

#### **CALL DOWN CONTRACT**

Framework Agreement with: Cadmus International UK Ltd

Framework Agreement for: Global Development Delivery Framework (GDD)

Lot 4 – Economic Development and Trade

Framework Agreement ECM Number: 5814

Call Down Contract For: Trade Centre of Expertise Evidence & Innovation

Programme

Contract ECM Number: 7847

I refer to the following:

1. The above-mentioned Framework Agreement dated 18/12/2023

2. Your proposal of 6/12/2024

and I confirm that the Foreign, Commonwealth & Development Office (FCDO) requires you to provide the Services (Annex A, Terms of Reference), under the Terms and Conditions of the Framework Agreement which shall apply to this Call Down Contract as if expressly incorporated herein.

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

- 1.1 The Supplier shall start the Services no later than 15 September 2025 ("the Start Date") and the Services shall be completed by 31 March 2030 ("the End Date") unless the Call Down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.
- 2. Recipient
- 2.1 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 £11,235,000 ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B.
- 4. FCDO Officials
- 4.1 The Project Officer is:

Laurence Finlay

4.2 The Contract Officer is:

March 2024

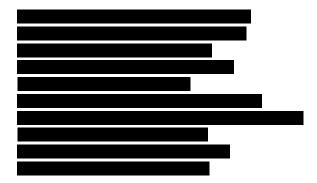


# Foreign, Commonwealth & Development Office

Patrick Houston

#### 5. Key Personnel

5.1 The following of the Supplier's Personnel cannot be substituted by the Supplier without FCDO's prior written consent and enacted via a contract amendment:



#### 6. Reports

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

#### 7. Call Down Contract Signature

7.1 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.

#### 8. Contract Break Points

Contract break points will be at the end of the inception phase, at the contract mid-point (December 2027), after any UK Spending Review, and at the end of each UK Financial Year. Decisions will be made on Budget availability and prevailing Authority priorities.



Signed by an authorised signatory for and on behalf of

Secretary of State for Foreign, Commonwealth and Development Affairs

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

Cadmus International UK Ltd

Name:

Position Head of Commercial

Signature:

Date:

Name:

Position: Managing Director

Signature:

Date:

#### Annex A

#### **Terms of Reference**

Call Down Title: Trade Centre of Expertise – Evidence & Innovation Programme

ITT Number: 6603

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## Terms of Reference for Trade Centre of Expertise – Evidence & Innovation Programme

#### **Key Trade COE Evidence and Innovation Programme Information**

#### Headline

- 1. The Trade Centre of Expertise (COE) aims to increase trade from and between developing countries in order to drive export-led growth which reduces poverty and increases people's resilience to climate change. It will provide technical assistance to governments and businesses in developing countries and in multilateral fora to enable them to overcome the barriers to trade, compete in global markets and to make the global trade rules work for developing countries. It will provide world-class expertise on trade to Posts that is responsive, flexible and value for money.
- The Trade Centre of Expertise (COE) Evidence and Innovation (E&I) Programme forms
  part of the Trade Centre of Expertise. It will improve the use of evidence across HMG's Aid
  for Trade (AFT) Portfolio through targeted research and evidence
- 3. It will also aim to increase HMG and international understanding of what works in Trade for Development policy, driving forward improvements in evidence and data, and use this to influence the policies and programmes of development partners and partner governments.
- 4. The FCDO's Trade for Development team is seeking a supplier to deliver these Terms of Reference (ToRs). It forms a central part of the Trade Centre of Expertise (COE) Evidence and Innovation programme and will run between January 2025 and March 2030. The approved business case comprises of three additional elements that are outside the scope of these ToRs, with more information in paragraphs 9 and 10:
  - Global Evidence Fund
  - Independent Evaluation partner (for the whole Trade COE)
  - Up to two programme funded roles
- 5. To support the information set out in these ToRs, a list of publicly available relevant documentation has been included in **Annex A**. Throughout the text, acronyms have been written out in full in the first time of use, and a list of acronyms has been included at **Annex**

## **Programme Objectives**

6. There are evidence gaps for what works in Trade for Development policy and programme interventions, especially related to the link between trade and poverty reduction. The programme will deliver a pipeline of robust evidence projects, and ensure the effective use of this evidence, across the portfolio of Aid for Trade programmes and trade for development policy.

- 7. The Trade COE Evidence and Innovation Programme will have the following broad objectives:
  - Improve global evidence, data and learning to influence development partners and partner governments to deliver more inclusive and pro-poor trade policy and programmes.
  - Improve the use of internal evidence, data and learning within FCDO for more effective trade for development policy and programmes.

## **Programme Recipient & Beneficiaries**

8. Collaborative engagement with a range of stakeholders will be required for delivery of this programme. The immediate beneficiaries of the support will be trade for development policy and programme leads in FCDO UK, wider HMG and its network of posts. In time, it is expected that there will be wider beneficiaries beyond HMG such as partner countries where research or lessons learnt from the programme can be shared. The supplier will also be expected to engage with partner governments and other development partners, in both donor and developing countries, on global good research projects and on promoting the use of evidence developed by the programme. The supplier should develop strong relations with academia, multilaterals and NGO stakeholders on relevant topics.

## **Wider Programme Context**

- 9. The E&I programme sits alongside the main Trade COE programme. The main Trade COE programme will deliver technical assistance across a range of interventions including business focused support, support on standards and trade facilitation, and WTO focussed support. The E&I programme will support delivery of this technical assistance through improving the understanding of 'what works' on aid for trade; and responds to the recommendations in the 2023 Independent Commission for Aid Impact's (ICAI) review of the Aid for Trade Portfolio for improved research, monitoring and coherence across programmes. It will also feed into wider priorities of the FCDO's Trade for Development department which includes driving greater impact from and informing future development of UK trade for development policy.
- 10. The Evidence & Innovation Programme will be delivered through a hybrid approach of internal programme funded roles and suppliers, including the following elements:
  - Evidence and Learning Facility (The subject of these Terms of Reference further detail below): The facility will be primarily driven by internal policy and programme evidence, delivering a workplan of evidence products that will improve the internal evidence base on Trade for Development policy and programmes. It aims to drive learning and improvement through effective evidence-use. There will also be an external-facing strategic engagement and communications element to inform the evidence programme, promote the use of evidence globally and collaborate with other global evidence partners. The successful supplier will provide a central programme of evidence products and associated engagement to improve learning, with an additional element of flexible call-down assistance at the request of other FCDO central teams, regional teams and teams at post.
  - <u>Trade COE Hub Programme Funded Roles</u>: The Trade COE hub will consist of programme funded roles from both the Trade COE main programme and the Evidence

- & Innovation programme and will sit within the FCDO Trade for Development Department. This hub will work in collaboration with delivery partners from the Trade COE Main Programme, working as the main 'Shop-Front' function for all call-down requests from Post, and tracking delivery of these requests across the programme. It will work with the Evidence and Learning Facility supplier to drive the use of evidence across the Trade portfolio. This is outside the scope of these Terms of Reference, but the chosen supplier will be required to collaborate closely with this function.
- Global Evidence Fund for Trade: The Fund will act as a flexible window to allow for delivery of longer-term global good evidence and data projects with not-for-profit organisations and multilaterals. This is outside the scope of these Terms of Reference, but the chosen supplier will be required to collaborate closely with this function.
- Independent Evaluation: This will provide rigorous independent evaluations and annual reviews on the whole Trade COE. It will include a first-year process evaluation and a fourth year in-depth Trade COE Impact and Value for Money evaluation. This is outside the scope for these Terms of Reference. It is expected that suppliers for this will be required to show full independence from Trade COE technical assistance work.

## Evidence and Innovation Programme - Evidence and Learning Facility

- 11. This Terms of Reference is for the Evidence and Learning Facility only. This facility will deliver activities across the following themes:
  - <u>Evidence</u>: A responsive workplan of high-quality evidence projects and the development of an accessible internal evidence base. This will support the wider trade for development portfolio. Examples of the types of evidence projects that will be undertaken are:
    - i. A longitudinal study to measure the long-term impacts of the new Developing Countries Trading Scheme. This study will give us a better understanding of how impactful the increased ambition of the DCTS has been, allowing us to use the evidence globally to influence greater preferential access for developing countries. It will also inform any future developments in the DCTS.
    - ii. A study focused on measuring the benefits of the services provisions in the UK-CARIFORUM Economic Partnership Agreement (EPA) and what lessons can be learned to inform the expansion of services provisions in our other EPAs, a 'We Will' commitment in the International Development White Paper. This could include: an assessment of the utilisation levels of these provisions, the outcomes of Aid for Trade support to services, any barriers that may exist, and a comparison of the benefits versus other trading partners.
    - iii. An independent programme evaluation (for programmes outside of the Trade COE only) that studies the impact of standards partnership and its predecessor programmes. This could identify the benefits, value for money and lessons learned to inform future interventions.
    - iv. A study examining the impact, risks and opportunities presented by Artificial Intelligence (AI) for improving trade in developing countries. For example, this could include looking at how AI technology could be harnessed to support SMEs in identifying and accessing international trading opportunities.
  - <u>Strategic Communications and Engagement</u>: That promotes and improves the use of evidence internally and globally. Example activities include:

- i. Developing a communications and engagement strategy for the programme that supports sharing of evidence and learning to both internal and external stakeholders. This includes organising internal and external engagement events to showcase the latest evidence and learning for the E&I programme.
- ii. The design and maintenance of a simple central external Trade COE website that promotes the Trade COE offer and acts as a central evidence and innovation hub containing and promoting the latest evidence on 'what works' in Trade for Development. This is expected to be a low maintenance model that helps to drive engagement with overseas partners and shares the latest programme information. It is envisioned that the website will be largely static with periodic updates for newly published evidence pieces. The supplier is expected to develop, host and maintain the website for the duration of the contract. At the contract end, the supplier will be responsible for a full handover of the website to the FCDO or by agreement to another organisation involved with the Trade COE including all information, documents, admin rights and any associated training on the website functions. (See Business continuity and disaster recovery and Exit phase requirements section).
- 12. The above themes will be delivered via two methods.
  - <u>Central programming</u>: Working with FCDO UK Trade for Development Department across all of the Evidence & Learning Facility themes to deliver on projects required by the team. This will include projects targeted at internal needs as well as global good evidence projects.
  - <u>Call-down</u>: Delivery of call-down evidence projects for Post and other central/regional trade teams as requested. For example:
    - i. An evaluation of all Aid for Trade programmes across East Africa that evaluates their impact and coherence.
    - ii. A report into utilisation of bilateral trade agreements.
    - iii. A diagnostic study focussed on improving inclusivity in trade in agrifood.

#### What will success look like?

- 13. A successful programme will contribute to increased trade from developing countries that is equitable, inclusive and sustainable. It will do this by improving the use of evidence and data across the HMG Aid for Trade portfolio and wider trade for development policy. It will deliver high quality research that enhances the evidence base and leads to improved decision making across programmes and policy both internally and externally.
- 14. Central to the success of the programme will be strategic engagement and communications that will ensure evidence is not only generated but is effectively used, both internally and externally.

#### **Phases and Timelines**

15. The programme is due to commence in September 2025 and close in March 2030. The overall timeline for inception, implementation and delivery is as follows, with detailed Inception Phase deliverables detailed in Section 20: Inception Phase: Key Deliverables, Outputs and Timing section.

**Contract Start to end of Month Three** = Inception Phase: The programme will start with an inception period running for a three-month period from contract mobilisation that will include scoping and design of the programme.

 In addition, the DCTS research proposal (that is to be provided as part of proposals, see Annex C for further requirement details) is expected to be finalised with FCDO feedback and commence delivery by month two.

During inception, the supplier should also develop a research proposal for a study on EPAs for month three and commencement in month four (see key deliverables).

**Month Four onwards** = Implementation & Exit phase: Implementation will start from month four onwards. Exit and handover for the programme will be at programme closure, by March 2030.

## **Budget**

16. FCDO expects the contract value (inclusive of any local Government Taxes overseas and UK VAT) to be a maximum of £11,235,000 inclusive of all elements listed in this document. A maximum of £8,235,000 should be allocated for the core PMU team & associated costs, for which Suppliers are expected to submit proposals as competitively as possible. The balance between the total budget and these costs (therefore a minimum of £3,000,000) will be ringfenced and used for on-demand call-down activity from Post and should be detailed in the 'Fund Value' row of Volume 3 – Proforma, Tab 2.0. Proposals with below £3,000,000 included in the Fund Value row will be deemed non-compliant.

The exact level of demand is unknown, so suppliers are expected to include competitive rate cards for call-down activities, covering all expert levels. The FCDO reserves the right to scale up and down the central and call down budget during the life of the programme.

17. There will also be an optional extension provision of up to £4,000,000 and 2 years, subject to a business case amendment and budget confirmed by FCDO. Contract break points will be at the end of the inception phase, at the contract mid-point (2027), after any Spending Review and at the end of each UK Financial Year. Decisions will be made on Budget availability and prevailing Authority priorities.

## **Scale Up/Down Options**

- 18. Following FCDO reviews, FCDO reserves the right to scale the requirement up or down over its lifetime to include potential changes to programme scope, geographical and country reach (if necessary). Any such changes will be fully communicated to the supplier and implemented in accordance with the terms and conditions and procurement regulations.
  - 19.1 Scaling down is at FCDO's discretion. Scaling down may be triggered by a variety of events/reasons including (but not limited to):
    - A change in target countries' or regions' economic or political environment
    - A change in the political landscape
    - A change in FCDO or HMG's priorities

- Budgetary constraints
- Dissatisfaction with Supplier performance
- 19.2 Scaling down may take various forms, such as (but not limited to):
  - Decrease of programme value
  - Decrease or change of programme scope (such as thematic scope or geographic scope)
  - Decrease of programme duration
  - Reduction of FCDO's ability to deliver programme funds
- 19.3 FCDO may also scale up the programme. Any scaling up should be mutually agreed between FCDO and the Supplier. Scaling up may be requested by FCDO as a result of various events/reasons, including (but not limited to):
  - The programme proves to be having a strong impact and has the potential to yield better results, dependent on budget and ongoing effectiveness of the programme.
  - FCDO/ HMG institute other similar programmes with closely aligned objectives that would be best delivered in close conjunction with the Trade E&I Programme.
  - There is a change in FCDO or HMG's priorities, including a change in geographical, or thematic focus.
- 19.4 Scaling up may take various forms, including (but not limited to):
  - Increasing the funding amount of one or more components/categories, or adding funding for new components to support programme delivery.
  - Increasing or changing the programme scope (such as thematic scope or geographic scope).
  - Increasing the programme duration.

The Supplier will need to demonstrate capacity and continued capability to scale up.

19. FCDO reserves the right to terminate the contract in line with the FCDO T&Cs. In the event FCDO decides to terminate the main Trade COE programme, the E&I contract will be scaled down and/or terminated. Any such changes will be fully communicated to the supplier and implemented in accordance with the terms and conditions and procurement regulations.

## Inception Phase: Key Deliverables, Outputs and Timing

20. This section lists out the key deliverables for the FY24/25 which are the milestones for the beginning of the programme. The initial 24/25 financial year has an approximate budget of £0.51m.

Deliverable	Date	Acceptance Criteria
Inception phase begins	From contract start (Expected mid September 2025)	Not applicable

Deliverable	Date	Acceptance Criteria			
Research & Evidence proposal for DCTS finalised and commences	Within 1 month of contract start (Expected mid October 2025)				
after contract start. following a discussion with		<ul> <li>Outline of research proposal, including methodology following a discussion with the EPA policy team.</li> <li>Timeline for delivery with milestones.</li> <li>Any additional team for EPA study identified with relevant experience.</li> </ul>			
Proposal for EPAs study	Within 3 months after contract start (expected mid December 2025)	- Final proposal agreed with FCDO and delivery commences.			
Inception Report	By 3 months after contract start. (Expected mid December 2025)	The report will contain refinement of the key management documents:  Refinement of the programme management approach. E&I workplan including for future financial years. Recommendations for new projects based on mapping of research gaps Financial budgeting/risks. VFM mechanism to reduce costs. E&I Logframe and Theory of change confirmed. Agreed staff/expertise teams that will feed into core and call-down products. Map of existing evidence and research gaps, in order to develop a workplan of central projects from April 2025. Business Continuity and Disaster Recovery plan.			
Engagement and Communication strategy	Draft outline by 6 weeks after contract start (expected November 2025)	The strategy should contain:  - Website scoping and design approach, including accessibility.  - Set out internal and external objectives, including stakeholders to reach and types of activities (external, external and sharing learning).  - Set out how the engagement approach will evolve a be evaluated over the lifetime of the programme.  - Propose a timeline of complementary comms activities such as conferences and calls (taking into consideration).			

Deliverable	Date	Acceptance Criteria
		geographies and stakeholders). This will include internal promotion of the E&I offer to posts.
	Final strategy agreed by 3 months after contract start (expected mid December 2025)	- FCDO agrees with the final draft - Website landing page is developed and online.
Service level agreement for call-down service	Agreed within 3 months after contract start (expected mid December 2025)	Set out the approach and methodology for Evidence calldown service. This will include the types of support available and guidance on how to effectively design calldown requests. It will include turnaround times for agreeing proposals, teams, length of delivery and cost. The delivery and costs are expected to be milestone based on key deliverables for each call-down project (e.g. completion of a draft report; final report agreed with FCDO) Suppliers should include an initial proposal for this service including the types of expertise and experience available in their networks.

## Implementation Phase - Illustrative activities

21. This is to help guide suppliers to develop a workplan and forecast for future financial years. The indicative baseline total budget is approx. £1.5m-£2.4m per financial year with illustrative activities below. The total includes the minimum £3m ringfenced for call-down activities

#### Illustrative activities per financial year

- **Evidence**: 1 large study (12 months or over), 1 medium study (6-12 months), 2 small studies (less than 6 months).
- **Engagement and Comms:** 1-2 small or medium engagement events, comms material, website.
- **Call-down:** The amount of demand is unknown and a minimum of £3m should be ringfenced across the lifetime of the programme. Any requests from posts will be triaged through the FCDO to ensure coherence before being passed to the supplier.

#### Indicative Phasing of Budget

	INITIAL PERIOD					OPTIONAL EXTENSION
	25/26 (mid Sept start)	26/27	27/28	28/29	29/30	2 Years
Indicative annual budget	£1.35m	£2.79m	£2.79m	£2.78m	£1.525m	Up to £4m
Total Initial contract value			£11.235m			
Total Maximum	£11.235m			Up to £15.235m		

## Business continuity and disaster recovery and Exit phase requirements

- 22.BCDR plans are expected as part of the inception report. This should be reviewed periodically, at least every year in line with the risk register.
- 23. At the end of the programme, or after the option to extend is taken up, it is expected that the supplier provides a suitable handover and training (e.g. on any data tools or dashboards used to support communications work) where relevant to the FCDO. This will include file transfers of all programme information documents and archives. Any programme assets at closure will need to either be handed over or disposed of subject to FCDO approval. This includes handing over the website (including any documents, admin rights and relevant training) and any associated intellectual property back to the FCDO or by agreement to another organisation involved with the Trade COE to ensure sustainability.

Final reporting for the programme is also required on exit before final invoicing. An exit plan is expected to be submitted to FCDO within 3 months of contract start. The supplier is expected to keep this updated on a regular basis.

## Supplier requirements

- 24. The supplier is expected to maintain the required capability and capacity to deliver across all themes. Given the design of the programme, the supplier is required to dynamically flex their teams to meet the technical expertise required for specific projects and to deliver across both long-term and short-term discrete work.
- 25. The supplier is expected to undertake a preliminary scoping of evidence available in the trade for development policy and programme space in order to identify key gaps or challenges. The supplier should propose a sample of topics to undertake for the central

- evidence projects that address these gaps within their bids. For examples of possible research topics see paragraph 11 under <u>Evidence</u>.
- 26. The supplier is expected to prepare a proposal for delivering the DCTS research project as an example of their expertise, (see further details listed in **Annex C**). This should include proposing an evaluation methodology, timelines and costs. Suppliers should also include details of the proposed team including CV's and indicate the split between core programme staff and flexible technical expertise as required. The core team should deliver a minimum of 60-70% of the central programming with the remainder resourced by the call-down pool, across all three expert levels. The proposal should indicate the supplier's delivery model for evidence projects that can be replicated throughout the E&I programme.

## Roles & Responsibilities, including outline governance structures

- 27. The supplier will be required to set up a programme management and governance structure, including a virtual monthly programme meeting (or occasional face to face meeting subject to mutual agreement and availability) to give direction and oversight to the whole programme, including monitoring progress, results, issues and risks, mitigation measures, financial performance, compliance, and anything that requires escalation. The supplier will be required to undertake learning exercises for every project delivered to ensure lessons are captured and improvements are made.
- 28. The FCDO will be represented by the SRO, PRO and/or other nominated team members in the monthly programme meetings. It will maintain the overarching programme workplan, logframe, risk register and budgets, in collaboration with the supplier. The FCDO will conduct annual strategic reviews to ensure the programme continues to deliver against its original objectives. It will approve proposed teams, costs and timelines for new central or call down project proposals. The supplier should set out a proposed mechanism and service level agreements to agree these with FCDO.
- 29. The supplier will be required to set up a research advisory panel on evidence projects. It is expected that this panel would be convened at least once a year to help select and advise on planned research for forthcoming years. The supplier should develop a proposal for the function and management of this group including a recommendation for 2-3 external members. The FCDO SRO will chair the group.
- 30. Once the main Trade COE programmes are set-up these governance structures will be reviewed periodically and updated if required. Should this necessitate changes to the governance arrangements or team composition that are significant and require additional costs, this will be agreed between the supplier and FCDO and enacted via a contract amendment. Currently, the intention is to include reporting as required into the overall Trade COE management board.
- 31. The supplier is responsible for managing and contracting any downstream partners and sub-contractors on quality and timeliness; and ensuring that activities throughout the delivery chain are compliant with FCDO's Programme Operating Framework, Terms and Conditions and the Suppliers' policies, strategies and management Processes.

## **Key Management documents**

- 32. The final reporting requirements will be agreed during inception, but suppliers will be responsible for developing and maintaining the following listed documents:
  - Theory of Change giving an overview of how all work packages, individually and collectively, will bring about change; and refining the indicative business case version. The indicative theory of change is located in **Annex E** and the business case.
  - Log-frame building on the Theory of Change, summarising overall progress across all E&I components, ensuring inclusion of relevant indicators for verifying progress and assessing critical assumptions. It should also include the cause and effect relationships between components and objectives.
  - E&I programme monitoring, reporting and learning approach. This will ensure performance and delivery of the activities. It should also include a plan for continuous improvement.
  - Quarterly activity based workplan that sets out key activities and check points across all of the E&I components. This will include quality assurance criteria for the activities.
  - Monthly financial budget and forecasts for the programme activity.
  - Value for Money (VfM) strategy/assessment framework (against indicators for "Five Es" of Economy, Efficiency, Effectiveness, Equity and Cost-effectiveness).
  - Risk and mitigation framework. This must include a risk register and management matrix approach including delivery and financial risks; a safeguarding approach, and monitoring and reporting mechanisms.
  - Proposed process for the call-down service to select appropriate staff, timelines for the whole process, and milestones, including FCDO review and approval.

## **Core Programme team (skill sets required)**

33. The supplier is required to have the following skill sets shared within the core team and be available during UK working hours of 09:00-17:30. The core project team will be defined as Key Personnel and any change will require FCDO approval as per Clause 5 of the call down contract. Suppliers are expected to set out their proposed team structures, including how the core team can flex to bring in the right skills and experience at the right time to oversee the different strands of E&I activity (please see section on **Implementation Phase** - **Illustrative activities** for expected volume of work). The PMU core team should deliver at least 60-70% of the central programming with the remainder resourced from the flexible expertise for discrete tasks. An inclusive balance of experts is preferred, including by gender.

#### **Core Team Experience Required**

- Experience in economic development programmes, including trade for development.
- Strong delivery and leaderships skills (across cultures, internationally and large teams).
   Experience of delivering through others, including working with academia, policy and programmes colleagues.

- Strong project management skills (including financial and budget management) across multiple discrete tasks and strand leads.
- MRL expertise.
- Research and evidence background. Experience in academia and leading on academically rigorous research, data and/or evidence products.
- Experience of working with HMG/UK development programmes and cross-HMG stakeholder engagement.
- Strategic comms and engagement experience.
- Trade and economic skills.
- Experience leading a successful consortium of deliver partners.

#### **Team Structure required**

 The structure should detail the overall programme leadership for both core programming and call-down, programme management lead (including finance and risks) and how the call-down service is managed or delegated. Suppliers are also expected to ensure that each element of core delivery has a clear lead (i.e. Evidence, and Communications).

## Flexible call-down expertise as required for discrete tasks

- 34. In addition to the core team, the supplier is expected to have access to a network of specialist thematic and country experience that it can draw on for discrete projects and tasks. Bidders are expected to demonstrate the type of expertise it can access by providing an example selection of 10 CVs (2 pages maximum each). It is expected that the expertise should include:
  - Gender Equality and Social Inclusion.
  - Climate and Trade.
  - Specific trade policy expertise as required, including trade agreements and/or sectoral specialists.
  - Multilateral trade experience.
  - Broader Economic Development.
  - Geographic and local expertise required. This includes the use of local experts and the ability to partner with local global south institutions where projects require (the current aid for trade portfolio works across Caribbean, Africa, South Asia and South-East Asia).
- 35. An inclusive balance of experts, including by gender, is preferred, and we expect the supplier to be able to flex to work with in-country local/national experts where particular projects require. Suppliers will be required to demonstrate how they will ensure projects will be able to secure the necessary expertise through a flexible approach to forming project teams.

## **Key Contract Management Information**

## **Contract Management Reporting & Validation**

36. The supplier will report to the Programme Responsible Owner (PRO) on technical issues, and to the Senior Responsible Owner (SRO) on strategic and management issues. The supplier will work closely with the Programme Manager and report to the Programme Manager on contract and compliance requirements, and finances.

37. The contract model will employ milestone-based payments with quality & delivery criteria. 10% of milestone fees will be at risk based on KPIs (see **KPI** section). For the demand led call-down service, a day rate card of fees for the different levels of expertise is required (see Volume 1 – Instructions and Volume 3 – Proforma for more details)

## **Key Performance Indicators**

38. The supplier is expected to deliver against the KPIs detailed in **Annex D**. These KPIs are aligned with the expected programme outputs and indicative logframe. The KPIs will be used to measure the delivery and quality of the supplier's performance, and with 10% of milestone fees at risk if agreed targets, that are within the supplier's control, are not met. KPIs will be assessed in quarterly reporting. KPIs proposed may be subject to change throughout the programme's lifecycle, as agreed between FCDO and the supplier. These KPIs are detailed further in **Annex D**.

#### **Payment Structure**

- 39. For the inception period (2024/25) milestone-based payments will be paid, based on actuals. Milestones are set out in paragraph 21 (**Key Deliverables, Outputs and Timing**).
- 40. For the implementation period (Month Four onwards), the contract will be based on a payment model linked to satisfactory delivery of key milestones/deliverables, as agreed in the inception period workplan. Suppliers are to deliver against KPIs, 10% of fees are linked to satisfactory delivery and payable on meeting agreed targets (see **Annex D**). All expenses shall be paid on actuals.
- 41. There will be provisions for circumstances outside of the supplier's control where payment will be made proportionate to work completed to be agreed in inception.
- 42. The milestones, KPI-linked milestone payments and expenses will become eligible for inclusion in invoices upon FCDO's acceptance and approval. All costs shall be invoiced on a quarterly basis.

#### Conflict of interest

43. Given the E&I programme sits alongside a main Trade COE technical assistance programme, the evaluations that require full independence are not a requirement from this Terms of Reference. Therefore, suppliers may bid for both E&I and future Trade COE technical assistance programmes. However, suppliers bidding for the E&I programme will need to set out how they will manage any future potential conflicts of interest, including ethical walls, as appropriate, should they be appointed to also deliver other components of the Trade COE.

#### **GDPR**

44. Suppliers are expected to adhere to General Data Protection Regulations (GDPR) and are expected to include their approach to data privacy in line with UK legislation. FCDO and the Supplier will be Independent Controllers (see **Appendix 1** below).

## **Duty of Care**

- 45. The Supplier will be responsible and have a duty of care for the safety and well-being of their personnel (including its employees, sub-contractors or agents) engaged under this Contract and any third parties affected by its work, including appropriate security arrangements. The Supplier will also be responsible for the provision of suitable security arrangements for its domestic and business property. FCDO travel advice is available on www.gov.uk/foreign-travel-advice and the Supplier must ensure it (and its personnel) are up to date with the latest position. The Supplier will coordinate with relevant FCDO Posts prior to any travel being undertaken as part of this work. The FCDO shall share available information with the Supplier on security status and developments in-country where appropriate.
- 46. The Supplier must have appropriate policies, procedures in place to deliver this duty of care as well as monitoring plans to remain aware of risks to personnel during delivery. The Supplier must provide appropriate training for its personnel. The Supplier will ensure there are appropriate security arrangements in place throughout delivery regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with FCDO suppliers and programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation. The Supplier must comply with the general responsibilities and duties under relevant health and safety law including appropriate risk assessments, adequate information, instruction, training and supervision, and appropriate emergency procedures.

The Supplier may be required to operate in insecure or conflict-affected areas, and the security situation may be volatile and subject to change at short notice. The Supplier should be comfortable working in such environments and should be capable of deploying to any areas required under Component 3. It is not expected that the Supplier would put staff at risk or send them to the most insecure areas, but the Supplier must have the ability to monitor programmes/projects in a wide range of districts/sub-districts across all countries in scope.

- 47. The supplier will be required to include a statement that they have duty of care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to FCDO.
- 48.FCDO does not envisage at this stage the necessity to conduct any environmental impact assessment for the implementation activities. However, it is important to adhere to principles of "Do No Harm" to the environment.

## Safeguarding

49.FCDO maintains a zero-tolerance approach to sexual exploitation and abuse by the Supplier, which includes their downstream partners. The Supplier will take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person by its employees or downstream partners. The Supplier will have appropriate safeguarding

policies, procedures, training, and monitoring and reporting mechanisms in place in line with FCDO policy.

- 50. The Supplier will report any safeguarding issues to FCDO promptly and in line with FCDO policy, and fully cooperate with FCDO or FCDO's appointed partners during any safeguarding investigations. The Supplier will provide regular summaries of cases in the quarterly and annual reports. Suppliers will be expected to have an ethics policy/code (consistent with FCDO's <a href="Ethical guidance for research">Ethical guidance for research</a>, evaluation and monitoring activities and apply ethical clearance protocols, where appropriate. Suppliers should set out how they propose to uphold the principle of 'Do no harm' and to ensure the confidential treatment and secure storage documentation and data collected throughout the evaluation.
- 51. The successful supplier will need to be fully cognisant of the importance FCDO attaches to Safeguarding and understand and follow relevant guidance throughout the conduct of the evaluation. This includes <a href="Enhanced Due Diligence Safeguarding for External Partners">Enhanced Due Diligence Safeguarding for External Partners</a> and UKCDR's research specific <a href="guidance">guidance</a>.

## Women and Girls, Disability and Inclusion

52. As a signatory of the Inclusive Data Charter, FCDO programming will adhere to principles to Leave No-One Behind in data collection, ensuring data is disaggregated to accurately describe all populations, is drawn from all available sources, adheres to principles of accountability in data collection and seeks to improve capacity of those collecting and analysing the data. The supplier will be expected to adhere to these principles.

The Trade COE Evidence & Innovation programme seeks to move past meeting minimum requirements on inclusion and integrate it as an active part of the programme, in order to effectively mainstream inclusion as a cross-cutting theme. There may be significant opportunities to create transformational change, changing power relations and supporting women's collective action, which the programme will seek to maximise.

The Supplier will identify barriers and take appropriate actions to strengthen the programme's support to women and girls, people with disabilities and other marginalised groups and their ability to access information and support via the programme. To support this, the Supplier will ensure that activities under the programme move beyond being gender and inclusion sensitive (e.g. disaggregated data) and instead seek opportunities to be gender and inclusion transformative (e.g. empowering women and marginalised groups and tackling root causes of inequality) by maximising engagement, capacity building, benefit distribution, and decision-making powers where feasible.

The Supplier will engage with people from these groups throughout the programme's delivery to assess performance and identify lessons for improvements. These actions and lessons will be summarised within quarterly and annual reports.

The Supplier will collect and report results data from the programme's activities disaggregated by gender, age, disability and other factors. This will be used to monitor the Supplier's performance. Disability inclusive development means that people with disabilities are systematically and consistently included in and benefit from international development. The Supplier is required to consider how to approach disability inclusion and how people with disabilities will be consulted and engaged throughout the programme.

## **Transparency**

- 53. 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.
- 54. 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 subcontractors, 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/
- 55. 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.

## **UK International Development Branding**

- 56. Partners that receive funding from FCDO must use the UK International Development logo and COE logos, as appropriate, on their development 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.
- 57. Not all deliverables will be explicitly branded; however, for published items such as research and analysis products, this will be determined on a case-by-case basis. As a working group for the donor community, the publications of the secretariat should include the logos of all the donors that contribute to the publications. Workshops and larger conferences organised through the programme will likely have International Development branding. Suppliers are expected to adhere to the FCDO's branding guidance which will be shared for inception.

## **Digital**

- 58. Any expenditure on digital services will fall under FCDO's Digital Spending Policy. Expenditure plans for such item(s) must first be reviewed and approved at the earliest possible stage in the planning process by FCDO's Digital Service Team via the Senior Responsible Owner (SRO) if digital spend is expected to exceed £100,000. This includes design, build, hosting, licences, maintenance and support.
- 59. The review and prior approval are necessary to ensure that the best digital tools are selected to deliver the biggest impact and offer the best value for money for the programme. The FCDO formally endorses the Principles for Digital Development

(<u>https://digitalprinciples.org/</u>) and uses <u>The Technology Code of Practice - GOV.UK (www.gov.uk)</u> which the supplier is expected to adhere to.

## **Procurement of Goods and Equipment**

60. Any procurement undertaken for this project by the Supplier shall be done in accordance with international best practice, using robust systems which ensure best value for money for the programme. The Supplier must ensure that programme assets are accurately tracked, reach their intended beneficiary, and are used for their intended purpose. Any goods and equipment procurement must be carried out in accordance with FCDO standard T&Cs. The Supplier shall provide their Procurement processes (setting out the way in which they shall undertake procurement) for agreement with FCDO during the inception phase. Based on the agreed Manual, FCDO shall carry out procurement audits and financial audits of any goods and services procured by the Supplier.

## **Annex A: Key Documents**

- UK Aid for Trade ICAI report <a href="https://icai.independent.gov.uk/review/uk-aid-for-trade/">https://icai.independent.gov.uk/review/uk-aid-for-trade/</a>
- FCDO Evaluation Strategy <a href="https://www.gov.uk/government/publications/fcdo-evaluation-strategy">https://www.gov.uk/government/publications/fcdo-evaluation-strategy</a>
- DAC evaluation
   https://www.oecd.org/dac/evaluation/daccriteriaforevaluatingdevelopmentassistance.ht
   m- OECD

## **Annex B: List of Acronyms**

AFT	Aid for Trade
Al	Artificial Intelligence
BCDR	Business Continuity and Disaster Recovery
CARIFORUM	Caribbean Forum
COE	Centre of Expertise
DCTS	Developing Countries Trading Scheme
E&I	Evidence and Innovation
EPA	Economic Partnership Agreement
FCDO	Foreign, Commonwealth and Development Office
FY	Financial Year
GDPR	General Data Protection Regulations
HMG	His Majesty's Government
ICAI	Independent Commission for Aid Impact's
KPI	Key Performance Indicator
LDC	Least Developed Country

MREL	Monitoring, Reporting, Evaluating and Learning
MRL	Monitoring, Reporting and Learning
NGO	Non-Government Organisation
PRO	Programme Responsible Officer
PUR	Preference Utilisation Rates
RoO	Rules of Origin
SRO	Senior Responsible Officer
T&Cs	Terms and Conditions
ToRs	Terms of Reference
UKG	UK Government
VfM	Value for Money
WTO	World Trade Organisation

## Annex C: DCTS research and evidence requirements

This is a longitudinal study to measure the long-term impacts of the new Developing Countries Trading Scheme. This study will give the FCDO a better understanding of how impactful the increased ambition of the DCTS has been, allowing us to use the evidence globally to influence greater preferential access for developing countries. It will also inform any future developments in the DCTS. The evaluation is expected to include a business survey in priority countries and sectors and should include economic modelling with qualitative analysis of survey responses.

#### Context

In June 2023, the UK introduced the DCTS, a major policy change, enshrined in UK legislation, governing trade with 65 developing countries. The changes introduced by the scheme included a reduction in tariffs, more generous Rules of Origin (RoO) and the removal of positive conditionality access to Enhanced Preferences countries (which is now based solely on economic vulnerability).

#### Key evaluation questions

Key evaluation questions include examination of the impact of the scheme on trade with developing countries, an assessment of which policy changes have been most impactful and also exploring the factors which explain why/why not trade has increased and what are the drivers of low/high Preference Utilisation Rates (PUR). In addition, the evaluation should examine the RoO changes for Least Development countries and more specifically their impact on supply chains, trade and development.

The evaluation's utility stems from gathering evidence on the following:

• Evaluating the impact on supply chains of RoO changes for LDCs – this is the priority aim of the evaluation;

- Provide feedback on the impact of the scheme thus far on exports to the UK from developing countries:
  - Understanding factors explaining why/why not trade has increased and reasons behind high and low PUR?
  - Distinguishing between any policy, implementation and contextual issues as enablers/ barriers to changes in trade as a result of introduction of DCTS.
- Explain which policy changes have been most impactful (and where they could be more impactful if other issues were tackled)?
- Provide insights into likely impacts of graduation to Enhanced Preferences for key trading partners, e.g. Bangladesh;
- Provide feedback on the implementation of the scheme and recommendations on changes that may enhance the benefit of the scheme to developing countries.

#### Key evaluation questions and evaluation criteria

Did DCTS changes, compared to the no change counterfactual, lead to more trade, more diversified trade and higher value added trade?

- O Which of the policy changes have led to more trade?
  - Priority issue to be explored is the effect/impact of RoO changes on LDC's supply chains
- o Is DCTS leading to net increase in trade from Enhanced Preference Countries?

Were there issues with awareness of the scheme, understanding of the policy changes, or engagement with a sufficiently wide enough set of stakeholders to support introduction and take-up of the scheme, etc. This can be summarised as an additional point to add to the evaluation focus:

- o If impacts are not seen in the key areas of interest, then why?
- Distinguishing between any features of the scheme and the context or nature of implementation.

#### **Temporal Scope**

The evaluation should examine trade data for the scheme from the end of the transition period after EU exit (January 21) and cover the period to five years after DCTS came into effect (the scheme started in June 2023). It will be important to explain any observed changes in the data, via supplementing the quantitative data analysis with qualitative data analysis.

#### Geographic scope

The evaluation will need to assess the impact of the policy changes concerning Enhanced Preference countries, as well as the priority of examining the impact, notably on supply chains, of RoO changes for LDCs. It will be important to look at large trading partner countries. It would also be useful to look at the reasons for low preference utilisation rate where these are observed. It would be valuable for the evaluation to examine this as some countries have not managed to take full advantage of the benefits of DCTS and also there are sectors which

potentially could benefit more from the scheme. The evaluation should ensure coverage of Asian and African countries.

To deliver a good quality evaluation suppliers will require expertise in the following areas:

- Evaluation management capacity
- Survey design, field collection and quant/qual analysis
- Track record in analysis of trade data and analysing changes to trade policy changes
- Modelling capability
- Access to the requisite trade datasets
- Reporting synthesis / multimethod evaluation capability

## **Annex D: Key Performance Indicators and Methodology**

Indicators	Key Performance Indicators	Baseline	Assessment methodology	KPI Weighting %	Score	Max total score
	1.1 Quality and relevance of evidence projects	None	Feedback from FCDO project leads.	20		100
	1.2 Quality and timeliness of milestone delivery	Received on or before the deadline, meets established expectations for quality	To be assessed by FCDO	20		100
Quality     and     Delivery	1.3 Quality and timeliness of programme reporting (including financial reporting)	Received on or before the deadline and containing the pertinent information in the agreed reporting format	To be assessed by FCDO	10		50
	1.4 Appropriate, effective and timely identification and management of risks	Risk register and mitigation strategy agreed at inception, updated and refreshed quarterly showing trending risks	To be assessed by FCDO	5		25
	1.5 Level of collaboration and cooperation with partners implementing other components of the Trade COE	None	Feedback from other Trade COE implementing partners	5		25

Indicators	Key Performance Indicators	Baseline	Assessment methodology	KPI Weighting %	Score	Max total score
	2.1 Number of evidence projects completed to agreed timeline and quality	Expectations set during inception period and included in the logframe	Feedback from FCDO project leads	15		75
2. Results	2.2 Number of evidence expert roundtables convened to agreed timeline and quality	Expectations set during inception period and included in the logframe	Self-reported and verified by FCDO	10		50
	2.3 Number of i) UK trade leads ii) donors and other development organisations iii) developing country governments substantively engaged on evidence base	Expectations set during inception period and included in the logframe	Self- reported and verified by FCDO	15		75

On a quarterly basis, the Supplier will be required to provide evidence of achievement against each of the KPIs to the FCDO will consider the evidence provided by the Supplier to award a score for each in line with the below methodology.

Scoring Methodology	Score
Serious underperformance: Not meeting responsibilities or requirements. Immediate and major changes needed.	1
Less than Satisfactory: Some responsibilities and requirements are delivered efficiently and effectively, but in many areas the supplier delivers below requirements, with substantial improvements needed.	2

<b>Satisfactory</b> : Supplier delivering efficiently and effectively on most areas but there are some areas where improvements are needed.	3
Good performance: Proactive supplier delivering efficiently and effectively meeting responsibilities and requirements with minor improvement needed.	4
<b>Excellent Performance:</b> Proactive supplier with outstanding delivery, innovation and execution, meeting or exceeding responsibilities and requirements with little improvements needed.	5

The scores awarded for each KPI will be multiplied by their respective weighting and added together to arrive at a total score. The total score will determine the total payment to be paid to the Supplier which shall be calculated as follows:

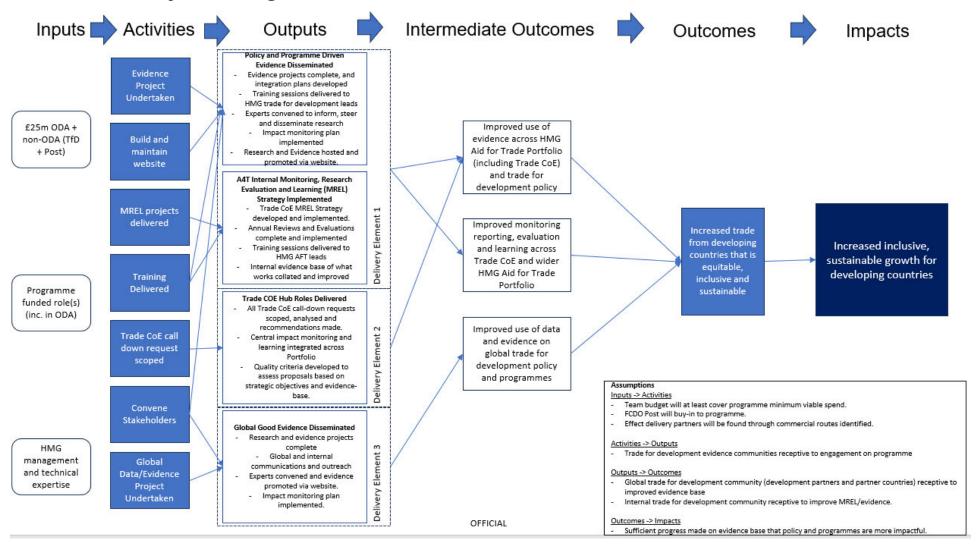
Total	Payment
400-500	100%
350-399	90%
300-349	75%
200-299	50%
199 and below	25%

The Supplier will be assessed against KPIs on a quarterly basis, and KPI performance shall be reported to FCDO every quarter in line with requests for milestone payments, with low performance resulting in the corresponding deduction. A hypothetical example of KPI deductions is provided below:

Quarter	Total KPI Fees	Fees at risk (10%)	KPI Score	% KPI Payment	Deduction
1	£400,000	£40,000	435	Full payment	£0
2	£200,000	£20,000	365	90%	£2,000
3	£300,000	£30,000	285	50%	£15,000
4	£500,000	£50,000	415	Full payment	£0

During the Inception Phase, the baselines for KPI's 2.1-2.4 shall be agreed, and subsequently used to measure performance during implementation. KPIs shall need to be measurable, and it should be objectively verifiable and agree a minimum standard of performance. KPIs performance shall also be included in the FCDO Annual Review, Mid-Term Review and Project Completion Report (all of which are public documents).

## **Annex E: Theory of Change**



#### **OFFICIAL**

#### Appendix 1 of Call-down Contract (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	The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this Call- down Contract:  1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the Framework Agreement) 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 the Personal Data necessary for the administration and/or fulfilment of this Contract			