



Introduction

The Open Data Partnership for Development (The Partnership) is an initiative designed to help policy makers and citizens in developing countries understand and build on the benefits of open data. The first round partners are the [World Bank](#), the [Open Knowledge Foundation](#) and the [Open Data Institute](#).

The Partnership's objectives include:

1. Supporting developing countries to plan, execute and run open data initiatives

Officials in developing countries are recognizing the potential impacts of open data. They are looking for a range of support to assess their current readiness and to plan and execute national open data strategies.

2. Increase re-use of open data in developing countries

Create data standards, guidelines, regional networks and demand-side capacity. Data should be in a usable, well documented form, and there has to be an ecosystem of skills, support and peer learning to help bring about social and economic innovation.

3. Grow the base of evidence on the impact of open data for development

There needs to be a credible evidence base focused on developing countries and socioeconomic development in order to both win the support of officials and to better execute future open data initiatives.

The Partnership seeks proposals for a Scoping Analysis with two objectives: (i) identify potential funders and the key delivery partners, and (ii) map the existing efforts to support open data in developing countries and their status.

Open Data Partnership for Development - Terms of Reference Tender

VALUE: \$18,000 USD

Objectives and Methodology

The Partnership seeks an external individual or agency with expertise in both open data and development to work with the Partnership to deliver a Scoping Analysis intended to help the Partnership inform strategic programming decision-making and assess the state of open data in developing countries.

The successful candidate will review and map existing open data activities in developing countries, either with outside support or independently, by:

- conducting a data analysis of the global open data ecosystem;
- delivering desk-based research of technical assistance efforts to developing countries approximate amount of funds, countries where these are delivered, website of the institution and name and email of a contact person (only institutions, not individual efforts, will be researched);
- collaborating with partners in the Partnership;
- informal interviews (by phone, email or in person).

The range of actors should include: governments, institutions, non-governmental organizations (NGOs), civil society organisations (CSOs), corporations, think-tanks, networks communities and activists. The Open Data Working Group of the OGP, and similar global partnerships should be included in the analysis (but the OGP itself is out of scope). The Open Data Barometer and the Open Data Census should also be included. (A preliminary list of potential institutions to be researched is included in the annex 1.)

Research criteria:

The Scoping Analysis should answer the following questions:

- What are other institutions doing to support open data in developing countries?
- What is the approximate amount of resources they allocate to support developing countries over a given time period?
- What countries are they working with?
- Which organizations are already pursuing or planning to pursue in support of the objectives of the Partnership, activities such as: research, training, readiness assessments, technical support, community development in developing countries?

- Are they interested collaborating with ODP4D to pursue joint activities?

Examples of Types of Institutions to be reviewed:

Governments

- Existing open data programmes / portals
- Expressions of interest to Open Data Institute/Open Knowledge Foundation/World Bank

Civil Society

- Open Knowledge Foundation chapters/Open Data Institute nodes
- media / data journalists
- social entrepreneur, tech hubs and hubs

Funders

- World Bank / UN
- Other Governments (e.g. DFID)
- Oxfam / International Red Cross/Red Crescent / Medecin Sans Frontieres etc
- Gates Foundation / IndigoTrust / Omidyar Network / Web Foundation

Private Sector

- Extractives Industry
- Telecoms Industry
- IT Industry
- Pharmaceutical Industry

Deliverables

A draft report presenting mapping of:

1. Organisations working in open data in developing countries, indicating types of assistance, approximate funding, countries supported, website address and name and email of contact person
2. Programmes already underway, indicating same information as in point 1;
3. Rough assessment of open data status of countries, including at minimum the web address of portal number of datasets included, appropriateness of data use license, existing of API. Additional information may be supplied at the contractor's opinion, such

as number of apps, number of data downloads, number of agencies providing data, but this is not mandatory.

Proposal

Interested parties should submit a technical proposal describing how they will produce the required deliverables and a proposed budget. The technical proposal should be no more than 5,000 words. The final published report is intended to be a living document which partners and others can contribute to going forward.

Applications will be accepted from individuals or an organization. All applications should include details about the organization and relevant experience –for institutional proponents- and curriculum vitae for the individual(s) assigned to the consulting service. The proposal should be submitted via email to james.hamilton@okfn.org and richard.stirling@theodi.org by January 13th, 2014 17:00 GMT.

The contract will be subject to the conflict of interest, fraud and corruption clauses included in annex 2, which will be an integral part of the contract.

Timeline

Date	Item
December 11, 2013 17:00 GMT	Tender Open
January 13th, 2014 17:00 GMT	Tender Closed
January 13 - 24, 2014	Tender Review and Contracting
January 27, 2014	Project Start
February 24, 2014 17:00 GMT	Project Delivered

Evaluation of Proposals:

All proposals will be evaluated based on the following criteria.

Criteria	Weighting	
Technical Proposal (Soundness and credibility of the proposal)	30%	
Cost	10%	
Experience of the Individuals	50%	
Experience of the Organisation	10%	

ANNEX 1

Preliminary list of institutions/programmes to be included in the analysis

United Nations Department of Economic and Social Affairs (UNDESA)
United Nations Economic Commission for Latin America and the Caribbean (UN ECLAC)
UK's Department of International Development (DFID)
African Development Bank (AfDB)
[World Wide Web Foundation](#) (Web Foundation)
World Wide Web Consortium (W3C)
[International Development Research Centre](#) (IDRC, Canada)
Sunlight Foundation
Omidyar Network
Google Foundation
Gates Foundation
Ford Foundation
Knight Foundation
Hewlett Foundation
Open Society Foundation
Web Science Trust
African Media Initiative Organization (AMI)
The Open Institute (OI)
Open Government Partnership Support Unit (OGP)
DATA
Open Data for Development in Latin America and the Caribbean (OD4D)
La Nacion Newspaper Argentina
Fundación Ciudadano Inteligente
Pour memoire:
World Bank – Partnership Convener
Open Data Institute (ODI) – Grant Recipient
Open Knowledge Foundation (OKF) -Grant Recipient

ANNEX 2

Applicable conflict of interest and fraud and corruption clauses

Conflict of Interest

1.6 Bank policy requires that a firm participating in a procurement process under Bank-financed projects shall not have a conflict of interest. Any firm found to have a conflict of interest shall be ineligible for award of a contract.

Fraud and Corruption

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans),

bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.

In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank; and

(f) will require that, when a Borrower procures goods, works or non-consulting services directly from a United Nations (UN) agency in accordance with paragraph 3.10 of these Guidelines under an agreement signed between the Borrower and the UN agency, the above provisions of this paragraph 1.16 regarding sanctions on fraud or corruption shall apply in their entirety to all suppliers, contractors, service providers, consultants, sub-contractors or sub-consultants, and their employees that signed contracts with the UN agency.

As an exception to the foregoing, paragraphs 1.16(d) and (e) will not apply to the UN agency and its employees, and paragraph 1.16(e) will not apply to the contracts between the UN agency and its suppliers and service providers. In such cases, the UN agencies will apply their own rules and regulations for investigating allegations of fraud or corruption subject to such terms and conditions as the Bank and the UN agency may agree, including an obligation to periodically inform the Bank of the decisions and actions taken. The Bank retains the right to require the Borrower to invoke remedies such as suspension or termination. UN agencies shall consult the Bank's list of firms and individuals suspended or debarred. In the event a UN agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.