



**Asia-Pacific
Economic Cooperation**

SOM Steering Committee on ECOTECH (SCE)

REQUEST FOR PROPOSAL

Ref: SCE/IA/2015

**Independent Assessment of the
Ocean and Fisheries Working Group (OFWG)**

Further assistance regarding this Request for Proposal may be obtained from:

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Lodgment of bids to :

**Mr Andrew O'Sullivan / Ms Daphney Chew
APEC Secretariat,
35 Heng Mui Keng Terrace,
Singapore 119616**

**Closing time and date: 5:00pm Singapore time,
Thursday, 20 November 2014**

REQUEST FOR PROPOSAL

Ref: SCE/IA/2015

Independent Assessment of the Ocean and Fisheries Working Group (OFWG)

Background

The Senior Officials Steering Committee on ECOTECH (SCE) has a requirement for an independent consultant to review the operations and structure of APEC working groups to ensure economic and technical cooperation (ECOTECH) activities are targeted, effective, efficient, and make the best use of scarce resources. The output of the independent assessments is a report providing recommendations designed to ensure that the working group is responsive to APEC's current priorities and contributes to the achievement of APEC's overall vision and objectives.

To continue with the program of regular reviews, the SCE has decided to undertake an independent assessment of the OFWG. This independent assessment will address a wide range of needs of OFWG in order to strengthen its work processes. The recommendations of the assessment will be provided to the SCE in 2015.

Consultancy Terms of Reference (ToR)

The Contractor will be engaged by the APEC Secretariat to provide the following consultancy services:

- Work cooperatively with the OFWG Lead Shepherd and members, the SCE, and the APEC Secretariat to provide a robust analysis of the work and operations of the group and recommendations for ways to ensure the overall goals and objectives of APEC are met. In undertaking the tasks the consultant will:
- Review key APEC policy documents, including Leaders' and Ministers statements, OFWG records of meetings, key project documentation and activities to assess the outcomes and how OFWG supports the main objectives/goals of APEC and their impacts in APEC member economies;
- Evaluate whether OFWG is operating effectively and efficiently;
- Whether the group's Terms of Reference, strategic plan or operations could be modified to better respond to APEC ECOTECH priorities and contribute to the achievement of APEC goals;
- Identify ways to strengthen OFWG's strategic priorities and direction for future work;
- Provide recommendations on how the forum can better focus and more efficiently and effectively manage its tasks and assure that its capacity building activities are providing benefits according to Leaders' and Ministers' priorities;
- Identify ways to develop synergies among the work of the forum and other relevant APEC groups;
- Identify opportunities and provide recommendations for greater collaboration with non-APEC parties, including the private sector, civil society and other international organizations; identify ways for OFWG to tap resources for programs;
- Explore how OFWG can better take into account the APEC commitment to give gender greater consideration in accordance with directions outlined by the Policy Partnership on Women and the Economy;
- Finalize an array of recommendations on the above-mentioned areas. Recommendations are to be provided in two lists: the first list containing a maximum of 5 decision points for consideration by SCE to provide further instruction to the group, and the second list covering those recommended actions that can be further discussed for implementation by the OFWG itself.

- Provide a draft report on initial findings, of no more than 30 pages, written clearly and containing robust analysis to be conveyed to the APEC Secretariat, members of SCE and OFWG.
- Analyze member economies' responses to the draft report on initial findings;
- Produce and present the final report employing a clear and diplomatic style of presentation. Final reports are expected to be delivered to the second SCE meeting of 2015 (date is still to be determined but is anticipated for May 2015) unless the first meeting of the OFWG is held less than 4 weeks prior to SCE2 in which case the timelines will be agreed between contractor and the SCE Program Director.

To prepare the assessment report, the contractor will:

- Submit a detailed work plan and timelines to be agreed with the SCE Program Director;
- Work closely with APEC Secretariat staff;
- Become familiar with APEC key documents, APEC goals/objectives and procedures, other official and non-official assessments of APEC sectoral work;
- Review and evaluate previous and current goals, objectives, relevant work plans and documents, and activities;
- Attend relevant forum meetings and activities to gain a deeper understanding of the group's operation;
- Conduct a survey of APEC member economies participating in the OFWG;
- Quantify the number of people affected, directly and indirectly, by relevant APEC programs; evaluate the cost effectiveness of select programs; estimate the sustainability and replicability of relevant programs.

In the preparation, presentation and dissemination of the report, the consultant must keep the focus on the following criteria:

1. Intended audience:

- APEC Fora: Delegates to the SCE, OFWG and other APEC fora; and
- High level decision makers: APEC Senior Officials.

2. Form and content:

The report must follow the format and contents as set out in Annex, contents will include:

- Background information on the study and the methodologies employed;
- Assessment of efficiency and effectiveness the group, and the impact of work of the group on the sector in member economies;
- Identification of best practices in ECOTECH in the relevant area;
- Recommendations for improving the forum's project formulation, management and coordination to ensure APEC's ECOTECH programs have the greatest impact possible; and
- Recommendations for improving strategic priorities and direction; recommendation for improving the operation of the group, including the improvement in coordination with other APEC fora, private sector, civil society and other international organizations.

Recommendations are to be provided in two lists: the first list containing a maximum of 5 decision points for consideration by SCE to provide further instruction to the group, and the second list covering those recommended actions that can be further discussed for implementation by the group itself.

3. Reporting Requirements:

The report must:

- be accurate and not misleading in any respect;
- be written in a manner that will be easily accessible to the targeted audience;
- be prepared in accordance with APEC Guidelines;
- be provided at the time specified in this Request For Proposal; and

- be provided in Microsoft Word Format

The Contractor must provide the following reports by the date, in the format and the number of copies indicated:

1. A draft report on findings, of no more than 30 pages, including an Executive Summary (maximum of 3 pages) and a summary of the recommendations. The report will be provided in MS Word format;
2. Following the OFWG and SCE's comments, a final report on survey findings of no more than 30 pages, including an Executive Summary (maximum of 3 pages) and a summary of the recommendations;
3. If requested by the SCE, the report will be presented in a SCE or OFWG meeting in 2015, in a clear, concise and diplomatic style.
4. The electronic copy will be uploaded to the APEC Secretariat website and be accessible by the SCE and members of the relevant fora.

Payment

Bidders are invited to provide a quotation for the work outlined in this Request for Proposal; bids shall meet the following criteria:

- Bids shall be made in US dollars and shall not exceed \$15,000; bids exceeding this amount will not be accepted;
- Bids may contain a maximum of three (3) milestone payments (signing of the contract and commencing work; acceptance of the draft report; acceptance of the final report).
 - A maximum of 20% of the contract value may be paid upon signing of the contract and commencing work; and
 - A minimum of 60% of the contract value is to be paid upon acceptance of the final report.

Travel Arrangements

A separate agreement between the Contractor and APEC shall cover the contractor's travel, accommodation and daily expenses (as per APEC rules for attending such events) to participate in one OFWG meeting to undertake the contracted work tasks. The contractor may also need to present the final report to a SCE or OFWG meeting in 2015, depending on SCE decisions.

February 2015 Disbursement of airfare and per diem for the Contractor to attend the OFWG meeting in February (location: Clark, Philippines).

2015 If requested by the SCE, disbursement of airfare and per diem for the expert to attend a SCE or OFWG meeting, in 2015, to present the findings of the assessment (date TBD).

Length of Contract: from January to September 2015

Terms of Payment: The total contracted value will be paid to the contractor for the tasks as specified in this TOR. All necessary expenses of the consultant and expenses for telephone, fax and general postage have been included in this sum.

Specifications of the Consultant

One consultant is required for this task. The consultant should have the following skills and experience:

1. Sound understanding of APEC's goals and structure;
2. Excellent oral and written communication skills in English;
3. Proven analytical, research and presentation skills;
4. Experience in a sector related to the work of the OFWG;

In addition, it would be an advantage if the consultant had:

5. A good understanding of the gender implications of APEC's work.

Selection Process of the Consultant

The Bidder must provide a Proposal describing the process that will be used to meet the Terms of Reference along with a detailed description of how the Bidder meets the specifications of the consultant.

A preferred Bidder may be identified by a Selection Panel, formed within the Secretariat. The Selection Panel shall identify the Bidder that it believes represents "best value for money".

Fitting with APEC principles of consensus building, transparency and openness a vetting process will be undertaken prior to the selection being made. After identification of the preferred Bidder, the Secretariat will share information on, up to, the top three qualified applicants with the OFWG Lead Shepherd. The Lead Shepherd may share this information with forum member economies and ask for comments. Comments of the Lead Shepherd and members will be reported to the Secretariat. The Lead Shepherd will have the authority to veto an applicant.

Following the above process, the Secretariat will recommend the preferred Bidder to the SCE for approval. After approval the Secretariat will seek to enter into a contract with the preferred Bidder. The contract will be based on the standard terms and conditions attached and the Terms of Reference outlined above. The contracted consultant will then be required to report directly to and be responsive to the needs and directions of the SCE Program Director within the APEC Secretariat.

Submission of Proposals

The Bidder shall lodge one original and three copies of its detailed Proposal. An electronic version should also be submitted at the same time. Decisions will be taken on the basis of the original hard copy written Proposal. In the event of any discrepancy between the original and copy thereof, information contained in the original shall be accepted as correct and shall prevail over any statements contained in the copies. Proposals shall be enclosed in a sealed envelope or package, clearly labelled and lodged via registered mail or courier *by the closing time* at the following address –

**APEC Secretariat
35 Heng Mui Keng Terrace,
Singapore, 119616
(Attention: Mr Andrew O'Sullivan / Ms Daphney Chew)**

Conditions of any Contract resulting from this Request for Proposals (RFP)

SPECIAL CONDITIONS

1. SCOPE OF SERVICE

- 1.1. To undertake the independent assessment of the OFWG in accordance to the Consultancy Terms of Reference (ToR) set out on pages 2 to 4 in this RFP.

2. PAYMENT

- 2.1. Subject to the satisfactory completion of the Services, the APEC Secretariat shall pay the Contractor up to US\$[Bid amount in figures to be inserted by bidder] (United States Dollars [Insert amount in words]) according to the Milestone Payments Schedule identified at Clause 2.2. Any payment is inclusive of any Goods and Services Tax (GST) and bank charges levied by the Contractor's agent and/or beneficiary banks for remittances made to the Contractor's bank account.
- 2.2. The APEC Secretariat shall make payment on Contractor Fee according to the Milestone Payment Schedule identified below and/or as soon as practicable after approving the Milestone and receiving the appropriate invoices and accompanying supporting documentation from the Contractor. The Contractor must complete the Services by 30 September 2015.

#	Milestone Deliverable	Due Date	Means of Verification	Payment Schedule (US\$ inclusive of tax)
1	Upon signing of contract and submission of background documents	January 2015	Submission of signed contract and SCE Program Director's observation that work has commenced	US\$_____ (maximum 20% of the contract value)
2	Upon submission and acceptance of draft report on initial findings	(TBD)	SCE Program Director's acceptance of the draft report	US\$_____
3	Upon completion and acceptance of the final report of the assessment	30 September 2015	SCE Program Director's acceptance of the final report	US\$_____ (minimum 60% of the contract value)
	Total Value (including Tax)			US\$_____ (Total contract value shall not exceed US\$15,000)

- 2.3. Reimbursement of airfare and per diem will be made by the APEC Secretariat to the Contractor in accordance with the APEC travel guidelines as set forth in the Guidebook on APEC Projects. The reimbursement of airfare and per diem will be made after APEC Secretariat receives a certified invoice and original receipts, and any relevant Attendance Sheets for per diem claims, from the SCE Program Director.
- 2.4. Without prejudice to Clause 31, the point of contact for the APEC Secretariat for this Contract shall be Program Director for SOM Steering Committee on ECOTECH (SCE).

STANDARD CONDITIONS

3. PARTIES

- 3.1. The Parties to this contract are the APEC Secretariat and the Contractor.

4. INVOICES

- 4.1. The Contractor shall submit certified invoices to the APEC Secretariat to claim payment for Milestones and approved Reimbursement cost items. Original or electronic copies of the invoices may be submitted. The invoices must be accompanied by all supporting documentation as set forth in the Guidebook on APEC Projects (the Guidebook) as varied from time to time.
- 4.2. Invoices shall include the following information:
- 4.2.1. full name and reference number of this work (SCE/IA/2015);
 - 4.2.2. name of Contractor;
 - 4.2.3. invoice date and invoice number;
 - 4.2.4. description of services provided and associated dates;
 - 4.2.5. charges and payments for previous invoices;
 - 4.2.6. charges for billing period;
 - 4.2.7. detailed banking instruction which includes the bank name, branch name, bank SWIFT code, account holder's name and number;
 - 4.2.8. billing by company/organisation rather than individual requires the official letter head of the company/organization;
 - 4.2.9. a signed statement by the Contractor that the services have been performed in accordance with the terms and conditions of this contract, and the costs being billed are true and correct and have not been previously paid; and
 - 4.2.10. the invoice should be accompanied by an endorsement by the SCE Program Director that the services have been satisfactorily completed.
- 4.3. Requirements for seeking reimbursement of approved reimbursable items include:
- 4.3.1. Providing APEC Secretariat with airfare invoice and e-ticket receipt.
 - 4.3.2. Per Diem costs do not need to be supported by receipts however it is expected that the Contractor will attend the OFWG meetings for all agreed days. Contractor shall only claim per diem in accordance with the rules set out in the Guidebook, and the claim must be accompanied by written confirmation from the SCE Program Director. To claim reimbursement for travel and per diem, confirmation that Contractor attended the event each day and is therefore eligible for daily per diem is required. An attendance sheet signed by Contractor is recommended.

5. APEC SPECIFIC POLICIES AND PROCEDURES

- 5.1. The Contractor shall complete the Services in accordance with the requirements of the APEC Publication Guidelines, APEC Logo Guidelines and the Guidebook on APEC Projects, as found in the Policies and Procedures section on the APEC website.

6. EXAMINATION OF RECORDS

- 6.1. Upon request, the Contractor shall provide the APEC Secretariat or its designated entities/persons with access to any materials relevant to the Contract, including the following:
- 6.1.1. electronic documents;
 - 6.1.2. financial books;
 - 6.1.3. documents;
 - 6.1.4. papers; and

6.1.5. other records which document transactions related to the Contract.

6.2. The Contractor's obligation to provide access commences from the date on which the Contract is made and continues for a period of three (3) years following the completion of the Services.

7. ASSIGNMENT

7.1. The Contract is intended to cover a relationship between the Parties only. The Contractor shall not assign, delegate, sub-contract, mortgage, charge or otherwise transfer the Contract or any interest or benefit arising out of, or in connection with, the Contract to a third party without the prior written approval of the APEC Secretariat.

8. CHANGES TO CONTRACT

8.1. The APEC Secretariat and the Contractor may change the terms of the Contract by written agreement only.

9. CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

9.1. If the Contractor, its employees, agents or contractors directly or indirectly causes any loss or damage to person or property during the performance of the Contract, the Contractor will bear all liability on behalf of the APEC Secretariat. If someone makes a claim against the APEC Secretariat (whether during or after the completion and/or termination of the Contract) for any loss or damage to person or property directly or indirectly caused by the Contractor, its employees, agents or contractors during the performance of the Contract, the Contractor must indemnify and hold the APEC Secretariat harmless from and against any and all loss, damage or liability, whether criminal or civil, suffered by the APEC Secretariat in connection therewith and reimburse the APEC Secretariat for any costs it has incurred in connection therewith (including actual legal costs on a full indemnity basis) whether during or after the completion and/or termination of the Contract.

9.2. For the purpose of Clause 9.1, "claim" shall mean all demands, claims and liabilities (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including without limitation legal costs) incurred in connection therewith.

10. DEFAULT

10.1. A Default is anything the APEC Secretariat considers to be a significant breach of the Contract including:

10.1.1. failure to perform an obligation under the Contract within the agreed time; or

10.1.2. failure to deliver outputs of satisfactory capability, quality or reliability.

10.2. In the event of a Default by the Contractor, the APEC Secretariat shall write to the Contractor setting out the Default and the time by when the Contractor must fix it. If the Contractor fails to fix the Default within the time specified, the APEC Secretariat may immediately terminate the Contract by issuing a written Notice of Termination to the Contractor.

10.3. Termination under this clause does not affect the rights and/or remedies either party may have accumulated up to the date of termination including the rights and/or remedies the APEC Secretariat may have in relation to the Default.

11. RIGHTS IN DATA

11.1. If intellectual property or confidential information is required to enable the Contractor to provide the Services, the Contractor shall be solely responsible for obtaining approvals for the use of any intellectual property and/or confidential information that belongs to anyone else (i.e. third parties).

- 11.2. The APEC Secretariat shall own all intellectual property and confidential information that it creates in relation to the Services. The APEC Secretariat shall own all intellectual property and confidential information that the Contractor creates as a result of performing the Services. In particular, the APEC Secretariat shall own the following:
- 11.2.1. all data resulting from performance of the Contract, regardless of its form, format, or media;
 - 11.2.2. all data (other than that owned by third parties) used in performing the Contract regardless of its form, format, or media;
 - 11.2.3. all data delivered under the Contract making up manuals or instructional and training materials;
 - 11.2.4. all processes provided for use under the Contract; and
 - 11.2.5. all any other data delivered under the Contract.
- 11.3. If the Contractor wishes to use the intellectual property and/or confidential information (mentioned in Clause 11.2 above) for purposes that are not in relation to the performance of the Services, it must obtain prior written consent from the APEC Secretariat.
- 11.4. The Contractor consents to the APEC Secretariat's use of the Contractor's own intellectual property and/or confidential information if the APEC Secretariat requires the Contractor's own intellectual property and/or confidential information to use the Services.
- 11.5. The Contractor shall protect all intellectual property and/or confidential information belonging to the APEC Secretariat vigorously to the extent permissible by law. If the Contractor has a reasonable suspicion that there has been any event that infringes the rights of the APEC Secretariat in relation to its intellectual property and/or confidential information, it will inform the APEC Secretariat immediately in writing.

12. CONFLICT OF INTEREST

- 12.1. The Contractor warrants, agrees and undertakes that neither it nor its employees, servants and/or agents has any arrangement, interest, activity, or relationship that could impair the Contractor's ability to act impartially and effectively in the delivery of the Services as required by this Contract.
- 12.2. The Contractor shall exercise its responsibility in the best interests of the APEC Secretariat and shall not engage in any activities that would conflict with this Contract.
- 12.3. If the Contractor becomes aware of any actual or potential conflict of interest as defined in Clause 12.1 and 12.2 above, the Contractor shall immediately notify the APEC Secretariat in writing of (i) any such actual or potential conflict of interest and (ii) the procedures it intends to implement to resolve any such actual or potential conflict of interest.
- 12.4. The APEC Secretariat may suspend the Services, terminate the Contract or take any other actions that the APEC Secretariat considers as appropriate in its sole discretion, if any actual or potential conflict of interest as defined in 12.1 and 12.2 above arises. If the APEC Secretariat directs the Contractor to take action(s) to resolve that conflict, the Contractor shall comply with any such direction(s).

13. CONFIDENTIALITY

- 13.1. The Contractor shall not, either during the term of the Contract or after the termination of the Contract, disclose to a third party any information that it may acquire in consequence of this Contract relating to the Services, this Contract or the APEC Secretariat's operations without the prior written consent of the APEC Secretariat.
- 13.2. The Contractor's obligations in Clause 13.1 shall not apply to any information which:
- 13.2.1. is publicly available or becomes publicly available other than by reason of the Contractor's default;

13.2.2. the Contractor is required to disclose by order of a court of competent jurisdiction.

13.3. The Contractor shall ensure that its employees, servants and/or agents comply with the provisions of this Clause 133.

14. INSURANCE

14.1. The Contractor shall maintain and pay all premiums in respect of an insurance policy or policies relevant to the delivery of the Services with policy limits and provisions conforming to such requirements as the APEC Secretariat may from time to time prescribe and shall ensure that the APEC Secretariat shall be entitled to the benefit of such insurance.

15. SUSPENSION OF SERVICES

15.1. The APEC Secretariat may, at any time, give a written order to the Contractor, suspending all, or part, of the Services. The APEC Secretariat has full and sole discretion to decide the length of the suspension. Upon receiving the order, the Contractor must immediately comply with its terms and take all steps necessary to minimize any and all costs resulting from the suspension. The APEC Secretariat and the Contractor shall negotiate any adjustment to the price and/or schedule for completing the Services, which may result from the suspension.

16. TERMINATION BY THE APEC SECRETARIAT

16.1. The APEC Secretariat may terminate this Contract, in whole or in part, by issuing a written Notice of Termination. The APEC Secretariat may terminate this Contract without giving any reasons. If this Contract is terminated, the APEC Secretariat and the Contractor shall negotiate the rights, duties, and obligations of the Parties, including but not limited to compensation to the Contractor and/or the APEC Secretariat. Any compensation to the Contractor must not exceed the total value of the Contract, which is set out in Clause 2, "Payment".

16.2. Upon receiving a Notice of Termination, the Contractor shall immediately stop work as specified in the notice, except if directed otherwise by the APEC Secretariat.

16.3. Upon receiving a Notice of Termination, the Contractor shall submit a final termination settlement proposal to the APEC Secretariat. The settlement proposal must include a certification from the SCE Program Director of the actual costs the Contractor has incurred.

16.4. If the Contractor fails to submit the termination settlement proposal within seven (7) days from the date of the Notice of Termination, the APEC Secretariat may in its sole discretion determine the amount, if any, due to the Contractor following the termination.

16.5. Upon termination of the Contract, subject as provided in this clause and except in respect of any accrued rights, neither Party shall be under any further obligation to the other.

16.6. Termination under this clause does not affect the rights and/or remedies which either Party may have accrued or accumulated up to the date of termination of the Contract.

17. LANGUAGE AND NOMENCLATURE

17.1. All of the Services, including any drawings, documents, information, correspondence, test reports and similar items must:

17.1.1. be in the English language; and

17.1.2. comply with the nomenclature requirements set out in the APEC Publication Guidelines as found in the Policies and Procedures section on the APEC website.

18. INTERPRETATION

- 18.1. Should a dispute about the meaning of any term in the Contract arise, the APEC Secretariat may make a written determination as to the term's meaning. A written determination made under this clause shall be final and conclusive between the Parties.

19. LAW & JURISDICTION

- 19.1. The laws of the Republic of Singapore govern this Contract. The Parties to the Contract agree to submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.

20. COMMUNICATIONS

- 20.1. All communications relating to this Contract shall be in writing and may be delivered:

- 20.1.1. personally;
- 20.1.2. by prepaid registered post with recorded delivery to one of the addresses listed at the beginning of this Contract (as relevant); or
- 20.1.3. by email.

21. ENTIRE AGREEMENT

- 21.1. This Contract is the entire agreement between the APEC Secretariat and the Contractor in relation to the matters set out in this Contract. No other terms and conditions may be included or implied. Any warranty, representation, guarantee or other term or condition not contained in this Contract has no effect.

22. ILLEGALITY AND SEVERABILITY

- 22.1. If any provisions of this Contract are held unenforceable or invalid for any reason, the remaining provisions of this Contract will continue to be in full force and effect.

23. WAIVER

- 23.1. A Party's failure, delay or relaxation in exercising any power or right it has under this Contract does not mean that the Party has given up (i.e. waived) that power or right.

- 23.2. A Party exercising a power or right does not stop it from:

- 23.2.1. further exercising that power or right; or
- 23.2.2. exercising any other power or right under this Contract.

24. REASONABLENESS

- 24.1. The Contractor confirms it has had the opportunity to receive independent legal advice relating to all the matters relating to this Contract.

- 24.2. The Contractor agrees that, having considered the terms of this Contract as a whole, the terms of this Contract are fair and reasonable.

25. PARTNERSHIP

- 25.1. This Contract does not create a partnership between the APEC Secretariat and the Contractor.

26. FORCE MAJEURE

- 26.1. A Force Majeure Event is any event which is beyond the reasonable control of the Contractor or the APEC Secretariat and which makes it impossible to perform an obligation under this Contract, including the following:

- 26.1.1. acts of God, lightning strikes, earthquakes, volcano eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;

- 26.1.2. acts of war (whether declared or not), invasion, acts of foreign enemies, mobilisation, requisition, or embargo;
 - 26.1.3. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution, military usurped power, or civil war; or
 - 26.1.4. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosion, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- 26.2. A Party that does not perform an obligation under this Contract shall not be in breach to the extent that a Force Majeure Event caused the non-performance.
- 26.3. Where the Contractor thinks there is likely to be a delay in performing an obligation under this Contract because of a Force Majeure Event the Contractor shall:
- 26.3.1. immediately notify the APEC Secretariat in writing of:
 - 26.3.2. the likely delay and how long the Contractor thinks it will last; and
 - 26.3.3. details of the likely effect on the Services and the Contractor's ability to perform the Contract;
 - 26.3.4. take all reasonable steps to lessen (i.e. mitigate) the effects of any delay; and
 - 26.3.5. use its best efforts to continue to perform its obligations under the Contract.
- 26.4. The APEC Secretariat and the Contractor shall, as soon as practicable after receiving the notification, discuss whether the Contract can continue. If, following that discussion, the APEC Secretariat and the Contractor agree that the Contract can continue they may:
- 26.4.1. continue the Contract unchanged; or
 - 26.4.2. change the Contract using the process in Clause 8.
- 26.5. Nothing in this clause limits the APEC Secretariat's ability to suspend or terminate the Contract under Clause 155 or Clause 166.
27. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT - SINGAPORE
- 27.1. A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act Chapter 53B and/or any re-enactment thereof to enforce any terms of this Contract, the application of which legislation is hereby expressly excluded.
28. COSTS AND EXPENSES FOR PREPARATION AND EXECUTION OF CONTRACT
- 28.1. Except as otherwise provided for in the Contract, the Parties shall bear their own costs of and incidental to the preparation and execution (i.e. signing) of the Contract.
29. PROVISION OF SERVICES
- 29.1. The Contractor shall provide the Services to the APEC Secretariat on the delivery dates identified in the Contract. The Contractor shall immediately notify the APEC Secretariat in writing if the Contractor becomes aware that it will be unable to provide all or part of the Services by the relevant delivery date and advise the APEC Secretariat as to when it will be able to do so.
- 29.2. The Services must be provided to the standard that would be expected of an experienced and professional supplier of similar Services and any other standard specified in the Contract.
- 29.3. The Contractor and its staff or sub-contractors shall not by virtue of this Contract be, or for any purpose be deemed to be, and must not represent itself as being, an employee, partner or agent of the APEC Secretariat.
30. REPORTING AND COORDINATION ARRANGEMENTS

30.1. The Contractor shall liaise closely and work in collaboration with SCE Program Director in performing the Services in the Contract. The Contractor shall keep the SCE Program Director informed of progress of the Services, timelines and budget.

31. AUTHORIZED REPRESENTATIVE

31.1. The APEC Secretariat may authorize representative(s) and/or a third party to instruct and provide clarification to the Contractor in performing the Services.

Annex

Structure and Contents of the Independent Assessment Report

The structure of the report should follow the format below, it is expected that recommendations provided will follow directly from the analysis contained in the report. This reporting template is not intended to limit the scope of the work of independent assessments. It provides guidance on the types of inquiry that have been of value in previous assessments and in a format conducive to taking effective implementation actions based upon the rationales behind each recommendation.

The limit of 30 pages is a maximum but it is not expected that every report will reach this limit. APEC experience suggests that a shorter report can have a greater impact as more people will take the time to read and understand the recommendations. For this same reason the value of the Executive Summary cannot be overstated as stakeholders less involved in the process may rely on this summary to learn the key messages of the report.

The divisions between the sections of this report are not fixed. For example an overarching goal of the assessment is to determine the extent to which the work of the forum aligns with APEC priorities: this work includes projects, forum operations and cooperation with other organizations including the private sector. The assessor is expected to use their best judgment on how to manage these linkages to ensure a coherent and comprehensible approach.

There are also some overarching concerns that should be taken into consideration throughout the report, this includes the impact of gender on the work of the forum. Notably, the creation of the Policy Partnership on Women and the Economy has placed significant emphasis on promoting practical ways of integrating gender concerns in APEC activities. It is also anticipated that the results of the survey and observations made during attendance at the forum meeting will inform the contents of all sections of this report.

Executive Summary

Maximum of 3 pages containing a summary of:

- Topic/Issue of Concern
- Key findings
- Key recommendations

1. Methodology

Methodology of the assessment

2. Alignment with APEC Priorities

A. Alignment of Forum Outputs with APEC priorities

- Analysis of the forum priorities alignment with larger APEC priorities
- Value of current forum outputs to APEC ECOTECH priorities (medium-term priorities from 2010 SOM Report on ECOTECH) and annual APEC objectives as set by the host
- Contributions to Leaders and Ministerial objectives (Leaders and Minister's statements)
 - Bogor Goals (1994)
 - APEC Leaders Growth Strategy (2010)
 - AMM statements and Sectoral Ministerial statements

B. Alignment of Forum Projects with APEC Priorities

- Quantitative analysis of projects (where possible)
- Qualitative analysis of the contributions of the projects to APEC and forum priorities

C. Forum Operations

- Structure of the forum
- Relevance of the Terms of Reference of the forum
- Compliance with APEC policies:
 - Guidelines for Lead Shepherd/Chair and Deputy Lead Shepherd/Chair of APEC Working Groups and SOM Task Forces
 - Policy on Scheduling of Sub-fora Operations to Enhance Effectiveness
- Candidate for streamlining / merger with other APEC fora

D. Cooperation

- With other APEC fora
- With stakeholders
- With other international organizations

3. Summary of Recommendations

List of all recommendations made in the report

4. Implementation Advice

Suggested steps towards implementing the recommendations