Department for International Development



Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with:	Torchlig	ght Group		
Framework Agreement for:	DFID Framev	International vork	Multi-Disciplinary	Programme

Framework Agreement Purchase Order Number: PO 8373

Call-down Contract For:	Support to the African Union Commission in the Field of
	Migration

Contract Purchase Order Number: 10026

I refer to the following:

- 1. The above mentioned Framework Agreement dated **1 May 2019**
- 2. Your proposal of **3 February 2020**

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

1. Commencement and Duration of the Services

1.1 The Supplier shall start the Services no later than **1 April 2020** ("the Start Date") and the Services shall be completed by **31 March 2021** ("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 DFID requires the Supplier to provide the Services to the African Union through the AU Commission, Regional Economic Committees (REC's) in Africa and other Stakeholders (development partners, law enforcement services, training providers) also fall within the scope as beneficiaries of this service ("the Recipient").

3. Financial Limit

3.1 Payments under this Call-down Contract shall not, exceed £248,435 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

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4. Officials

DFID

4.1 The Contract Officer is:

REDACTED

4.2 The Project Officer is:

REDACTED

Supplier

4.3 The Contract Officer is:

REDACTED

4.4 The Project Officer is:

REDACTED

5. Key Personnel

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

Name	Designation
REDACTED	REDACTED

6. Reports

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

7. Duty of Care

- 7.1 All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Calldown Contract will come under the duty of care of the Supplier:
 - I. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
 - II. The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified DFID in respect of:







- II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
- II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
- III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- V. Where DFID is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

8. Limitation of Liability

8.1

The Supplier's limit of liability shall be as provided for in Clause 35.2 of Section 2 (Standard Terms and Conditions) unless a different amount is provided for below in which event that different amount shall apply.

9. Monitoring of Call-down Contract Performance

9.1 The Supplier shall comply with the performance monitoring conditions set out in Annex A.

10. Commercial Caveats

- 10.1 The following commercial caveats shall apply:
 - Fees will only be paid for productive days or whilst travelling at DFID's request.
 - DFID will not pay for a day of rest following travel, either Overseas or in the UK.
 - DFID will only pay for security services which have been mutually agreed in advance and at cost.
 - DFID will not reimburse costs for normal tools of the trade (e.g. portable personal computers).
 - Rented accommodation should be used whenever possible and in particular for Long Term visits.
 - Hotel accommodation should be compliant with the expenses policy and justified on the basis of Value for Money, with costs kept to a minimum.
 - Receipts must be retained for all expenses.

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• As detailed elsewhere in the tender documents, DFID will only pay for expenses e.g. travel, subsistence and accommodation at actual cost within the pre-agreed policy.

11. Extension Options

11.1 DFID will reserve the right to extend the contract timeframe by up to 12 months. The total contract value shall not exceed £500,000 including all extension options.

11. Call-down Contract Signature

11.1 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 DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.

For and on behalf of The Secretary of State for International Development	Name: Position: Signature: Date:
For and on behalf of	Name: Position: Signature: Date:

Section 4 – Appendix A Annex A

Call-down Contract

Terms of Reference

DFID SUPPORT TO THE AFRICAN UNION COMMISSION IN THE FIELD OF MIGRATION

INTRODUCTION

1. The UK Government is committed to protecting vulnerable migrants, dismantling human trafficking and migrant smuggling networks, supporting the development of a co-ordinated African approach to irregular migration, and establishing a coherent regional and global approach to well-managed migration through implementation of the Global Compact on Migration (GCM).

2. The GCM is the first in inter-governmentally negotiated agreement, prepared under the auspices of the United Nations, covering all dimensions of international migration in a holistic and comprehensive manner. It is a non-binding document that respects states' sovereign right to determine who enters and stays in their territory and demonstrates commitment to international cooperation on migration. It presents a significant opportunity to improve the governance of migration, to address the challenges associated with today's migration, and to strengthen the contribution of migrants and migration to sustainable development.

3. We wish to support the activities of the African Union Commission (AUC) in these areas for a period of 12 months, from 1 April 2020 to 31 March 2021. The AUC, based in Addis Ababa – Ethiopia, acts as the secretariat of the African Union (AU) and undertakes the day to day activities of the Union. The AU itself is a continental body consisting of 55 member states and was officially launched in 2002 as a successor to the Organisation of African Unity.

4. This support is part of the UK-AU Strategic Partnership, signed in February 2019, and committing both parties to work together to support sustainable, controlled migration and act to protect the most vulnerable migrants, including from the threat of migrant smuggling, human trafficking and modern slavery.

5. All support will be in line with the AUC's Medium-Term Plan, the AU's Migration Policy Framework for Africa, and the AU's Agenda 2063. This latter document serves, in turn, as the strategic

framework of how the continent should maximise economic, financial and social opportunities available in the short, medium and long term, to ensure positive socio-economic transformation within the next 50 years.

KEY OBJECTIVES AND OUTPUTS

6. Under DFID's African Union Support Programme, we are looking to provide Technical Assistance (TA) to the African Union in the field of migration for a period of 12 months (from 1 April 2020 to 31 March 2021) to focus on the following objectives:

- Deliver strong policy and Programme coordination that supports the protection of migrants and dismantling of trafficking networks; and
- Support the AUC's broader migration policy and data collection activities in relation to said policy.

The outputs will be defined on a quarterly basis through discussion between DFID and the African Union Commission (AUC) on the specific TA needed in the upcoming quarter. This could include specific meeting and workshops advice and input into policy papers.

THE RECEPIENT

7. The recipient of this service is the African Union, through the AU Commission, Regional Economic Committees (RECs) in Africa and other stakeholders (development partners, law enforcement services, training providers) also fall within the scope as beneficiaries of this service.

SCOPE OF WORK AND REQUIREMENTS

8. The technical assistance provided by the Supplier will be divided into four key components further elaborated below, namely:

- Protection of migrants and dismantling of trafficking networks
- Coherent regional migration governance
- 'Migration and development' and labour migration activities (in line with the MPFA)
- Data collection and policy development

These key components will be the focus of the quarterly discussion between DFID and the AUC. At the inception of the contract, and at the start of each subsequent quarter, the technical assistance will set out key priorities and deliverables for the next 3 months, and success will be measured against the delivery of these agreed milestones.

9. Protection of migrants and dismantling of trafficking networks:

9.1 Tackling human trafficking and migrant smuggling; to include support for the implementation of updated AU policies in at least 6 target AU member states and 2 Regional Economic Communities, to be identified in discussion with the AUC, DFID and the RECs and member states.

9.2 Re-integration: to include supporting the development of an AU reintegration policy, supporting the implementation of this policy in at least 6 AU member states (as above, these will be identified in consultation with key stakeholders) and support for the resettlement of vulnerable migrants trapped in Libya.

9.3 Deliver the mainstreaming of human trafficking training to law enforcement agencies in at least 3 member countries of the AU Horn of Africa Initiative (a commitment among the UN, WBG, AU, EU, AfDB and IsDB to work together - particularly in tackling forced displacement) in close collaboration with existing training providers under the Khartoum Process (a platform for political cooperation amongst the countries along the migration route between the Horn of Africa and Europe).

10. Coherent regional migration governance:

10.1 Implementation of the Migration Policy Framework for Africa (the 2018 MPFA provides policy guidelines to assist in the formulation and implementation of national/regional migration policies) in member states through the AUC's Technical Facility on Migration.

10.2 Implementation of the Global Compact for Migration (GCM) through the AU; to specifically provide support to the Regional Review of GCM Implementation, scheduled for 2020.

11. 'Migration and development' and labour migration activities (in line with the MPFA):

11.1 Support AU Member States to integrate migration into their local/ national/ regional development frameworks.

11.2 Support AU states and RECs with development and implementation of national and regional labour migration policies, structures and legislation, in line with the MPFA, and with respect for equality of opportunity and the protection of the rights of labour migrants.

12. Data collection and policy development:

12.1 Support the development of the AU migration observatory, Morocco, including developing and implementing key activities as agreed by AU member states at the next AU Summit in February 2020.

12.2 Support the development of the AU Study Centre for Migration Research, Mali, including developing and implementing key activities as agreed by AU member states at the next AU Summit in February 2020.

13. Other activities:

13.1 In line with the key objectives, as directed by the AU Commission's Director of Social Affairs.

OTHER REQUIREMENTS: SKILLS AND QUALIFICATIONS OF TECHNICAL ASSISTANCE

14. The supplier will be required to demonstrate local knowledge and experience in building capacity and delivering similar technical assistance in African Union Member States. They should be able to quickly establish political relationships and build trust with the AUC, whilst maintaining strong links with development partners.

15. Experience on migration policy will be essential, the ability to understand political motivations, build trust quickly and draw on wider expertise will be important. It is expected that the TA have relevant qualifications or credentials with solid experience in developing countries and economies.

CONSTRAINTS AND DEPENDENCIES

16. Work must start on 1 April 2020 and finish on 31 March 2021. We expect the supplier delivering the TA to liaise with DFID, the AUC and the other partners under this programme.

IMPLEMENTATION REQUIREMENTS AND REVIEW/BREAK POINTS

17. The first two quarters of the contract will be an inception period. In October 2019 DFID will assess the quality of the technical assistance being given to the AUC. Continuation of the services after this period will be based on agreement of deliverables and on satisfactory performance and the progress of the supplier against the specified outputs.

PERFORMANCE REQUIREMENTS

18. The supplier should in their proposal produce Key Performance Indicators on how they are going to achieve outputs.

REPORTING REQUIREMENTS

19. The key outputs shall be quarterly reports submitted to DFID outlining progress against key milestones against activities detailed by the scope of work above. The dates for these reports would be:

- 14 July 2020: covering activities from 1 April 2020 31 June 2020
- 14 October 2021: covering activities from 1 July 2020 30 September 2020
- 14 January 2021: covering activities from 1 October 2020 31 December 2020
- 14 April 2021: covering activities from 1 January 2021 31 March 2021

20. All reports should contain an executive summary, detailed methodology, key findings, progress made, analysis of issues, conclusions and actionable recommendations where appropriate. It should also detail any financial costs and a forecast of spend for the next quarter and planned activities for the next quarter, which would be discussed with DFID and the AUC.

SAFEGUARDING / DO NO HARM

21. DFID requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with DFID suppliers and programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.

22. DFID requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with DFID suppliers and programmes. This includes sexual

exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.

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

24. DFID expects suppliers as part of their response to address the following:

- Suppliers to demonstrate evidence of strong workplace policies against bullying discrimination and harassment, exploitation (all types), and how this will be cascaded to downstream partners.
- Suppliers to have robust whistleblowing policies and systems in place and ensure downstream partners receive guidance on policies.
- **25.** The supplier must ensure that requirements of IR 35 will be complied with.

FRAUD AND CORRUPTION

26. The potential supplier will be responsible for conducting due diligence on all potential subcontractors or downstream partners in line wth DFID requirements. DFID has a zero tolerance approach to corruption. The potential supplier will have full responsibility for monitoring and mitigating the risk of fraud and corruption in any required procurement and delivery of the required interventions.

ETHICAL PRINCIPLES

27. Ethical issues may arise from efforts to input into migration policy. Supplier bids must include reference to how they will identify and manage these considerations. Bidding suppliers must provide their own organisational protocols to mitigate ethical and safeguarding risks.

A commitment to the ethical design and delivery of the technical assistance including the duty of care to informants, other programme stakeholders and their own staff must be demonstrated in the bid. DFID does not envisage the necessity to conduct any environmental impact assessment for the

implementation of the Issue based programme. However, it is important to adhere to principles of "Do No Harm" to the environment.

UK AID BRANDING

28. Partners selected to receive funds will be required to use the UK Aid Logo on materials, except in exceptional circumstances which would prevent this (e.g. security concerns). Software (e.g. apps and online tools) used for collection of data, fieldwork (e.g. online surveys) will also be required to use the UK Aid Logo unless there is a mitigating issue.

TRANSPARENCY

29. DFID has transformed its approach to transparency, reshaping our own working practices and pressurising others across the world to do the same. DFID requires the potential supplier receiving funds, to comply with regulations and 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

DELIVERY CHAIN MAPPING

30. Before engaging with the private sector, civil society or multilateral partners DFID requires the directorate to map out a delivery chain as part of the due diligence/tender process. This delivery chain should include all levels from grassroots delivery up to DFID reporting. As a minimum it should include details of:

- The name of all downstream delivery partners and their functions
- Funding flows (e.g. amount, type) to each deliver partner
- High-level risks involved in programme delivery, mitigating measures and associated controls

SMALL AND MEDIUM ENTERPRISES (SME's)

31. DFID is expected to report to central government on the levels of contracted work being allocated to SME and other sub-contracted organisations. It is now a requirement to provide details regarding the levels of direct and indirect departmental SME spend with major suppliers to the cross-

government SME Small Business Policy team working on this initiative. As part of this bid we would like details of any SME's the supplier is engaging with.

GENERAL DATA PROTECTION REGULATIONS (GDPR)

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

BREAK/REVIEW POINTS

33. The contract will contain a break clause after the inception phase (October 2020) at which point DFID will decide if to proceed with the Supplier. DFID will also reserve the right not to appoint the technical assistance partner beyond the inception phase in the event that agreement cannot be reached over evaluation activities, resources, timeline and budget.

SCALE UP/SCALE DOWN

34. Overall scale up of the TA will not be possible due to the original budget. In order to be flexible and adaptive, if agreed by DFID, the TA may scale up approaches that are working well and may terminate unsuccessful activities. In the instance that certain aspects of the work scope are scaled down, DFID will reserve the right to either scale down the TA or re-allocate the funds to other activities. DFID will reserve the right to scale down TA activities depending on overall success.

EXTENSION OPTIONS

35. The contract will include the option to extend up to a period of 12 months up to a total programme value of £500,000. Any such option will subject to DFID approval, supplier and contract performance and ongoing programme need.

DUTY OF CARE

36. 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, beneficiary safeguarding and child protection arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

37. DFID will share available information with the supplier on security status and developments in-country where appropriate.

38. The supplier is responsible for ensuring appropriate safety, security, beneficiary safeguarding and child protection briefings for all their Personnel working under this contract. 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.

39. The supplier may need to operate in some remote and insecure areas. The supplier should be comfortable with their staff working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the contract.

40. The supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their personnel, considering the environment they will be working in and the level of risk involved in delivery of the contract. The supplier must ensure their personnel receive the required level of training prior to deployment.

CONTRACT MANAGEMENT AND OVERSIGHT

41. This contract is for a period of 12 months, from 1 April 2020 to 31 March 2021 with approximate budget of £250,000 (inclusive of VAT).

42. Payment shall be made on a quarterly basis subject to the submission of satisfactory reports, the payment request and forecast for the next quarter should be submitted alongside the narrative report on the following dates.

- 14 July 2020: covering activities from 1 April 2020 31 June 2020
- 14 October 2021: covering activities from 1 July 2020 30 September 2020
- 14 January 2021: covering activities from 1 October 2020 31 December 2020
- 14 April 2021: covering activities from 1 January 2021 31 March 2021

END OF CONTRACT ACTIVITIES AND EXIT STRATEGY

43. In the report due on 14 January 2021 the supplier will provide DFID with options for an exit strategy to this support.

RISK MATRIX

44. Suppliers should include in their bids the key risks that they perceive and how they plan to manage and mitigate them. These risks should be presented in a risk matrix, including the level of risk and how partners plan to identify, monitor and respond to these challenges. Some of the key risks and challenges that DFID has already identified, and which Suppliers are expected to address in addition to other risks, include:

- Effective absorption of TA supplied by the programme
- TA spread too thinly
- Ability to respond to emerging AUC priorities

BACKGROUND

45. Under the African Union Support Programme (AUSP) DFID supports the African Union Commission (AUC) to develop a stronger upstream focus on peace and security, promote mutual prosperity and to tackle the drivers of illegal migration. The aim of this support is to better enable the AUC to deliver priority outcomes within its mandate on key issues for Africa, advancing the AU's overall aim of becoming "an integrated, prosperous and peaceful Africa"; and the AUC's aim of becoming "an efficient and value-adding institution driving the African integration and development process in close collaboration with African Union Member States, the Regional Economic Communities and African citizens".

46. DFID provides support in three key areas based on the AU's priorities; supporting the AUC to develop a stronger upstream focus on peace and security on the continent; supporting the AUC to promote mutual prosperity and boost economic growth; and supporting the AUC to tackle the drivers of illegal migration.

47. This tender is part of the component of the project to provide technical assistance to the AUC to tackle the drivers of illegal migration. Currently a migration advisor, contracted through Coffey, is placed in the migration policy team in the AUC's Department of Social Affairs to support the development and implementation of a clear and ambitious African position on migration. This contract ends on 31 March 2020.

48. Other elements of the AUSP support the AUC's work to establish the African Continental Free Trade Area (AfCFTA), with the overall objective to promote prosperity and boost economic growth on the continent. The component is delivered by the Overseas Development Institute (ODI) and involves policy research and technical assistance to both the Africa Trade Policy Centre (ATPC) at the UN Economic Committee for Africa (UNECA) and the AUC's Department for Trade and Industry.

49. DFID are also boosting the capacity of the AUC's Department of Political Affairs (DPA) to exercise its electoral observation and electoral assistance mandate. Recognising that unsatisfactory electoral processes can be a driver of instability; the objective of this work is to develop the AUC's upstream focus of peace and security. The component is delivered by the Electoral Institute for Sustainable Democracy in Africa (EISA). EISA provides capacity building to the Democracy and Electoral Assistance Unit (DEAU) of the DPA in the form of training for election monitors, advisory services, research, methodology development and the planned secondment of a member of staff to the team.

Alongside this work we have contracted Ecorys to provide independent monitoring and evaluation of the programme.

Annex A Duty of Care Risk Matrix

Duty of care assessments for ARD TPM programme	1 Very Low Risk LOW	2 Low Risk	3 Medium Risk Medium	4 High Risk High Risk	5 Very High Risk						
Risk	Overall Security	Violent Crime	Civil Disorder	Terrorism	FCO Travel Advice	Transportation	War	Hurricane	Earthquake	Flood	Med Servi
Country											
Angola	4	4	4	2	2	3	1	1	1	2	
Botswana	3	3	3	2	2	2	1	1	2	2	
Burkina Faso	4	4	4	4	4	4	2	1	1	1	
Burundi	4	4	4	4	4	4	3	1	2	2	
Cameroon	3	3	3	3	3	3	2	1	2	3	
CAR	4	5	5	3	5	5	5	1	1	1	
Chad	4	3	3	4	4	4	3	1	1	2	
Congo	3	3	3	2	3	4	1	1	2	2	
DRC	4	5	5	2	4	4	3	1	2	3	
Eritrea	2	1	1	2	3	3	1	1	2	2	
Ethiopia	3	2	2	3	3	4	1	1	2	2	
Gabon	2	2	2	1	2	3	1	1	2	2	
Gambia	2	2	2	2	2	2	1	1	2	3	
Ghana	3	3	3	2	3	3	1	1	2	3	
Kenya	4	5	5	4	3	3	1	1	3	3	
Lesotho	4	4	4	1	2	3	1	1	1	1	

Madagasgar	3	3	3	1	2	3	1	4	1	3	3
Malawi	3	3	3	2	2	3	1	1	2	3	3
Mali	4	2	2	4	4	4	4	1	1	2	4
Mauritania	4	1	1	4	4	4	1	1	1	2	4
Mauritius	2	2	2	2	2	3	1	3	1	3	2
Mozambique	3	3	3	2	2	3	1	1	2	3	3
Namibia	3	3	3	1	3	3	1	1	1	1	2
Niger	4	4	4	4	4	4	3	1	1	2	5
Nigeria	4	4	4	4	3	3	3	1	1	3	3
Republic of											
South Sudan	4	5	5	3	5	5	4	1	2	2	4
Rwanda	2	2	2	2	2	2	1	1	2	3	3
Senegal	3	2	2	3	2	3	1	1	1	3	3
Seychelles	3	3	3	1	2	3	1	1	2	3	3
Sierra Leone	3	3	3	2	2	3	1	1	2	3	3
Somalia	5	2	2	5	5	5	4	1	1	3	5
South Africa	4	5	5	3	3	3	1	1	2	3	2
Swaziland	2	2	2	1	2	3	1	1	1	1	3
Tanzania	4	4	4	3	3	3	1	1	3	3	3
Uganda	3	3	3	3	2	3	1	1	3	3	3
Zambia	3	3	3	1	2	3	1	1	1	2	3
Zimbabwe	3	3	3	1	2	3	1	1	1	3	3

OFFICIAL-SENSITIVE COMMERCIAL

Appendix A: 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
Identity of the Controller and Processor for each Category of Data Subject	 The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract 1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of the following Personal Data: [to be determined]
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data [and Special Categories of Personal Data]	
Plan for return and destruction of the data once processing complete.	(UNLESS requirement under EU or European member state law to preserve that type of data)