

## **CALLDOWN CONTRACT**

**Framework Agreement with: Oxford Policy Management Limited**

**Framework Agreement for: Global Evaluation Framework Agreement**

**Framework Agreement Purchase Order Number: 7448**

**Call-down Contract For: Monitoring and Evaluation of SUED**

**Contract Purchase Order Number: 8205**

I refer to the following:

1. The above mentioned Framework Agreement dated 12th September 2016
2. Your proposal of 13<sup>th</sup> February 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 15<sup>th</sup> November 2018 ("the Start Date") and the Services shall be completed by 7<sup>th</sup> June 2022 ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement. There is an option, at DFID's sole discretion, to extend the Contract beyond the End Date above for a further period of up to sixteen (16) months.

### **2. Recipient**

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

### **3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not exceed £2,082,022 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

When Payments shall be made on a 'Milestone Payment Basis' the following Clause 28.1 shall be substituted for Clause 28.1 of the Framework Agreement.

### **28. Milestone Payment Basis**

- 28.1 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 clause 28.1 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

4.2 The Contract Officer is:

REDACTED

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

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

REDACTED

#### **7. Sub-Contractors**

7.1 The following of the Supplier's sub-contractors cannot be substituted by the Supplier without DFID's prior written consent:

REDACTED

#### **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.

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

- 8.1 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.

## **9. Safeguarding**

- 9.1 The Supplier has committed to meeting DFID's Supply Partner Code of Conduct as attached at Appendix B Supply Partner Code of Conduct which includes Safeguarding, within six months of the start of this Contract.

## **10. General Data Protection Regulations (GDPR)**

- 10.1 Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Appendix A and the standard clause 33 in section 2 of the contract.

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

Name:

Position:

Signature:

Date:

For and on behalf of  
**Oxford Policy Management Limited**

Name:

Position:

Signature:

Date:

**Terms of Reference  
for a Monitoring and Evaluation (M&E)  
of**

**Sustainable Urban Economic Development Programme  
DFID Kenya**

**Thinking Beyond Nairobi:  
Developing Kenya's Emerging Towns into Strategic Green Growth Hubs**

**November 2017**

**1. Introduction**

The UK Department for International Development (DFID)'s mission is to help eradicate poverty in the world's poorest countries. In Kenya, DFID is working to strengthen peace and security, build resilience, promote prosperity and tackle extreme poverty. DFID Kenya comprises a Policy Coherence Unit as well 3 teams: Governance Team, Human & Social Development Team, and Sustainable Economic Development Team; and shares an Accountability & Results Team with DFID Somalia.

As part of DFID Kenya's Sustainable Economic Development portfolio, DFID Kenya has designed a Sustainable Urban Economic Development (SUED) Programme. Other DFID Kenya Sustainable Economic Development programmes include Market Access, Trade, Strengthening Adaptation & Resilience to Climate Change, Green-Mini Grids and Extractives, along with a Youth Employment programme which is under design.

SUED aims to support emerging urban centres in Kenya to put in place sustainable urban economic plans; improve the investment climate and draw in investment for key climate-resilient infrastructure and value chain projects. DFID will be focusing on fast growing towns situated on secondary economic growth corridors linked to Nairobi, Mombasa and Kisumu, and will start with 3 towns and expand to 6-10 towns in total once results have been proven. Specific towns will be selected based on criteria such as the town's level of commitment to the initiative, capacity and integrity of key champions, and synergies with other programmes that can be leveraged.

Urban economic development is an important area for the Government of Kenya – at both the national and county levels – and clearly features in Kenya's Vision 2030. There are a range of donor programmes supporting urbanization, such as the World Bank's Kenya Urban Support and Secondary Cities programme and Danida's Green Growth Programme. In accordance with the Paris Declaration on Aid Effectiveness, SUED will seek to coordinate effectively with the Government of Kenya, other donor

programmes, as well as relevant DFID regional initiatives, such as the DFID Infrastructure & Cities for Development programme.

## **2. Programme Overview**

The total programme size is £60m over 2018-22, with a potential of expanding to up to £70m for a further 3 years. The programme will be implemented by a:

- (1) Managing Agent providing programme management, technical oversight and coordination functions<sup>1</sup> for a group of firms/specialists comprising a:
  - a. urban economic planning firm,
  - b. investment climate firm,
  - c. investment firm, and
  - d. other capacity building specialists; and
- (2) Complementary strategic partner, such as the World Bank, to carry out connected business environment work at the national level.

(together the '**Implementers**')

The procurement of the Managing Agent and urban economic planning firm is currently underway by way of a separate ToR. The investment climate firm, investment firm and other capacity building specialists will be sub-contracted by the Managing Agent through calls for proposals issued during the programme. The complementary strategic partner has been contracted separately by DFID.

## **3. Purpose**

The purpose of this ToR is to hire an M&E firm with a strong analytical background to lead the M&E component of SUED over the next 5 years. SUED requires a rigorous approach to monitoring and evaluation to support programme learning and adaptation and to demonstrate that the project is achieving its outputs and objectives.

## **4. Programme Objectives and Outputs**

SUED is an entirely new programme and the 6 outcome level objectives<sup>2</sup> will be evidence of:

- (1) Substantial investment raised for key commercially bankable climate-resilient infrastructure and value chain projects, through which the components of the urban plans are realized,
- (2) Policy and legislative changes completed, and those changes shown to have enabled greater private sector led growth,
- (3) Well developed and tested capacity at the town level that will maintain key activities after the programme ends,

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<sup>1</sup> Including designing and advertising (and evaluating responses to) calls for proposals for selecting the investment climate firm, investment firm and capacity building specialists.

<sup>2</sup> The programme logframe will be updated at inception phase to cover these 5 outcome areas, along with the intended overall impact level poverty reduction objective.

- (4) Climate resilient jobs being created,
- (5) Rural areas being linked with larger markets that were previously difficult to reach, and
- (6) The towns being poised for climate-resilient and sustainable growth.

The 4 programme outputs will be evidence of:

- (1) Facilitation of increased public-private financing for commercially bankable climate-resilient infrastructure and value chain projects,
- (2) Town/county level business environment reforms,
- (3) Improved town/county level capacity to design and deliver market-driven urban economic plans, and
- (4) Generation, and substantive uptake, of knowledge and research on approaches to sustainable urban economic development.

## **5. Programme Timeframe**

Substantive programme activities will commence in September 2018 once the managing agent is contracted (although some activities will commence sooner under the strategic partnership). As the programme is intended to run until 2022 (which is beyond the UK Government's current spending review period), the programme will require further approval from Her Majesty's Treasury (HMT) once the inception phase is finished and before the implementation phase begins.

## **6. Programme Phases and Activities**

There are 4 phases<sup>3</sup>: It is envisaged that the Inception Phase (further broken down into phase 1 – 3 below) will take up to 12 months and that some activities will run concurrently.

- (1) Phase 1 (4 months) – selecting towns
- (2) Phase 2 (4 months) – for each town, developing urban economic plans
- (3) Phase 3 (4 months) – pursuant to the areas identified in the urban economic plans, selecting an investment firm, investment climate firm and capacity building specialists, and
- (4) Phase 4 (approximately 3.5 years) – putting the urban plans into practice.

## **7. M&E Component Objectives**

The objectives of the SUED M&E component are to determine whether the programme is successful in:

- (1) Raising substantial investment for key commercially bankable climate-resilient infrastructure and value chain projects set out in the urban economic plans,
- (2) Bringing about key policy and legislative changes which have enabled greater private sector led growth,
- (3) Developing and testing capacity at the town level that will be able to maintain key activities after the programme ends,

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<sup>3</sup> These phases apply to the private sector implementers, not to the complementary strategic partner, for example the World Bank, which would be supported in parallel.

- (4) Creating climate-resilient jobs,
- (5) Linking rural areas with larger markets that were previously difficult to reach,
- (6) Supporting the towns in achieving climate-resilient and sustainable growth, and

And, for the M&E firm to successfully influence key stakeholders by disseminating the knowledge and research generated in achieving the above on what works and doesn't work in bringing about sustainable urban economic development at the town/county level.

## **8. M&E Component Recipients / Beneficiaries**

The primary recipients of the M&E component are DFID and the implementers as ultimately the M&E work is about measuring the programme's progress and enabling the programme to respond to the M&E findings. Secondary recipients/beneficiaries include public stakeholders interested in what works and doesn't work in bringing about sustainable urban economic development at the town/county level, and the poor whose lives will be improved as a result of the improved effectiveness of the programme and other urban economic development programmes that have benefited from the findings.

## **9. Scope**

The scope of the M&E component will include monitoring, evaluating and learning aspects:

### Monitoring

The M&E firm will be required to develop and implement a M&E framework (aligned with International Climate Funds (ICF) reporting standards) which includes establishing baselines, defining definitions, setting up robust data collection systems which augment existing data collection efforts, designing beneficiary/participatory mechanisms and identifying any relevant case studies. There is some existing, fragmented, secondary data available, such as data contained within Kenya County Integrated Development Plans (CIDPs) as well as from the World Bank, UN Habitat and AfDB, though a significant amount of primary data collection will be needed.

### Evaluation

Using the OECD-DAC evaluation criteria as a guiding framework (this will be separate from the evaluation criteria used to assess tender submissions), indicative evaluation questions for the M&E firm to address are set out below. While these are not expected to change significantly, the M&E firm will have some ability to influence the questions (drawing on feedback from stakeholders) and the implementers may raise questions to explore too that will help improve their operations. It is envisaged that programme's Steering Committee will take final decisions on any proposed changes to the evaluation questions.

<b>OECD-DAC evaluation criteria</b>	<b>Indicative evaluation questions</b>
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Relevance	Is the programme an appropriate response to supporting emerging urban centres in Kenya to put in place sustainable climate-resilient urban economic plans, improve the investment climate and draw in investment? Does the programme address a real problem faced by the poor in Kenya? Are the programme activities and outputs consistent with the objectives?
Effectiveness	Are the programme outcomes likely to be delivered? What are the challenges (institutional, political, technical, etc) facing the implementers and strategic partner? Are the key underlying assumptions in the theory of change holding true and, if not, is the programme responding?
Efficiency	To what extent does the programme represent Value for Money (VfM) and are appropriate systems in place to secure and assess this? To what extent do the actions and processes taken by the implementers and strategic partner represent best practice to maximise economy, efficiency and effectiveness? How do the VfM indicators reported by the partners compare with those from similar programmes elsewhere?
Sustainability	What evidence is there to suggest that this programme can create transformational change? Is private sector investment being crowded in? Are the urban economic plans realistic and financially sustainable for the local authorities, and has the capacity of the local authorities increased?
Impact	What are the positive and negative, intended and unintended, changes produced by the programme? What specifically has happened as a result of the programme? What real difference have the activities made to the lives of the poor?

The M&E firm will also assess how cross-cutting issues such as gender, youth and conflict sensitivity (all of which have been identified as important to the DFID Kenya office) have been taken into account in the programme.

### Learning

The M&E firm will:

- (1) Develop programme Learning and Evidence Products: Quality assured knowledge/research products which address the evaluation questions and summarise monitoring findings that are underpinned by rigorous and systematic analytical approaches, and
- (2) Develop and implement a Dissemination Strategy: a detailed, feasible, dissemination strategy to ensure maximum exposure for the learning and evidence products, with a target audience as well as for broader public use. Only if helpful, and subject to agreement with the Steering Committee, this could include developing a knowledge platform to be housed within an institution to enhance sustainability and reach.

All monitoring, evaluation and learning aspects are important – though particular focus will be paid to evaluation aspects to determine whether or not the programme has succeeded in achieving its objectives.

## **10. Methodology**

The M&E firm shall propose a methodology which responds to and addresses the needs above. Both quantitative and qualitative approaches are required and bidders are encouraged to propose rigorous methodologies, for example, if possible selecting control and treatment groups so that a counterfactual can (to the extent possible) be established throughout the programme. Bidders should propose approaches for any sampling required, outline the level of field work envisaged and propose methodologies for triangulating/verifying data. Bidders are encouraged to utilize digital technologies where they might enhance the speed/quality of data collection and analysis. The programme will benefit from any real time adjustments that might be possible from data being collected and analysed through such means.

It is expected that the methodology may involve the M&E firm:

- (1) Undertaking a desk review of all relevant material/data,
- (2) Engaging widely with stakeholders including intended (and non-intended) beneficiaries and the strategic partner (e.g. World Bank),
- (3) Using real-time learning to update the programme's initial theory of change (see Annex 1), assumptions and logframe,
- (4) Collecting data through randomized trials<sup>4</sup>, statistically significant surveys and other rigorous M&E approaches,
- (5) Recommending to DFID – through regular reporting as well as in real-time – ways to better improve the programme's design/implementation, and
- (6) Capturing and sharing knowledge of lessons learnt and making recommendations for potential replication (or not) of activities in other towns and cities along key secondary economic corridors in Kenya.

For the avoidance of doubt, the M&E firm will be responsible for its own logistics and travel arrangements.

## **11. Deliverables**

The M&E firm will deliver to DFID:

- (1) An inception plan<sup>5</sup>
- (2) A logframe for the programme, setting out baselines, milestones and targets for achieving each of the programme outputs and objectives<sup>6</sup>

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<sup>4</sup> A short-list of the potentially most strategic towns has already been created and towns will not be selected on a random basis – however, the M&E firm should propose how best to use randomisation or quasi-experimental methods within this given context, possibly identifying counterfactuals/treatment/control groups at the sub-town level or any other alternative rigorous approaches.

<sup>5</sup> The timing of the inception plan will be coordinated with the programme Inception Report that will be delivered by the Management Agent in late 2018.

<sup>6</sup> These will be predominately delivered by the Managing Agent consortium in accordance with the Management Agent Consortium ToR and an agreed output based delivery plan with DFID. The M&E firm will deliver against the logframe output on knowledge/research; and the strategic partner will deliver

- (3) A M&E framework for monitoring and evaluating the programme
- (4) Quarterly reports
- (5) End of Inception Phase report
- (6) Programme Learning and Evidence Products
- (7) Dissemination Strategy
- (8) Input into Steering Committee meetings
- (9) Inputs into DFID Annual Reviews
- (10) Input into Mid-Term Review
- (11) Input into Project Completion Report

Reports (inception, quarterly, mid-term review) should be no longer than 30 pages excluding annexes. Specific formats for reports will be agreed with DFID Kenya, though likely include a description of methodology, key analysis of data collected, assessments of programme progress towards outputs and outcomes, cost-benefit ratios where possible, key evidence gaps remaining and recommendations going forward including any proposed revisions to the programme's log frame and corresponding updates to the M&E framework. The specific timings for the deliverables above will be agreed with DFID Kenya having regard to key inputs required from the Managing Agent. The M&E component will include key performance indicators for the M&E firm which should be proposed by bidders and finalized with DFID at inception.

## **12. Contracting**

The M&E firm will be directly contracted by DFID at the start of the programme. There will be 2 break points in the contract:

- (1) End of inception phase – which will require the M&E firm having demonstrated strong performance to DFID's satisfaction to proceed to phase 4 (implementation) as well as Her Majesty's Treasury agreeing for the programme to continue until 2022 (which is the intention, but which is currently beyond the spending review period for the UK Government). Such approval will be sought in good time to enable the M&E firm to move into the implementation phase smoothly.
- (2) Middle of Phase 4 of the programme – which will require the M&E firm having demonstrated strong performance to DFID during the mid-term review.

## **13. Budget**

The total budget for the M&E firm is a maximum of £2.5 million. It includes, for the avoidance of doubt, all professional fees, travel, expenses and VAT as applicable.

The £2.5 million budget excludes the budget for the Managing Agent consortium and any payments made by DFID to any strategic partner, such as the World Bank, to support complementary business environment work at the national level.

## **14. Payment**

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through complementary arrangements to be agreed with them.

Payment to the M&E firm will be based on performance against agreed outputs to be agreed by the M&E firm and DFID and reviewed bi-annually.

### **15. Duty of Care & Compliance**

The M&E firm is responsible for the safety and well-being of their Personnel (and Third Parties affected by their activities under this contract, including appropriate security arrangements). They will also be responsible for the provision of suitable security arrangements for their domestic and business property. DFID will share available information with the M&E firm on security status and developments in-country where appropriate. The M&E firm 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 <https://www.gov.uk/foreign-travel-advice/> and the M&E firm must ensure they (and their Personnel) are up to date with the latest position. 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 prepared by DFID. They must confirm in their Tender Response that:

- (1) They fully accept responsibility for Security and Duty of Care.
- (2) They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
- (3) They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.

If you are unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, your Tender will be viewed as non-compliant and excluded from further evaluation. Acceptance of responsibility must be supported with evidence of Duty of Care capability and DFID reserves the right to clarify any aspect of this evidence. The current Kenya risk assessment matrix is attached in Annex 2.

### **16. Reporting**

Reports shall be submitted to the DFID Kenya Senior Responsible Owner (SRO), and the Accountability and Results Team (ART) for quality assurance.

The M&E firm will report directly to DFID Kenya though will also have direct access to the Implementers and strategic partner (e.g. the World Bank) and programme related information. All parties will be expected to actively contribute to learning, avoid duplication<sup>7</sup> and foster an open relationship.

### **17. Transparency**

DFID requires suppliers receiving and managing funds, to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors. It is a contractual requirement for all suppliers to comply with this, and to ensure they have the appropriate tools to

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<sup>7</sup> Where any of the implementers provide data which replaces the need for the M&E firm to collect the

enable routine financial management and reporting, and the publishing of accurate data and providing evidence of this. Information is available at [www.aidtransparency.net](http://www.aidtransparency.net)

## **18. Risk**

DFID Kenya overall rates the programme risk as 'major'. The largest risk to the programme – with both high impact and high probability – is political instability, particularly as the programme activities will commence soon after a national and county election cycle in Kenya. In addition, there is a risk that the programme implementers and M&E firm do not foster an open relationship and sufficiently coordinate, which is needed to maximise the effectiveness of the programme. These risks will be mitigated by the Implementers and M&E firm ensuring (and demonstrating that) they work in a politically sensitive and savvy way.

DFID Kenya has a high appetite for contextual risks (e.g. supporting programmes to adapt to a changing political environment); a medium to high risk appetite for operational/delivery risks (e.g. as we aim to innovate and test new approaches); though an extremely low appetite for human security risk or fiduciary risk with a zero tolerance approach to fraud or corruption. Bidders should set out what they see as the key risks to successful delivery of this work how they would propose to mitigate these risks.

## **19. Flexibility**

DFID has the opportunity to scale up or down service provider activities, alter the scope of work and extend the ToR based on programme success and DFID Kenya needs. The programme is a central part of the DFID Kenya Economic Development portfolio with strong linkages to other DFID Kenya programmes. Within this M&E contract, monitoring and evaluating other areas related to urban economic development, such as trade, energy and market access, shall be possible as and when further outputs and budget are agreed with DFID.

## **20. Requirements**

DFID is seeking a M&E specialist firm (generalist firms are discouraged from applying). The team undertaking this work will need to demonstrate significant experience in the following areas:

### Essential – significant experience in:

- (1) Impact evaluations and randomized trials (including rigorous causality analysis)
- (2) Quasi-experimental methods
- (3) Real-time learning
- (4) Evidence-based learning
- (5) Linear and non-linear theory based methods
- (6) Disseminating lessons learnt and influencing stakeholders

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data itself, the M&E firm may instead verify such data.

- (7) Report writing
- (8) Data management
- (9) Fluency in English both written and spoken.

Desirable – knowledge of:

- (1) Working in Kenya
- (2) Working on some of the programme areas (urban economic planning, investment and investment climate reform) and cross-cutting issues such as gender, youth and conflict sensitivity
- (3) DFID Evaluation Policy and guidelines and of international evaluation standards and norms (OECD-DAC).

The independent M&E firm must be a separate (and not-connected) entity to any of the Implementers or strategic partner.

## **21. Access to Information**

The M&E firm will be given access to programme related information supplied by DFID and the Implementers in order to carry out this work.

DFID will have unlimited access to the materials produced by the M&E firm (as expressed in DFID's general conditions of contract).

## **22. Timeline**

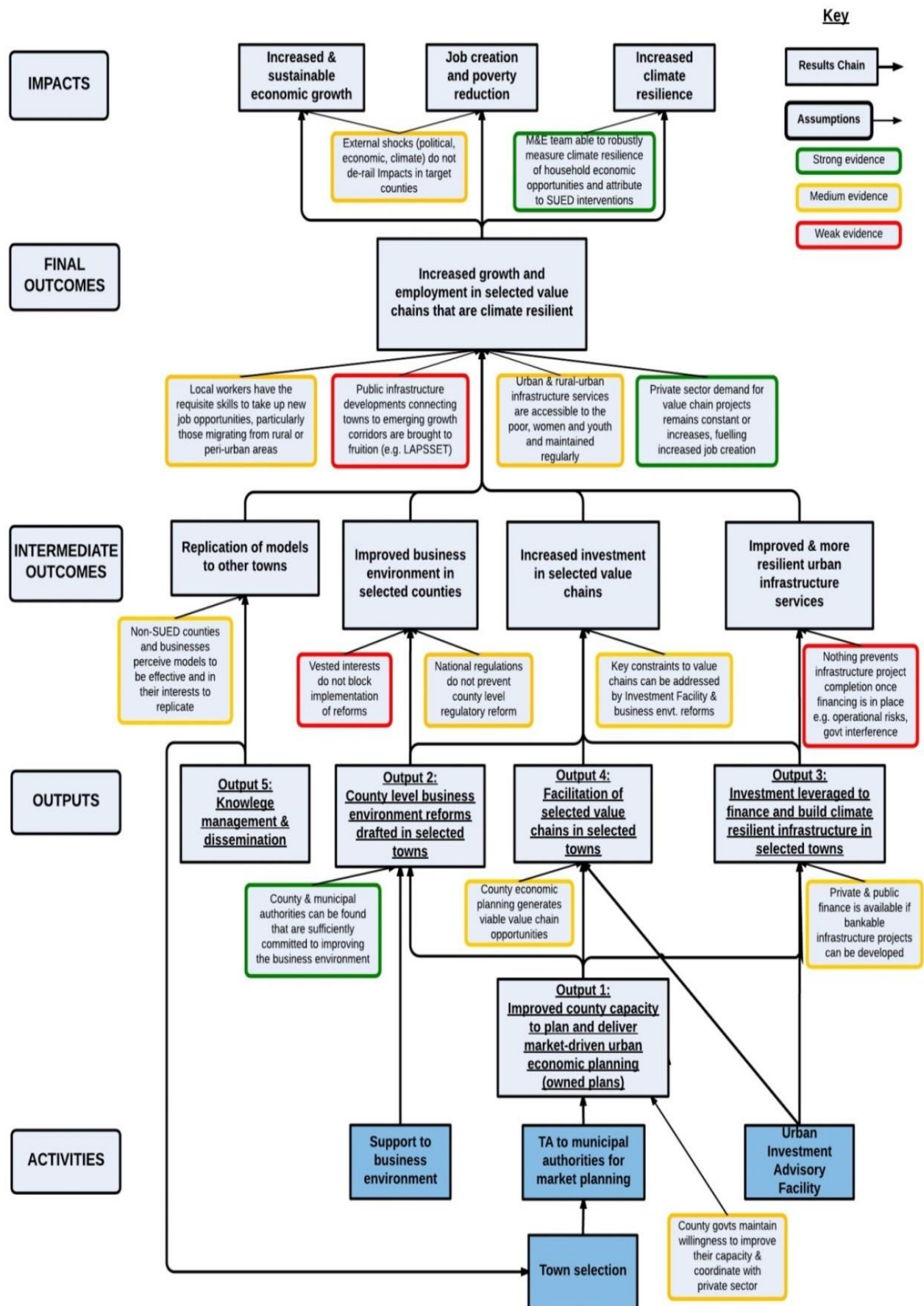
The M&E firm (along with the Managing Agent and Urban Economic Planning firm under a separate ToR) shall be procured in 2018. The contract end date will be 3 months before the programme end date (the latter of which is anticipated to be September 2022 subject to the HMT approval mentioned above).

DFID has the opportunity to scale up or down service provider activities, alter the scope of work and extend the ToR based on programme success and DFID Kenya needs.

## **23. General Data Protection Regulations (GDPR)**

Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Appendix A and the standard clause 33 in section 2 of the contract.

## Annex 1 – Initial SUED Theory of Change



## Annex 2 – Kenya risk assessment matrix

DFID Overall Country Risk Assessment matrix - Location: Kenya

Date of assessment & assessing official: 10th July 2017, Roger Williams

Theme	Risk Score	Risk Score	Risk Score
	Kenya (excluding areas listed separately)	Advise against all but essential travel to within 15km of the coast from the Tana River down to the Sabaki River North of Malindi. It covers Lamu County and those areas of Tana River County north of the Tana river itself. Lamu and Manda Islands are now back in bounds.	Advise against all but essential travel to Mandera, Daadab and Garissa plus anywhere else within 60km of the Somali border (including areas North of Pate Island on the coast) <sup>8</sup> and Eastleigh in Nairobi
OVERALL RATING	4	5	5
FCO travel advice	4	5	5
Host nation travel advice	Not available	Not available	Curfew in Place
Transportation	4	4	4
Security	4	5	5
Civil unrest	4	4	5
Violence/crime	4	4	5
Terrorism	4	5	5
Espionage	4	2	2
War	1	1	3
Hurricane	1	1	1
Earthquake	1	1	1
Flood	3	2	2
Medical Services	3	4 (nurses strike)	4

1 Very Low risk	2 Low risk	3 Med risk	4 High risk	5 Very High risk
		SIGNIFICANTLY GREATER THAN NORMAL RISK		

<sup>8</sup> For these areas specific travel advice should be sought. See latest FCO [travel advice](#) for Kenya



## Appendix A: of Contract Section 3 (Terms of Reference) 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 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the <b>Parties</b> are <b>independent Controllers</b> in accordance with Clause 33.3 in respect of <b>Personal Data</b> 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 <b>anonymised data</b> as it does not constitute Personal Data.</li></ol>

## 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>9</sup>
- ✓ Demonstrate commitment to wider HMG priorities<sup>10</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;

**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.

<sup>9</sup> <https://www.gov.uk/government/organisations/department-for-international-development/about#priorities>

<sup>10</sup> <https://www.gov.uk/government/organisations/hm-treasury/about#priorities>

## **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 843551

### **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>11</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>12</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
- ✓ 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>13</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

<sup>11</sup> <https://www.gov.uk/government/organisations/department-for-international-development/about#reporting-fraud>

<sup>12</sup> <http://www.aidtransparency.net/>

<sup>13</sup> <https://eiti.org/>



- ✓ 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>14</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>15</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 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>16</sup>;
- ✓ Practices in line with the International Labour Organisation (ILO) 138<sup>17</sup> and the Ethical Trading Initiative (ETI) Base Code<sup>18</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.

<sup>14</sup> <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

<sup>15</sup> <http://digitalprinciples.org/>

<sup>16</sup> <https://www.unglobalcompact.org/what-is-gc/mission/principles>

<sup>17</sup> [http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::PI2100\\_ILO\\_CODE:C138](http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::PI2100_ILO_CODE:C138)

<sup>18</sup> <http://www.ethicaltrade.org/eti-base-code>

### **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.

<b>Contract Checks and Compliance KPIs</b>		<b>KPI target</b>	<b>Specific Contractual link</b>	<b>Checking mechanism</b>
<b>i.</b>	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
	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
<b>1.</b>	<b><u>VfM and Governance standards</u></b>			
<b>a)</b>	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>b)</b>				



c)	<p>VfM being maximised over the life of a contract</p> <ol style="list-style-type: none"> <li>1. By confirmation of annual profit level fluctuations since tender submittal</li> <li>2. by timely identification and resolution of issues</li> <li>3. ensuring lessons learned are shared</li> </ol>	Updated documentation submitted once annually	<p>Contract T&amp;Cs Clauses 15 &amp; 20</p> <p>Terms of Reference</p> <p>Terms of Reference</p>	<p>Compliance checks</p> <p>Annual contract review/programme management Compliance checks</p> <p>Annual contract review/programme management Compliance checks</p>
	<p><u>Tax Declaration (HMRC format)</u></p> <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	<p>Terms and Conditions Clauses 15, 23 &amp; 24</p> <p>Terms of reference</p>	<p>Annual return</p> <p>Compliance checks</p>
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	<p>Annual return</p> <p>Compliance checks</p>
b)	Ongoing conflict of interest, mitigation and management	As 2a. above	Terms and conditions Clause 54	<p>Annual return</p> <p>Compliance checks</p>
c)	Refresher ethical training and staff updates (including disclosure restrictions on DFID	Copy of training logs provided	Terms and conditions Clause 6, 29,	<p>Annual return</p> <p>Compliance checks</p>





	confidential information)	Delivery in accordance with training programme in place	51 & 54	
d)	A workforce whistleblowing policy	Continuous workforce awareness maintained Policy in place	Terms and Conditions Clause 48	Annual return Compliance checks
e)	<p>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 reportingconcerns@dfid.gov.uk or on +44(0)1355 843551</p> <p>2. Employees working on DFID Contracts fully aware of the DFID external website reporting concerns mailbox</p>	<p>Continuous awareness maintained</p> <p>Procedure in place</p> <p>Continuous awareness maintained</p>	<p>Terms and Conditions Clauses 6, 48 &amp; 54</p> <p>Terms and Conditions Clause 48</p>	<p>Annual return Compliance checks</p> <p>Annual return Compliance checks</p>
f)	<p>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</p> <p>Supply Partners and their subcontractors must provide proof of compliance with the HMG approval requirements under the <a href="#">business appointment rules</a></p>	Details submitted as applicable	<p>Terms and Conditions Clause 48</p> <p><a href="#">HMG business appointment rules</a></p>	<p>Annual return Compliance checks</p> <p>Contract management</p>
3.	<b><u>Transparency and Delivery Chain Management</u></b>	Updated documentation submitted	Contract Terms and Conditions	Tender evaluation
a)	IATI compliance for Supply			Periodic spot

b)	Partner and their delivery chain Supply Partners	once annually	Clause 28	checks Compliance checks
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	Updated documentation submitted once annually	Contract Terms & Conditions Clause 53 and ToRs	Contract management  Periodic and annual return spot checks Compliance checks



b)	being met			
	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)				
c)	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
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
6.	<b><u>Safeguarding, Social Responsibility and Human Rights</u></b>			
a)	Provision of a current internal document demonstrating good practice and assuring compliance with key legislation on international principles on	Confirmation of UN Global Compact Membership	Standard Selection Questionnaire	Tender evaluation Annual return Compliance checks



	labour and ethical employment			
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
c)				
d)	Recognition of the ILO standards  Membership of Ethical Trading Initiative (ETI)	Membership number		Compliance checks
	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	Contract T&Cs Clause 50	Annual return  Compliance checks  Annual checks Compliance checks



	3.Level of commitment in relation to the Contract evident in delivery practices in line with the workplace and community guidance provided in the DFID Supply Partner Code of Conduct Annex 2	submittal  Updated documentation submitted annually		Tender evaluation  Compliance checks
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### 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			
1.	<b><u>VfM and Governance standards</u></b>					
a)	Evidence of how economic and governance policies work in practice	X	O			
b)	VfM maximisation over contract life					
	1. Annual confirmation of %	X	X			



	profit on contract					
	2. timely identification and resolution of issues	X	X			
	3. ensuring lessons learned are shared	X	O			
c)	<u>Tax Declaration (HMRC format)</u>					
	Comply with all tax requirements	X	X			
2.	<b><u>Ethical Behaviour</u></b>					
a)	Adherence to agreed conflict of interest management procedures	X	X			
b)	Evidence of workforce ethical training updates taking place	X	X			
c)	Confirmation of direct and delivery chain partner compliance with the HMG approval requirements under the Business Appointment Rules.	X	X			
d)	Confirmation and full evidence of awareness of an up to date workforce whistleblowing policy	X	X			
e)	3. 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 reportingconcerns@dfid.gov.uk or on +44(0)1355 843551	X	X			
f)	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			
3.	<b><u>Transparency and Delivery Chain</u></b>					



	<b><u>Management</u></b>					
a)	Supply Partner and delivery chain partners IATI compliant	X	O			
b)	Provision of up to date and accurate records of all delivery chain Supply Partners provided within the required frequencies, including annual contractual spend on SME's, women owned businesses and modern apprenticeships in place	X	O			
c)	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			
d)	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)						
d)	Data is managed in accordance with DFID security policy and systems are in accordance with the HMG cyber essentials scheme	X	X			
	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:					
	1.To prevent actual, attempted or threatened sexual exploitation and abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to DFID funded work	X	X			
	2.For reporting suspected misconduct, illegal acts or failures to investigate actual attempted or threatened sexual exploitation or abuse	X	X			
c)						
	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	X	O			



	commitment in relation to the Contract	X	X			
	2. Numbers and details of organisational safeguarding allegations reported	X	O			
	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)					

### **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