



Foreign, Commonwealth  
& Development Office

## **Section 1 – Form of Contract**

<b>Framework Agreement for:</b>	<b>CONFLICT, STABILITY &amp; SECURITY FUND (CSSF) FRAMEWORK 2018</b>
<b>Reference Number:</b>	<b>CPG/2350/2018</b>
<b>Call-Off Title:</b>	<b>South Sudan - Peacebuilding Opportunities Fund 2</b>
<b>Call-Off Reference:</b>	<b>ecm_5636</b>

This Call-Off Contract is made between the Secretary of State for Foreign, Commonwealth and Development Affairs represented by the Foreign, Commonwealth & Development Office, acting as part of the Crown ("the Authority"), and

**Oxford Policy Management** ("the Supplier") having their main or registered office at Level 3, Clarendon House, Cornmarket Street, Oxford, OX1 3HJ

("the Parties")

By signing this contract, the Supplier confirms they have opened and checked the documents provided in Annexes 1 & 2 of this Call-Off Contract and these represent the Statement of Requirements and the Supplier's tender submitted in response to the Peacebuilding Opportunities Fund 2 (POF 2) (ref ITT\_5717) on 1 September 2023.

Framework Agreement with: Company Number:	<b>OXFORD POLICY MANAGEMENT LIMITED 03122495</b>
Sub-Contractors/Consortia:	<ul style="list-style-type: none"> <li>- Forcier Consulting LLC,</li> <li>- Detcro LLC,</li> <li>- Bailey Consulting Group Limited,</li> <li>- Imatong Employment Solutions,</li> <li>- Rift Valley Research Ltd,</li> <li>- CAFOD,</li> <li>- Internews Europe,</li> <li>- Society of Daughters of Mary Immaculate &amp; Collaborators.</li> </ul>
Framework Agreement for:	<b>CONFLICT STABILITY &amp; SECURITY FUND 2018</b>
Framework Agreement Number:	<b>CPG/2350/2018</b>
Call-off Contract For:	<b>South Sudan - Peacebuilding Opportunities Fund 2</b>
Contract Number:	<b>Ecm_5636.</b>

## Contents

1. Section 1 – Form of Contract.....	1
2. Section 2 – Call-Off Terms & Conditions .....	3
1. The above mentioned Framework Agreement.....	3
2. Your proposal of .....	3
3. Commencement and Duration of the Services.....	3
4. Recipient.....	3
5. Financial Limit.....	3
6. Milestone Payments and Charges .....	3
7. Fixed Price (Not Used).....	3
8. Time and Material .....	3
9. Officials.....	4
10. Key Personnel .....	4
11. Monitoring and Contract Performance Reports.....	4
12. Duty of Care.....	4
13. Third Party Rights for Sub-Contractors .....	5
14. Call-off Contract Signature.....	5
15. Destruction and deletion of Authority Data and Confidential Information .....	5
16. Special Terms & Conditions – if any.....	5
16.1.....	5
16.2.....	5
3. Annex 1 – Statement of Requirements and Supplier’s Tender.....	6
4. Annex 2 – Schedule of Prices & Rates .....	6
5. Annex 3 – Security Risk Disclaimer .....	6
6. Annex 4 – Processing, Personal Data & Data Subjects .....	6
7. Annex 5 – Insurances.....	8
8. Annex 6 – Supplier Code of Conduct.....	11

## **Section 2 – Call-Off Terms & Conditions**

[\(Back to Contents\)](#)

### **1. The above-mentioned Framework Agreement.**

1.1. Capitalised terms used in this Call-Off Contract shall (save where specified otherwise) have the meaning set out in the Framework Agreement.

### **2. Your proposal of 01 September 2023.**

2.1. The Authority requires **Oxford Policy Management** (“the Supplier”) to provide the Services as stated in the *Statement of Requirement* at Annex 1 and, under the Terms and Conditions of the Framework Agreement, which shall apply to this Call-off Contract as if expressly incorporated herein.

### **3. Commencement and Duration of the Services**

3.1. The Supplier shall start the Services no later than 31 October 2023 (“the Start Date”) and Services shall be completed by 31 October 2026 (“the End Date”) unless the Call-off Contract is terminated or extended in accordance with the terms and conditions of the Framework Agreement and by contract variation.

3.2. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier’s performance is not deemed satisfactory or the fund available to the CSSF programme is no longer sufficient to continue financing the programme.

### **4. Recipient**

The Authority requires the Supplier to provide the Services to FCDO and British Embassy Juba South Sudan (“the Recipient”).

### **5. Financial Limit**

5.1. Payments under this Call-off Contract shall not exceed **£8,000,000 (Eight million pounds)** (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the [Statement of Requirements \(Annex 1\)](#) and [Schedule of Prices and Rates \(Annex 2\)](#).

5.2. To support invoicing the Supplier shall provide monthly financial statements, covering activities delivered together with the Contract reference number and Purchase Order number.

5.3. Payment of invoices will be made monthly in arrears on receipt of an itemised invoice.

### **6. Milestone Payments and Charges**

6.1. Any Supplier Personnel employee fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Call-off Contract.

6.2. Where applicable Milestone Payments, will be made on satisfactory performance of the Services, at the payment points defined as per Schedule of Prices and Rates. At each payment point set criteria will be jointly agreed as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority 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 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

### **7. Fixed Price**

7.1. Where the Parties have agreed in the [Schedule of Prices and Rates \(Annex 2\)](#) that the Services will be provided on a fixed price basis, then the fixed price shall be paid according to the Schedule of Prices and Rates, which may relate to the achievement of specific Milestones as defined, dates or acceptance and shall

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

be inclusive of all Supplier costs.

**8. Time and Material**

8.1. Where the Parties have agreed in the [Schedule of Prices and Rates \(Annex 2\)](#) that the Services will be provided on a time and materials basis, then:

- a) the Services shall be provided in accordance with the rate card set out in the Schedule of Prices and Rates;
- b) the Parties shall agree a maximum price, which shall include but not be limited to a resource profile, a fixed date to start and to complete and a set of deliverables, further details of which shall be agreed by the Parties in the Schedule of Prices and Rates;
- c) the Supplier shall attach to each invoice, records of the time spent and materials used in providing the Services, together with all supporting documentation including but not limited to all relevant timesheets, receipts (if applicable), a list of Services to which the invoice relates and a reference to the Contract and Schedule of Prices and Rates, as well as any other information as reasonably requested by the Authority from time to time;
- d) the Supplier must notify the Authority immediately if it becomes apparent that the cost to complete the Services will be in excess of the maximum price and shall only proceed with and be paid for Services in excess of the maximum price with the prior written consent of the Authority.

**9. Officials**

9.1. The Authority Project/Contract Officer is as follows:

<b>Title:</b>	<b>Name:</b>	<b>Email Address:</b>
Contract Officer	Redacted	Redacted
Senior Responsible Office	Redacted	Redacted
Programme Manager	Redacted	Redacted

**10. Key Personnel**

10.1. The following Supplier Personnel are the key Personnel of the purposes of this Call-Off Contract:

<b>Title:</b>	<b>Name:</b>	<b>Email Address:</b>
Programme Director	Redacted	Redacted
Team Leader	Redacted	Redacted
Programme Manager	Redacted	Redacted

**11. Monitoring and Contract Performance Reports**

11.1. For the purpose of monitoring of performance, the Supplier shall submit project reports in accordance with the agreements and timescales contained in the [Statement of Requirement at Annex 1](#).

11.2. These provisions will include without limitation:

- i. random inspections;
- ii. regular meetings;
- iii. the regular delivery of written management reports;
- iv. monthly report on Key Performance Indicators.

11.3. All such agreements will be carried out by the Supplier in a timely manner, as reasonably required by the Authority, and in line with Good Industry Practice.

**12. Duty of Care**

12.1. Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. The Supplier will be responsible for all security arrangements and His Majesty's Government accepts no responsibility for the health, safety and security of individuals or property.

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

12.2. Unless otherwise agreed, 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 the Authority in respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.

12.3. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier 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.

12.4. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off 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.

12.5. Where the Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the [Statement of Requirements at Annex 1](#).

**13. Third Party Rights for Sub-Contractors**

13.1. The Supplier shall ensure that all Sub-Contracts contain provisions to the effect of "in respect of security and secrecy, intellectual property and audit rights corresponding to those placed on the Supplier under this Contract (subject to such variations as the Authority may reasonably specify), which the Authority shall have the ability to directly enforce under the Contracts (Rights of Third Parties) Act 1999.

**14. Call-off Contract Signature**

14.1. If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at paragraph 9 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

**15. Destruction and deletion of Authority Data and Confidential Information**

15.1. Pursuant to:

- Clause 16.1.3 of the Framework Agreement requiring the Supplier to provide an inventory of Authority Data in its possession or control; and
- Clause 29 (Confidentiality);

The Supplier shall, at the written direction of the Authority, delete, destroy or return, as appropriate, all Authority Data and Confidential Information (and any copies of it) on termination of the Call-Off Contract.

**16. Special Terms & Conditions – if any**

N/A

**Annex 1 – Statement of Requirements**  
**and**  
**Supplier’s Tender [REDACTED]**

Call-Off ITT Title:	South Sudan Peacebuilding Opportunities Fund 2 (POF 2)
FCDO eSourcing Portal Reference:	ITT_5717

Table of Contents

Contents

Contents..... 2

1. Introduction and Context..... 4

2. Objective..... 5

3. Recipient and Beneficiaries ..... 6

4. Scope of work ..... 6

5. Geographic scope ..... 9

6. Contract Budget and Timeframe..... 9

7. Contract Phases and Key Deliverables and Outputs ..... 9

8. Team Structure ..... 12

9. Contract Management..... 12

10. Reporting Requirements ..... 14

11. Payment and Performance Management..... 18

12. Contract Oversight ..... 19

13. Co-ordination and Collaboration ..... 20

14. GDPR..... 20

15. Duty of Care to Suppliers..... 20

16. Safeguarding..... 21

17. Modern Slavery..... 21

18. Disability..... 21

19. Transparency ..... 21

20. Delivery Chain Mapping..... 22

21. Compliance with Counter Terrorism Legislation..... 22

22. UK Aid Branding..... 23

23. Digital ..... 23

24. Annex A: Background – Peacebuilding Opportunities Fund phase 1 (POF1) and contact details..... 24

25. Annex B: Theory of change – Peacebuilding Opportunities Fund phase 2 (POF2) ..... 26

26. Annex C: Country Summary Risk Assessment matrix ..... 27

Appendix A: of Contract Section 3 (Statement of requirement) ..... 28

Acronyms

FCDO	Foreign, Commonwealth & Development Office
GDPR	General Data Protection Regulations
GDS	Government Digital Service
GPAA	Greater Pibor Administrative Area
ICF	International Climate Finance
KPI	Key performance indicator
POF1	Peacebuilding Opportunities Fund 1
POF2	Peacebuilding Opportunities Fund 2
NGO	Non-governmental organisation
NRM	Natural resource management
SSPP	South Sudan Peacebuilding Programme
SRO	Senior Responsible Owner
SoR	Statement of requirement
VFM	Value for Money

# 1. Introduction and Context

- a. The Foreign Commonwealth and Development Office (FCDO) requires a Supplier to deliver the Peacebuilding Opportunities Fund 2 programme (POF2).
- b. POF2 is part of the overarching South Sudan Peacebuilding Programme (SSPP), a central tool for delivering the UK’s peace and stability objectives in South Sudan.

**Programme Objective:** POF2 will be a component of SSPP and contributes to the following objective: *Build the capabilities of communities, including women, in conflict hotspots to manage, reduce, and prevent violent conflict in increasingly inclusive ways.*

**POF2 Outcome:** POF2’s expected primary outcome is “*Local communities in target conflict hotspots are better able to jointly interrupt and prevent cycles of violence in increasingly inclusive and climate-sensitive ways, and are increasingly socially cohesive, improving their resilience to external manipulation.*”

**POF2 Impact:** POF2’s expected impact is “*Inter-communal violence is reduced, supported by and enhancing progress in the implementation of priority provisions of the 2018 peace agreement.*”

The theory of change for POF2 is at [Annex B](#).

- c. POF2 is the second phase of the Peacebuilding Opportunities Fund (POF1) programme implemented 2019-2023. POF1 has made strong progress towards the following outcomes:
  - i. Targeted communities are more harmonious and resilient to conflict;
  - ii. More inclusive political, socio-economic, and cultural institutions, which are key for handling conflict and establishing the conditions for sustained peace, are strengthened at all levels.

This includes through the cattle migration conference in Greater Rumbek, which resulted in the peaceful migration of around one million cattle, without death or injury to community members or cattle keepers, for the second year in a row; the rapid response and contribution towards the effective prevention of mobilisation by the Dinka Bor, Lou and Gawaar Nuer against the Murle in Jonglei and Greater Pibor Administrative Area (GPAA); and the establishment of a national non-governmental organisation (NGO), Peace Canal as a sub-recipient of Foreign, Commonwealth & Development Office (FCDO) funds and which is now the main implementer of activities in programme areas.

Further details of POF1 and contact details for Peace Canal can be found in [Annex A](#) “Background”. The latest annual review for POF1 (2022) can be found at [Appendix B](#).

- d. POF2 will support communities, including women, youth and other marginalised groups, in target conflict hotspots (currently Greater Rumbek - Lakes State, Jonglei State and Greater Pibor Administrative Area (GPAA) (with the possibility of expansion to new areas) to manage, reduce, and prevent violent conflict in increasingly inclusive and sustainable ways. POF2 will introduce livelihood activities to the programme, in addition to building on the work of the first phase of the Peacebuilding Opportunities Fund (POF1).
- e. This Statement of Requirements (SoR) outlines the objectives, requirements for delivery and the expectations of the Supplier for the successful delivery of POF2.

## 2. Objective

- a. POF2 **objectives** are:
  - To support communities, including women, youth and other marginalised groups, in target conflict hotspots to manage, reduce, and prevent violent conflict in increasingly inclusive and sustainable ways.
  - To provide technical assistance to build community, conflict resolution capabilities as well as direct support to inclusive, community-led, intra and inter-communal peace dialogue processes and parallel activities to address livelihoods and climate-related drivers of violence. These interventions will address the socio-economic drivers of conflict and generate peace dividends that will build communities' confidence in and support for local peace processes.
  - To strengthen the supplier base of peacebuilding NGOs in South Sudan, through partnership and capacity building.
- b. The support provided by POF2 will contribute to the following **outcomes**:
  - Communities affected by cyclical subnational conflicts, exacerbated by political manipulation and the impact of the climate crisis, will lead local peace processes and drive implementation resulting in greater resilience to violence, the establishment of community-owned mechanisms to prevent future conflict and addressing the drivers and root causes of violence.
  - Community-led peace processes include the meaningful participation of women and youth, ensuring their needs are met in resulting agreements and challenging underlying social norms that perpetuate their exclusion and marginalisation.
  - Any national NGOs included in the delivery of the POF2 contract will be strengthened both institutionally and technically with the medium-term aim of national NGOs delivering future peacebuilding programmes as direct funding recipients.
  - Emerging conflict hotspots receive rapid stabilisation support that lays the foundation for longer-term peacebuilding interventions, reducing the escalation and proliferation of subnational violence.

### 3. Recipient and Beneficiaries

- a. The primary **Recipient** of this programme is the conflict-affected population of South Sudan.
- b. The **Beneficiaries** will be the citizens of South Sudan, particularly marginalised groups, in targeted conflict hotspots and national peacebuilding NGOs.

### 4. Scope of work

4.1 The Supplier will be responsible for successfully delivering and evaluating the objectives outlined at paragraph 2(a) of this Statement of Requirements, as follows:

**a. Objective 1 – Design and Delivery of Peacebuilding Interventions**

*To support communities, including women, youth and other marginalised groups, in target conflict hotspots to manage, reduce, and prevent violent conflict in increasingly inclusive and sustainable ways.*

The Supplier will design and deliver interventions that strengthen and support inclusive local inter-community conflict management structures, and increased interaction between conflicting communities through collaborative, inclusive, and mutually dependent climate-sensitive livelihoods. In designing and delivering these interventions the Supplier must:

- take an adaptive and flexible approach which responds directly to the conflict.
- ensure interventions are conflict, gender, and climate-sensitive, identifying how the integration of livelihoods and/or natural resource management interventions can contribute to the generation of peace dividends, sustainable peace and conflict prevention.
- coordinate with donors and other identified stakeholders of programme interventions in new and existing geographical target areas, ensuring interventions are based on robust conflict analysis and address the root causes and drivers of conflict.
- lead the design and establishment of a Rapid Response Mechanism to deliver urgent interventions (such as dialogue, mediation, rapid analysis to inform broader interventions) in emerging conflict hotspots with the aim of supporting rapid stabilisation and laying the foundations for longer-term peacebuilding interventions.
- integrate capacity building support through engagement with national delivery partners throughout programme design.

Interventions may be delivered directly by the Supplier or through downstream partners, including national delivery partners. It is the Supplier's responsibility to justify how the interventions will ensure optimal delivery of the desired objective and the Supplier will be accountable for delivery of the objective, regardless of how it is achieved. For example, if delivery is through a national delivery partner, it is expected the Supplier will undertake capacity building of

the partner and/or provide them with technical support to ensure delivery of the interventions.

**b. Objective 2 - Technical Support for Delivery of Livelihoods and/or Natural Resource Management (NRM) Interventions**

*To provide technical assistance to build community, conflict resolution capabilities as well as direct support to inclusive, community-led, intra and inter-communal peace dialogue processes and parallel activities to address livelihoods and climate-related drivers of violence. These interventions will address the socio-economic drivers of conflict and generate peace dividends that will build communities' confidence in and support for local peace processes.*

The Supplier will provide:

- Technical support in the delivery of interventions and development of new small-scale livelihoods and/or natural resource management (NRM) elements of programme implementation, depending on contextual needs and challenges as identified by conflict, political economy and market analysis to identify viable livelihoods options. The Supplier's technical support will ensure all interventions contribute to the strengthening of peacebuilding activities, social cohesion, the generation of peace dividends, and sustainable approaches that address root causes of conflict. Support should also ensure that all livelihoods and NRM interventions receive adequate follow-up and monitoring.
- Market Analysis to assess and ensure the relevance, sustainability, and gender and climate-sensitivity of livelihoods interventions delivered by the Supplier and its downstream partners.

For the avoidance of doubt, POF2 is expected to support livelihoods interventions that both address the socio-economic drivers of conflict *and* build communities' adaptation and resilience to climate change.

**c. Objective 3 - Capacity building of National NGOs**

*To strengthen the supplier base of peacebuilding NGOs in South Sudan, through partnership and capacity building.*

The Supplier will provide capability building assistance to South Sudanese peacebuilding organisation(s) with the overarching aim of strengthening their institutional and technical capability in order that they can be direct funding recipients of future peacebuilding programmes. Activities should include, but not are limited to:

- Develop and strengthen national NGO delivery partners to improve their:
  - Capability and capacity to deliver programmes.
  - Financial stability.
  - Governance and internal controls.
  - Supply chain management.

- Safeguarding protocols and policies to a standard adequate for a recipient of major donor funding.
- Conduct reviews/audits as required of organisational development across areas such as organisational governance, strategic planning, financial management, people management, project management, and office administration, and produce and implement capacity building workplans to address weaknesses identified.

4.2 To ensure the successful design, delivery and evaluation of the objectives, the Supplier will also be responsible for:

**d. Programme Management Services**

- Provision of day-to-day operation of POF2 including development and delivery of POF2 activities, interpretation and application of the strategic direction of POF2 in consultation with key stakeholders, support to FCDO for decision making, robust financial management of POF2 (including the supply chain), management of downstream partners and supply chain including related due diligence, reporting, risk management, engagement and collaboration with key stakeholders, logistics, including support for field visits, and administrative duties.

**e. Coordination and Outreach**

- Strategic coordination of POF2: Ensuring coordination of activities across POF2 target areas, ensuring activities relate back to intended project objectives, outcomes and impact.
- Facilitate cross-programme collaboration: Collaborate openly with other organisations and entities (particularly humanitarian and development organisations) engaged in related work, exchange information on programme plans, coordinate upcoming initiatives, and proactively share tools and knowledge associated with the programme to achieve synergies between different parts of the peacebuilding, stabilisation and resilience community and avoid duplication. This may include co-designing activities and strategies for programme scale-up, coordinating complementary interventions, and engaging in innovative approaches to deliver the 'Humanitarian, Development, Peace Nexus'.

**f. Evaluation and learning**

- Adaptive programming: Ensure learning and adaptation are central to POF2 approach, drawing on learnings and evidence to inform an adaptive programming approach.
- External knowledge sharing: Collate and publish information and learning gathered through ongoing POF2 monitoring and evaluation in order to share evidence and learnings across the wider peacebuilding and 'Triple nexus' field and influence other peacebuilding, development and humanitarian programming.

- Ongoing analysis: Maintaining close collaboration with the British Embassy, Juba and provide ongoing analysis into conflict dynamics (political economy analysis, actor mapping, subnational conflict trend mapping) in monthly progress updates and quarterly reporting.
- Facilitating learning and coordination between POF2 interventions: Ensure regular POF-wide lesson learning and information sharing takes place across target area teams.

5. Geographic scope

- a. The Supplier will deliver the Services in Lakes State, Jonglei State and Greater Pibor Administrative Area (these are the areas currently covered by POF1). The Supplier will also support FCDO with identification and review of up to two new geographic areas of focus, based on robust conflict analysis. The Supplier will manage and implement a co-creation phase in new areas of focus, subject to available funding, to design interventions that respond to context-specific needs and drivers of conflict.

6. Contract Budget and Timeframe

- a. The Contract will run for an initial term of up to 36 months from approximately September 2023 until September 2026.
- b. The maximum budget available for this contract will be £8 million (inclusive of ALL applicable taxes, exclusive of UK VAT).
- c. The contract may be extended by up to 12 months with a maximum budget increase of £1.9 million. See paragraph 9 for scale up/extension options.
- d. The contract will consist of three phases:
  - i. Inception Phase – 3 months
  - ii. Implementation Phase - 31 months
  - iii. Closure Phase – 2 months

7. Contract Phases and Key Deliverables and Outputs

- a. **Inception Phase**: The Contract will begin with a three-month Inception Phase. The Supplier shall deliver the following outputs during the Inception Phase of the Contract:

Output		Description	Due Date
1	Office Set Up Complete	Office space acquired and set up, final staffing structure and org. chart	Month 1
2.	Risk Assessment Matrix	Finalised Risk Assessment Matrix with mitigation measures	Month 1

3.	Field Travel Arrangements in Place	Logistics planning and process for field travel finalised	Month 2
4	Workplan for first 3 months of year 1 of the Implementation Phase (months 4-6 of the Contract)	Detailed workplan for the first three months of year 1 of the Implementation Phase with fully costed outputs.	Month 2
5	Inception Report	Report to be submitted in line with the requirements set out at para 10(a)	Month 3
6	Indicative workplan for remainder of year 1 (months 4-12 of the Implementation Phase, 7-15 of the Contract) and high level workplan for years 2 -3 of the Implementation Phase.	Indicative workplan for the remainder of year 1 of the Implementation Phase with proposed milestones and costs. And a high level workplan for years 2 and 3 of the Implementation Phase with budget forecasts.	Month 3

**b. Implementation Phase**

Following acceptance of the Inception Report and Workplan for Year 1 of the Implementation Phase, the Contract will move into the Implementation Phase. Due to the changing conflict dynamics in South Sudan, the Supplier must maintain a context-led, flexible and adaptive approach. Consequently, Workplans will be agreed on an annual basis and reviewed and agreed on a quarterly basis, using the following mechanism:

**i. Quarterly**

- a. In the Quarterly Report the Supplier will confirm deliverables and associated costs for the second subsequent quarter, i.e. The report for Quarter1 of year one will be submitted at the mid Quarter 2 confirming deliverables for Quarter 2 and proposing draft deliverables for Quarter 3. The report for Quarter 2 will be submitted mid-Quarter 3, confirming deliverables for Quarter 3 and proposing draft deliverables for Quarter 5.
- b. The deliverables will be approved as part of the approval of the Quarterly Report
- c. Payment will be made on satisfactory completion and acceptance by FCDO of the deliverables set out in the Quarterly Report.
- d. Rates proposed when agreeing quarterly deliverables throughout the contract may be lower than the maximum rates proposed but must not exceed the maximum rates in the Pricing Schedule.

- ii. **Annually** – the Supplier will submit an updated costed annual workplan for approval by the SRO/FCDO Programme Team with the annual report,

The Workplan must set out how the Supplier will deliver the Scope of Work as set out at Section 4 of this Statement of Requirements.

Typical activities that may take place throughout the Implementation Phase include:

- Design and delivery of programme activities that are focussed on outcomes related to enhancing institutions and local capabilities for non-violent conflict management or addressing key drivers of conflict, including:
  - o technical assistance to build community conflict resolution capabilities
  - o direct support to and convening of inclusive, community-led peace dialogue processes.
  - o support to the implementation of local peace agreements
  - o delivery of gender and climate-sensitive livelihoods interventions that respond to contextual needs and address conflict drivers
  - o delivery of natural resource management interventions such as support to community-led management institutions, convening dialogues and follow up, sustainability skills training, dependent on needs of particular communities.
  - o Design and mobilisation of rapid response mechanism (RRM) and subsequent deployment of RRM in response to upticks in violence.
  - o Coordination and collaboration with humanitarian, development and other peacebuilding organisations active in area of implementation
  - o Field visits
  - o Regular reporting (see reporting requirements at paragraph 10)
  - o Supporting the institutional and technical development of national NGOs throughout the programme cycle.
  - o Conflict and political economy analyses
  - o Market analysis to inform NRM and livelihoods interventions
  - o Ongoing learning and reflections processes such as reviews, workshops etc to feed into adaptive management processes

**c. Closure Phase**

The Supplier will resubmit a final Exit Plan (“Final Exit Plan”) within 6 months of the Contract End Date. The Final Exit Plan at Closure Phase will update the Exit Plan submitted during the Inception Phase to reflect any changes required.

Within two months of the Contract End Date the Supplier will:

- i. Wrap up final field visits.
- ii. Submit a Project Completion Report (see reporting requirements at para 10(d))
- iii. Support FCDO Programme Completion Review and possible third party-led evaluation at the end of the programme
- iv. Submit an asset disposal plan.

## 8. Team Structure

- a. The team will be agile and responsive to the flexible and adaptive nature of the programme. Programme interventions will be delivered through an advisor led model. The team will include experience / expertise in the following areas:
  - i. Conflict/peacebuilding: understanding of conflict and violence; the promotion of effective upstream conflict and crisis prevention; and conflict management and conflict resolution and peacebuilding
  - ii. Team Leadership: track record of successful delivery of similar adaptive programmes, driving innovation and management of similar project deliver structures.
  - iii. Monitoring Evaluation and Learning (MEL): collection and analysis of data to assess effectiveness of interventions, draw lessons/learnings, and report to donors
  - iv. Livelihoods: facilitation of sustainable pathways out of poverty for the poor, connected to transformational change in market, governance, climate, and conflict systems
  - v. Finance: financial management including effective forecasting and delivering value for money
  - vi. Contextual understanding and networks in target implementation areas

**Note:** The above roles are programme functions and not necessarily individual positions/team members. One team member may cover more than one role.

## 9. Contract Management

### a. Contract Management Mechanism

POF2 is a demand-led, adaptive programme and the Supplier will agree workplans on a quarterly basis.

### b. Review Points

There will be a review point at the end of the Inception Phase and work on Implementation Phase will not begin until FCDO has approved the Inception Report. FCDO will respond to the Inception Report within ten working days of submission.

### c. Scale Up/Extensions

FCDO may scale up/extend the Contract budget and/or time in any of the following circumstances:

- i. Where the Contract has demonstrated a strong impact and the potential to yield better results
- ii. The geographical scope is expanded by up to an additional two states that will be agreed between FCDO and the Supplier based on robust conflict analysis.

**d. Scale Down**

FCDO reserves the right to scale down or terminate this contract in line with the Terms and Conditions. Scaling down is at FCDO's discretion and may occur for various reasons including but not limited to a change in the security and/or political circumstances of South Sudan, political economy reasons or a shortage of funds.

## 10. Reporting Requirements

### a. Inception Report

The Inception Report will provide a summary of work completed as part of the Inception Phase. The requirements of the report are as follows.

Page Limit	Maximum of 50 A4 pages, minimum font size 11
Submission	By email to the SRO
Date Due	No later than three weeks before the end of the Inception Phase
Content	Summary of progress against Inception Phase deliverables set out at paragraph 7(a).
	Finalised team structure and organisation chart
	Finalised delivery chain map
	Finalised risk matrix with mitigation actions
	Finalised costed workplan for the Implementation Phase with corresponding results framework
	Finalised VFM indicators
	Finalised Asset Register for all assets valued over £500 (or local equivalent)
	Finalised Stakeholder Map and Stakeholder Engagement Strategy
	Finalised exit plan (to be resubmitted at Closure Phase)

### b. Quarterly Reports

The quarterly reports will provide an update on the progress against deliverables, the Technical Report and an update on the programme spend against submitted forecasts. Quarterly reports will be augmented by informal monthly updates emailed to the SRO summarising: progress for the month, plans for the following month and any potential challenges. The requirements of the report are as follows:

Page Limit	Technical Report maximum 25 A4 pages minimum font size 11
	Financial Report maximum of 6 A4 pages minimum font size 11

Submission	To the SRO by email
Due date	The 20 <sup>th</sup> of the month after the end of the preceding quarter except in the quarter when the Annual Report is due.
Content:	Technical Report
	Narrative of progress against agreed workplan outcomes and output, summary of performance per indicator explaining the activities implemented during the reporting period, the context within which these activities were implemented
	Updates to results framework
	Key successes, challenges and lessons learned in the reporting period
	Updated risk matrix and mitigations
	Security and operational issues – note of any suspension of operations, security incidents, significant (external) bureaucratic impediments, aid diversion or other incidents that have impacted operations during the reporting period,
	Update on how implementation has been building local capacity of staff, supply chain, beneficiaries and institutions
	Proposed quarterly deliverables for upcoming quarter e.g. Q2 report submitted at beginning of Q3 includes proposed deliverables for Q4
	Financial Report
	Reconciliation of previous quarter expenditure against forecast including rationale for variances from forecasting
	Value for Money report broken down by VFM indicators
	Updated budget forecasts

**c. Annual Reports**

The Annual Reports will provide an update on the progress against deliverables, the Technical Report, and an update on the programme spend against submitted

forecasts and will be used to inform the Annual Review process. The requirements of the report are as follows:

Page Limit	Technical Report maximum 30 A4 pages minimum font size 11
	Financial Report maximum of 6 A4 pages minimum font size 11
Submission	To the SRO by email
Due date	Within 6 weeks after the anniversary of the contract.
Content:	Technical Report
	Narrative of progress in the past year against agreed workplan outcomes and output, summary of performance per indicator explaining the activities implemented during the reporting period, the context within which these activities were implemented
	Progress against and updates to results framework
	Summary of key successes, challenges and lessons learned in the year
	Updated risk matrix and mitigations
	Summary of the security and operational issues occurring in the year including any suspension of operations, security incidents, significant (external) bureaucratic impediments, aid diversion or other incidents that have impacted implementation
	Summary of how implementation has built local capacity of staff, supply chain, beneficiaries and institutions
	Submission of priorities and high level workplan for the following year and detailed deliverables for the first quarter of the following year.
	Updated Asset Register
	Any updated conflict, political economy or market analysis required by contextual changes and summary of how analysis will inform programme adaptations
	Report on progress against ICF KPIs set out at paragraph

	Financial Report
	Reconciliation of previous year's expenditure against forecast including rationale for variances from forecasting
	Update on how implementation has been building local capacity of staff, supply chain, beneficiaries and institutions
	Reconciliation of previous quarter expenditure against forecast including rationale for variances from forecasting
	Value for Money report broken down by VFM indicators including any savings achieved over the year
	Updated budget forecasts for the following year and indicative budget for the remainder of the programme

\*\*Annual Audit Reports will be commissioned separately.

**d. Project Completion Report**

Page Limit	Maximum 30 A4 pages minimum font size 11
Submission	To the SRO by email
Due date	1 month after the programme is completed.
Content:	Summary of all achievements of the programme and progress towards objectives/outcomes.
	Summary of Programme expenditure
	Summary of the impact of the programme
	Summary of what worked well and lessons learned
	Final Asset Register and disposal/transfer plan.

11. Payment and Performance Management

- a. Inception Phase: The Supplier will be paid on completion and acceptance of Inception Phase deliverables including the Inception Report.
- b. Implementation Phase. Payment will be made quarterly in arrears based on fees and expenses incurred in the period (time and materials). 10% of fees will be linked to the achievement of KPIs for the quarter.
- c. Key Performance Indicators

	KPI title	Description	Assessment	Frequency	% of fees retained
1	Financial Management	Financial forecasts submitted quarterly with a permitted variance of 10% when reconciled in the subsequent quarterly report with exceptions if FCDO specifically request a change in spend outside of this permitted variance	Pass/Fail	Quarterly	10%
2	Quality and Delivery	All required progress reports (i.e. quarterly and annual reports) submitted on time, in to correct format and with all required information as set out in paragraph 9.	Pass/Fail (If a report is not accepted on first submission there will be one opportunity to submit are revised report which must be accepted or the KPI will be failed)	Quarterly	10%

- d. The Supplier will also be required to report against the following ICF KPIs (baseline to be established following the evaluation due to take place in 2024) in the annual report. ICF KPIs are not subject to the retainment of fees.

KPI title	Frequency	What is being measured	Source of KPI measurement data
Number of people supported to better adapt to the effects of climate change as a result of POF2	Annually	Total direct beneficiaries (who receive direct livelihoods support from the programme) and total indirect beneficiaries (the wider community of the direct beneficiaries) whom POF2 has supported to prepare for and deal with the effects of climate change, including long-term changes in weather patterns and the increasing frequency and severity of extreme weather events.	Supplier to provide annual reports including progress made on ICF KPIs

		<p>Disaggregated by:</p> <ul style="list-style-type: none"><li>- Sex</li><li>- Age</li><li>- Disability</li><li>- Geography</li></ul> <p><b>Note:</b> This measure does not measure the success, effectiveness of impact of ICF support.</p>	
<b>Number of people with improved climate resilience improved as a result of POF2</b>	Annually	<p>Number of people with a change in climate resilience at outcome level.</p> <p>Disaggregated by:</p> <ul style="list-style-type: none"><li>- Sex</li><li>- Age</li><li>- Disability</li><li>- Geography</li></ul> <p><b>Note:</b> This KPI focuses on changes in climate resilience that have been positively influenced by the programme/project in question. It is not a measure of absolute resilience.</p>	Supplier to provide annual reports including progress made on ICF KPIs

## 12. Contract Oversight

### a. Governance

Formal responsibility for programme direction and results will lie with the Supplier under oversight and approval supervision of the FCDO SRO and the FCDO Programme Team.

The Supplier will provide the FCDO Programme team with informal, interim monthly progress updates including progress in the current month and plans for the next month including any potential challenges to delivery. Updates will be submitted via email and at least monthly meetings between the Supplier Leadership Team (i.e. Team Lead, Conflict/Peacebuilding Lead, Natural Resource Management Lead and Finance Lead) and the FCDO Programme Team (i.e. the Senior Responsible Officer, Conflict Advisor and Senior Programme Manager).

The Supplier Leadership Team will meet the FCDO Programme Team on a quarterly basis as a Programme Management Board. The objective of this board is to oversee strategic programme implementation including progress towards the programme objectives and outputs and any course correction required to deliver the programme objectives.

### b. FCDO Co-Ordination

The main contact for the programme will be the SRO and the FCDO Programme Team based in the British Embassy, Juba.

The main contact for Contract or Commercial Issues will be the Contract Officer named in the Contract.

### 13. Co-ordination and Collaboration

- a. The Supplier may be expected to collaborate with other delivery partners of the overall South Sudan Peacebuilding Programme, namely the Conflict Sensitivity Resource Facility (CSRF) and United Nations Development Programme (UNDP) to share knowledge and to ensure that the overall objectives of the programme will be met.

### 14. GDPR

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

### 15. Duty of Care to Suppliers

- a. The Supplier is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.
- b. The FCDO will share available information with the Supplier on security status and developments in-country where appropriate. The latest Country Summary Risk Assessment matrix is enclosed at Annex B and a further copy will be provided each time this is updated, which the Supplier may use to brief their Personnel on arrival.
- c. The Supplier is responsible for ensuring appropriate safety and security briefings for all 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 FCDO website, and the Supplier must ensure they (and their Personnel) are up to date with the latest position.

## 16. Safeguarding

- a. FCDO has a zero tolerance for inaction approach to tackling sexual exploitation and abuse and sexual harassment. The Supplier will have appropriate policies and robust procedures in place to expressly prohibit sexual exploitation and abuse and to receive, investigate and address reports of such acts.

## 17. Modern Slavery

- a. The FCDO is already taking action against modern slavery through current programming, and we are working to expand our reach and scale-up successful country office and centrally managed programmes. A large number of our programmes operating through country offices look at addressing the underlying vulnerabilities of people at risk of modern slavery, with a particular focus on those within indirect supply chains.
  - Strengthening evidence base of effects of laws, policies, practices on workers in high-risk industries including migrant garment and domestic workers
  - Advocacy and common understanding of corrective legal, policy and procedural measures
  - Information campaigns among employers
  - Training and awareness programmes for direct employees and supply chain employees
  - Organising workers to protect themselves and access services.
  - Sensitising labour recruiters on accountability for fair recruitment
  - The FCDO Supply Partner Code of Conduct sets out the expectation for all supply partners to have full awareness of the International Labour Organisation.
  - The HMG Modern Slavery Statement sets out how UK Government departments must take action to ensure modern slavery risks are identified and managed in government supply chains.

## 18. Disability

- a. For FCDO disability inclusive development means that people with disabilities are systematically and consistently included in and benefit from international development. Civil Society and Private Sector partners should outline their approach to disability inclusion and how people with disabilities will be consulted and engaged throughout the project.

## 19. Transparency

- a. FCDO has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same.

FCDO 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, sub-agencies and partners.

- b. It is a contractual requirement for all suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this FCDO – further IATI information is available from; <http://www.aidtransparency.net/>.

## 20. Delivery Chain Mapping

- a. If the Supplier contracts other organisations to conduct aspects of the contract, a delivery chain map is required. The delivery chain map should be reviewed and updated regularly, in line with agreed programme monitoring processes and procedures. As a minimum, it should include details of the name of all downstream delivery partners and their functions and funding flows (e.g., amount, type) to each delivery partner, as well fiduciary and other risk management strategies.

## 21. Compliance with Counter Terrorism Legislation

- a. As per the latest draft policy statement and the interim guidance <https://www.gov.uk/government/publications/operating-within-counter-terrorism-legislation/for-information-note-operating-within-counter-terrorism-legislation>, FCDO's obligations under the legislation<sup>1</sup> are set out below. They apply to suppliers too:
  - Identify your partners.
  - Keep appropriate records.
  - Identify risks and be clear about the process for escalating risks.
  - Develop good relationships with your partners.
  - Report any suspicions and incidents to the counter-fraud and whistle blowing unit.
- b. FCDO programme implementers and partner agencies are responsible for:
  - Being aware of the legislation and their responsibilities.
  - Being aware of and vigilant to the potential risks of terrorism.
  - Ensuring their funding, assets and other resources cannot be used for activities that may or appear to be used to support terrorist activities.
  - Supporting strong governance arrangements, financial controls and risk management policies and procedures that fit their needs. This will provide better safeguards against a range of potential abuse, including terrorist abuse.
  - Keeping FCDO informed of evolving risks and reporting any incidents immediately to FCDO.

- Reporting any suspicions to the police. This is a legal requirement.
- At a minimum, partners need to be aware of which organisations are designated terrorist organisations under counterterrorism legislation.
- In addition to compliance to counterterrorism legislation, suppliers will also be required to adhere to all other relevant UK and EU legislation.

## 22. UK Aid Branding

- a. Suppliers that receive funding from the FCDO must use the UK aid logo on their development and humanitarian programmes to be transparent and acknowledge that they are funded by UK taxpayers. Suppliers should also acknowledge funding from the UK government in broader communications, but no publicity is to be given to this framework and subsequent call down contract without the prior written consent of FCDO.

## 23. Digital

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

## 24. Annex A: Background – Peacebuilding Opportunities Fund phase 1 (POF1) and contact details

**Start date:** July 2019

**End date:** December 2023

**Programme Value £ (full life):** £5,465,927

**Implementation areas:** Greater Rumbek, Jongeli and Greater Pibor Administrative Area (GPAA).

**Description of programme:** The POF is a scalable, adaptable and contextually driven programme to pursue peacebuilding objectives in South Sudan. Its intended impact is “Enhanced South Sudanese capacity to manage conflicts without violence, and reduction in violence in targeted areas”. Its outcomes are (i) “targeted communities are more harmonious and resilient to conflict”; and (ii) “more inclusive political, socio-economic, and cultural institutions, which are key for handling conflict and establishing the conditions for sustained peace, are strengthened at all levels”.

The POF seeks to identify and support efforts by South Sudanese institutions and groups that show signs of successfully managing and reducing conflict, and of promoting civic attitudes and practices (‘peacebuilding opportunities’). The POF is a flexible and adaptive programme delivering 5 outputs: (i) the POF uses evidence-based analysis and learning to drive and review decision-making; (ii) the POF engages with local actors in the conflict system, targeting those who can most influence conflict, especially cultural and traditional actors; (iii) the POF incorporates sustainability into its implementation approach; (iv) the POF strengthens coordination and engagement between diverse local actors to promote peace and responsiveness to conflict triggers; and (v) the POF identifies and implements activities across locations and funding windows.

**Summary of key achievements:** The POF has also made significant gains towards greater sustainability in the strengthening of the national NGO Peace Canal, established by POF Area Advisers in earlier years of the programme. By working to embed robust organisational structures and enhance the technical and institutional capacity of Peace Canal staff, the POF is contributing to the effective delivery and sustainability of their unique community-led, adaptive peacebuilding approach. The POF and Peace Canal have strengthened their reputations across the peacebuilding community with other international actors. This is shown by examples such as the World Food Programme (WFP) inviting Peace Canal to be part of a consortium funding application, and other officials such as the Undersecretary for the Ministry of Peacebuilding and the Governor of Lakes State all recognising the “enormous contribution” made by the POF towards peace.

Clear examples of the POF’s contribution to enhanced South Sudanese capacity to manage conflicts without violence and the reduction of violence in target areas include (but are not limited to): the peaceful migration of around one million cattle, without death or injury to community members or cattle keepers, for the second year

in a row following the POF-led annual cattle migration conference in Greater Rumbek; and the rapid response and contribution towards the effective prevention of mobilisation by the Dinka Bor, Lou and Gawaar Nuer against the Murle in Jonglei and GPAA.

**Contact details**

Working with Peace Canal, the national NGO established through POF1, is not a requirement of the bid, however if potential Suppliers do wish to contact Peace Canal, contact details are below:

Redacted, CEO, Peace Canal: Redacted

25.     Annex B: Theory of change – Peacebuilding  
Opportunities Fund phase 2 (POF2)

	Output/Outcome/Impact	Causal pathway
In a context where...	Despite a peace agreement, local violent conflict has continued to increase due to inter-communal competition over resources and manipulation by competing national elites	
If...	<b>Output:</b> Inclusive local inter-community conflict management structures are strengthened and supported, and conflicting communities interact more with each other through more collaborative, inclusive, and mutually dependent climate-sensitive livelihoods (peace dividends)	<ul style="list-style-type: none"><li>• Local communities, including women and marginalised groups, in key conflict hotspots have the structures, skills, relationships, and resources needed to jointly (a) manage and de-escalate violence and (b) prevent conflicts from turning violent in the first place;</li><li>• Conflicting local communities can engage in socio-economic activities which mitigate economic competition, create peace dividends which raise the cost of violence, and enhance peaceful cooperation and interaction between them;</li><li>• Influential, pro-peace national authorities and international bodies are supported to take measures to stop and prevent national elites from fuelling local conflict</li></ul>
Then...	<b>Outcome:</b> Local communities in target conflict hotspots will have the incentives and capability to jointly manage and prevent violence and address the drivers of conflict in increasingly inclusive and climate-sensitive ways, improving their social cohesion and resilience to external elite manipulation	<ul style="list-style-type: none"><li>• Local, conflict-driven violence will be reduced because communities will both want and be able to quickly address outbreaks of violence and stop them from escalating, and will be more resilient to attempts at external manipulation because:<ul style="list-style-type: none"><li>- They will have greater social cohesion and economic incentives to safeguard peace; and</li><li>- National elites will be prevented from exploiting and fuelling local conflicts for their own political ends.</li></ul></li></ul>
Contributing to...	<b>Impact:</b> Reduced local-level inter-communal violence due to greater social cohesion, climate-sensitive peace dividends, and less elite manipulation and there will be greater progress in the implementation of the peace agreement	

26. Annex C: Country Summary Risk Assessment matrix

Location: **South Sudan**  
Date of assessment: **January 2022**

Theme	Risk Score
OVERALL RATING	4
FCO travel advice <sup>[1]</sup>	4
Host nation travel advice	Not available
Transportation	4
Overall Security	5
Crime/Civil disorder	5
Terrorism	3
War	3
Hurricane	1
Earthquake	2
Flood <sup>[2]</sup>	3
Medical Services	4
Nature of Project Intervention	2

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

<sup>[1]</sup> Please visit the Foreign, Commonwealth and Development Office (FCO) travel advice website for South Sudan: <https://www.gov.uk/foreign-travel-advice/south-sudan>

<sup>[2]</sup> Flooding mainly occurs between May and October, with many parts of the country left under water including Jonglei, Unity State, Upper Nile, Warrap, Northern Bahr el Ghazal and parts of Western and Eastern Equatoria

Appendix A: of Contract Section 3 (Statement of requirement)  
**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 FCDO and any changes to the content of this schedule must be agreed formally with FCDO under a Contract Variation.

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<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> <p>The Parties acknowledge that Clause <b>33.2</b> Protection of Personal Data and <b>33.4</b> ([Section 2 of the contract / <b>Section 2 of the Below Threshold contract</b>]) shall not apply for the purposes of the Data Protection Legislation as the <b>Parties are independent Controllers</b> in accordance with Clause 33.3 in respect of the following Personal Data necessary for the administration and fulfilment of this contract.</p>

**Annex 3 – Security Risk Disclaimer**

[\(Back to Contents\)](#)

Not used

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## **Annex 4 – Processing, Personal Data & Data Subjects**

This Annex 4 shall be completed by the Controller, where required on a Call-Off Contract by Call-Off Contract basis, who may take account of the view of the Processor, however the final decision as to the content of this Annex 4 shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [data.protection@fcdo.gov.uk](mailto:data.protection@fcdo.gov.uk)
2. The contact details of the Processor's Data Protection Officer are: Redacted
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex 4.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that Clause <b>33.2</b> Protection of Personal Data and <b>33.4</b> of Section 2 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 33.3 in respect of the following Personal Data necessary for the administration and fulfilment of this contract.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the Call-Off Contract to provide a service to members of the public.
Duration of the processing	The processing is requirement for the duration of the Contract period as may be required after the End Date for the purpose of handover of or re-tender. This will be agreed between Parties.
Nature and purposes of the processing	<p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc</p>
Type of Personal Data being Processed	The type of Personal Data being processed shall be the type that is required in order to ensure that the Processor can effectively deliver the Call-Off Contract. This may include, but is not limited to, names, addresses, dates of birth, National Insurance numbers, telephone numbers, pay, images and biometric data.
Categories of Data Subject	The Categories of Data Subject processed shall be the categories required in order to ensure that the Processor can effectively deliver the Call-Off Contract. This may include, but is not limited to, Supplier Personnel (including volunteers, agents, and temporary workers), customers/clients and suppliers.
Plan for return and destruction of the data once the processing is complete.  UNLESS requirement under union or member state law to preserve that type of data	The Processor will provide a plan (including a timeline) for return and destruction of data in accordance with the conditions of the Call-Off Contract and Framework Agreement, including those in relation to Handover and Re-Tender.

**Annex 5 – Insurances**[\(Back to Contents\)](#)**REQUIRED INSURANCES (SCHEDULE 3 OF THE FRAMEWORK AGREEMENT REFERS)****CALL-OFF CONTRACT REFERENCE: ecm\_5636****PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE****1. INSURED**

1.1 The Supplier.

**2. INTEREST**

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

death or bodily injury to or sickness, illness or disease contracted by any person;

loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 3) and arising out of or in connection with the provision of the Services and in connection with this Call-Off Contract.

**3. LIMIT OF INDEMNITY**

3.1 Not less than £1,000,000 or 125% of the annual Charges (whichever is the greater) that are payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) in respect of any one occurrence, the number of occurrences being unlimited. In respect of products and pollution liability, not less than £1,000,000 or 125% of the Charges (whichever is the greater) payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) for any one occurrence and in the aggregate per annum.

**4. TERRITORIAL LIMITS**

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

**5. PERIOD OF INSURANCE**

5.1 From the commencement date of the Call-Off Contract for the term of the Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing.

**6. COVER FEATURES AND EXTENSIONS**

6.1 Indemnity to principals clause.

**7. PRINCIPAL EXCLUSIONS**

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

**8. MAXIMUM DEDUCTIBLE THRESHOLD**

8.1 Not to exceed £5,000 for each and every third party property damage claim (personal injury claims to be paid in full).

**9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3**

9.1 Not applicable.

**PART B: PROFESSIONAL INDEMNITY INSURANCE****1. INSURED**

1.1 The Supplier.

**2. INTEREST**

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

**3. LIMIT OF INDEMNITY**

3.1 Not less than £1,000,000 or 125% of the annual Charges (whichever is the greater) that are payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) in respect of any one occurrence and in the aggregate per annum.

**4. TERRITORIAL LIMITS**

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

**5. PERIOD OF INSURANCE**

5.1 From the date of this Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the term of the Call-Off Contract or until earlier termination of the Call-Off Contract and (b) for a period of 6 years thereafter.

**6. COVER FEATURES AND EXTENSIONS**

6.1 Retroactive cover to apply to any claims made policy wording in respect of this Call-Off Contract or retroactive date to be no later than the commencement date of the Call-Off Contract.

**7. PRINCIPAL EXCLUSIONS**

7.1 War and related perils

7.2 Nuclear and radioactive risks

**8. MAXIMUM DEDUCTIBLE THRESHOLD**

8.1 Not to exceed £5,000 each and every claim.

**9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3**

9.1 Not applicable.

**PART C: UNITED KINGDOM COMPULSORY INSURANCES**

**10. GENERAL**

10.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

**Annex 6 – Supplier Code of Conduct**

(APPENDIX B OF THE FRAMEWORK AGREEMENT REFERS)

[\(Back to Contents\)](#)

May 2022: All CSSF Framework suppliers are advised that the FCDO has centrally updated its Supplier Code of Conduct. The most up to date version is available online along with supplier guidance and related FAQs.

<https://www.gov.uk/government/organisations/foreign-commonwealth-development-office/about/procurement#supply-partner-compliance>

In accordance with the CSSF Framework Agreement CPG/2350/2018, page 1, Section 1 “*The contract is based on the Department for International Development (DfID) standard terms and conditions and includes the Authority’s Supplier Code of Conduct, both of which will continue to be updated from time to time*” this CSSF Call-Off Contract now incorporates the updated Supplier Code of Conduct below.



Foreign, Commonwealth  
& Development Office

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

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

**Overarching Principles for Supply Partners**

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

**FCDO Supply Partner responsibilities**

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

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

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

<sup>1</sup> <https://www.gov.uk/government/organisations/foreign-commonwealth-development-office/about>

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

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

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

**Scope**

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

**1. Value for Money and Governance**

Key Performance Indicators KPI 1 a - c

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

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

**Specific requirements include:**

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

**2. Ethical Behaviour**

Key Performance Indicators KPI 2 a- f

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

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

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

- a) are directly involved in the management of a programme or procurement of services; or
- b) who engage with i) frontline FCDO staff ii) other deliverers of aid iii) beneficiaries (of aid)

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

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

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

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

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

Key Performance Indicators KPI 3 a – f

The FCDO requires full delivery chain transparency from all Supply Partners. All direct Supply Partners and their delivery chain partners must adhere to wider HMG policy initiatives including the support and capacity building of micro, small and medium sized enterprises (MSMEs), prompt payment, adherence to human rights and modern slavery policies and support for economic growth in developing countries.

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

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

- ✓ Provide assurance to the FCDO that the policies and practices of their delivery chain Supply Partners and affiliates comply with the Code;

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

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

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

Key Performance Indicators KPI 4 a – b

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

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

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

#### **5. Terrorism and Security**

Key Performance Indicators KPI 5 a – d

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

FCDO Supply Partners must maintain high levels of data security in accordance with the Data Protection Act 1998 and any subsequent regulations pursuant to this Act, or new Act and with the General Data Protection Regulation (Directive 95/46/EC).

#### **Specific requirements:**

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

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

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

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

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

## **6. Safeguarding, Social Responsibility and Human Rights**

Key Performance Indicators: KPI 6 a – d

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

### **Specific requirements:**

- ✓ 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.

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

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

<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>

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT****Annex 1a****Compliance KPIs and contractual checking mechanisms - FCDO Contracts**

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

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

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

<b>Contract Checks and Compliance KPIs</b>		<b>KPI target</b>	<b>Specific Contractual link</b>	<b>Checking mechanism</b>
<b>i.</b>	Declaration of acceptance of the FCDO Supply Partner Code of Conduct	Annual declaration submitted by contracted Supply Partner on behalf of delivery chain	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
	<b>ii.</b> 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>	VfM being maximised over the life of a contract  1. By confirmation of annual profit level fluctuations since tender submittal  2. by timely identification and resolution of issues  3. ensuring lessons learned are shared	Updated documentation submitted once annually	Contract T&Cs Clauses 15 & 20  Terms of Reference  Terms of Reference	Compliance checks  Annual contract review/programme management Compliance checks  Annual contract review/programme management Compliance checks

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

c)	<u>Tax Declaration (HMRC format)</u> <ul style="list-style-type: none"> <li>Tax the organisation paid on profits made in the last 3 years, and in which countries</li> <li>Compliance with relevant country level tax regulations fully understood and met</li> </ul>	Annually updated documentation submitted by contracted supplier and on behalf of delivery chain partners	Terms and Conditions Clauses 15, 23 & 24  Terms of reference	Annual return  Compliance checks
2. a)	<u>Ethical Behaviour</u>  Recruitment policy (which must address circumstances where there may be potential or actual conflict of interest)	Updated policy documentation submitted once annually by contracted supplier and on behalf of delivery chain partners	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 FCDO 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 FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance or any suspicions/allegations/concerns which relate to safeguarding to the Investigations Department at <a href="mailto:reportingconcerns@fcdo.gov.uk">reportingconcerns@fcdo.gov.uk</a> or on +44(0)1355 843747 2. Employees working on FCDO Contracts fully aware of the FCDO external website reporting concerns mailbox	Continuous awareness maintained  Procedure in place  Continuous awareness maintained	Terms and Conditions Clauses 6, 48 & 54    Terms and Conditions Clause 48	Annual return Compliance checks    Annual return Compliance checks
f)	Declarations of direct or subcontractor staff members proposed to work on FCDO funded business if employed by FCDO or the Crown in the preceding two years.  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  HMG <a href="#">business appointment rules</a>	Annual return Compliance checks  Contract management

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

<b>3.</b>	<b><u>Transparency and Delivery Chain Management</u></b>			
	<b>a)</b> IATI compliance for Supply Partner and their delivery chain Supply Partners	Updated documentation submitted once annually	Contract Terms and Conditions Clause 28	Tender evaluation  Periodic spot checks Compliance checks
	<b>b)</b> Up to date and accurate records of all delivery chain Supply Partners	Updated documentation submitted in accordance with Clause 26.7	Contract Terms & conditions Clause 9 & 28 Tender submittal – delivery chain	Annual return Compliance checks Contract management
	<b>c)</b> Policies and practices for the management of delivery chain partners and affiliates aligned to the FCDO Supply Partner Code of Conduct	Updated documentation submitted annually	Contract Terms & conditions Clause 7	Contract management processes Periodic spot checks Compliance checks
	<b>d)</b> Tax evasion, bribery, corruption and fraud -statements of assurance provided	Updated documentation submitted once annually	Contract Terms and Conditions 23 & 24	Periodic and annual return spot checks Compliance checks
	<b>e)</b> All delivery chain partner employees working on FCDO Contracts fully aware of the FCDO reporting concerns mailbox	Updated documentation submitted once annually	Contract Terms & Conditions Clause 48	Periodic and annual return spot checks
	<b>f)</b> 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
<b>4.</b>	<b><u>Environmental Issues</u></b>			
	<b>a)</b> 1.Steps in place to identify environmental risks (e.g. by maintaining a risk register) Ensuring legislative requirements are being 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>b)</b> Published annual environmental performance reports <b><u>Net zero by 2050 tracking</u></b>	Updated documentation submitted once annually	Contracts ToRs	Periodic and annual return spot checks
<b>5.</b>	<b><u>Terrorism and Security</u></b>			
	<b>a)</b> 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>b)</b> Certification at or above the level set out in the tender submittal	Updated documentation submitted if changes	Standard Selection Questionnaire (SSQ)	Annual return Compliance checks

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

		identified since tender submittal		
c)	Data managed in accordance with the FCDO Security Policy and systems in accordance with the HMG Cyber Essentials Scheme	Updated documentation submitted if changes identified since tender submittal	Contract T&Cs Clause 32 & 33	Compliance checks
d)	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 labour and ethical employment	Confirmation of UN Global Compact Membership	Standard Selection Questionnaire	Tender evaluation  Annual return Compliance checks
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 FCDO 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)	Recognition of the ILO standards  Membership of Ethical Trading Initiative (ETI)	Membership number		Compliance checks
d)	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  Updated documentation	Contract T&Cs Clause 50	Annual return  Compliance checks  Annual checks Compliance checks  Tender evaluation

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

	3.Level of commitment in relation to the Contract evident in delivery practices in line with the workplace and community guidance provided in the FCDO Supply Partner Code of Conduct Annex 2	submitted annually		Compliance checks
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**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:

<p style="text-align: center;"><b>In the workplace</b></p> <ul style="list-style-type: none"> <li>• by providing safe and healthy working conditions</li> <li>• by guaranteeing freedom of association</li> <li>• by ensuring non-discrimination in personnel practices</li> <li>• by ensuring that they do not use directly or indirectly forced labour or child labour</li> <li>• by providing access to basic health, education and housing for the workers and their families, if these are not provided elsewhere</li> <li>• by having an affirmative action programme to hire victims of domestic violence</li> <li>• by making reasonable accommodations for all employees' religious observance and practices</li> </ul>
<p style="text-align: center;"><b>In the community</b></p> <ul style="list-style-type: none"> <li>• by preventing the forcible displacement of individuals, groups or communities</li> <li>• by working to protect the economic livelihood of local communities</li> <li>• 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</li> <li>• 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</li> <li>• 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</li> <li>• 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</li> <li>• 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</li> </ul>

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

[\(Back to Contents\)](#)