



Foreign, Commonwealth & Development Office



Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: Palladium International Limited

Framework Agreement for: General Economic Development Framework (GEDF)

Framework Agreement Purchase Order Number: PO 8126

Call-down Contract For: MOBILIST Product Platform

Call – down Project Number: PROJ10168

Contract Purchase Order Number: PO 10067

I refer to the following:

1. The above-mentioned Framework Agreement dated 8th February 2019;
2. Your proposal of 11th December 2020 (Annex C) REDACTED

and I confirm that FCDO requires you to provide the Services (Section 4, Appendix A, Annex A), under the Terms and Conditions of the Framework Agreement which shall apply to this Call-down Contract as if expressly incorporated herein.

1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than 7th May 2021 ("the Start Date") and the Services shall be completed by 31st March 2026 ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.
- 1.2 FCDO and the Supplier have agreed that from the 7th May 2021 to 31st May 2021, the Supplier will provide a limited role; for pre- inception and lesson learning from the infrastructure competition which commenced February 2021, and have reached mutual agreement on the formal Inception phase, which will cover the period from 1st June 2021 to 31st August 2021.

2. Recipient

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

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £5,200,000.00 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.
- 3.2 When Payments shall be made on a 'Milestone Payment Basis', the following Clause 22.3 shall be substituted for Clause 22.3 of the Framework Agreement.

22. Payments and invoicing instructions

22.3 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory



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performance of the services, at the payment points defined as per schedule of payments. At each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of FCDO.

When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 22.3 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

4. FCDO Officials

4.1 The Project Officer's:

REDACTED

4.2 The Contract Officer is:

REDACTED

5. Key Personnel

REDACTED

6. Reports

6.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Section 4, Appendix A, Annex A.

7. Break Clause

7.1 The contract will be issued for the full programme duration. There will be 3 formal review points; break clauses will be incorporated to coincide with the supplier's performance at the end of the Inception Phase (3 months), at 18 months of implementation period and a further break clause at 36 months implementation period (i.e. 6 months following the relevant annual review). A decision at the end Year 4 will be taken as to the viability and budget of the final year of programming. These formal review points will also provide an opportunity for FCDO and the Supplier to discuss approach as programme develops and allow the Supplier to use 'lessons learn' to adapt if necessary. Otherwise, the contract will be managed and monitored continuously, checking the supplier's performance on outputs against workplan agreed with FCDO. These dates and programme budget are subject to validation in any HMG Spending Review (SR).

8. Scale Up/ Scale Down

8.1 The contract will allow for flexibility to adapt to changes that occur during the life of the programme. Following FCDO reviews, FCDO shall reserve the right to scale the requirement up or down over its lifetime to include potential changes to programme scope, geographical and country reach (where appropriate) whilst remaining within the contract financial limit. Any such changes will be fully communicated to the Supplier and implemented in accordance with the terms and conditions and procurement regulations.



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9. Flexibility and Transformation Options

- 9.1 There is flexibility to extend the duration of the contract should the Supplier and FCDO agree this is needed. With agreement of both FCDO and the Supplier the contract may be extended by up to one-year in duration and/or increased in value (by up to 20%).

10. Insurance

- 10.1 REDACTED

11. Section 2 – Framework Agreement Terms and Conditions

- 11.1 REDACTED.

12. Call-down Contract Signature

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

No payment will be made to the Supplier under this Call-down Contract until a copy of the Call-down Contract, signed on behalf of the Supplier, returned to the FCDO Contract Officer.

Signed by an authorised signatory
for and on behalf of
The Secretary of State for Foreign,
Commonwealth and Development Affairs

REDACTED

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

REDACTED

TERMS OF REFERENCE

MOBILIST PRODUCT PLATFORM

PROJ10168

BACKGROUND

1. The UK's Foreign, Commonwealth & Development Office (FCDO) is an HMG Department whose purpose is to reduce poverty in developing countries and help achieve the Sustainable Development Goals (SDGs).
2. Mobilising private finance and transforming the role that institutional capital plays in bridging the SDG financing gap is a critical policy agenda for the Foreign, Commonwealth and Development Office (FCDO). Mobilising private capital into climate investments is also one of our COP26 objectives for 2021.
3. Our work on Mobilisation encompasses programmes with and through the Multilateral Development Banks (MDBs), Development Finance Institutions (in particular CDC and the Private Infrastructure Development Group (PIDG)) and financial sector programmes such as Financial Sector Deepening Africa (FSDA)¹. FCDO also has ambitious plans for a multi-year mobilisation facility, covering both public and private markets, and MOBILIST is the first element of this mobilisation platform strategy.
4. Developing countries continue to face significant shortfalls in their private (and sovereign or public) sector financing needs. Taken together, financing needs are about \$2.5trillion a year, \$1.4trn of which is needed for Low and Low Middle-Income countries.
5. Overall, the financing for development architecture is not channelling resources to LDCs effectively or at the scale and speed needed to leave no one behind². The international community too, has fallen behind schedule, endangering achievement of the commitments. This gap already accounts for all funding flows from multilateral development institutions and banks, bilateral development agencies, governments and other official sources.
6. Mobilisation of private additional finance³ is the only way to meet the investment need. Most institutional investors possess structurally long-term balance sheets

¹ MOBILIST's focus on public market instruments complements the suite of financial instruments FCDO currently deploys to address the SDGs financing gap, including early stage financing, financial inclusion and capital market development and macroeconomic policy support.

² <https://www.oecd.org/development/blended-finance-in-the-least-developed-countries-2019-1c142aae-en.htm>

³ The OECD employs a broader definition that extends beyond concessional finance, as follows: "The strategic use of development finance for the mobilization of additional finance towards the SDGs in developing countries", where "additional finance" refers primarily to commercial finance that does not have an explicit development purpose. "Development finance" is taken to include both concessional and non-concessional resources. Note: For more background, see (OECD, 2018[3]), "Blended finance Definitions and concepts", in Making Blended Finance Work

that can naturally hold long-term sustainable debt related or linked to sustainable assets. Among institutional investors are pension funds, insurance companies, investment funds, sovereign wealth funds, public pension reserve funds, foundations, endowments and other forms of pooled institutional savings.

7. Still, Emerging and Frontier Markets have so far managed to attract a very small percentage of the estimated \$90-\$150 trillion of assets under management by institutional investors globally.
8. FCDO intends to contribute to meeting the SDG financing gap by working with institutional investors and mitigate the risk associated to investing in Emerging and Frontier markets. OECD institutional investors manage up to US\$84 trillion⁴ in assets and asset owners – and OECD-based asset owners alone manage around US\$54 trillion.⁵ London alone is home to £7.7 trillion in international capital and presents a huge financing opportunity for the SDGs and Climate focussed Funds. If only a fraction of the asset under management in the UK could be directed – productively – to developing countries, this would have a significant demonstration effect across global financial centres addressing the behavioural and structural barriers that are preventing the flow of SDG-capital at scale.

TENDER SPECIFICS

9. FCDO seeks to appoint a qualified supplier to manage the ‘product’ component of the MOBILIST programme. The product platform is a key element of MOBILIST and will be implemented over 4 years and 11 months from May 2021 to March 2026.
10. The maximum value of the contract for services is £5,200,000.00 exclusive of all applicable taxes.

RECIPIENT

11. The main recipient of the services is FCDO, and the MOBILIST programme, including the governance mechanism in the form of the MOBILIST Steering Committee. Most of MOBILISTs work and outputs will be open-sourced, and widely available to policy makers, investors and the market at large.

MOBILIST

for the Sustainable Development Goals, <https://doi.org/10.1787/9789264288768-7-en> Source: (UNCDF, 2018), Blended Finance in Least Developed Countries, <https://www.uncdf.org/bfids/home>

⁴ Including investment funds and asset managers

⁵ Including OECD asset owners (Pension funds insurance companies, and global public pension reserve funds), and excluding investment funds, as of December 2016. Source: OECD Global Pension Statistics, Global Insurance Statistics and Institutional investors databases and OECD staff estimates.

12. 'Mobilising Institutional Capital Through Listed Product Structures' ([MOBILIST](#)) is FCDO's first programme targeting listed markets for their potential to mobilise large scale investment flows.
13. MOBILIST seeks to partner with the financial services industry in developing listed products that can intermediate this capital, and in a form that responds to the prudential regulations and investment models that today define the scope of opportunity for institutional capital.
14. MOBILIST supports HMG's ambition to position the City of London as one of the world's most major development finance hubs.
15. Partnering with UK and overseas-based financial institutions, FCDO's ambition is to invest up to £90m into helping address the financing gap. Outputs include 5 new listed products⁶ (subject to a successful competition(s)), which must have the ability to list on major and or local exchanges and be easily replicable in the market. These products will demonstrate the opportunity and begin to address the critical barrier of information asymmetry, helping to grow investment choices and bring greater transparency to price and risk for investors that will be needed if large flows of institutional capital to bridge the SDG financing gap are to be possible.
16. With FCDO capital or technical assistance, our support will enable the critical 'nurturing' phase for these new funds whose ambition is to list. The absence of investment capital to help incubate products with a strong development focus is identified as a priority focus for the programme. Building a track record in relation to the risk return profile and demonstrating the ability to source assets and recycle capital during the nurturing phase are thought principal obstacles to listing and to attracting volumes of institutional capital for the SDGs.
17. MOBILIST represents an evolution in FCDO's approach to mobilising private investment, as the programme focuses on supporting investment products that can help with price discovery and serve as demonstration effect in public markets with none or only very limited use of concessional finance. The products supported by MOBILIST need to be viable investment opportunities in their own right, and at the same time contribute to systemic change in secondary market that over time, can mobilise billions of pounds of funding for poverty reduction and SDG delivery⁷.
18. Through policy advice, technical assistance and capacity building, MOBILIST will support UK and other country efforts to increase available resources and spend them effectively.

PRODUCT PLATFORM - PROJECT AIMS AND OBJECTIVES

19. In the second half of 2021, FCDO will initiate a Mobilisation Product work stream to address one of the most compelling issues preventing capital

⁶ Products are defined as investment instruments, like funds or bonds, or could include platforms that serve a similar purpose. We do not include new 'institutions' in the definition.

⁷ For background, see Annex E "Frontier Markets Mobilisation: Facility Structure and Assets Study," and for indication products, Table 1

formation in public markets for SDG financing, namely the dearth of suitable listed products to channel institutional capital to the developing world.

20. The Product Platform is a central focus of this workstream, and runs in parallel to a series of other MOBILIST workstreams over the life of the programme⁸, which together, will constitute an ambitious programme of investment, technical assistance and policy coordination around public market capital intermediation for SDG financing.

21. The objectives of the Product Platform are to:

- i. Take wide financial market soundings to explore the range of investment products and platforms that can best respond to market need for new product listings that would support SDG financing at scale;
- ii. Identify 4 – 5 priority products that MOBILIST can support to listing, either in the UK, and/ or on a local exchange⁹ using a strategic approach that seeks over the period to create a portfolio of products that further the policy ambitions of MOBILIST;
- iii. Work with the wider MOBILIST programme to bring these products through the stages of design, launch, invest and IPO, including identification of an investment product that will be the focus of a second FCDO competition (Request for Proposals)¹⁰, and to support the competition in all its stages;
- iv. Deploy technical assistance to support the development and production of financial infrastructure where it is determined a global public good and in support of MOBILIST's objectives;
- v. Create a dynamic advocacy platform that builds a coalition of like-minded individuals and entities, including investors, who can help provide market solutions which MOBILIST and the product platform can support in delivering the above;
- vi. Lead product contributions towards the MOBILIST 'learning hub' and collaborate with the MOBILIST policy platform to identify and overcome policy issues that hinder programme objectives.

To give effect to these objectives, the Supplier will work with the MOBILIST policy platform to:

- i. Relate product development to advocacy, research, regulatory and policy issues, taxonomies and impact measurement;
- ii. Support the MOBILIST learning hub.

OUTPUTS

⁸ Including an Infrastructure listed product competition and a policy work stream

⁹ Products will be identified that have the potential to create strong precedent transactions for international listings, particularly in London, or to allow national markets at earlier stages of development to make clear progress towards such listings.

¹⁰ This will constitute FCDO and MOBILIST's second competition (the first is scheduled to launch in January).

22. OUTPUT 1: Identify the principle product themes that MOBILIST should focus upon in supporting a mobilisation in public markets agenda.

- Pre Inception Phase will take during May 2021, followed by the Inception Phase between June 2021 and August 2021. By the end of inception, the supplier will have developed and agreed with FCDO an Implementation Plan covering 4 years, and first year workplan as to the outputs and deliverables over the course of the programme.
- Pre-inception activities, the Supplier will provide a limited role; for pre-inception and lesson learning from the infrastructure competition which commenced February 2021.
- During inception, the Supplier will consult with the 'market,' both in the UK and in key markets, countries and regions, ensuring complementarity with existing product agendas and stakeholders.
- An Inception Report due in August 2021 will evolve the programme theory of change paying close attention to earlier FCDO research and example 'route to market plans' identifying the key product issues to progress in the form of a strategic review of the public market mobilisation landscape; paying close attention to other MOBILIST initiatives (principally the infrastructure Competition due to launch in February 2021); results framework; governance arrangements; reporting schedule and; monitoring, evaluation and learning methodology and policies.
- The platform may be required to consider deploying technical assistance in support of the Competition at the midway point of 2021 and will need to be ready in the Inception Phase to assess opportunities at short notice.

23. OUTPUT 2: Product identification (Implementation Phase)

- Conduct wide market consultations, and deploying market experts, examine a broad range of product and platform¹¹ concepts that have ability and opportunity to list, across different sectors, geographies and product types. Through partnerships, in-house capability and grants (using assessment and award best practice) research product structures and their ability to list;
- Deliver 10-15 Route to Market, comprising detailed structuring proposals and in-depth assessments of the issues, barriers and solutions needed to bring these proposals to market;
- Secure a pipeline of product concepts for MOBILIST to support,¹² including 2-3 products requiring technical assistance, and 1-2 products requiring FCDO Development Capital support¹³;

¹¹ A 'platform' is defined as an entity that itself can generate listed products

¹² 'Secure' is defined as the approval of FCDO and the MOBILIST Steering Committee

¹³ MOBILIST has available GBP76m in Development Capital available to invest, including an allocation for the infrastructure competition.

- Deploy technical assistance to support the production of financial market infrastructure, where it is deemed a global public good, and in support of MOBILIST's objectives.

24. OUTPUT 3: Product implementation¹⁴

- Give effect to no less than 4 Route to Market Plans developed by the platform, either deploying the resources of the Product Platform unilaterally, or in conjunction with other elements of the MOBILIST programme, including at least one product that will be the subject of a second FCDO competition (Request for Proposals), and to support the competition in all its stages¹⁵;
- Address specific obstacles and barriers as part of the implementation of route to market plans, identifying and creating market infrastructure where deemed a public good.¹⁶

25. OUTPUT 4: Support the policy work stream in its role as the learning hub for the MOBILIST programme and apply this developing understanding across MOBILIST work streams

- Support the commissioning and distilling of mobilisation policy advice as MOBILIST learns from intervention outcomes, on institutions and regulations; financing market infrastructure development; the role of technological innovation, strengthening effective regulatory capacity; providing credit enhancement, structured finance and hedging solutions to increase the attractiveness of fund, equity and bond intermediation mechanisms;
- Provide analysis on lessons learned and best practices that could be useful for strategic programming using multiple instruments¹⁷; support with case studies or research of the financial sector's experience with new instruments and pilots in relation to public market capital mobilisation.

26. OUTPUT 5: Collaboration with the policy platform on M&E

- The platform will work with the policy platform to develop and implement specific M&E frameworks to support specific products come to market,

¹⁴ Products will be appropriate to the vision set out in the MOBILIST Business Case and for which a series of indicative model models were scoped in business case design.

¹⁵ The first competition, relating to emerging market infrastructure, is supported by a corporate finance advisory competition manager. There is no expectation that the supplier will perform the same role, and may for example, make recommendation as to the type and level of specialist support needed. It will be important therefore for the supplier to learn from the competition as it rolls out.

¹⁶ E.g. the Supplier may seek to address benchmarking and indices, sustainability metrics for impact reporting, information asymmetries created by a lack of data through specific product interventions (e.g. GEMS). The Supplier should be aware of the IFX EMI platform and the UK Government's International Infrastructure Commission Report and consider how information asymmetry as a barrier through improved price and market appetite transparency can be achieved.

¹⁷ For example, FCDO's new Mobilisation Platform currently in design

including those championed by the MOBILIST programme (specifically through the Product Platform).

DURATION OF SERVICES

- 27.** The assignment is expected to start in May 2021 and end in March 2026 i.e. 4 years and 11 months, the supplier will provide limited support for a Pre-Inception phase May 2021 as agreed with FCDO, with the Inception phase (June 2021 to August 2021) and subsequent Implementation Phase, renewed on an 18-month basis. These dates are subject to approval in any HMG Spending Review (SR).
- 28.** There is flexibility to extend the duration of the contract should the Supplier and FCDO agree this is needed. With agreement of both FCDO and the Supplier the contract may be extended by up to one year in duration and/or increased in value (by up to 20%).

Pre- Inception	May 2021
Inception Phase	June 2021 – August 2021
Implementation Phase	September 2021 to March 2026

BUDGET

- 29.** The budget is £5,200,000.00 exclusive of any applicable taxes. This is the maximum available for direct delivery of interventions by the Supplier. The contract value will be linked to the Supplier's bid (Annex B and Annex C).
- 30.** The workplan submitted in the bid contains milestones for the Inception Phase (Output 1), which include: i) the programme theory of change; ii) results framework; iii) a finalised Implementation Plan and workplan for year 1; iv) governance arrangements; v) grant making policies; vi) reporting schedule; vii) Sustainability plan; and viii) monitoring, evaluation and learning methodology and policies.
- 31.** Proposals have robust arrangements for ensuring performance monitoring, accountability for delivering VFM, incentives for delivering results, innovation and collaboration with other FCDO programmes.
- 32.** At the end of the Inception Phase, the supplier will deliver an Inception Report agreed between Supplier and FCDO within four months of contract signing, and addressing Outputs 2 – 5 and encompassing the whole of the programme life and; a one-year workplan which will include a results framework that sets out

outputs, activities and milestones therein¹⁸, a time frame for each output and a budget per output and its timeframe in their technical proposal, and a budget per output in their commercial proposal. FCDO approval of both plans is necessary in order to move to implementation.

PAYMENT STRUCTURE

- 33.** Milestones will track programme progress against an Implementation Plan supported by the annual workplan throughout implementation. The Implementation Plan and workplan will be subject to annual review by FCDO.
- 34.** Milestones will be paid on a quarterly basis in arrears and reviewed, agreed yearly and will be dependent on the successful achievement of the outputs and activities as detailed in the finalised Workplan.
- 35.** Progress will be described in a quarterly narrative and finance report and must include detail of progress made towards milestones, explaining whether and how these have been achieved.
- 36.** Expenses will be reimbursed on actual costs and will be included in the quarterly invoices. Expenses will be a separate section of the invoice to demonstrate clearly what is being claimed as an expense. The supplier should be able to provide evidence of expenses on request. Expense costs eligibility guidance will be issued with the tender pack.

WAYS OF WORKING

- 37.** The Supplier will build a network of stakeholders, including fund and asset managers, institutional investors and a wider coalition of like-minded partners, and working with HMG will be expected to convene and coalesce a wide range of industry groups to move forward the mobilisation agenda. For example, the Supplier will need to work with HMG partners, including BEIS, HMT and DIT, and the UK's development finance institution CDC, as well as existing platforms with which FCDO may or may not have existing relationships. Work will also include collaboration with the UK Pensions Regulator and Financial Conduct Authority and pension trustees, as well as local market regulators, and taking advantage of HMG proximity to the City of London.
- 38.** The engine of technical development for product candidates would be market practitioners and not the programme itself, noting that MOBILIST seeks to support, not define, market-based solutions. We envisage that the Supplier will identify strategic partners across OECD, emerging and frontier markets that can play a role in furthering programme or wider strategic objectives around public market mobilisation, and have a network of relevant technical experts that can be called upon and be encouraged to provide their input in the ordinary course of their own related activities and interests, or as additional pro bono input in the margins of such work.

¹⁸ A log frame will be required

39. The Supplier's expertise and organisational capability to deliver a programme of product development, either in-house or through subcontracted experts and related, to generate high-quality product advocacy through the range of influencing channels is essential. This should include experience of providing technical support in relation to complex financial services issues, and product proposals in a politically informed, evidence-based manner, to build capacity, successfully achieving system change, in a high skill setting like the UK financial system.
40. Specific interventions from some national stakeholders may require additional specialist TA support to ensure that those stakeholders are able to bring the right technical expertise to the table on specific transactions. These are likely to be relatively short sharp interventions. Outputs will include granular materials on improving documentation, legal structuring and ratings.
41. Collaborating with initiatives such as FCDO's Impact Programme and the Impact Investing Institute, specifically on the issues of mobilising capital at scale in relation to product concepts as they emerge.
42. The Supplier would be also involved in discussions on portfolio analytics and risk management, being able to give feedback to potential investors on product performance and on potential downside risks. It is important for the team to have a thorough understanding of portfolio dynamics, and exchanges, to be able to have long-term successful mobilisation and to be able to assuage investor concerns about risks. Similarly, the Supplier needs to have a deep insight into the investment process and the investment committee's protocols, so as to be able to share relevant insights with investors.

MANAGEMENT INFORMATION AND GOVERNANCE

43. The Supplier will report to the MOBILIST Senior Responsible Officer.
44. Reporting will be on a weekly basis, with quarterly written progress reports, capturing stakeholder feedback, an up-to-date implementation plan and risk register.
45. Ad hoc briefings and de-briefings will be required in support of the FCDO team and the MOBILIST Steering Committee (MSC).

CONSTRAINTS AND DEPENDENCIES

46. The Supplier will escalate promptly any issues faced when working with other suppliers that is impacting on the delivery of the objectives in this TOR.

PERFORMANCE AND MEASUREMENT

47. Performance targets and means of verification should be included in the Implementation Plan, to be agreed between the Supplier and FCDO three months after contract signing and should be a subject of the first- year workplan.

BREAK CLAUSE

- 48.** The contract will be issued for the full programme duration. There will be three formal review points; break clauses will be incorporated to coincide with the supplier's performance at the end of the Inception Phase (three months), at the 18-month mark of implementation period and a further break clause at 36 months following implementation period. A decision at the end of 4 years will be taken as to the viability and budget of the final year of programming. These formal review points will also provide an opportunity for FCDO and the Supplier to discuss approach as programme develops and allow the Supplier to use 'lessons learn' to adapt if necessary. Otherwise, the contract will be managed and monitored continuously, checking the supplier's performance on outputs against workplan agreed with FCDO.

SCALE UP/SCALE DOWN

- 49.** The contract must have adequate provision for variation to adapt to changes that occur during the life of the programme. Following FCDO reviews, FCDO shall reserve the right to scale the requirement up or down over its lifetime to include potential changes to programme scope, geographical and country reach (where appropriate) whilst remaining within the contract financial limit. Any such changes will be fully communicated to the Supplier and implemented in accordance with the terms and conditions and procurement regulations.

GDPR

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

DUTY OF CARE

- 51.** The Supplier is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this Contract. They will also be responsible for the provision of suitable security arrangements for their domestic and business property. The respective FCDO Programme Offices will share available information with the Supplier on security status and developments in-country where appropriate.
- 52.** The Supplier is responsible for ensuring appropriate safety and security briefings for all their Personnel working under the Contract and ensuring that their Personnel register and receive security briefings. Travel advice is also available on the FCDO website (<https://www.gov.uk/foreign-travel-advice>) and the Supplier must ensure they (and their Personnel) are up to date with the latest position
- 53.** Bidders must develop their proposal on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk

assessment matrix developed by FCDO (at the end of TOR document). Bidders must confirm in the Tender that:

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

54. If a bidder is unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, their Tender will be viewed as non-compliant and excluded from further evaluation.

MODERN SLAVERY

55. 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 number of FCDO-funded programmes already operating through our country offices look at addressing the underlying vulnerabilities of people at risk of modern slavery.

- Strengthening evidence base of effects of laws, policies, practices on migrant garment and domestic workers
- Advocacy and common understanding of corrective legal, policy and procedural measures
- Information campaigns among employers
- Organising workers to protect themselves and access services
- Sensitising labour recruiters on accountability for fair recruitment

56. Suppliers should consider within their proposals the likelihood of modern slavery affecting this programme, including grantees.

TRANSPARENCY AND UK AID BRANDING

57. The platform and its ambition will be widely publicised to financial market participants both here in the UK and internationally, fully leveraging FCDO's reputation in order for MOBILIST to become a priority stop for deals and for potential investors, as well as to maximise indirect mobilisation through demonstration effects, while helping lower information asymmetry and perceived risks.

58. The Supplier will also ensure that stakeholders in target markets, including FCDO country offices in selected geographies should be fully informed as to the product platform and the Supplier should expect to work with selected HMG platforms to elicit product proposals and to engage in mobilisation issues at a country level. The Supplier can expect the FCDO and the MOBILIST team to work closely on these issues.

59. The Supplier should develop a branding strategy and a communications plan in conjunction with the policy platform that will lead this work (which may include digital), noting that market awareness and market profile are considered important attributes in generating systemic change based on the product approach. Strategies and plans will be agreed with FCDO and the Supplier will collaborate with FCDO communications teams. Press releases and public information should also be checked with FCDO prior to release, but it is expected that the Supplier develop an independent capability to promote its work to wider stakeholders. More information on UK aid branding is available here <https://www.gov.uk/government/publications/uk-aid-standards-for-using-the-logo>.
60. Transparency, value for money, and results are top priorities for the UK Government. FCDO has a duty to show UK taxpayers where their money is being spent, its impact, and the results achieved. FCDO has guidance on the use of its logos, which will be shared with the Supplier(s) as necessary.
61. 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. 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>.
62. If any press releases on work which arises wholly or mainly from the project are planned, this should be in collaboration with FCDO's Communications Department. Country-facing and UK-facing branding guidelines will be provided by the respective FCDO Programme Teams.
63. Partners that receive funding from 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. Partners should also acknowledge funding from the UK government in broader communications, but no publicity is to be given to this Contract without the prior written consent of FCDO.

DELIVERY CHAIN MAPPING

64. Delivery Chain Mapping is part of FCDO's Due Diligence Framework and FCDO's programme cycle management. However, the Supplier will identify and directly manage implementing partners.
65. Delivery Chain Mapping is a process that identifies and captures, usually in visual form, the names of all partners involved in delivering a specific good, service or charge, ideally down to the end beneficiary. Addressing this is the actions/activities required to manage regular and exceptional risk throughout the network to reduce exposure and vulnerability.

- 66.** The Supplier shall provide and maintain an up-to-date and accurate record (map of the supply chain) of named downstream delivery partners in receipt of FCDO funds and/or FCDO funded inventory or assets. This record must demonstrate how funds/Assets flow from the initial source to end beneficiaries. This record needs to be updated regularly by the Supplier and when there are material changes to the delivery chain. Delivery Chain Mapping should be included as a standing agenda item in the regularly scheduled (no less than quarterly) progress meetings, for discussion and review.

DIGITAL

- 67.** Any expenditure on digital services will fall under FCDO's Digital Spending Policy. Expenditure on such item(s) will need to be approved by the FCDO SRO through FCDO's internal systems.
- 68.** Digital in FCDO is defined as any external-facing service provided through the internet or mobile to citizens, businesses, and civil society or non-government organisations. It can range from text messaging to enable mobile cash transfers, satellite mapping to identify the spread of deforestation or disease, databases of beneficiaries and their feedback, knowledge portals to share programme research, web applications and mobile applications. It does not apply to internal-facing digital tools between FCDO and the supplier or within the supplier organisations/consortium.
- 69.** Suppliers should be clear in their proposals whether they anticipate any spend on digital services that fall under this policy, either as part of their direct delivery or through grantees.

SAFEGUARDING CONSIDERATIONS

- 70.** All organisations that work with or come into contact with children or vulnerable groups must have safeguarding policies and procedures to ensure that every child, regardless of their age, gender, religion or ethnicity, can be protected from harm.
- 71.** Protection from violence, exploitation, and abuse through involvement, directly or indirectly, with FCDO programmes is essential. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.
- 72.** The supplier must provide adequate assurance that they have appropriate policies and procedures in place to expressly prohibit sexual exploitation and abuse and to receive and address reports of such acts.

FCDO Overall Project / Intervention Summary Risk Assessment – MOBILIST Product Platform

Country: MOBILIST programme is a global programme, providing support to a broad range of countries. The table below provides an Overall Risk Rating for the countries within the MOBILIST programme that the Supplier may need to visit during delivery of these services. Some countries are included as indicative examples of the countries the supplier may visit. The supplier may be required to travel to one of these countries or countries with a similar risk level. Decisions on which countries the supplier may need to visit will be determined during the inception phase

Date of assessment: **August 2020**

Theme	Risk Score	Risk Score for sample of MOBILIST countries			
	Overall Risk Rating to cover countries within MOBILIST scope	Kenya ¹	Nigeria	Ghana	Pan-India
OVERALL RATING	4	4	4	3	3
FCDO travel advice	4	4	4	3	4
Host nation travel advice	Not available	Not available	Not available	Not available	Not available
Transportation	4	4	3	3	2
Security	4	4	4	3	2
Civil unrest	5	5	4	3	2
Violence/crime	5	5	4	3	2
Terrorism	4	4	4	3	2
War	1	1	1	1	1
Hurricane	3	1	1	1	1
Earthquake	3	1	1	1	2
Flood	3	3	1	2	2
Medical Services	3	3	4	4 ²	2

*

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

For any immediate information on travel please consult the FCDO travel advice:

<https://www.gov.uk/foreign-travel-advice>

¹ The areas of Mandera, Daadab and Garissa plus anywhere else within 60km of the Kenya-Somali border (including areas North of Pate Island on the coast) and Eastleigh in Nairobi are assessed as being very high risk with FCDO advising against all but essential travel. In these areas Medical Services are assessed as '4: High Risk'; War is assessed as '3: Medium Risk'; and FCDO travel advice as '5'. See latest FCDO [travel advice](#) for Kenya.

² Risk for Medical services is rated as a 5 in NER, UER and UWR

Appendix A: Annex A (Terms of Reference)
Schedule of Processing, Personal Data and Data Subjects

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

The completed schedule must be agreed formally as part of the contract with 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>1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of Personal Data necessary for the administration and/or fulfilment of this contract”.</p>