

ANNEX 3:

PROJECT DOCUMENT AND PLAN OF OPERATIONS

ADDENDUM TO AGREEMENT BETWEEN UON AND WFP WITHIN THE 3PA ADAPTATION PROJECT MARCH 2021

Date: 27TH July 2021

This note serves as an addendum to the existing MoU signed on the (14th October 2020) between WFP (Regional Bureau) and the University (University of Nairobi). The addendum outlines the third and final phase of the 3-year 3PA Adaptation to Urban and/or Refugee contexts, outlining the 2021 activities, timeframes, and budgets.

A. 3PA ADAPTATION PROJECT - BACKGROUND AND OBJECTIVE

WFP is enhancing and promoting better programming with communities, governments and multi-sector partners through the Three-pronged Approach (3PA). The 3PA aims to strengthen the design, planning and implementation of programmes in resilience building, safety nets, disaster-risk reduction and preparedness by developing them in partnership, and aligning them to national and local priorities, through governments' leadership and coordination. The 3PA instrument comprises of 3 inter-connected and aligned tools:

1. The national level Integrated Context Analysis (ICA);
2. The sub-national level Seasonal Livelihoods Programming (SLP);
3. The community level Community-Based Participatory Planning (CBPP).

The 3PA adaptation project aims to develop and test a variety of urban and refugee adaptations to the existing 3PA tools in collaboration with Universities across multiple countries. The objective and outcome of this project will be the development of a common, standardized 3PA instrument and related guidance that is applicable in a global context.

B. 3PA ADAPTATION PROJECT – TIMEFRAME AND MILESTONES

The project runs over a three-year period - 2019 to 2021 – with the following timeframe and milestones achieved to date and planned:

- **Year 1 of the project (2019):** together with 8 University partners a total of 28 SLP's were piloted in urban and refugee context's in 8 countries to provide the foundations and lessons learnt to inform adaptation of the SLP to these contexts, and provide the first insights to consider how to adapt the (national) ICA to an urban context.

- **Year 2 of the project (2020):** together and in plenary with the 8 Universities the 28 SLP pilots were reviewed, identifying which modules of the SLP should be adapted, and how, to urban and/or refugee contexts. Agreement was reached on the structure and content to develop standardized guidance to reflect a common approach and methodology that is applicable in the global context¹.

Following a similar approach to the SLP piloting (in 2019), 11 Universities were trained on how to conduct a national ICA prior to piloting the methodology in urban areas. This resulted in a total of 11 national ICA's and 35 urban ICA pilots conducted across 11 countries. This work provides the basis on which to revisit the methodology and reporting templates for improvements to the national ICA process, and to develop a common and standardized approach to conduct ICA's in urban areas.

- **Year 3 of the project (2021):** the final year of the project will focus on the consolidation and finalization of adapted ICA and SLP testing and guidance to urban and refugee contexts; and the development and testing of participatory community planning processes in the urban and refugee contexts, if and where relevant and appropriate. Taking each tool of the 3PA, the network of Universities in this final year of the project will jointly conduct and complete the following 4 activities, to ensure that a commonly agreed, revised, adapted, and developed 3PA is achieved:

1. ICA – national and urban:

- revisit the methodology, reporting templates, and consultative processes for improvements to the national ICA, and rerun and finalize the national ICA's, including programmatic recommendations
- review, synthesise, and develop a common and standardized approach to conduct urban ICA's, including the identification of best practice analytical methodologies for specific indicators, and the identification, sourcing, and analyses of data gaps for inclusion in the urban ICA
- re-run the 2020 urban ICA pilots against collectively agreed and newly developed guidance, producing final urban ICA's including programmatic recommendations
- contribute to and finalize new ICA (national and rural) guidance including links to SLP's.

2. SLP – rural, urban, including refugees and/or displaced populations:

- review of new SLP guidance drafted by the project coordinators from materials produced by the 2020 Universities and WFP country offices, contributing to developing final draft methodologies
- apply and field test² new SLP guidance in areas selected from the results of the final national and urban ICA's
- Identify any refinements required after the field tests, and contribute to and finalize new SLP (rural, urban, with/without refugee and displaced populations) guidance, including upward links to the ICA, and downward links to community participatory processes.

3. Community participatory processes – across contexts:

¹ Work to draft, field test, refine, and finalize the guidance was not possible due to Covid safety and travel restrictions. As a result, the activity and related budget has been placed in Year 3.

² All field testing of SLP adapted guidance, piloting of community processes, or face-to-face project meetings will be evaluated in July 2021 against Covid restrictions and safety measures. If and where conditions allow, these activities outlined in this addendum will be activated and associated budgets transferred.

- taking lessons learned from the SLP and ICA adaptation processes, identify potential community groups, entry points, and potential participatory approaches in urban contexts
 - Apply this learning across a range of community-based engagement and planning tools.
- 4. Knowledge transfer on using 3PA – short-course development on how to use 3PA:**
- identify and develop course work outlines on (i) ‘what is the 3PA and how to use it for integrated programme design and partnerships’; (ii) ‘how to use the ICA for integrated programme positioning and partnerships’; and (iii) ‘how to use the SLP for complementary programme design, partnerships, and coordination’
 - Develop content for coursework, including broad programme integration and design, and specific programmatic directions (e.g. how to use the 3PA, ICA, SLP for disaster risk reduction, climate change adaptation programming, gender mainstreaming, etc.) and develop workplans; identify who should be targeted with coursework; and outlines of coursework budgets.

C. PROJECT ACTIVITIES GOVERNED BY THIS ADDENDUM

Whilst WFP will provide any necessary training, budget, and coordination across the eleven participating Universities to ensure standardization of the adapted instruments, Universities will coordinate and implement the adaptation processes in their respective countries and as part of a project network, ensure quality standards of piloting exercises and documented outputs which include learning, research, recommendations, and expenditure documentation for audit purposes.

It is underscored that the success of this project depends on the sharing, review, selection, and consensus around which best practices, methodologies, and analyses are to be selected and taken forward to develop a common and standard 3PA methodology that is applicable to global contexts, by the network of participating Universities. As such, **adherence to project timelines as part of a common network of Universities workplan, whose outputs are interdependent to achieve project objectives, is expected and must be respected.**

Activity 1: ICA – national and urban

Description: Consolidation of learning from the ICA (national and urban), and rerunning the both types of ICA’s to include any agreed changes to methodologies and reporting templates (both national and urban) to produce final ICA documents ready for publishing; contributing to the development of final national and urban ICA guidance applicable to the global context.

Role of the University:

- participate in all on-line webinars and working groups to contribute, review, and build consensus on all ICA methodological and reporting template changes, including data indicators and analytical methods, and contribute to documenting final guidance on how to conduct and use national and urban ICA’s following a standardized and common approach;
- establish, oversee, and coordinate a multi-faculty team within the University with requisite expertise for data collection, preparation, analysis, and interpretation across multiple disciplines to inform national and urban ICA development, together with a GIS analytical team, enabling full capacity within the University to conduct national and urban ICA’s;
- engage government, local authorities, the private sector, and other relevant key stakeholders to identify and collect quality data, ensuring they have a clear understanding of the methodology,

objectives, and use of the ICA. Within this, develop new partnerships around the ICA, particularly with the private sector and civil society, to access new data for ICA analyses and eventual interpretation support and use of findings;

- following the ICA methodological and template review, rerun the national and three urban ICA pilots through the multi-faculty and GIS team to produce final ICA's following jointly agreed on and developed methodologies;
- present and conduct the national and urban ICA's to government, partners, and key stakeholders to validate and build consensus around the findings, documenting the process and all programmatic recommendations based on these findings and tailored to different geographical areas and ICA categories. This will include contributing to developing overall programme guidance for each ICA category area and indicators within it, and how this can be used to inform programme design and policy; and
- ensure all activities and deliverables respect the established timelines of the project.

Deliverables:

1. 1 x National ICA, based on agreed upon and revised common methodology and reporting template, presentation and consultative processes to build programmatic recommendations with government and other stakeholders, and finalization and publication of the report.
2. 3 x Urban ICA's, based on agreed upon and revised common methodology and reporting template, presentation and consultative processes to build programmatic recommendations with government and other stakeholders, and finalization and publication of the report.
3. Inputs into the finalization of new, updated and documented national and urban ICA guidance for global sharing

Role of WFP:

- coordinate the network of Universities through webinars and working groups, in reviewing, sharing experiences, and reaching consensus on methodological, reporting and consultative approaches to reach a common and standardized national and urban ICA's for global relevance
- facilitate the development of national and urban ICA's through technical reviews and feedback, to ensure common standards and quality of ICA products.
- lead the development of common and standardized methodological and programmatic ICA guidance, based on inputs from and consensus with the University network.

Time frame: March to July 2021 – specifically:

- **March to April:** review and develop ICA methodology and approach
- **April to May:** collect/fill data gaps, and clean/prepare data for ICA analyses
- **May to June:** conduct all ICA analyses, and develop ICA reports for consultation
- **June to July:** complete ICA presentations and consultations and finalize reports ready for publishing.

Activity 3: Community Participatory Processes

Description: Identifying and documenting entry points and principles for consideration for community participatory planning processes in urban contexts, using principles distilled from the consolidated learning

from the SLP (to be carried out under activity 2) and ICA adaptation processes, as a reference note for programme implementers.

Role of the University:

- review all urban ICA and SLP pilots to identify potential types of community structures that could be considered for consultative processes to strengthen SLP's, and for participatory local-level programme planning;
- Identify key lessons and messages from the adaptation pilots for inclusion in participatory, community level processes; and
- as part of working groups, contribute to drafting guidance on how to approach community participatory planning processes in urban contexts.

Deliverables:

1. Inputs into documented guidance note on considerations and entry point for existing and/or new urban community participatory planning processes

Role of WFP:

- coordinate the network of Universities through webinars and working groups, in identifying potential community groups for participatory planning in urban contexts, based on reviewing ICA and SLP pilots, and confirming hypotheses in final SLP field tests; and
- lead the development and drafting of common and standardized guidance on how to consider participatory community planning processes in urban contexts, built on consensus amongst the Universities.

Time frame: March to October 2021 – specifically:

- **May to June:** review urban ICA and SLP pilots, to identify various potential community groups for participatory planning in urban contexts
- **June to July:** develop hypotheses for each potential community group that could be of relevance for participatory planning, and how this will be tested in the SLP field tests
- **July to September:** test community participatory planning group hypotheses in the urban SLP's
- **September to October:** review, consolidate, and document findings into a guidance document on how to consider and approach community participatory planning in urban areas.

Activity 4: 3PA capacity strengthening and roll-out

Description: Develop a common capacity strengthening and communications strategy for continued 3PA institutionalisation within the university context and a preliminary roll-out plan to identify demand for additional 3PA exercises as may be required; to develop 3PA-related course outlines and modules, and explore options for curricula and programmes development for integration into the academic offering available to the public; refine existing training materials and approaches to complement and support specific coursework outlines.

Role of the University:

- participate in on-line webinars and group work to review the technical training and TOT processes for the ICA and SLP used in the project, and refining existing and suggest new approaches;

- develop a common 3PA capacity strengthening institutionalisation and roll-out strategy as part of the University network in the project;
- develop coursework outlines for 'How to do' and 'How to use' the 3PA, and the ICA and SLP specifically; and
- explore curricula and programme outlines, and the steps needed to develop these.
- **Deliverables:**
 1. Processes documented and content developed for ICA and SLP ToT, for replication
 2. Short-course outlines and draft content developed for
 - 'What is the 3PA and how to use it for integrated programme design and partnerships'
 - 'How to use the ICA for integrated programme positioning and partnerships'; and
 - 'How to use the SLP for complementary programme design, partnerships, and coordination'
 3. Coursework content developed on 'How to use the 3PA, ICA, and SLP' for specific programmatic directions, such as disaster risk reduction, climate change adaptation programming, gender mainstreaming, etc.)
 4. Develop a capacity strengthening strategy for 3PA roll-out and who should be trained, including a coursework outline, timeframe, and budget considerations.

Role of WFP:

- Coordinate the network of Universities through webinars and working groups, to develop a 3PA capacity strengthening strategy and coursework for roll-out (to Governments, partners, students, etc.)
- Provide technical backstopping, guidance, tools and templates to support strategic positioning and coursework development
- Lead the development of common and standardized 3PA capacity strengthening strategy coursework and content, for replication at global levels with new University partners.

Time frame: May to November 2021 – specifically:

- **May to July:** review ICA and SLP (all contexts) ToT's, and develop coursework outline
- **June to August:** develop 3PA capacity strengthening strategy
- **July to September:** develop coursework structure and outlines
- **August to October:** develop coursework content
- **September to November:** finalize 3PA capacity strengthening strategy, and develop funding proposals.

D. FINANCING:

The project is financed through a yearly allocation, with an expiry date of the 31st December for each year. Unspent funds cannot be carried over into subsequent years, and any unspent balances by the University would need to be returned to WFP who in turn will return it to the Government of Germany, who is the donor of the project.

Disbursements of budgets to the University will be as follows:

- 30% of the budget on acceptance of the project activities outlined in this MoU for start-up

- 70% of the budget on delivery of final products as outlined in this MoU

Please note that any University Management cost must be included in the budget available and will not be an additional charge over and above this budget. Use of funds, financial reporting, and submission of receipts from the University to WFP for donor reporting and auditing purposes will be the same as defined in the existing MoU.

In summary, costs of the project as follows:

Activity	USD
1: ICA finalization	6,550
3 community level guidance development	1,500
4: 3PA capacity strengthening strategy	11,250
UoN Grant management Fee	3,000
Total	14,450

E. CONFIDENTIALITY

Each party undertakes to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of the implementation of this agreement or any other agreements made herein.

The parties agree that the provision of this Article shall continue to be binding between the Parties notwithstanding the termination of the agreement. The parties agree to be bound by all laws governing confidentiality and/or privacy of information.

F. ANTI-CORRUPTION AND ANTI-BRIBERY

No payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised or accepted – directly or indirectly – as an inducement or reward in relation to activities funded under this agreement. Any such practice will be grounds for the immediate cancellation of the agreement and for such additional action, civil and /or criminal as may be appropriate.

Each Party shall comply with all laws, statutes and regulations which apply to it or its activities and which relate to anti-bribery or anti-corruption (or both).

G. INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case to case basis and will be consistent with officially laid down IPR policies of the two parties .

Use of Intellectual Property:

- The parties agree that any intellectual property, which is jointly developed through activities covered under this agreement can be used by either party for learning purposes without obtaining consent from the other and without any need to account to the other.
- All other intellectual property used in the implementation of the agreement will remain the property of the party that provided it.

- c) This property can be used by either party for purposes covered by the agreement but consent will be obtained from the owner of the property before using it for purposes not covered by the agreement.
- d) Except for rights expressly granted under this agreement,
 - i. Nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party,
 - ii. Each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.
 - iii. Pre-existing Intellectual Property. Except for rights expressly granted under this agreement, each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.
 - iv. Independently Developed Intellectual Property. Any Intellectual Property developed solely by a party under this agreement without the participation of the other party is and will remain the sole and exclusive property of the developing party.
 - v. Jointly Developed Intellectual Property. In the event that the parties jointly develop Intellectual Property, the parties will engage in good faith negotiations to establish their respective rights. In the event the parties cannot reach an agreement with regard to such jointly developed property, each party will have equal ownership and rights in such intellectual property, without further obligation and without a duty to account to the other party.

H. SPECIAL PROVISIONS

- a) Parties will seek to undertake initiatives mainly, corporate positioning, resource mobilization and program sustainability towards fulfilment of activities within this agreement.
- b) Each Party will consult with, and take approval of the other Party to use the latter's name, the names of the latter's officials / faculty members, and logo for the activities under this agreement , and dissemination of results, on a case by case basis.
- c) Parties herein shall apply and comply with existing laws on Data Protection and regulatory framework.
- d) Parties shall first use reasonable endeavours in good faith to amicably settle disputes arising out of or in connection with this Agreement. Where a dispute has not been amicably resolved within fourteen (14) days of it arising, the Parties shall enter into structured negotiation with the assistance of a mediator acceptable to both sides
- e) Force majeure principle and incidental occurrences thereof shall apply to this agreement as the incident may warrant.
- f) All specific projects to which this agreement may lead shall provide a method by which they may be evaluated on a regular basis by the designated authorities of the Parties. Parties shall periodically assess the success and progress of projects launched pursuant to this agreement and recommending improvements to this agreement and/or implementing procedures.
- g) Parties shall prepare periodic status reports on each of the projects undertaken through project agreements under this agreement .
- h) Parties may renew this agreement under the same terms and conditions for the same length of time as the expiring agreement.

I. NON-DISCRIMINATION

Parties herein subscribe to the policy of equal opportunity and will not discriminate on the basis of gender, age, disability, race, color, religion, marital status, national or ethnic origin, or sexual orientation.

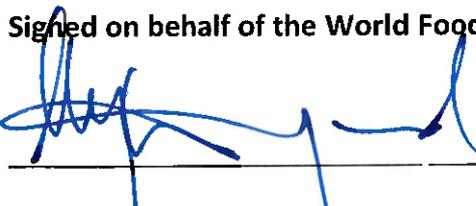
J. SIGNED IN TRIPLICATE

This agreement is executed in duplicate with each copy being an official version and having equal legal validity.

By signing below, the parties, acting by their duly authorized officers, have caused this agreement to be executed, effective as of the day and year first above written.

The two parties hereby agree to the actions and conditions included in this addendum:

Signed on behalf of the World Food Programme

 26/7/21.

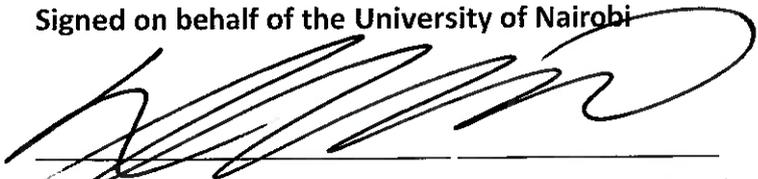
Signature

Date

Name: **Michael Dunford**

Title: **Regional Director (WFP)**

Signed on behalf of the University of Nairobi


Signature _____ Date 16/7/21

Name: **Prof. Stephen Kiama**

Title: **Vice Chancellor (UoN)**

