



United Nations  
Educational, Scientific and  
Cultural Organization



**Regional Centre on Groundwater  
Resources Education, Training & Research**  
OASIS OF GROUNDWATER KNOWLEDGE

REGIONAL CENTRE ON GROUNDWATER RESOURCES, EDUCATION,  
TRAINING AND RESEARCH

# Consultancy Guideline

March 2019

## **Vision**

A premier regional centre in groundwater research and capacity building

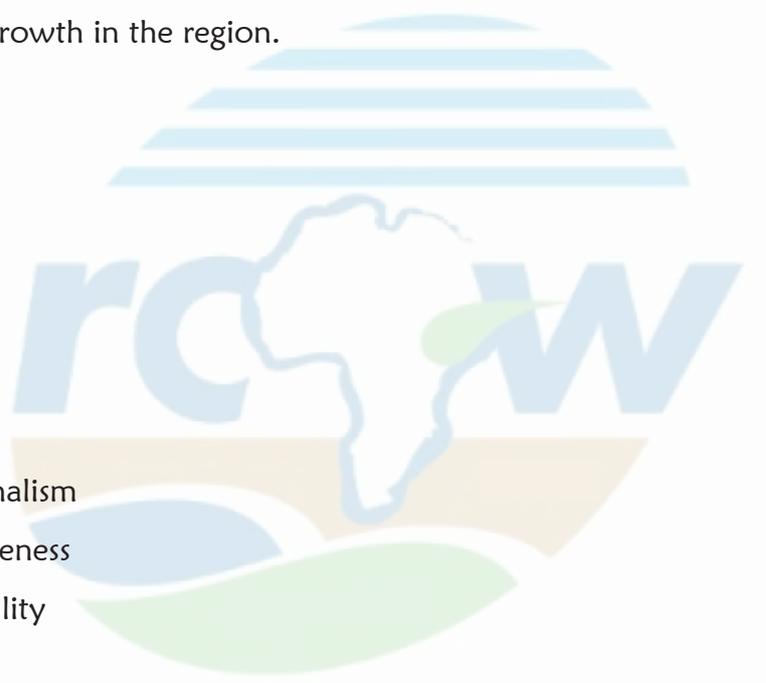
## **Mission**

To promote research, education and training for sustainable management and development of groundwater resources

The Centre will take the lead in the promotion of sustainable use of groundwater to spur economic growth in the region.

## **Core values**

- Integrity
- Professionalism
- Innovativeness
- Sustainability



## **Core Mandate**

The object and purpose of Regional Centre on Groundwater Resources Education, Training and Research is to conduct research and capacity building on groundwater resources management and development in the African Region.

## List of abbreviations

<b>RCGW</b>	Regional Centre on Groundwater
<b>IHP</b>	International Hydrological Programme
<b>UNESCO</b>	United Nations Educational Scientific and Cultural Organizations
<b>CEO</b>	Chief Executive Officer
<b>IP</b>	Intellectual Property
<b>GoK</b>	Government of Kenya
<b>PDP</b>	Professional Development Programme



## Definition of terms

**Client** - is an organization or individual commissioning consultancy work to RCGW.

**Consultancy** - is a task specific professional service provided to the clients by an individual, consulting firm or group, or RCGW team at a cost.

**Centre** - refers to RCGW, the organization in the context here.

**Consultant** - refers to eligible staffs of the Centre who seek to engage in consultancy.

**Consulting** - any knowledge transfer process.

**Policy** - guide to decision making and limits to which decisions can be made.



## **Preamble**

Regional Centre on Groundwater Resources Consultancy and collaborative project works is necessary for the Centre to meet its core mandates. The Board, management and all stakeholders have since then realized the importance of a framework guiding on consultancy services, hence, the development of this framework.

The framework here aims at governing all consultancies work besides giving acceptable procedures and guidelines on key delivery areas, code of conduct of staff or parties in service, project timelines, key deliverable areas and payment procedures among other areas. From time to time, the Centre through the Directorate of Research, Mapping and Management and Directorate of Consultancy and Partnership Development will review and strategically position this framework in line with policy documents to ensure quality adherence and conformity.

Through coordinated framework, the Centre aims at using its own pool of professional and expertise in conducting consultancies.



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## **1.0 INTRODUCTION**

### **1.1 Background of the Centre**

Regional Center on Groundwater Education, Training and Research in Eastern Africa was established as result of Resolution XIX-6 of the UNESCO Intergovernmental Council of the International Hydrological Programme (IHP) of July 2010. It is a Category 2 Centre within the auspices of UNESCO situated in Nairobi, Kenya. The purpose of the Centre is to promote regional cooperation on the 'Management of Groundwater Systems', Train water professionals, Support Member States in addressing regional needs and contribute to the SDGs (Sustainable Development Goals).

In February 2013, the Government of Kenya and UNESCO signed an agreement setting up the Centre. The Agreement spelt out the functions and objectives of the Centre as well as the obligations of each of the parties with regard to the Centre. Consequently, the Government of Kenya through its Legal Notice No. 252 of 18th December, 2015 operationalized the Centre.

### **1.2 Organizational Structure**

The administration of the research function is provided by the Deputy Director who is answerable to the Director/CEO of the Centre. The Deputy Director is assisted by two Assistant Directors.

The roles and duties of Deputy Director, Consultancy will include: Coordinating, monitoring and evaluation of Consultancy projects, developing work plans and dissemination of research findings.

#### **1. Statement of the Guidelines**

- i. The Centre is committed to support external clients through engagements that facilitate research, knowledge and technology transfer hence contributing to income generation through delivery of consultancy services.

- ii. The Centre shall provide conducive environment that encourages its staff to come up with innovative ways of identifying, sourcing and delivering consultancy services as a strategy of generating extra income.
- iii. The Centre shall identify and source for Consultancy opportunities for the development of the knowledge base and income generation.
- iv. The Centre shall recognize consultancy in the annual appraisal as a distinct category for which the Centre staff is rated.
- v. The Centre will be open to partnership with other entities which provide related services.
- vi. The Office of the Deputy Director in charge of Consultancy shall be responsible for coordinating the consultancy Guidelines.

### **1.3 Purpose of the Guidelines**

The aim of this Guideline is to provide guidance to the Centre staff in engaging in delivery of innovative consultancy services, thereby contributing more effectively to income whilst addressing social problems and contributing to the body of knowledge. The consultancy also contributes to IHP-UNESCO mandate to build capacity on water resources management.

The consultancies would:

- i. Generate extra income to the Centre.
- ii. Facilitate development of the Centre's Regional groundwater database.
- iii. Facilitate the Centre to have a database of its consultancies that will aid its performance appraisal.
- iv. Create a market niche for the Centre by advertising and bidding for consultancies within its realm.
- v. Create an environment that is mutually beneficial (in terms of knowledge transfer and income generated) to the Centre and its collaborating partners including universities and other consultancy firms.
- vi. Create an avenue for the Centre staff to utilize their knowledge and skills towards development of networks, learning opportunities (through engagement of interns, attachés) and income to the Centre.

## 1.4 Objectives of the Guidelines

The objectives of these Guidelines are to:

- i. Provide guidance in the identification, coordination and implementation of consultancy assignments that meet international standards and client's satisfaction.
- ii. Broaden resource opportunities by undertaking consultancy services as a major source of income.
- iii. Develop and enhance networks with private organizations, government agencies, learning institutions, leading to collaborative consultancy ventures with the Centre.
- iv. Clarify the roles of the Centre, individuals or consulting group for delivery of effective consulting services.
- v. Clarify on benefit sharing arrangement.
- vi. Enable the Centre to increase its visibility in the region providing industry based solutions and quality consulting services.
- vii. Continually create opportunities for sharing best practices among practitioners on consultancy, practice and development guidelines.

## 1.5 Rationale

The Centre intends to position itself strategically in the groundwater resources consultancy space. The Centre will encourage its staff to aggressively market through high quality consultancy services.

Besides broadening revenue base of the Centre, the following benefits will accrue:

- i. Knowledge advancement and professional development of members of staff.
- ii. Institutional and staff recognition.
- iii. Influencing policy decision making.
- iv. Capacity development through sharing of the acquired knowledge.
- v. Provides an opportunity for students and interns to gain practical experience and broaden their perspective.
- vi. Maintain up-to-date expertise among staff with social, industrial, professional and private institution experience relevant to the mandate of the Centre.

## 1.6 Scope of the Guidelines

The Centre will carry out consultancy services using its own team of experts or in collaboration with other experts/ institutions which consists a rich pool of skills & knowledge and facilities. Such work is usually paid for at a market rate, and may deliver stronger Intellectual Property (IP) rights to the business client than would apply in a collaborative research relationship.

Consulting activities include the following:

- (a) **Problem solving:** This can apply to a wide range of areas, from groundwater modelling, groundwater & soil contaminant remediation, groundwater hydraulics, groundwater quality, groundwater management, groundwater-surface water interaction, geophysics, geotechnical, managed aquifer recharge etc. Typical examples of “problem solving” consultancy services include feasibility studies that need possible solutions from the Centre, standard data analysis; design and supervision of groundwater projects; provision of professional advice and environmental impact assessment.
- (b) **Contracted Consultancy:** Contracted consultancy originates from a specific request by a client (company, individual or organization), the costs of which are paid for by the client.
- (c) **Professional Development Programme (PDP) Course:** Training related services can be Tailor-made services to clients entailing needs assessment, development of curricula, programmes and materials, induction courses, delivery of training, monitoring or evaluation of the training for a specific client or group of clients.

### Eligibility to participate in Centre Consultancies

- i. All Centre staff that are employed under fulltime or contract basis.
- ii. Any staff engaged through consortium with other institutions. Such staff shall subscribe fully to the policy framework of the Centre.

## **2.0 INCOME FROM CONSULTANCY SERVICES**

### **2.1 Pricing of Centre Consultancies**

Consultancy Department will advise the member of staff on all aspects of pricing (including current daily rates) and will negotiate with the client on behalf of the Centre and the Consultant.

Due to the broad nature of Consulting and the wide variation of factors (economic, geographic and otherwise) impacting on the work, each piece of Consultancy needs to be priced on an individual assignment.

Factors to consider when pricing Consultancy work include:

- i. Payment of taxes including Value Added Tax and withholding tax at the prevailing rate.
- ii. Professional fee.
- iii. Unskilled and semi-skilled labour.
- iv. Travelling and accommodation costs where applicable.
- v. Full economic costing of access to equipment and facilities.
- vi. Insurance cover and costs for any work done on Centre premises involving non-Centre personnel.
- vii. Other expenses incurred in carrying out the work.

### **2.2 Sharing of Consultancy income**

The Centre desires to have an attractive and equitable income sharing mechanism which will motivate staff to undertake consultancies under the auspices of the Centre. The sharing of generated revenues shall recognize the contribution at individuals, departments and Centre levels of consulting options.

It is hence proposed that income is shared taking in consideration the following:

- i. Complexity of the assignment.
- ii. Time to be spent in the office and field.
- iii. Use of space and equipment.
- iv. Level of expertise needed.
- v. Taxes (VAT and withholding) responsibilities.

The sharing of the income generated from the consultancies shall be conducted in a transparent manner, and that consultants shall be paid in time.

(a) Individual initiated consulting

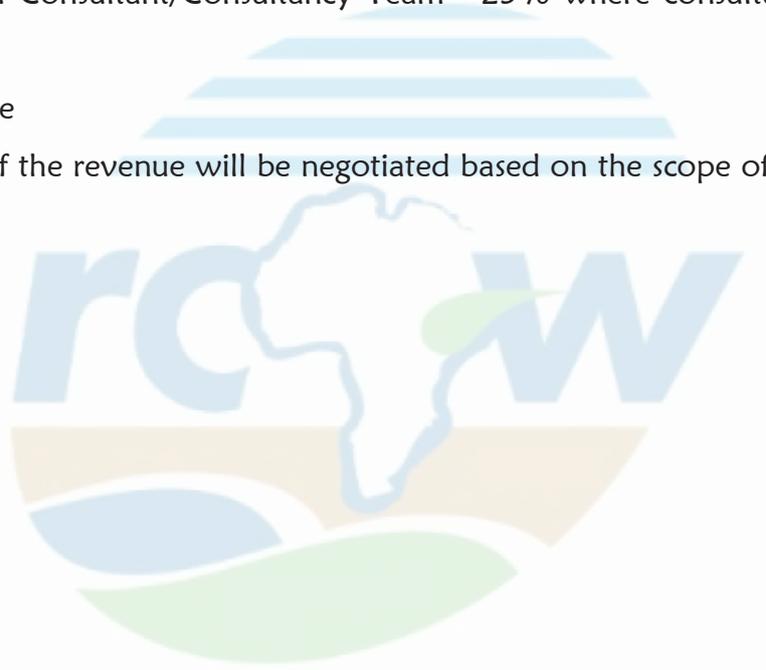
- i. The Centre - 25% without meeting any costs.
- ii. Individual consultant/consultancy team and associated expenses - 75% where the consultants meet all the operational costs.

(b) Centre initiated Consulting

- i. The Centre - 75% where Centre meets its costs
- ii. Individual Consultant/Consultancy Team - 25% where consultants meet their costs.

(c) Joint Venture

The sharing of the revenue will be negotiated based on the scope of works of each partner.



### **3.0 ROLES AND RESPONSIBILITIES**

#### **3.1 Roles and Responsibilities of the Centre**

Roles and Responsibilities of the Centre shall be:

- i. Adhere to relevant laws and regulations.
- ii. Act in accordance with Centre's Consultancy guidelines.
- iii. Develop and provide all the consultancy materials and undertake the consultancy.
- iv. Deliver all project outputs as per the client's TOR.
- v. Identify physical resources such as laboratories and equipment that can be utilized for consultancy work.
- vi. The Centre will ensure that prerequisites of the consultancy are met.

#### **3.2 Roles and Responsibilities of the Centre's experts**

When an employee of the Centre sources for consultancy and undertakes it at their own expense, he will have the following responsibilities:

The expert shall:

- i. Obtain written permission from the Centre before commencement of work.
- ii. Adhere to relevant laws and regulations.
- iii. Act in accordance with Centre's Consultancy guidelines.
- iv. Develop and provide all the consultancy materials and undertake the consultancy.
- v. Deliver all project outputs as per the client's TOR.

#### **3.3 Roles and Responsibilities of the Clients**

The client shall:

- i. Develop a contract agreement to be signed by both the client and the consultant.
- ii. Provide requisite data and information including project documents (i.e. drawings, maps, designs, location, Terms of Reference).
- iii. Appoint contact person for communication.
- iv. Provide introduction letters where necessary.
- v. Make prompt payments to the consultants as per the contract terms.

#### 4.0 GUIDELINES IMPLEMENTATION

- i. These guidelines shall be effective from the date of approval by the Centre's management.
- ii. These guidelines shall apply to all agreements between the Centre, the client and the consulting unit or individual consultant.
- iii. These guidelines shall be interpreted in a manner that is consistent with all applicable Kenyan and Local Statutes and Laws.
- iv. The Consulting Department of the Centre shall be established for the purpose of securing consultancies.
- v. The consultants before commencement of the work shall fill in the Consultancy Form (Appendix I) to provide details about the consultancy assignment for accountability purposes.
- vi. The consultants shall sign a contract of agreement with their clients to show commitments in both parties in undertaking the consultancy work within specified period of time at a fee. The Centre shall obtain all necessary requisite licenses (EIA, hydrogeologist, Hydrologist, Hydrochemist).
- vii. The Centre will develop a database of relevant experts on different fields. The experts will provide detailed CVs under confidentiality cover and in prescribed format. The CVs provided will be solely used for sourcing consultancies and for no other purpose.

#### 5.0 PROCEDURES FOR CONDUCTING CONSULTANCY PROJECTS

Consultancy assignments acquired by the staff and the Centre shall be transmitted to the Deputy Director, Consultancy Services and the procedures for conducting consultancy projects will be examined in the following stages:

**Stage 1:** A consultancy opportunity can be identified, either by the staff or the Centre. It is then passed to the Office of Deputy Director, Consultancy Services for registration, analysis of viability and practicability.

**Stage 2:** Identifying appropriate consultant(s) to undertake the consultancy assignment if the consultancy assignment has been sourced by the Centre.

**Stage 3:** The Deputy Director, Consultancy Services in consultation with selected consulting team shall then prepare a technical and financial proposal for submission to the client.

**Stage 4:** Once the proposal has been accepted by the client, contract agreement shall be prepared for signing between the Centre and the client. The agreement shall include the project scope, key deliverables, agreeable cost/price structure and timescales required to accomplish the task. The client shall approve the proposal and sign the contract for the work to commence.

**Stage 5:** Work shall commence as agreed between the client and Centre. The Centre shall deliver work outputs according to the client's terms of reference. On the project completion, the Centre shall submit the final report to the client with all deliverables.

**Stage 6:** The Centre shall invoice the client for payment of consultancy services as per the contract.

## 6.0 CONSULTANCY GUIDING PRINCIPLES

All consultancies as described in these guidelines shall be governed by the following guiding principles:

- i. There shall be demonstrable benefit to the Centre from the consultancy through income, enhanced reputation, and/or expanding the expertise of the staff member.
- ii. The Centre staff shall devote their normal working time in fulfilling the mission of the Centre as their primary employer. Hence, necessary arrangements shall be made to ensure that, consultancy work does not impact negatively on the normal duties of the staff.
- iii. A consultancy agreement shall be based upon a written and signed contract between the client and the Centre.
- iv. The consultants shall at all times, conduct their work in a highly professional and ethical manner that does not in any way put the Centre into disrepute.
- v. Consultants shall represent the image of the Centre in external business forums and seek to promote it as the Centre of choice.

- vi. Engagement in consultancies shall not create conflict of interest, with other Centre policies. Any consultancy service shall not be in conflict with the functions, objectives or interests of the Centre.
- vii. Staff members shall not undertake any consultancy work before a formal agreement has been reached between the Centre and a client unless they are on leave or doing their own private consultancies which are not covered in these guidelines.

## **7.0 PREPARATION OF CONTRACT AGREEMENT**

The following considerations shall be undertaken while preparing contract agreement for consultancy services:

- i. Contract number and name.
- ii. Contract sum.
- iii. Contract period.
- iv. Parties involved.
- v. Accompanying documents.
- vi. Terms and conditions of the contract including down payment upon signing of the contract.

## **8.0 CONSULTANCY APPROVALS**

- i. A member of staff wishing to engage in consultancy activities for pay, shall obtain written permission from the CEO before embarking on such activity.
- ii. All Centre consultancies shall be approved and managed in accordance with these guidelines.
- iii. Consultancies shall be approved through completion of Consultancy Application Form (Appendix I), obtainable from the Office of the Deputy Director, Consultancy Services.

## 9.0 GUIDELINES REVIEW

- i. These guidelines shall be reviewed after every two years or earlier where necessary, to reflect the current best practices in the consulting practice and to incorporate emerging issues.
- ii. Reviews and amendments of these guidelines shall be undertaken with the approval of the CEO.

## 10. DISCLAIMER

### PRIVATE CONSULTANCY DECLARATION

- i. The Centre has the right to ensure that the Private Consultancy work undertaken does not in any way impact negatively on Centre values and/or the core duties of the staff member as a Centre employee.
- ii. A staff member undertaking Private Consultancy needs to declare in advance Private Consultancy activities through the submission of a signed Private Consultancy Declaration form to Deputy Director, Consultancy Services stating the nature of the Consultancy and that he/she is undertaking the Consultancy in a personal capacity and in his/her own time (see Appendix II).
- iii. A staff member must ensure that there is no conflict of interest with Centre's interests when undertaking Private Consultancy.
- iv. A staff member must make the client aware that he/she is **NOT** acting on behalf of the Centre.
- v. A staff member must **NOT** make use of Centre's name, logo, space, facilities, equipment, stationery, email, telephone, or Intellectual Property for private consultancy work.
- vi. A staff member accepts in writing that he/she is **NOT** covered by the Centre's Public Liability or Professional Indemnity cover while undertaking Private Consultancy and should personally make adequate insurance provision to cover his/her work.
- vii. A staff member accepts that it is his/her personal responsibility to account for any income tax and/or Value Added Tax, that may be due to the Kenya

Revenue Authority arising from income earned through Private Consultancy work.

viii. Centre makes no claims nor has any financial interests in Private Consultancy beyond ensuring that its reputation is protected and that it incurs no liability.

## 11. COMPLIANCE

Deputy Director, Consultancy Services shall have responsibility for disseminating details of Centre’s Consultancy guidelines to staff and to promote appropriate consulting activity.

## 12. REFERENCES

- i. University of Nairobi Consultancy Unit.
- ii. South Eastern Kenya University Consultancy Policy.
- iii. Kenya School of Government Consultancy Policy.
- iv. Jomo Kenyatta University of Agriculture and Technology Consultancy Department.
- v. Kenyatta University Consultancy Services Policy.



Name of Organization/Client:

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Project title:

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.....  
.....

Contact details:

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Contact person: ..... Telephone:

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E-Mail address:

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Nature of consultancy (details):

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.....

Physical location, town and Country:

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...

Team Members (if applicable):

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Duration (days): ..... Starting date:

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Expected completion date:

.....

Estimated total expenditures (Kshs):

.....

Estimated gross net income:

.....

Name of Consultant(s):

.....

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.....

Signature: ..... Date: .....

Deputy Director, Consultancy:

.....

Signature: ..... Date: .....

Director/CEO:

.....

Signature: ..... Date: .....

**APPENDIX II**  
**PRIVATE CONSULTING DECLARATION FORM**

Name:

Department:

Name of Client:

Proposed duration of Consultancy:

Brief description of Consultancy work to be undertaken:

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I declare that the Consultancy work I am about to undertake with this client will be conducted entirely on my own time and without recourse to any facilities, space, equipment, research data or results of the Centre.

I further declare that there is no conflict of interest with Centre and that my client is aware that I acting in an entirely private capacity and that I cannot make any representations concerning Centre's intellectual property.

I understand that I am not covered under the Centre's public liability and professional indemnity insurance policy.

Signature:

Date:

I am satisfied that ..... is undertaking this work in an entirely private capacity and that there is no conflict with his/her contractual obligations to Centre.

Name:

Signature of Head of Department:

Date:

COPY OF SIGNED FORM TO BE KEPT BY DEPARTMENT OF CONSULTANCY OFFICE

