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Advisory services resource pack for Organisations of Persons with Disabilities (OPDs): Resource 2: Negotiating the scope of work



This resource covers the second step in the process of scoping and delivering advisory work: negotiating and agreeing on the scope of work or terms of reference for advisory services.

Prepared by the Inclusion Advisory Group (IAG) of CBM Global Disability Inclusion, with input from the Pacific Disability Forum.

Negotiating the scope of work

If your organisation of persons with disabilities (OPD) has decided to consider working on a particular advisory opportunity, the next step is to negotiate the scope of the work involved. Usually this is written up in some kind of formal document such as a legal contract, partnership agreement, terms of reference (ToR) or a memorandum of understanding (MoU).

Some OPDs may not have had a lot of prior experience of working in technical areas or providing advice as a paid consultant, and client organisations may not have a lot of understanding about how OPDs work. Having discussions about each other's responsibilities, before things are written down and after they are written down, is important.

Negotiation in this context includes several elements:

- **Discussing different ideas about the purpose** of the advisory service and its objectives, which reflects the values of each organisation – that is, why are we doing this?
- **Discussing what is expected in terms of deliverables or tasks** – that is, what is the work involved and what is the timeframe?
- **Asking questions to clarify different expectations**, define terms and conditions and consider the answers – that is, what are the standards expected?
- **Discussing and suggesting different ideas about how to provide advice or do a task** – that is, how is the work undertaken and who will deliver it?
- **The overall cost** of the advisory services.
- **Raising other ideas** about how each organisation might communicate and work together.
- **Agreeing that both the OPD and the client organisation are 'on the same page'** about the work involved and how they will work together and overcome challenges.



**DON'T HESITATE
TO GET CLARITY
IF YOU ARE NOT SURE**

Principles to guide negotiations

Some principles that might be useful to guide negotiations include:

- Focus on finding and building on shared interests that you both have, for example what you both believe is important and what motivates you both. If you can find shared interests and common sources of motivation, this provides a good basis for your joint decision-making about the scope of work. If you have trouble finding any shared interests, then maybe it is better to not work with this organisation.
- Focus on your OPD's strengths – including your experience, expertise, staff, board members and other members for example – in your negotiations, emphasising what you have and what you can build on.
- Consider a range of different options for how to work together and provide advice, rather than just respond to the first idea or suggestion. For example:
 - If an organisation approaches the OPD with a suggestion that the OPD be contracted to provide specific advice and assessment, the OPD might consider that more general advice is appropriate first, such as an introduction to the CRPD and existing laws and agreements related to disability inclusion, before the specific technical issue is addressed.
 - If an organisation asks the OPD to provide written advice on its own policies and programs, the OPD may prefer to provide verbal advice in meetings instead.
 - If an organisation asks the OPD to provide training for its junior staff, it may be important for the OPD to first have detailed discussions with/training for the senior staff, so their leadership and organisational systems can support the implementation of disability inclusive practices by junior staff.
 - If an organisation asks the OPD to develop a full disability policy for itself or a major project/program, and the OPD does not feel confident to do so, then the OPD may wish to suggest or involve a third person/organisation.
- Understand contractual expectations, since there can be legal consequences in times of difficulty. Contracts usually include clauses about 'standards' usually written by lawyers, which need to be understood. OPDs are encouraged to ask for explanations about provisions that are not clear to them.



Who defines the scope?

Many organisations contract OPDs without having a clear idea of the scope of work or specific tasks that should be delivered, or the nature of OPDs. For example, they may wish to raise understanding within their organisation about disability inclusion among their staff and enable them to work in inclusive ways, without knowing exactly how to do this. OPDs might need to go through a process of talking with them about what they can deliver, and/or what might be the best way to achieve the expected outcomes. In some cases, the OPD may be only able to provide one part of this service and recommend others who could help them with other parts.

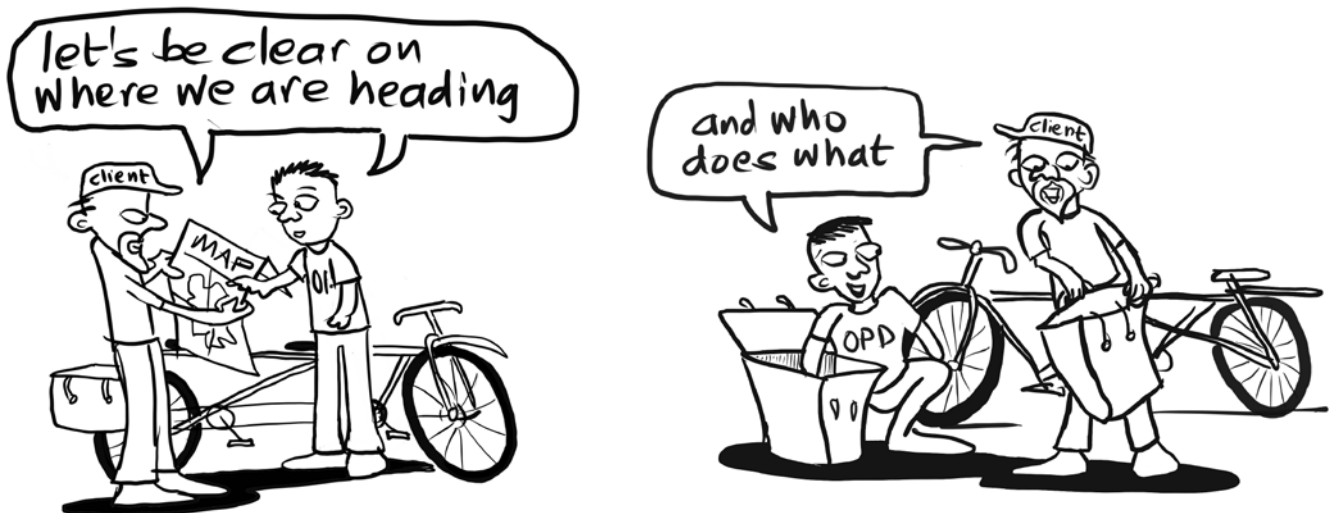
Other organisations may contract OPDs to deliver a specific task they already have in mind, such as to develop written manuals, instructions, guidance, or other formal documents to enable them to comply with donor policies. They may already have a Terms of Reference (ToR) or concept note developed for this work. In this case, OPDs can still prompt a discussion about a variety of ways in which they could contribute, not just responding only to what the other organisation has requested. Even when the other organisation initially appears very clear about what they want from an OPD, it is always worth the OPD considering the most effective way to approach a task or contract and proposing this to the other organisation.

Sometimes this means the scope of work changes from what the organisation initially requested. For example, they may ask an OPD to deliver some training, but the OPD may say it is best to undertake an analysis of the organisation first and jointly develop a capacity development plan. Or for example, a client may expect OPDs to be specialists in various topics, such as inclusive education, building codes, inclusive budgeting, program design or legislative drafting. This may be the case in some OPDs, but not others. In this case an OPD might recommend that they provide basic training or messaging on these topics, or draw on the experiences of their members, while suggesting that other specialists be brought in to advise on the specific details of technical areas of work.

See [Tool 2.1](#) for a checklist of questions and aspects to consider when reviewing a draft scope of work or ToR.

Documenting the scope of work

An important aspect of negotiating the scope of advisory services is the documentation of the ToR or scope of service. Sometimes, when discussions turn into written documents, they take on different meanings or might not exactly match people's expectations of what has been agreed. It is important to review a draft ToR or scope of work carefully, raise any questions or concerns, and propose any changes that may be required.



Defining the 'scope of work' or ToR for advisory services can include many considerations, such as:

- Expectations about the progressive nature of achieving disability inclusion and rights according to the CRPD – that is, what is the starting point and how far is it realistic to go, in the timeframe available?
- The level of complexity and possible challenges associated with the work.
- The quantity of work involved and expected 'deliverables' (see below).
- The kinds of methods or strategies that would be most appropriate in the context and in relation to expected results.
- Ways of working.
- The number of people who will be required and their skill levels.
- The availability of the people who will be responsible for the work.
- The timing and duration of the work: when it is expected to start and finish.
- More detailed costs of various elements of the advisory service.
- Regular monitoring and occasional evaluation of the work involved.
- The expected quality of the work involved - for example, the level of detail required.
- Any other specific technical aspects of the work.

Usually this is written up in some kind of formal document, such as a partnership agreement, ToR, tasking note, concept note or MoU. Sometimes these documents will be attached to a legal contract, so that they help clarify the legal commitments that are being agreed on.

See [Tool 2.2](#) for more details on the different aspects that may be covered in a ToR or scope of work for advisory services.

Tool 2.1: Checklist for reviewing draft agreements

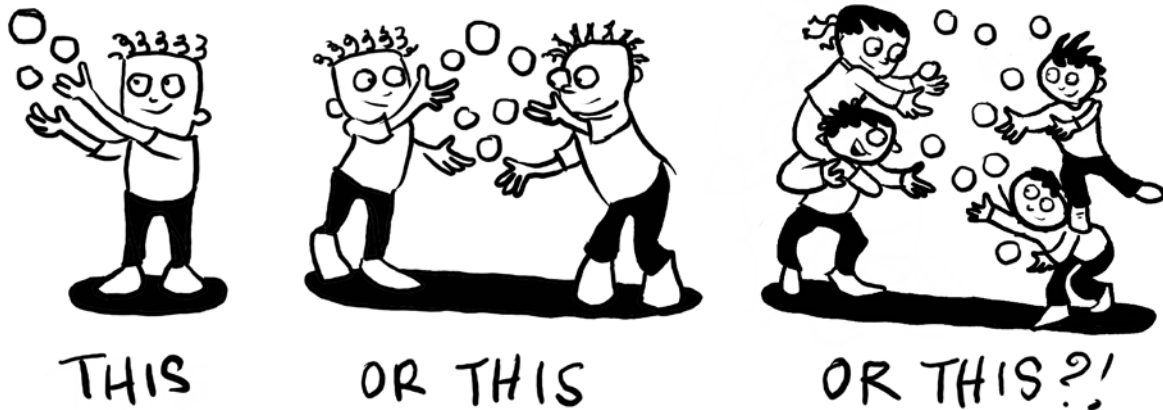
The checklist below provides some questions and considerations that may help guide OPDs in reviewing a draft scope of work or ToR for advisory services.

- Does the scope of work match your expectations?
 - Does it match what you have discussed with the client so far? Are there any surprises in there?
- Is the scope of work clear (or clear enough)?
 - Are the processes, roles, activities and deliverables are all clearly described with enough detail? Alternatively, if the work will be a bit flexible and the exact activities will be determined later – has this been clearly stated?
- Are the objectives and activities the “right fit” for the client?
 - E.g., Sometimes we are asked to deliver a piece of work for a client, but we might not think their request will get the best outcomes, or we might want to recommend a different approach.
- Do you have the knowledge, skills, and resources to complete the tasks?
 - Do you or your team have the relevant expertise? Note that advisors can’t be experts in every topic, and OPDs also bring expertise from lived experience. Do you need to communicate this to the client, e.g., requesting that they supply their own sector expertise?
- Are there others who should be involved?
 - Consider who should be involved, and it is you or the client who should be responsible for bringing them into this work.

- Are the client's roles and responsibilities also set out?
 - Note that a ToR may focus on what the advisor will do. It should also set out the client's responsibilities. E.g., if the advisor will facilitate training, will the client arrange the venue, manage the invites, book interpreters, etc? If the advisor will develop a document, will the client provide all the information you need, and will they provide feedback on drafts in a timely manner?
- Are the deliverables and timeframes realistic?
 - Do you have enough time to prepare? Does the timing clash with other commitments?
- Are there enough budget/hours/days?
 - Can you deliver all the tasks with the amount of time available? Do you need to request more time/budget, or propose reducing the scope of work, to make it feasible?
- Are the deliverables, tasks, and timeframes flexible enough for you?
 - Consider requesting flexibility by allowing more time to complete the work, in case of delays. Or changing the wording of deliverables e.g. "up to 2 days of training" which means it might be a bit less than 2 days. Or add wording like "exact training program/report format to be determined."
- Will accessibility measures and reasonable accommodations (RAs) be provided by the client?
 - What you will require yourself? What might other persons with disabilities who are involved in the project require? Note that sometimes a client might think that a disability advisor will do all of the work to make a task or process inclusive. E.g., if they are hiring you to support community consultations, are they expecting you to make all the accessibility and RA arrangements? Make sure this is clear in the ToR. Usually, it is ideal for the client to be responsible for this, as inclusion is their responsibility, not the advisor's.
- Where will the budget for reasonable accommodations come from?
 - For your own RAs, will these be paid for by the client, separately to your fees for professional services? Or are they expecting you to pay for these yourself and include these costs in your budget proposal?
- Will a CRPD-aligned approach be used?
 - Check that the approach that the client is taking is aligned to what you can offer or what you want to offer – e.g., CRPD-aligned advice rather than medical approach. Look at how they have worded the requested task or objectives, and consider whether to propose changes to the wording, or adding a note in the ToR about the approach/framework that you will use.

- Has meaningful participation and OPD engagement been specified?
 - Make sure meaningful participation of persons with disabilities is specified in the ToR whenever relevant. Consider whether the client should be directly engaging various OPDs themselves and/or whether you would sub-contract other OPDs to support your delivery of tasks.

BE CLEAR ON WHAT IS EXPECTED...



Tool 2.2: Common elements of an advisory services terms of reference

This document sets out different aspects that may be covered in a terms of reference (ToR) or scope of work for advisory services. These are examples only.

Background / objectives: Why and for whom will the work be done?

- Objective of the work.
- Background on why this work is taking place.
- Brief introduction to the client (organisation commissioning/requesting the work).
- Brief introduction to the organisation, advisor or team of advisors who will undertake the work.
 - Sometimes this will include each advisor's profile, qualifications or technical competencies.

Scope: What will be done? How will the work be done?

- Description of the work/tasks to be completed.
- Approach that will be taken by the advisor.
- Process that will be followed.
 - E.g. How the advisor and client will work together.
- Limitations: what can or cannot be done.
- Support or contributions that will be required from other stakeholders.
- Description of what the client will do or how they will support the tasks.
- Roles of OPDs.
- Roles of other consultants/specialists who are involved.

Timeframes / deliverables: When will the work be started / completed?

- Detailed work plan (if possible at that point).
- Or list of key steps (milestones) that will be followed (e.g. draft report, full report, workshop).
- Deliverables (may be specified in in ToR and/or in a related contract).
- Timelines (exact dates or flexible).

Resources: What resources will be required?

- Number of days or cost for advisor's time (overall or per task).
- Advisor's other expenses that will be paid by the client (e.g. travel).
- Resources to be provided by the advisor.
- Resources to be provided by the client.
- Accessibility and reasonable accommodation provisions and budget allocation.
- Budget to support OPD engagement/meaningful participation.