

## RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

### Order Form

CALL-OFF REFERENCE: ITT\_6671  
ecm\_7037

THE BUYER: The Secretary of State for Foreign,  
Commonwealth and Development Affairs at the  
Foreign Commonwealth and Development Office,  
("FCDO")

BUYER ADDRESS: Foreign Commonwealth and Development Office,  
King Charles St, London SW1A 2AH

THE SUPPLIER: Deloitte LLP

SUPPLIER ADDRESS: 1 New Street Square, London EC4A 3HQ

REGISTRATION NUMBER: OC303675

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 04/11/2024. It's issued under the Framework Contract with the reference number RM6187 for the provision of **Technical Assistance on Bank Recovery, Resolution and Financial Stability for Bangladesh Bank**

### CALL-OFF LOT(S): 4

### Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.

2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

### **Joint Schedules for RM6187 Management Consultancy Framework Three**

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data) – Completed/ Amended by Buyer

### **Call-Off Schedules**

- Call-Off Schedule 1 (Transparency Reports) – Completed/ Amended by Buyer
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details) – Completed/ Amended by Buyer
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 14 (Service Levels) – Completed/ Amended by Buyer
- Call-Off Schedule 15 (Call-Off Contract Management) – Completed/ Amended by Buyer
- Call-Off Schedule 20 (Call-Off Specification) – Completed/ Amended by Buyer
- Call-Off Schedule 21 (Security Policy) – Additional Schedule from Buyer

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility)
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### **Call-off special terms**

The following Special Terms are incorporated into this Call-Off Contract:

#### ***Special Term 1 – FCDO Supply Partner Code of Conduct***

*The FCDO aims to create an inclusive culture of best practice with the delivery partners with whom it engages and which receive UK taxpayers' funds. The Supplier*

*is required to adhere to the overarching principles and requirements of the Supply Partner Code of Conduct as detailed in Annex 1 of the amended Call-Off Schedule 1.*

### **Special Term 2 – Transparency**

*The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of Clause 30 (Freedom of Information), the content of this Contract is not confidential information. FCDO shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.*

*Notwithstanding any other term of this Contract, the Supplier hereby gives their consent for FCDO to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.*

*FCDO may consult with the supplier to inform its decision regarding any exemptions with regard to FOIA but FCDO shall have the final decision in its absolute discretion.*

*The Supplier shall assist and cooperate with FCDO to enable FCDO to publish this Contract.*

*The Supplier acknowledges that FCDO endorses/supports the requirements of the IATI standard and shall assist and cooperate with FCDO, to enable the Supplier to understand the different elements of IATI implementation and to comply with the different data, policy and technical considerations that need to be taken into account.*

*The Supplier shall publish information data to the IATI standard, that relates to a specific activity in a single, common, electronic format for the transparent, accurate, timely and comprehensive publishing of data, on all activities in the delivery chain, in the delivery of development cooperation and humanitarian aid; and provide all necessary assistance as reasonably requested by FCDO to enable FCDO to respond to the IATI requirements.*

*The Supplier shall maintain an up-to-date and accurate record of named downstream delivery partners in receipt of FCDO funds and/or FCDO funded inventory or assets. This record should demonstrate how funds flow from initial source to end beneficiaries. This record should be made available to FCDO upon written request and within the time set out in the request. This record should be updated by the Supplier;*

- as required in the terms of reference;*
- annually;*
- when there are material changes in the delivery chain; and*
- as part of the project completion process.*

### **Special Term 3 – Sub-Contractors and Exclusivity**

*FCDO has consented to the appointment of the Sub-Contractors set out in this Schedule 6.*

*The Supplier shall exercise due skill and care in the selection of any Sub-Contractors to ensure that the Supplier is able to:*

*manage any Sub-Contracts in accordance with Good Industry Practice; comply with its obligations under this Contract in the provision of the Services; and assign, novate or otherwise transfer to FCDO or any Replacement Supplier any of its rights and/or obligations under each Sub-Contract that relates exclusively to this Contract.*

*Prior to sub-contacting any of its obligations under this Contract, the Supplier shall notify FCDO and provide FCDO with:*

*the proposed Sub-Contractor's name, registered office and company registration number; the scope of any Services to be provided by the proposed Sub-Contractor; and*

*where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of FCDO that the proposed Sub-Contract has been agreed on "arm's-length" terms.*

*If requested by FCDO within ten (10) Working Days of receipt of the Supplier's notice the Supplier shall also provide: a copy of the proposed Sub-Contract; and any further information reasonably requested by FCDO.*

*FCDO may, within ten (10) Working Days of receipt of the Supplier's notice, object to the appointment of the relevant Sub-Contractor if they consider that:*

- the appointment of a proposed Sub-Contractor may prejudice the provision of the Services or may be contrary to the interests of FCDO under this Contract;*
- the proposed Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or*
- the proposed Sub-Contractor employs unfit persons,*

*in which case, the Supplier shall not proceed with the proposed appointment.*

*If FCDO has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of ten (10) Working Days of receipt of: the Supplier's notice; or any further information requested, the Supplier may proceed with the proposed appointment.*

*The Supplier shall ensure that all Sub-Contracts contain provisions:*

- requiring the Sub-Contractor to comply with the FCDO's Supply Partner Code of Conduct (Call-Off Schedule 1) at all times;*
- requiring the Supplier to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice;*
- requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;*

- *conferring a right to FCDO to publish the Supplier's compliance with its obligation to pay undisputed invoices to the Sub-Contractor within the specified payment period.*
- *giving the Supplier a right to terminate the Sub-Contract if the Sub-Contractor fails to comply in the performance of the Sub-Contract with legal obligations in the fields of environmental, social or labour law; and*
- *requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as the provisions described above.*

*The Supplier shall:*

- *pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice;*
- *include within the Performance Monitoring Reports required under Call-Off schedules 14, 15 and 20, a summary of its compliance with this 30 day payment requirement, with such data to be certified each quarter by a director of the Supplier as being accurate and not misleading;*
- *not include in any Sub-Contract any provision the effect of which would be to limit or restrict the ability of the Sub-Contractor to contract directly with FCDO, a Replacement Supplier, or with any other organisation and Sub-Contractors shall be free to assert their rights independently regarding contractual exclusivity.*
- *where Sub-Contracting has been Approved by FCDO, promptly provide FCDO with written confirmation from each Sub-Contractor identified within this Schedule 6 of the Contract that they accept provisions set out at Special Term 4, which shall be included in all Supplier Sub-Contracts.*

#### **Special Term 4 – Safeguarding**

*For the purposes of this Special Term, "Reasonable Measures" shall mean:*

*all reasonable endeavours expected to be taken by a professional and prudent supplier in the Supplier's industry to eliminate or minimise risk of actual, attempted or threatened exploitation, abuse and harassment (including Sexual Abuse, Sexual Exploitation and Sexual Harassment) and whether or not such conduct would amount to a criminal offence in the United Kingdom or an offence under the laws of the territory in which it takes place (together "Serious Misconduct") as is reasonable and proportionate under the circumstances. Such endeavours may include (but shall not be limited to):*

*(a) clear and detailed policies and guidance for Supplier Personnel, Supplier Providers and where appropriate, beneficiaries;*

*(b) developing, implementing and maintaining a safeguarding plan throughout the term (including monitoring);*

*(c) provision of regular training to Supplier Personnel, Supplier Providers and where appropriate, beneficiaries*

*(d) clear reporting lines and whistleblowing policies in place for Supplier Personnel, Supplier Providers and beneficiaries,*

*(e) maintaining detailed records of any allegations of Serious Misconduct and regular reporting to FCDO and the Appropriate Authorities (where relevant) of any such incidents;*

*(f) any other Good Industry Practice measures (including any innovative solutions),*

*The Supplier shall take all Reasonable Measures to prevent Serious Misconduct by the Supplier Personnel or any other persons engaged and controlled by it to perform any activities under this Agreement ("Supplier Providers") and shall have in place at all times robust procedures which enable the reporting by Supplier Personnel, Supplier Providers and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by the Supplier or Supplier Personnel to investigate such reports.*

*The Supplier shall take all Reasonable Measures to ensure that the Supplier Personnel and Supplier Providers do not engage in sexual activity with any person under the age of 18, regardless of the local age of majority or age of consent or any mistaken belief held by the Supplier Personnel or Supplier Provider as to the age of the person. Furthermore, the Supplier shall ensure that the Supplier Personnel and Supplier Providers do not engage in 'transactional sex' which shall include but not be limited to the exchange of money, employment, goods, or services for sex and such reference to sex shall include sexual favours or any form of humiliating, degrading or exploitative behaviour on the part of the Supplier Personnel and the Supplier Providers. For the avoidance of doubt, such 'transactional sex' shall be deemed to be Serious Misconduct in accordance with the first paragraph of this Special Clause 4.*

*The Supplier shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by the Supplier Personnel and Supplier Providers to the FCDO Investigations Department at [reportingconcerns@fcdo.gov.uk](mailto:reportingconcerns@fcdo.gov.uk) or +44 (0)1355 843747, and where necessary, the Appropriate Authorities.*

*The Supplier shall fully investigate and document all cases or potential cases of Serious Misconduct and shall take appropriate corrective action to reduce the risk and/or eliminate Serious Misconduct being committed by the Supplier Personnel and Supplier Providers (which may include disciplinary action, termination of contracts etc.), such investigations and actions to be reported to FCDO as soon as is reasonably practicable*

*The Supplier shall not engage as Supplier Personnel or Supplier Provider for the purposes of the Services any person whose previous record or conduct known to the Supplier (or reasonably ought to be known by a diligent supplier which undertakes the appropriate checks) indicates that they are unsuitable to perform the Services and/or where they represent an increased and unacceptable risk of committing Serious Misconduct.*

*The Supplier shall comply with all applicable laws, legislation, codes of practice and government guidance in the UK and additionally, in the territories where the Services are being performed, relevant to safeguarding and protection of children and*



*vulnerable adults, which the Supplier acknowledges may include vetting of the Supplier Personnel by the UK Disclosure and Barring Service in respect of any regulated activity performed by the Supplier Personnel (as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended)) and/or vetting by a local equivalent service. Where FCDO reasonably believes that there is an increased risk to safeguarding in the performance of the Services, the Supplier shall comply with any reasonable request by FCDO for additional vetting to be undertaken.*

*Failure by the Supplier to:*

- *put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or*
- *fully investigate allegations of Serious Misconduct; or*
- *report any complaints to FCDO and where appropriate, the relevant authorities (including law enforcement)*

*shall be a material Default of this Contract and shall entitle FCDO to terminate this Contract with immediate effect.*

### **Special Term 5 – Conflict of Interest**

*Neither the Supplier nor any of the Supplier Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.*

*The Supplier and the Supplier Personnel shall notify FCDO immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.*

*The Supplier shall establish and maintain appropriate business standards, procedures and controls to ensure that no conflict of interest arises between Services undertaken for FCDO and that undertaken for other clients. The Supplier shall avoid knowingly committing any acts which are likely to result in any allegation of impropriety against FCDO, including conflicts of interest which are likely to prejudice their independence and objectivity in performing the Contract, howsoever arising.*

*The Supplier shall notify FCDO immediately of any circumstances of which it becomes aware which give rise or potentially give rise to a conflict with the Services and shall advise FCDO of how they intend to avoid such a conflict arising or remedy such situation. The Supplier shall, subject to any obligations of confidentiality it may have to third parties, provide all information and assistance reasonably necessary (at the Supplier's cost) that FCDO may request of the Supplier in order to avoid or resolve a conflict of interest and shall ensure that at all times they work together with FCDO with the aim of avoiding a conflict or remedy a conflict.*

*Pursuant the paragraph above, FCDO shall have the right to require that the Supplier puts in place Ethical Walls and will ensure and satisfy FCDO that all information relating to the Contract and to the Services (including all working papers, draft reports in both tangible and intangible form) are not shared or made available to*

*person(s) other than Supplier Personnel and that such matters are not discussed by any person(s) other than Supplier Personnel.*

*In the event of a failure to maintain the Ethical Walls as described above arising during the course of this Contract, FCDO reserves the right to immediately terminate the Contract on giving written notice to the Supplier.*

*The Supplier may terminate the Call-Off Contract on written notice to the Buyer if the performance of any part of the Services would conflict with law, professional rules or Supplier's independence. The supplier will provide as much notice to Buyer as is reasonably possible and will work with Buyer to seek to mitigate any impact on the Services. Where possible, the Supplier would initially seek to work collaboratively with the Buyer to find a mutually agreeable solution to mitigate any conflict and allow it to continue providing the Services before resorting to termination. If the Supplier resorts to termination the consequences and Supplier responsibilities listed in RM6187 Core Terms 10.6.1 and 10.6.2 will apply.*

### **Special Clause 6 – Publicity and Branding**

*The Supplier shall not:*

*make any press announcements or publicise this Contract or its contents in any way; or use FCDO's name or brand (including the 'UK International Development Partnership, Progress Prosperity logo (UK Dev logo') in any promotion, marketing, communications or announcement of orders; without the prior written consent of the FCDO.*

*Where and to the extent that FCDO has provided consent, then the Supplier:*

- shall collaborate with FCDO and proactively look for ways to build support for development and raise awareness of FCDO's funding.*
- shall explicitly acknowledge FCDO's funding, in written and verbal communications about activities related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of FCDO's "UK International Development – Partnership, Progress Prosperity" logo ('UK Dev logo') in accordance with FCDO standards for use of the UK Dev logo unless otherwise agreed in advance by FCDO and in all cases subject to security and safety considerations of the Supplier.*
- shall provide a visibility statement of how and when they or Sub-Contractors will acknowledge funding from FCDO and where they will use the UK Dev Logo. The Supplier shall include reference to this in its progress reports and annual reviews.*
- may use the UK Dev Logo in conjunction with other donor logos, and where the number of donors to a programme/project is such as to make co-branding impractical, acknowledgement of funding from FCDO shall be equal to that of other co-donors making contributions of equivalent amounts to the programme/project.*

### **Special clause 7 – Intellectual Property Rights**



*Save as expressly granted elsewhere under this Contract:*

*FCDO shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely: the Supplier Background IPR; and the Third Party IPR.*

*the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of FCDO or its licensors, including the: FCDO Background IPR; FCDO Data; Project Specific IPRs; and Programme Name and any rights and interests in it at all times.*

*Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out above, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).*

*Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.*

*Any Project Specific IPRs created under this Contract shall be owned by FCDO. FCDO grants the Supplier a licence to use any FCDO Background IPR and Project Specific IPRs for the purpose of fulfilling its obligations under this Contract during its Term.*

*Subject to the paragraph below, to the extent that it is necessary to enable FCDO to obtain the full benefits of ownership of the Project Specific IPRs, the Supplier hereby grants to FCDO and shall procure that any relevant third party licensor shall grant to FCDO a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit any Supplier Background IPRs or Third Party IPRs that are embedded in or which are an integral part of the Project Specific IPR Items. The Supplier shall promptly notify FCDO if it is reasonably believes that it will be unable to grant or procure the grant of the licences set out above and the Supplier shall provide full details of the adverse effect this may have on FCDO's use of the Project Specific IPRs.*

*Where the Supplier is unable to comply with the paragraph above, the Supplier shall refrain from embedding or integrating any Supplier Background IPRs and/or Third Party IPRs with the Project Specific IPRs in such a way that could affect FCDO obtaining full benefit of the ownership of those Project Specific IPRs, except where FCDO has provided express written Approval to do so.*

*The Supplier shall, during and after the Term, on written demand, indemnify FCDO against all Losses incurred by, awarded against, or agreed to be paid by FCDO (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.*

*If an IPR Claim is made or anticipated, the Supplier must at its own expense and FCDO's sole option, either: procure for FCDO the rights in this Special Clause 7*

*without infringing the IPR of any third party; or replace or modify the relevant item with non-infringing substitutes with no detriment to functionality of performance of the Services.*

*Supplier Background IPR shall only be utilised by the FCDO for the purposes of making use of the Services and Supplier Background IPR includes any enhancements and/or modifications developed in the course of providing the Services.*

### **Special clause 8 – Six Month Break Clause**

*Core Terms clause 10.2.2 is replaced by the following clause:*

*Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice. In the final 6 months of the contract (after month 6 has finished) the Buyer was the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 30 days' written notice.*

### **Special clause 9 – Non Disclosure**

*The Buyer does not require individual Non Disclosure Agreements to be signed by members of the Supplier engagement team, but Supplier procures that all Supplier personnel carrying out the Services will comply with the confidentiality obligations in this Call Off Contract and be responsible for breach thereof.*

*The Buyer and Supplier acknowledge and agree that the only third party beneficiary of the Services will be Bangladesh Bank and that (i) the Supplier may only disclose confidential information to Bangladesh Bank with the express permission of the Buyer (ii) the Buyer and Supplier will agree processes whereby the Buyer will formally identify to the Supplier what confidential information may be released under the Call Off Contract to Bangladesh Bank; and (iii) the Supplier will not be obliged to provide or release any deliverables of the Services to Bangladesh Bank until is in receipt of a signed hold harmless letter from Bangladesh Bank. The Supplier will agree a format for the hold harmless letter with the Bangladesh Bank at the outset of the contract (see Appendix to Call Off Schedule 20 for an example template letter).*

### **Special clause 10 – Data Segregation**

*The Buyer acknowledges that the Supplier's back up procedures do not segregate data in a way to enable copies of its data held in back up to be supplied on request, but that the Supplier can supply copies of current Government Data that it holds on its systems.*

### **Special clause 11 – Security and/or Audit Requirements**

*The Supplier may decline any aspect of the proposed scope and methods of a Buyer's security and/or audit requirements on the basis that it: includes any technical vulnerability or penetration testing of the Supplier's system; and/or may potentially breach Supplier's client confidentiality obligations; and/or*

*is outside the scope of services provided to the Buyer under the Call-Off Contract.*

**Call-off start date:** 07/11/2024

**Call-off expiry date:** 07/11/2025

**Call-off initial period:** 12 months

### **Call-off deliverables:**

See details in Call-Off Schedule 20 (Call-Off Specification)

### **Security**

Short form security requirements apply  
and  
Security Policy

### **Maximum liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:  
£999,999

### **Call-off charges**

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

### **Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

The expenses policy referred to in Framework Schedule 3 (Framework Prices)

paragraph 4 is as follows:

### **Travel, subsistence and accommodation**

For all travel undertaken in relation to business (including that related to monitoring, evaluation and learning activities), including air, rail, car hire and purchase and other travel costs, hotel and accommodation costs, subsistence, travel management fees, travel documentation costs (e.g. passport/visa costs). The budget should list trips, title of traveller (where known), dates and value and other mandatory inclusions as detailed in the travel, subsistence and accommodation tab.

In line with FCDO's policy, all journeys by rail or air will be budgeted by a class of travel that is no more than "standard economy" unless higher travel classes are representative of improved value for money or are required to adhere to specific legislation, for example the Equality Act 2010. Your FCDO representative will confirm if this is appropriate and no travel should be booked in a class higher than "standard economy" without express written permission. First class travel will not be permitted under any circumstances.

Alcohol and tobacco are not allowable subsistence items.

Travel and living expenses will be paid at a rate consistent with the HMRC's schedule of rates: <https://www.gov.uk/government/publications/scale-rate-expenses-payments-employee-travelling-outside-the-uk>

### **Payment method**

## **PAYMENT AND TAXATION**

### **Charges**

In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services, FCDO shall pay the undisputed Charges in accordance with the pricing and payment profile set out in Call-Off Schedule 5 and the invoicing procedure set out below under the heading Payments & Invoicing Instructions.

If FCDO fails to pay any undisputed Charges properly invoiced under this Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

### **VAT**

The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by FCDO following delivery of a Valid Invoice.

The Supplier shall indemnify FCDO on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on FCDO at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due shall be paid in cleared funds by the Supplier to FCDO not less than five (5) Working Days before the date upon which the tax or other liability is payable by FCDO.

## RETENTION AND SET OFF

FCDO may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and FCDO.

If FCDO wishes to exercise this retention or set off right it shall give at least 21 days' notice of its intention to do so, setting out the reasons for retaining or setting off the relevant Charges.

The Supplier shall make any payments due to FCDO without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by FCDO to the Supplier

## SUPPLIER PROFIT

On completion of each Contract Year (or on a six-monthly basis if requested by FCDO giving reasonable written notice), and for any Variation, the Supplier is required to send a written report (the "Actual Profit Margin Report") in an overall format determined by FCDO but to include an updated cost pro-forma template, setting out the Actual Profit Margin including any change to the Projected Profit Margin.

Where the Actual Profit Margin Report identifies that the Supplier has exceeded the Projected Profit Margin over the period set out in the Actual Profit Margin Report ("the Exceeded Amount"), the Parties shall agree within a reasonable period of time following receipt by FCDO of the Actual Profit Margin Report how the Exceeded Amount should be apportioned. Where the Parties are unable to agree FCDO shall be entitled to require the Supplier to do any of the following:

- pay FCDO an amount equal to the difference between the Projected Profit Margin and the Exceeded Amount; or
- redirect an amount equal to the difference between the Projected Profit Margin and the Exceeded Amount back in to the programme being delivered as part of the Services; or
- adjust the Charges.

## SATISFACTORY PERFORMANCE

Payments are subject to the satisfactory performance by the Supplier of its



obligations under the Contract as determined by the FCDO Project Officer in addition to verification by the FCDO Project Officer that all prior payments made to the Supplier under this Contract were properly due.

If for any reason the Services are not provided in accordance with this Contract, or FCDO is dissatisfied with the performance of this Contract, FCDO, without prejudice to any other rights or remedies howsoever arising, shall be entitled to withhold payment of the applicable Charges for the Services that were not so provided until such time as the applicable Services are provided in accordance with this Contract.

Should FCDO determine after paying for a particular part of the Services that this has not been provided in accordance with this Contract, FCDO may recover, or withhold from further payments, an amount not exceeding the applicable Charges paid for that part of the Service until the unsatisfactory part of the Services is remedied to FCDO's satisfaction.

## PAYMENTS & INVOICING INSTRUCTIONS

Subject to FCDO being satisfied that the Supplier is or has been carrying out their duties, obligations and responsibilities under this Contract, the applicable Charges shall be paid within 30 days of receipt of an undisputed Valid Invoice and payment shall be made in sterling in the UK or any other currency in any other country as determined from FCDO from time to time.

Expenses (if any) arising in foreign currency shall be reimbursed at the exchange rate stated in OANDA ([www.oanda.com](http://www.oanda.com)) on the Friday immediately preceding the date on which the purchase was made or services acquired by the Supplier or, if this took place on a Friday, at the rate so stated on that day.

Unless otherwise expressly provided in Framework Schedule 6 or Call-Off Schedule 5, invoices should be submitted electronically monthly in arrears to the Accounts Payable Section, FCDO Financial Management Group [e-invoicing@FCDO.gov.uk](mailto:e-invoicing@FCDO.gov.uk).

FCDO shall unless otherwise expressly provided in Framework Schedule 6 make payments due by direct credit through the UK Bank Clearing Systems (BACS). For an invoice to be valid, it must contain:

- details of the bank account to which payments are to be made (i.e. name and address of bank, sort code, account name and number).
- the date of the invoice;
- a unique invoice number;
- the period(s) to which the relevant charge(s) relate;
- the correct reference for this Agreement and the purchase order to which it relates;
- a contact name and telephone number of a responsible person in the supplier's finance department;
- a detailed breakdown of the Services and the appropriate Charges and supported by any other documentation required by FCDO to substantiate the invoice.

All Valid Invoices should correspond with the budget lines identified in Call Of

Schedule 5 of this Contract.

FCDO may request proof of purchase in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.

Where an invoice is not a Valid Invoice it may be rejected by FCDO and in any event shall be liable to query and delay in payment. FCDO reserves the right to not pay any amount due in respect of any invoice received by FCDO more than 90 days after the day of the Supplier becoming entitled to invoice for the payment to which it relates.

## UNITED KINGDOM INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS

Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall: at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; indemnify FCDO against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

## TAX COMPLIANCE

If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

notify FCDO in writing of such fact within 5 Working Days of its occurrence;  
promptly provide to FCDO:

- details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- such other information in relation to the Occasion of Tax Non-Compliance as FCDO may reasonably require.

### **Buyer's invoice address**

British High Commission Dhaka  
United Nations Road, Baridhara  
Dhaka  
1212  
Bangladesh

## FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

### **Buyer's authorised representative**

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Economic Adviser/Team Leader (BHCD)

**Buyer's security policy**

See Call-Off Schedule 21

**Supplier's authorised representative**

Lead Engagement Partner

1 New Street Square, London, EC4A 3HQ

**Supplier's contract manager**

Programme Director

1 New Street Square, London, EC4A 3HQ

**Progress report frequency**

See Call-Off Schedule 20

**Progress meeting frequency**

See Call-Off Schedule 20

**Key staff**

**Key subcontractor(s)**

**Commercially sensitive information**

Supplier's technical response and commercial response to ITT 6671.

Any information relating to: personal information (CV's, contact details etc.); pricing and details of Supplier's cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies, is commercially sensitive.

**Service credits**

See information about Service Credits in Call-Off Schedule 20 and Call-Off Schedule 14

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

## **Buyer's environmental and social value policy**

### **ENVIRONMENTAL REQUIREMENTS**

The Supplier shall provide the Services and any goods & equipment required under the Contract in accordance with applicable national and international laws, including those of the country or countries in which the Services or goods & equipment are to be provided, and FCDO's environmental operations policy, which is to conserve energy, water and other resources, reduce waste, phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

The Supplier shall work with FCDO and the populations that are potentially affected by its operations under the Contract regarding any environmental issues that could affect the sustainable development provisions of the International Development Act (2002), comply with special conditions as stipulated in the Terms of Reference and carry out any reasonable additional request to ensure the protection of the environment, society and the economy throughout the contract period.

The Supplier shall ensure it has the requisite expertise and controls to identify and mitigate all factors that may affect compliance with the conditions outlined in these Environmental Requirements as a result of its own operations or those of Sub-Contractors working on its behalf.

The Supplier shall promptly notify FCDO of any changes in potential material adverse effects from its operations under the Contract and of the occurrence of any incident or accident related to the Project that has or is likely to have a significant adverse effect on the environment.

Nothing in these Environmental Requirements shall relieve the obligations of the Supplier to comply with its statutory duties and Good Industry Practice.

### **SOCIAL VALUE POLICY**

In addition to core deliverables, the supplier is required to include within their technical proposal a contribution to the theme of social value and related reporting metrics and targets for measuring this contribution. There should be a minimum of one social value theme covered, with related reporting metric/s. Themes and examples of metrics are within the 'Social Value Model' model found in the link. (<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>).

#### **Social value commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

#### **Formation of call off contract**

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-

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Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

**For and on behalf of the Supplier:**

Signature:

Name:

Role:

Date:

**For and on behalf of the Buyer:**

Signature:

Name:

Role:

Date:



## Joint Schedule 11 (Processing Data)

### Definitions

- 1) In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**“Processor Personnel”** all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

### Status of the Controller

- 2) The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
- a) “Controller” in respect of the other Party who is “Processor”;
  - b) “Processor” in respect of the other Party who is “Controller”;
  - c) “Joint Controller” with the other Party;
  - d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,  
  
in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

### Where one Party is Controller and the other Party its Processor

- 3) Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- 4) The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- 5) The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - c) an assessment of the risks to the rights and freedoms of Data Subjects; and

**Joint Schedule 11 (Processing Data)**

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- d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 6) The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
  - a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - (2) nature of the data to be protected;
    - (2) harm that might result from a Personal Data Breach;
    - (2) state of technological development; and
    - (2) cost of implementing any measures;
  - c) ensure that :
    - (2) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - (2) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (2) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
      - (2) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - (2) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - (2) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (2) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with

**Joint Schedule 11 (Processing Data)**

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- UK GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (2) the Data Subject has enforceable rights and effective legal remedies;
  - (2) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (2) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 7) Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
    - a) receives a Data Subject Access Request (or purported Data Subject Access Request);
    - b) receives a request to rectify, block or erase any Personal Data;
    - c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
    - d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
    - e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
    - f) becomes aware of a Personal Data Breach.
  - 8) The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
  - 9) Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
    - a) the Controller with full details and copies of the complaint, communication or request;
    - b) such assistance as is reasonably requested by the Controller to enable it to

**Joint Schedule 11 (Processing Data)**

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- comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 10) The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- a) the Controller determines that the Processing is not occasional;
  - b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11) The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12) The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13) Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- a) notify the Controller in writing of the intended Subprocessor and Processing;
  - b) obtain the written consent of the Controller;
  - c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14) The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15) The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 16) The Parties agree to take account of any guidance issued by the Information

**Joint Schedule 11 (Processing Data)**

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Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

**Where the Parties are Joint Controllers of Personal Data**

- 17) In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

**Independent Controllers of Personal Data**

- 18) With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 19) Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 20) Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 21) The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 22) The Parties shall only provide Personal Data to each other:
- a) to the extent necessary to perform their respective obligations under the Contract;
  - b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - c) where it has recorded it in Annex 1 (*Processing Personal Data*).
- 23) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK



**Joint Schedule 11 (Processing Data)**

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GDPR.

- 24) A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 25) Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
  - a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (2) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (2) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 26) Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - b) implement any measures necessary to restore the security of any compromised Personal Data;
  - c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 27) Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).

**Joint Schedule 11 (Processing Data)**

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- 28) Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 29) Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

**Joint Schedule 11 (Processing Data)**

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**Annex 1 - Processing Personal Data**

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer are:

Data Protection Officer  
Foreign, Commonwealth and Development Office  
King Charles Street  
London  
Email: Data.Protection@fcdo.gov.uk

1.1.1.2 The contact details of the Supplier's Data Protection Officer are:  
[dpo@deloitte.co.uk](mailto:dpo@deloitte.co.uk)

1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li><i>The Supplier acts as a Processor and Bangladesh Bank acts as a Controller in respect of any personal data found within Bangladesh Bank's data on banks and the banking sector. For example, personal data relating to bank executives</i></li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 3</i></p>

**Joint Schedule 11 (Processing Data)**

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	<p><i>to paragraph 16 of the following Personal Data:</i></p> <ul style="list-style-type: none"> <li>• <b><i>Not Applicable</i></b></li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>• <b><i>Not Applicable</i></b></li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li>• <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i></li> <li>• <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Bangladesh Bank required for the administration of the Contract, for which the both Parties are Controllers.</i></li> </ul>
Duration of the Processing	<i>The duration of the contract</i>

**Joint Schedule 11 (Processing Data)**

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Nature and purposes of the Processing	<p><i>Any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.</i></p>
Type of Personal Data	<i>Name, address, date of birth, NI number, telephone number, pay, images, biometric data, protected characteristics under the Equality Act 2010 (UK)</i>
Categories of Data Subject	<i>Staff (including volunteers, agents, and temporary workers), clients (including staff of the Bangladesh Bank and other Bangladesh Government Agencies), suppliers, members of the public, users of a particular website etc</i>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<i>Data will be retained for 12 months after the end of the contract, available to the Relevant Authority on request, and then destroyed.</i>



## **Annex 2 - Joint Controller Agreement**

### **1. Joint Controller Status and Allocation of Responsibilities**

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

- a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

### **2) Undertakings of both Parties**

1.1.2.1 The Supplier and the Relevant Authority each undertake that they shall:

- a) report to the other Party every [x] months on:
  - i. the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on

**Joint Schedule 11 (Processing Data)**

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their behalf);

- ii. the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
  - iii. any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
  - iv. any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
  - v. any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,
- that it has received in relation to the subject matter of the Contract during that period;
- b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
  - c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
  - d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
  - e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
  - f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
  - g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
    - i. are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;

**Joint Schedule 11 (Processing Data)**

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- ii. are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
  - iii. have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
  - i. nature of the data to be protected;
  - ii. harm that might result from a Personal Data Breach;
  - iii. state of technological development; and
  - iv. cost of implementing any measures;
- i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

1.1.2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

**3) Data Protection Breach**

1.1.3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- b) all reasonable assistance, including:
  - i. cooperation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and

**Joint Schedule 11 (Processing Data)**

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recovering the compromised Personal Data and compliance with the applicable guidance;

- ii. cooperation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- iii. coordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- iv. providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

1.1.3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- a) the nature of the Personal Data Breach;
- b) the nature of Personal Data affected;
- c) the categories and number of Data Subjects concerned;
- d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- e) measures taken or proposed to be taken to address the Personal Data Breach; and
- f) describe the likely consequences of the Personal Data Breach.

**4) Audit**

1.1.4.1 The Supplier shall permit:

- a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible

**Joint Schedule 11 (Processing Data)**

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or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

1.1.4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

**5) Impact Assessments**

1.1.5.1 The Parties shall:

- a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

**6) ICO Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

**7) Liabilities for Data Protection Breach**

1.1.7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data

**Joint Schedule 11 (Processing Data)**

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Breach;

- b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree to such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

1.1.7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

1.1.7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

- a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

1.1.7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

**8) Termination**

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If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

**9) Sub-Processing**

1.1.9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

**10) Data Retention**

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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## Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) Working Days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.



**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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## Annex A: List of Transparency Reports

**FCDO Supply Partner Code of Conduct****Principles**

The FCDO aims to create an inclusive culture of best practice with the delivery partners with whom it engages and which receive UK taxpayers' funds. All Supply Partners should adhere to the overarching principles of the Supply Partner Code of Conduct (hereafter "the Code").

**Overarching Principles for Supply Partners**

- ✓ **Act responsibly and with integrity**
- ✓ **Be transparent and accountable**
- ✓ **Seek to improve value for money**
- ✓ **Demonstrate commitment to poverty reduction and FCDO priorities<sup>1</sup>**
- ✓ **Demonstrate commitment to wider HMG priorities<sup>2</sup>**

**FCDO Supply Partner responsibilities**

Supply Partners and their subcontractors (delivery chain partners) should ensure they have read and

<sup>1</sup> <https://www.gov.uk/government/organisations/department-for-international-development/about#priorities>

<sup>2</sup> <https://www.gov.uk/government/organisations/hm-treasury/about#priorities>

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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understood the Code and their required compliance level and seek clarification from FCDO where necessary. In particular, it is important that the Supply Partners and their subcontractors (delivery chain partners) understand any risks and have systems in place to manage them. The 3 compliance levels are:

**Compliance Level 1** - Supply Partners with an individual contract value of £1m or above, or two or more contracts/grants with FCDO with a combined value of £5m or above;

**Compliance Level 2** - Supply Partners with an individual contract value below £1m, or two or more contracts /grants with FCDO with a value of less than £5m;

**Compliance Level 3** - Supply Partners with an individual Contract value, or component of a Contract/Grant, with a value below the EU contracting threshold. At this level Supply Partners are required to adhere to the overarching Code principles and recognise, mitigate and manage risks. These Supply Partners will not be monitored against the contractual KPIs.

**Scope**

This Code forms part of the FCDO's standard contractual terms and conditions and full compliance and annual verification via a signed declaration, to be found at Annex 1b, is mandatory for contracted Supply Partners. Adherence to the Code at the appropriate level is also a requirement for FCDO direct and delivery chain Supply Partners in receipt of funding. The FCDO will monitor Supply Partners in six priority areas as set out below using a set of Key Performance Indicators (KPIs) as referenced in Annex 1a and 1b.

**1. Value for Money and Governance**

Key Performance Indicators KPI 1 a - c

Value for Money and financial transparency is an essential requirement of all FCDO commissioned work. All Supply Partners must seek to maximise development results, whilst driving cost efficiency, throughout the life of commissioned programmes. This includes budgeting and pricing realistically and appropriately to reflect delivery requirements and levels of risk over the life of the programme. It also includes managing uncertainty and change to protect value in the often challenging environments that we work in.

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Call-Off Ref:

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Supply Partners must demonstrate that they are pursuing continuous improvement and applying stringent financial management and governance to reduce waste and improve efficiency in their internal operations and within the delivery chain. FCDO expects Supply Partners to demonstrate openness and honesty and to be realistic about capacity and capability at all times, accepting accountability and responsibility for performance along the full delivery chain, in both every-day and exceptional circumstances.

**Specific requirements include:**

- ✓ Provision of relevant VfM and governance policies and a description of how these are put into practice to meet FCDO requirements (e.g. Codes on fraud and corruption, due diligence);
- ✓ A transparent, open book approach, which enables scrutiny of value for money;
- ✓ Strict adherence to all UK and in-country government tax requirements;
- ✓ Processes for timely identification and resolution of issues and for sharing lessons learned which might be requested by FCDO at any time.

**2. Ethical Behaviour**

Key Performance Indicators KPI 2 a- f

FCDO Supply Partners and their delivery chain partners act on behalf of the UK government and interact globally with country governments, other aid donors and their delivery partners, many stakeholders including citizens and directly and indirectly with aid beneficiaries. These interactions must therefore meet the highest standards of ethical and professional behaviour in order to uphold the reputation of the UK government.

Arrangements and relationships entered into, whether with or on behalf of FCDO, must be free from bias, conflict of interest or the undue influence of others. Particular care must be taken by Supply Partner and delivery chain staff who:

- a) are directly involved in the management of a programme or procurement of services; or

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Call-Off Ref:

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- b) who engage with i) frontline FCDO staff ii) other deliverers of aid iii) beneficiaries (of aid)

Where those in a) and b) could be susceptible to undue negative or detrimental influence.

Supply Partners and their delivery chain partners must declare to FCDO where there may be instances or allegations of previous unethical behaviour by an existing or potential staff member or where there is a known or suspected conflict of interest. Where a potential or existing staff member has been employed by FCDO or the Crown in the preceding two years Supply Partners and their delivery chain partner must provide proof of compliance with the HMG approval requirements under the Business Appointment Rules.

Supply Partners and their delivery chain partners must have the following policies and procedures in place:

- ✓ Development and proof of application and embedding of a Staff Recruitment, Management and Retention policy (which must address circumstances where there may be potential or actual conflict of interest and embedding of a Whistleblowing Policy)
- ✓ Ongoing monitoring of potential or existing personal, business or professional conflict of interest and their mitigation and management
- ✓ Ethical training for every staff member and staff updates in ethical working practices suitable to the development sector (e.g. UN Global Compact principles) including awareness of modern day slavery and human rights abuses
- ✓ Procedures setting out how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance and any suspicions/allegations/concerns which relate to safeguarding to the FCDO Investigations Department at [reportingconcerns@fcdo.gov.uk](mailto:reportingconcerns@fcdo.gov.uk) or on +44(0)1355 843747.

### **3. Transparency and Delivery Chain Management**

Key Performance Indicators KPI 3 a – f

The FCDO requires full delivery chain transparency from all Supply Partners. All direct Supply Partners and their delivery chain partners must adhere to wider HMG policy initiatives including the

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Call-Off Ref:

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support and capacity building of micro, small and medium sized enterprises (MSMEs), prompt payment, adherence to human rights and modern slavery policies and support for economic growth in developing countries.

The FCDO recognises the critical value that downstream delivery partners contribute. Direct Supply Partners must engage their delivery chain partners in a manner that is consistent with FCDO's treatment of its direct Supply Partners. This includes, but is not limited to: appropriate pricing of services; fiduciary and financial risk management processes; applying transparent and responsive measures where delivery chain partners underperform against the KPI areas; taking a zero tolerance approach to tax evasion, corruption, bribery and fraud in subsequent service delivery or in partnership agreements. Direct Supply Partners must cascade the principles of the Code throughout their delivery chain to ensure FCDO ethical behaviour standards are embedded and maintained.

**Specific requirements for direct Supply Partners include:**

- ✓ Provide assurance to the FCDO that the policies and practices of their delivery chain Supply Partners and affiliates comply with the Code;
- ✓ Maintaining and sharing with FCDO up-to-date and accurate records of all downstream partners in receipt of FCDO funds and/or FCDO funded inventory or assets. This should map how funds flow from them to end beneficiaries and identify risks and potential risks along the delivery chain;
- ✓ Ensuring delivery chain partner employees are expressly notified of the FCDO 'reporting concerns' mailbox<sup>3</sup> found on FCDO's external website and of the circumstances in which this should be used;
- ✓ Publication of FCDO funding data in accordance with the International Aid Transparency Initiative (IATI)<sup>4</sup>
- ✓ Supply Partners shall adhere to HMG prompt payment policy and not use restrictive exclusivity agreements with sub-partners.

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<sup>3</sup> <https://www.gov.uk/government/organisations/department-for-international-development/about#reporting-fraud>

<sup>4</sup> <http://www.aidtransparency.net/>

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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**4. Environmental issues**

Key Performance Indicators KPI 4 a – b

FCDO Supply Partners must be committed to high environmental standards, recognising that FCDO activities may change the way people use and rely on the environment, or may affect or be affected by environmental conditions. Supply Partners must demonstrate they have taken sufficient steps to protect the local environment and community they work in, and to identify environmental risks that are imminent, significant or could cause harm or reputational damage to the FCDO.

**Commitment to environmental sustainability may be demonstrated by:**

- ✓ Formal environmental safeguard policies in place;
- ✓ Publication of environmental performance reports on a regular basis
- ✓ Membership or signature of relevant environmental Codes, both directly and within the delivery chain such as conventions, standards or certification bodies (e.g. the Extractive Industries Transparency Initiative<sup>5</sup>).

**5. Terrorism and Security**

Key Performance Indicators KPI 5 a – d

FCDO Supply Partners must implement due diligence processes to provide assurance that UK Government funding is not used in any way that contravenes the provisions of the Terrorism Act 2000, and any subsequent regulations pursuant to this Act.

FCDO Supply Partners must maintain high levels of data security in accordance with the Data Protection Act 1998 and any subsequent regulations pursuant to this Act, or new Act and with the

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<sup>5</sup> <https://eiti.org/>

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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General Data Protection Regulation (Directive 95/46/EC).

**Specific requirements:**

- ✓ Development and proof of application and embedding of a comprehensive Terrorism and Security Policy
- ✓ Development and proof of application and embedding of personal data processing processes within a Data Protection Policy
- ✓ FCDO Supply Partners must safeguard the integrity and security of their IT and mobile communications systems in line with the HMG Cyber Essentials Scheme<sup>6</sup>. Award of the Cyber Essentials or Cyber Essential Plus badges would provide organisational evidence of meeting the UK Government-endorsed standard;
- ✓ All FCDO Supply Partners who manage aid programmes with a digital element must adhere to the global Principles for Digital Development<sup>7</sup>, which sets out best practice in technology-enabled programmes
- ✓ Ensure that FCDO funding is not linked to terrorist offences, terrorist activities or financing.

## 6. Safeguarding, Social Responsibility and Human Rights

Key Performance Indicators: KPI 6 a – d

Safeguarding, social responsibility and respect for human rights are central to FCDO's expectations of its Supply Partners. Supply Partners must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within complex delivery chain environments funded by FCDO. These practices include sexual exploitation, abuse and harassment; all forms of child abuse and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture or disability. Supply Partners must place an emphasis on the control of these and further unethical and illegal employment practices, such as modern day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid recipients. FCDO will expect a particular emphasis on the management of these issues in high risk fragile and conflict affected states (FCAS), with a focus on ensuring remedy and redress if things go wrong.

**Specific requirements:**

<sup>6</sup> <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

<sup>7</sup> <http://digitalprinciples.org/>

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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- ✓ Development and proof of application and embedding of a Safeguarding Policy;
- ✓ Delivery of Social Responsibility, Human Rights and Safeguarding training throughout the delivery chain;
- ✓ Compliance level 1 Supply Partners must be fully signed up to the UN Global Compact<sup>8</sup>;
- ✓ Practices in line with the International Labour Organisation (ILO) 138<sup>9</sup> and the Ethical Trading Initiative (ETI) Base Code<sup>10</sup> are to be encouraged throughout the delivery chain;
- ✓ Policies to embed good practice in line with the UN Global Compact Guiding Principles 1 & 2 on business and human rights throughout the delivery chain are required, as detailed in Annex 2;
- ✓ Compliance level 1 Supply Partners to submit a Statement of Compliance outlining how the organisation's business activities help to develop local markets and institutions and further how they contribute to social and environmental sustainability, whilst complying with international principles on Safeguarding and Human Rights labour and ethical employment, social inclusion and environmental protection;
- ✓ Overarching consideration given to building local capacity and promoting the involvement of people whose lives are affected by business decisions.

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<sup>8</sup> <https://www.unglobalcompact.org/what-is-gc/mission/principles>

<sup>9</sup> [http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C138](http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138)

<sup>10</sup> <http://www.ethicaltrade.org/eti-base-code>



**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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**Annex 1a****Compliance KPIs and contractual checking mechanisms - FCDO Contracts**

Maintaining standards of assurance and driving sustainable improvements, in connection with the Code's principles through Supply Partner relationships is a key focus for the FCDO.

Supply Partner and delivery chain compliance checking processes will take place in accordance with the agreed compliance levels and the specific contractual clauses down the delivery chain, the FCDO shall undertake compliance checks.

Where appropriate, a plan setting out the Code of Conduct delivery methodology for the Supply Partner arrangements during the contract term may be jointly developed with the FCDO during Contract mobilisation.

<b>Contract Checks and Compliance KPIs</b>		<b>KPI target</b>	<b>Checking mechanism</b>
<b>i.</b>	Declaration of acceptance of the FCDO Supply Partner Code of Conduct	Annual declaration submitted by contracted Supply Partner on behalf of delivery chain	Declaration of acceptance at the applicable level of compliance with each of the 6 sections received
	Declaration of sign up to the UN Global Compact	Annual declaration submitted by the direct Supply Partner	Declaration of applicable sign up / application received

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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ii.			
1.	<b><u>VfM and Governance standards</u></b>		
a)	Economic and governance policies in practice	Annual updated documentation provided  (copy of Policies with detailed annual financial breakdown relating to contract)	Annual contract review/programme management  Audit checks  Compliance checks
b)	VfM being maximised over the life of a contract  1. By confirmation of annual profit level fluctuations since tender submittal  2. by timely identification and resolution of issues  3. ensuring lessons learned are shared	Updated documentation submitted once annually	Compliance checks  Annual contract review/programme management  Compliance checks  Annual contract review/programme management  Compliance checks

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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c)	<u>Tax Declaration (HMRC format)</u> <ul style="list-style-type: none"> <li>• Tax the organisation paid on profits made in the last 3 years, and in which countries</li> <li>• Compliance with relevant country level tax regulations fully understood and met</li> </ul>	Annually updated documentation submitted by contracted supplier and on behalf of delivery chain partners	Annual return  Compliance checks
2. a)	<u>Ethical Behaviour</u>  Recruitment policy (which must address circumstances where there may be potential or actual conflict of interest)	Updated policy documentation submitted once annually by contracted supplier and on behalf of delivery chain partners	Annual return  Compliance checks
b)	Ongoing conflict of interest, mitigation and management	As 2a. above	Annual return  Compliance checks
c)	Refresher ethical training and staff updates (including disclosure restrictions on FCDO confidential information)	Copy of training logs provided  Delivery in accordance with training programme in place	Annual return Compliance checks
d)	A workforce whistleblowing policy	Continuous workforce awareness	Annual return  Compliance checks

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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		maintained  Policy in place	
e)	<p>1. Procedures setting out how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance or any suspicions/allegations/concerns which relate to safeguarding to the Investigations Department at <a href="mailto:reportingconcerns@fcdo.gov.uk">reportingconcerns@fcdo.gov.uk</a> or on +44(0)1355 843747</p> <p>2. Employees working on FCDO Contracts fully aware of the FCDO external website reporting concerns mailbox</p>	<p>Continuous awareness maintained</p> <p>Procedure in place</p> <p>Continuous awareness maintained</p>	<p>Annual return</p> <p>Compliance checks</p> <p>Annual return</p> <p>Compliance checks</p>
f)	<p>Declarations of direct or subcontractor staff members proposed to work on FCDO funded business if employed by FCDO or the Crown in the preceding two years</p> <p>Supply Partners and their subcontractors must provide proof of compliance with the HMG approval requirements under the <a href="#">business appointment rules</a></p>	<p>Details submitted as applicable</p>	<p>Annual return</p> <p>Compliance checks</p> <p>Contract management</p>
3.	<b><u>Transparency and Delivery Chain Management</u></b>		
a)	IATI compliance for Supply Partner and their delivery chain Supply	Updated documentation submitted once annually	<p>Tender evaluation</p> <p>Periodic spot checks</p>

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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	Partners		Compliance checks
<b>b)</b>	Up to date and accurate records of all delivery chain Supply Partners	Updated documentation submitted in accordance with Clause 26.7	Annual return Compliance checks Contract management
<b>c)</b>	Policies and practices for the management of delivery chain partners and affiliates aligned to the FCDO Supply Partner Code of Conduct	Updated documentation submitted annually	Contract management processes Periodic spot checks Compliance checks
<b>d)</b>	Tax evasion, bribery, corruption and fraud -statements of assurance provided	Updated documentation submitted once annually	Periodic and annual return spot checks Compliance checks
	All delivery chain partner employees working on FCDO Contracts fully aware of the FCDO reporting concerns mailbox	Updated documentation submitted once annually	Periodic and annual return spot checks
<b>e)</b>	HMG prompt payment policy adhered to by all delivery chain partners	Updated documentation submitted once annually	HMG spot checks Compliance checks Annual return
<b>f)</b>			
<b>4.</b>	<b><u>Environmental Issues</u></b>		
<b>a)</b>	1.Steps in place to identify environmental risks (e.g. by maintaining a risk register) Ensuring legislative requirements are being	Updated documentation	Contract management

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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b)	met  2. Formal context specific environmental safeguarding policies in place to ensure legislative requirements are being met	submitted once annually	Periodic and annual return spot checks  Compliance checks
	Published annual environmental performance reports  <b><u>Net zero by 2050 tracking</u></b>	Updated documentation submitted once annually	Periodic and annual return spot checks
5.	<b><u>Terrorism and Security</u></b>		
a)	Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing	Updated documentation submitted if and when changes identified since tender submittal	Annual return Spot checks Compliance checks Annual contract review
b)	Certification at or above the level set out in the tender submittal	Updated documentation submitted if changes identified since tender submittal	Annual return Compliance checks
c)	Data managed in accordance with the FCDO Security Policy and systems in accordance with the HMG Cyber Essentials Scheme	Updated documentation submitted if changes identified since tender submittal	Compliance checks

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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d)	Best practice global Principles for Digital Development in place	Updated documentation submitted if changes identified since tender submittal	Annual contract review Compliance checks
6.	<b><u>Safeguarding, Social Responsibility and Human Rights</u></b>		
a)	Provision of a current internal document demonstrating good practice and assuring compliance with key legislation on international principles on labour and ethical employment	Confirmation of UN Global Compact Membership	Tender evaluation Annual return Compliance checks
b)			
c)	Agreed level of measures in place and cascaded to assure the prevention of actual, attempted or threatened sexual exploitation or abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to FCDO funded work. Robust procedures for the reporting of suspected misconduct, illegal acts or failures to investigate in place	Updated documentation submitted once annually	Tender evaluation, Compliance checks
d)			
	Recognition of the ILO standards	Membership number	Compliance checks

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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	Membership of Ethical Trading Initiative (ETI)		
	1.Principles cascaded to employees and delivery chain partners via an internal policy or written outline of good practice service delivery approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1 & 2	Updated documentation submitted annually	Annual return Compliance checks
	2. Number and details of any organisational safeguarding allegations reported	Updated documentation submitted if and when changes identified since tender submittal	Annual checks Compliance checks
	3.Level of commitment in relation to the Contract evident in delivery practices in line with the workplace and community guidance provided in the FCDO Supply Partner Code of Conduct Annex 2	Updated documentation submitted annually	Tender evaluation Compliance checks



**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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**Annex 1b****Contractual Annual Compliance Declaration**

Prior to Contract Award and thereafter on an annual basis at the end of each financial year, the Supply Partner is required to submit a Compliance Declaration in connection with the management of any FCDO Contract in place and on behalf of their delivery chain partners. Supply Partners should be aware that spot check compliance monitoring will take place to verify responses.

**Supply Partner Compliance Declaration****Key:****Contractual Requirement:****X denotes full compliance 1 required****O denotes reduced compliance level 2, unless otherwise stipulated in contractual Terms of Reference****Compliance Level 1**

Supply Partners with an individual contract value of £1m or above, or two or more contracts funded by FCDO with a combined value of £5m or above.

**Compliance Level 2**

Supply Partners with an individual contract value below £1m, or two or more contracts funded by FCDO with a value of less than £5m. Where there is a 0 in the table below, the supplier does not need to demonstrate compliance in these areas.

**Compliance Level 3**

Supply Partners with an individual contract value or component of a contract funded by FCDO with a value below the EU Threshold. At this level Supply Partners are required to adhere to the overarching Code principles and recognise, mitigate and manage risks but will not be monitored against the contractual KPIs.

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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KPI Compliance Area		Supply Partner Compliance Level		Commentary	CEO Signatory	Signature & date of signing
		1	2			
<b>1.</b>	<b><u>VfM and Governance standards</u></b>					
<b>a)</b>	Evidence of how economic and governance policies work in practice	X	O			
<b>b)</b>	VfM maximisation over contract life  1. Annual confirmation of % profit on contract  2. timely identification and resolution of issues  3. ensuring lessons learned are shared	X  X  X	X  X  O			
<b>c)</b>	<u>Tax Declaration (HMRC format)</u>  Comply with all tax requirements					

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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		X	X			
<b>2.</b>	<b><u>Ethical Behaviour</u></b>					
<b>a)</b>	Adherence to agreed conflict of interest management procedures	X	X			
<b>b)</b>	Evidence of workforce ethical training updates taking place	X	X			
<b>c)</b>	Confirmation of direct and delivery chain partner compliance with the HMG approval requirements under the Business Appointment Rules.	X	X			
<b>d)</b>	Confirmation and full evidence of awareness of an up to date workforce whistleblowing policy	X	X			
<b>e)</b>	Procedures in place and full evidence of awareness of how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid	X	X			

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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	diversion, fraud, money laundering or counter terrorism finance or any suspicions/allegations/concerns which relate to safeguarding to the Investigations Department (CFWU) at <a href="mailto:reportingconcerns@fcdo.gov.uk">reportingconcerns@fcdo.gov.uk</a> or on +44(0)1355 843747					
f)	HMG Business appointment rules followed - Conflict of Interest(COI) declarations made for direct or delivery chain staff members proposed to work on FCDO funded business if employed by FCDO or the Crown in the preceding two years.	X	X			
3.	<b><u>Transparency and Delivery Chain Management</u></b>					
a)	Supply Partner and delivery chain partners IATI compliant	X	O			
b)	Provision of up to date and accurate records of all delivery chain Supply Partners provided within the required frequencies, including annual contractual	X	O			

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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	spend on SME's, women owned businesses and modern apprenticeships in place					
c)	Verification that policies and practices for the management of delivery chain Supply Partners are aligned to the FCDO Supply Partner Code of Conduct i.e. by demonstrating delivery chain governance arrangements in place	X	O			
d)	Assurance there has been no change to previous statements provided in relation to tax evasion, bribery, corruption and fraud	X	X			
	Confirmation that all delivery chain Supply Partners' employees working on FCDO Contracts are fully aware of the FCDO external website reporting concerns mailbox	X	X			
e)	Confirmation of adherence to HMG prompt payment policy with all their delivery chain Supply Partners	X	O			

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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f)						
4.	<b><u>Environmental Issues</u></b>					
a)	Environmental risks identified (e.g. by maintaining a risk register) with formal context specific environmental safeguarding policies in place	X	O			
b)	Annual published environmental performance reports Net zero by 2050 tracking in place	X	O			
5.	<b><u>Terrorism and Security</u></b>					
a)	Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or	X	X			

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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	financing					
b)	No engaged employees or delivery chain partner personnel appears on the Home Office Prescribed Terrorist Organisations List	X	X			
c)	Data is managed in accordance with the FCDO security policy and systems are in accordance with the HMG cyber essentials scheme	X	X			
d)	Adherence to the best practice global principles for digital development	X	O			
6.	<b><u>Safeguarding, Social Responsibility and Human Rights</u></b>					
a)	Provision of a document demonstrating current organisational good practice and assuring compliance with key legislation on international principles on labour and ethical employment (to include Modern Day Slavery Act 2015 compliance detail)	X	O			

**Call-Off Schedule 1 (Transparency Reports)**

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<b>b)</b>	Organisational procedures in place directly, and within the delivery chain:					
	1.To prevent actual, attempted or threatened sexual exploitation and abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to FCDO funded work	X	X			
	2.For reporting suspected misconduct, illegal acts or failures to investigate actual attempted or threatened sexual exploitation or abuse	X	X			
	<b>c)</b>					
<b>d)</b>	Current membership of UN Global Compact	X	O			
	Current membership of ETI	O	O			



**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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<p>1.Evidence of cascade to employees of an internal policy or written outline of good practice service delivery approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1&amp;2 demonstrating an appropriate level of commitment in relation to the Contract</p> <p>2.Numbers and details of organisational safeguarding allegations reported</p> <p>3. Examples of delivery practice that demonstrate commitments in line with workplace and community in line with UN Global Compact Principles 1 &amp; 2 (Annex 2)</p>	X	O			
	X	X			
	X	O			

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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**Annex 2****UN Global Compact – Human Rights**

**Principle 1:** businesses should support and respect the protection of internationally proclaimed Human Rights

**Principle 2:** businesses should ensure they are not complicit in Human Rights abuse

Organisations should do this by giving attention to vulnerable groups including women, children, people with disabilities, indigenous groups, migrant workers and older people.

Organisations should comply with all laws, honouring international standards and giving particular consideration to high risk areas with weak governance.

Examples of how suppliers and partners should do this are set out below:

**In the workplace**

- by providing safe and healthy working conditions
- by guaranteeing freedom of association
- by ensuring non-discrimination in personnel practices
- by ensuring that they do not use directly or indirectly forced labour or child labour
- by providing access to basic health, education and housing for the workers and their families, if these are not provided elsewhere
- by having an affirmative action programme to hire victims of domestic violence
- by making reasonable accommodations for all employees' religious observance and practices

**Call-Off Schedule 1 (Transparency Reports)**

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**In the community**

- by preventing the forcible displacement of individuals, groups or communities
- by working to protect the economic livelihood of local communities
- by contributing to the public debate. Companies interact with all levels of government in the countries where they operate. They therefore have the right and responsibility to express their views on matters that affect their operations, employees, customers and the communities of which they are a part
- through differential pricing or small product packages create new markets that also enable the poor to gain access to goods and services that they otherwise could not afford
- by fostering opportunities for girls to be educated to empower them and also helps a company to have a broader and more skilled pool of workers in the future, and
- perhaps most importantly, a successful business which provides decent work, produces quality goods or services that improve lives, especially for the poor or other vulnerable groups, is an important contribution to sustainable development, including human rights
- If companies use security services to protect their operations, they must ensure that existing international guidelines and standards for the use of force are respected

**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref:

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# **Call-Off Schedule 4 (Call Off Tender)**

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref:

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## Call-Off Schedule 14 (Service Levels)

### 1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Critical Service Level Failure"</b>	has the meaning given to it in the Order Form;
<b>"Service Credits"</b>	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>"Service Credit Cap"</b>	has the meaning given to it in the Order Form;
<b>"Service Level Failure"</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>"Service Level Performance Measure"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
<b>"Service Level Threshold"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

### 2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref:

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exceeded the Service Credit Cap; and/or

## 2.4.2 the Service Level Failure:

- ☐ exceeds the relevant Service Level Threshold;
- ☐ has arisen due to a Prohibited Act or wilful Default by the Supplier;
- ☐ results in the corruption or loss of any Government Data; and/or
- ☐ results in the Buyer being required to make a compensation payment to one or more third parties; and/or

## 2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

2.5.3 there is no change to the Service Credit Cap.

**3. Critical Service Level Failure**

On the occurrence of a Critical Service Level Failure:

3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref:

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## Part A: Service Levels and Service Credits

### 1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.a.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.a.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.a.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.a.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

### 2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with the calculation formula in the Annex to Part A of this Schedule.

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref:

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## Annex A to Part A: Services Levels and Service Credits Table

Service Levels				Service Credit for each Service Period (i.e. quarterly invoice)
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
1) Project personnel	Consultants with requisite expertise and experience are deployed at all times	Performance is graded as A or B per the grade definitions in table below	NA	2% Service Credit applied if a grade C is applied for the quarter per the grade definitions for this KPI in table below
2) Timeliness	Project personnel are deployed according to costed workplan, contract milestones and any further timelines agreed with FCDO and Bangladesh Bank.	Performance is graded as A or B per the grade definitions in table below	NA	2% Service Credit applied if a grade C is applied for the quarter per the grade definitions for this KPI in table below
3) Quality of services provided	All project outputs and advice are high quality, feasible and fit-for-purpose in the judgement of the Bangladesh	Performance is graded as A or B per the grade definitions in table	NA	4% Service Credit applied if a grade C is applied for the quarter per the grade definitions for this KPI in table below



**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref:

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	Bank and FCDO. Bangladesh Bank will review and feedback on all outputs. FCDO will review a sample of outputs produced by the Supplier to assess the quality of the work.	below		
4) Collaborative approach to execution	Active engagement of supplier throughout, where the supplier is responsive and flexible to client needs aligned with FCDO priorities.  Good relationship maintained with Bangladesh Bank, and key stakeholders.	Performance is graded as A or B per the grade definitions in table below	NA	2% Service Credit applied if a grade C is applied for the quarter per the grade definitions for this KPI in table below

<b>KPI</b>	<b>Grade definitions</b>
1) Project personnel	<p>All subject matter experts contracted by the Supplier have experience and expertise on banking crisis, policies and reforms. All project personnel who are deployed have the experience and expertise stated in the supplier's proposal and costed workplan.</p> <p>Grades:</p> <p>A: Staff members have right fit based on experience and expertise</p>

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref:

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	<p>B: Staff members have the right qualifications but limited experience</p> <p>C: Any staff member does not have the experience and qualifications required for the project. Grade C will also be applied if any of the core technical team members individually fall short of an A grade.</p>
2) Timeliness	<p>‘Deployed’ means fully mobilised to work, unencumbered by any previous/other work commitments, and present in Dhaka if agreed with Bangladesh Bank and FCDO.</p> <p>Grades:</p> <p>A: &gt;90% of project personnel are deployed on time</p> <p>B: &gt;80% of project personnel are deployed on time</p> <p>C: &lt;80% of project personnel are deployed on time</p>
3) Quality of services provided	<p>Grades:</p> <p>A: Bangladesh Bank and FCDO confirm that the set of outputs provided in a quarter are accurate, technically sound, implementable and feasible within the resource constraints of Bangladesh Bank and the government of Bangladesh.</p> <p>B: Bangladesh Bank and FCDO confirm that the set of outputs provided in a quarter are technically sound but not feasible given resource and capability constraints.</p> <p>C: Bangladesh Bank and FCDO confirm that the set of outputs provided in a quarter fall short of the standard required due to inaccuracies, technical limitations or material obstacles to implementation. Grade C will be applied if any outputs provided in a quarter are graded as C.</p>

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref:

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4) Collaborative approach to execution	<p>Grades:</p> <p>A) Bangladesh Bank provide consistently positive feedback.</p> <p>B) Bangladesh Bank raise minor issues, with no more than one piece of negative feedback per quarter.</p> <p>C) Bangladesh Bank raise a major issue around engagement/communication/relationship/collaboration, or more than one minor issue per quarter.</p>
---	--

The Service Credits shall be calculated on the basis of the following formula:

Formula: x% (sum of Service Credits for all KPI failures in quarter)	=	<p>x% of the gross fees (staff costs*) for the quarter's invoice, to be paid to the Buyer by deducting equivalent sum from the next quarter's invoice payable by the Buyer</p> <p>* Expenses and non-staff costs are not impacted by the Service Credits</p>
<p><u>Worked example:</u></p> <p>Quarter 1 performance:</p> <p>KPI 1: A = No Service Credit</p> <p>KPI 2: C = 2% Service Credit</p> <p>KPI 3: C = 4% Service Credit</p> <p>KPI 4: B = No Service Credit</p> <p>Sum of Service Credits = 6%</p>	=	<p>6% of the gross fees (staff costs) for the quarter's invoice...</p> <p>Quarter 1 invoice = £250,000, of which staff costs are £230,000.</p> <p>6% staff costs = £4,968</p> <p>£250,000 will be paid in Quarter 1</p> <p>....to be paid to the Buyer by deducting equivalent sum from the next quarter's invoice payable by the Buyer</p>

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref:

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		Quarter 2 invoice = £210,000  Less Service Credits from Quarter 1 = £205,032  £205,032 will be paid for Quarter 2
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**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref:

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## Part B: Performance Monitoring

### 3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 3.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 3.2.3 details of any Critical Service Level Failures;
  - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
  - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
  - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
  - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

**Call-Off Schedule 14 (Service Levels)**

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- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

**4. Satisfaction Surveys**

- 4.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref:

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## Call-Off Schedule 15 (Call-Off Contract Management)

### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Operational Board"</b>	the board established in accordance with paragraph 4.1 of this Schedule;
<b>"Project Manager"</b>	the manager appointed in accordance with paragraph 2.1 of this Schedule;

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref:

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**2. Project Management**

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resources are made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

**3. Role of the Supplier Contract Manager**

- 3.1 The Supplier's Contract Manager'(s) shall be:
  - 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
  - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Supplier's Contract Manager's responsibilities and obligations;
  - 3.1.3 able to cancel any delegation and recommence the position himself; and
  - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager(s) in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier's Contract Manager(s) by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.



**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref:

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**4. Role of the Operational Board**

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

**5. Contract Risk Management**

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  - 5.2.1 the identification and management of risks;
  - 5.2.2 the identification and management of issues; and
  - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer and the Supplier have identified.

**Annex: Contract Boards**

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref:

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There will be a project coordination committee comprising of the SRO, PRO, lead adviser, representatives from Bangladesh Bank and the Taskforce on Banking Sector Reforms and representatives of the Supplier. The project coordination committee will have monthly meetings during the first four months. The frequency of meetings of the subsequent period of the contract will be determined in due course. There will be a project steering committee comprising of the Deputy Development Director of the British High Commission Dhaka, the Governor of Bangladesh Bank, representative of the Taskforce on Banking Reforms and the Team Leader of the Supplier project team. The project steering will meet once every quarter. These meetings will discuss the progress made against the workplan and associated risks with mitigations.

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
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## **Call-Off Schedule 20 (Call-Off Specification)**

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

### **Terms of Reference**

**Call Down Title:**     **Technical Assistance for Bank Recovery, Resolution and Financial Stability for Bangladesh Bank**

**ITT Number: 6671**

Call-Off Schedule 20 (Call-Off Specification)  
 Call-Off Ref:  
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## Contents page

### Table of Contents

<a href="#">Introduction and Background</a>	3
<a href="#">Recipient and Beneficiaries</a>	3
<a href="#">Outcomes</a>	3
<a href="#">Scope of Work (Deliverables)</a>	4
<a href="#">Supplier Personnel</a>	4
<a href="#">Governance, Management, and Delivery Structures</a>	5
<a href="#">Budget, Timeframe and Reporting</a>	6
<a href="#">Project Milestones</a>	7
<a href="#">Scale Up and/or Down Provisions</a>	8
<a href="#">Payment and Performance</a>	9
<a href="#">Key Performance Indicators and Service Credits</a>	9
<a href="#">Other Requirements</a>	11
<a href="#">Non Disclosure</a>	11
<a href="#">Monitoring and Evaluation</a>	11
<a href="#">UK Aid Branding</a>	11
<a href="#">Transparency</a>	12
<a href="#">Delivery Chain Mapping</a>	12
<a href="#">Digital Spend</a>	12
<a href="#">Fraud and Corruption</a>	13
<a href="#">Safeguarding Considerations</a>	13
<a href="#">Duty of Care</a>	13
<a href="#">Working arrangements</a>	14
<a href="#">Conflict of Interest</a>	14
<a href="#">Social Value consideration</a>	15
<a href="#">General Data Protection Regulations (GDPR)</a>	15
<a href="#">Appendix – EME for Bangladesh Central Bank Technical Assistance</a>	15

## Introduction and Background

1. The Foreign, Commonwealth & Development Office (FCDO) seeks a suitably qualified Supplier to provide technical assistance to the Bangladesh Bank – the central bank of Bangladesh. The contract is for 12 months with a maximum budget of £999,999.
2. The banking sector in Bangladesh is at risk due to high levels of non-performing loans on the balance sheets of many banks.
3. A new interim government is now in place in Bangladesh. One of the top priorities of the new government is to stabilise and fix the problems in the banking sector. The government has appointed a new governor at Bangladesh Bank, who is working at pace to address the problems. Bangladesh Bank is in the process of appointing a banking sector task force.
4. FCDO will provide technical expertise to Bangladesh Bank and the task force through this contract. This includes undertaking a needs assessment, creating a roadmap for Bangladesh Bank to resolve troubled banks and toxic assets on bank balance sheets, developing a bank recovery and resolution framework and putting in place contingency planning and crisis management processes.
5. This technical assistance contract is part of the FCDO's Transformative Economic Policy Programme – Bangladesh (TEPP), which is funded through the UK Government's Official Development Assistance. The purpose of the programme is to improve economic policymaking in Bangladesh through technical assistance to government, strengthening the expertise of local think tanks and producing economic data.
6. In addition to this technical assistance contract, the UK Government supports Bangladesh Bank through expertise from the Bank of England (BoE), which delivers workshops and provides advice. The International Monetary Fund is also providing technical assistance to Bangladesh Bank. The supplier of the technical assistance contract described in this TOR will be required to collaborate constructively with these stakeholders to maximise outcomes.

## Recipient and Beneficiaries

7. The recipient of the required services will be the Foreign, Commonwealth and Development Office of the UK Government and Bangladesh Bank and the ultimate beneficiaries will be the state and citizens of Bangladesh.

## Outcomes

8. The expected outcomes of this project are as follows:
  - Bangladesh Bank stabilises the banking sector.
  - Bangladesh Bank starts the process of resolving troubled banks and distressed assets based on advice and recommendations of the supplier.
  - The Bangladesh Bank is well prepared to respond to future banking crises.

Call-Off Schedule 20 (Call-Off Specification)  
 Call-Off Ref:  
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## Scope of Work (Deliverables)

9. The supplier is required to carry out the following activities and the following deliverables:
  - a) Diagnose the current state of the banking system from a financial stability perspective by collating existing data available to the central bank, including the extent of distressed assets in the banking sector and key vulnerabilities.
  - b) Undertake a needs assessment to identify the expertise, human resources, data needed by Bangladesh Bank to plan the recovery and resolution of troubled banks and reduce the overhang of distressed assets on bank balance sheets.
  - c) Develop a roadmap for Bangladesh Bank to address the problems of troubled banks and distressed assets. Develop policy options for the resolution and recovery of troubled banks and distressed assets: e.g. recapitalisation, asset purchases, nationalisation, merger, liquidation. Appraise policy options, identify gaps in banking regulations and governance, outlining costs and effectiveness.
  - d) Develop a contingency framework to deal with a financial crisis. Identify contagion risks emanating from troubled banks and level of exposure to other banks, non-bank financial institutions and capital markets. Undertake crisis simulation exercise(s) with Bangladesh Bank and other relevant authorities (as appropriate).
  - e) Undertaking project management for the Banking Sector Reform Task Force to restore financial stability.
  - f) Allocate at least 40 person days to provide expertise in response to emerging needs from Bangladesh Bank, within the scope of this terms of reference. The need for expertise and deliverables will be further determined during the first two months in consultation with Governor of Bangladesh Bank and the banking sector task force, and new needs may emerge throughout the duration of the contract.
10. The performance of the supplier in delivering these deliverables will be assessed by using the framework set out in the KPIs (see section 3).

## Supplier Personnel

11. The Supplier is required to provide appropriately skilled and experienced personnel and deploy management systems to ensure effective day to day management of the programme.
12. The Supplier is required to deploy a team with the following expertise and experience:
  - a) Expertise and experience of working with or advising central banks, regulators and/or government agencies on financial stability and banking sector interventions (e.g. asset purchases, bad bank, credit guarantee)

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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- b) Experience of working with central banks, regulators or financial institutions to prepare for and respond to financial crises
  - c) Expertise in developing regulatory policies for the banking sector including on bank supervision and governance
13. The Supplier's Team Leader and key project personnel are required to have excellent project management capability. They will be expected to have the adaptability to work in the context of a developing country in South Asia with data limitations, resource constraints and diverse ways of working. They should have the capability to establish strong working relationships with key stakeholders.
  14. The Supplier will be expected to deploy at least two personnel to work at the Bangladesh Bank office in Dhaka on project management, coordination and relationship management. At least one team member should be fluent in Bangla.
  15. The Supplier will be expected to deploy at least two international experts in November 2024 to undertake the initial diagnostics and needs assessment, as described in paragraph 9.
  16. The Supplier will make available a pool of experts (as described in paragraph 11&12), who can be called upon to provide expertise based on requirements identified during the needs assessment, in consultation with Bangladesh Bank and the FCDO team. The experts should be available to provide services within a short period of time.
  17. The Supplier will be expected to deploy international experts who can travel to Bangladesh to work on the project. Certain project activities may be partially or fully undertaken remotely from other countries, with the approval of Bangladesh Bank and FCDO. Note that ways of working at Bangladesh Bank is primarily based on in-person interaction with less reliance on email and video conference (Zoom/MS Teams calls) relative to European or North American countries.

## **Governance, Management, and Delivery Structures**

18. The Supplier's project team (including all technical experts deployed by the Supplier) will work under the supervision of the Governor of Bangladesh Bank and/or any official delegated by the Governor for all day-to-day activities. The team members will work directly with the Taskforce on Banking Sector Reforms.
19. FCDO staff based at the British High Commission Dhaka will have oversight of the project activities and deliverables, including the quality of outputs and the effectiveness of the Supplier's engagement with stakeholders. The FCDO programme management will be led by the Senior Responsible Owner (SRO) and the Programme Responsible Owner (PRO) based at the British High Commission Dhaka. The SRO, PRO, Advisers and other members of the programme team will report to the Deputy Development Director of the British High Commission Dhaka who will provide oversight and strategic direction.
20. There will be a project coordination committee comprising of the SRO, PRO, lead adviser, representatives from Bangladesh Bank and the Taskforce on Banking Sector Reforms and representatives of the Supplier. The project coordination committee will have monthly meetings during the first four months. The frequency of meetings of the subsequent period of the contract will be determined in due course. There will be a project steering committee comprising of the Deputy Development Director of the British High Commission Dhaka, the Governor of

Call-Off Schedule 20 (Call-Off Specification)  
 Call-Off Ref:  
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Bangladesh Bank, representative of the Taskforce on Banking Reforms and the Team Leader of the Supplier project team. The project steering will meet once every quarter. These meetings will discuss the progress made against the workplan and associated risks with mitigations.

## Budget, Timeframe and Reporting

21. The initial contract will be for a period of 12 months.
22. It is critical that the supplier is able to mobilise to deploy resources and commence work immediately from the start date of the contract, as the situation with the Bangladesh banking sector is very urgent, and there are day 1, week 1 and month 1 milestones (see section 27).
23. The value of the contract for 12 months will be established via competition and will be the budget envelope proposed by the successful supplier (up to a maximum of £999,999). If the contract value is originally set at less than £999,999, FCDO has the option to amend the contract at the mid-point review, in order to raise the contract value up to the £999,999 limit. The contract value is inclusive of all applicable taxes. It is the Supplier's responsibility to establish its taxation position both in the UK and in Bangladesh and ensure it meets its obligations.
24. No later than 6 weeks after the start date of the contract, the supplier is required to submit an enhanced and possibly revised version of the costed workplan, featuring more detail on work activities to be carried out and the KPIs to be used to measure performance. The expectation is that the enhanced workplan will be a natural iteration of the original workplan submitted at tender, featuring a further level of detail based on early data analysis, meetings with stakeholders, and other work in the first 6 weeks of the contract. The supplier may propose revisions to the costed workplan which will be reviewed by FCDO and either approved or rejected. Approved revisions will need to be reflected in the contract via the variation process (in accordance with Clause 24 of the Core Terms). All variations are subject to FCDO internal Governance approval.
25. Quarterly reports to FCDO will outline progress made against the workplan including activities undertaken in response to emerging needs not included in the original workplan. The Supplier is required to send a sample of outputs delivered to Bangladesh Bank (or any output documents requested by FCDO, or all output documents), excluding any reports, data or information deemed to be sensitive by Bangladesh Bank. The FCDO will review the outputs for quality and seek feedback from Bangladesh Bank officials on the quality of the work delivered by the Supplier.
26. During the 6<sup>th</sup> month of the contract, FCDO will carry out a Mid-Year Review that will take account of progress against the deliverables, the supplier's performance, and the needs/priorities of the programme at the mid-point of the contract. The Mid-Year Review may result in a request for the Supplier to submit a revised workplan with further detail on how to complete the contract deliverables, as well as new deliverables required to realise the Outcomes of the contract. The Review will consider whether there remains a need for technical assistance to be provided to the Bangladesh Bank. Suppliers should be prepared for FCDO to



Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

consider exercising Special Clause 8 (Six Month Break Clause) in which FCDO may terminate the contract by giving not less than 30 days' written notice.

## Project Milestones

27. The supplier is required to deliver the following deliverables at the following milestones:

<b>Initial Milestones</b>	<b>Deadline</b> (end of stated day/week/month)
Mobilisation between FCDO, Supplier and Bangladesh Bank	Day 1
Meetings with key stakeholders: Bangladesh Bank officials, Banking Sector task force	Week 1
Assess the current state of the banking system from a financial stability perspective	Month 1
Needs assessment report to identify the expertise, human resources, data needed by Bangladesh Bank	
Revised costed and timebound workplan (revising the Costed Workplan submitted in the Supplier's tender) submitted to FCDO	
Revised, costed and timebound workplan (revising the Costed Workplan submitted in the Supplier's tender) agreed with Bangladesh Bank and FCDO	Week 6
Quarterly progress report (with Bangladesh Bank endorsement on deliverables)	Month 2
Quarterly progress report (with Bangladesh Bank endorsement on deliverables)	Month 3
Quarterly progress report (with Bangladesh Bank endorsement on deliverables) and forward-looking Mid-Year Review	Month 6

## Scale Up and/or Down Provisions

28. FCDO reserves the right to scale down the value and/or scope of the contract or to discontinue this programme at any point. Scaling down is at FCDO's discretion. Scaling down may be triggered by a variety of events/reasons including (but not limited to):
- A change in regions' economic or political environment.
  - A change in the political landscape/legislation.
  - A change in FCDO or HMG's priorities.
  - Budgetary constraints.
  - Dissatisfaction with Supplier performance.
29. Scaling down may take various forms, such as (but not limited to):
- Decrease of programme value.
  - Decrease or change of programme scope (such as thematic scope or geographic scope).
  - Decrease of programme duration.
  - Withdrawal or decrease of support from certain countries/regions.
  - Reduction of FCDO's ability to deliver programme funds.
30. Conversely, FCDO may also decide to scale up the programme. Any scaling up should be mutually agreed between FCDO and the Supplier. Scaling up may be requested by FCDO subject to internal approvals as a result of various events/reasons, including (but not limited to):
- The programme proves to be having a strong impact and has the potential to yield better results, dependent on budget and ongoing effectiveness of the programme.
  - There is a change in FCDO or HMG's priorities, including a change in geographical, or thematic focus.
31. Scaling up may take various forms, including (but not limited to):
- Increasing the funding amount of one or more components/categories or adding funding for new components to support programme delivery.
  - Increasing or changing the programme scope (such as thematic scope or geographic scope).
  - Increasing the programme duration.
  - The Supplier will need to demonstrate capacity and continued capability to scale up.

## Payment and Performance

32. Payment will be made quarterly in arrears within 30 days of receipt of an undisputed valid invoice as per the Core Terms.
33. All (one hundred percent) of approved expenses (all costs except staff pay) will be reimbursed on an actual expenditure basis. Ninety percent of fees (staff pay) will be linked to achievement of milestones, paid quarterly. Programme milestones are specified in the table in paragraph 27 above. Further detail and

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

further milestones will be agreed following the review of the costed workplan at the end of month 2 and the end of month 6 (Mid-Year Review).

34. Ten percent (10%) of total fee payments to the Supplier shall be linked to Key Performance Indicators (KPIs). The Supplier will be assessed against the KPIs every quarter as part of contract management. The purpose will be to manage the Supplier's performance throughout the life of this contract.

### Key Performance Indicators and Service Credits

35. FCDO will assess the contract management KPIs every quarter and the Supplier is required to submit evidence of delivery against the KPIs. FCDO will respond with feedback within ten working days. The Supplier will have five additional working days to respond to any feedback.
36. Contract management KPIs are illustrated below and may be further developed and refined by FCDO during the first quarter (and if FCDO considers a review necessary at any point in the contract duration to ensure that the KPIs and methodology are fit for the contract).
37. KPI penalties will be in accordance with the KPI payment structure as set out below. Invoice adjustment (service credits) will be required if any KPI is graded as a C and the Supplier will be required to send the revised invoice to FCDO for payment. The KPIs and scoring methodology are described below.

KPIs	Measure of achievement	Acceptance criteria	Financial penalty if scored as grade C (service credits)
<b>1) Project personnel</b>	Consultants with requisite expertise and experience are deployed at all times	<p>All subject matter experts contracted by the Supplier have experience and expertise on banking crisis, policies and reforms. All project personnel who are deployed have the experience and expertise stated in the supplier's proposal and costed workplan.</p> <p>Grades:</p> <p>A: Staff members have right fit based on experience and expertise</p> <p>B: Staff members have the right qualifications but limited experience</p> <p>C: Any staff member does not have the experience and qualifications required for the project. Grade C will also be applied if any of the core technical team members individually fall short of an A grade.</p>	2% of fees

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

<b>2) Timeliness</b>	Project personnel are deployed according to costed workplan, contract milestones and any further timelines agreed with FCDO and Bangladesh Bank.	<p>'Deployed' means fully mobilised to work, unencumbered by any previous/other work commitments, and present in Dhaka if agreed with Bangladesh Bank and FCDO.</p> <p>Grades:</p> <p>A: &gt;90% of project personnel are deployed on time  B: &gt;80% of project personnel are deployed on time  C: &lt;80% of project personnel are deployed on time</p>	2% of fees
<b>3) Quality of services provided</b>	All project outputs and advice are high quality, feasible and fit-for-purpose in the judgement of the Bangladesh Bank and FCDO. Bangladesh Bank will review and feedback on all outputs. FCDO will review a sample of outputs produced by the Supplier to assess the quality of the work.	<p>Grades:</p> <p>A: Bangladesh Bank and FCDO confirm that the set of outputs provided in a quarter are accurate, technically sound, implementable and feasible within the resource constraints of Bangladesh Bank and the government of Bangladesh.</p> <p>B: Bangladesh Bank and FCDO confirm that the set of outputs provided in a quarter are technically sound but not feasible given resource and capability constraints.</p> <p>C: Bangladesh Bank and FCDO confirm that the set of outputs provided in a quarter fall short of the standard required due to inaccuracies, technical limitations or material obstacles to implementation. Grade C will be applied if any outputs provided in a quarter are graded as C.</p>	4% of fees
<b>4) Collaborative approach to execution</b>	Active engagement of supplier throughout, where the supplier is responsive and flexible to client needs aligned with FCDO priorities.	<p>Feedback from Bangladesh Bank about the collaborative approach.</p> <p>Grade:</p> <p>A) Bangladesh Bank provide consistently positive feedback.  B) Bangladesh Bank raise minor issues, with no more than one piece of negative feedback per quarter.  C) Bangladesh Bank raise a major issue around engagement/communication/relationship/collaboration, or more than one minor issue per quarter.</p>	2% of fees

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

	Good relationship maintained with Bangladesh Bank, and key stakeholders.		
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## Other Requirements

### Non Disclosure

38. The successful supplier will be required to sign a Non-Disclosure Agreement (NDA) that will place obligations on the supplier and buyer for the purpose of preventing the unauthorised disclosure of Confidential Information. Signing the NDA is a condition of contract award.

### Monitoring and Evaluation

39. The Supplier will be subject to continuous monitoring and assessment by FCDO. Formal monitoring of its performance, progress and delivery includes monthly and quarterly meetings and annual reviews.
40. During the 6<sup>th</sup> month of the contract a Mid-Year review will be carried out and will assess delivery of programme objectives, including costs for inputs, outputs and outcomes. This will also include assessment and discussion of Value for Money (VFM). The Mid-Year Review will also draw from the quarterly reports by the Supplier. These reports should include progress of programme delivery, risk/challenges, finance, and lessons learnt.

### UK Aid Branding

41. See Special Clause 6 in Framework Schedule 6 (Order Form).

### Transparency

42. Transparency, value for money, and results are top priorities for the UK Government. FCDO has a duty to show UK taxpayers where their money is being spent, its impact, and the results achieved.
43. FCDO has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same. FCDO requires the Supplier receiving and managing funds, to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners. It is a contractual requirement for the Supplier and downstream partners to comply with this, and to ensure they have the appropriate tools to enable routine financial

Call-Off Schedule 20 (Call-Off Specification)  
 Call-Off Ref:  
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reporting, publishing of accurate data and providing evidence of this to FCDO – further information is available from: <http://www.aidtransparency.net>

## Delivery Chain Mapping

44. FCDO is interested in gathering details of the organisations working within the delivery chains of directly contracted Suppliers. As part of the contractual compliance checking process, Supplier will be required to submit returns providing these details, as a minimum on an annual basis. They will also be required to map out full delivery chains.

## Digital Spend

45. The UK government defines digital spend as 'any external-facing service provided through the internet to citizens, businesses, civil society, or non-governmental organizations. The Government Digital Service (GDS), on behalf of the Cabinet Office, monitors all digital spend across government and FCDO is required to report all spend and show that what we have approved meets with GDS Digital Service Standard. In FCDO, this applies to any spend on web-based or mobile information services, websites, knowledge or open data portals, transactional services such as cash transfers, web applications and mobile phone apps. Plans to spend programme funds on any form of digital service must be cleared with FCDO in advance and must adhere to the following principles:
- ☐ Design with the user
  - ☐ Understand the existing ecosystem.
  - ☐ Design for scale
  - ☐ Build for sustainability.
  - ☐ Be data driven.
  - ☐ Use open standards, open data, open source & open innovation.
  - ☐ Reuse & improve.
  - ☐ Address privacy & security
  - ☐ Be collaborative.
46. The Supplier must ensure to highlight any digital aspects including prospective budget assigned to these interventions, licenses/permissions required and sustainability of investment.

## Fraud and Corruption

47. FCDO has zero-tolerance approach to corruption. The Supplier will need to put in place a comprehensive risk management system appropriate to the context and consistent with FCDO's own methodologies. have full responsibility for monitoring and putting in place mitigation strategies, policies and procedures for preventing fraud and corruption.
48. All suspected cases of fraud must be reported immediately to FCDO.

Call-Off Schedule 20 (Call-Off Specification)  
 Call-Off Ref:  
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## Safeguarding Considerations

49. Do No Harm - FCDO requires assurances regarding protection from violence, exploitation, and abuse through involvement, directly or indirectly, with FCDO Supplier(s) and programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.
50. The Supplier(s) needs to demonstrate a sound understanding of the ethics in working in this area and apply these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the design of interventions including technical assistance should recognise and mitigate the risk of negative consequences for women, children, and other vulnerable groups. The Supplier(s) will be required to include a statement that they have duty of care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including the reporting and addressing of safeguarding incidences related to the Supplier(s)'s activities, should be included in both regular and annual reporting to FCDO.
51. Safeguarding risks should be included in the risk matrix that the Supplier(s) develops. As part of the Supplier(s)'s role in monitoring of projects, the Supplier(s) should report to FCDO any safeguarding issues it becomes aware of during the implementation of projects by the Government of Bangladesh and other stakeholders.

## Duty of Care

52. FCDO or British High Commission Dhaka will not take responsibility of personal security and well-being of the Supplier or the downstream partners. The Supplier will be responsible for Duty of Care of the staff contracted on the programme.
53. Regarding information security, the Supplier is responsible for not sharing sensitive information with any parties other than FCDO.
54. The Supplier is responsible for the safety and well-being of their personnel and third parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.
55. FCDO will share available information with the Supplier on security status and developments in country where appropriate.

## Working arrangements

56. The Supplier will be responsible for their own working space, including laptops, mobiles and other equipment. They will also be responsible for managing their travel and any local transportation and hotels as relevant.

## Conflict of Interest

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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57. Neither the Supplier nor any of the Supplier's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract. The Supplier and the Supplier's Personnel shall notify FCDO immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.
58. Documents produced from the supplier will be for FCDO and will be the property of FCDO. The sharing and usage policy will be at FCDO discretion.
59. Documents produced by the supplier as part of this contract are likely to be disclosed as part of the tender pack of any future FCDO contract(s) that relates to technical assistance to the Bangladesh Bank or Government of Bangladesh regarding the Bangladeshi financial system, in order to mitigate any perception that the supplier has an unfair competitive advantage in the competition(s) for the future contract(s). FCDO will endeavour to redact commercially sensitive information but ultimately sharing and usage policy will be at FCDO discretion.
60. Conflict of Interest assessments will be carried out as part of the tender for any future FCDO contract(s) that relates to technical assistance to the Bangladesh Bank or Government of Bangladesh regarding the Bangladeshi financial system. The supplier of this contract would be required to disclose their participation in this contract if they were to bid for any future FCDO contract(s) that relates to technical assistance to the Bangladesh Bank or Government of Bangladesh regarding the Bangladeshi financial system and address the risk of unfair competitive advantage. If the risk of unfair competitive advantage is not sufficiently mitigated, it could be grounds for exclusion from any future FCDO contract(s) that relates to technical assistance to the Bangladesh Bank or Government of Bangladesh regarding the Bangladeshi financial system. The supplier of this contract should consider putting controls in place for this contract that might mitigate this future risk, but doing so will not guarantee that they will pass any future Conflict of Interest assessment.

## Social Value consideration

61. In addition to core deliverables, the supplier is required to include within their technical proposal a contribution to the theme of social value and related reporting metrics and targets for measuring this contribution. There should be a minimum of one social value theme covered, with related reporting metric/s. Themes and examples of metrics are within the 'Social Value Model' model found in the link. (<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>).
62. FCDO require commitments with substantial impact and ambition, supported by a credible track record of delivery and appropriate plans/methods/resources to support delivery. Social Value targets need to be specific and measurable (linked to robust indicators).

## General Data Protection Regulations (GDPR)



Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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63. Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Joint Schedule 11 (Processing Data) of the contract. Annex 1 of Joint Schedule 11 will be updated periodically to more accurately reflect the intended processing of personal data and in particular to reference scenarios where the Supplier may process personal data as a data processor.

## **Appendix – EME for Bangladesh Central Bank Technical Assistance**

64. Please refer to Appendix for the slides presented at the Early Market Engagement event for this call-down contract.

65. Please note that this information is provided for transparency purposes and does not form part of the Specification.

**Call-Off Schedule 21 (Security)****Call-Off Schedule 21 (Security Policy)****SECURITY REQUIREMENTS**

The Supplier shall comply, and shall procure that the Supplier Personnel comply, with the Security Policy and any security plan requested by FCDO, and the Supplier shall ensure that the security plan produced by the Supplier fully complies with the Security Policy.

“Security Policy” means HMG’s security policy, as updated periodically by the Cabinet Office, which can be accessed at <https://www.gov.uk/government/collections/government-security> , or as notified to the Supplier from time to time.

The Supplier shall ensure that it keeps up to date with the latest version of the Security Policy.

If the Supplier believes that a change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a variation in accordance with the contract’s Variation clauses. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in discussion with the FCDO Contract Officer.

Until and/or unless a change to the Charges is agreed by FCDO the Supplier shall continue to perform the Services in accordance with its obligations and for the Charges applicable prior to any change request.

**MALICIOUS SOFTWARE**

The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.

Notwithstanding the previous sentence if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of FCDO Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

Any cost arising out of the actions of the Parties taken in compliance with the provisions of the previous sentence shall be borne by the Parties as follows: by the Supplier where the Malicious Software originates from the Supplier Software, the Third Party Software or the FCDO Data (whilst the FCDO Data was under the control of the Supplier); and by FCDO if the Malicious Software originates from the

**Call-Off Schedule 21 (Security)**

FCDO Software or the FCDO Data (whilst FCDO Data was under the control of FCDO).