



# Terms of Reference

## Consultancy for training on Social Auditing of mining transfers

Organization:	Network Movement for Justice and Development (NMJD)
Head office Address:	10 Nylender Street, Off Cape Road, Aberdeen, Freetown
Purpose	Consultancy for Training, Production of Tools, and Accompaniment on Social Auditing for Mining Accountability in Sierra Leone
On behalf of the Network Movement for Justice and Development:	Alusine Bai Kamara <a href="tel:+23275642352">+23275642352</a> <a href="mailto:alusinebaikamara23@gmail.com">alusinebaikamara23@gmail.com</a>
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Implementing Districts	Kenema, Bonthé/Moyamba, and Kono <i>(Tongo, Tankoro, Gbense, Nimikoro, and Mogbemo Communities)</i>
Date	<b>6<sup>th</sup> September, 2023</b>

### About Network Movement for Justice and Development

Established in February 1988, the Network Movement for Justice and Development (NMJD) is a national civil society human rights and development Organization that envisions a just and self-reliant Sierra Leone, where the marginalized and exploited are empowered and equipped with the necessary knowledge, skills and tools to take control of their own lives. The inspiration to establish the organization was borne out of the founders' collective commitment to the preferential 'option for the poor' orientation and the 'See, Judge, Act' methodology of 'Training for Transformation.' NMJD focuses on empowering the people and communities to build a free, just, and democratic society where there is respect for human rights, equality, and sustainable development for the

benefit of all. Aside from the Freetown Office, NMJD has offices with projects, programmes and staff in Makeni, Kamakwie, Bo, Kenema and Kono.

## Background

The Network Movement for Justice and Development (NMJD) a non-governmental organization dedicated to promoting social justice, human rights, and sustainable development in Sierra Leone, is implementing a project focused on enhancing the transparency of mining transfers to CDCs in the Tongo, Tankoro, Gbense, Nimikoro, and Mogbemo communities within the Kenema, Kono, and Moyamba/Bonthe districts. This project seeks to Enhance local development by increasing the investment of mining revenue transfers. The project seeks to empower local communities through social auditing, ensuring transparency, and promoting responsible mining practices. As part of the project's purpose, this project will increase the accountability and transparency of payment methods, management and investment of mining revenues from large-scale mining companies and other subnational transfers made by the central government to Community Development Committees. The problem of lack of local-level accountability has had a significant effect on the economic development and living standards of the people living in mining communities.

**Introduction: NMJD is seeking a qualified consultant to provide services related to delivering a training program on social auditing of mining revenue transfers. The purpose of this document is to outline the scope of work and expectations for the consultant.**

## Scope of Work

**Training Manual Production:** The consultant will be responsible for developing a comprehensive training manual on the topic of social auditing of mining transfers to CDCs. The manual should cover theoretical concepts, practical examples, case studies, and relevant best practices of social auditing of mining transfers to CDCs.

**Training Delivery:** The consultant will deliver a 6-day theoretical training and a 4-day practical training session on social auditing of mining transfers. The training will be planned as follows:

Session 1	3 days	Theoretical
Session 2	2 days	Practical exercises in mining transfers social-audit
Session 3	3 days	Theoretical
Session 4	2 days	Practical exercises in mining transfers social-audit

The training sessions should be interactive, engaging, and designed to enhance participants' understanding and practical application of social auditing principles.

The general objective of this training is to equip the Social Auditors from NMJD with the necessary:

- **Knowledge,**
- **Skills,**
- **Tools** to conduct effective social audits within the CDCs in the area of project implementation.

**Pre and Post-Training Assessment:** The consultant will conduct pre-training assessments to gauge participants' baseline knowledge and skills related to social auditing. Additionally, post-training assessments will be conducted to measure the knowledge and skills acquired by participants upon completion of the training program.

**Design of Social Audit Tools and Templates:** The consultant will design a set of audit tools and templates that are suitable for assessing mining revenues transfers to CDCs from a social auditing perspective. These tools should aid in systematically evaluating various aspects of mining transfers with a focus on social impacts.

**Design of Standardized Factsheet Templates:** The consultant will create standardized factsheet templates that can be used for reporting the findings of social audits to relevant stakeholders. These templates should present information clearly and concisely, facilitating effective communication of social audit results on mining revenue transfers to CDCs.

**Deliverables:** The consultant is expected to deliver the following:

- One (1) comprehensive training manual on social auditing of mining revenues transfers to CDCs.
- Conducted 6 days of theoretical training and 4 days of practical exercises.
- Pre and post-training assessment reports for each participant.
- One (1) set of minimum 5 items of audit tools and templates for assessing mining transfers.
- One (1) set of minimum 5 items of standardized factsheet templates for reporting social audit findings.

**Timeline:** The consultant is expected to commence work on **18<sup>th</sup> September 2023** and complete all deliverables by **13<sup>th</sup> October 2023**.

**Qualifications:** The consultant should possess the following qualifications:

- Demonstrated experience in delivering training programs on social auditing of mining transfer revenues to local development institutions.
- Expertise in the field of mining revenue transfers and social auditing.
- Strong analytical and assessment skills.
- Ability to design effective training materials and assessment tools.
- Excellent communication and presentation skills.

**Selection Criteria:** The consultant will be selected based on the following criteria:

- Relevant experience and expertise.
- Quality of proposed training approach and materials.
- Track record in designing audit tools and templates.
- Proposed timeline for project completion.
- Cost-effectiveness of the proposal.

**Submission of Proposals:** Interested consultants are requested to submit their detailed proposals, including a cover letter, CV, proposed methodology, timeline, and financial proposal, no later than 13<sup>th</sup> September 2023 to the Executive Director [nmjdsl@nmjdsl.org](mailto:nmjdsl@nmjdsl.org);

The proposal must demonstrate how the consultant will achieve the deliverables of these terms of reference. To that end, the technical proposal must contain:

- a. An extended and concise description of the training methodology.
- b. The table of contents of the manual.
- c. Three (3) examples of Social Audit on mining revenue transfers.

**Confidentiality:** All information provided in the proposal and during the project will be treated as confidential and used solely to evaluate and execute the project.

**Contact Information:** For inquiries and submission of proposals, please contact: [nmjdsl@nmjdsl.org](mailto:nmjdsl@nmjdsl.org);

### General Objective:

The general objective of this training is to equip the Social Auditors from NMJD with the necessary:

- **Knowledge, Skills and Tools** to conduct effective social audits within the **CDCs** in the area of project implementation.
- A technical framework indicating the content, methodology, timeline and cost of the work
- A brief inception meeting with key project staff at NMJD to agree on the framework and implementation of the work
- A comprehensive training manual on social auditing techniques tailored to the mining context.
- Audit tools and templates suitable for assessing mining.
- Standardized factsheet templates for reporting social audit findings to stakeholders.

**Deliverables:**

**The resource person carries out training in Social auditing of mining transfers to CDCs by developing:**

- A training manual on mining transfers auditing for social auditors. The manual should contain but not limited to the following:
  - I. Key definitions and explain key concepts related to social auditing as related to mining transfers.
  - II. Step-by-step Approach to Design and Conduct Social Audits on mining transfer to CDCs
  - III. Social auditing report components and template
  - IV. Social auditing tools and templates for assessing mining accountability of CDCs in the project's implementation area.
  - V. Standardized factsheet templates for communicating situation updates on audit findings.
- Do pre and post-training assessments of the Social Auditors trained with regards to knowledge and skills on social auditing acquired
- Link Social Auditors with the relevant operational communities, and stakeholders and create an understanding between and amongst them.

**Methodology:**

The training sessions must be highly practice-oriented, combining theoretical knowledge expositions (using case studies as support) with exercises of real social auditing of mining transfers. Exercises must ensure participants understand and can apply the concepts and the social auditing methodology presented.

**Payment Schedule:**

The selected trainer/resource person will be compensated according to a mutually agreed-upon cost. The payment will be structured as follows:

- 30% upon signing the contract.
- 40% after successful completion of the training (with an approved training manual, audit tools, factsheet templates etc.).
- 30% upon submission of a satisfactory training report.
- Withholding tax shall be deducted from the total contract value.

### Scope of the Task:

The training is expected to take place as follows:

Session 1	3 days	Theoretical
Session 2	2 days	Practical exercises in mining transfers social-audit
Session 3	3 days	Theoretical
Session 4	2 days	Practical exercises in mining transfers social-audit

Location: Freetown or a location as both parties may agree. It will cover the topics of social auditing, mining accountability, community engagement, trainees' pre-& post-training assessment, and effective communication of audit findings. The training will include both theoretical sessions and practical exercises (field visits).

### The timeline for work is thus:

- 15<sup>th</sup> September 2023: Submission of Final Training Manual
- 6<sup>th</sup> October 2023: Completion of Training and submission of all relevant materials Social Auditors will be using
- 13<sup>th</sup> October 2023: Submission of final report of training and assessment of trainees' status.

### Miscellaneous-Conflict resolution and Termination

Either party may terminate this contract with a written notice of at least five days. In case of failure from the Resource Person to complete the terms of reference of this contract to the satisfaction of NMJD, NMJD has the right to withhold the total amount of payment left and take legal actions to request the refund of payments issued in advance for services not delivered by the contractor.

### Conflict Resolution:

In the event of any disputes or disagreements, both parties agree to engage in good-faith discussions to reach an amicable resolution. If a resolution cannot be reached, legal actions may be considered.

### Termination

**1. Termination for Convenience:** NMJD reserves the right to terminate this services agreement at any time and for any reason by providing written notice to the Consultant. In such cases, NMJD shall compensate the Consultant for the services performed up to the date of termination and any reasonable costs incurred in connection with the terminated services.

**2. Termination for Cause:** Either party may terminate this Agreement in the event of a material breach of its terms by the other party. Material breaches may include, but are not limited to:

a. **Failure to Deliver Services:** If the Consultant fails to deliver any of the specified services as outlined in the contract, NMJD may terminate this Agreement with immediate effect. The termination shall be accompanied by a written notice specifying the nature of the breach. In such cases, the Consultant shall not be entitled to any compensation for the incomplete services.

b. **Substandard Performance:** If the services delivered by the Consultant are determined by NMJD to be substandard, incomplete, or do not meet the agreed-upon quality standards, NMJD may terminate the Agreement after providing a written notice specifying the deficiencies. The Consultant shall be given 3 days to rectify the deficiencies within that specified period. If the Consultant fails to rectify the deficiencies within the specified time, NMJD may terminate the Agreement.

**3. Compensation upon Termination:** In the event of termination under Section 2(a) (Failure to Deliver Services), the Consultant shall not be entitled to any compensation for the services not delivered. Additionally, the Consultant shall promptly reimburse NMJD for any payments received for the undelivered services.

**4. Return of Materials:** Upon termination of this Agreement, whether for convenience or cause, the Consultant shall promptly return to NMJD any materials, documents, or intellectual property provided by the NMJD to perform the services.

**5. Dispute Resolution:** In the event of a dispute arising from or in connection with the termination of this Agreement, the parties agree to engage in good faith negotiations to resolve the dispute. If a resolution cannot be reached through negotiations, the parties agree to pursue mediation or arbitration by the laws of the jurisdiction governing this Agreement.

**6. Survival:** Termination of this Agreement shall not affect the rights and obligations of the parties that, by their nature, should survive termination. These include but are not limited to, confidentiality, intellectual property rights, and dispute resolution provisions.

**Effective Date:**

The services will be extended on agreement of the parties