Foreign, Commonwealth & Development Office

CALL DOWN CONTRACT

Framework Agreement with:	Triple Line Consulting Ltd
Framework Agreement for:	Global Evaluation Monitoring Framework Agreement (GEMFA)
	Lot 3 – Monitoring, Evaluation and Learning, High Value Lot
Framework Agreement ECM Number:	4753
Call Down Contract For:	Monitoring, Evaluation and Learning Hub for Investing in Nature, Forest and Land Use .(INAFOLU)
Contract ECM Number:	6837

I refer to the following:

- 1. The above-mentioned Framework Agreement dated 1 February 2023;
- 2. Your proposal of 19 July 2024

and I confirm that 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 20 September 2024 ("the Start Date") and the Services shall be completed by 20 September 2027 ("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 Foreign, Commonwealth & Development Office (the "Recipient").

3. Financial Limit

3.1 Payments under this Call Down Contract shall not, exceed £719,340 ("the Financial Limit") and is inclusive of any local government tax, if applicable as detailed in Annex B.

When Payments shall be made on a 'Milestone Payment Basis' the following Clause 22.3 shall be substituted for Clause 22.3 of the Section 2, Framework Agreement Terms and Conditions.

September 2024



Foreign, Commonwealth & Development Office

22. PAYMENTS & 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 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 is:

- British Embassy Jakara

4.2 The Contract Officer is:

– Foreign, Commonwealth and Development Office, London

5. Key Personnel

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

Name	Role	
	Team Leader	
	Expert – Spatial Planning, Land Use &	
	Stakeholder Engagement	
	Expert – Deforestation, Biodiversity Loss,	
	GHG Emissions, Monitoring	
	Leadership Support and Expert Forest	
	and Biodiversity	

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.

Signed by an authorised signatory for and on behalf of Secretary of State for Foreign, Commonwealth	Name:
and Development Affairs	Position:
	Signature:
	Date:
Signed by an authorised signatory for and on behalf of the Supplier	Name:
Triple Line Consulting Ltd	Position:
	Signature:
	Date:

Investing in Nature, Forests and Land Use (INAFOLU). Monitoring, Evaluation and Learning Hub. September 2024 to September 2027. Terms of Reference

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1 INTRODUCTION

FCDO's British Embassy Jakarta seeks a supplier for a Monitoring, Evaluation and Learning Hub (MEL Hub) within the Investing in Nature, Forests and Land Use in Indonesia (Inafolu) programme under the Global Evaluation and Monitoring Framework Agreement. The value of the contract is up to £750,000 for 36 months.

2 BACKGROUND

THE NATIONAL CONTEXT

Indonesia is the largest economy in the ASEAN region, where the UK is seeking to strengthen existing partnerships. As one of the world's largest emitters of greenhouse gases (GHGs), Indonesia's actions in the Forestry and Other Land Use (FoLU) sector – the biggest sectoral emitter of GHGs - will have a significant impact on global carbon emissions. Indonesia is also a nature superpower, home to 10% of the world's flowering species, 12% of mammals, and 17% of birds. Protecting its unique landscapes is an essential element of sustaining global biodiversity.

The Inafolu programme will meet the UK's broader commitments on nature and climate as outlined in the UK's Integrated Review and International Development Strategy. In helping to protect and restore the world's third-largest tropical forest, South-East Asia's largest expanse of tropical peatlands and the world's largest mangrove forests, the programme will support implementation of the Glasgow Leaders' Declaration on Forests and Land Use. The programme will also contribute to the UK's target to spend £3bn of ICF on nature.

2.1 THE PROGRAMME

The overarching aim of Inafolu is to support Indonesia's ambitious targets for its FoLU sector, by increasing levels of investment – public, private, domestic, and international – where the following objectives intersect:

- achieving the Government of Indonesia's (GoI) FoLU emissions reduction strategy leading to 2030.
- sustainable economic growth, livelihoods and poverty reduction.
- conservation and restoration of Indonesia's unique nature and biodiversity.

The Inafolu Programme will achieve these objectives through two complementary approaches.

First, by increasing public and private investment in Indonesia's natural capital, aiding the flow of finance, particularly from national institutions such as the Indonesian Environment Fund (IEF), to subnational and local level; linked to development of a pipeline of natural capital projects for investment.

Second, by strengthening the enabling environment for investment in natural capital, supporting implementation, enforcement and development of key policies that reduce incentives to erode natural capital. These policies include social forestry, spatial planning, ecological fiscal transfers, and the regulation and licensing conditions of for forest and other land use concessions.

The intended impacts of the programme are fourfold:

- Forest landscapes protected and restored,
- Indonesia's unique biodiversity sustained,
- Sustainable livelihoods improved; prosperity of forest-dependent people in Indonesia grows, and
- Forest protection and restoration, biodiversity and livelihoods impacts enabled at scale.

Three outcomes will contribute to the impact. The outcomes are:

- Avoided deforestation, improved biodiversity, emissions avoided or removed through nature-based solutions in project areas;
- Increased investment mobilised and effectively directed to implement nature-based solutions; proof of concept increases finance mobilised in the sector; and
- Enhanced government capacity to deliver ongoing forest governance and protection.

In summary, the programme theory of change holds that if natural capital assets can be developed, financed, and implemented through public and private sources of capital and supported by the right strategic policy and planning context, this will accelerate delivery of relevant projects across Indonesia's forest-rich provinces and districts to meet the country's NDC targets and support delivery of Indonesia FOLU 2030 Net Sink commitments. Inafolu will work as political conditions allow – engagement across all areas immediately and simultaneously may not be possible and require careful political handling. The programme design provides a flexible framework for the programme to prioritise according to political conditions.

Five key assumptions underpin the theory of change. These are:

- Government of Indonesia engagement on key policy areas;
- Interventions are possible at key sites, especially forest land;
- Illegal land practices can be sufficiently controlled in order to enable long term success of the projects;
- The right to free prior and informed consent for indigenous people and local communities is respected; benefit sharing arrangements are equitable; and
- Adequate sources of finance are available to enable leveraging and to be effective.

A diagram representing the programme outputs, outcomes and impacts is included at Annex A.

The table below summarise the different elements of the programme including the MEL Hub described by these terms of reference.

2.1.1 The elements of the programme.

Component	Lead Organisation
Part 1a: Nature-based interventions and project pipeline	The Global Green Growth Institute
Part 1b: Investment in natural capital projects to support implementation of Indonesia's FoLU 2030 Net Sink Plan	Indonesian Environment Fund
Part 2a: Spatial Planning	ТВС
Part 2b: Wider environmental policy development, delivery and enforcement	The Asia Foundation

Monitoring, Evaluation and Learning	ТВС

The programme is split into two key parts. Part 1 is about direct support to projects and initiatives supporting Indonesia's ambitious targets for its Forest and Land use sector. This includes design of nature-based pipeline for investment, and direct investment into those projects. Part 2 is about improving the enabling environment for nature-based investment and forest protection, with work to weaken the incentives for unsustainable business practice and land management, including spatial planning and law enforcement, and community empowerment, including strengthened land tenure. The Inafolu programme uses a mix of direct and indirect procurement, working with international organisations, civil society organisations and commercial providers.

2.2 OTHER RELEVANT PROGRAMMES

2.2.1 LCDI 2 (Low Carbon Development Initiative) Programme

The programme is now at phase 2. It continues to contribute to Indonesia national debate on economic costs and benefits of unilateral and regional actions on mitigation and adaptation; to raise awareness about the urgency of climate change challenges and their potential socioeconomic impact on Indonesia, while informing other stakeholders (e.g., civil society, academia, media, nongovernmental organizations, private sector, and aid agencies) of the same; and to indirectly support government and private sector actions in Indonesia to mitigate and adapt to climate change.

2.2.2 IFSLU2 (Investments in Forests and Sustainable Land Use Phase 2) Programme

Investments in Forests and Sustainable Land Use Phase 2 (IFSLU2) will mobilise private sector investment into forest protection and restoration, address deforestation associated with agricultural commodity production, scale up support to smallholder farmers and support jobs and strengthened livelihoods in poor rural communities. The programme builds on a successful first phase (£140m, 2015-23) which has provided proof-of-concept and an evidence base to inform the scaling-up of activities.

Delivery will contribute to the aims of the Forest Climate Leaders' Partnership (FCLP) and UK commitments to support key forest regions, including Southeast Asia, the Congo Basin and the Amazon region.

2.2.3 MFF (Mobilising Finance for Forest) Programme

The UK government will invest £150 million for businesses and investors who support and deliver sustainable land-use projects and protect rainforest regions like the Amazon Basin and Indonesia, in communities vulnerable to climate change.

2.2.4 FGMC 2 (Forest Governance, Market and Climate) Programme

The programme will work at international and national levels to address governance failures by both governments and market to curb deforestation to restore degraded lands and ecosystem-services whilst delivering benefits and sustain-ing livelihoods for people in developing countries. It will build from the experience of an earlier global programme (FGMC 1), expanding it to address new threats to forests such as mining and encouraging national climate strategies to focus on forests.

3 PURPOSE

The primary purpose of the MEL Hub is to support the Inafolu programme team in British Embassy Jakarta (BEJ) in its leadership of the programme. This will require robust, timely monitoring and analysis that contributes to evidence based decision making cycles built into the governance of the programme. This purpose will be achieved through designing and delivering a monitoring approach across parts 1 and 2 of the programme to maximise the INAFOLU program's efficiency, effectiveness, impact and sustainability.

A secondary purpose of the MEL Hub is to shape decision making around a possible phase 2 of work, by contributing to two key moments in the lifetime of Inafolu. These two moments are the "significant mid-point project review" provisionally scheduled for June 2025 and the project completion report in 2027. This purpose will be achieved through two evaluation reports.

4 OBJECTIVES AND SCOPE

The MEL Hub will achieve its purposes through two related workstreams: monitoring and evaluation.

4.1 OBJECTIVES OF THE MONITORING AND LEARNING WORKSTREAM

The purpose of the monitoring workstream is to provide high quality evidence and analysis of programme results to support the BEJ team leading the Inafolu programme. To that end, the workstream will achieve the following objectives.

First, the theory of change for the programme should be elaborated. A diagram representing an initial theory of change is at Annex A. The MEL Hub should extend this description to the extent necessary to support the design of a monitoring framework and evaluation (see below).

Second, a programme-level monitoring framework should be designed, building on the plans of Inafolu partners, to reflect the programme outputs, outcomes and impact. This programme-level framework will incorporate International Climate Fund Key Performance Indicators (ICF KPIs)

Third, the MEL Hub should lead a regular process to report to FCDO against the monitoring framework, at a minimum in advance of the FCDO Annual Review to be finalised in July each year.

Fourth, the MEL Hub will play a role in establishing coherence between results from Inafolu, and wider FCDO programming for climate and environment - specifically in Indonesia, and for wider Forest and Land use sector thematic programming.

This workstream should also draw on both the monitoring and evaluation outputs to facilitate learning and knowledge dissemination to wider stakeholders and audiences, including in Indonesia

4.2 OBJECTIVES OF THE EVALUATION WORKSTREAM

The purpose of the evaluation workstream is to inform the significant mid-point programme review and the programme completion review, through following objectives.

First the MEL should propose an Evaluation Design, which builds on the theory of change and programme-level monitoring framework developed under the monitoring workstream. The Evaluation Design should aim to address the Evaluation Questions in the table below.

The Questions relate to the OECD DAC Evaluation Criteria of relevance, coherence, effectiveness and sustainability.

Second, the evaluation workstream should produce a **First Report** in time to contribute to the significant mid-point programme review, provisionally scheduled for June 2025.

Third, the workstream will produce a **Final Report** to contribute to the Inafolu project completion report.

4.2.1	Indicative Evaluation Questions by OECD DAC criteria
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Criterion	Questions	Timeframe
Relevance	 To what extent are the objectives and design of Inafolu responding to the priorities and policies of Government of Indonesia, following the 2024 elections? For a further phase of programming in this space, how can relevance be improved? 	First Report
Coherence	 What evidence is there that different Inafolu partners are working together, and what opportunities are there to improve coherence among Inafolu partners? Is Inafolu coherent with wider portfolio and policy of BE Jakarta and other UK centrally managed programmes? Are there any tensions to resolve or synergies to build on? Can we draw on other UK programmes to inform the results framework? Is any part of the Inafolu programme [and the BEJ portfolio] likely to undermine the objectives of another element of the programme? Is Inafolu coherent with the programmes and approaches of key international actors in the sector? How internally coherent is the BEJ Climate and environment, and how it can be improved? 	First Report
Effectiveness	 9. To what extent has Inafolu contributed to improved biodiversity, avoidance of deforestation and avoidance of emissions? 10. What factors of context and design contribute to the success (or failure) of nature-based solutions? 11. To what extent has Inafolu contributed increased investment in nature-based solutions? 12. To what extent has Inafolu contributed to improvements in policy and delivery? 	Final report
Sustainability	13. What systems or institutions are needed in order that the benefits for livelihoods, landscapes and biodiversity are likely to continue beyond the life of the programme?14. What evidence is there that the benefits of the programme will be sustained?	Final report

4.3 CROSS CUTTING OBJECTIVES FOR THE MEL HUB

The Inafolu programme as whole is designed and implemented based on good practice principles for gender equality and social inclusions. There are specific implications for the MEL Hub.

In recognition of the Inclusive Data Charter¹, the MEL Hub should ensure **all data are disaggregated** by sex and other characteristics, where possible, and investigate ways to include intersectionality (for example class, ethnicity, age, disability, religion, sexuality, parenthood etc) in data collection and analysis. The MEL should incorporate proactive measures to enable participation from marginalised groups including indigenous peoples and communities (IPLC).

The design of the evaluation questions and framework should analyse visible and hidden power dynamics.

4.4 SCOPE OF THE MEL HUB

All parts of Inafolu are within scope of the MEL Hub monitoring and evaluation workstreams. Geographically speaking the following regions are likely to be prioritised by the programme:

• **Kalimantan (Indonesian Borneo)** – Extensive natural forests across its four provinces; ample need and opportunities for restoration, with some of the highest historical emissions from logging and conversion for agriculture.

• **Island of Sumatra** – Riau identified as having high opportunity for restoration programmes; Jambi also identified as a Government of Indonesia priority. Aceh holds extensive natural forest and unique ecosystems. South Sumatra and North Sumatra provinces have high levels of degraded land but plans in place for restoration.

• **Sulawesi.** Provincial plans for sustainable forest management, significant intact forests, and existing multi-stakeholder networks from previous programmes.

• **Papua and West Papua.** These provinces contain extensive natural capital and have relatively high human development needs. Interventions here present political and operational challenges. The programme is ready to work in these provinces where political circumstances allow.

The programme may also implement activities on the **island of Java**, at sites which sufficiently meet overall criteria and where politically feasible.

¹ Inclusive Data Charter Action Plan - GOV.UK (www.gov.uk)

5 METHODOLOGY AND DATA

The supplier should propose a methodology in line with the following broad approach.

5.1 MONITORING A WORKSTREAM

Elaborate Programme-Level Theory of Change

The initial theory of change (Annex) should be further developed through a participatory process that draws together the different parts of the programme and in particular draws out the programme-level learning priorities.

Partner Systems Review

The implementing partners for each part of Inafolu will be responsible for monitoring and reporting their output and outcome results in respect of their part of the programme. A workshop with partners in March 2024 affirmed that both have a mature approach to MEL that balances quantitative and qualitative data collection and includes deliberate mechanisms to identify and address learning questions.

The MEL Hub should consider options to **review the design of partner systems** for monitoring, reporting and analysis. However, the MEL Hub would **not** be expected to go to the extent of verifying reported results through independent data collection.

The table below summarise the reporting and monitoring agreed with each partner.

Component	Organisation	Reporting Agreement
Part 1a: Design of nature-based interventions and project pipeline	The Global Green Growth Institution	 GGGI has proposed a traditional logical framework but not yet milestones. The stated impact is: investments in landscape-level Natural Capital Assets (NCA) at scale, supporting sustainable and inclusive growth, and reducing deforestation and emissions. The framework includes three outcomes relating an investment plan for NCA; an enabling policy environment; and direct investments for NCA projects. There are seven outputs specified. The proposed milestones are exclusively quantitative
Part 1b:	Indonesian	ТВС
Investment in	Environment	
natural capital	Fund	
projects to support		
implementation		
of Indonesia's		
FoLU 2030 Net		
Sink Plan		

5.1.1 Reporting agreed with each partner.

Part 2a: Spatial Planning	ТВС	TBC
Part 2b: Wider environmental policy development, delivery and enforcement	The Asia Foundation	The Asia Foundation has proposed a traditional logical framework with annual milestones. The stated outcome is: Improved of sustainable forest and land governance as well as restored or rehabilitated select forest and land areas, with the aim of reducing deforestation and land degradation, protecting biodiversity, and enhancing the livelihoods of local communities. Indicators at the Outcome level include ICF KPI 8 (ecosystem loss avoided), KPI 11 & 12 (finance mobilised) and KPI 15 (transformational change). ² There are four outputs related to forest management; green financing; law enforcement and natural assets. The output indicators are exclusively quantitative.

Programme-level monitoring plan and results framework

The **programme-level monitoring plan** will build upon the partner level reporting to support BEJ leadership of the programme and its role in a potential joint steering committee with the Government of Indonesia. To that end, suppliers should in their bids outline how they would approach this challenge.

The plan should include what indicators will be measured, and data collection, quality assurance and analysis. Roles and responsibilities between the MEL Hub, Inafolu programme team, and programme implementing partners should be agreed in initial phase of program.

FCDO has recently published internal good practice (see Annex B) notes proposing an approach to results frameworks that considers a broad range of performance areas. Bids that engaged with these broader performance areas would be welcomed. They are summarised as follows. Annex C includes a skeleton framework that can be augmented by the MEL Hub supplier.

Output Delivery: A successful programme will use resources efficiently, and deliver any specific outputs that have been agreed, to the right quality, and in a timely fashion. In the case of Inafolu Output Delivery is largely captured by the reporting agreed with partners.

Actionable Learning: The Inafolu Business Case specifies that beyond the evaluation workstream, the effectiveness of the programme will be closely monitored on a more immediate day-to-day basis. Through proactive and adaptive programming Inafolu will ensure that only the most effective interventions remain part of the programme, with the flexibility of discontinuing less effective interventions. The programme-level monitoring framework should capture programme-level learning questions and plans to answer these questions. As a starting point, learning questions will relate to the assumptions of the theory of change including the five key assumptions noted in the Background section of these terms of reference. The annual report should review whether the questions have been answered, and whether the answers have fed through to decision making.

Contribution to Meaningful Change: A successful adaptive programme will contribute to meaningful development outcomes. Programmes should generate and demonstrate evidence of a causal

² <u>UK International Climate Finance Results: methodologies and reports - GOV.UK (www.gov.uk)</u>

pathway towards outcome-level change, especially where there is uncertainty in a theory of change. The value of activities undertaken, who has been reached by them and whether their needs have been met should give an indication of this. The programme should ensure they understand what would constitute a realistic timeframe for change within the programme's theory of change and focus the annual assessment accordingly on whether the programme is where we would expect it to be on the trajectory to change at that point.

Fitness for Purpose: The monitoring reports should reassess, based on the three other performance areas, whether the approach is still the right one to achieve the programme goals, constantly testing and revising its theory of change.

International Climate Fund Key Performance Indicators

100% of funding for the programme is classified as International Climate Fund (ICF)³ and the programme will report against ICF Key Performance Indicators as summarised in Table. The monitoring framework should reflect these indicators.

The implementing partners will collect the primary data necessary for ICF KPI reporting. The MEL Hub should make provision for desk-based expert support for analysis, modelling and quality assurance needed to report against the specific definitions of the ICF KPIs.

5.1.2 International Climate Fund Key Performance Indicators

Indicator	End of programme Target
KPI 1. Number of people supported to better adapt to the effects	
of climate change as a result of ICF	
KPI 6- Net Change in Greenhouse Gas Emissions (tCO2e) – tonnes	2,900,000
of GHG emissions reduced or avoided	
KPI 8 Ecosystem Loss Avoided (Ha) as a result of International	
Climate Finance	
KPI 11-12 - Volume of additional finance mobilised for forest	36,000,000
conservation (GBP)	
KPI 15. Transformational Change.	
KPI 17 - Hectares of land that have avoided deforestation	160,000

5.2 EVALUATION WORKSTREAM

The evaluation of the programme will lend itself to a theory-based approach. The supplier should outline in their bid an evaluation design that addresses the purposes and evaluation questions indicated above.

The evaluation can expect to rely on existing data sources. Principally these are the reporting generated under the monitoring and learning workstream, partners own MEL systems (which the MEL Hub will have reviewed) and wider programme documentation including the records of the structures established by the BEJ and the Indonesian Ministry of Environment and Forestry.

³ International Climate Finance - GOV.UK (www.gov.uk)

The evaluation workstream should seek to test and extend the findings from the independent evaluation of BEJ's Forestry, Land Use and Governance (FLAG) programme which operated from 2015 to 2020.⁴

In terms of primary data collection, recognising the wealth of existing data, the MEL Hub Evaluation Workstream will focus on qualitative data collection i.e. key informant interviews or focus group discussions. The MEL hub is expected to embody principles of respect, participation, inclusion and feedback in all its activities, especially those involving primary data collection. It should comply with Environmental and Social Safeguards and the Ethical Guidance for Research, Evaluation and Monitoring Activities

The data collection plans should achieve a between policy makers, practitioners and communities, to be driven by the evaluation questions. The March 2024 workshop with partners indicates that this data collection could be achieved through joint activities and visits. Learning Workstream

The MEL hub is expected to facilitate the process of learning that complement Monitoring & Evaluation workstream using Adaptive learning. Central to this approach is the development of and adaptive learning function with following strategies

Define Explicit Learning Objectives: Clear objectives guide the integration of learning from monitoring and evaluation into program improvement efforts.

Adaptive learning: Generate insight from M&E activities with experience from INAFOLU stakeholders, particularly lead organizations, fostering participatory and dynamic approach to learning.

Collaborative Learning Process: Engages a broad range of stakeholders in a dialogue, ensuring learning is enriched by diverse perspectives and experiences.

Actionable Adaptive Learning Strategies: Strategies for adaptive learning will include feedback loops and learning cycle for real time program adjustment based on emerging insight

Dissemination of Learning: Map wider stakeholders and audiences in Indonesia across government, private sector, academia and civil society. They will design facilitate learning events building on findings from the monitoring workstream and evaluation workstream.

The workstream will produce key learning material from the evaluation activities for example papers, reports, journals, op-eds, etc and disseminate to wider stakeholders. At least some of these knowledge/research products should relate to the evaluation questions. It is including to produce a 2page summary ("evaluation digest") of the finalised evaluation report using FCDO's template for publication on FCDO's websites.

During the inception periods the MEL Hub will develop a communication and engagement strategy which at a minimum will include facilitated learning and dissemination events building on the First Evaluation Report and the Final Evaluation report.

⁴ <u>Learning and evaluation support to adaptive programming approach to addressing forest and land</u> governance and climate change in Indonesia | Triple Line Consulting

5.3 CONTEXTUAL AND METHODOLOGICAL RISKS

A number of risks the MEL Hub have been identified. Suppliers will elaborate there understanding of risk and appropriate risk mitigations as part of their bids.

5.3.1 Risks identified.

Changes in Government of Indonesia following General election in 2024 may affect policy priorities.

Agreement required from Government of Indonesia to undertake operations, particularly in certain provinces - effectiveness of programming and data could be affected.

A lack of efficient and effective cooperation between the MEL Hub and other programme partners may prevent the establishment of the programme level results framework

The duration of the programme and (therefore the evaluation) may be insufficient to achieve long term, sustainable results and therefore difficult to answer evaluation questions related to impact and sustainability

The multistakeholder governance arrangements for the programme, whilst providing an overall benefit to the Inafolu programme, may create management complexity that hinders the translation of evidence and learning into decision making.

6 WORKPLAN AND DELIVERABLES

The table below summarises the expected deliverables under the monitoring and evaluation workstreams of the MEL Hub. The timetable is driven by FCDO Annual Reviews completed by July of each year. The deliverables under the Evaluation workstream will be independently assured by the EQUALS2⁵ service in accordance with the FCDO Evaluation Policy.⁶

⁵ Evaluation Quality Assurance and Learning Service (EQuALS) - IOD PARC

⁶ FCDO evaluation policy - GOV.UK (www.gov.uk)

Date	Monitoring and learning stream	Evaluation stream
Within [12] weeks	Inception Report Updated theory of change Programme-level monitoring plan Communication and engagement strategy	
Within 8 weeks		Evaluation Design. EQUALS assured
By May 2025	Annual programme-level reporting.	First Evaluation report. EQUALS assured. Published
By May 2026	Annual programme-level reporting.	
By March 2027	Annual programme-level reporting.	Final Evaluation Report. Published

6.1.1 Indicative Workplan

7 GOVERNANCE AND MANAGEMENT

The key point of contact for the MEL Hub will be the Programme Responsible Owner (PRO) for the Inafolu programme. Day-to-day contacts will also be through the Programme Manager and Monitoring, Evaluation and Learning (MEL) Adviser. The PRO will convene a small group within BEJ, to include the MEL Adviser, to direct the work of the MEL Hub and assure the quality of deliverables.

The BEJ will establish arrangements to ensure that the MEL Hub can efficiently engage with other programme partners and wider stakeholders. The purpose of this engagement will be both to enable to stakeholders to shape the work of the MEL Hub to ensure it is fit for purpose (for example by shaping evaluation questions), and for the MEL Hub to contribute insight and learning to the wider work of the programme.

The form of this engagement may be either through a dedicated evaluation reference group, or else using existing programme meetings and structures.

8 SKILLS AND EXPERIENCE

The proposal from suppliers should describe a team leader and core management team that address the following elements.

Team Leader: a highly skilled, individual who has at least 10 years' expertise working on complex monitoring and/or evaluation assignments. A Masters' degree or higher with a focus on research (in a social science or related discipline) is desirable.

Familiarity with policy and practice in the forestry and other land use sector Indonesia will be an advantage.

The Team Leader will be based full time in Indonesia and should be able to demonstrate how they will utilise their considerable knowledge, expertise, and skills to benefit a programme of this complexity.

The team leader should also have the relevant experience in effectively managing a multidisciplinary team.

The core management team should have the capacity to provide cover in the absence of Team Leader to keep the project going.

The core management team should include and appropriate mix of national and International staff, at different levels of seniority, with expertise to deliver both the monitoring and evaluation workstreams. The composition of the team should be balanced between male and female.

Significant qualitative expertise, including primary data collection, will be required in order operationalise the learning aspects of the monitoring workstream and as well as the evaluation workstream. Sufficient quantitative expertise will be required to provided assurance of the implementation of ICF KPI methodologies.

Expertise throughout the team regarding policy and practice in the forestry and other land use sector Indonesia will be an advantage.

9 CONTRACT MANAGEMENT

9.1 TIMING

FCDO expects the contract with the approved bidder to be signed in July 2024 and expected to have an end-date of July 2027 The Inception phase of the contract will begin with the signing of the contract and will last for *3 months*. The Implementation phase will begin after the Inception phase ends with the approval of Inception report and will last until the programme's end in 2027. The MEL support to the components will last for the duration of the INAFOLU programme lifetime (ending July 2027). For preparing INAFOLU's Programme Completion Report, the supplier will need to make sure it has all necessary data and information from all components before preparing the PCR.

Subject to need assessment, budget availability and satisfactory performance, this contract may be extended up to a period of 18 months with an estimated value up to £ 375,000.

The contract will contain a break clause after the inception phase at which point FCDO will decide if to proceed to implementation with the Supplier. FCDO will also reserve the right not to appoint the MEL partner beyond the inception phase in the event that agreement cannot be reached over evaluation activities, resources, timeline, and budget although this list is not exhaustive.

9.2 BUDGET AND CONTRACT PAYMENT STRUCTURE

The maximum anticipated budget for this contract is £750,000 (please note this figure includes all applicable taxes inclusive of UK VAT). It is the supplier's responsibility to establish its taxation position both in the UK and in any relevant country(ies) to ensure it meets its obligations. This budget will cover all the activities and expenses of the Supplier in delivery of the outputs set out in these Terms of Reference.

For the purpose of budget forecasting, in the first year of the contract, FCDO will provide £250,000. In the second year, FY 25-26, we will provide £ 250,000. In the final year availability of resources for this contract will depend on the ODA budgets allocated. Even though we do not currently expect any further reductions in our ODA budgets beyond FY 24-25, but it is possible that FCDO's strategic priorities can change in response to any unexpected geopolitical challenges which can change our budgets and the supplier will be expected to work with FCDO to address these challenges.

Bidders should propose a suitable approach and indicative division of the budget for this contract to fully include the breakdown of costs across the life of the INAFOLU MEL programme including proposed payments linked to PbR. All proposals should be aligned with FCDO Cost Eligibility Guidance for Commercial Contracts.

The scope of work described in these Terms of Reference poses an intrinsic challenge to plan flexibly to undertake and support MEL on a programme which will define the details of each intervention during its design phase and beyond. Bidders are encouraged to take these challenges into account and plan accordingly.

The contract will be subject to a hybrid performance-related payment model. During the inception phase, expenses will be reimbursed on actual expenditure and fees will be paid on the successful delivery of the inception phase deliverables—the inception report. The inception report will be treated as a milestone and payment will be made on its satisfactory completion.

Under the **Implementation phase**, payments will be scheduled on a quarterly basis, in line with the UK fiscal year (April to March). Fees will be paid on a hybrid basis, with 50% of fees linked to deliverables/sub-outputs included in the bid, and 50% linked to KPI's to be paid on their achievement. Where payments against deliverables are tied to KPIs, note that payment will be subject to FCDO's approval of KPI achievement. FCDO will confirm the length of time to comment on drafts during the inception phase but it is expected to be 10 working days. Expenses will be paid on actual costs.

9.3 KPIs

Timeliness: FCDO will use Delivering on Time as a key criterion for performance evaluation against the deliverables.

Quality (1-6): FCDO will assess the quality of deliverables using FCDO standards and the extent to which a deliverable achieves the purpose it is meant to serve. For major evaluation deliverables, FCDO will use our Independent Quality Assurance processes to provide further validation of findings. We expect to rate deliverables based on their relevance, accuracy, clarity and coherence. We expect to use a 1-6 scale to rate the deliverables on their quality. Payments will be made once the BEJ programme team scores a deliverable 5 or above. If there is a dispute over the quality of a deliverable (e.g., a report), then feedback will be provided, and the supplier allowed an opportunity to improve the deliverable to the required standard. FCDO will make 100% payment for final version of a deliverable that receives score 6 on the 1-6 scale. FCDO will reduce the payment by 20% for every one-point reduction in score. Programme team providing scores will consist of PRO and Programme Managers.

Lessons Learned, captured, and shared (1-6): For reports, evaluations products, research products if meant to capture learning— FCDO will evaluate them also on the basis of how well the learning is captured and shared. A table is provided at Annex C to outline supplier performance assessment across the 1-6 criteria.

Financial management: regular and accurate forecasts within 5% maximum variance threshold and invoices (quarterly), linked to progress reporting, are submitted on time.

10 ADDITIONAL REQUIREMENTS

10.1 DUTY OF CARE

The supplier must be self-supporting and responsible for their own activities and should not rely on FCDO transport, offices, facilities, logistical or administrative support. Suppliers must include all such costs in their bids.

The Supplier owes a duty of care to the Supplier Personnel and is responsible for the health, safety, security of life and property and general wellbeing of such and their property and this includes where the Supplier Personnel carry out the services.

The Supplier warrants that it has and will throughout the duration of the Contract:

- carry out the appropriate risk assessment with regard to its delivery of the services;
- provide the Supplier Personnel with adequate information, instruction, training, and supervision;
- have appropriate emergency procedures in place to enable their provision of the Services so as to prevent damage to the Supplier Personnel's health, safety, security of life and property and general wellbeing.

The provision of information of any kind whatsoever by FCDO to the Supplier shall not in any respect relieve the Supplier from responsibility for its obligations under this section. The positive evaluation of the Supplier's proposal for the provision of the services and the award of this Contract is not an endorsement by FCDO of any arrangements which the Supplier has made for the health, safety, security of life and property and wellbeing of the Supplier personnel in relation to the provision of the services.

The Supplier acknowledges that the FCDO accepts no responsibility for the health, safety, security of life and property and general wellbeing of the Supplier Personnel with regard to the Supplier Personnel carrying out the Services under this Contract

FCDO will share available information with the consultants on security status and developments incountry where appropriate. Travel advice is also available online and the Supplier must ensure they (and their Personnel) are up to date with the latest position.

Suppliers will be fully responsible for Duty of Care of their own and sub-contract staff (if any).

If sub-contracted, the Suppliers must develop their Tender on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment. Suppliers 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 capability to manage their Duty of Care responsibilities throughout the life of the contract.
- If a Supplier 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.

Please note that the risk assessment will be re-examined at the point of transition between the Inception phase and the implementation phase. If at any stage, there are concerns that the Supplier cannot manage Duty of Care then they may be precluded from operating in that region. The ability of the Supplier to manage Duty of Care shall remain a pre-condition of the contract.

10.2 DO NO HARM

FCDO requires assurances 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 demonstrate a sound understanding of the ethics in working in this area and applying these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the design of interventions including monitoring and programme evaluations should recognise and mitigate the risk of negative consequence for women, children, and other vulnerable groups. 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.

A commitment to the ethical design and delivery of evaluations including the duty of care to informants, other programme stakeholders and their own staff must be demonstrated.

The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the contract. The Supplier must ensure their personnel receive the required level of training prior to deployment (where applicable).

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. These responsibilities must be applied in the context of the specific requirements the Supplier has been contracted to deliver (if Successful in being awarded the contract).

FCDO will not award a contract to a Supplier who cannot demonstrate they are willing to accept and have the capability to manage their duty of care responsibilities in relation to the specific procurement.

10.3 GENERAL DATA PROTECTION REGULATION

The General Data Protection Regulation (GDPR) is a legislation that came into force on 25th May 2018. GDPR builds on data protection legislation, with a focus on governing the processing of personal data. Personal data is information relating to an identified, or identifiable living person. Further information on personal data and general responsibilities under GDPR legislation is available at <u>The Data Protection Act</u>.

Under GDPR, the contract must be clear on the roles and responsibilities relating to the **Controller** and the **Processor**.

A **Controller** determines the purpose and means of processing personal data under the contract. The responsibilities of this role include:

- Ensuring a clear statement of what personal data can be gathered under the contract.
- Ensuring the Processor has the capability to meet the requirements of GDPR under the contract
- Ensuring a Data Protection Impact Assessment (DPIA) is carried out (where appropriate) prior to contract award.

A **Processor** is responsible for processing personal data on behalf of the Controller, as specified in the contract and their responsibilities include:

- Processing data in line with GDPR.
- Processing the data within the scope stated by the Controller in the contract.
- Ensuring any Sub-Processors they contract have the capability to meet the requirements of GDPR.

Relationship Status: If personal data is being processed, there are 3 main types of relationships that could arise in relation to the Controller and Processor roles under a supplier contract:

- FCDO is the Controller, and the Supplier is the Processor
- FCDO and the Supplier are operating as Joint Controllers.
- FCDO and the Supplier are operating as Independent Controllers

10.4 FCDO BRANDING

The successful Supplier will be responsible for ensuring full adherence with the guidance on when and how to use UKaid branding on all elements of the programme including but not limited to, programme offices, digital presence and publications. Full guidance on how and when to use the UKaid logo and branding can be found at https://www.gov.uk/government/publications/uk-aid-standards-for-using-the-logo.

10.5 TRANSPARENCY

In line with the International Aid Transparency Initiative (IATI), FCDO requires partners 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. Further information is available on <u>International Aid Transparency Initiative</u>. The Supplier

should submit copies of its supply chain (sub-contractor) invoices and evidence of payment when invoicing FCDO for its actual costs of procurement of local services and applicable management fee.

10.6 ETHICS AND SAFEGUARDING

All the activities of the MEL Hub should be in line with the FCDO Ethical Guidance for research, evaluation and monitoring activities.⁷

The standards related to confidentiality, informed consent, and equitable participation will be especially relevant to primary data collection. The MEL Hub should also consider how it will ensure findings are appropriately disseminated to programme beneficiaries.

The MEL Hub should consider whether external ethics approval is needed. For evaluations, monitoring and other activities, submission to Institutional Review Board (IRB)/Research Ethics Committee (REC) (and the relevant regulatory authority in the country) is not generally required, however FCDO expects the planning of data collection and analysis to reflect active consideration of ethical principles and standards.

10.7 OPEN ACCESS TO DATA

FCDO will have unlimited access to the material produced by the supplier in accordance with <u>our policy</u> <u>on open access to data</u> as expressed in our general conditions of contract.

11 ANNEXES

⁷ FCDO Ethical Guidance for Research, Evaluation and Monitoring Activities - GOV.UK (www.gov.uk)

ANNEX 1: THEORY OF CHANGE DIAGRAM

-	Programme operates as part of wider portfolio, underpinned by research and development, market systems development, and policy and programme efforts to support FoLU 2030 Net Sink goal. Wider supportive programmes – Low-Carbon Development Initiative 2 on policy and planning; P4F and MFF on investment; FGMC									
Input	Actors	Outp	uts	In	terim Outcomes		(Dutcomes		Impact
	National Government Provincial and District Government Government Agencies (eg. IEF) Development, im		ent of pipeline nenting	imp solu ▶ prot	lic and private entities lement nature-based itions for forest tection / sustainable lscape management	→	improve emissio remove	d deforestation, ed biodiversity, ns avoided or d through nature- olutions in project		Forest landscapes protected and restored Indonesia's unique biodiversity sustained
			ure-based	implement nature- solutions in suppor FoLU 2030 net sink		Increased investment mobilised and effectiv directed to implement nature-based solution proof of concept incre finance mobilised in t		ed and effectively d to implement based solutions; f concept increases	->	Sustainable livelihoods improved; prosperity of forest-dependent people in Indonesia grows
FCD0 ICF FCD0 s	Programme Implementing Partners		enforcement of key policies reduce incentives to erode		itutional landscape ngthened and iers addressed for st policies.	→	capacity ongoing	ed government y to deliver g forest governance tection.	->	Forest protection and restoration, biodiversity and livelihoods impacts enabled at scale.
	NOT MET) en	ol willing to ngage on key plicy areas.	Political environm enables interventi at key sites.		Widespread illegal lan practices can be suffic controlled in order to long-term success of p	cient ena	tly ble	The right to FPIC for is respected; benefit sharing arrangemen are equitable.		<i>CS</i> Adequate sources of finance are available to enable leveraging and to be effective.

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ANNEX 2. GOOD PRACTICE NOTE FOR ADAPTIVE RESULTS FRAMEWORK



ANNEX 3: SKELETON MONITORING FRAMEWORK

Programme name	
Programme number	
Programme description	

Impact

Impact statement	Indicators	Source	Baseline	Target [date]
	1.			
	2.			
	3.			

Outcome

Outcome statement(s)	Indicators	Source	Baseline	Target [date]
Outcome 1.	1.1			
	1.2			
	1.3			
Outcome 2.	2.1			

	2.2		
	2.3		
Outcome 3.	3.1		
	3.2		
	3.3		
Outcome to impact assumptions			

Monitoring / evaluation questions	Measures	Methods
1.	1.1	
	1.2	
	1.3	
2.	2.1	
	2.2	
	2.3	
3.	3.1	
	3.2	
	3.3	

Output

Output statement(s)	Indicators	Source	Baseline	Milestone [date]	Result [date]	Milestone [date]	Result [Date]
Output 1.	1.1						
	1.2						
	1.3						
Output 2.	2.1						
	2.2						

	2.3			
Output 3.	3.1			
	3.2			
	3.3			
Output to outcome assumptions				

Actionable Learning

Learning or research questions	Methodology	Proposed actions
1.1		
1.2		
1.3		

ANNEX 4 – SUPPLIER PERFORMANCE ASSESSMENT (1-6 SCORING CRITERIA)

Rating	Definition
6	Responsibilities delivered with a high level of efficiency and effectiveness.
0	Supplier proactively in taking steps to achieve outcomes according to contracted responsibilities
5	Responsibilities delivered with a high level of efficiently and effectively.
4	Minor effort required to improve delivery of one or more contracted responsibilities.
3	Effort needed to deliver contracted responsibilities.
2	Major effort needed to deliver contracted responsibilities.
2	Significant effort required from FCDO where service provider is not delivering.
1	Serious under performance. Not meeting most contract deliverables.

Annex A

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Appendix 1 of Call-down Contract (Terms of Reference)

Schedule of Processing, Personal Data and Data Subjects

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 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 the following Personal Data: [to be determined]
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data [and Special Categories of Personal Data]	
Plan for return and destruction of the data once processing complete	(UNLESS requirement under EU or European member state law to preserve that type of data)