



# Foreign, Commonwealth & Development Office

## CALL DOWN CONTRACT

**Framework Agreement with:** Cowater International Inc

**Framework Agreement for:** Global Evaluation Monitoring Framework Agreement (GEMFA)

Lot 3 – Monitoring, Evaluation and Learning, High Value Lot

**Framework Agreement ECM Number:** ecm\_4746

**Call Down Contract For:** Independent Monitoring, Evaluation and Learning Component for the Just Rural Transitions Support Programme (JRTSP MEL)

**Contract ECM Number:** ecm\_7101

I refer to the following:

1. The above-mentioned Framework Agreement dated 1 February 2023;
2. Your proposal of 19 November 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 **10 February 2025** ("the Start Date") and the Services shall be completed by **10 February 2030** ("the End Date") unless the Call Down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

### 2. Recipient

- 2.1 FCDO requires the Supplier to provide the Services to the **Energy, Climate and Environment Directorate at Foreign, Commonwealth & Development Office** (the "Recipient").

### 3. Financial Limit

- 3.1 Payments under this Call Down Contract shall not, exceed **£1,791,685** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B. **OR**

When Payments shall be made on a 'Milestone Payment Basis' the following Clause

February 2024



# Foreign, Commonwealth & Development Office

22.3 shall be substituted for Clause 22.3 of the Section 2, Framework Agreement Terms and Conditions.

## 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:

[REDACTED] – Energy, Climate & Environment Directorate at Foreign, Commonwealth & Development Office

4.2 The Contract Officer is:

[REDACTED] – Commercial Directorate at Foreign, Commonwealth & Development Office

## 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	Position
[REDACTED]	Programme Director
[REDACTED]	Programme Director
[REDACTED]	Programme Manager
[REDACTED]	Team Leader
[REDACTED]	Workstream 1 Lead – Lead Monitoring Expert
[REDACTED]	Workstream 2 Lead – Monitoring and Evaluation Expert
[REDACTED]	Workstream 3 Lead – Evaluation, Synthesis and Learning Lead
[REDACTED]	Senior Value for Money Expert
[REDACTED]	Valur for Money Expert
[REDACTED]	World Bank M&E Expert
[REDACTED]	GESI Expert



# Foreign, Commonwealth & Development Office

## 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  
and Development Affairs

Name:

Position:

Signature:

Date:

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

Name:

**Cowater International Inc**

Position:

Signature:

Date:

## Annex A

### **Terms of Reference**

Independent Monitoring, Evaluation and Learning Component for  
the Just Rural Transitions Support Programme (JRTSP)

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# 1. Introduction

This document comprises the Terms of Reference for the implementation of Monitoring, Evaluation and Learning (MEL) activities under the Just Rural Transitions Support Programme (JRTSP). FCDO is seeking a supplier to provide independent monitoring, evaluation and learning for the JRSTP for five years from 2024 – 2029.

## 1.1. Overview of the Just Rural Transition Support Programme (JRTSP)

The Just Rural Transitions Support Programme (JRTSP) is a new Official Development Assistance (ODA) programme from the Foreign, Commonwealth and Development Office (FCDO) Energy, Climate and Environment Directorate (ECED). The programme aims to accelerate sustainable agriculture practices in developing countries.

### 1.1.1. *The problem*

Agriculture is vital for global food and nutrition security and national incomes, directly providing jobs for 27% of the global workforce. Yet agriculture and food systems (the way we produce, store, transport, trade and consume food) are key drivers of climate change and environmental degradation, being the second main source of green-house gas emissions after energy and the main driver of biodiversity loss and freshwater pollution. Furthermore, food systems are highly vulnerable to climate change and environmental degradation: climate and nature crises threaten food security, nutrition and prosperity, driving cycles of hunger and poverty.

However, agriculture and food systems also hold huge potential to address the interlinked climate and nature crises, delivering 'triple wins' for people, prosperity and planet. Evidence shows that the sector can play a pivotal role in delivering global ambitions on development pathways that tackle climate change and protect nature, while also improving food security and nutrition and supporting jobs and incomes.

Governments play a key role in shaping investment for agriculture, currently spending over US\$700bn annually in public support to agriculture. However, research shows that current policies and subsidies often (inadvertently) encourage harmful practices, driving environmental degradation and climate change, and undermining long-term food security and economic security. Large-scale transformation to sustainable agriculture is required to shift incentives away from those inadvertently driving climate and nature harms, to those that tackle climate change and protect nature, while also improving food security and nutrition and supporting jobs and incomes.

Further information on the issues and context for this work is given in the full Business Case for the Just Rural Transitions Support Programme, which is supplied under Annex A as a separate attachment.

### 1.1.2. *The programme*

The Just Rural Transition Support Programme will support the design and implementation of public policies and support (including through subsidy reforms) that scale sustainable agriculture approaches which benefit natural ecosystems, farmer livelihoods, productivity and health, and respond to climate change threats.

The programme has a total budget of £65m, running for five years from 2024, and has four activity components:

1. Food Systems 2030 – national government agriculture policy support (£45m). The UK's contribution to this existing World Bank multi-donor trust fund will focus on

supporting 3-4 developing country governments at the national level to design and implement agriculture policies and investments (including subsidy reform) that deliver sustainable agriculture. Based on initial World Bank assessment of demand and opportunity, countries will include Colombia and Indonesia, with 1-2 more to be determined. Additional countries will be supported with analytics and preliminary planning for policy reforms. This Component is live, at the early stages of set-up for delivery.

2. Flexible support fund and secondment facility (£12m). A draw-down adaptive resource to build the conditions for reform in (a) the core countries engaged by the World Bank under Component 1, and (b) secondary countries, building momentum for possible future World Bank support. The fund will be run on a Call for Bids basis available to HMG Posts and partner governments, for relatively small levels of support to meet specific needs. This Component will also provide short- and long-term secondments of experts to partner government Ministries to act either as 'coordinators' between the World Bank, partner government Ministries and FCDO at post, or 'facilitators' in providing political economy analysis and coalition-building for reform processes, depending on country demand. This Component is subject to procurement for a delivery partner in 2024.
3. Community of Practice (£5m). Coordinated stakeholder engagement developing a Community of Practice to catalyse and accelerate action for reforms, focussing on the wider enabling environment, including farmer groups at both the national and international levels. This component will ensure that non-state actors views and perspectives are shared and evidence from their practices is represented and reflected in key international fora on agriculture and food systems transitions, including through UNFCCC. This Component is subject to procurement for a delivery partner in 2024.
4. Independent Monitoring, Evaluation and Learning (£2m). A standalone contract for Monitoring Evaluation and Learning (MEL) activities designed to independently review the performance and likely impact of the other three active components, and to contribute to wider learning on 'what works' in the sector.

The Theory of Change for the programme is given in Annex B.

## 1.2. Objectives of the MEL Component

This Terms of Reference is for Component 4: the Monitoring Evaluation and Learning (MEL) activities.

The objectives of this MEL contract are:

- To support FCDO in-house capacity on programme monitoring: developing, reviewing and refining the programme KPIs and logframe at annual intervals.
- To strengthen assurance and accountability of the JRTSP activities: monitoring and evaluating programme-level performance, likely impact and value for money (against the logframe, KPIs, and Theory of Change), and enabling learning and improvement on programme delivery.
- To generate new evaluative evidence and learning on effective approaches for achieving national policy reform: conducting thematic studies which bring out learning from the programme on what works well, for use by donors (including across FCDO) working on similar themes.

### 1.3. The Authority, recipient and audience

The JRTSP will be overseen by FCDO's Energy, Climate and Environment Directorate (ECED). The Authority for the services from the Supplier will be ECED.

The Recipient for these services is the JRTSP Senior Responsible Officer (SRO) and programme team.

The target audience for the outputs from this contract are the ECED JRTSP programme management team, JRTSP primary delivery partners and their downstream delivery partners, British Embassies and High Commissions (collectively known as 'posts'), other relevant HMG programme teams and delivery partners, and external stakeholders.

## 2. MEL scope, approaches and methodologies

### 2.1. Scope of the MEL programme

The Supplier is expected to provide MEL support across the five-year lifetime of the programme.

The scope for this Contract covers three workstreams, with the expected balance of resource indicated by percentage.

#### 2.1.1. *Workstream 1: support on developing FCDO monitoring tools (10%)*

The Supplier will provide FCDO with a specialist review function on the in-house monitoring tools: the logframe, KPIs, and Theory of Change.

The supplier will, in collaboration with the programme team, develop the initial logframe with measurable indicators and means of verification. The Supplier will be required to contribute to iterative development of these tools as part of the standard Annual Review cycle, supporting the programme team to review and refine their usage each year.

#### 2.1.2. *Workstream 2: programme monitoring and evaluation (65%)*

The objective of this workstream is to monitor and evaluate the performance, expected impact and value for money of the JRTSP Components 1-3, individually and as a holistic programme.

The Supplier will provide a baseline evaluation, a substantive formative (mid-point) and summative (end-point) report on this workstream.

The work will review the activities within the context of (a) the logframe and KPIs established for programme delivery (yet to be determined), and (b) delivery partner performance and capability.

The Supplier will review the following:

- The performance and expected impact of JRSTP Components 1-3. The Supplier will assess each Component's performance against expected outputs and outcomes, effectiveness in relation to the aims of the programme, value for money, and likely impact. The status of each Component is as follows:
  - *Component 1: Food Systems 2030.* This World Bank multi-donor trust fund works directly with partner country governments, through central and country-based teams. The activities are already underway. The World Bank has its



own MEL resource assigned to the initiative, though FCDO will independently assess the effectiveness of delivery in the context of the wider JRSTP programme. The FCDO is interested in particular in understanding the program's effectiveness in supporting large-scale agricultural policy reforms.

- *Component 2: flexible support fund and secondment facility and Component 3: community of practice.* Components 2 is a relatively new approach and is subject to procurement and appointment of a delivery partner during 2024, with delivery to begin in late 2024. Component 3 will build on existing work delivered by the Meridian Institute as the 'Just Rural Transition' secretariat. Partners for component 3 will be identified by the end of the year and work is planned to be delivered through an accountable grant. There is limited evidence regarding these wrap-around activities and their effectiveness in this programme context. The precise scope of work under each Component is under development, and the MEL Supplier will need to be equipped to be involved from the outset.
- The Theory of Change. The Supplier will assess the theory and practice of the Theory of Change for the programme: whether the programme approaches complement and reinforce each other towards a unified aim, how well the governance models function, and the overall effectiveness and value for money of the combined delivery model.

The Supplier will not be expected to:

- Collect and analyse routine monitoring data: this will be the responsibility of the implementing partners of the three Components.
- Replace or duplicate routine assurance process to ensure implementation is being delivered as expected: this remains the role of the programme management team and others in FCDO.
- Conduct routine annual reviews, though the Supplier needs to have capacity to support the development of methodology and analysis in particular circumstances.

### **2.1.3. Workstream 3: evidence and learning on approaches for policy reform (25%).**

This work will look at the expected and actual outcomes of the programme, and assess what works well when trying to affect national policy reform on sustainable agriculture. The supplier will support sharing learning from the programme across FCDO.

There is little ex-post evidence on how particular interventions can support the sustainable agriculture transition, and what impact they will have in different contexts, across people, climate, and nature. There are also few examples of where policy action has been successfully achieved and sustained, or of the wider political and societal reception. The Supplier will use learning generated through this programme to contribute to the HMG evidence base for the best activities and approaches for achieving agricultural and subsidy policy change at government level. This will include developing learning materials and possibly events for HMG staff on the program approach.

## **2.2. Approaches, methodologies and tools**

The Supplier bid should set out in broad terms the proposed approaches and methodologies that will be used to meet the MEL requirements. The use of innovative techniques is highly encouraged. These will be further elaborated on and developed during the Inception Phase.

Given the long timeframes needed for achieving effective policy change, we expect to assess the programme's success at the outcome rather than the impact level in the Theory

of Change. Suppliers should therefore suggest approaches and methods which observe change within the lifetime of the programme, and likely effect on ultimate impact (policy change).

We expect the MEL activities to produce qualitative and quantitative data, through approaches and methodologies which may include (but is not limited to) the following:

- Quality assurance reviews of results frameworks and theories of change
- Data quality assessments of implementing partner data
- Process evaluations
- Value for money assessments
- Reviews of Gender, Equality and Social Inclusion impacts
- Evaluations seeking to test specific hypotheses set out in the JRTSP Theory of Change
- Measuring change to the operating environment and/or political economy in core countries

The supplier is required to have the capacity to respond to limited ad hoc requests for detailed information.

We expect that that Supplier may use the following tools, although we welcome proposals of different or additional relevant tools:

- Beneficiary feedback mechanisms: to understand the relationship between the delivery partners and beneficiary stakeholders.
- Case studies / political economy analysis: to provide in-depth information on the impacts of the intervention in key locations.
- Contribution analysis / process tracing: to identify the contribution the intervention has made to a change (or set of changes).
- Cost-benefit analysis: to answer value for money questions.
- Outcome mapping or harvesting: to identify, describe, verify and analyse the changes brought about by the intervention.

### 2.3. Coordination and collaboration

The Supplier will establish effective working relationships with the following stakeholders:

- JRTSP primary suppliers and their downstream partners, seeking to build trust and a constructive working relationship in a role which spans both an independent monitoring/scrutiny function and requires facilitation of cross-partner learning.
- Target country government officials when reviewing changes in operating environment and/or political economy for policy reform.
- Local communities including leaders when survey/research/visits are being carried out as appropriate.
- Regional/global networks on sustainable agriculture policy reforms.
- Potential to facilitate joint learning field visits with FCDO staff, and others.

### 2.4. Resourcing and personnel

The quality, capability and experience of personnel is essential. The Supplier should respond to the requirements of the terms of reference, ensure a diverse team with a good gender balance, and ensure that the delivery team provides technical expertise with a balance of national and international expertise. In addition to sectoral technical expertise, the

management team should demonstrate skills and experience of managing programmes of a similar size and complexity, including project and financial management.

It is not essential that the Supplier has staff offices or personnel based in the countries where JRTSP is operating, given the wide geographical scope of the program. The Supplier may engage regional and/or local delivery partners as appropriate. The full geographic cover of the programme across all components has not yet been established, though it is expected to operate in up to 20 countries across Africa, Asian and Latin America, with a primary focus on 3-4 countries. Indonesia and Colombia have already been selected as high priority countries for component 1. An additional two countries for component 1 support are expected to be selected in late 2024/early 2025.

Phase 1 Countries for support under component 2 are: Bangladesh, Colombia, Ghana, Indonesia, Malawi, Mozambique, the Philippines and Tanzania and Vietnam. Delivery will begin in these countries at the start of Component 2's delivery (FY2024/25) and is assumed to continue throughout the term of Component 2 delivery.

The component 2 supplier will deliver a scoping process in 2026 to determine any expansion to up to eight additional countries to begin delivery in Phase 2. Phase 2 will begin in FY2026/27 and run until the end of Component 2's term.

Phase 2 Priority countries in consideration (to be confirmed in 2026): Brazil, Ethiopia, India, Morocco, Nigeria, Pakistan, Sierra Leone, Sri Lanka and Zambia.

The supplier should propose a team that meets the following requirements at a minimum.

A Team Leader with:

- A minimum of ten years of relevant experience.
- Demonstrated ability to design and manage MEL systems for development projects.
- Organisational expertise in the design and implementation of MEL programmes, with experience integrating other cross-cutting programmatic areas (gender equity, climate, etc).
- Excellent communication skills in English. Any other language proficiencies as relevant would be a plus.
- Good relationship management skills to ensure implementing partner staff are appraised of design and developments, and to keep teams engaged in their work; ability to support staff and develop capacity on the job and through training.

A team that includes expertise and experience in:

- Monitoring and evaluation systems design and implementation: approaches and methods covering a range of quantitative and qualitative approaches and across the full spectrum of assessment tools, from rigorous impact evaluations to process monitoring to light touch learning. This includes methods for assessing programmes, portfolios, diplomacy and influence and ability to assess value for money, as well as approaches and methods relevant to supporting policy change and evidence informed policy making and its delivery in an effective way that offers VfM.
- Knowledge of World Bank approaches to monitoring and reporting.
- Strong technical expertise in sustainable agriculture and food systems, cross-cutting priorities (gender and social inclusion, climate change, innovation and tech) and non-ODA areas (diplomacy, security and stability, people to people / soft power).

- Clear, innovative and effective methods for information management and sharing and promoting learning uptake and change, with expertise in packaging and sharing results to maximise relevance and use. This might include the ability to develop user-friendly, targeted knowledge products, hold interactive workshops with key FCDO and partner staff, or participating in high level meetings and boards.
- Strong programme administration and financial management, including keeping accurate management and financial information for each service and setting up efficient processes to manage and respond to requests.

### 3. Contract management information

#### 3.1. Budget and timing

The maximum total contract budget is £2m. This budget includes any direct and indirect management costs for the Supplier, local taxes and any applicable VAT.

The MEL activities will run alongside JRTSP delivery, for the programme duration of five years. JRTSP activities are anticipated to begin in Autumn 2024 once procurement processes across the different programme components have concluded, and contracts have been awarded to successful suppliers.

FCDO expects the MEL contract with the approved bidder to be signed in late October 2024. Upon award we expect the contract to begin with an Inception Phase of 3-6 months, to focus on refining and developing the proposals and plans submitted in the tender, establishing a programme monitoring plan to agree criteria and process for the MEL activities, a program logframe, a detailed costed workplan for Year 1, and estimates of spend for subsequent years.

The Implementation Phase will begin after the Inception Phase ends, with the approval of an Inception Report, and will last until JRTSP's end in financial year 2028/29. The support to the three components will last for each component's lifetime. Component 1 delivery has already commenced, whilst component 2 and 3 will likely start delivery early 2025.

#### 3.2. Deliverables

The following deliverables are expected across the duration of the Contract:

- An Inception Report, setting out the following to be agreed with FCDO:
  - Specific evaluation questions and deliverables.
  - Revisions to the proposed approaches and methodologies
  - A revised workplan, including review timetable.
  - A program logframe
  - Governance arrangements, to include: risks and challenges for implementation, mitigation strategies, and methods for reviewing and updating evaluation questions and Theory of Change over time.
- Progress and contract reporting:
  - Short quarterly progress update reports on the workplan, to be coupled with quarterly meetings with the FCDO programme team.
  - Annual costed workplan updates.
- Substantive deliverables for each workstream:

- Workstream 1: a programme log-frame with indicators and MoVs, annual collaborative work with the FCDO programme team during the first three months of each reporting year from a specialist on programme monitoring tools (KPIs and logframes), and an accompanying short advice report each year on the development of the programme monitoring tools.
- Workstream 2: A baseline assessment, a formative (mid-term) and summative (end-point) report on programme performance, expected impact and value for money. Additionally, 2-page digest of the finalised evaluation report for publication on FCDO's website.
- Workstream 3: This is likely to include learning reports, such as case studies and research products and events for HMG staff. Further deliverables to be identified and developed under the Inception Period.

### 3.3. Contract reporting requirements

During the Inception Phase, the Supplier will meet with the FCDO Programme team on a regular basis (bi-weekly, or as needs arise).

Once delivery is underway, the Supplier will be required to produce quarterly narrative and financial reports, as well as a workplan for the following quarter and an assessment of current or forthcoming risks. These will be discussed at quarterly meetings between the Supplier and the FCDO Programme team, which will focus on delivery, compliance and programme management issues, as well as strategic reflections.

The FCDO program team will assess the quality of deliverables and the extent to which a deliverable achieves the purpose it is meant to serve. In some cases, such as an inception/evaluation report or a significant piece of research work, we may use our Independent Quality Assurance processes to validate the judgement of the programme team. Before deliverables are finalised and approved, the supplier must address all feedback as provided by FCDO. The MEL service provider will be expected to explain their own approach to quality assurance in the inception report.

The Supplier will also be subject to formal contract performance reviews as part of the FCDO Annual Review, based on a set of KPIs.

The central point of contact during programme implementation will be the Programme Senior Responsible Owner. Financial (including annual audited financial reports) and progress reports should be submitted to the Senior Responsible Owner.

### 3.4. Payment mechanisms and structure

The Supplier will be required to submit budgets for FCDO approval for each year of implementation, which will contain detailed estimates for fees and other expenses, in a format to be agreed during the Inception Phase.

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 will also 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 85% of fees linked to deliverables/sub-outputs included in the ToR and further deliverables to be set during the inception period and yearly, and 15% linked to evaluation against a set of KPIs. Where

payments against deliverables are tied to KPIs, note that payment of the 15% KPI linked fees will be subject to FCDO's approval of KPI achievement. See section below on 'Key Performance Indicators' for more detail of the thresholds to be met. Expenses will be paid on the basis of actual expenditure incurred, to be evidenced.

The Supplier will need to provide evidence of how they have utilised funding as part of invoicing. The Supplier will be responsible for monitoring and forecasting all spending, and be fully accountable to FCDO for all expenditure.

It is required that the Supplier will conduct and make available to FCDO a statutory external audit for each of the financial years in which funds are paid.

### Key Performance Indicators

1. As mentioned above, FCDO will follow a hybrid approach for making payments against the deliverables agreed under the inception phase of the contract. KPIs will be assessed on a quarterly basis. KPI scoring approach will use the following 3 KPIs, these will be refined, developed and potentially supplemented during the inception period:
  - Timeliness (1-4): FCDO will use Delivering on Time as a key criterion for performance evaluation against the deliverables. Scores will range from 1-4 with a score of 1 being awarded if any deliverable due within the quarter is delayed by 6 weeks or more (or less if FCDO has not been notified in advance) and a 4 being awarded if agreed deadlines are met.
  - Quality (1-4): FCDO will assess the quality of deliverables due within the quarter using FCDO standards and the extent to which a deliverable achieves the purpose it is meant to serve. In some cases, such as an evaluation report or a significant piece of research work, we will use our Independent Quality Assurance processes to validate the judgement of the programme team. A score of 1 will be awarded where any deliverable due within the quarter lacks key information and analysis, contains major errors and is not coherent. Quality criteria will be agreed between the FCDO and the supplier during the inception phase. 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. If the deliverables score higher than a 1 at the second attempt then the KPI penalty will be reduced to 2.5% of the quarterly fees but will remain at 5% if any second attempt is still judged by FCDO to score a 1.
  - Effective Dissemination (1-4): For reports, evaluations products, research products due within the quarter—if meant to capture learning—FCDO will evaluate them also on the basis of how well the learning is captured and shared. A score of 1 will be awarded if any eligible deliverable due within the quarter lacks adequate plans for dissemination and uptake.
2. The payment of the 15% KPI element of quarterly fees will be released if all products are assessed as meeting a 2 or higher on the 4-point score in all criteria. Each KPI will make up 5%. 5% of the quarterly fees will be taken away for each KPI that scores a 1.

### 3.5. Contract amendment options

FCDO anticipates there may be need to flex MEL activities over the duration of the Contract in response to demands from the core JRTSP interventions. This could result in changes in scope of MEL activities (including changes in the countries that delivery operates in, changes in MEL focus areas, etc.), scale up or scale down. The Contract structure will be



developed to support this flexibility, including by using break clauses. The following sub-sections set out when changes may occur and how these would be managed.

### *3.5.1. Extension or change in scope*

FCDO reserves the right to agree an extension of up to 12 months to the Contract, in line with any extension to the JRTSP activities.

In certain circumstances, FCDO may need to change the scope of work delivered under this Contract: for example, to change the countries focussed on, or the type of MEL activities delivered. This may be required as a result of changing realities of on-the-ground delivery of JRTSP interventions under components 1-3, in response to the results and recommendations of work completed by the Supplier over time, or changing priorities in HMG.

The decision whether to change the scope of the programme will be made at the discretion of the FCDO. If a change is required, the FCDO will inform the Supplier as early as possible, and the Supplier will be consulted on how this should be managed within the programme.

### *3.5.2. Scale up or scale down*

FCDO reserves the right to scale up (increase) the Contract budget and activities either within the planned delivery timeframe or as part of an extension agreement, subject to demonstration of positive impacts or successful delivery. This may include carrying out additional activities in line with the JRTSP aims and objectives.

Equally, FCDO reserves the right to scale down (decrease) the Contract activities within the planned delivery timeframe, as a result of a change in HMG priorities, a change in scope of JRTSP activities in response to changing realities of on-the-ground delivery or political economy, or FCDO dissatisfaction with Supplier performance under the Contract. This will be determined at the FCDO's discretion, based on evidence from performance management, and the results of FCDO's Annual Reviews of JRTSP. If a scale down is required, the FCDO will inform the Supplier as early as possible, and the Supplier will be consulted on how this should be managed within the programme. In the event of a scale down, the Supplier is expected to reduce their Supplier Costs in response, wherever possible in a way that is proportionate to the scale down (including stopping tasks that are no longer needed). No compensation or damages would be due to the Supplier if a scale down is required.

### *3.5.3. Break points*

Break points will be embedded throughout the contract, to enable reflection on delivery performance and whether the Supplier continues to represent best value for money for the JRTSP programme.

These break points will include:

- On completion of the Inception Phase, anticipated between three to six months after the start date of the Contract
- At a mid-point, on completion of the formative (mid-point) report, envisaged to be in year 2 under Workstream 2.
- At the end of each UK Spending Review period.

### 3.6. Other management considerations

#### 3.6.1. *Data management*

All personal information gathered through the delivery of this work must be managed in accordance with the [Data Protection Act 2018](#).

FCDO will have unlimited access to the material produced by the Supplier in accordance with [our policy on open access to data](#), except for personal information within datasets or other measures to protect the privacy of individuals to be agreed between FCDO and the Supplier as part of data management plans. Any datasets generated or introduced by JRTSP will need to conform to appropriate internationally and locally approved standards.

#### 3.6.2. *Duty of Care to suppliers*

The Supplier will be responsible and have a duty of care for the safety and well-being of their staff (including its employees, sub-contractors or agents) engaged under this Contract and any third parties affected by its work, including appropriate security arrangements (including for domestic and business property).

The Supplier must have appropriate policies and procedures in place to deliver this duty of care as well as monitoring plans to remain aware of risks to personnel during delivery. The Supplier must provide appropriate training for its personnel.

The Supplier must comply with the general responsibilities and duties under relevant health and safety law including appropriate risk assessments, adequate information, instruction, training and supervision, and appropriate emergency procedures.

The Supplier 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.

FCDO travel advice is available at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and the Supplier must ensure it (and its personnel) are up to date with the latest positions.

#### 3.6.3. *Downstream partner management*

The Supplier will be responsible for managing all downstream partners and ensuring that activities throughout the delivery chain are compliant with [FCDO's Programme Operating Framework](#). The Supplier will undertake due diligence checks on all downstream partners prior to appointment and transfer of funds, following the process finalised during the mobilisation phase. The Supplier will maintain an accurate delivery chain map covering all downstream partners and level of spend. The Supplier will undertake regular monitoring, tracking and spot checks of downstream partners. The supplier will be responsible for all disbursement, due diligence, and fiduciary oversight of all downstream spend. The Supplier will ensure payments are made to downstream partners on time and on achievement of results agreed with grantees. The Supplier will verify downstream partners' expenditure claims and reporting, financial forecasting and accounts, and other activities to ensure FCDO funds are used accordingly.

#### 3.6.4. *Ethics and Safeguarding*

The Supplier is required to ensure ethical and safe approaches throughout their work on the JRTSP. The principle of 'do no harm' must be upheld throughout. The Supplier must comply with the [FCDO Ethical Guidance for Research, Evaluation and Monitoring Activities](#), and consider potential ethical and safeguarding risks during the development of monitoring, research and evaluation projects, especially where they involve primary data collection. Such considerations should be used to identify when external ethics approval is required.



The Supplier will have appropriate safeguarding policies, procedures, training, and monitoring and reporting mechanisms in place, including within the delivery chain of the contract, in line with FCDO policy. This must be demonstrated during FCDO's due diligence of the Supplier. The Supplier will report any safeguarding issues to FCDO promptly and in line with FCDO policy, and fully cooperate with FCDO or FCDO's appointed partners during any safeguarding investigations.

Safeguarding issues include exploitation, abuse and harassment, all forms of child abuse and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture, or disability. There must be protection from violence, exploitation, and abuse; direct or indirect. 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 place an emphasis on the control of these and further unethical or illegal employment practices, such as modern slavery, forced labour, and other forms of exploitative and unethical treatment of workers. Suppliers are requested to consider principles of respect, participation, inclusion, and feedback at each stage of any monitoring or evaluative exercises, and consider how findings will be shared with participants on completion of the project.

#### *3.6.5. Gender Equality and Social Inclusion (GESI)*

Gender Equality and Social Inclusion should be at the heart of this programme. That includes ensuring inclusion of all genders, income groups, levels of disability, age, ethnicity and other protected characteristics are considered throughout the design, analysis and interpretation of any monitoring, evaluation or learning projects. Data should be disaggregated, at a minimum, by gender, age and disability.

#### *3.6.6. Fraud and corruption*

FCDO has a zero-tolerance approach towards fraud, bribery, and corruption, and we do everything within our power to prevent, detect and, if found, respond robustly to allegations. The supplier is expected to align to the FCDO's policies and demonstrate how it will prevent, detect and respond to fraud.

#### *3.6.7. Conflicts of Interest*

Suppliers must declare any potential Conflicts of Interest within the MEL team, and state how any such conflicts will be managed on an on-going basis.

Suppliers need to consider if there is any conflict of interest that would impact on their ability to deliver objective MEL, including if they intend to bid to deliver any part of the rest of the programme as a prime or sub.

Conflict of interest mitigations will be assessed, and we have the right to exclude suppliers where the conflict of interest risk is not adequately mitigated.

We request suppliers to submit a conflict of interest assessment of maximum 2 pages.

#### *3.6.8. Transparency*

FCDO requires all organisations, including the Supplier, receiving and managing funds, to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.

It is a contractual requirement for the Supplier to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this FCDO – further information is available from:

[www.aidtransparency.net](http://www.aidtransparency.net).

The Supplier will keep records of all work and expenditure in a format that can be transferred to FCDO and available upon request by, for example for FCDO internal audit, National Audit Office (NAO), the Independent Commission for Aid Impact (ICAI), etc.

#### *3.6.9. Communications materials: branding and digital*

The Supplier and FCDO will agree a UK Aid “visibility statement” to set out how UK Aid branding will be used by the Supplier and downstream partners. The Supplier must adhere to UK Aid branding guidance: [www.gov.uk/government/publications/uk-aid-standards-for-using-the-logo](http://www.gov.uk/government/publications/uk-aid-standards-for-using-the-logo). No publicity is to be given to this Contract without the prior written consent of FCDO.

All digital spend is subject to separate approval by the FCDO, and activities must follow the UK Government’s [digital standards](#) and the [Principles of Digital Development](#).

### Appendix A: 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. Any changes to the content of this schedule must be agreed formally with FCDO 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 Call-down Contract</p> <p>1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the <b>Parties are independent Controllers</b> in accordance with Clause 33.3 in respect of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• [to be determined]</li> </ul>
<b>Subject matter of the processing</b>	
<b>Duration of the processing</b>	
<b>Nature and purposes of the processing</b>	
<b>Type of Personal Data [and Special Categories of Personal Data]</b>	
<b>Plan for return and destruction of the data once processing complete</b>	(UNLESS requirement under EU or European member state law to preserve that type of data)