



INVITATION TO TENDER FROM ORGANISATIONS IN LATIN AMERICA CREATING A CONDUCIVE INTERNATIONAL ENVIRONMENT FOR HARM REDUCTION

Summary

IHRA would like to invite tenders from organisations in Latin America to work collaboratively with them on a new programme of work. The tender specification is set out in *Annex 1*.

The programme of work is funded by the UK Department for International Development (DFID). It will enhance the capacity of both IHRA and that of partner organisations to advocate for a harm reduction approach to preventing the spread of HIV/AIDS in drug using populations.

The aim of the programme is to ensure that multilateral agencies such as the UN system, the EU, and major donors have in place, and implement, policies and programmes which promote and support harm reduction interventions, delivery and best practice at international, regional and national levels.

IHRA is seeking the collaboration of harm reduction organisations around the world in this new venture.

Background

There is a substantial international evidence-base for the effectiveness of harm reduction interventions for drug using populations. These include outreach, peer education, needle and syringe exchange schemes, substitution treatment, voluntary testing and counselling, and information, education and communication, and behavioural change communications. These interventions target the transmission risks of blood borne viruses such as HIV/AIDS and also help to reduce sexual risk behaviours. Harm reduction is supported by several global sponsors (such as UNAIDS, WHO, UNICEF, UNODC, UNESCO, GFATM and World Bank), major donors, and by international, regional and national NGOs across the world. The global uptake of harm reduction has increased in the last twenty years. There are now 65 countries worldwide with syringe distribution programmes, 58 countries with substitution treatment programmes, and supportive policies from national governments across religious, cultural and economic settings. The provision and coverage of Anti-Retroviral treatments is also increasing.

Current Barriers to Harm Reduction

Despite widespread acceptance, many barriers remain to the acceptance and implementation of harm reduction policies and programmes at international, regional and national levels. These include:

- Governmental opposition to harm reduction
- Legal restriction on harm reduction activities
- Limits on NGO activity
- Bilateral donor restrictions
- Pressure applied by key donors to undermine harm reduction
- Low political will and/or problem denial at a national level
- Unclear or contradictory multilateral agency positions
- Systemic barriers in multilateral systems
- Ineffectual fear-based anti-drug education that feeds into an inherent prejudice against drug users in many countries
- Reluctance to recognise the basic human rights of drug users

The Way Forward: Global Advocacy for Harm Reduction

It is essential that the promotion of harm reduction receives continued support and attention at all levels. IHRA's programme of work aims to assist civil society networks across the world in their advocacy for high coverage and good quality harm reduction interventions.

In order to call to account the multilateral agencies on an international level, their work needs to be monitored and scrutinised by the regional and national harm reduction organisations. By linking harm reduction organisations with each other and with other civil society organisations, and centrally collecting information on the policies, activities, performance and structures of multilateral agencies, we can increase the potential of civil society to create an environment that is conducive to harm reduction and ensures that international commitments are not just empty promises.

This programme of work will be achieved through several activities:

- (1) To monitor the global state of harm reduction
- (2) To monitor the delivery and performance of multilateral agencies against their existing harm reduction commitments and policies
- (3) To identify shortcomings in multilateral agency policies and programmes on harm reduction and highlight where these fail to meet and reflect national and regional need and experience
- (4) To strengthen and improve the advocacy processes and capacity of civil society and to undertake coordinated advocacy campaigns for harm reduction
- (5) To facilitate access to harm reduction resources for policy makers, practitioners, drug users and researchers

Resources and Process

IHRA has appointed a Senior Policy Adviser (Rick Lines), Research Analyst (Catherine Cook), and Human Rights Analyst (Damon Barrett) to implement and coordinate this programme.

Key Partners

Funding has been provided by DFID to support cooperation between IHRA and selected harm reduction organisations and networks. It is envisaged that the relationship between IHRA and the harm reduction networks will be formalised either by (a) memoranda of understanding, or where IHRA provides funds, by (b) sub-contracts between IHRA and the recipient networks. These sub-contracts will specify the terms activities and outputs.

IHRA has already entered into or is about to agree sub-contracts or memoranda of understanding with the following organisations:

- Asian Harm Reduction Network
- Central and Eastern European Harm Reduction Network
- Caribbean Harm Reduction Coalition
- International Network of People who Use Drugs (INPUD)
- Middle East and North African Harm Reduction Network (MENAHR)
- Youth Network for Harm Reduction (in process of establishment)
- Sub-Saharan Africa Harm Reduction Network (which has yet to be established)
- International Nursing Harm Reduction Network (in process of establishment)

The project will also work closely with the existing harm reduction organisations in North America and Oceania.

Sub-Contracting

The main activities that IHRA envisages networks and organisations contributing to the programme are:

- Participating in the annual harm reduction networks meeting
- Contributing material for an annual report on the global state of harm reduction
- Mapping harm reduction associations, and relevant human rights, HIV/AIDS and drug policy organisations
- Contributing information and analysis to regional assessments on the policies and performances of multilateral agencies
- Undertaking national case studies on the strengths and limits of harm reduction and the contribution of multi-lateral agencies
- Participating in coordinated advocacy campaigns (planned and ad-hoc)
- Contributing materials for the IHRA website

The programme of work envisaged for Latin America is set out in *Annex 1*.

Potential Benefits for Key Partners

This project is intended to bring mutual gains for all parties. The potential benefits for partner organisations include: improved involvement with multilateral agency activities, enhanced capacity for advocacy, funding provided by IHRA sub-contracts (where applicable), improved links to fellow networks and to IHRA, the opportunity to contribute to global research and reports, the opportunity to collect data and information on regional multilateral agency performance.

Gerry Stimson
May 2007

ANNEX 1:

INVITATION TO TENDER FROM ORGANISATIONS IN LATIN AMERICA

1. Tender specification

IHRA invites tenders for the services specified in Section 2 below. The services are to be delivered to IHRA in English.

Contract: The services will be subject to a contract agreed between IHRA and the organisation or organisations selected to supply the services. See *Annex 2* for a draft contract.

The contracted period will be 12 months from the date of agreement. Contracts beyond this period will be subject to further negotiation and agreement.

Project Management: IHRA would prefer to contract with one organisation, which may choose to subcontract with other individuals or organisations for the supply of services or to deliver the services as a consortia. In such case we prefer that one contracted organisation remains responsible to IHRA for the supply of services. Exceptionally, we may issue separate contracts to several organisations – for example if the supply of services is made on a sub-regional basis, or if separate components of the project are best delivered by different organisations.

Eligible organisations must be based in Latin America and be legally incorporated.

Budget: The total annual value in 2007-8 is £18,000 and will in no circumstances exceed this amount. Payment will be made in United Kingdom Pounds Sterling (GBP) into the organisation's nominated bank account.

2. Terms of reference

2a. Specific Deliverables

The organisation will be expected to fulfil the following tasks in 2007/8, to a timetable to be agreed with IHRA.

(1) To identify the multi-lateral agencies that are active within Latin America, and who deliver or fund projects and programmes on supply, demand and harm reduction for drugs and the prevention and care of drug users with HIV/AIDS.

(2) To provide information on the scale, funding, and nature of these multilateral agency activities.

(3) To collect information on the current position on the availability and provision of harm reduction in Latin America, using a pro forma supplied by IHRA, such information is to be used for IHRA's annual report on the global state of harm reduction.

(4) To help identify other potential partners in Latin America (such as key harm reduction organisations and networks, human rights organisations, drug policy

groups, development and other civil society organisations). This will be used for information (on the IHRA website) and for advocacy.

(5) To identify major regional and national organisations within Latin America who develop and deliver policies and programmes on supply, demand and harm reduction for drugs and the prevention and care of drug users with HIV/AIDS.

(6) To advise IHRA about the consultation systems and opportunities for influencing these multilateral, regional or national agencies. This will allow IHRA and partners to effectively plan coordinated and collaborative advocacy campaigns.

(7) To participate in the annual Harm Reduction Networks Meeting, which will take place at *Harm Reduction 2008* (IHRA's annual conference) and which will be held in Barcelona in May 2008. Costs of attendance by one participant will be met by IHRA directly and should not form part of the tender.

3b. Ad-hoc Deliverables

In addition to the points above, these activities may emerge as the year progresses:

(1) To participate, alongside IHRA and the other harm reduction networks, on advocacy work to promote harm reduction to multi-lateral and regional agencies.

(2) To assist IHRA (and IHRA consultants) in the identification of documents on various issues surrounding harm reduction. These documents will then be considered for the IHRA "50 Best Collections" on the website.

(3) To advise IHRA on potential opportunities for harm reduction advocacy in Latin America as they emerge throughout the year.

3c. IHRA Deliverables

In order to ensure that the collaborative working relationship has mutual benefits, IHRA will fulfil the following commitments in 2007-8:

(1) To provide funding to £18,000 subject to an agreed sub-contract

(2) To promote the activities, reports, resources, campaigns and news from Latin America on the IHRA website and e-newsletter on an ad-hoc basis throughout the year.

(3) To enable access (directly or indirectly) to multilateral agency activities and consultations wherever possible.

(4) To support regional campaigns and events in Latin America where possible.

(5) To provide **one** full scholarship to *Harm Reduction 2008* (travel, accommodation, registration, and visa).

4. Tender process

The tender document should be received by email attached document by IHRA no later than **Saturday 14th July 2007**. Receipt of the document will be acknowledged by IHRA.

Applicants should include the following in the tender document:

- Name of Organisation
- Address and contact details (postal address, fax, and email)
- Legal status of organisation and where and how incorporated
- Brief description of the organisation indicating its competencies to undertake the work (250 words maximum)
- Name of person empowered to sign contracts. The tender document must also be signed by this person
- Name of contact person
- Name of person responsible for delivering the services
- Description of how the services will be delivered (500 words maximum)
- Description of the management of the project, including the management of any sub-contract or consortia arrangements (250 words maximum)

Gerry Stimson
May 2007

ANNEX 2:

DRAFT CONTRACT

Agreement to provide services (draft)

THIS AGREEMENT (the 'Agreement') is made

Between

and

the International Harm Reduction Association ("IHRA") an organisation incorporated in England and Wales and having its registered office at 116 Duke Street, Liverpool, L1 5JW England.

WHEREBY IT IS AGREED as follows:

The Services

XXXXX undertakes to supply the Services as set out in the attached Terms of Reference (Annex1) which form an integral part of this agreement.

The Term

This Agreement shall commence on XXXXX and shall terminate on XXXXX unless IHRA shall notify XXXXX in writing of its intention to extend the Term on the terms and conditions specified in this Agreement.

Contact

Inquiries about this Agreement should be addressed to: Prof Gerry Stimson at IHRA, 40 Bermondsey Street, London, SE1 3UD.

Performance of the Services and Quality Control

XXXXX will be solely responsible for determining all matters of detail as to the manner in which the Services are performed, and for ensuring that all work done is of an objectively acceptable quality.

Fees and Payment

The fee shall be used for the purposes set out in attached Terms of Reference. The total fee for the work shall be XXXXX. Invoices from XXXXX should provide main headings of budget expenditure. XXXXX agrees to maintain adequate financial records consistent with generally accepted accounting practices and to retain such records together with original invoices for at least five years after the conclusions of the grant period. Original invoices for components of this expenditure (e.g. travel, wages, and purchases) must be made available if IHRA is required to provide them to its auditors.

A payment of XXXXX shall be paid on signing the agreement; a final payment of XXXXX shall be paid upon satisfactory completion of the work.

It is the responsibility of the XXXXX to ensure compliance with local tax regulations regarding these payments.

Delegation and assignment

XXXXX shall undertake the work entirely themselves; this does not preclude assistance provided by others directly responsible to XXXXX.

Relationship of the parties

Nothing in this Agreement shall be deemed to constitute a business partnership between the parties.

Confidentiality

In the event of IHRA or XXXXX making available to the other party confidential information relating to its business, scientific or other activities in the course of this Agreement, IHRA and XXXXX shall maintain the confidentiality of such information, and shall not disclose it to third parties. If any permission is given for the disclosure of any confidential information disclosed hereunder to a third party or parties, IHRA and XXXXX shall ensure that the third party or parties are bound by obligations to maintain the confidentiality of such information which are the same as, or equivalent to, those set out herein

Intellectual property rights

Nothing in this agreement shall affect the ownership of pre-existing intellectual property rights or of those originating outside this Agreement which one party agrees to make available to the other in the course hereof.

Information produced from work undertaken in the course of this Agreement is the joint copyright of IHRA and XXXXX and may be used by either IHRA or XXXXX. XXXXX will consult IHRA about acknowledging sources of funding for the work and of the timing and nature of any publication of specific results of this work in any language. Both IHRA and XXXXX will agree arrangements about publication rights in the case of any additional work co-funded by agreements with other donors.

Acknowledgement

XXXXX and IHRA agree to acknowledge the support of the other party in any publication using material gained for the express purposes of this agreement.

Indemnity

XXXXX shall indemnify and keep indemnified IHRA from and against any and all loss damage or liability (whether civil or criminal) suffered and legal fees and costs incurred by IHRA resulting from a breach of this Agreement by XXXXX. IHRA shall indemnify and keep indemnified XXXXX from and against any and all loss damage or liability (whether civil or criminal) suffered and legal fees and costs incurred by XXXXX resulting from a breach of this Agreement by IHRA.

Entire agreement and amendments and termination

This Agreement and any Annexes constitutes the entire agreement between the parties, and any representation made by either party prior to the signing hereof shall be disregarded. Any amendments to this Agreement shall be agreed in writing by XXXXX and IHRA. Either party may give the other notice of termination of this agreement. Such termination shall come into effect three months after notice has been received, subject to the settlement of any outstanding obligations.

Disputes and arbitration

If IHRA believes that the Services are deficient, the IHRA Contact shall formally notify XXXXX in writing, inviting them at the earliest possible opportunity to discuss the matter and giving them clear indications as to how the Services have not been satisfactory. After such discussions, XXXXX shall remedy any agreed faults within an agreed, reasonable timescale, not generally to exceed three working weeks. Once IHRA has formally notified XXXXX of any such deficiencies, it shall be entitled to withhold payment of any invoices which XXXXX have submitted (or may submit) for the Services, or part-pay any such invoices as it sees fit.

If XXXXX are unable or unwilling to remedy the above faults, IHRA may terminate this Agreement forthwith; if XXXXX feels that their services are not at fault or that IHRA is unfair in its judgment of the quality of her services, and the parties are unable to agree the matter amicably between them, the matter may be resolved by reference to an independent umpire who is acceptable to both parties, and whose decision both parties agree shall be final; such an umpire may also determine what amounts XXXXX may be paid for their services to date, if appropriate.

Applicable Law and Jurisdiction

This Agreement is made and shall be interpreted in accordance with English Law and subject to the jurisdiction of the English courts sitting in England.

Signed

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XXXXX - print and sign and date

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On behalf of IHRA - print and sign and date