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File Ref: PO 7393

Date: 24 June 2020

Contract Amendment No: 3

**CONTRACT FOR: UK Aid Direct – Fund Manager**

**CONTRACT NUMBER: PO 7393**

With reference to the contract dated 28/9/15, as most recently amended by the letter dated 2/8/19 both Parties have in principle agreed to the following variations to the Contract:

#### **Section 1 – Form of Contract**

##### **Paragraph 4 – Financial Limit**

**DELETE** Payments under this Contract shall not, in any circumstances, exceed £162,794,632.45 Exclusive of any government tax, if applicable, ("the Financial Limit"), of which XXX is in respect of management fees payable under the terms of the contract as detailed in Section 5. The balance, XXX is funds ring-fenced as grant funding for Civil Society Organisations.

**INSERT** Payments under this Contract shall not, in any circumstances, exceed £174,612,290.04 Exclusive of any government tax, if applicable, ("the Financial Limit"), of which XXX is in respect of management fees payable under the terms of the contract as detailed in Section 5. The balance, XXX is funds ring-fenced as grant funding for Civil Society Organisations.

#### **Section 2 – Terms and Conditions**

Insert Section 2 Annex A Special Conditions as attached.

#### **Section 3 – Terms of Reference**

Delete in toto and insert Terms of Reference revised May 2020 attached.

Insert Terms of Reference GDPR Cover attached.

Insert Appendix A as attached.

#### **Section 5 – Schedule of Prices**

Insert additional cost Proformas attached for the additional cost period.

2. These amendments relate to:
  - An increase to the financial limit of the contract.
  - An update to the Terms and Conditions.
  - Updated Terms of Reference.
3. Please confirm in writing by signing and returning one copy of this letter, within **15 working days** of the date of signature on behalf of DFID that you accept the variation[s] set out herein.
4. The Contract, including any previous variation, shall remain effective and unaltered except as amended by this letter.
5. Words and expressions in this letter shall have the meanings given to them in the Contract.

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

Name:

Position:

Signature:

Date:

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

Name:

Signature:

Mannion Daniels

Date:

Enc

## SPECIAL CONDITIONS

### 1. PROTECTION OF PERSONAL DATA

- 1.1 The Parties acknowledge that the factual activity carried out by each of them in relation to their obligations under this Framework Agreement and/or any Call Down contract will determine the status of each Party under the Data Protection Legislation. A Party may act as “Joint Controller” or a “Controller” or a “Processor” of certain Personal Data under this Contract. The Parties shall detail the envisaged status in Appendix B of the Terms of Reference (at Annex A of the contract) and update it where appropriate.
- 1.2 **Where a Party is Processing on behalf of the other Party who is the Controller**
- 1.2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, DFID is the Controller and the Supplier is the Processor unless otherwise specified in Appendix B of the Terms of Reference (at Annex A of the Call Down contract). The only processing that the Processor is authorised to do is listed in Appendix B of the Terms of Reference by the Controller and may not be determined by the Processor.
- 1.2.2 The Processor shall notify the Controller immediately if it considers that any of Controller's instructions infringe the Data Protection Legislation.
- 1.2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the services.
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.2.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with the Appendix A referred to in Clause 33.2.1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - a. nature of the data to be protected;
    - b. harm that might result from a Data Loss Event;
    - c. state of technological development; and
    - d. cost of implementing any measures;
  - (c) ensure that:
    - I. the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Appendix A referred to in Clause 33.2.1);
    - II. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - a. are aware of and comply with the Processor's duties under this clause;
      - b. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
      - c. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

- d. have undergone adequate training in the use, care, protection and handling of Personal Data; and
  - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - a. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
    - b. the Data Subject has enforceable rights and effective legal remedies;
    - c. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - d. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
  - (e) At the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 1.2.5 Subject to clause 33.2.6, the Processor shall notify the Controller without due delay and in any event within 48 hours if it:
- a. receives a Data Subject Access Request (or purported Data Subject Access Request);
  - b. receives a request to rectify, block or erase any Personal Data;
  - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - d. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - e. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - f. becomes aware of a Data Loss Event.
- 1.2.6 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 33.2.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- a. the Controller with full details and copies of the complaint, communication or request;
  - b. such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - c. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - d. assistance as requested by the Controller following any Data Loss Event;
  - e. assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.2.7 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- a. the Controller determines that the processing is not occasional;
  - b. the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
  - c. the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.2.8 Where the Supplier is the Processor it shall allow for audits of its Data Processing activity by the

DFID or its DFID's designated auditor.

- 1.2.9 Each party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 1.2.10 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
  - a. notify the Controller in writing of the intended Sub-processor and processing;
  - b. obtain the written consent of the Controller;
  - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 33.2 such that they apply to the Sub-processor; and
  - d. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.2.11 The Processor shall remain fully liable for all acts or omissions of any Sub-processor
- 1.2.12 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable Controller to Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement
- 1.2.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. DFID may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

### 1.3 Where the Parties both Control Personal Data Independently

- 1.3.1 With respect to Personal Data which a Party acts as Controller but which is not under the Joint Control (because the Parties determine the means and purposes of processing Personal Data independently of each other) each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller and with this Clause 33.3.
- 1.3.2 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 33(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
- 1.3.3 Each Party shall promptly (and without undue delay) notify the other Party if in relation to any Personal Data processed by it as independent Controller in the performance of its obligations or the exercise of its rights under this Legal Services Contract if:
  - (a) it receives a complaint, notice or communication which relates to either Party's actual or alleged non-compliance with the Data Protection Legislation; or
  - (b) it becomes aware of a Personal Data Breach;and shall provide the other Party with such assistance and cooperation as is reasonably requested by the other Party in order to address and resolve the complaint, notice, communication or Personal Data Breach.
- 1.3.4 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (**the "Claim Losses"**): the Party responsible for the relevant breach shall be responsible for the Claim Losses.
- 1.3.5 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be appropriate for them to retain such Personal Data under applicable Data Protection Law Legislation and their privacy policy (save to the extent and for the limited period) that such information needs to be retained by the a Party for statutory compliance the purposes of complying with Law or as otherwise required by this Contract), and taking all further actions as may be necessary or desirable to ensure its compliance with Data Protection Law Legislation and its privacy policy

## 1.4 Where the Parties both Controllers of Personal Data Jointly

- 1.4.1 Where the Parties jointly determine the purposes of means of processing Personal Data in accordance with GDPR Article 26, the Parties shall identify the applicable Personal Data under Joint Control in Appendix B and the Parties shall enter into a Joint Controller Agreement based on the terms outlined in Appendix B in replacement of Clause 33.2-33.3 which shall not apply for any such the Personal Data under Joint Control.

## 2. SAFEGUARDING

- 2.1 For the purposes of this Clause 50, “**Reasonable Measures**” shall mean:

all reasonable endeavours expected to be taken by a professional and prudent supplier in the Supplier's industry to eliminate or minimise risk of actual, attempted or threatened exploitation, abuse and harassment (including Sexual Abuse, Sexual Exploitation and Sexual Harassment) and whether or not such conduct would amount to a criminal offence in the United Kingdom or an offence under the laws of the territory in which it takes place (together “**Serious Misconduct**”) as is reasonable and proportionate under the circumstances. Such endeavours may include (but shall not be limited to):

(a) clear and detailed policies and guidance for Supplier Personnel, Supplier Providers and where appropriate, beneficiaries;

(b) developing, implementing and maintaining a safeguarding plan throughout the term (including monitoring);

(c) provision of regular training to Supplier Personnel, Supplier Providers and where appropriate, beneficiaries

(d) clear reporting lines and whistleblowing policies in place for Supplier Personnel, Supplier Providers and beneficiaries,

(e) maintaining detailed records of any allegations of Serious Misconduct and regular reporting to DFID and the Appropriate Authorities (where relevant) of any such incidents;

(f) any other Good Industry Practice measures (including any innovative solutions),

- 2.2 The Supplier shall take all Reasonable Measures to prevent Serious Misconduct by the Supplier Personnel or any other persons engaged and controlled by it to perform any activities under this Agreement (“**Supplier Providers**”) and shall have in place at all times robust procedures which enable the reporting by Supplier Personnel, Supplier Providers and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by the Supplier or Supplier Personnel to investigate such reports.

- 2.3 The Supplier shall take all Reasonable Measures to ensure that the Supplier Personnel and Supplier Providers do not engage in sexual activity with any person under the age of 18, regardless of the local age of majority or age of consent or any mistaken belief held by the Supplier Personnel or Supplier Provider as to the age of the person. Furthermore, the Supplier shall ensure that the Supplier Personnel and Supplier Providers do not engage in ‘transactional sex’ which shall include but not be limited to the exchange of money, employment, goods, or services for sex and such reference to sex shall include sexual favours or any form of humiliating, degrading or exploitative behavior on the part of the Supplier Personnel and the Supplier Providers. For the avoidance of doubt, such ‘transactional sex’ shall be deemed to be Serious Misconduct in accordance with Clause 50.1.

- 2.4 The Supplier shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by the Supplier Personnel and Supplier Providers to DFID, including DFID's Counter Fraud Section at [reportingconcerns@dfid.gov.uk](mailto:reportingconcerns@dfid.gov.uk) or +44 (0)1355 843747, and where necessary, the Appropriate Authorities.

- 2.5 The Supplier shall fully investigate and document all cases or potential cases of Serious Misconduct and shall take appropriate corrective action to reduce the risk and/or eliminate Serious Misconduct being committed by the Supplier Personnel and Supplier Providers (which may include disciplinary action, termination of contracts etc.), such investigations and actions to be reported to DFID as soon as is reasonably practicable

- 2.6 The Supplier shall not engage as Supplier Personnel or Supplier Provider for the purposes of the Services any person whose previous record or conduct known to the Supplier (or reasonably ought to be known by a diligent supplier which undertakes the appropriate checks) indicates that they are unsuitable to

perform the Services and/or where they represent an increased and unacceptable risk of committing Serious Misconduct.

- 2.7 The Supplier shall comply with all applicable laws, legislation, codes of practice and government guidance in the UK and additionally, in the territories where the Services are being performed, relevant to safeguarding and protection of children and vulnerable adults, which the Supplier acknowledges may include vetting of the Supplier Personnel by the UK Disclosure and Barring Service in respect of any regulated activity performed by the Supplier Personnel (as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended)) and/or vetting by a local equivalent service. Where DFID reasonably believes that there is an increased risk to safeguarding in the performance of the Services, the Supplier shall comply with any reasonable request by DFID for additional vetting to be undertaken.
- 2.8 Failure by the Supplier to:
- 2.8.1 put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or
  - 2.8.2 fully investigate allegations of Serious Misconduct; or
  - 2.8.3 report any complaints to DFID and where appropriate, the relevant authorities (including law enforcement)

shall be a material Default of this Contract and shall entitle DFID to terminate this Contract with immediate effect.

#### **Additional definitions.**

**“Appropriate Authorities”** means any and/or all of (as may be relevant under the circumstances) the UK government bodies and/or government bodies/agencies in the territory where Serious Misconduct may have or is suspected of having taken place, which have responsibility for safeguarding, recording, investigating, enforcing and/or determining allegations of Serious Misconduct and which may include (but shall not be limited to), the DFID, the National Crime Agency, UK Police force, local territory police forces, and social services

**“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer”** take the meaning given in the GDPR.

**“Data Protection Legislation”** (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

**“Data Protection Impact Assessment”**: an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data.

**“Data Loss Event”**: any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

**“Data Subject Access Request”**: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**“DPA 2018”** : Data Protection Act 2018

**“GDPR”** the General Data Protection Regulation (*Regulation (EU) 2016/679*).

**“Joint Control”** means Personal Data which under the Control of Joint Controllers in accordance with GDPR Article 26;

**“Processor Personnel”** means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement and/or call down contract

**“Sexual Abuse”** means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions, and all sexual activity with someone under the age of 18, regardless of local age of majority or consent under the laws of the territory in which it takes place and regardless of any mistaken belief (by the relevant individual) as to the age of a child;

**“Sexual Exploitation”** means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes. Includes profiting monetarily, socially, or politically from sexual exploitation of another;

**“Sexual Harassment”** means unwelcome sexual advances (also but not exclusively without touching). It includes requests for sexual favours, or other verbal or physical behaviour of a sexual nature, which may create a hostile or offensive environment.

**“Sub-processor”**: any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement.

**“Supplier Provider”** means persons engaged and/or controlled by or on behalf of the Supplier pursuant to any activities undertaken by the Supplier under this Agreement.



### **Section 3**

#### **TERMS OF REFERENCE**

##### **General Data Protection Regulations (GDPR)**

Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in App A and the standard clause 1 in section 2 Annex A of the contract.

## Contract Section 3

## Terms of Reference

**Terms of Reference: Fund Manager UK Aid Direct (and Global Poverty Action Fund)****A. Introduction**

1. The Department for International Development (DFID) leads the UK government's effort to fight global poverty. DFID's approach to international development is focused on delivering results, transparency and value for money in British aid.
2. DFID recognises the contribution that Civil Society Organisations (CSOs) have to make to eliminating poverty by: reaching poor and marginalised people, helping poor people set standards for their lives and demanding that they be met, and providing basic services and livelihoods in places that the government or private sector have not reached.
3. DFID has five objectives for its work with civil society:
  - i. Provide goods and services to the poor, particularly the hard to reach;
  - ii. Help people in developing countries hold governments and others to account and influence decisions that affect poor people's lives;
  - iii. Support poor people to do things for themselves;
  - iv. Build support for development by encouraging UK citizens;
  - v. Build and maintain the capacity and space for an active civil society.
4. UK Aid Direct is the second phase of the Global Poverty Action Fund (GPAF) and the central mechanism for DFID's support to small and medium sized Civil Society. The agreement to continue the fund demonstrates DFID's ongoing commitment to supporting small and medium sized CSOs. The design of UK Aid Direct takes into consideration the experience and learning of the GPAF and aims to extend its impact. The first funding round of UK Aid Direct, focused on 'finishing the job' on the off track health MDGs, was launched in October 2014.
5. UK Aid Direct has been designed to be an adaptive, demand-led fund with the ability to respond to UK development priorities in the context of a rapidly changing world. The Fund Manager will need to combine flexibility, adaptability and judgement with robust value for money and high-quality programme management. Flexibility will be required to respond to UK Government priorities and post-2015 Sustainable Development Goals, with capacity to surge staff inputs as required. DFID will agree the strategic direction of the Fund on an annual basis and the Fund Manager will need to be flexible in responding to this direction. Adaptability will be demonstrated in the Fund Manager's ability to learn from the Fund, Grant holders and wider interactions with Civil Society and other networks, to modify processes and ultimately better deliver the programme to reduce poverty and deliver objectives. There will be a strong emphasis on communications, including the use of technology and digital tools to manage information and engage with grant holders and a broad range of stakeholders.

## Contract Section 3

## Terms of Reference

6. The Global Poverty Action Fund was launched in 2010 and has awarded 182 grants. Grants have varied in size between £45,000 and £4 million, and last up to 3 years. All GPAF funding (£140 million) has now been committed. The final round of GPAF grants will commence implementation in April 2015 and final closure of the GPAF grant portfolio will take place in 2018. Established as a demand-led challenge fund, the GPAF is supporting projects focused on poverty reduction and pursuit of the MDGs, through tangible changes to poor people's lives, including through: service delivery, empowerment and accountability, innovation and work on conflict, security and justice. Projects were selected on the basis of demonstrable impact on poverty, clarity of outputs and outcomes, and value for money.
  7. The intended impact of UK Aid Direct will be to support the achievement of the MDGs and post-2015 sustainable development goals, through financing civil society programmes in the following areas;
    - i. Increasing access to services by specific groups – often those who are marginalised or discriminated against<sup>1</sup>; and, providers' lack of capacity to deliver services in areas such as, but not confined to: WASH<sup>2</sup>, health<sup>3</sup>, education<sup>4</sup>, finance<sup>5</sup>, and sustainable livelihoods<sup>6</sup>;
    - ii. Enabling citizens to overcome the barriers to the ability to demand access to such services by citizens and civil society, coupled with the lack of knowledge of rights to services<sup>7</sup>;
    - iii. Changing social attitudes and approaches that result in problematic situations for certain groups e.g. FGM, early marriage, and social discrimination; and
    - iv. Increasing economic empowerment which includes access to credit, business knowledge, access to markets; and policies or lack of policies which impact on groups and create or are the result of barriers and legislation<sup>8</sup>.
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**B. Objective**

8. DFID is looking for an experienced and dynamic Fund Manager to:
  - Design and implement UK Aid Direct as a flexible and adaptive fund for small and medium sized CSOs;
  - Manage the portfolio of ongoing GPAF grants to completion (approximately 110 grants worth £70 million in DFID funding, due to end between 2015-18);

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1 <http://www.ohchr.org/Documents/Issues/Minorities/UNDPMarginalisedMinorities.pdf>

2 <http://www.unep.org/dewa/vitalwater/article63.html>, 2008

3 Peters, DH et al. 2008, Poverty and access to health care in developing countries Ann N Y Acad Sci. 2008;1136:161-71. Epub 2007 Oct 22

4 Shari Krishnaratne, Howard White and Ella Carpenter (2013) Quality education for all children?, 3ie Working Paper

5 Beck, Thorsten, Asli Demirgüç-Kunt, and Ross Levine, 2007. "Finance, Inequality and the Poor," Journal of Economic Growth, 12(1)

6 Awaiting advice

7 Harry Jones et al. (2012) Knowledge, Policy and Power in International Development: A Practical Guide, Policy Press

<sup>8</sup> <http://www.unwomen.org/ru>

## Contract Section 3

### Terms of Reference

- Support smaller CSOs and organisations which have not previously been funded by DFID to strengthen their capacity and effectiveness;
  - Promote innovation amongst CSOs to pilot new and untested approaches and generate evidence and learning to respond to changing needs, contexts and priorities.
9. Although the second phase of an existing fund, UK Aid Direct represents a step change in DFID's support to small and medium sized CSO. The fund has been designed to be flexible and adaptive, with the intention that funding opportunities are agreed in advance as part of a regular decision-making cycle by DFID Ministers. Rather than fixed parameters around thematic scope, grant value and duration, UK Aid Direct will offer evolving opportunities that align to global international development needs and UK Government priorities. Due to this flexible design, the Fund Manager will need to be highly responsive and dynamic, and have the ability to manage changing requirements.
  10. DFID will provide minimum resources of £174 million until 2026 with the commitment including grant funding and Fund Manager and Independent Evaluation Manager costs to support the successful delivery of the UK Aid Direct programme.
  11. The Supplier will need to demonstrate value for money at all times through grant management and through the vfm of the grants recommended for DFID funding. The Fund Manager will need to demonstrate that their administrative costs are efficient and that management processes are designed to maximise value for money. Fund Management fees and expenses will be funded from the £174 million commitment and therefore should represent good value and maximise the investment available to CSOs and evidence generation.
  12. Further details on the design of UK Aid Direct can be found in the Business Case. Information on the experience of the GPAF to date can be found in the supporting documents listed below:
    - GPAF Mid Term Evaluation
    - GPAF Annual Review 2014
    - GPAF grant data (ongoing grants September 2015 – 2018)
- 

### **C. Recipient**

13. The recipient of the Fund Manager services will be DFID and Civil Society Organisations (CSOs). The ultimate recipient of the grant funds will be the extreme poor, hard to reach and marginalised communities, who will be the beneficiaries of CSO grant holder projects.
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## Contract Section 3

## Terms of Reference

**D. Scope**

14. The scope of Fund Management is to effectively design operational procedures and manage UK Aid Direct funds going forward and to manage the existing portfolio of Global Poverty Action Fund (GPAF) grants to closure. The Fund Manager should propose innovative and new ways of working that meet the requirements of a flexible and adaptive fund.
15. The Fund Manager will be accountable to:
  - DFID for the performance of the fund and grants.
  - To grant holders for grant management, learning and communications.
16. Four distinct phases are envisaged (which can run in parallel):

**A. Inception (including handover from current Fund Manager)**

This phase will focus on establishing the Fund Manager's approach to managing UK Aid Direct. As well as completing an effective handover with existing Fund Manager, ensuring, all GPAF and first round UK Aid Direct information comprehensively transferred with good communication and no break in service to DFID or grant holders.

**B. UK Aid Direct Grant award and management of UK Aid Direct funds**

Launch calls for proposals and manage UK Aid Direct funding rounds. Work with CSOs to strengthen capability to apply for and manage DFID funding. Carry out due diligence on all provisionally awarded grants and manage grant set-up. Proactively manage the fund as a portfolio of grants with strong financial and risk management. Use learning to support grant holders in implementation and adapt fund processes.

**C. Management of GPAF projects**

Proactive management of ongoing GPAF grants (approx. 111 grants) until portfolio closure in 2018. Fund management and CSO support as outlined for UK Aid Direct grants above.

**D. Programme Closure**

Effective closure on completion of all UK Aid Direct grants by end of FY 2025/26.

17. The impact, outcome and outputs of UK Aid Direct are set in the indicative logframe in the business case that will be refined and agreed with DFID during the inception phase. The logframe will continue to be refreshed and updated after each subsequent set of grants is agreed, and on an annual basis as part of the annual review process by the Fund Manager to ensure it continues to accurately reflect the programme.

## Contract Section 3

### Terms of Reference

#### **Fund Manager Qualities**

18. The Fund Manager will need to:
  - Embed a competitive approach in funding rounds, drive high performance and efficiency and ensure that only the best proposals are funded.
  - Take an agile approach and be responsive and flexible so that the programme can adapt to emerging evidence and trends from ongoing monitoring, evaluation, reporting and learning that feeds back into the programme.
  - Be structured with clear criteria and incentives to engage a full range of actors.
  - Be straightforward with a clear rationale for its model and approach while minimising the level of complexity needed to achieve the overarching aims
19. The Fund Manager will need to demonstrate leadership qualities to drive the programme and act as a catalyst for change in the sector. This will require the Fund Manager to be:
  - Linked into the right networks to effectively communicate the vision and ambition of the programme to the sector.
  - Proactively identifying and brokering partnerships and opportunities for change.
  - Thinking creatively about how to drive change within the sector – not just through existing mechanisms but developing new solutions and better ways of doing things

#### **Fund Manager Team**

20. The Fund Manager will need to provide a specialist team capable of delivering both the technical and administrative requirements of the programme. This may be through a single supplier or a number of suppliers working together as a consortium. Consortium bids will be required to nominate a lead agency to represent the consortium in any communication with DFID. Consortium bids will also be expected to demonstrate how they will ensure coherence and consistency across the range of organisations. Due to the nature of the UK Aid Direct programme, the Fund Manager will need to be responsive to the peaks and troughs of the Fund Management work cycle, and demonstrate good value for money in the number and use of core team of staff.
21. The Fund Manager will need to demonstrate that it has or can mobilise a strong in-country network to engage directly with grant holders, DFID country offices, partnerships and the wider sector and that they have significant experience and expertise in working with CSOs in developing countries.

#### **Capacity building**

22. The Fund Manager will need to take an active role in providing support to Civil Society through the development of proposals and then post-award stage for grant holders through targeted capacity building including but not limited to

## Contract Section 3

### Terms of Reference

Monitoring and Evaluation, Learning, Financial Management and Risk and Asset management.

#### **Financial Management and value for money**

23. The Fund Manager is responsible for the financial management of, and driving value for money in, all grants, as well as the overall fund as a portfolio of grants. The Fund Manager will disburse funds to grant holders from funds held in a DFID Client Account. Budgets will be agreed on an annual basis with DFID and should be aligned to the UK financial year (April-March). Any unspent funds will not be made available the following year. All payments for the Fund Manager's fees and expenses will be made in arrears.
24. DFID prefers the Fund Manager to make payments to grant holders quarterly in arrears. For grants to small CSOs, an advance funding mechanism may be available where there are no other alternatives and the Fund Manager can demonstrate how such a mechanism delivers the best value approach for DFID. The Fund Manager will assess and agree applications for advance payments from individual grant holders, liaising with DFID as appropriate. The Fund Manager will be expected to minimise the number of grant holders being paid in advance.
25. Any interest accrued by the Fund Manager stemming from balances held through advance payments of grant funds can be used to offset any bank charges incurred through the normal operations of the account. Any interest over and above such bank charges will remain the property of DFID.

#### **Risk Management**

26. The Fund Manager is responsible for the management and mitigation of all risks associated with UK Aid Direct and GPAF grants. This will include:
  - responsibility for due diligence to assess the capacity and capability of potential grant holders to fulfil grant outcomes and meet fund requirements
  - an audit process covering all aspects of partnership delivery and management
  - a risk management process covering risks at all levels of the programme
  - a clear mechanism for managing any conflict of interest between the DFID, the Fund Manager (including any potential consortia members), the Evaluation Manager and any other potential stakeholders.
27. The Fund Manager will also be responsible for reporting immediately any suspicion of fraud and corruption. DFID has a zero-tolerance policy for fraud, bribery and corruption.

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**Learning and knowledge management**

28. The Fund Manager will support the generation of knowledge and evidence for working with Civil Society and supporting small and medium sized CSOs in particular.
29. Bidders should propose proactive and effective ways through which Learning and knowledge can be shared amongst grant holders in order to strengthen performance and support adaption, as well with DFID and externally within the sector.

**Sustainability**

30. Sustainability is an important aspect of UK Aid Direct. The Fund Manager should spend the full allocation of funds by the end of the programme and adhere to annual budgets, but will need to think beyond this date when assessing proposals to avoid investing money in unsustainable initiatives. A key aim of the programme will be to establish long-lasting relationships between a range of stakeholders that lead to sustained impact beyond the funding provided by DFID e.g. CSO and Fund Manager, CSO and UK Government, CSO and DFID, DFID and CSO umbrella networks.

**Communications, digital content and information management**

31. DFID requires the Fund Manager to manage all information relating to the funds, grants and performance, efficiently and securely, and in a way that can also be accessed by the DFID team.
32. The Fund Manager will be responsible for establishing a strong communications strategy for the Fund. In collaboration with DFID the Fund Manager should promote UK Aid Direct and funding opportunities to CSOs.
33. All digital<sup>9</sup> content produced by the Fund Manager is subject to UK government digital principles as set out by the Government Digital Service (GDS). All digital developments should:
  - put the needs of users first
  - learn from and improve these services over time
  - be freely available for other DFID programmes to use
 For more information see <https://www.gov.uk/designprinciples>.

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<sup>9</sup> Digital is defined as any service provided through the internet to citizens, businesses, civil society or non-government organisations. This includes, but is not limited to information services, websites, transactional services, web applications (eg maps), mobile apps, and extranets. For DFID this includes services provided by others but funded by DFID programme spend.



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34. The Fund Manager should consider the use of digital elements to maximise value for money while ensuring the programme remains inclusive and fully accessible. Any proposed digital elements will require approval in line with DFID's smart rules<sup>10</sup>. The Fund Manager will also work with DFID to ensure that all GPAF and UK Aid Direct data is transparently detailed on DFID's DevTracker tool. All bidders will provide a "no cost" digital solution for their bid and are allowed only one "costed" option to which they must state the benefits of in comparison to their "no cost" solution in proposals submitted.
35. The Fund Manager should also establish a facility to support the online sharing of knowledge and learning between GPAF and UK Aid Direct grant holders. The Fund Manager should not propose unnecessary bespoke systems or tools, but instead make use of existing and freely available systems and tools in all aspects of the programme where possible.

### Transparency

36. The Fund Manager must apply transparency standards in line with the UK Aid Transparency Guarantee<sup>11</sup> by ensuring the publication of all programme information and data in line with the relevant categories of International Aid Transparency Initiative (IATI). The Fund Manager must ensure that all Grant Holders are also IATI compliant.

### E. Requirements

The outputs that the Fund Manager will be responsible for delivering will include:

#### Inception

- Standard operating procedures and agree ways of working with DFID.
- The fund management team structure and governance systems (to be agreed by DFID).
- A strategic programme plan including an annual work plan
- A programme level logframe (including identifying the specific data and information requirements and setting baselines).
- A strong financial management strategy (including the establishment of associated systems, policies, guidance, templates and tools).
- Appropriate programme funding mechanisms, including a DFID Client Account for this programme, to receive and administer DFID funds as agreed with DFID.
- A value for money strategy, based on DFID's value for money policy and what has already been implemented, including indicators to be tracked throughout the programme.

<sup>10</sup> <https://www.gov.uk/government/publications/dfid-smart-rules-better-programme-delivery>

<sup>11</sup> <https://www.gov.uk/government/policies/making-uk-aid-more-open-and-transparent/supporting-pages/uk-aid-transparency-guarantee>

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- A performance management and reporting strategy including the associated systems, policies, guidance, templates and tools needed to implement it. The strategy should cover performance of the Fund Manager, the Fund and individual grant holders including how poor performance will be managed.
- A risk management strategy including the associated systems, policies, guidance, templates and tools needed to implement it.
- A clear Fraud and Anti-Corruption policy for the programme which is actively communicated and monitored with a clear escalation policy established with DFID.
- Effective handover of all GPAF and UK Aid Direct grants and management from current Fund Manager.
- An information management and data system for storing and managing all programme data.
- An approach to learning and knowledge management.
- A communications strategy (to be agreed with DFID).
- Establish a Steering Group for UK Aid Direct.
- Ensure all strategies, systems, policies, processes, guidance and templates and tools take account of DFID's Smart Rules and support DFID to seek the necessary internal approvals prior to use.
- Regular meetings with DFID throughout the inception period.
- Respond to requests from DFID on an ongoing basis with rigour and evidence in a timely manner.
- A clear exit strategy for each of the contract break points and the end of the programme.

#### Manage funding rounds and grant set up

- In advance of each funding round, design and agree with DFID; the funding criteria, timeline, assessment framework for recommending grant awards and communications approach<sup>12</sup>.
- In advance of each funding round, design and agree with DFID an appropriate and proportionate competitive fund process including associated systems, policies, guidance, templates and tools, to receive applications for DFID approval.
- Proactively launch funding rounds and implement the competitive application process.
- Technical support to applicants during each funding round.
- Comprehensive assessment of all applications for funding, scoring against the agreed set of funding criteria.
- Confirm that proposed funding reflects Value for Money by using benchmarks, cost comparisons and agreeing formal efficiency savings targets.
- Present funding recommendations, considering individual grants as well as the funding round as a portfolio of projects, to DFID as part of each selection round. DFID will take final funding decisions.
- Provide comprehensive feedback on all applications.
- Carry out due diligence assessments and agree any mitigating actions prior to the final agreement of grants.
- Ensure all successful proposals have concrete M&E plans designed to collect systematic baseline data.

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<sup>12</sup> This should be based on what has been used for the first round of UK Aid Direct funding as a minimum.

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- Develop standard indicators that can be used to provide an aggregate report of the Fund portfolio.
- Producing and issue and sign grant arrangements on behalf of DFID<sup>13</sup>.

#### Manage the Fund

- Implement the strategic programme plan and annual work plan (as agreed).
- Monthly management meetings with DFID team.
- Strong and proactive financial management according to agreed strategy. Produce quarterly and annual financial returns for the programme showing amounts disbursed, broken down into individual grants in DFID's financial year period.
- Implement the agreed performance management approach.
- Implement the agreed risk strategy including proactive management of the risk matrix for submission to DFID on a quarterly basis with key programme risks reviewed on a monthly basis in management meetings with DFID.
- Implement the agreed audit process
- Implement the agreed communications and information management strategy.
- Lead on learning.
- Monitor the programme logframe and refresh regularly, at least on an annual basis to measure progress and performance. Collect and aggregate data from funded grants to report consolidated results to DFID against the agreed logframe.
- Develop guidance and support grant holders with specific areas that may be challenging (e.g. how to track Value for Money throughout the life of the grant).
- Gather and disseminate lessons learned and report these to DFID to agree the evolution of programme objectives, approach and management.
- Convene quarterly meetings of the Steering Group and act as the Secretariat (be responsible for managing meetings and identifying and following up on key points).
- Support the Evaluation Manager and DFID to develop the evidence base for civil society impact and generate learning from the Fund
- Support the Evaluation Manager in the design and implementation of an evaluation and learning strategy to be agreed by DFID.

#### Manage the grants

- Ensure robust and transparent assessment and supervision of grants.
- Strong and proactive financial management according to agreed strategy, to include timely disbursement of funds. Ensure that any unspent funds at the end of the grants are reimbursed to DFID.
- Implement the agreed performance management approach.
- Implement the agreed risk strategy.
- Manage existing GPAF grants to completion with minimal operational change for existing Grant Holders
- Provide hands on induction support to all new grants to ensure they are fully briefed in the requirements of the funding agreement and have robust financial

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<sup>13</sup> Where the term 'Fund Manager' is mentioned in grant arrangements with fund recipients it is understood that the Fund Manager (and not DFID) are responsible for the related tasks.

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and performance management process in place to deliver against these requirements.

- Monitor individual grants compliance with internationally approved transparency guidelines and principles applied by DFID in relation to programme funds and report to DFID on progress.
- Receive Annual Audited Accounts from all fund recipients and verifying that the programme funds were expended in accordance with the agreed terms of the grant.
- Ensure the correct and proper close-down of grants in line with approved plans.
- Deal with ad hoc enquiries relating to all grants.

#### Closing the fund

- Complete all financial and narrative reporting and close down grants
  - Transfer all programme data back to DFID
  - Return any outstanding funds back to DFID. The Fund Manager will be liable for all unaccounted for funds.
  - Effective handover of all GPAF and UK Aid Direct grants and management to newly contracted Fund Manager.
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### **F. Reporting, Monitoring and Evaluation**

37. The annual and in-year reporting requirements are outlined below. This will be finalised in post-tender clarifications and inception period. The data gathered from the reporting processes will be used to monitor the performance of the Fund.

#### Annual reporting

38. The Fund Manager will produce a range of annual financial and narrative reports including:
- An annual narrative report with updated logframe aligned with DFID corporate reporting requirements and dates. This report should include an annex with a results, risk and finance summary.
  - An annual budget profile and monthly forecasts for both UK Aid Direct and GPAF grants and management fees for the next 12 months by a prior-approved deadline with DFID each year.
  - An annual financial statement showing the agreed budget and the actual spend for both partnership funds and management fees for the preceding 12 months by a prior-approved deadline with DFID each year
  - An annual independently audited financial statement for the grant funds account by a prior-approved deadline with DFID each year
  - A project completion report for UK Aid Direct no later than 3 months after the completion of the final grant or 31 December 2026, to be agreed with DFID.

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39. The Fund Manager will develop and agree with DFID a format for each of the reports during the inception phase of the programme.

#### In year reporting

40. The Fund Manager will produce a range of in year financial and narrative reports including:
- Monthly reports against the annual work plan (linked to a meeting with the DFID team)
  - Quarterly forecast and spend updates for both grant funds and management fees and expenses
  - Quarterly results, finance and risk summary dashboard.

#### Evaluation

41. An Evaluation Manager has already been contracted until January 2017 for the GPAF. DFID is planning the evaluation for UK Aid Direct and will coordinate with the Fund Manager. Generating evidence from UK Aid Direct is a key aim of the business case and evaluation will be an important aspect for the duration of the Fund. DFID will keep the Fund Manager informed of decisions about future Evaluation plans.
42. The current Evaluation Manager for the GPAF will work with the Fund Manager during the inception phase to ensure a coherent approach.
43. The Fund Manager will be responsible for supporting grant holders throughout the monitoring cycle. This will include:
- Helping grant holders finalise what data to collect and how to collect it, balancing quantitative and qualitative data and using a variety of methodologies;
  - Ensuring adherence to aid effectiveness principles and cost-effectiveness;
  - Quality assuring the data and progress reports;
  - Aggregating the data and progress reports into regular overall progress reports for DFID and other stakeholders set against milestones and targets in the logframe;
  - Aggregating end of project data into an overall project completion report; and
  - Updating the logframe annually at the annual review stage in coordination with the Evaluation Manager using recommendations made by DFID.
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### **G. Governance**

44. DFID and the Fund Manager will agree the clear delineation of roles and responsibilities with regard to the implementation of UK Aid Direct.

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45. The Fund Manager will be responsible for the day-to-day management of the Fund and will be accountable to DFID for the overall performance of the Fund and grants.
  46. DFID will agree the operational procedures, annual priorities and work plan for the Fund and provide strategic direction. DFID will have final approval on all grant awards. DFID may approve delegated authority to the Fund Manager for specific processes. Delegated authority will only be valid with DFID's prior approval.
  47. Following the end of the inception phase the expectation is for DFID and the Fund Manager to manage work through monthly meetings (apart from ad hoc issues which require DFID's immediate attention and oversight). These meetings will also be used to review progress.
  48. A Steering Group will be established to provide additional strategic inputs and challenge. It will also monitor the performance of the Fund Manager against KPIs.
- 

### **H. Performance management**

49. To incentivise high performance suppliers are required to propose Key Performance Indicators (KPIs) that will be agreed between DFID and the successful bidder during the post-tender clarification stage, prior to formal contracting. KPI's should be cross cutting across all of the Fund Manager's key areas of responsibility.
  50. It will be further required that suppliers link proposed KPI's to a portion of the fee for services rendered to form part of a performance linked component
  51. These KPIs will ensure that the management of the contract is undertaken as transparently as possible, and a clear understanding of roles and responsibilities between the DFID team and the Fund Manager.
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### **I. Timeframe**

52. The contract will be let for 10 years. There will be break points where the Fund Manager will require formal approval from DFID before continuing:
  - Break Point 1 – at the end of the inception phase after 6 months
  - Break Point 2 – at the end of the GPAF phase of the programme (approx. August 2018)

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- Break Point 3 – at the end of the current contract and allocation of UK Aid Direct grants (30 April 2021)
53. Movement from one stage to the next will be dependent on DFID's acceptance of the design of the programme at the end of the inception phase, satisfactory performance against KPIs, progress of the Fund Manager against the outputs specified in the agreed work plan and the political and security context for continued implementation of the programme.
54. All grants must be fully completed and closed by 31 December 2026. This includes:
- All grant funds must be disbursed and fully accounted for
  - All grant reporting must be fully completed and submitted
- 

### **J. Cost, financial management & Contracting**

55. The overall funding commitment to UK Aid Direct and GPAF includes all programme costs; fund management, evaluation and grant funds. DFID is therefore looking for maximum value from the Fund Manager contract, so to maximise the amount funding available to CSOs as grants.
56. We expect the Fund Management costs to represent between 7–12% of the overall funding commitment. Commercial proposals will be scored on competitiveness.
57. UK Aid Direct funding profile:  
It is anticipated the Fund Manager will launch 14 calls for proposals from award of the contract until 2021. These funding rounds will award approximately 300 grants in total. Aim to award 10% of funding to small Civil Society Organisations. This is an estimate and has been developed to allow suppliers to cost on the same model for comparison purposes. It is not an indication of future funding models, as the UK Aid Direct programme is a flexible and adaptive model.
58. The GPAF funding profile is included in the tender pack. GPAF grants will continuously close until 2018.
59. It is DFID's intention to manage this contract on an output based model. Suppliers will be required to propose payments that are aligned to outputs/deliverables or milestones. It will also be a requirement for suppliers to propose Key Performance Indicators linked to a portion of management fees that will govern the performance of the contract.
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**K. DFID coordination**

60. A DFID programme team consisting of the Senior Responsible Officer (SRO) for UK Aid Direct (and GPAF), UK Aid Direct Programme Managers and Programme Officer will have the day-to-day oversight and management of the Fund Manager. The Fund Manager will report directly to the DFID team.

61. Due to the flexible and adaptive design of UK Aid Direct, involvement and inputs from the other staff in DFID will be on a needs basis. For example, particular policy teams may have significant involvement in the design and assessment of specific funding rounds. The Fund Manager will need to be responsive to the requirements of DFID in relation to adaptability and future funding rounds, however final decisions will be made by DFID and authority delegated to the Fund Manager only by DFID's prior approval.

**L. Duty of Care**

The Supplier is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

DFID will share available information with the Supplier on security status and developments in-country where appropriate. DFID will provide the following:

- All Supplier Personnel will be offered a security briefing by the British Embassy/DFID on arrival where applicable. All such Personnel must register with their respective Embassies to ensure that they are included in emergency procedures.
- A copy of the DFID visitor notes (and a further copy each time these are updated), which the Supplier may use to brief their Personnel on arrival.

The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website and the Supplier must ensure they (and their Personnel) are up to date with the latest position.

This Procurement could require the Supplier to operate in a seismically active zone and is considered at high risk of earthquakes. Minor tremors are not uncommon. Earthquakes are impossible to predict and can result in major devastation and loss of life. There are several websites focusing on earthquakes, including <http://geology.about.com/library/bl/maps/blworldindex.htm>. The Supplier should be comfortable working in such an environment and should be capable of deploying to



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any areas required within the region in order to deliver the Contract (subject to travel clearance being granted).

This Procurement could require the Supplier to operate in conflict-affected areas and parts of which are highly insecure. Travel to zones within such regions will be subject to travel clearance from the UK government in advance. The security situation is volatile and subject to change at short notice. The Supplier should be comfortable working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the Contract (subject to travel clearance being granted).

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 (such as working in dangerous, fragile and hostile environments etc.). The Supplier must ensure their Personnel receive the required level of training and [where appropriate] complete a UK government approved hostile environment or safety in the field training prior to deployment.

Tenderers must develop their Response and Tender on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix prepared by DFID. They must confirm in their Response that:

- They fully accept responsibility for Security and Duty of Care.
- They have made a full assessment of security requirements.
- They have the capability to provide security and Duty of Care for the duration of the contract.

If you are unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, your Tender will be viewed as non-compliant and excluded from further evaluation.

Acceptance of responsibility must be supported with evidence of Duty of Care capability and DFID reserves the right to clarify any aspect of this evidence. In providing evidence, interested Suppliers should respond in line with the Duty of Care section.

Duty of care provision will be clarified through the post tender clarification process and the contract will include a duty of care clause. The standard section 2 'Terms & Conditions' of the contract will make clear that responsibility for the safety and security of supplier personnel (including sub-contractors) rests with the supplier. The

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standard Section 4 Special Conditions provides an optional duty of care clause that will be applied only in exceptional circumstances such as Afghanistan.

Further detailed discussion will take place during the inception phase of the contract to establish a clear process for managing risk, including duty of care throughout the programme.

Risks will be managed proactively through the lifetime of the Fund Manager contract. In the event that the Fund Manager is required to travel to countries which are not included in the table below, DFID will conduct an individual risk assessment based on advice from the Foreign and Commonwealth Office. When the Fund Manager is visiting countries where there is a DFID office, DFID will also inform the country office about the Fund Manager visit.

**Duty of Care risk annex**

No	City	Security Category		
		Overall Security	Violent Crime and Disorder	Terrorism
1	Afghanistan	5	4	5
2	Angola	4	4	2
3	Bangladesh	3	3	3
4	Benin	2	2	3
5	Burkina Faso	3	3	4
6	Burma (Myanmar)	2	2	1
7	Burundi	4	4	4
8	Cameroon	2	3	2
9	Central African Republic	4	4	3

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10	Chad	4	4	4
11	Comoros	2	2	2
12	Cote d'Ivoire	3	4	1
13	Democratic Republic of the Congo	4	5	2
14	Djibouti	3	3	2
15	Equatorial Guinea	2	2	2
16	Eritrea	2	1	2
17	Ethiopia	3	2	3
18	Gambia	2	2	2
19	Ghana	3	3	1
20	Guinea	3	4	1
21	Guinea-Bissau	3	3	2
22	Haiti	3	4	1
23	India	2	1	3
24	Kenya	5	5	4
25	Kyrgyzstan	2	2	2
26	Laos	1	1	1
27	Lesotho	2	2	1
28	Liberia	4	4	2
29	Madagascar	2	3	1
30	Malawi	3	3	2
31	Mali	3	2	4
32	Mauritania	3	1	4
33	Mozambique	3	3	3
34	Nepal	2	2	1
35	Niger	4	4	4

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36	Nigeria	4	4	4
37	Occupied Palestinian Territories	3	3	4
38	Pakistan	5	5	5
39	Papua New Guinea	4	5	1
40	Rwanda	2	2	3
41	Sao Tome and Principe	2	2	1
42	Senegal	2	2	3
43	Sierra Leone	3	3	2
44	Solomon Islands	2	3	1
45	Somalia	5	2	5
46	South Africa	4	4	2
47	South Sudan	4	4	4
48	Sudan	4	3	4
49	Swaziland	1	2	1
50	Tajikistan	3	2	3
51	Tanzania	3	4	3
52	Uganda	3	3	3
53	Yemen	4	3	5
54	Zambia	2	3	2
55	Zimbabwe	3	3	1

Key.

1	2	3	4	5
<b>Very Low Risk</b>	<b>Low Risk</b>	<b>Medium Risk</b>	<b>High Risk</b>	<b>Very High Risk</b>
Low		Medium	High Risk	

Contract Section 3  
Terms of Reference

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

Description	Details
<b>Identity of the Controller and Processor for each Category of Data Subject</b>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:</p> <p>The Parties acknowledge that Clause 1.2 Protection of Personal Data and 1.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the <b>Parties are independent Controllers</b> in accordance with Clause 1.3 in respect of the Personal Data necessary for the administration and/or fulfilment of this contract.</p>