

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: **Palladium**

Framework Agreement for: **Wealth Creation Framework Agreement**

Framework Agreement Purchase Order Number: **PO 5929**

Call-down Contract For: **Re-design and implementation of the Market Development Component for Zimbabwe Livelihoods and Food Security Programme (LFSP) Phase 2**

Contract Purchase Order Number: **PO 8352**

I refer to the following:

1. The above-mentioned Framework Agreement dated; **23 January 2013**
2. Your proposal of; **4 October 2018 and subsequent clarifications of 12 November 2018 and 19 November 2018.**

and I confirm that DFID requires you to provide the Services (Annex A), under the Terms and Conditions of the Framework Agreement which shall apply to this Call-down Contract as if expressly incorporated herein.

**1. Commencement and Duration of the Services**

- 1.1 The Supplier shall start the Services no later than **1 January 2019** ("the Start Date") and the Services shall be completed by **28 February 2021** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

**2. Recipient**

- 2.1 DFID requires the Supplier to provide the Services to DFID Zimbabwe, ("the Recipient").

**3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not, exceed £ 4,255,523 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B. **OR**

When Payments shall be made on a 'Milestone Payment Basis' the following Clause shall apply.

**Milestone Payment Basis**

Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At

each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of DFID.

When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to this clause are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

#### **4. DFID Officials**

##### **4.1 The Project Officer is:**

**REDACTED**

DFID Zimbabwe

**REDACTED**

##### **4.2 The Contract Officer is:**

**REDACTED**

Procurement and Commercial Department

**REDACTED**

#### **5. Key Personnel**

##### **5.1 The following of the Supplier's Personnel cannot be substituted by the Supplier without DFID's prior written consent:**

All personnel identified within the Technical and Commercial Proposals cannot be substituted by the Supplier without DFID's prior consent. The substitute's qualifications and expertise should match that of the key personnel being replaced and DFID will require copies of CV's for each proposed substitute.

#### **6. Sub – contractors**

##### **6.1 The following sub – contractors cannot be substituted by the Supplier without DFID's prior written consent;**

Agricultural Partnerships Trust

GRM Zimbabwe

Livelihoods and Food Security Programme (LFSP) Zimbabwe

#### **7. DFID Supply Partner Code of Conduct**

The Supplier and their sub – contractors shall perform all its obligations under this Contract with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts and in accordance with DFID's Supply Partner Code of Conduct (Appendix B).

#### **6. Reports**

- 6.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

## 7. Duty of Care

All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call-down Contract will come under the duty of care of the Supplier:

- I. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
- II. The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified DFID in respect of:
  - II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
  - II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
- III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- V. Where DFID is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

## 7. PROTECTION OF PERSONAL DATA

- 7.1.1 The Parties acknowledge that the factual activity carried out by each of them in relation to their obligations under this Framework Agreement and/or any Call Down contract will determine the status of each Party under the Data Protection Legislation. A Party may act as "Joint Controller" or a "Controller" or a "Processor" of certain Personal Data under this Contract. The Parties shall detail the envisaged status in Appendix A of the Terms of Reference (at Section 4 Appendix A, Annex A of the contract) and update it where appropriate.
- 7.1.2 Where a Party is Processing on behalf of the other Party who is the Controller
- 7.1.2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, DFID is the Controller and the Supplier is the Processor unless otherwise specified in Appendix A of the Terms of Reference (at Section a Appendix A, Annex A of the Call Down contract). The only processing that the Processor is authorised to do is listed in Appendix A of the Terms of Reference by the Controller and may not be determined by the Processor.
- 7.1.2.2 The Processor shall notify the Controller immediately if it considers that any of Controller's

instructions infringe the Data Protection Legislation.

7.1.2.3 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 operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the services.
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

7.1.2.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with the Appendix A referred to in Clause 1.2.1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, 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:
  - a. nature of the data to be protected;
  - b. harm that might result from a Data Loss Event;
  - c. state of technological development; and
  - d. cost of implementing any measures;
- (c) ensure that:
  - I. the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Appendix A referred to in Clause 7.1.2.1);
  - II. 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:
    - a. are aware of and comply with the Processor's duties under this clause;
    - b. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - c. 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 this Agreement; and
    - d. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- a. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - b. the Data Subject has enforceable rights and effective legal remedies;
  - c. 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
  - d. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (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 Agreement unless the Processor is required by Law to retain the Personal Data.

7.1.2.5 Subject to clause 7.1.2.6, the Processor shall notify the Controller without due delay and in any event within 48 hours if 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 this Agreement;
- 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 Data Loss Event.

7.1.2.6 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.2.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly 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 the Controller to 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 Data Loss Event;
- 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.

7.1.2.7 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. 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 GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- c. the Controller determines that the processing is likely to result in a risk to the rights and

freedoms of Data Subjects.

- 7.1.2.8 Where the Supplier is the Processor it shall allow for audits of its Data Processing activity by the DFID or its DFID's designated auditor.
- 7.1.2.9 Each party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 7.1.2.10 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- a. notify the Controller in writing of the intended Sub-processor and processing;
  - b. obtain the written consent of the Controller;
  - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
  - d. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 7.1.2.11 The Processor shall remain fully liable for all acts or omissions of any Sub-processor
- 7.1.2.12 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause 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 this Agreement
- 7.1.2.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. DFID may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 7.1.3 Where the Parties both Control Personal Data Independently
- 7.1.3.1 With respect to Personal Data which a Party acts as Controller but which is not under the Joint Control (because the Parties determine the means and purposes of processing Personal Data independently of each other) each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller and with this Clause 7.1.3.
- 7.1.3.2 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 33(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
- 7.1.3.3 Each Party shall promptly (and without undue delay) notify the other Party if in relation to any Personal Data processed by it as independent Controller in the performance of its obligations or the exercise of its rights under this Legal Services Contract if:
- (a) it receives a complaint, notice or communication which relates to either Party's actual or alleged non-compliance with the Data Protection Legislation; or

(b) it becomes aware of a Personal Data Breach; and shall provide the other Party with such assistance and cooperation as is reasonably requested by the other Party in order to address and resolve the complaint, notice, communication or Personal Data Breach.

7.1.3.4 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “Claim Losses”): the Party responsible for the relevant breach shall be responsible for the Claim Losses.

7.1.3.5 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 appropriate for them to retain such Personal Data under applicable Data Protection Law 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 the purposes of complying with Law or as otherwise required by this Contract), and taking all further actions as may be necessary or desirable to ensure its compliance with Data Protection Law Legislation and its privacy policy

7.1.4 Where the Parties both Controllers of Personal Data Jointly

7.1.4.1 Where the Parties jointly determine the purposes of means of processing Personal Data in accordance with GDPR Article 26, the Parties shall identify the applicable Personal Data under Joint Control in Appendix A and the Parties shall enter into a Joint Controller Agreement based on the terms outlined in Appendix B in replacement of Clause 7 which shall not apply for any such the Personal Data under Joint Control.

## **8. Safeguarding**

8.1 For the purposes of this Clause 8, “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 DFID and the Appropriate Authorities (where relevant) of any such incidents;



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

- 8.2 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.
- 8.3 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 Clause 50.1.
- 8.4 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 DFID, including DFID’s Counter Fraud Section at [reportingconcerns@dfid.gov.uk](mailto:reportingconcerns@dfid.gov.uk) or +44 (0)1355 843747, and where necessary, the Appropriate Authorities.
- 8.5 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 DFID as soon as is reasonably practicable
- 8.6 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.
- 8.7 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 DFID 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 DFID for additional vetting to be undertaken.
- 8.8 Failure by the Supplier to:
- 8.8.1 put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or
- 8.8.2 fully investigate allegations of Serious Misconduct; or



- 8.8.3 report any complaints to DFID and where appropriate, the relevant authorities (including law enforcement)

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

## **9. Financial Distress**

- 9.1 The Supplier acknowledges and agrees that the financial stability and solvency of the Supplier and its key Sub-Contractors is critical to the successful delivery of the Services and that any deterioration or potential deterioration of their financial position may have an adverse effect on the performance of the Contract. The Supplier shall monitor its own financial standing and that of its key Sub-Contractors on a regular basis throughout the term using a Financial Monitoring Plan and shall report on this to DFID.
- 9.2 The Financial Monitoring Plan shall be designed by the Supplier to ensure that DFID has an early and clear warning indicator of any financial distress of the Supplier and key Sub-Contractors which may affect the Services; such design to be proportionate for the circumstances; taking into account the nature of the Services and the identity of the suppliers.
- 9.3 Except where DFID has agreed otherwise, the Supplier shall within four (4) weeks of the Commencement Date, prepare and submit via the Project Officer for Approval by DFID, a Financial Monitoring Plan which shall set out the Supplier's proposals for the monitoring and reporting of its financial stability, and the financial stability of its key Sub-Contractors to DFID on a regular basis throughout the Term.
- 9.4 The Financial Monitoring Plan may include (but shall not be limited to):
- 9.4.1 A summary of the Supplier's and key Sub-Contractors' financial positions at the date of submission of the Financial Distress Plan and on a regular basis thereafter to DFID (including credit ratings, financial ratios, details of current liabilities, value of marketable securities, cash in hand and bank, account receivables etc.);
- 9.4.2 An objective means of measuring the Supplier and key Sub-Contractor's financial standing on a regular basis throughout the Term against historical financial standing to show trend (including use of credit ratings, financial ratios and/or other financial indicators);
- 9.4.3 The Supplier's proposals for reporting financial standing to DFID (including the template reporting forms which the Supplier intends to use);
- 9.4.4 The frequency of monitoring and reporting activity;
- 9.4.5 Provision of reporting lines for the supply chain to notify DFID of incidents of non-payment of valid and undisputed invoices;
- 9.4.6 Any other provisions which in the reasonable opinion of the Supplier may be required by DFID to assess current financial standing of the Supplier and key Sub-Contractors and which enable quick and easy assessment of any movement in financial standing.
- 9.5 The Supplier shall make any reasonable amendments to the Financial Monitoring Plan as may be requested by DFID and shall resubmit it for Approval. If Approved by DFID, the Supplier shall promptly implement the Financial Monitoring Plan throughout the Term.

- 9.6 In addition to its obligations under the Financial Monitoring Plan, the Supplier shall promptly notify DFID in writing if any of the following “Financial Distress Events” occurs in respect of the Supplier or a key Sub-Contractor:
- 9.6.1 there is a material deterioration of its financial standing;
  - 9.6.2 the appointment of an administrator or receiver;
  - 9.6.3 late filing of statutory accounts with Companies House;
  - 9.6.4 it issues a profits warning or other similar public announcement about a deterioration in its finances or prospects;
  - 9.6.5 it is being publicly investigated for improper financial accounting and reporting, fraud or any other financial impropriety;
  - 9.6.6 it commits a material breach of covenant to its lenders;
  - 9.6.7 a key Sub-Contractor not being paid any sums properly due under a specified invoice that is not subject to a genuine dispute;
  - 9.6.8 it is subject to any claims, litigation, investigations, actions or decisions in respect of financial indebtedness.
- 9.7 In the event of a Financial Distress Event occurring, then the Supplier shall and shall procure that any affected key Sub-Contractor shall, as soon as reasonably practicable review the effect of the Financial Distress Event on the continued performance of the Services under this Contract and provide a report to DFID. Where DFID reasonably believes that the Financial Distress Event is likely to adversely impact on the performance of the Services, the Supplier shall submit to DFID for Approval a Financial Distress Service Continuity Plan as soon as is reasonably practicable and shall provide any further financial information as DFID may reasonably require to assess financial standing and risks.
- 9.8 If DFID acting reasonably considers that the Financial Distress Service Continuity Plan is insufficient to remedy the effects of the Financial Distress Event on the Service, then it may require the Supplier (and/or key Sub-Contractor) to redraft and resubmit an improved and updated plan or may require the issue to be escalated via the Dispute Resolution Procedure.
- 9.9 If DFID Approves the Financial Distress Service Continuity Plan, then the Supplier shall execute and continue to review the plan (with submissions to DFID for Approval where it is updated).
- 9.10 Where the Parties agree that the Financial Distress Event no longer adversely affects the delivery of the Services, the Supplier shall be relieved of its obligations in respect of the current Financial Distress Service Continuity Plan.
- 9.11 DFID shall be entitled to terminate this Contract for material Default if:
- 9.11.1 The Supplier fails to notify DFID of a Financial Distress Event in accordance with Clause 9.6;
  - 9.11.2 DFID and the Supplier fail to agree a Financial Distress Service Continuity Plan or any updates to a plan within a reasonable timescale (taking into account the effects of the Financial Distress Event on the Services);

9.11.3 The Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan or any updates to the plan.

## **10. Call-down Contract Signature**

10.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within 15 working days of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.

### **Additional definitions.**

**“Appropriate Authorities”** means any and/or all of (as may be relevant under the circumstances) the UK government bodies and/or government bodies/agencies in the territory where Serious Misconduct may have or is suspected of having taken place, which have responsibility for safeguarding, recording, investigating, enforcing and/or determining allegations of Serious Misconduct and which may include (but shall not be limited to), the DFID, the National Crime Agency, UK Police force, local territory police forces, and social services

**“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer”** take the meaning given in the GDPR.

**“Data Protection Legislation”** (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

**“Data Protection Impact Assessment”**: an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data.

**“Data Loss Event”**: any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

**“Data Subject Access Request”**: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**“DPA 2018”** : Data Protection Act 2018

**“GDPR”** the General Data Protection Regulation (*Regulation (EU) 2016/679*).

**“Joint Control”** means Personal Data which under the Control of Joint Controllers in accordance with GDPR Article 26;

**“Processor Personnel”** means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement and/or call down contract

**“Sexual Abuse”** means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions, and all sexual activity with someone under the age of 18, regardless of local age of majority or consent under the laws of the territory in which it takes place and regardless of any mistaken belief (by the relevant individual) as to the age of a child;

**“Sexual Exploitation”** means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes. Includes profiting monetarily, socially, or politically from sexual exploitation of another;

**“Sexual Harassment”** means unwelcome sexual advances (also but not exclusively without touching). It includes requests for sexual favours, or other verbal or physical behaviour of a sexual nature, which may create a hostile or offensive environment.

**“Sub-processor”**: any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement.

**“Supplier Provider”** means persons engaged and/or controlled by or on behalf of the Supplier pursuant to any activities undertaken by the Supplier under this Agreement.

For and on behalf of  
The Secretary of State for  
International Development

Name:

Position:

Signature:

Date:

For and on behalf of

Name:

[

Position:

Signature:

Date:

APPENDIX B



## DFID Supply Partner Code of Conduct

### Principles

DFID 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 DFID priorities<sup>1</sup>
- ✓ Demonstrate commitment to wider HMG priorities<sup>2</sup>

### DFID Supply Partner responsibilities

Supply Partners and their subcontractors (delivery chain partners) should ensure they have read and understood the Code and their required compliance level and seek clarification from DFID 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 DFID 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 DFID with a value of less than £5m;

<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>

**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 DFID'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 DFID direct and delivery chain Supply Partners in receipt of funding. DFID 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 DFID 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.

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. DFID 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 DFID 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 DFID at any time.

## 2. Ethical Behaviour

Key Performance Indicators KPI 2 a- f

DFID 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 DFID, 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
- b) who engage with i) frontline DFID 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 DFID 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 DFID 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 DFID funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the DFID Counter Fraud and Whistleblowing Unit (CFWU) at [reportingconcerns@dfid.gov.uk](mailto:reportingconcerns@dfid.gov.uk) or on +44(0)1355 843747.

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

Key Performance Indicators KPI 3 a – f

DFID 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 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.



DFID 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 DFID'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 DFID ethical behaviour standards are embedded and maintained.

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

- ✓ Provide assurance to DFID that the policies and practices of their delivery chain Supply Partners and affiliates comply with the Code;
- ✓ Maintaining and sharing with DFID up-to-date and accurate records of all downstream partners in receipt of DFID funds and/or DFID 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 DFID 'reporting concerns' mail box<sup>3</sup> found on DFID's external website and of the circumstances in which this should be used;
- ✓ Publication of DFID 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.

#### **4. Environmental issues**

##### **Key Performance Indicators KPI 4 a – b**

DFID Supply Partners must be committed to high environmental standards, recognising that DFID's 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 DFID.

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

- ✓ Formal environmental safeguard policies in place;
- ✓ Publication of environmental performance reports on a regular basis

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

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

- ✓ 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

DFID 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.

DFID 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 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
- ✓ DFID 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 DFID 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 DFID 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 DFID'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 DFID. 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. DFID will expect a particular

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

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

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

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:**

- ✓ 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>

## Annex 1a

### Compliance KPIs and contractual checking mechanisms - DFID 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 DFID.

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, DFID 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 DFID during Contract mobilisation.

Contract Checks and Compliance KPIs		KPI target	Specific Contractual link	Checking mechanism
i.	Declaration of acceptance of the DFID Supply Partner Code of Conduct	Annual declaration submitted by contracted Supply Partner on behalf of delivery chain	Contract Terms and Conditions Clause 5.1 and Clause 7.7	Declaration of acceptance at the applicable level of compliance with each of the 6 sections received
	ii. Declaration of sign up to the UN Global Compact	Annual declaration submitted by the direct Supply Partner	Standard Selection Questionnaire (SSQ)	Declaration of applicable sign up / application received
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)	Terms and Conditions Clauses 13, 14 & 15	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	Updated	Contract T&Cs Clauses 15 & 20	Compliance checks  Annual contract

c)	tender submittal	documentation submitted once annually	Terms of Reference	review/programme management Compliance checks
	2. by timely identification and resolution of issues			
	3. ensuring lessons learned are shared		Terms of Reference	Annual contract review/programme management Compliance checks
	<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	Terms and Conditions Clauses 15, 23 & 24  Terms of reference	Annual return  Compliance checks
2.	<b><u>Ethical Behaviour</u></b>			
a)	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	Terms and Conditions Clauses 6, 51 & 54	Annual return Compliance checks
b)	Ongoing conflict of interest, mitigation and management	As 2a. above	Terms and conditions Clause 54	Annual return Compliance checks
c)	Refresher ethical training and staff updates (including disclosure restrictions on DFID confidential information)	Copy of training logs provided Delivery in accordance with training programme in place	Terms and conditions Clause 6, 29, 51 & 54	Annual return Compliance checks
d)	A workforce whistleblowing policy	Continuous workforce awareness maintained Policy in place	Terms and Conditions Clause 48	Annual return Compliance checks

e)	1. Procedures setting out how, staff involved in DFID funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the Counter Fraud and Whistleblowing Unit (CFWU) at <a href="mailto:reportingconcerns@dfid.gov.uk">reportingconcerns@dfid.gov.uk</a> or on +44(0)1355 843747	Continuous awareness maintained  Procedure in place	Terms and Conditions Clauses 6, 48 & 54	Annual return Compliance checks
	2. Employees working on DFID Contracts fully aware of the DFID external website reporting concerns mailbox	Continuous awareness maintained	Terms and Conditions Clause 48	Annual return Compliance checks
f)	Declarations of direct or subcontractor staff members proposed to work on DFID funded business if employed by DFID or the Crown in the preceding two years  Supply Partners and their subcontractors must provide proof of compliance with the HMG approval requirements under the <a href="#">business appointment rules</a>	Details submitted as applicable	Terms and Conditions Clause 48  <a href="#">HMG business appointment rules</a>	Annual return Compliance checks  Contract management
3.	<b><u>Transparency and Delivery Chain Management</u></b>	Updated documentation submitted once annually	Contract Terms and Conditions Clause 28	Tender evaluation  Periodic spot checks Compliance checks
a)	IATI compliance for Supply Partner and their delivery chain Supply Partners			
b)				
c)	Up to date and accurate records of all delivery chain Supply Partners	Updated documentation submitted in accordance with Clause 26.7	Contract Terms & conditions Clause 9 & 28 Tender submittal – delivery chain	Annual return Compliance checks Contract management
d)	Policies and practices for the management of delivery chain partners and affiliates aligned to the DFID Supply Partner Code of Conduct	Updated documentation submitted annually	Contract Terms & conditions Clause 7	Contract management processes Periodic spot checks Compliance checks
e)	Tax evasion, bribery, corruption and fraud -statements of assurance provided	Updated documentation submitted once annually	Contract Terms and Conditions 23 & 24	Periodic and annual return spot checks Compliance checks

f)	All delivery chain partner employees working on DFID Contracts fully aware of the DFID reporting concerns mailbox	Updated documentation submitted once annually	Contract Terms & Conditions Clause 48	Periodic and annual return spot checks
	HMG prompt payment policy adhered to by all delivery chain partners	Updated documentation submitted once annually	Contract Terms & conditions 7	HMG spot checks Compliance checks Annual return
4.	<b><u>Environmental Issues</u></b>			
a)	1.Steps in place to identify environmental risks (e.g. by maintaining a risk register) Ensuring legislative requirements are being met  2. Formal context specific environmental safeguarding policies in place to ensure legislative requirements are being met	Updated documentation submitted once annually	Contract Terms & Conditions Clause 53 and ToRs	Contract management  Periodic and annual return spot checks Compliance checks
b)	Published annual environmental performance reports	Updated documentation submitted once annually	Contracts ToRs	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	Standard Selection Questionnaire (SSQ)	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	Standard Selection Questionnaire (SSQ)	Annual return Compliance checks
c)				
d)	Data managed in accordance with DFID Security Policy and systems in accordance with the HMG Cyber Essentials Scheme	Updated documentation submitted if changes identified since tender submittal	Contract T&Cs Clause 32 & 33	Compliance checks



	Best practice global Principles for Digital Development in place	Updated documentation submitted if changes identified since tender submittal	Terms of reference (TORs)	Annual contract review Compliance checks
<b>6.</b>	<b><u>Safeguarding, Social Responsibility and Human Rights</u></b>			
<b>a)</b>	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	Standard Selection Questionnaire	Tender evaluation  Annual return Compliance checks
<b>b)</b>	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 DFID funded work. Robust procedures for the reporting of suspected misconduct, illegal acts or failures to investigate in place	Updated documentation submitted once annually	Contract T&Cs Clause 50	Tender evaluation, Compliance checks
<b>c)</b>	Recognition of the ILO standards  Membership of Ethical Trading Initiative (ETI)	Membership number		Compliance checks
<b>d)</b>	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  2. Number and details of any organisational safeguarding allegations reported	Updated documentation submitted annually  Updated documentation submitted if and when changes identified since tender submittal	Contract T&Cs Clause 50	Annual return  Compliance checks  Annual checks Compliance checks  Tender evaluation

	3.Level of commitment in relation to the Contract evident in delivery practices in line with the workplace and community guidance provided in the DFID Supply Partner Code of Conduct Annex 2	Updated documentation submitted annually		Compliance checks
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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 DFID 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 DFID 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 DFID with a value of less than £5m.

#### **Compliance Level 3**

Supply Partners with an individual contract value or component of a contract funded by DFID 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.

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	X	X			
	2. timely identification and resolution of issues	X	X			
	3. ensuring lessons learned are shared	X	O			
<b>c)</b>	<b><u>Tax Declaration (HMRC format)</u></b>					
	Comply with all tax requirements	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 DFID funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the Counter Fraud and Whistleblowing Unit (CFWU) at <a href="mailto:reportingconcerns@dfid.gov.uk">reportingconcerns@dfid.gov.uk</a> or on +44(0)1355 843747	X	X			
<b>f)</b>	HMG Business appointment rules followed - Conflict of Interest(COI) declarations made for direct or delivery chain staff members proposed to work on DFID funded business if employed by DFID or the Crown in the preceding two years.	X	X			
<b>3.</b>	<b><u>Transparency and Delivery Chain Management</u></b>					
<b>a)</b>	Supply Partner and delivery chain partners IATI compliant	X	O			
<b>b)</b>	Provision of up to date and accurate records of all delivery chain Supply Partners provided within the required frequencies, including annual contractual spend on SME's, women owned businesses and modern apprenticeships in place	X	O			
<b>c)</b>	Verification that policies and practices for the management of delivery chain Supply Partners are aligned to the DFID Supply Partner Code of Conduct i.e. by demonstrating delivery chain governance arrangements in place	X	O			
<b>d)</b>	Assurance there has been no change to					

	previous statements provided in relation to tax evasion, bribery, corruption and fraud	X	X			
e)	Confirmation that all delivery chain Supply Partners' employees working on DFID Contracts are fully aware of the DFID external website reporting concerns mailbox	X	X			
f)	Confirmation of adherence to HMG prompt payment policy with all their delivery chain Supply Partners	X	O			
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	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 financing	X	X			
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 DFID 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			
b)	Organisational procedures in place directly, and within the delivery chain: <ul style="list-style-type: none"> <li>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</li> </ul>	X	X			

c)	any activities relating to DFID funded work • 2.For reporting suspected misconduct, illegal acts or failures to investigate actual attempted or threatened sexual exploitation or abuse	X	X			
	Current membership of UN Global Compact	X	O			
	Current membership of ETI	O	O			
d)	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&2 demonstrating an appropriate level of commitment in relation to the Contract	X	O			
	2.Numbers and details of organisational safeguarding allegations reported	X	X			
	3. Examples of delivery practice that demonstrate commitments in line with workplace and community in line with UN Global Compact Principles 1 & 2 (Annex 2)	X	O			

## 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



**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

## Section 4 Annex A

### Terms of Reference PO 8352

#### Re-design and implementation of the Market Development Component for Zimbabwe Livelihoods and Food Security Programme (LFSP) Phase 2

The UK Department for International Development (DFID) is seeking to contract a Service Provider (SP) to re-design, implement, monitor and evaluate phase 2 of the Market Development (MD) component of the Livelihoods and Food Security Programme (LFSP) in Zimbabwe.

#### **1. Background**

In August 2013, DFID launched the £46.735m Livelihoods and Food Security Programme (LFSP) with the broad aim of contributing to 'Increased incomes and reduced poverty in Zimbabwe'. LFSP targets smallholder women and men farmers in eight diverse agro-ecological districts of Northern, Central and Eastern Zimbabwe under three components:

- The Agricultural Productivity and Nutrition component (APN), managed by the Food and Agriculture Organisation of the United Nations (FAO) and which commenced in December 2013. DFID and the FAO signed a Memorandum of Understanding in support of the LFSP and availed to date £32.9m for the implementation of the APN component starting in December 2013 with a subsequent extension granted to December 2020.
- The Market Development component (MD), managed by Palladium and which commenced in August 2014. The MD operations which initially scheduled to conclude at the end of May 2017 ended in July 2018.
- The Monitoring, Reporting and Evaluation (MR&E) component implemented by Coffey International started February 2015 and ended December 2018.

Additional information on the programme design and performance to date can be found in the business case and annual reviews can be obtained from [here](#) and other programme reports can be obtained from the LFSP website [www.lfspzim.com](http://www.lfspzim.com).

When programme implementation started in 2014, the economy was slowly recovering, but agricultural productivity remained low and smallholder farmers continued to be delinked from markets to buy inputs and sell their products. The various forms of support and subsidies (food, seeds and fertiliser handouts) to the poor and vulnerable in Zimbabwe had created dependency. The LFSP took a long-term approach, tackling the multiple needs of farmers (knowledge and access to finance and markets) to achieve sustained income increases for smallholder farmers.

Following the approval of a Business Case addendum, the programme has been officially extended from July 2018 to March 2021. The outcome of this phase 2 LFSP is 'Improved food and nutrition security of 200,000 households (approximately 1,000,000 people) in at least ten targeted districts'. Targeted households will increase by 58,853 from 141,147 reached to date.

LFSP Phase 2 is designed to deliver the following results:



- Strengthen farming skills and knowledge for 250,000 farmers through further training on new and improved crop and livestock technologies (109,000 new farmers, including in new areas, and targeted, value-chain-specific training for the 141,147 existing farmers).
- Increase the number of farmers growing biofortified crops (maize, beans, and millet) by 172,000 new farmers to reach 200,000 farmers in the target districts. This contributes directly to the UK commitment of improving availability of and access to diverse nutritious foods.
- Increase by 20,000 new individual farmers to reach 42,000 farmers (some repeat loans) that access credit from financial institutions in the programme districts.
- Increase by 1000 the number of farmer groups (including internal savings and lending groups/savings and credit cooperatives) accessing a variety of financial services (e.g. savings, loans, insurance) from 573 groups to 1,573 groups. These groups are important in ensuring sustainable access to finance by women especially after the programme has ended.
- Increase by 30,000 the smallholder farmers who have shifted from subsistence farming to a commercial approach to their farming. Farmers will be expected to meet minimum good farming practices, pay off loans and sell cash crops and any other marketable surpluses consistently to reliable and reputable buyers.
- Increase the total number to 50,000 farmers (from 18,300) who are either growing crops or rearing livestock under contract farming or who sell to buyers of their choice.
- Increase by 150,000 new people reached with nutrition behavioural change messages and training to a total of 250,000 people.

## **2. The Objective**

The purpose of this opportunity is to identify a SP with ability to re-design, implement and review the market development component of the LFSP Phase 2.

The SP will use a combination of innovative interventions, including the making markets work for poor (M4P) approach, see annex 1 for the programme Theory of Change. The interventions should include:

- Scope and understand existing market systems that are relevant to smallholder farmers in the target districts and the extent to which they are working to serve the needs of poor smallholder farmers - and where the market systems are failing this target group, take appropriate action to correct those failings;
- Promote sustainable systemic change by better alignment of key market functions and players with the incentives and capacity to work more effectively;
- Seek large scale impact through prioritizing interventions that benefit significant numbers of poor people; and
- Pursue a facilitative approach that will provide a catalytic role in the market without displacing and distorting current market functions or players.

## **3. The Recipient**

The main recipients of the services offered by this component are the smallholder farmers in the 10 programme districts<sup>1</sup>. While smallholder farmers will be the ultimate beneficiaries of the services

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<sup>1</sup> Mutasa, Mutare, Makoni, Guruve, Mt Darwin, Kwekwe, Gokwe South, and Shurugwi, New districts in the extension phase – Bindura and Gokwe North

provided, the SP will work with a range of market players and other stakeholders in the value chains for selected commodities and products.

#### **4. Scope of Work**

The primary focus of the component will be on the markets that are most active and relevant to smallholder farmers in the 10 targeted districts, although interventions pursued by this component may need to address broader systemic constraints beyond this geographic focus.

Attention should be focused on exploring:

- markets that have good growth potential and potential impact on nutrition such as vitamin-A, enhanced maize, sorghum, millet, wheat, soybeans, groundnuts, other beans and vegetables;
- input markets that are strategic in raising farm productivity through provision of fertilisers (including organic), seeds, livestock and veterinary health services, financial services, farm enterprise training, irrigation and mechanisation;
- markets with potential for raising off-farm incomes, especially for women such as tailoring, retailing;
- cross-sector services that facilitate trade from surplus to deficit areas, marketing of more nutritious food products and access to market information;
- post-harvest loss mitigation;
- innovative product aggregation and value addition;
- equitable, profitable and sustainable business models and partnership arrangements such as forms of productive alliances, member owned SMEs and extensions of the contract farming model that distribute risk among market actors in accordance with capacity;
- reviewing and building on or developing, as appropriate, digital platforms for connecting producer groups directly with markets – both national and international, learning from practices around the continent and beyond.

<b>1. Market Development and Innovation</b>	
a. Market Innovation Fund	<p>The markets component will operate a Market Innovation Fund (MIF). The fund will be designed to support the output side of agricultural productivity through enhanced market intelligence on value chains, contract farming, productive alliances and other forms of inclusive business partnerships, and underwriting certain innovation costs such as feasibility studies or business plans. The fund will also support partners that are willing to invest to address existing market challenges on a results-based funding arrangement. The fund would also consider funding for issues such as:</p> <ul style="list-style-type: none"> <li>• Expansion of supply networks that support smallholder farmers;</li> <li>• Aggregating outputs and linking smallholders to markets and deliver technical and marketing support;</li> <li>• Improving access to market information;</li> </ul>



	<ul style="list-style-type: none"> <li>• Financing other service providers that support core agricultural markets, including processors and machinery / equipment service providers; and</li> <li>• Review existing digital platforms for connecting producer groups directly with national and/or international markets and further develop as appropriate.</li> </ul>
b. Technical Assistance Fund	The technical assistance fund will support provision of technical and advisory services to Market Development grantees working with LFSP supported farmers in identified areas that will strengthen business performance and sustainability of the operations.
c. Market Development Facilitation	<ul style="list-style-type: none"> <li>• Rolling out and scaling up and out tested business models including tracking and measuring robustness;</li> <li>• Strengthening capacity of identified and supported market actors, including through expanding and strengthening producer associations;</li> <li>• Develop and strengthen linkages between supported businesses with financial service providers;</li> <li>• Facilitate and support crowding in of private sector investment to increase intensity within wards and expansion into new geographical areas and to increase number of people reached;</li> <li>• Strengthen local level market actors – to provide stability and consistency to markets through value addition or aggregation services and linking them with national level market actors;</li> <li>• Generate relevant evidence and package it appropriately to support on-going policy influencing work on the programme;</li> <li>• Build on work done in phase 1 to strengthen stakeholder engagement processes by building on platforms created to date.</li> </ul>
d. Interaction with APN Component	<p>This component will need to interact and collaborate in a significant way with the APN Component, which is managed by the FAO. Areas of likely interaction include:</p> <ul style="list-style-type: none"> <li>• Joint planning, monitoring and review;</li> <li>• Extension and advisory services;</li> <li>• Rural finance;</li> <li>• Nutrition including biofortification;</li> <li>• Deliberate promotion through business models, contracts and partnership agreements of sustainable, resilient and productive agricultural practices appropriate to the local agro-ecological / natural resource context and cultures;</li> <li>• Knowledge and evidence generation.</li> </ul>
<b>2. Communications and Outreach</b>	
a. Online presence	Contribute to maintenance and review of the LFSP website, social media and online materials through a digital strategy, ensuring compliance with DFID policy and practices.
b. Branding	Development of branding concept for the LFSP, including



	stationary, presentations / document templates, ensuring compliance with DFID policy.
c. Communications and Outreach Strategy	Contribute to development of communications and outreach strategy for the programme, working closely with the APN component. This will include e.g. publications, events, outreach, online materials etc. This will consider strategies for stakeholder groups including NGOs, multilaterals, donors and private sector. Work with DFID staff to implement as required. Monitor progress.
<b>3. Reporting, monitoring and evaluation</b>	
a. Monitoring and reporting	<p>Completion and updating of programme logframe.</p> <p>Monitoring and reporting strategy, including tools and indicators to be used across the programme.</p> <p>Monitoring and reporting progress against the logframe, including producing quarterly and annual reports and to feed into the DFID annual review and final programme evaluation. This will require collaboration with partners, including the FAO.</p>
b. M&E	Development and maintenance of the M&E strategy for the MD component, and running M&E process, feeding into the logframe, quarterly and annual reporting.
c. Independent audit and review	Supporting any independent audit and/or review processes that may be required.
<b>4. Financial Management</b>	
a. Budgeting, reporting and invoicing	<p>Annual budgets, with demonstrated cost efficiency and forecast accuracy.</p> <p>Quarterly financial reports using agreed template.</p> <p>Monthly invoices linked to performance and delivery of outputs / milestone payments.</p>
b. Fraud and corruption	Procedures and systems in place to minimise the risks of fraud, corruption and other downstream delivery risks.
c. Due diligence	Responsible for carrying out due diligence on subcontractors (including grant recipients).
<b>5. Risk Management, Gender, Inclusivity</b>	
a. Risk matrix, mitigation and tracking	<p>Risk matrix and mitigation strategy, to be reported against in quarterly reports (see financial above).</p> <p>Due diligence assessments for grantees / contractors.</p> <p>Ethics policy.</p>
b. Gender and inclusivity	Development and implementation of gender and inclusivity strategy for the component.

## **5. Methodology for the Markets Development Component**

In order to increase agricultural production, achieve economic growth in rural areas and reduce hunger and poverty, there is need for strong links between smallholder farmers and commercial markets. The objective of the market development component is to enhance and improve market linkages leading to a sustainable boost in agricultural productivity and an increase in household disposable incomes, thus strengthening food security.

The component will support farmers by first identifying the underlying causes of the non-performance of markets, such as the lack of know-how, production inputs, post-harvest facilities or opportunities to sell agricultural products. This would require the SP to work in close partnership with local actors including retailers, feed mills, food processors, seed companies, local level businesses and aggregators, financial service providers, mobile communications operators, government agricultural advisory staff, farmer organisations and others to invest in providing tailor made and lasting solutions for economic activities benefitting poor farmers.

The market development component is an integral part of the programme and will work hand-in-hand with the agricultural productivity and nutrition component. Amongst others, it will include actions to:

1. Identify and understand the reasons for market failures in key input and output markets for crops and other nutritious products;
2. Facilitate and catalyse stronger markets through innovations, linkages and reforms to enable poor people to raise incomes and access cheaper and more nutritious food;
3. Link B1 and B2 smallholder farmers<sup>2</sup> to markets in order to sell their surplus produce at competitive prices and realise income;
4. Link traders and processors to smallholder farmers who have surplus production; and
5. Facilitate contract farming, SME development and innovative productive partnership arrangements and address the constraints to such models for both producers and buyers.

The markets development component will not deliver direct subsidies to support smallholder farmers nor be engaged in directly providing goods such as seeds and fertiliser or services such as micro-finance. The component will facilitate trade and create an enabling business environment. The interventions should be sustainable through making the farmers and value chain participants more productive and profitable through market incentives. The component will enable market actors such as traders, processors and financing institutions to adapt and work with the new smallholder dominated market environment.

## **6. Outputs and Deliverables**

The service provider will be required to produce the following:

### **Project re-design and Inception**

- A project re-design Strategy within 3 months of signing the contract which is the inception phase. The design report should be a comprehensive document setting out how the Markets Development Component is designed to operate and deliver the markets needs of the LFSP programme. This should map out the implementation strategy, management arrangements and

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B1 farmers are poor households with some access to land and labour, typically involved in low-input/low productivity crop or livestock production - but who also depend in part on wage labouring for their livelihoods – who can be supported to increase their productivity to become more food secure. B2 farmers have greater access to land and labour, but are cash constrained and subject to shocks, who can increase productivity and links to markets and help drive economic growth.



monitoring and evaluation strategy. The M&E strategy should link explicitly with the overall LFSP M&E framework that works together with the APN component and independent final evaluation.

- DFID plans to contract a separate evaluation service provider to conduct the final project evaluation.
- The design report should also include information on:
  - How activities will be prioritised. The criteria for selection of activities will need to be defined and articulated. Analysis of both the growth potential and the poverty implications will need to be considered.
  - How to achieve an integrated approach with the APN component.
  - What evidence will the programme generate, how, and over what timeframe. To have maximum impact, evidence is required both on the ground and at the policy level.
- Project value for money strategy.

All the products of this project, including Implementing Partners, brand, financial and personal data, reports and other data, generated by the SP and its sub-contractors during the inception and implementation phase will be owned by DFID.

### **Project Implementation**

- An annual workplan and updated log frame for the remaining time of the 2 year programme extension with specific outputs, indicators, milestones and targets that build on the first phase of the programme. This should be updated on an annual basis following the annual reviews.
- Provide a detailed quarterly budget that is output based. All payments from DFID will be based on achievement of pre-agreed milestones or outputs. The tender documents should include proposed schedule of milestone payments aligned to those set out in section 4 of these terms of reference. The payments could be monthly. The milestones will be finalised with the winning bidder before signing the contract.
- Quarterly progress reports to DFID Zimbabwe, and an appropriate programme coordination forum. The reports should highlight implementation risks and risks on failure to deliver their expected outputs.
- On a monthly / quarterly basis the SP will report to and participate in the appropriate programme coordination forum meetings. The focus of this forum is to discuss implementation issues and monitoring of progress, agree forthcoming activities, assess risk and mitigation measures, and agree overarching strategic opportunities.
- Reports should incorporate as appropriate:
  - The quarterly and annual reports should have a risk assessment (fiduciary, political and operational) and adequate risk mitigation measures and safeguards
  - Assessment of specific gender and climate / environment benefits and risks. All data should be disaggregated by gender.
  - Value for Money assessment.

### **7. Payment by results**

Payments under this contract must be linked to performance and delivery of outputs. The SP will outline in the bid how this would work a payment plan that rewards strong performance and encourages risk sharing of non-delivery where appropriate.



A key final payment milestone will be based on an agreed date of completion of the project, and SP must have a series of milestone payments linked to the progress against key deliverables such as log frame outputs and outcomes and key process milestones.

## **8. Budget**

The total contract value will be up to £4,300,000. Payments will be made against monthly invoicing linked to satisfactory performance and delivery of outputs / milestones. No funds are currently available for a contract value increase.

Government Tax - Tenderers are responsible for establishing the status of this Requirement for the purpose of any government tax in the UK or Overseas. Any applicable taxes must be shown in Pro Forma 3. Tenderers must supply either, a statement confirming they have investigated the tax position and advising no tax is applicable OR, must provide a figure with justification at proforma 3 of the tax due under this contract.

## **9. Timeframe**

The SP is expected to be operational by 22 January 2019 and continue until 31 March 2021 subject to satisfactory performance. - The SP contract, may, at DFID's sole discretion, be extended by up to 12 months, subject to amongst others, DFID's satisfaction with the SP's performance of the contract and availability of funding.

## **10. Competency and Expertise**

The selected SP shall have the following skills, expertise and experience:

- a) Ability to design, deliver, monitor and evaluate market development / M4P programmes;
- b) A successful track record of implementing Market Development programme in support of economic growth and poverty reduction in Sub Saharan Africa;
- c) Ability to deploy experts who have a strong track record and commitment to poverty and gender equity issues, and have significant knowledge of the M4P approach;
- d) High quality personnel with national / international expertise and demonstrable experience of working within the region, Zimbabwe and with Government and local partner institutions;
- e) Ensure that location of the core implementing team is within Harare, Zimbabwe and this should be confirmed with DFID during the inception phase; and
- f) DFID Zimbabwe encourages collaboration with local organisations to maximise positive multiplier effects across the Zimbabwean economy and to increase the pool of local expertise. It is expected that the SP will award a number of sub-contracts to local consultancies, NGOs or academic organisations.

## **11. DFID Coordination**

The SP will report to DFID Zimbabwe Livelihoods Adviser.

## **12. Environmental and Social (E&S) Safeguards**

DFID works to embed environmental and social safeguards predominantly to ensure that our development and humanitarian interventions do no harm. They are also a key part of ensuring that



our outcomes are sustainable, that they provide good value for money and that protect the positive results and transformative impacts for poverty reduction and development that we aim to deliver.

DFID needs to understand the scope of safeguard risks that might need to be considered in a given project, to ensure that risks are identified properly analysed and mitigation measures in place, with clear oversight responsibility for example to safeguard those directly or indirectly involved as beneficiaries or community members of DFID interventions.

Further considerations of particular importance to managing the risk of doing unintended harm to people and / or the environment include (but are not limited to)): social and poverty impact, gender equality, resource scarcity and environmental vulnerability, climate change, institutional environment, the political economy, conflict and fragility.

DFID Suppliers are expected to demonstrate;

- **Top-level commitment:** evidence of top-level organisational commitment to implement E&S safeguards, enhance E&S outcomes, and seek continual improvement. This should ideally take the form of a written statement signed by senior management, shared publically.
- **Appropriate systems and processes:** robust policies and systems in place for identifying E&S risks, implementing E&S safeguards, and monitoring performance relevant to this programme or investment, including regular field supervision and spot-checks.  
This should include, where relevant, clear policy and strategy and robust processes and documents such as Environmental and Social Impact Assessments (ESIAs), [child] safeguarding policies, Environmental and Social Management Plans (ESMPs), Stakeholder Engagement Plans (SEPs), Resettlement Action Plans (RAPs), Occupational Health and Safety Management Plan (OHSMPs) documentation.
- **Adequate resources:** evidence on adequate financial, professional, and institutional resources in place to implement E&S safeguards, coordinate down-stream partner implementation of E&S safeguards, and seek continual improvement throughout the entire lifecycle of this programme or investment? This should include adequate staff with specialist training and experience (including high-risk issues such as HIV/AIDs, gender based violence, and child protection), and dedicated budgets.
- **Strong track record:** suitability to deliver DFID's contract requirements, including assessment of an organisation's past performances, financial stability and organisational principles and track record of implementing E&S safeguards on similar programming.



## 12. Duty of Care/Risk Assessment

### Country Risk Assessment

Theme	DFID Risk score
	<b>National</b>
OVERALL RATING <sup>3</sup>	3
FCO travel advice	1
Host nation travel advice	unknown
Transportation	3
Security	2
Civil unrest	2
Violence/crime	3
Terrorism	1
War	1
Hurricane	1
Earthquake	1
Flood	1
Medical Services	2
<b>Nature of Project/ Intervention</b>	<b>tbc</b>

1 Very Low risk	2 Low risk	3 Med risk	4 High risk	5 Very High risk
Low		Medium	High Risk	

<sup>3</sup> The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value.



### **Duty of care to suppliers**

- 1.1. The Service Provider is responsible for the safety and well-being of their Personnel (as defined in Section 2 of the Contract) and Third Parties affected by their activities under this contract, including appropriate security arrangements and third parties with whom the contractor has a contractual agreement. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.
- 1.2. The Service Provider is required to comply with the DFID Duty of Care to Suppliers Policy in delivery of this assignment.
- 1.3. DFID will share available information with the Service Provider on security status and developments in-country where appropriate.
- 1.4. The Service Provider has a duty of care and is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website and the Service Provider must ensure they (and their Personnel) are up to date with the latest position.
- 1.5. The Service Provider is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their Personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the Contract (such as working in dangerous, fragile and hostile environments etc.).
- 1.6. Tenderers must develop their Tender on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix developed by DFID. They must confirm in their Tender that:
  - They fully accept responsibility for Security and Duty of Care.
  - They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
  - They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.
- 1.7. If tenderers are unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, that Tender will be viewed as non-compliant and excluded from further evaluation.
- 1.8. Acceptance of responsibility must be supported with evidence of capability and DFID reserves the right to clarify any aspect of this evidence. In providing evidence Tenderers should consider the following questions:
  - (a) Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by DFID)?



- (b) Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident / comfortable that you can implement this effectively?
- (c) Have you ensured or will you ensure that your staff are appropriately trained (including specialist training where required) before they are deployed and will you ensure that on-going training is provided where necessary?
- (d) Have you an appropriate mechanism in place to monitor risk on a live / on-going basis (or will you put one in place if you are awarded the contract)?
- (e) Have you ensured or will you ensure that your staff are provided with and have access to suitable equipment and will you ensure that this is reviewed and provided on an on-going basis?
- (f) Have appropriate systems in place to manage an emergency / incident if one arises?

#### **GDPR Protection of Personal Data**

DFID and the Supplier acknowledge that for the purposes of the Data Protection Legislation, the status detailed in Appendix A: Schedule of Processing Personal Data Subjects will apply to personal data under this contract

## Appendix A: Schedule of Processing, Personal Data and Data Subjects

This schedule must be completed by the Parties in collaboration with each other before the processing of Personal Data under the Contract.

The completed schedule must be agreed formally as part of the contract with DFID and any changes to the content of this schedule must be agreed formally with DFID under a Contract Variation.

Description	Details
<b>Identity of the Controller and Processor for each Category of Data Subject</b>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:</p> <ol style="list-style-type: none"> <li>1) The Parties acknowledge that Clause 8.2 and 8.4 (Section 4 Appendix A of the contract) shall not apply for the purposes of the Data Protection Legislation as the <b>Parties are independent Controllers</b> in accordance with Clause 8.3 in respect of Personal Data necessary for the administration and / or fulfilment of this contract.</li> <li>2) For the avoidance of doubt the Supplier shall provide <b>anonymised data</b> sets for the purposes of reporting on this project and so DFID shall not be a Processor in respect of Personal Data necessary for the administration and / or fulfilment of this contract.</li> </ol>

## Annex 1

### Theory of Change-Livelihoods and Food Security Programme (LFSP)

