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File Ref: PO 7590

Date: 6th August 2018

Contract Amendment No: 1

CONTRACT FOR: Sierra Leone Secondary Education Improvement Programme (SSEIP)

CONTRACT NUMBER: PO 7590

With reference to the contract dated 7th November 2016, both Parties have in principle agreed to the following variations to the Contract:

Section 1 - FORM OF CONTRACT

4. Financial Limit

DELETE: Payments under this Contract shall not, in any circumstances, exceed £33,242,882.74 inclusive of any government tax, if applicable (the "Financial Limit").

INSERT: Payments under this Contract shall not, in any circumstances, exceed £37,995,495 inclusive of any government tax, if applicable (the "Financial Limit").

Section 3 – TERMS OF REFERENCE

INSERT: Supplementary Section 3 – Terms of Reference as attached.

Section 4 – SPECIAL CONDITIONS

2. Additional documents to be included in the Contract

INSERT: 8th June 2018 – agreement on Medical Benefit Policy reimbursement.
3rd July 2018 – revised commercial pro forma.

3. Key Personnel

DELETE: Existing Key Personnel list

INSERT: [REDACTED]
[REDACTED]

[REDACTED]

Section 5 – SCHEDULE OF PRICES

DELETE: Existing Section 5 - Schedule of Prices in its entirety.

INSERT: Section 5 - Schedule of Prices as attached.

2. These amendments relate to an increase in the financial limit to allow the continuation and expansion of the programme.

3. Please confirm in writing by signing and returning one copy of this letter, within **15 working days** of the date of signature on behalf of DFID that you accept the variation[s] set out herein.

4. The Contract, including any previous variation, shall remain effective and unaltered except as amended by this letter.

5. Words and expressions in this letter shall have the meanings given to them in the Contract.

Signed by an authorised signatory for and on behalf
of the Secretary of State for International Development

Name: [

Position:

Signature:

Date: [

Signed by an authorised signatory for and on behalf of
the Supplier

Name: [

Signature:

Date: [

Enc

TERMS OF REFERENCE

PO 7590 – Leh Wi Learn

Introduction and Context

1. DFID Sierra Leone is implementing a programme of support to the education sector – the Leh Wi Learn - Sierra Leone Secondary Education Improvement Programme (formerly Sierra Leone Secondary Education Improvement Programme (SSEIP) over five years, 2016/17 to 2020/21. Leh Wi Learn is a £62.5 million programme which seeks to support the Ministry of Education, Science and Technology (MEST) to improve learning outcomes for boys and girls at secondary level and to increase the enrolment, retention and well-being of girls in secondary school. The rationale for the programme is clearly set out in the Business Case (Annex A). The programme has five outputs and these are summarised below.

a) **Support for girls and children with disability to be in secondary school and safe.** Working closely with the MEST, District Departments of Education (DDE), Local Councils (LC), the network of Paramount Chiefs (PC), schools and communities, the programme will:

- Ensure schools are held to account by the Government and community for the safety of girls and children with disability in school.
- Support all non-private JSS and SSS to deliver on school safety initiatives that protect girls and children with disability.
- Ensure teacher practice is gender and children with disability responsive and improves learning outcomes for girls and children with disability.
- Support girls access to family planning services and delivery of the sexual health curriculum as committed to as part of the Family Planning Summit 2017.

b) **Improve learning conditions in schools.** The programme will assist both central and local government by providing technical assistance, delivering directly, contracting others and financing MEST activities to deliver on shared priority areas including:

- Develop structured teaching and learning materials in Maths and English.
- Support teachers effectively use the developed lesson plans and student handbooks to improve Maths and English results
- Introduce teaching at the right level – through streaming students
- Remedial classes for students behind appropriate grade and for students on entry to JSS

c) **Strengthen MEST capacity to plan, monitor and manage service delivery.** We will continue to strengthen the real-time monitoring system to assess

progress on core indicators at school level, including girls' participation and welfare. Under the direction of the Minister of Education, data will be used to present a regular dashboard of progress which will be used drive progress in under-performing districts, as well as recognise success.

- d) **Strengthen District capacity to hold schools and teachers to account.** The delivery of education at decentralised levels is the responsibility of the District Department of Education and Local Councils. Leh Wi Learn will support the capacity for planning, coordination and monitoring (including of value for money) through the provision of staff time, equipment, and training. In particular, we will work to enable districts to both hold schools and teachers to greater account, as well as to enable them to provide better levels of support. This should include increasing support and engagement with the District Council to exercise their oversight role in regards to accountability of education delivery.
- e) **Improved understanding through monitoring, research and learning.** In addition to routine monitoring of programme activities and effect, Leh Wi Learn will undertake specific research activities into key aspects of the programme to assess effectiveness. This will include annual rapid assessments of pupils' learning. We will ensure that findings of such work are disseminated through learning events. All research will need to be gender and disability disaggregated to district level.

2. The programme was designed in the context of Sierra Leone's recovery from Ebola. The initial 15 months of the programme supported the President's Recovery Priorities in which education was one of five priority sectors. These Recovery Priorities built on the successes of the initial 9 month recovery programme which saw the re-opening of schools after their closure during the state of emergency from August 2014 to April 2015.

3. Much of the support to the recovery was delivered through a combination of accountable grants which were implemented by NGO consortia and contracts with private providers. These focused on classroom construction, the provision of English and maths lesson plans for all primary and secondary school teachers, and payroll cleaning. These either have closed or are due to close.

4. Cambridge Education (a subsidiary of Mott Macdonald) were contracted through open competition to deliver outputs 2 – 5 above for the period March 2016 – March 2021. The Cambridge team are embedded in the Ministry of Education and have been focused on supporting teachers to deliver the lesson plans and to strengthen district capacity. They have also implemented a baseline learning assessment in English and maths in a sample of junior and senior secondary schools. Other plans include developing student handbooks in English and maths for secondary school students to further support student learning.

[REDACTED]

[REDACTED]

[REDACTED]

THE REQUIREMENT

8. This costed contract extension is for a Cambridge Education to manage the implementation of all five outputs of Leh Wi Learn. Further details are given in the section entitled SCOPE below.

9. This terms of reference cover the period May 2018 – July 2021. Milestones have been agreed with Cambridge Education for the period to the end July 2018. The milestones will be agreed annually and this means by the end of July 2018 the workplan and milestones until July 2019 will have been agreed (including for output 1). The central priorities of girls' education and learning at the secondary level will always remain. The programme should build on the experience of the President's Recovery Priorities for education and the education sector plan; and results of the learning survey should be used to inform the programme implementation and design.

CONSTRAINTS AND INTERDEPENDENCIES

This is the first time that DFID have used a supplier to manage an education programme in Sierra Leone; previous programmes have been implemented largely through accountable grants with NGOs and Contribution agreements with multilaterals. Cambridge education are now well integrated into the Ministry of Education and have developed excellent relationships. However, the Ministry has an excellent relationship with UNICEF and they are recognised as a leader in girls' education. The switch from a UNICEF delivery of output 1 to Cambridge Education will therefore need to be handled carefully with all the key stakeholders.

10. Through phase 1 of this programme it has become clear that school fees are the major barrier for many girls attending secondary school. The Government of

Sierra Leone is publically committed to paying some terms fees for girls in junior secondary schools but payments are often not forthcoming. A major policy push with the new government will be reducing this barrier to girls education.

11. The MEST is likely to have a change of political leadership because of the 2018 election. The relationships with the civil service will be extremely important to manage the transition. The programme will need to be flexible and adaptable to adjust to the changing needs of the government.

DURATION AND BUDGET

12. DFID has appointed Cambridge Education in a consortium [REDACTED] [REDACTED] whose inputs have now ceased) to deliver the services outlined in this document. The contract commenced in the final quarter of 2016. The current contract is £33.3 million and it has been agreed that the budget ceiling for the coted extension will take the budget up to but not exceeding £38.3 million.

13. This original contract was for a period of 54 months and comprised three key phases with annual break points (see para 19 below):

- i. COMPLETE - a three month inception phase;
- ii. COMPLETE - an initial implementation phase encompassing the period of the President's Recovery Priorities for education (May 2016 to June 2017) and the immediate transition to the post recovery period (from mid-2017 onwards);
- iii. a break point will be included annually in August until project closure on 31 March 2021.

14. The Contract may be extended for a further 6 months solely at DFID's discretion and subject to the satisfactory performance of the Supplier.

RECIPIENT

15. The recipient of the services provided will be the Government of Sierra Leone's Ministry for Education Science and Technology (MEST) and associated agencies at central and decentralised levels.

SCOPE

Programme Management and Direction

16. Establish effective and inclusive (of MEST, Districts, and implementing partners) structures and routines of quarterly and annual programme planning, monitoring as well as narrative and financial reporting.

17. Maintain effective quality assurance procedures that ensure both timely and effective delivery of results through effective supervision and assessment of

activities, including proper fiduciary oversight to ensure that outputs are being delivered according to contractual requirements.

18. Provide the necessary technical expertise needed to deliver the programme, including contracting and managing other implementing partners to ensure timely and cost effective delivery of services related to all five outputs. Provide appropriate technical support to ensure all work is of high quality and delivers optimal value for money.

19. Ensure the programme has a robust monitoring and evaluation (M&E) plan capable of collecting and analysing data in a systematic way, and that this is used as the basis to monitor progress against programme output and outcome targets, and can be used to inform DFID's Annual Review and Project Completion process.

20. Develop and implement measures to assess Value for Money (VfM) across the programme.

21. Manage programme risk through further development of the risk analysis contained within the Business Case and maintaining a risk register, updated quarterly.

22. Ensure principles of "do no harm" are rigorously applied across all programme areas, to ensure that possible unintended consequences of actions are identified at the outset and kept under constant review.

23. Ensure considerations of equity and inclusion are applied in all decisions on programme activities and resource allocations, including the educational needs of children with disabilities.

24. Establish and maintain an effective technical presence at MEST. Flexibility and responsiveness are essential.

25. Ensure that the programme is informed by latest research and establish a clear approach to lesson learning within the programme to inform decisions and actions.

26. Establish and maintain an appropriately staffed support office to manage all project related logistics, including accounts, financial forecasting and reporting, contracting and procurement, accommodation, transport and travel arrangements.

Coordination

27. Establish and support effective programme coordinating mechanisms, as outlined in the Management Case.

28. Ensure regular and effective programme coordination with other implementing partners, engaged to deliver specific activities under Leh Wi Learn.

29. Ensure effective wider coordination with other programmes and development partners working in education, adolescent girls and governance, including but not limited to the GPE, the World Bank (decentralisation and education programmes), the EU, DFIDs Girls Education Challenge project, SABI, Pay No Bribe and SAGE.

30. Maintain effective links with NGOs who are active in education throughout Sierra Leone, many of whom provided essential support to the early recovery programme and continue to be important players in service delivery in education as well as other sectors.

Project Outputs

31. For outputs 2-5 for the period September 2017 – July 2018 please refer to the Cambridge Education implementation workplan (annex A). Output 1 will have a small inception period May – July 2018 during which time the full work plan will be agreed alongside the existing workplan for outputs 2-5 for the period August 2018 – July 2019. After that, the workplan for all five outputs will be agreed for each subsequent school year by the August before the school term starts.

Project Output 1

32. Output 1 will build on the successes within the [REDACTED] Girls Access to Education project (GATE) which is due to close in August 2018. It will be implemented in all government and community junior secondary schools and Senior Secondary Schools in Sierra Leone. It will begin implementation in every school from the beginning of September 2018 when schools reopen. Implementation will continue until the end of the programme in March 2021.

33. Output 1 will expand from being only focused on girls to targeting girls and children with disability in mainstream education.

34. The Output 1 work plan for August 2018 – July 2019 will be agreed during the inception period May 2018 – July 2018. Output 1 will:

- Ensure schools are held to account by the Government and community for the safety of girls and children with disability in school
 - Support all non-private JSS and SSS to deliver on school safety initiatives that protect girls and children with disability
 - Ensure teacher practice is gender and children with disability responsive and improves learning outcomes for girls and children with disability
-

- Support girls access to family planning services and delivery of the sexual health curriculum as committed to as part of the Family Planning Summit 2017.

35. It will deliver these priorities through:

- a) Continuing and building on the work UNICEF have started working on school leadership training, school management committee training; training of school mentors; and girls clubs. This work though would be integrated beyond girl's safety in school but to include children with disability and wider issues that need to be addressed to improve learning in school.
 - b) Expanding their current teacher coaching and training which is focused on improving teaching to include training on supporting girls and children with disability to be safe and succeed in school.
 - c) Supporting and training principals and school management committees to be able to effectively use and implement the GATE produced School Safety Guides. When reports of abuse occur, support schools to handle the allegation as outlined in the school safety guide, ensure that relevant authorities are informed of the abuse and push for a legal response if necessary.
 - d) Providing performance based funding for secondary schools to implement programmes of support for girls and children with disabilities, including things such as bursaries, teaching aids, school uniforms, learning materials and provision of simple infrastructure. Consider the introduction of a school score card to guide the focus of performance based funding.
 - e) Strengthening girls clubs by including buddy study clubs for girls and children with disability to support peer mentoring aimed at academic support as well as providing pastoral care/role modelling regarding personal and social issues. This would be complemented by the broader remediation support that Leh Wi Learn is introducing for girls and boys using technology and setting classes by ability.
 - f) Supporting MEST to implement the Comprehensive Sexuality Education part of the curriculum potentially through scaling up and strengthening the existing Comprehensive Sexuality Education training to Junior Secondary School and Senior Secondary School teachers.
 - g) Building strong links between schools and reproductive health services providers through DFID Savings Lives to ensure education is matched with access to services such as family planning.
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h) In areas where GEC operates, ensure a single approach which sees Leh Wi Learn only delivering where there are clear gaps. In areas where SAGE operates engage with them to streamline the reintegration of girls into school.

Contract Structure

36. The current Programme comprised of a three month Inception Phase followed by a fifty-one month Implementation Phase. The work plan and budget for the first year was confirmed during the three month inception phase. The contract was awarded for the full period of 54 months with two break points. The first of these has passed and the second will be at the mid-point to the programme in the final quarter of 2018, or at latest the first quarter of 2019.

37. This costed extension will be for the period May 2018 – March 2021 (with the possibility of a 6 month extension). Other aspects of the contract structure remain the same.

38. Supplier performance against agreed milestones will continue to be assessed through quarterly review meetings between the supplier and DFID, as well as during Annual Reviews throughout the whole contract period.

39. DFID shall, as a condition of proceeding from one phase to the next, have the right to request changes to the Contract, including the Services, the Terms of Reference and the Contract Price to reflect lessons learned, or changes in circumstances, policies or objectives relating to or affecting the Programme.

DFID Co-ordination

40. Cambridge Education will continue to report to the Senior Education Adviser and Policy Adviser, Basic Services Team in DFID Sierra Leone.

Reporting and Governance

41. Cambridge Education has developed and agreed with DFID both quarterly and annual narrative and financial reporting formats that capture progress towards outputs and outcome. These will now include output 1.

42. Reports are addressed to the Minister of Education, GoSL and sent via DFID's Senior Education Adviser and Policy Adviser. Reports include, *inter alia*,

- a) Progress against work plans;
 - b) Budget and actual expenditure linked to outputs and monthly updated forecasts;
 - c) Updated risk matrix;
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- d) Challenges and other issues likely to impact on the programme.

Performance Requirements and Payment

43. Cambridge has been engaged under a performance based contract.
44. Payments on the contract are paid upon satisfactory achievement of agreed outputs and/ or approval of agreed contract deliverables. Payment schedules for delivering the contract have already been agreed. The payment schedules include clear and measurable success criteria which will form the basis for triggering payments.
45. The proposals demonstrate a balance between risk and reward with progressively more challenging results as the programme matures, with a particular focus on improving learning outcomes. DFID will be looking for proposals with robust arrangements for ensuring performance monitoring, accountability for delivering VFM (including on the equity dimensions of VFM), incentives for delivering results, innovation and collaboration with other education programmes in Sierra Leone.
46. Cambridge submits their application for payment to DFID, including all relevant substantiation and evidence to demonstrate achievement of the outputs and/or milestones as included in the contract. No payment shall be made for deliverables without prior DFID approval and verification of completed work.
47. Milestones can be for work delivered within a quarter or longer period as agreed with DFID. The performance milestones are agreed in August of each year to cover the whole school year and added to this contract amendment. Changes to the milestones can be made within the year if in advance of the milestone period and agreed by DFID.

Milestones will be negotiated separately and included in the costed extension contract.

End of Contract Activities

48. Three (3) months before the expiry date of the contract Cambridge Education will prepare for DFID Sierra Leone's approval a draft Exit Plan which shall include:
- a) A disposal plan for all assets procured throughout the lifetime of the programme in accordance with DFID procedures on asset management and disposal;
 - b) Addresses any material items that are necessary or desirable for the continued co-operation of the UK Government with Sierra Leone after the contract ends;
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- c) The supplier's plans on co-operating to ensure the smooth transfer of responsibilities from the supplier to any persons or organisation taking over such responsibilities after the contract ends;
 - d) The supplier's plan to deliver to DFID (if requested or as otherwise directed by DFID) prior to the contract end date (or termination of the contract), any finished work or unfinished materials or work-in-progress which relate to the contract;
 - e) The supplier's plans to provide DFID SL before the contract ends a summary of the status and next steps in relation to any on-going projects or other material and unfinished activities being conducted or monitored by the supplier;
 - f) The return by the Supplier of all Confidential Information to DFID before the contract end date;
 - g) Allow for a period of up to sixty (60) days after the contract end date (or termination date) for the exit process to be properly implemented.
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1. 23 *Duty of Care*

DFID Sierra Leone Summary Risk Assessment Matrix

Theme	DFID Risk score	
Country/Region		June 2016 assessment
OVERALL RATING¹		3
FCO travel advice		3
Host nation travel advice		N/A
Transportation		4
Security		3
Civil unrest		3
Violence/crime		3
Terrorism		2
War		1
Hurricane		1
Earthquake		1
Flood		2
Medical Services ²		3

June 2016

1 Very Low risk	2 Low risk	3 Med risk	4 High risk	5 Very High risk
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The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value.

In Freetown only. Outside of Freetown the risk rating is a 4

June 2016 assessment

¹ The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value.

² In Freetown only. Outside of Freetown the risk rating is a 4

June 2016 assessment

Section 5 - SCHEDULE OF PRICES

PO 7590 – Sierra Leone Secondary Education Improvement Programme

SCHEDULE OF PRICES

1. It is a requirement that all invoices are presented in the format of the payment basis, and in the case of Fees and Expenses only those categories defined are separately identified. Only one invoice per period, as defined in Section 2, paragraph 19, or in Section 5 Outputs Payment Proposal should be submitted.

2. Expenses (Variable)

The amount of expenses is shown separately in Proformas 1 to 5 attached, and reflects the financial ceilings within each category. Only expenditure actually incurred will be reimbursed, and receipts for expenditure incurred may be required before any payment is made under this contract.

3. Milestone Payments (Supplier proposed % of fees linked to milestone delivery)

The amount to be paid for the completion of the services is up to a maximum of £37,995,495 including any government taxes.

Payment will be made on satisfactory performance of the services, at the payment points defined in Proforma 4 – Output Payments Proposal attached. With Fees fixed for Inception and Implementation, expenses variable based on reimbursables.

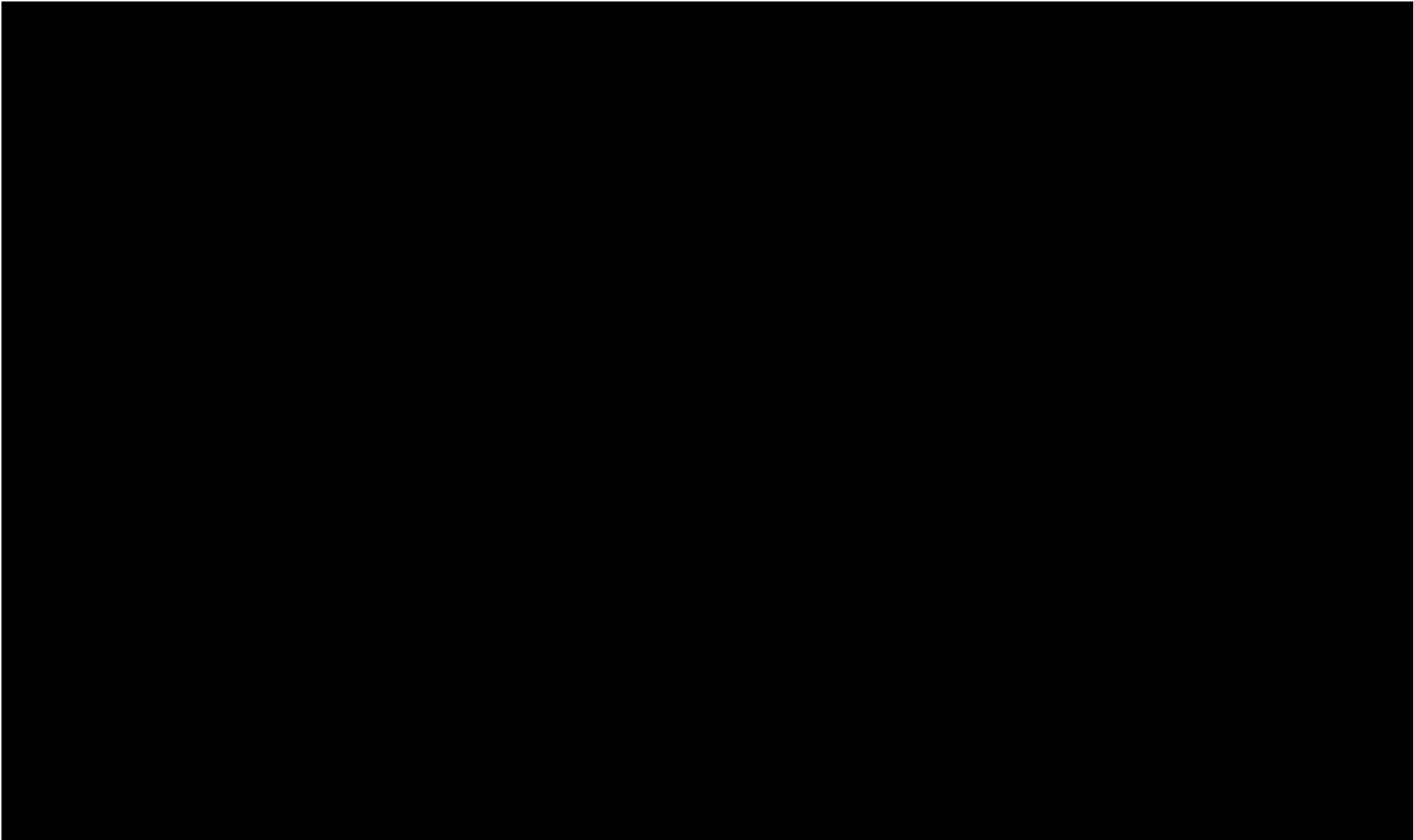
4. Payment Model

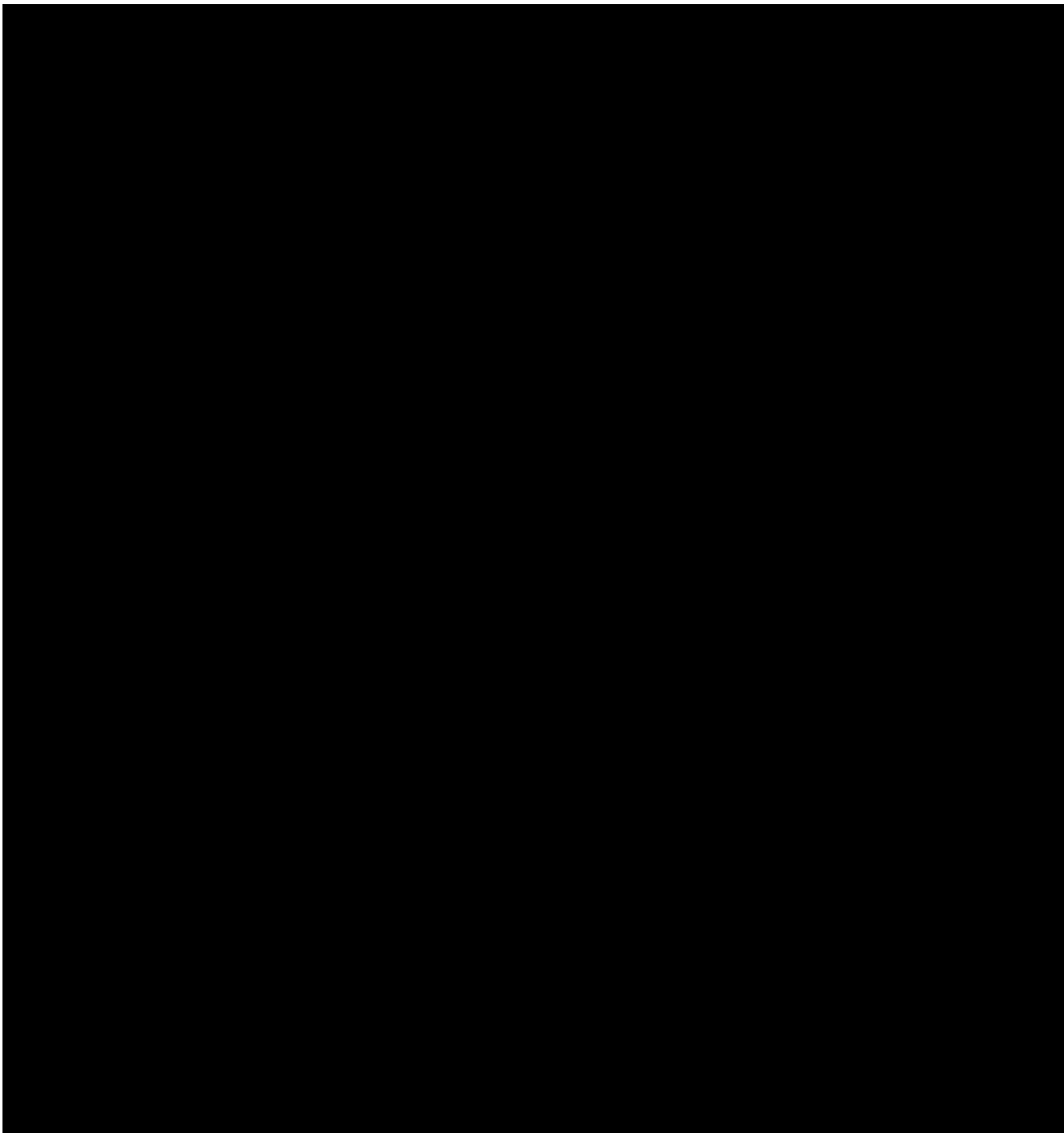
For the Inception Phase payment will be made on fixed Fees and variable Expenses (up to the limit shown) as per the Proforma 4 on a monthly basis. In addition there will again be a quarterly retention of labour fees attach to the set deliverables for each quarter stage. This retention will be 25% of labour fees for each quarter.

5. Value for money

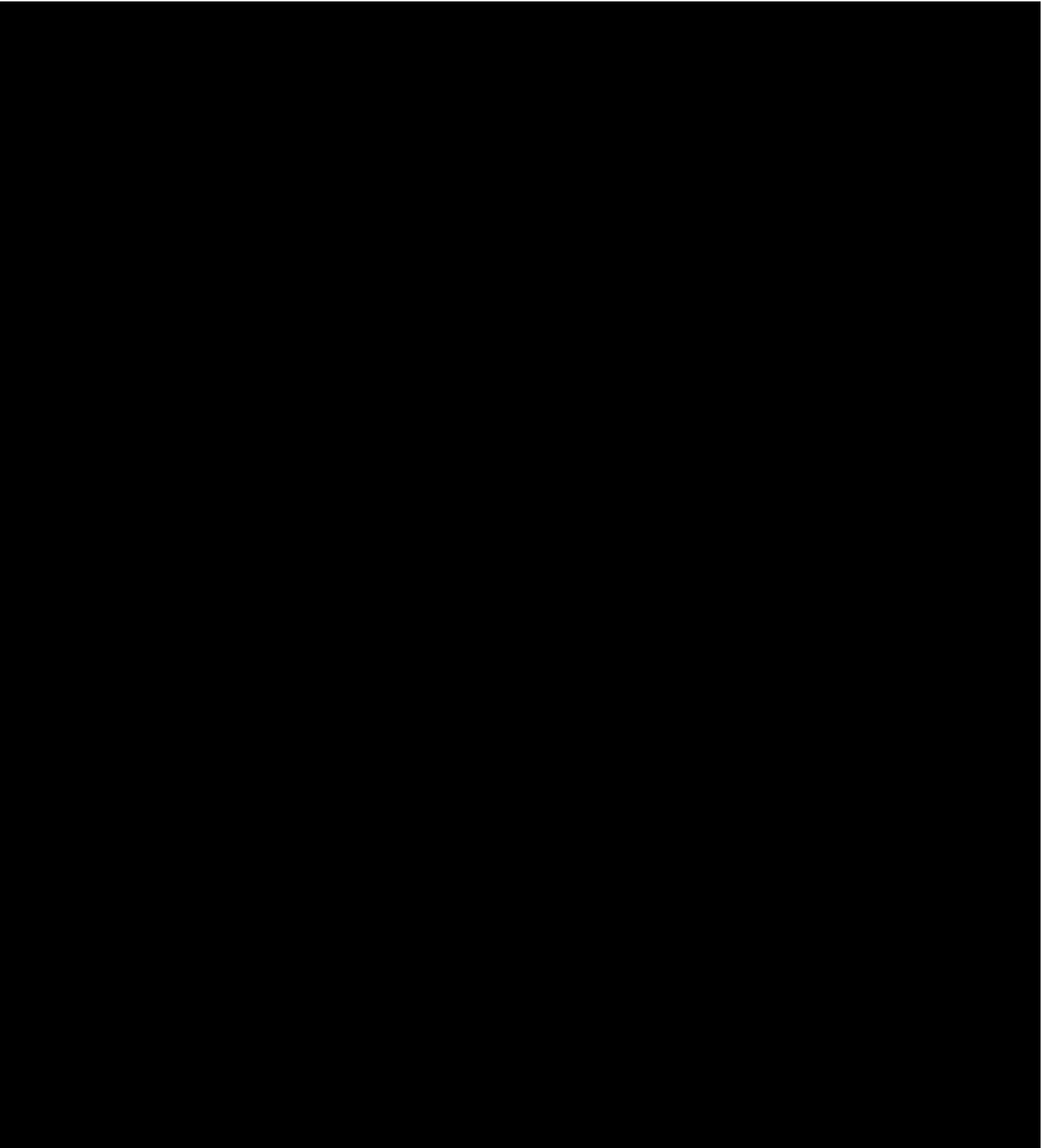
Proforma 6 details the Value for Money Savings in respect of this contract.

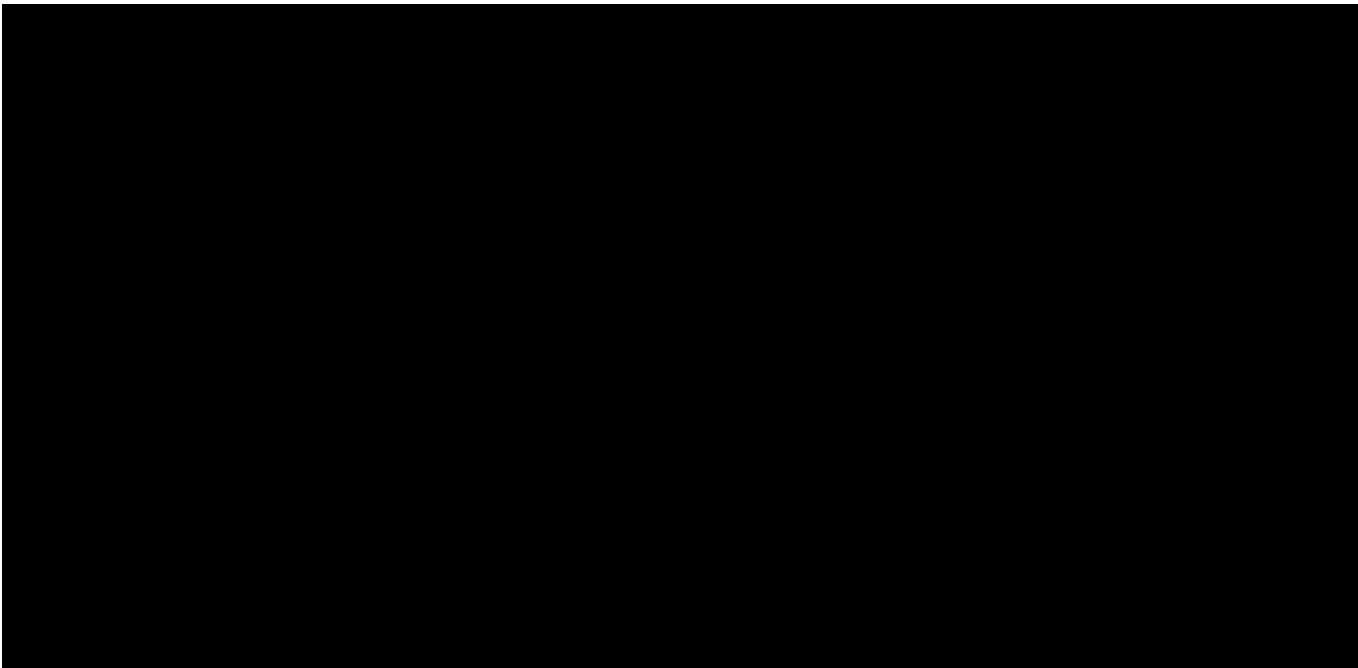
(September 2017)

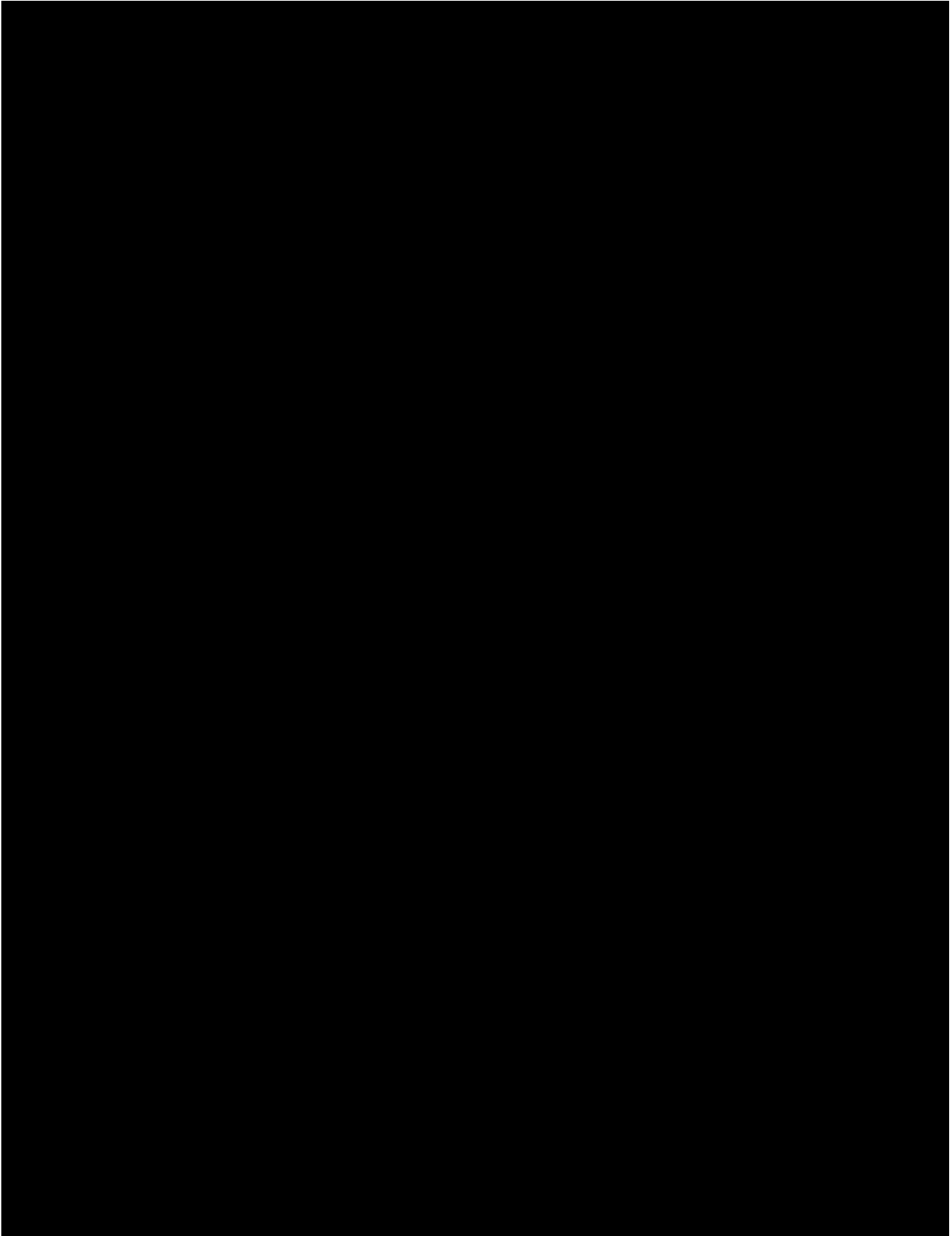


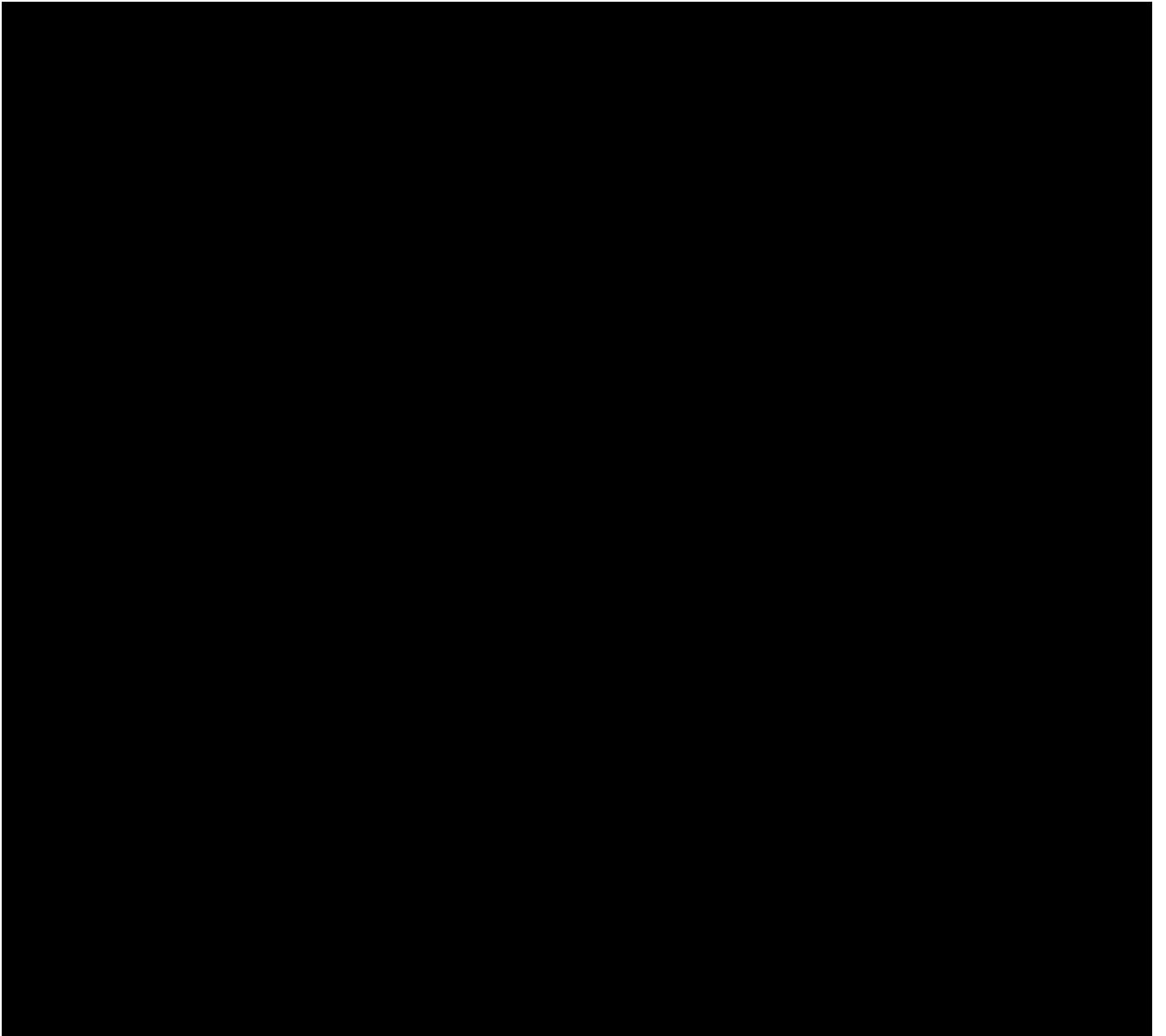














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Mon, 06 Aug 2018 14:28:08 Ema No fca on sen o **Richard Lister**

Mon, 06 Aug 2018 14:28:08 **Ainsley Ritchie** Crea ed he Documen

