**Foreign, Commonwealth & Development Office**

**CALL DOWN CONTRACT**

| | |
|---|---|
| **Framework Agreement with:** | **Social Development Direct Limited** |
| **Framework Agreement for:** | **Global Development Delivery Framework (GDD) Lot 10 – Education, Gender and Social Inclusion** |
| **Framework Agreement ECM Number:** | **ecm_5885** |
| **Call Down Contract For:** | **Rights, Inclusion, Voice and Agency (RIVA) Nepal** |
| **Contract ECM Number:** | **ecm_7285** |

I refer to the following:

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

2. Your proposal of 10/01/2025

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.

If any part of the Supplier's tendered solution (Annex A, Appendix H) offers a better commercial position for FCDO (as decided by FCDO) it shall take precedence over the Terms of Reference**.**

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

1.1 The Supplier shall start the Services no later than 18/06/2025 ("the Start Date") and the Services shall be completed by 31/03/2028 ("the End Date") unless the Call Down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. **Recipient**

2.1 FCDO requires the Supplier to provide the Services to the FCDO, the Government of Nepal, and other FCDO partner organisations, including Civil Society Organisations (the "Recipient").

3. **Financial Limit**

3.1 Payments under this Call Down Contract shall not, exceed £1,998,093 ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B**.**

4. **FCDO Officials**

The Project Officer is:

*Redacted*

4.2     The Contract Officer is:

*Redacted*

**5.     Key Personnel**

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

*Redacted*

**6.     Reports**

5.1     The Supplier shall submit project reports in accordance with the Terms of Reference at Annex A.

**7.     Call Down Contract Signature**

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

Foreign, Commonwealth
& Development Office

# Annex A
# Terms of Reference

# RIVA (Rights, Inclusion, Voice and Advocacy) in Nepal Grant Management and Technical Assistance Facility

# Contents

## Acronyms

| | | | |
|---|---|---|---|
| BEK | British Embassy Kathmandu | ODA | Overseas Development Assistance |
| CBA | Cost Benefit Analysis | OPD | Organisations of Persons with Disabilities |
| CBO | Community Based Organisation | | |
| CPA | Comprehensive Peace Agreement | PFP | Programme Funded Post |
| CSO | Civil Society Organisation | PLGSP | Provincial and Local Government Support Programme |
| DP | Development Partner | | |
| EME | Early Market Engagement | PRO | Programme Responsible Owner |
| FCDO | Foreign Commonwealth and Development Office | RIVA | Rights, Inclusion, Voice and Agency |
| | | SDA | Social Development Advisor |
| GBV | Gender Based Violence | SDG | Sustainable Development Goal |
| GEDSI | Gender Equality, Disability and Social Inclusion | SEAH | Sexual Exploitation, Abuse and Harassment |
| GoN | Government of Nepal | SRO | Senior Responsible Officer |
| KPI | Key Performance Indicator | TA | Technical Assistance |
| INGO | International Non-Governmental Organisation | TOC | Theory of Change |
| | | TOR | Terms of Reference |
| LGBT+ | Lesbian, Gay, Bisexual, Transgender + | UNW | United Nations Entity for Gender Equality and the Empowerment of Women |
| LMIC | Low Middle-Income Country | | |
| MERL | Monitoring, Evaluation, Research and Learning | VAWG | Violence Against Women and Girls |
| | | VFM | Value for Money |
| MOU | Memorandum of Understanding | WRO | Women's Rights Organisation |
| MWCSC | Ministry of Women, Children and Social Citizen | | |

# 1. Summary

1.1 The UK Foreign, Commonwealth and Development Office ("FCDO") is procuring a service provider or a consortium of service providers ("Supplier") to undertake design, delivery, and management (collectively "Implementation") of one component (a Grant Management and Technical Assistance Facility) of British Embassy Kathmandu's (BEKs) new RIVA (Rights, Inclusion, Voice and Agency) in Nepal Programme.

1.2 RIVA is a 3.5-year programme that will empower women, girls, and excluded groups in Nepal to understand and claim their Rights individually and collectively, participate in Inclusive policymaking and implementation, and have a stronger Voice and Agency at both national and local levels to advance Gender Equality, Disability and Social Inclusion (GEDSI). RIVA will strengthen the capacities of diverse and intersecting Women Rights Organisations (WROs) and Civil Society Organisation's (CSOs) through the provision of flexible, multi-year funding and catalytic enabling grants. It will help foster an enabling environment in Nepal, increasing collectivisation and exchange between organisations to support movement building and social norm change across BEK three priority provinces. RIVA will provide strategic demand-led TA to mainstream GEDSI effectively across BEK's portfolio and bring about GEDSI transformative initiatives.

1.3 The overall budget for RIVA is up to but not exceeding £4.98 million and the budget is split across three components. The interconnected core components of RIVA are:

> **Component A:** Support to WROs and feminist movement building for social norms change (implemented through a multilateral organisation)
> **Component B:** Catalytic Grant Management and Technical Assistance Facility (covered by this ToR)
> **Component C:** Programme Funded Post (PFP) - UKB Social Development Advisor (SDA)

1.4 Component B will be delivered through a contract (the subject of this Terms of Reference). The contract will be for up to two years nine months from the commencement Date, subject to inception and implementation review periods and extension options.

1.5 The successful supplier will be responsible for the delivery of a Catalytic Grant Facility; demand driven GEDSI TA facility to support CSO capacity building and GEDSI outcomes; and Monitoring Evaluation Research and Learning (MERL). The successful supplier should have experience in Nepal in working with key stakeholders including local government, federal institutions, Development Partners, implementors and local civil society organisations, networks and local communities. The supplier should also have experience of managing and delivery grant facilities and have shown an ability to mobilise timely and high-quality TA based on demand and emerging needs whether internally, through a pool of experts (including local experts) or through pre-established consortia.

1.6 The Supplier should have a strategy to embed GEDSI across programming and focus on collaborative ways of working with BEK to ensure there is a consistent and coherent approach to support GoN's federalism agenda.

1.7 The Supplier will be expected to collaborate with other BEK Programmes across the BEK portfolio and with relevant BEK stakeholders.

# 2. Context and Rationale

2.1 The context in which RIVA will operate is detailed in the Business Case (Appendix B). Potential Suppliers are required to review the Business Case in detail. Supplier's bids must adhere to the

scope and objectives detailed in the ToR. RIVA will operate in a dynamic political context and inclusion agenda can often been seen as sensitive in nature the Supplier must consider these risks in design and during implementation.

2.2 Through the **Catalytic Grant and TA Facility, RIVA seeks to address these interlinked problems:**

**Challenge 1: Drivers of exclusion continue to threaten the economic, political stability and social fabric of Nepal.**

- Nepal faces deep challenges with social inclusion issues that intersect with gender, such as caste, sexuality, ability, religion and ethnicity. Patriarchal attitudes and stereotypes that perpetuate inequality continues to result in multiple forms of disadvantage and non-equitable distribution of development interventions among excluded groups in Nepal, whilst gender, caste and ethnicity-based inequality is still prevalent.

- High rates of exclusion caused by discriminatory social norms prevent certain individuals from reaching their full potential, freedoms and rights – resulting in higher rates of poverty and vulnerability. Exclusion act as a barrier for Nepal to reach Upper Middle-Income Status by 2030 and continues to drive unequal access to basic services, resources, increasing societal tensions, and further exacerbating high levels of inwards and out migration.

**Challenge 2. GEDSI policies, laws and frameworks are poorly implemented, and coordination is weak.**

- Despite having relatively progressive Constitution (2015) and laws to promote women's and excluded groups' rights in Nepal, implementation is hindered by a lack of inclusive planning, decision-making, and institutional mechanisms and support across all three tiers of Government (federal, provincial and municipal government). Deep-rooted bureaucratic practices and protocols that systematically prioritise seniority and rank, perpetuates dominance of certain demographics of society (men, higher caste, urban etc).

- There is also a lack of coordination between international partners on the delivery GEDSI, including TA, which results in duplication of efforts and missed opportunities to bring about transformative change. Although, numerous GEDSI policies have been developed, and many GEDSI trainings have been delivered to government officials, it is not clear how effective these are or to what extent GEDSI policy commitments have gone on to be reflected in other sectoral policies and in budget allocations and services.

**Challenge 3: WROs and CSOs lack multi-year flexible funding, capacity building support and movement building opportunities.**

- Achieving transformative GEDSI outcomes in Nepal is challenged by limited financial and institutional resources, short-term donor driven, projectized support for women's and civil society organisations and networks in Nepal. This feeds into fragmented nature of civil society and risk of political capture. Donor support to WROs, women's rights movements and CSOs can often cause competition of resources and often incentivise them to work in silos which does often not support an intersectional approach. Small WROs and CSOs often lack capacity in areas such as financial budging and management, fundraising, risk management including safeguarding and do not access to self-care, collective care and well-being support.

- Leveraging the potential and role of WRO's and CSO's to counter the global pushback against human rights', closing of civic space and to accelerate positive social change - there is a strong need for to increase multi-year and flexible funding to WROS, CSOs and networks as well as promoting and safe and meaningful participation in decision-making to maximise their impact.

**Challenge 4: The most excluded lack voice, agency or meaningful participation in society.**

- Women, girls, persons with disabilities, Dalilt and indigenous groups members of the LGBT+ voices are not being heard. As active agents of change, women and the most marginalised need to part of the solution. Social norms, gender roles and discrimination often prevent marginalised group's ability to participate in decision-making processes.

- The most excluded continue to be left out of key decision-making structures and processes - in formal or informal institutions and networks. Evidence from peace building activities in Nepal shows that inclusive processes are more sustainable and women's or other marginalised group leadership in political decision-making processes improves them. Strengthening partnerships for inclusive authentic local leadership and engagement in key governance processes, influencing local planning and budgeting and access to local and provincial services and resources is essential.

**Challenge 5: Lack of intersecting data analysis and the collection of qualitative and bottom-up research and evidence on what works to achieve GEDSI**

- The lack of reliable data management systems that disaggregates data by intersectionality hinders the capture of vulnerable groups' realities and intersectional analysis. This results in polices and services that are not inclusive or responsive to the needs of many women, girls, and excluded groups in Nepal - leaving them behind. Further evidence is required to better understand what works to achieve GEDSI in Nepal particularly through the use of qualitative and participatory research methodologies (including equitable storytelling for measuring social norms) in collaboration with diverse women and excluded groups.

# 3. Recipient

3.1 The recipients of RIVA's activities will be diverse and intersecting CSOs and the communities they serve, BEK implementing partners, the other key stakeholders including international partners working on GEDSI and Government of Nepal (GoN) at the federal, provincial and local governments in Madhesh, Lumbini and Karnali (UK's priority provinces).

3.2 The supplier will be expected to complement and build coherence and synergies between existing programmes within BEKs portfolio. This is especially important for programmes that are working on similar shared agendas that promote in the inclusion of marginalised groups in Nepal, support CSOs and provide TA support to key stakeholders i.e. ending GBV through social norm change (Security and Justice Programme[1]), inclusive and accountable governance (Sahakarya[2]), system strengthening for inclusive and equitable basic services (Samartha[3]), resilience, adaptation and inclusion in Nepal (RAIN)[4], economic opportunities and decision making (LISP[5]). RIVA will build synergies with our coherence programme partners Provincial Engagement Facility (PEF) and existing and future evidence partners through Evidence Digital Innovation Technologies (EDIT).

3.3 The supplier when requested will be expected to collaborate with relevant FCDO centrally managed programmes and teams – including sharing key learnings on what works to: mainstream GEDSI effectively, types of TA support to key stakeholders including Govt (national and local) that

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[1] **Security and Justice Programme** (SJP) (£35m 2023-2028) will extend support to the police, governments and other service providers in GBV prevention and response. It will build police capabilities to better assist GBV survivors, including new infrastructure to help them deal with GBV cases sensitively. It will also support CSOs to tackle the social norms which perpetuate GBV and which impede women and girls from trying to access justice.
[2] **Sahakarya** (£39m 2024-2033) will empower women and the most marginalised, to participate in decision-making safely and meaningfully on issues that affect them. It will support GoN to implement enabling reforms to implement federalism, building democratic institutions and accountability. It will also increase representation of women and marginalised groups across all spheres of Govt.
[3] **Samartha** (2023-2030 £38.8m) will strengthen systems and capacity across federal, provincial, and local government programming to deliver better human development outcomes with a specific focus on improving women' health and girls' education outcomes.
[4] **Resilience, Adaptation and Inclusion in Nepal** (RAIN) (£38.5m 2024 - 2030) will support early action and adaptation efforts at the community level and build resilience through improved shock responsive social protection to respond to crises that disproportionately affect the most vulnerable including women and girls.
[5] **Local Infrastructure Support Programme** (LISP) (£90m 2023-2029,) is supporting female local government leaders to ensure women are included in decision making processes whilst generating jobs for women and vulnerable communities in local infrastructure projects.

can bring transformative change; improve and strengthen capabilities and capacities of WRO and CSOs - helping to add to the global evidence base.

3.4 Externally to BEK, the supplier should coordinate with similar initiatives implemented by other development partners to ensure complementary and avoid duplication of efforts in Nepal in the GEDSI space.

3.5 The geographical footprint of the programme will primarily focus on supporting WRO's, CSOs and local and provincial governments within BEKs three priority Provinces (Madesh, Lumbini, Karnali). However, in line with the Leave No One Behind principle and our focus on marginalised groups, we will explore ways to increase activity in areas where marginalised groups are concentrated or vulnerability to gender-based discriminatory practices, exclusion and violations of rights is higher. Network and movement building between WRO's/CSOs will also include organisations based in Kathmandu and the federal government including the Ministry of Women, Children and Social Citizen (MWCSC), provincial and local governments and key commissions representing marginalised groups will also be supported from Kathmandu.

# 4 Programme Timeframe and Budget

4.1 The initial contract will be for a period of 2 years, 9 months, with a budget that will be established by competition (the successful Supplier's commercial proposal) but will not exceed £2 million.

4.2 There will an option to extend for 1 additional year based upon FCDO requirements. The total maximum budget will remain at £2m if the extension option is exercised.

4.3 If the contract value is originally set at less than £2m, FCDO has the option to amend the contract up to the £2m limit either (a) within 3 months of the mid-point (month 18) KPI review or (b) at the point at which the extension option is exercised.

4.4 The contract value is inclusive of all applicable taxes. It is the Supplier's responsibility to establish its taxation position both in the UK and in Nepal and ensure it meets its obligations.

4.5 The Supplier will be required to respond promptly and constructively if there are changes to FCDO annual budgets (FCDO's financial year is April to March). If FCDO signal that the budget available has decreased the Supplier is required to submit proposals for adapting annual workplans accordingly (within a minimum of 1 months of notification) and changes will be agreed by formal contract amendment.

4.6 The contract will be subject to an Inception Review by FCDO (at the end of 6 months) and upon satisfactory performance the contract will move into implementation.

**Break Causes (Gateway Reviews):** there will be additional points during the life of the contract when FCDO will formally review whether there is sufficient budget for the contract to continue. If FCDO conclude that there is not sufficient budget the Supplier will be given at least 30 days' notice of the termination of the contract (as per GDD Framework Agreement Terms and Conditions section 43.1). The Gateway Reviews will take place during the following months:

- December 2025
- December 2026
- December 2027
- Within 3 months of any UK Government Spending Review that takes place within the years 2025 to 2027

The Supplier is required to take account of, and plan around, these Gateway Reviews by ensuring that the contract's Exit Plan (defined in GDD Framework Agreement Terms and Conditions clause 16) is up to date and the Supplier is prepared to follow the Exit Plan, and take other necessary actions, to exit in an efficient manner if a Gateway Review results in the termination of the contract. FCDO will endeavour to provide 3 months' notice of termination, but the Supplier should be prepared for as little as 30 days' notice as per GDD Framework Agreement Terms and Conditions section 43.1

The scheduling of these Gateway Reviews is based around FCDO's Financial Years, and UK Government Spending Review cycles, and is intended to aid the Supplier in their planning and efficient execution of the contract. The Gateway Reviews in no way qualify GDD Framework Agreement Terms and Conditions section 43.1 and FCDO has the right to act in line with GDD Framework Agreement Terms and Conditions section 43.1 and give notice of termination at any time.

The activation of Break Clauses following the Gateway Reviews, or of GDD Framework Agreement Terms and Conditions section 43.1 at any time, will enable to Supplier to invoice for any exit costs that feature in an Exit Plan that has been formally agreed and signed by both parties. Otherwise GDD Framework Agreement Terms and Conditions section 46.1 will apply. The Supplier is required to take account of the Gateway Review schedule, and the increased possibility of termination at these points, to use reasonable endeavours to reasonably avoid exit costs.

## Scale Up and / or Down Provisions

4.7 FCDO reserves the right to scale down the value and/or scope of the contract or to discontinue this programme at any point. Scaling down is at FCDO's discretion. Scaling down may be triggered by a variety of events/reasons including (but not limited to):
- A change in regions' economic or political environment.
- A change in the political landscape/legislation.
- A change in FCDO or HMG's priorities.
- Budgetary constraints.
- Dissatisfaction with Supplier performance.

Scaling down may take various forms, such as (but not limited to):
- Decrease of programme value.
- Decrease or change of programme scope (such as thematic scope or geographic scope).
- Decrease of programme duration.
- Withdrawal or decrease of support from certain countries/regions.
- Reduction of FCDO's ability to deliver programme funds.

4.8 Conversely, FCDO may also decide to scale up the programme. Any scaling up should be mutually agreed between FCDO and the Supplier. Scaling up may be requested by FCDO subject to internal approvals as a result of various events/reasons, including (but not limited to):
- The programme proves to be having a strong impact and has the potential to yield better results, dependent on budget and ongoing effectiveness of the programme.
- There is a change in FCDO or HMG's priorities, including a change in geographical, or thematic focus.

Scaling up may take various forms, including (but not limited to):
- Increasing the funding amount of one or more components/categories or adding funding for new components to support programme delivery.
- Increasing or changing the programme scope (such as thematic scope or geographic scope).
- Increasing the programme duration.
- The Supplier will need to demonstrate capacity and continued capability to scale up.

4.9 The Supplier must maintain flexibility in approach, for example making adjustments to target sectors and geographies (UK Priority Provinces: Karnali, Lumbini and Madhesh). We expect the Supplier to be able to adjust to such requests through the process of Annual Work Plans and quarterly Task Orders described in sections 8.10-8.14.

# 5. Objectives

5.1 **RIVA will** strengthen the capacities of diverse and intersecting WROs and CSOs through the provision of flexible, multi-year funding and catalytic enabling grants. It will help foster an enabling environment in Nepal, increasing collectivisation and exchange between organisations to support movement building and social norm change across BEK's three priority provinces. RIVA will provide strategic demand-led TA support to mainstream GEDSI effectively across BEK's portfolio and bring about GEDSI transformative initiatives.

5.2 At the **impact level** RIVA will contribute to: A diverse, vibrant, and sustainable civil society that promotes the needs and lived realities of the most excluded and strengthens the social contract, resilience, and stability in Nepal.

5.3 At the **outcome level RIVA** will contribute to: Women, girls, and excluded groups in Nepal are empowered to understand and claim their **Rights** individually and collectively, participate in **Inclusive** policy-making and implementation, and have a stronger **Voice** and **Agency** at both national and local levels to advance GEDSI.

5.4 The **intended immediate outcomes** of this programme are:
i. The WRO/CSO ecosystem becomes more vibrant and sustainable with increased funding opportunities and enhanced organisational capacity.
ii. WROs / CSOs become more inclusive, responsive and better able to advocate for women's and marginalised people's rights through improved collaboration and networking between movements.
iii. Resources and decision-making power are shifted to local communities, allowing them to set priorities and deliver effective solutions to advance GEDSI in their local context.
iv. GEDSI transformative policies, laws, and legislation that protect and advance the rights of women, girls, and excluded groups are implemented, maintained, and enforced, with better-targeted spending at local, provincial, and national levels.
v. Discriminatory attitudes, behaviours, and social norms are transformed in communities where WROs/CSOs operate, valuing women, girls, and vulnerable groups as equal members and recognising them as decision-makers and leaders.
vi. GEDSI is effectively integrated across BEK's portfolio, identifying opportunities to expand UK work on GEDSI by amplifying diverse voices in Nepal and incorporating these realities into programming and diplomatic efforts.

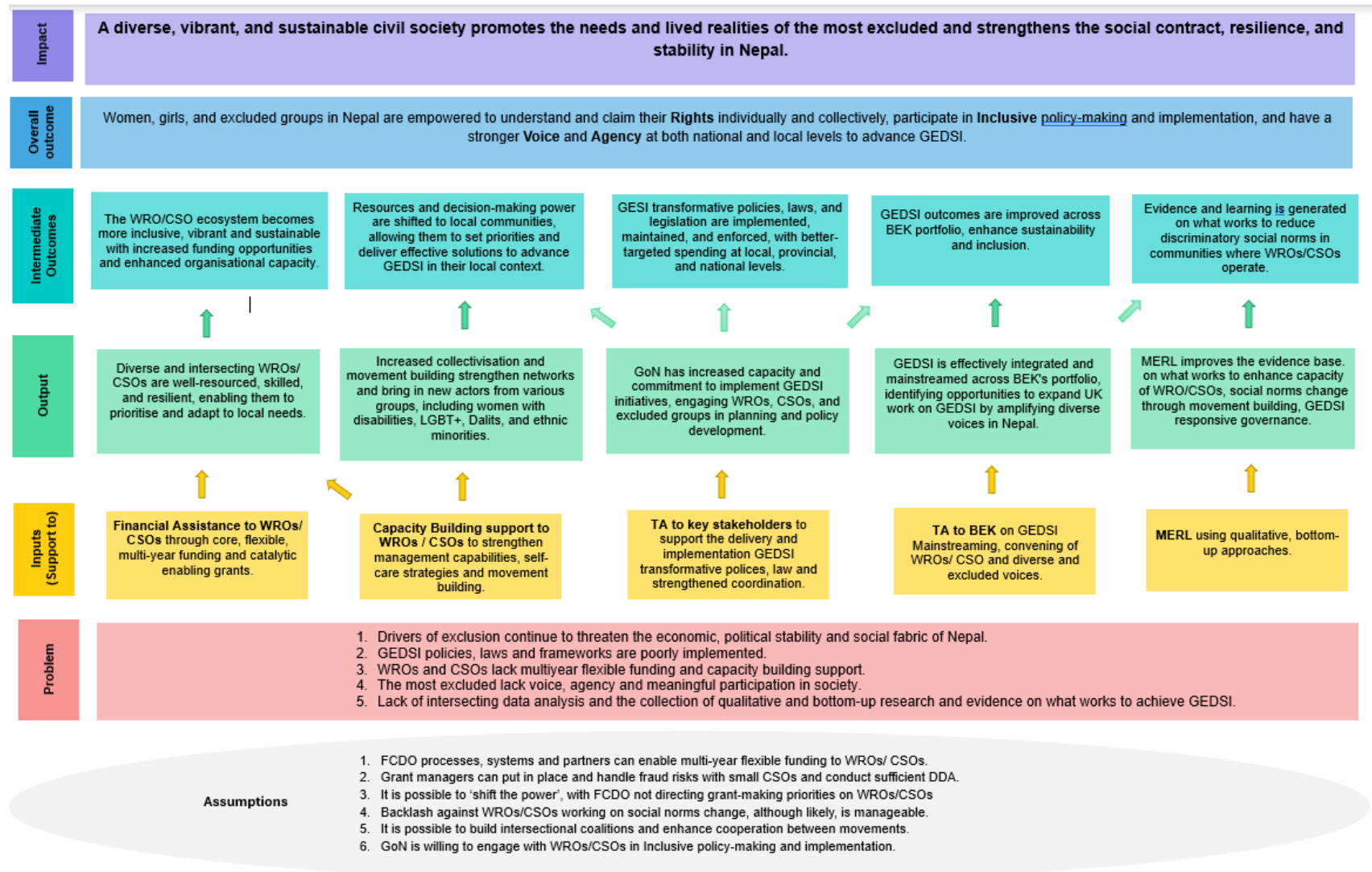The programme will deliver on the following activities:
- **Financial Assistance to diverse and intersecting WROs/ CSOs** through core, flexible, multi-year funding and catalytic enabling grants – helping organisations become better-resourced, skilled, and resilient and enabling them to prioritise and adapt to local needs.

- **Capacity Building support to WROs / CSOs** to strengthen management capabilities and self-care strategies and increase collectivisation, movement building, and exchanges between existing networks and new actors from various groups, including women with disabilities, LGBT+, Dalits, and ethnic minorities.
- **Demand Driven Technical Assistance** to strengthen and implement GEDSI transformative initiatives, engaging WROs, CSOs, and excluded groups in planning and policy development that reflects the experiences of the most excluded and providing a platform for diverse and excluded voices. TA to improve GEDSI mainstreaming outcomes, drive better coherence on GEDSI and support to CSOs between BEK portfolio.
- **MERL** (using qualitative, bottom-up approaches) on what works to enhance capacity of WRO/CSOs, drive social norms change through movement building, and promote GEDSI-responsive governance at all levels.

5.5 The supplier will be expected to design and deliver interventions to achieve outcomes and outputs by working collaboratively with the other implementing partner of the RIVA programme (especially with a focus on coordination, strategic learning, and evidence generation) and where appropriate with partners of other UK funded programmes. Details of component 1 can be found in the Business Case (Appendix B). RIVA's Theory of Change (ToC) is shown below. The Supplier will be required to support the development the overarching programme ToC detailing any assumptions.

5.6 The Supplier will be required to develop and refine an overarching programme log frame (results framework) that includes outcomes, output indicators and milestones and its final version will be agreed with FCDO by the end of the Inception Phase and be reviewed and revised annually. All relevant impact, outcome and output indicators should be disaggregated by gender, age and disability, geographically where possible.

# RIVA Theory of Change (ToC)

**Impact**

A diverse, vibrant, and sustainable civil society promotes the needs and lived realities of the most excluded and strengthens the social contract, resilience, and stability in Nepal.

**Overall outcome**

Women, girls, and excluded groups in Nepal are empowered to understand and claim their **Rights** individually and collectively, participate in **Inclusive** policy-making and implementation, and have a stronger **Voice** and **Agency** at both national and local levels to advance GEDSI.

**Intermediate Outcomes**

| The WRO/CSO ecosystem becomes more inclusive, vibrant and sustainable with increased funding opportunities and enhanced organisational capacity. | Resources and decision-making power are shifted to local communities, allowing them to set priorities and deliver effective solutions to advance GEDSI in their local context. | GESI transformative policies, laws, and legislation are implemented, maintained, and enforced, with better-targeted spending at local, provincial, and national levels. | GEDSI outcomes are improved across BEK portfolio, enhance sustainability and inclusion. | Evidence and learning is generated on what works to reduce discriminatory social norms in communities where WROs/CSOs operate. |

**Output**

| Diverse and intersecting WROs/CSOs are well-resourced, skilled, and resilient, enabling them to prioritise and adapt to local needs. | Increased collectivisation and movement building strengthen networks and bring in new actors from various groups, including women with disabilities, LGBT+, Dalits, and ethnic minorities. | GoN has increased capacity and commitment to implement GEDSI initiatives, engaging WROs, CSOs, and excluded groups in planning and policy development. | GEDSI is effectively integrated and mainstreamed across BEK's portfolio, identifying opportunities to expand UK work on GEDSI by amplifying diverse voices in Nepal. | MERL improves the evidence base. on what works to enhance capacity of WRO/CSOs, social norms change through movement building, GEDSI responsive governance. |

**Inputs (Support to)**

| Financial Assistance to WROs/CSOs through core, flexible, multi-year funding and catalytic enabling grants. | Capacity Building support to WROs / CSOs to strengthen management capabilities, self-care strategies and movement building. | TA to key stakeholders to support the delivery and implementation GEDSI transformative polices, law and strengthened coordination. | TA to BEK on GEDSI Mainstreaming, convening of WROs/ CSO and diverse and excluded voices. | MERL using qualitative, bottom-up approaches. |

**Problem**

1. Drivers of exclusion continue to threaten the economic, political stability and social fabric of Nepal.
2. GEDSI policies, laws and frameworks are poorly implemented.
3. WROs and CSOs lack multiyear flexible funding and capacity building support.
4. The most excluded lack voice, agency and meaningful participation in society.
5. Lack of intersecting data analysis and the collection of qualitative and bottom-up research and evidence on what works to achieve GEDSI.

**Assumptions**

1. FCDO processes, systems and partners can enable multi-year flexible funding to WROs/ CSOs.
2. Grant managers can put in place and handle fraud risks with small CSOs and conduct sufficient DDA.
3. It is possible to 'shift the power', with FCDO not directing grant-making priorities on WROs/CSOs
4. Backlash against WROs/CSOs working on social norms change, although likely, is manageable.
5. It is possible to build intersectional coalitions and enhance cooperation between movements.
6. GoN is willing to engage with WROs/CSOs in Inclusive policy-making and implementation.

# 6  Scope of Work

6.1 FCDO is looking for a high-quality Supplier with proven expertise in co-creating and implementing a Grant Facility, with an equally strong knowledge about Nepal and established presence in country (either directly or through prospective downstream partners) and proven extensive expertise in delivering transformative demand driven and flexible TA to improve GEDSI outcomes. The services require a strong and cohesive multidisciplinary team (See Section 10). The Supplier must demonstrate how they will be flexible, collaborative, agile, adaptive, and quick to learn.

6.2 The Supplier will be responsible for effective due diligence of all downstream delivery partners (including CSO sub grantees), internal monitoring and reviews, collaboration with BEK and related programmes, financial management, risk management, logistics/operations, administration, including developing technical specifications, developing sub-recipients' contract/grant agreements and processing payments where relevant. The Supplier will recruit and actively retain appropriate personnel to deliver on the interventions, outputs and outcomes associated with this contract.

6.3 The Supplier will provide day-to-day management of the programme, including intervention design, development and implementation within the programme budget, management of financial and fiduciary risks, downstream partners including their related due diligence, other risks and monitoring, strategic learning, logistical administrative duties.

6.4 The Catalytic Grant and TA facility will broadly have three interlinked workstreams (including budget) described below.

| Workstream |
| --- |
| **Catalytic Grant Facility** (open call for proposal) - to support diverse range of CSOs, social movements and campaigns that represent LGBT+, persons with disabilities, ethnic, religious and caste-based minority groups. |
| **Demand driven TA facility** to improve CSO capacity, GEDSI Mainstreaming, drive better coherence on GEDSI and support to CSOs between BEK programmes, support, GEDSI Advisory Board (Federal, provincial level), GEDSI Community of Practice, Stakeholder / beneficiary forums and platforms.  Demand driven GEDSI TA facility to support BEK and its partners. |
| **MERL** (qualitative, bottom-up approaches) on what works to enhance; CSO and social movements capacities and effect change at the local level, effective GEDSI mainstreaming and coordination in Nepal. |

6.5 The value of the Catalytic Grant Facility component will initially be fixed at £500,000. All costs of managing the fund must be included within this component, so the Supplier will be required to maximise the efficiency of their fund management solution throughout the life of the contract. The Supplier will propose via tender the resources to be committed to the other two components (the TA facility and MERL). The sum of the other two components combined cannot exceed £1.5m. The supplier will be incentivised (through the tender criteria) to offer competitive prices for all these components.

6.6 The sum from the Catalytic Grant Facility available to be disbursed to WROs/CSOs will be determined by the following sum:

£500,000 (minus) the Suppliers 'Total Cost of Fund Management'

The Total Cost of Fund Management is the sum of all costs (cells AY, AZ and BA) of staff categorised as "Fund Management" in column E of tab 2.3 PROGRAMME STAFF in the commercial pro-forma (schedule 5).

6.7 The sum from the Catalytic Grant Facility available to be disbursed to WROs/CSOs will therefore be determined by the Supplier's tender and then will be fixed in the contract.

6.8 There is scope for the Supplier, in discussion with FCDO, to make flexible changes to the workstreams based on evidence, learning and context as part of the inception phase (see sections 8.3 to 8.6) and when agreeing annual workplans (see sections 8.10 to 8.12). Prices will be fixed for the duration of the contract. There may be some scope to scale up or scale down each component (including the Catalytic Grant Facility) by moving resources between the components but this will be subject to formal contract amendment.

6.9 The Supplier shall avoid duplication of interventions with other programmes and initiatives, ensuring close collaboration instead to maximise coordination for effective collaboration and coherence. The Supplier shall also take the opportunity to leverage existing technical assistance and investments from other donors and GoN in this sector and build on previous lessons learnt in this space – including from previous and existing BEK programming.

6.10 The **36-month assignment** will be divided into three phases:

- A **6-month Inception Phase** – which will be used to confirm programme design, to undertake a series of analytical studies, to set up and launch the open calls for proposals for the Catalytic Grant Facility and to identify TA GEDSI transformative initiatives, including a review point in Month 6 to track progress and move into implementation upon satisfactory performance.
- A **27-month Implementation Phase** – overall performance will be reviewed quarterly (every 3 months) using Key Performance Indicators (KPIs) for contract management and adherence to the ToRs on achieving the outputs and outcomes.
- A **3-month Closure and Learning Phase** – following delivery of programme results by 2027/28 – to responsibly close-down and exit the programme.

# 7 Approach

## Key Requirements

7.1 The Supplier will be the lead implementing partner responsible for the delivery of Catalytic Grant Facility and TA facility under the RIVA programme and will be required to develop and implement a strategy covering all associated workstreams mentioned in the scope of work.

### 7.1.1 Catalytic Grant Facility
- The supplier will be expected to have credible grant management expertise (including designing and overseeing competitive funding mechanism and experience of working with CSOs in similar contexts - demonstrating an existing understanding of the needs and priorities of small, grassroots organisations in Nepal. They will be responsible for devising and overseeing a fair, transparent process for an open call for proposals to support diverse range of CSOs, social movements and campaigns that represent LGBT+, persons with disabilities, ethnic, religious and caste-based minority groups.

### 7.1.2 Demand Driven Transformative GEDSI TA

- TA will be delivered by experts and should include capacity building support to CSOs that are funded through the Catalytic Grant Facility, as well as CSOs that are not funded. The holistic capacity building support to CSOs will in part be demand and peer led. However, the supplier will be responsible to carry out training, mentoring, establishment of linkages and facilitation advocacy and lobbying, and provide technical advice. Through comprehensive training, resources, and skills development, CSOs should be able to improve their advocacy, service delivery, and organisational sustainability. Trainings could cover financial management, compliance, and well-being, including self-care and collective care. At the same time, GEDSI TA to BEK, its partners incl GoN, can improve policies and institutional frameworks, creating an enabling environment for CSOs to operate effectively and contribute to societal change in Nepal.

- TA support to key stakeholders incl GoN to strengthen GEDSI transformative initiatives, mechanisms, and policies that protect and advance the rights of women, girls, and excluded groups, with better-targeted spending at local, provincial, and national levels. It should also help to ensure better coordination and oversight on GEDSI within the international donor community and GoN.

- Additionally, the provision of tailored and responsive TA should be focused on helping to effectively integrate GEDSI across BEK's portfolio to improve outcomes, identifying opportunities to expand UK work on GEDSI targeted interventions and mainstreaming efforts (based on the 3 essential elements and 12 common approaches[6]) (Appendix C), amplifying diverse voices in Nepal and incorporating these realities into programming and diplomatic efforts.

7.2 The Supplier will need to demonstrate a strong and clear approach to embedding GEDSI and intersectionality throughout all aspects of delivery. GEDSI analysis should be localised where relevant and identify those groups more excluded from existing political, social, and economic benefits. This GEDSI analysis should be reviewed and updated on ongoing basis to inform intervention design and delivery, including through ongoing adaptation. The Supplier will need to work to ensure TA interventions are as inclusive as possible and contribute to reducing exclusion and inequalities. The Supplier will comply fully with the International Development (Gender Equality) Act.

7.3 The Supplier is required to ensure that high-quality Political Economy Analysis (PEA) is integrated into its approach and strategy. The Supplier must demonstrate how political economy and context analysis will be mainstreamed throughout the workstream activities. TA support should be tailored to addressing constraints and implementation of GEDSI policies and law through building in strong political analysis, insight and understanding, and having a detailed appreciation of, and response to, the local context.

7.4 The Supplier will be required to build in testing, deliberate learning, and experimentation on how best to achieve the desired outputs and outcomes. A flexible approach should be taken to be able to take advantage of emerging opportunities, overcome constraints and generate evidence.

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[6] The GESI Mainstreaming Research Project is a one-year qualitative study commissioned by the FCDO, and BEK. The research was undertaken by Adam Smith International (ASI) with the purpose of generating learning on how to include a meaningful focus on GESI within 'mainstream' development programmes. Mainstreaming Gender Equality & Social Inclusion in Development Programmes – Adam Smith International

# 8  Programme Delivery

## Mobilisation and Inception Phase

8.1 The Catalytic Grant and TA Facility will have a **six-month Inception Phase**. The Supplier is required to mobilise a multidisciplinary team that is able to deliver the Inception Phase deliverables described in section 8.2, to the milestones (due dates) described in section 8.2. By the end of the inception phase, the Supplier is required to have mobilised a project team so that it can immediately start implementing the workstreams of the Implementation Phase.

8.2 During the Inception Phase, the Supplier must complete the following deliverables:

| | Deliverables – Inception Phase | | |
|---|---|---|---|
| | Output | Description | Due Date |
| 1. | Finalised Staff Structure | Confirmation that all staff roles included in the Supplier's bid have been filled and contracts issued. | Month 1 |
| 2. | Introductory Meetings | Key inception meetings and workshops between FCDO and core project team in Kathmandu, Nepal. | Month 1 |
| 3. | Stakeholder Engagement Strategy and Mapping | Finalised strategy for engaging with stakeholders including timetable of scheduled meetings. Finalised stakeholder map identifying key stakeholders in the Nepal GEDSI space including across BEK portfolio, GoN, donors, multilaterals, INGO, CSOs. (5 - 10 pages) | Month 3 |
| 4. | TA Support Mapping | Finalised report which includes identification and analysis of existing GEDSI TA support including results and existing gaps with a clear strategy to enhance TA GEDSI mainstreaming and outcomes. (5 - 10 pages) | Month 3 |
| 5. | Establishment of a GEDSI Advisory Board for BEK | Map and identify individuals that should form the BEK GEDSI Advisory Board at federal and provincial level. Membership should be drawn from prominent organisations and individuals in the GEDSI space including from Disabled Persons, LGBT+, Women Rights and Ethnic and Caste based organisations and movements. Initial meeting of BEK GEDSI Advisory Group held. | Month 3 |
| 6. | Catalytic Grant Facility launch | Finalise the process, selection criteria, outreach approach and launch the open call for proposal for CSOs. | Month 3 |
| 7. | VFM Approach | VFM approach setting out VFM indicators and considerations agreed with FCDO programme team. (3 - 5 pages) | Month 4 |
| 8. | GEDSI Strategy and analysis | Developing the GEDSI strategy initially proposed by the Supplier, based on stakeholder engagement and further analysis. (10 - 15 pages) | Month 4 |
| 9. | Political Economy Analysis | Developing the PEA initially outlined by the Supplier, based on stakeholder engagement and further analysis. (5-10 pages) | Month 4 |
| 10. | MERL Strategy | Developing the MERL strategy initially proposed by the Supplier, based on stakeholder engagement and further analysis. (5 -10 pages) | Month 5 |
| 11. | Risk Management Strategy and Risk Register | Developing the Risk Management strategy initially proposed by the Supplier, based on stakeholder engagement and further analysis. (5 -10 pages) | Month 5 |
| 12. | Theory of Change | Update of existing ToC for the programme. | Month 5 |
| 13. | Delivery Chain Map | Full and final delivery chain map for the programme. | Month 5 |

| 14. | Asset Register | Full inventory of all the programmes assets procured. | Month 5 |
|---|---|---|---|
| 15. | Logframe / Results Framework | Develop and finalise logframe for the TA programme. | Month 5 |
| 16. | CSO selection | Evaluate proposals, notify and conduct Due Diligence of CSO selected through the open call for proposal and who will be supported under the Catalytic Grant Facility | Month 5 |
| 17. | CSO Capacity Building Mapping and Plan | Map CSO capacity building requirements and develop a plan of support. (10 - 15 pages) | Month 5 |
| 18. | Project Workplan | Finalised Project Workplan for the Catalytic Grant and TA Facility for the duration of programme including Exit Strategy. This should build on the workplan submitted as part of the technical bid and include areas of support identified as part of the Stakeholder TA mapping | Month 5 |
| 19. | Inception Report | Final Inception Report and Review by FCDO (to be submitted two weeks before the end of the Inception Phase) (20 – 25 pages) | Month 6 |

8.3 The Inception Report should be submitted two weeks before the end of the inception phase. It should include refined implementation approach and methodology, costed workplan for year one, and timeline for the delivery of outcomes covering the contract period.

- **Inception Report**: this should provide a summary of work completed as part of the Inception Phase and the finalised workplan for Year 1. The requirements of the inception report are as follows: Page limit: Maximum 25 A4 pages (minimum font size 11). Submission: By email to Programme PRO no later than two weeks before the end of the inception phase

  Area covered in the report should include:

  - Summary of progress against Inception Phase Deliverables
  - Summary of Team Structure and Organogram
  - Summary of Stakeholder Engagement Strategy and Mapping
  - Summary of existing GEDSI TA and strategy to address identified gaps
  - Summary of GEDSI Advisory Group Structure and GEDSI Strategy and Analysis
  - Summary of CSO Capacity Building Mapping and Plan
  - Summary of PEA
  - Summary of VFM Approach with VFM indicators
  - Summary of Risk Management Strategy and Risk Register
  - Asset Register for assets valued at over £500 (or local currency equivalent)
  - Updated ToC and Logframe
  - Updated Delivery Chain Map
  - Finalised Workplan for Year 1 of the programme including detailed budget and updated high-level workplan and indicative budget for the duration of the programme

8.4 At the end of the Inception Phase there will be an Inception review by FCDO. Progress to the Implementation Phase will be subject to the satisfactory performance of the Supplier, delivery of Inception outputs and the continuing needs of the programme. The draft inception report will be reviewed, and feedback provided within 2 weeks of receipt. A final inception report will be due within two weeks of receiving feedback from FCDO.

8.5 The Inception review at the end of the Inception Phase will consider progress against the logical framework, assessment of strategy, assessment of implementation stage work

plans, review of the quality of all inception deliverables and a discussion on future work plan priorities. Progress to the Implementation Phase will be subject to FCDO's approval of the Inception Phase activities and report. If FCDO deems that sufficient progress has not been made, or that the Supplier's performance at Inception Phase has not been satisfactory, FCDO may exercise its rights to terminate the contract under section 43 of the GDD Framework Terms and Conditions.

8.6 The Supplier should note that they are required to deliver the Inception Stage deliverables within the milestones laid out in sections 8.2 and 8.3. The Supplier's cost of Inception shall not exceed the costs/prices identified for the first 6 months in the commercial pro forma (contract schedule 5). If the supplier does not complete the Inception Stage deliverables by the end of month 6 there will not be any additional payments made until the contract formally moves into Implementation Stage. Costs earmarked for month 7 and beyond cannot be invoiced for until FCDO confirms the Inception Deliverables have been achieved and the project is formally moving into Implementation Phase, regardless of whether more than 6 months of time has elapsed since the start of the contract. FCDO will not pay additional costs resulting from a delayed Inception Stage. The exception is if FCDO agrees that delays are genuinely out of the control of the Supplier and that additional costs are justified. In this scenario there would be scope to agree a contract amendment, but no such amendment is guaranteed. The Supplier should price the Implementation Stage to accommodate a reasonable level of risk and flexibility. The Supplier should manage the Inception Stage carefully to anticipate and mitigate factors that would delay completion of the Inception deliverables and take pre-emptive actions to keep costs within the contract's overall cost of Inception.

**Results Framework**

8.7 During Inception, the Supplier is required to develop and refine the results framework for the Implementation Phase in discussion with FCDO. The logical framework forms the basis for internal monitoring of programme progress. The logical framework will be assessed on the quality of the indicator definitions, the quality of justification provided for the indicator targets, and the level of ambition shown in the indicators and targets. The logical framework should be accompanied by a justification for the outcome and impact targets. The results framework should be integrated with the Theory of Change and approach to VFM, and include output, outcome and impact indicators and targets for the duration of the contract.

8.8 The Supplier will provide quarterly and annual narrative reports, including a summary of progress made against the logical framework indicators. During Implementation, progress will be tracked against a series of indicators (see section 11 and 12 for details). All relevant impact, outcome and output indicators should be disaggregated by age, gender, sex and disability (where relevant and appropriate).

## Implementation Phase

8.9 The Implementation Phase will be for **27 months** and will be assessed by the quarterly reporting and against the KPIs on a quarterly basis.

8.10 This is a demand led and flexible programme and therefore the activities that will contribute to the achievement of the programme outputs and outcomes will be identified, agreed and implemented throughout the life of the programme as follows:

- Annually - The Supplier will submit an annual workplan setting out the high-level deliverables for the year ahead

- Quarterly – the Supplier will submit mini-ToR and financial proposals for the delivery of the outputs from the annual workplan that will be implemented in that quarter. Full details of this demand led process is set out at sections 8.13 and 8.14.

8.11    The Supplier will deliver the Implementation Phase deliverables via workplans agreed and approved at the end of the Inception Phase, and annually thereafter (during the contract implementation years, as discussed with FCDO, based upon the contact start date, either in January or February every year). The Supplier in discussion with FCDO can propose how to best develop the workstreams based on evidence, learning and context as part of the inception phase and whilst agreeing annual costed workplans.

8.12    Essential deliverables for the implementation phase are described below. The supplier will identify and propose capacity building support and GESDI TA activities that will contribute to the deliverables which will be agreed with FCDO based on the various mappings (BEK/stakeholder, GEDSI TA, CSO Capacity Building etc) and analysis (GEDSI, PEA etc) building on the inception phase and throughout the life course of the programme.

| Essential Implementation Stage Deliverables |
|---|
| Management and oversight of the **Catalytic Grant Facility** including the delivery of financial assistance to diverse and intersecting WROs/ CSOs through core, flexible and multi-year funding.<br><br>The provision of grant funding to partners under the Catalytic Grant Facility will be based on a set of selection criteria to be developed by the Supplier during inception, and progressively adapted through the Annual Workplan process described in this section 8.<br><br>The Supplier is required to conduct due diligence on potential recipient WROs/CSOs to ensure compliance with FCDO requirements, with relevant guidance available in Appendix F. FCDO will have final approval for all projects supported by the Catalytic Grant Facility once they have been recommended by the Supplier and confirmed by the Supplier as passing due diligence. The Supplier may propose using delegated approval thresholds to improve the efficiency and effectiveness of the screening and approval process based on the ongoing monitoring of the efficiency and effectiveness of the process. FCDO will agree any delegated approval thresholds to be followed by the Supplier and any updated governance requirements that result. Should delegated approval thresholds be agreed, FCDO will retain the right to remove these and revert to approving all disbursements of the Catalytic Grant Facility.<br><br>The Supplier will undertake suitable due diligence and take the necessary steps prior to transferring Catalytic Grant Facility funds and at regular intervals throughout the implementation to assess the internal controls and systems of the fund recipients. These assessments will be shared with FCDO, upon request and should determine, relative to project risk:<br><br>• the reliability, integrity and efficiency of the recipients' controls, systems and processes including compliance with applicable legislation, regulations, rules, policies and procedures;<br>• whether the recipient can successfully deliver the relevant outputs based on its processes, past experience and whether they have the sufficient staff capacity and capability available;<br>• the recipient's ability to correctly manage and account for aid monies and assets as well as its financial health; and<br>• where appropriate, whether the recipient has sufficient capacity and capability to properly monitor and control its implementing partners.<br><br>The Supplier is accountable for ensuring due diligence assessments are completed. |

When issuing funds to WROs/CSOs the Supplier will enter into a contractual agreement with the recipient organisations. The Supplier is required to develop a template agreement during inception phase, to be agreed with FCDO. The template agreement should be modelled on the template attached in Appendix E This template is based on FCDO's Accountable Grant Agreement template and may impose requirements that are not appropriate for the size and type of organisation that the Catalytic Grant Facility is intended to support, so the Supplier is not required to adopt this template in its entirety. When submitting a template agreement to FCDO, the Supplier should clearly indicate where they have deviated from, amended, and/or supplemented, the template attached in Appendix E.

Delivery of **capacity building support** to CSOs funded through the Catalytic Grant Facility to strengthen management capabilities, self-care strategies and increase movement building between existing networks and new actors from various groups, including women with disabilities, LGBT+, Dalits, and ethnic minorities.

Delivery of demand **led transformative GEDSI TA support** to BEK teams, implementing partners, key stakeholders:
- Quality assure GEDSI strategies and GEDSI analysis from across BEK portfolio and identifying areas where programmes could scale up work on GEDSI
- Delivery of GEDSI capacity building trainings to BEK programme teams, implementing partners (including GEDSI leads/ focal points) and GoN partners and officials.
- Support better data disaggregation of data and analysis within BEK portfolio and partners.
- Support and finance the convening of GEDSI Community of Practice (COP) made up of the GEDSI experts/focal points from BEK programmes
- Support and finance a BEK GEDSI Advisory Board made up of prominent thought leaders / activist etc to sense check BEK programming and interventions – hosted at KTM and / or provincial level.
- Provision of demand led transformative GEDSI TA support to lead ministry at federal govt responsible for GEDSI (MWCSC), Provisional Govts in BEK three priority provinces (i.e Ministry for Social Development) and commissions including the National Women Commission, National Dalit Commission, National Inclusion Commission, Indigenous Nationalities Commission, Madhesi Commission, Tharu Commission, Muslim Commission, and the National Human Rights Commission.
- Finance and organise at least one south – south learning regional and / or international trip with GoN / key GEDSI stakeholders.
- Design and convene events bringing together relevant GEDSI stakeholders – to provide a platform for diverse voices, exchanges and learning in Nepal
- Support with coordination of international partners including donors / multilaterals / INGOs providing GEDSI TA support in Nepal to ensure better joined up approaches and ways of working to maximise GEDSI impacts and outcomes.

Delivery of **MERL** (qualitative, bottom-up) on what works to enhance CSO and social movements capacities and effective GEDSI mainstreaming and coordination in Nepal. Support with drawing out case studies, examples of best practice and evidence of BEK GEDSI interventions for strategic comms and learning.

## Workplan and Demand Led Process

8.13    The deliverables required under the Implementation Phase of the Contract will be mainly demand led and responsive to the requirements of the RIVA programme. To facilitate a flexible and adaptive approach, each annual Workplan will be pursued through a quarterly process in which the Supplier prepares a succinct narrative Terms of Reference and costed budget for the quarter's activity, and FCDO confirms this through a 'tasking order'. These quarterly gateways are intended to allow the annual work plan to adapt to

demand, risks and opportunities. See Appendix D for an indicative template for issuing and tracking the tasking orders, which could be further developed in Inception Stage.

| Workplan Process | |
|---|---|
| 1. | At the end of the Inception Phase the Supplier will submit a workplan ('Workplan 1') for year one of the Implementation Phase, alongside the inception report.<br><br>Workplan 1 will include the Terms of Reference and proposed budget for the activity to commence in Quarter 1 of Year 1. |
| 2. | FCDO will review and approve Workplan 1, which will be incorporated into the Contract via a formal Contract Amendment.<br><br>FCDO will review the mini-ToR and budget for the Quarter 1 activity and confirm its approval to proceed via a Tasking Order. |
| 3. | The Supplier will submit the mini-TOR and proposed budget for the activity to commence in Quarter 2 of Year 1 along with the first quarterly report. |
| 4. | FCDO will review the mini-ToR and budget for Quarter 2 activity and confirm its approval to proceed via a tasking order. |
| 5. | The Supplier will submit the mini-TOR and proposed budget for the activity to commence in Quarter 3 of Year 1 along with the second quarterly report |
| 6. | FCDO will review the mini-ToR and budget for Quarter 3 activity and confirm its approval to proceed via a tasking order. |
| 7. | The Supplier will submit the mini-TOR and proposed budget for the activity to commence in Quarter 4 of Year 1 along with the third quarterly report |
| 8. | FCDO will review the mini-ToR and budget for Quarter 4 activity and confirm its approval to proceed via a tasking order. |
| 9. | At the end of Year 1 the Supplier will submit a workplan for Year 2 of the Implementation Phase, Workplan 2 with the Annual Report. |
| 10. | Repeat steps 2-9 of the process for the duration of the contract. No mini-ToR or budget for future activities will be required to be submitted with the final Quarterly Report |

8.14    The Supplier is required to ensure that the quarterly mini-Terms of Reference can be delivered within the annual cost envelope established in the relevant Annual plan. Task Orders cannot instruct anything that would increase the annual cost envelope establish in the relevant Annual plan. If the cost envelope established in the relevant Annual plan ever needs to be increased, this can only be done via formal contract amendment.

## Closure and Learning

8.15    The Supplier should aim for delivery of all deliverables by the end of the implementation phase. Following this, a 3-month responsible close down/exit and learning phase will be required. A formal, high-quality final report will be required, documenting overall programme results, breakdown of costs and delivery, and lessons learned. A detailed assets register will also be required to be submitted for asset disposal discussions (if assets are procured). The report will need to be provided prior to Programme Completion Review (PCR) commencement for the RIVA programme.

8.16    FCDO expects the Supplier to work with any future FCDO Suppliers in relation to the RIVA programme to ensure smooth handover of and sustainability of activities into the future, if applicable.

# 9 Monitoring and Learning

## Overview

9.1 This contract's MERL management strategy objectives will focus on:

- Providing information, data, and evidence to continuously improve the overall RIVA programme interventions (across components and partners) and reporting to FCDO.

- Developing the evidence base (using qualitative, bottom-up approaches) on what works to enhance CSO and social movements capacities and effective GEDSI mainstreaming and coordination in Nepal.

- Providing details on how the use of case studies, examples of best practice and evidence of BEK GEDSI interventions will be developed for strategic comms and learning.

- Promoting the uptake of innovations piloted by the RIVA programme and stimulate dialogue through influencing and advocacy.

- Facilitating information sharing and identifying synergies across the programme and through strategic partnerships including across BEK portfolio, and within Nepal and FCDO more broadly.

- Consolidated results reporting in line with FCDO requirements and cycles.

- Contribute to FCDO – Nepal evidence and learning agenda on GEDSI and support to CSO and movements.

9.2 The programme is expected to publish knowledge products in an external facing public website (of the lead supplier) during and for a period after the project to facilitate sharing of lessons and disseminate outputs.

# 10 Team Structure

## Key Requirements

10.1    The **Project Team** will be an agile and responsive team, responsible for the day-to-day project and financial management activities. This includes the compilation of reports, financial management, managing sub-contractors, risk management, and liaising with FCDO, the multilateral organisation delivering RIVA programme component A (per section 1.3) and other identified stakeholders. The core team will oversee and manage the TA pool and lead on the identification of TA activities and the Tasking Order process set out at sections 8.13 and 8.14.

10.2    Given the focus of the programme, the importance of understanding the local context, policies, and regulations (in Nepali language), and engaging with grassroot CSOs, a strong mix of local and international experts is required. Appropriate GEDSI considerations also need to be shown in the proposed team in terms of gender, disability, age, caste and ethnicity. The supplier should set out how it will go about recruiting diverse programme teams and encouraging diversity so that alternative perspectives are shared, listened to and acted upon when delivering the contract.

10.3    It is up to the supplier's discretion on where the Project Team are based, however, FCDO would anticipate at least one core member of the team is Kathmandu based. The rest of the team could be remote with visits to Kathmandu to oversee key activities, delivery

of TA and engagement with FCDO. It is also up to the supplier to decide whether roles are part time or full time and indicate this through the workplan they submit at tender.

10.4 The Project Team will be responsible for the day-to-day leadership, strategy setting and management of the contract. The skills and experience provided by the project team will be required throughout the contract's implementation, regardless of the current portfolio of activities. The project team must consist of at least four roles:

- Team Leader / Project Director
- Deputy Team Leader
- GEDSI / Safeguarding Thematic Lead
- Financial / Grant Management and Project Administration Lead
- Knowledge Management and Strategic Communications Lead

These are programme functions not necessarily individual positions. One position might cover more than one function, and one function may have more than position working on it. The Supplier may also include additional project team personnel. The Supplier must submit an organogram and job titles.

The Supplier's entire Project Team solution, (the personnel, distribution of roles, Level of Effort, and locations), must be tailored to effectively deliver the deliverables of this project in all three stages (Inception, Implementation and Exit).

10.5 Changing the Team Leader/Project Director, Deputy Team Leader, Thematic Leads, and other key personnel soon after programme inception is highly discouraged (unless specifically requested by FCDO or mutually agreed between the Supplier and FCDO or dismissal due to performance issues or professional misconduct). The Supplier needs to minimise staff turnover and ensure continuity for at least two years unless otherwise agreed with FCDO. Suppliers must fill the vacant positions appropriately, and any other staffing changes must be agreed with FCDO. Prior approval from FCDO must be obtained while making changes to personnel.

10.6 **Flexible expert pool:** The flexible expert pool includes personnel with specific and specialised skills that the Catalytic Grant and TA Facility may draw on if required. Suppliers may commit to named individuals for the short-term expert pool in their bids, or describe the roles profiles that they commit to fill with qualified staff yet to be identified. For unnamed roles the Supplier will be required to demonstrate how the breadth and quality of their expert network (nationally and internationally) will help enable them to always meet the ToR contract deliverables.

## Specific Role Requirements

10.7 **Team Leader / Project Director (TL/PD)**: The TL/PD will be the most senior person responsible for the delivery of the Supplier contract and will provide strategic leadership. Responsibilities include:

- Lead high-level discussions between FCDO Senior Responsible Officer (SRO) / Programme Responsible Officer (PRO) and the Supplier contract and other commercially sensitive issues.
- Responsible for the Catalytic Grant and TA Facility, ensuring there are clear lines of responsibilities between Deputy Team Leader, Thematic leads and the Project Team.

- TL/PD will have high level strategic and managerial oversight of the Catalytic Grant and TA Facility ensuring that the correct people, resources, and processes are in place to ensure efficient and effective delivery.
- The TL/PD would be FCDO's primary contact point for all strategy and workstream discussions and manage performance of the Deputy Team Leader alongside Thematic Leads and Project Team.
- The TL/PD must demonstrate relevant expertise in 1) leadership and management of development programmes. 2) Making difficult management decisions to maximise impact of the programme and drive good value for money, including moving or replacing staff and closing underperforming workstreams.

**Deputy Team Leader (DTL)**:  The postholder should demonstrate relevant expertise in managing a complex project of diverse and interlinked themes and understanding of CSO capacity building and delivering high quality demand lead transformative GEDSI TA.  Responsibilities include:

- Leading the Supplier team, oversee day-to-day operation, provide oversight and accountability on programme delivery and quality.
- Overall oversight on the development and implementation of the programme delivery, including workstreams, workplans and activities and ensuring alignment with the high-level programme objectives and outcomes. This will require providing quality assurance of the delivery of the delivery of the workstreams, and jointly working with the thematic and project leads.
- Jointly with the respective thematic and projects leads deliver the outcomes of the programme.
- Ensuring that the programme's activities are aligned with international best practices and standards, including appropriate UK and local Nepali laws and regulations.
- Maintaining relationship with FCDO senior team and programme SRO and PRO and provide updates on programme progress and challenges. Key point of contact for FCDO on programme delivery and any other FCDO internal oversight or reporting requirements.

10.8    Both the TL/PD and DTL needs to have the following skillsets:

- *Leadership*: Should have strong leadership skills and the ability to motivate and manage a team of professionals from diverse backgrounds and teambuilding skills across cultures. Other requisite skills include the ability to delegate tasks, provide feedback and facilitate communication.
- *Project Management*: Should have strong project management skills, including experience in developing project plans, tracking progress, and managing project budgets. Knowledge of project management tools is helpful. In addition, should be able to provide inclusive and effective management of large teams of senior, junior or mid-career professional staff from diverse backgrounds, ensuring that the correct people, resources, and processes are in place to ensure efficient and effective delivery, and making difficult management decisions to maximise impact of the programme and drive good value for money, including moving or replacing staff and closing down underperforming workstreams.
- *Stakeholder Engagement*: Should be skilled in stakeholder engagement and able to effectively communicate with diverse stakeholders, including government officials, private sector, civil society organisations and international investors and donor community.
- *Communication Skills*: Should have strong verbal and written communications skills, preferably fluency in Nepali, including the ability to communicate complex economic,

financial and climate policy concepts to non-experts. This role also requires drafting briefs, reports, and the ability to deliver presentations to a diverse audience.

- *Flexibility and big picture vision*: Should be able to see big picture in design and implementation of policies and programme workstreams so that the Catalytic Grant and TA Facility works coherently and in tandem with other RIVA components.

10.9 **GEDSI Lead**: The postholder will be responsible for overseeing transformative GEDSI TA, ensuring best practice on GEDSI issues across the programme, including safeguarding and working with rights based CSO and marginalised groups. The postholder should have expert knowledge and expertise on GEDSI, intersectional vulnerability within marginalised groups, gender and patriarchal norms and leave no one behind agenda, as well as developing and implementing strategies to address GEDSI issues in development programming within Nepal and / or in a similar the global south context. Stakeholder management, project management, leadership, communication skills alongside flexibility and seeing the big picture would also be key prerequisite for this role.

10.10 **Finance / Grant Management and Project Administration Lead:** The post holder will be responsible for; providing key information to enable decisions; clear written and oral communications; accurate and timely forecasting, reporting of results, VFM. risk management, asset management, delivery chain mapping, routine contract management. The post-holder should have relevant expertise in programme management of similar development programmes and ideally have experience of overseeing and managing grants to sub grantees.

10.11 **Knowledge Management and Strategic Communications**: The postholder will be responsible for overseeing all monitoring, evaluation, and learning responsibilities including qualitative, bottom-up approaches on what works to enhance; CSO and social movements capacities and effect change at the local level, effective GEDSI mainstreaming and coordination in Nepal. The postholder should have relevant expertise in implementing monitoring and results frameworks of development programmes, accurate and clear reporting of results, and identifying opportunities for programme innovation and adaptive management. The postholder should also have experience in managing strategic communications and expertise in knowledge management and will be required to engage with FCDO on data, evidence, monitoring, learning events, field missions with Thematic Leads and support in reviews.

# 11 Governance, programme management and reporting

11.1 The Supplier is required to develop and implement strong governance processes designed to effectively manage the project, deliver Value for Money, manage risks, and maintain the flexibility required to adapt activities in response to 'what works' learning and new opportunities. The Governance for this contract will align with the broader Governance for the wider RIVA programme, including the FCDO Annual Review process for the wider RIVA programme (referred to in this document as the Annual Review). The Supplier is required to take part in the Dialogue Driven Partnership scheme (see Appendix G).

11.2 The Supplier is required to meet regularly with the FCDO RIVA Programme Team to review progress towards delivery of workstream, outputs, outcomes, the budget, results achieved, financial forecasts and risk mitigation, via the meeting schedule outlined in section 11.4.

11.3 The core FCDO RIVA Programme Team will consist of:

- **Senior Responsible Owner (SRO):** The SRO is accountable for the wider RIVA Programme meeting its objectives, providing strategic leadership, delivering the required outcomes, and making the expected contribution to the BEK portfolio outcomes.

- **Programme Responsible Owner (PRO) / Social Development Advisor:** The PRO will be the primary FCDO contact point who will be accountable for driving, on a day-to-day basis, the delivery of contract outcomes within agreed time, cost, and quality constraints. They will lead on quality assuring outputs, programme management and delivery issues including risk management, VFM, asset management, audit, due diligence, financial forecasting, and reporting. They will engage on GEDSI and social development agendas as relevant and facilitate engagement between BEK partners on these issues and support the coordination with and between implementation partners.

- **Programme Officer and Senior Programme Manager:** The programme officer and senior programme manager will support with undertaking day-to-day administrative tasks to support implementation.

11.4    Meeting schedule:

- **Fortnighty**: there will be fortnightly one-to-two-hour meetings with FCDO throughout the **inception and closure phases** (Kathmandu working hours, hybrid and / or online). The frequency and duration of these meetings may be adjusted at FCDO's discretion. The purpose of these meetings is to discuss progress against the workplan through a focus on key risks, issues/progress blockers and milestones achieved. The Supplier is required to prepare and present a short narrative during the meeting.

- **Monthly**: there will be a monthly one-to-two-hour meetings with FCDO throughout the **implementation phase** (Kathmandu working hours, hybrid and / or online). The frequency and duration of these meetings may be adjusted at FCDO's discretion. The purpose of these meetings is to discuss progress against the workplan through a focus on key risks, issues/progress blockers and milestones achieved. The Supplier is required to prepare and present a short narrative during the meeting.

- **Quarterly:** there will be quarterly meetings with FCDO throughout all phases, which will be main focus of the contract management regime (Kathmandu working hours, hybrid and / or online). Quarterly progress reports and financial reports will be reviewed at this meeting. The Key Performances Indicators will be measured quarterly and reviewed at this meeting. See section 11.5 for a full list of the reports that will be monitored via the Quarterly meeting.

11.5    The Supplier is required to provide the quarterly reports listed below (reporting requirements may be amended by mutual agreement between FCDO and the Supplier):

- **Quarterly Report:** a 5-10 page (maximum) report featuring:
  o  A narrative summary of progress against agreed annual workplan milestones and deliverables, identifying any challenges/issues, and including progress towards the overall contract outcomes and any Annual Review actions. Commentary on lessons learned from the reporting period and priority objectives for the next quarter.
  o  Tabulated measurements of progress against the milestones, outputs, and outcomes in the annual deliver plan. This should clearly cover progress

against each Tasking Order (see sections 8.13 and 8.14). Measurement of the KPIs and Value for Money indicators.
- o Updated Risk Matrix with mitigation measures
- o Submission of mini-ToRs and costed workplans for identified activities to commence in the following quarter (to be approved with the issue of a 'Tasking Order' as set out in sections 8.13 and 8.14.

- **Financial Report** a 3 - 5 page (maximum) report featuring:

  - o Financial report detailing quarterly spend. Including reconciliation of previous quarter expenditure against forecast including rationale for variances from forecasting.
  - o Updated budget forecasts.
  - o Any updates on staffing and assets where changes are required.
  - o Value for Money Report broken down by VFM indicators included in the VFM Approach
  - o Quarterly Invoice submitted with the Financial Report

## 11.6 Annual Report

The fourth and final quarterly report of each year of the contract will serve as an Annual Report. The Supplier is required to submit the following information:

- **Annual Report and Strategy Refresh**: a 15 - 20 pages (maximum)

  - o The first section should include the same information as the quarterly report (see section 11.5) but should cover the full year (cumulative results). The narrative should assess progress against the workplan and deliverables over the past year, progress against the overall contract outcomes/ToC, and progress against any actions from previous Annual Reviews. There should be a tabulated summary of work completed against each Tasking Order.
  - o The second section should be a strategy refresh based on lessons learnt from the previous year. It should make strategic and tactical recommendations for the delivery approach in subsequent years and culminate in the submission of a costed Annual Workplan for the new year (see section 11.7).
  - o There should be a summary of key risks from the year including mitigating actions taken, and a thorough updating of the risk register's risk assessments and mitigations (covering safeguarding, fiduciary risk and political economy risk).
  - o Submission of mini-ToRs and costed workplans for identified activities to commence in quarter one of the new contract year.

- **Annual Financial Report:** a 5-10 pages (maximum)

  - o The same information as the quarterly report (see section 11.5) but should cover the full year (cumulative data).
  - o Reconciliation of previous year's expenditure against forecast including rationale for variances from forecasting.
  - o Updated budget forecasts for the following year and indicative budget for the remainder of the programme.
  - o Value for Money summary including performance against VFM indicators and confirmation of any cost savings achieved.
  - o Updated Asset Register.
  - o Final Quarterly Invoice submitted with the Financial Report

**11.7    Annual Workplan**

- The Supplier is required to submit an annual costed workplan for the year ahead in Gantt chart format, detailing the activities and timelines for each workstream, alongside the Annual Report and Strategy Refresh. The Supplier is required to produce the year 1 Annual Workplan as an inception phase deliverable.

11.8    **Quality of reports:** the Supplier is required to ensure all reports are concise, clearly written, quality assured and user friendly. The main body of reports should only include the key information FCDO needs to know. The Supplier should make effective use of Annexes for additional details not necessary for FCDO's decision making or risk management.

11.9    The Supplier is required to ensure all reports are quality assured to a high professional standard before being sent to FCDO.

11.10   Reporting schedule summary:

| Report | Submission deadline |
|---|---|
| Quarterly report (progress and performance) | 15th calendar day of month following Quarter end |
| Quarterly financial reports and forecasts. The financial report should clearly indicate the figure the Supplier intends to invoice for and the breakdown of that figure. | |
| Risks register (updated) | |
| Quarterly invoices submitted to FCDO – only once FCDO have confirmed that all required reports have been received, and that the figure-to-be-invoiced (per the quarterly finance report) is correct. Any invoice submitted before such confirmation will not be treated as a "valid invoice" under the GDD Framework Terms and Conditions. | FCDO will endeavour to issue confirmation by the 25th calendar day of month following Quarter end |
| Annual Report and Strategy Refresh | 15th calendar day of contract month 6, month 18 and month 30, to provide two months notice before the RIVA programme's Annual Review deadline which is expected to be in October each year |
| Annual Workplan | |
| Annual Financial Report | |
| Updated financial year actuals and monthly forecasts for the remaining years of the programme | 28th February each year |
| Project Completion Report | One month before contract end date |

11.11   The Supplier will be responsible for submitting the Project Completion Report (see section 8.15) within the stipulated timeframe agreed mutually with FCDO, no later than one month before the contract end date.

27

11.12   The Supplier will need to keep records of all work and expenditure, including for 7 years after contract end, to have this in a form which can be transferred to FCDO and available upon request, for example for FCDO internal audit, National Audit Office (NAO), the Independent Commission for Aid Impact (ICAI), and so on.  FCDO uses One Drive and Microsoft Teams so the Supplier is encouraged to use this platform as well for document retention and facilitating sharing of documents. The Supplier is also required to be open to changes in requirements and opportunities in relation to evolving technologies.

# 12 Performance and Payment Requirements

## Performance and Payment

12.1    Invoices for payment in arrears must be submitted on a quarterly basis (the reference to monthly invoicing in Clause 22.3 of the GDD Framework Terms and Conditions does not apply). Payments will be made within 30 days of receipt of an undisputed valid invoice as per the GDD framework terms and conditions Clause 22.1.

12.2    The successful Supplier will submit invoices to FCDO on the Supplier's letterhead. Invoices need to be supported by a breakdown of costs in the format of the pro forma cost template used in the original tender. The Supplier is required to adhere to the Cost Transparency Guidance issued as part of the original tender. Invoices should also be accompanied by the information of spend vs forecasts and that can be easily aligned with budget reporting proformas agreed during the Inception phase.

12.3    With the exception of expenses, all Inception phase payments will be subject to the achievement of output milestones, and all Implementation phase payments will be subject to satisfactory performance against the Key Performance Indicators (KPIs).

12.4    Expenses will be paid on an actuals basis, and are not subject to any form of Payment By Results.

## Milestone payments (Inception Phase)

12.5    All Inception Phase costs (with the exception of expenses) will be subject to achievement of the Inception deliverables and milestones as outlined in the 'Inception Deliverables' sections 8.2 and 8.3. The supplier will not be entitled to invoice for quarter 1 costs until satisfactory delivery of the Inception Deliverables required to be completed by the end of quarter 1. The supplier will not be entitled to invoice for quarter 2 costs until satisfactory delivery of the Inception Deliverables required to be completed by the end of quarter 2.

12.6    Satisfactory delivery of the Inception Deliverables will be determined by FCDO, with the Supplier having recourse to the Dispute Resolution procedure described in clause 47 of the GDD Terms and Conditions.

12.7    If the supplier does not complete the Inception Stage deliverables by the end of month 6/quarter 2 there will not be any additional payments made until the contract formally moves into Implementation Stage (see section 8.6).

## Key Performance Indicators (Implementation Phase)

12.8 Every Implementation phase invoice shall be subject to Key Performance Indicators (KPIs) assessment. If the Supplier's performance requires any KPI penalties to be applied (see section 12.12 below) they will be deducted from the next quarterly invoice. The Supplier is required to account for any penalties that FCDO has confirmed for the last quarter, when invoicing for any quarter. Deductions will be calculated using the methodology described in section 12.12.

12.9 The final invoice for the Closure phase will not be subject to any form of Payment by Results.

12.10 The framework for KPIs is set out below. During the Inception Phase, the Supplier is required to identify more specific and detailed mechanisms for the measurement of the KPIs. The Supplier may also propose further refinement of the KPIs for FCDO to consider during Inception Phase. FCDO may review the KPIs at any point in the contract duration to ensure that the KPIs and methodology are fit for the contract, and if necessary, seek changes via contract amendment.

12.11 Each KPI will be assessed on a scale of A-C which will determine whether any payment deductions are made (see section 12.12). The Supplier is required to submit evidence of delivery against the KPIs each quarter and FCDO will assess the KPIs and award a grade on the A-C scale for each KPI.

## 12.12 Contract Management KPI Scoring Methodology

| Key Performance Indicators | | | | | |
|---|---|---|---|---|---|
| | KPI Type | KPI Description | % of Payment* Linked to KPI | Assessment | Frequency |
| **Stakeholder Engagement and Support** | | | | | |
| 1. | Customer Satisfaction | The assessment of CSOs and relevant GEDSI stakeholders' level of satisfaction as to the level of engagement and perceived impacts of support by the supplier | A - no deduction<br><br>B – 1% deduction to latest invoice if grade B is awarded for two consecutive quarters<br><br>C – 3% deduction | Every 12 months, the supplier will issue a feedback survey to CSOs funded through the Catalytic Grant Facility and relevant stakeholders supported by GEDSI TA on satisfaction of supplier's level of engagement and impact of support. The Stakeholders should send the feedback to FCDO and will be asked to rate the Supplier as follows:<br><br>• Exceeding expectations;<br>• Meeting requirements;<br>• Approaching Target;<br>• Requires Improvement; and<br>• Inadequate;<br><br>The survey will determine the following grading:<br><br>A = >90% of respondents report that the Supplier is meeting requirements or exceeding expectations. | Annually |

29

| | | | | B = >75% of respondents report that the Supplier is meeting requirements or exceeding expectations.<br>C = <75% of respondents report that the Supplier is meeting requirements or exceeding expectations, OR >10% of respondents report that the Supplier is inadequate.<br><br>For quarters between surveys, the Supplier will receive an A grade unless FCDO has received any formal written feedback from CSOs or stakeholders that supports the awarding of a B or C grade. | |
|---|---|---|---|---|---|
| **Contract Management** | | | | | |
| 2. | Timeliness of reports | All quarterly/annual reports (per sections 11.5 and 11.6 above) are submitted by the required deadline (per section 11.10 above). | A - no deduction<br><br>B – 0.5% deduction to latest invoice if grade B is awarded for two consecutive quarters<br><br>C – 1% deduction | A = all reports are submitted on time.<br>B = one or more reports are submitted late, but within one week of the deadline.<br>C = one or more reports are submitted later than one week after the deadline. | Quarterly |
| 3. | Quality of reports | All quarterly/annual reports are of a satisfactory quality. | A - no deduction<br><br>B – 1% deduction to latest invoice if grade B is awarded for two consecutive quarters<br><br>C – 2% deduction | FCDO will review the quality of Supplier reports. If there are issues with the quality of the reports, FCDO will respond with feedback within five working days. The Supplier will have five additional working days to reissue the reports to address the feedback. If such re-submission is required, the reports will be graded on the basis of the re-submitted versions.<br><br>A = all reports are judged by FCDO to be of satisfactory quality.<br><br>B = one or more reports is re-submitted more than five working days after the issuing of feedback, or there are still minor errors/omissions/lack of detail.<br><br>C = one or more reports has major errors/omissions/lack of detail, or does not adequately identify or address risks, or does not cover lessons learned. | Quarterly |

| 4. | Milestones | All quarterly milestones are met per the Annual Plan | A – no deduction<br><br>B – 3% deduction<br><br>C – 8% deduction | Every Annual Plan will establish the milestones for achieving/progressing/measuring the outputs/outcomes of the Annual Plan.<br><br>The Annual plan will also identify the thresholds of achievement/progress and quality that would earn an A grade, B grade or C grade, and the means of verification.<br><br>See sections 12.14 to 12.19 for further details. | Quarterly |
| 5. | Financial Management | FCDO requires quarterly forecasting with a permitted variance of a maximum of 5% of the quarterly spend forecast (this will not apply if FCDO specifically request a variance outside of the permitted variance) | A - no deduction<br><br>B – 0.5% deduction to latest invoice if grade B is awarded for two consecutive quarters<br><br>C – 1% deduction | One resubmission per quarter is permitted. If variance is still >5% by second resubmission, a C grade will be awarded<br><br>A = Variance is less than 5%<br>B = Resubmission was required<br>C = Variance is more than 5% | Quarterly |

\* KPI penalty %s apply to the invoice total, less any expenses covered by the invoice and less any disbursements of the Catalytic Grant Facility\*\* for the quarter being assessed. The total penalty sum will then be deducted from the next quarterly invoice. The Supplier is required to account for any penalties that FCDO has confirmed for the last quarter, when invoicing for any quarter.
\*\* Disbursements made to WROs/CSOs will not be included in the calculation of the penalty %, but costs of Fund Managements, whether staff or other costs, will be included in the calculation.

12.13 **Major Performance Failure.** In the event that the Supplier achieves a C grade for the same KPI in two consecutive quarters, the Supplier will have committed a Material Default (per clause 40.1 of the GDD Terms and Conditions) and will be required to produce a Rectification Plan (per clause 40.2 of the GDD Terms and Conditions). If the Supplier achieves a C grade for the same KPI in two consecutive quarters, either during the term of the Rectification Plan or within 6 months of the end of a Rectification Plan, this will be treated as ground for Termination with Default of the Supplier (per clause 44 of the GDD Terms and Conditions).

## Assessment of Milestones for KPI 4 (Implementation phase)

12.14 A proportion of quarterly payments to the Supplier shall be linked to payment of output and outcome milestones. As the contract progresses, more outcome (rather than output) milestones will be expected.

12.15   The milestones will be proposed by the Supplier and refined and agreed by both FCDO and Supplier during the inception phase and every year thereafter, via the Annual Workplan, with final approval from FCDO.

12.16   The Annual Workplan needs to propose milestones for each quarter and identify the thresholds of achievement/progress and quality that would earn an A grade, B grade or C grade (see table in section 12.12). It is expected that, in many quarters, two or three milestones will suffice. The means of verification for the achievement/progress/quality of milestones must be identified to facilitate clear, unambiguous measurement against the ABC grade thresholds. The timing of the measurement of the milestones, including the submission of information to FCDO, must be proposed in the Annual Workplan and agreed by FCDO. See the table in section 12.19 for some example measures.

12.17   The quarterly tasking order process described in sections 8.13 and 8.14 above is intended to be a further iteration of the Annual Workplan, such that quarterly mini-TORs are always consistent with the milestones in the Annual Workplan, and simply provide more precise information about their realisation and their measurement. The Supplier is required to endeavour to ensure that quarterly mini-TORs reconcile with the Annual Plan so that the measurement of KPI 4 (see table in section 12.12) can continue using the grading definitions established in the Annual Workplan. If the needs of adaptive programming and responding to 'what works' requires quarterly mini-TORs to deviate from the Annual Workplan such that the measurement of KPI 4 in the way described in the Annual Workplan is no longer viable, FCDO will consider whether the proposed mini-TORs are acceptable and whether a contract amendment is required. Where quarterly mini-TORs deviate from the Annual Workplan such that the measurement of KPI 4 in the way described in the Annual Workplan is no longer viable, the Supplier must propose (in the mini-TORs) how the milestones and/or their measurement and/or the ABC grade thresholds might change to facilitate clear, unambiguous measurement of the achievement/progress/quality of outputs/outcomes.

12.18 The Supplier is required to strive to identify objective measures of the achievement/progress and quality of the milestones, but where measurement is subjective FCDO will make the final assessment. The Supplier has recourse to the Dispute Resolution procedure described in clause 47 of the GDD Terms and Conditions. If unforeseen circumstances and justified factors beyond the Supplier's control have impacted upon the achievement/progress or quality of the milestones, or are anticipated to have such an impact, the Supplier should inform FCDO as soon as they are aware of the unforeseen circumstances and justified factors. FCDO might consider these factors when assessing he achievement/progress and quality of the milestones but is under no obligation to do so.

12.19

| Example measures for KPI 4 | <ul><li>% of CSO/movement that report a change in their capacity to advance GEDSI and empower women, girls and vulnerable groups compared to when they first received grant- funding</li><li>% of CSO/movements that have built new coalitions and built their network leading to joint advocacy initiatives</li><li>Evidence of transformative GEDSI TA delivered that improves outcomes</li><li># of BEK programmes that have improved approaches to GEDSI Mainstreaming as result of TA support (drawing on 3 essential elements and 12 common approaches to GEDSI mainstreaming)</li><li># studies, knowledge products generated and disseminated documenting the improvements and challenges of the broader GEDSI ecosystem in Nepal</li></ul> |
|---|---|

| | • # of key provincial, national, and international events where WROs/movements are represented<br>• # type and legal and policy changes towards GEDSI reported by CSO/movements supported and by GoN |
|---|---|

## Value for Money (VFM)

12.20   A VFM approach/considerations should be developed during the Inception Phase by the supplier and applied throughout the programme life. The VFM approach must inform VFM judgements, decision making and improvements to programme performance. VFM will be reviewed as part of the RIVA Programme Annual Review Process and the Supplier will be required to provide inputs and evidence into this review each year. The VFM approach should include indicators covering economy, efficiency, effectiveness, equity, and cost effectiveness, as defined in FCDO's Approach to Value for Money. The VFM approach should be co-created alongside the results framework. VFM indicators will be a combination of quantitative metrics and qualitative indicators. The Supplier will report on VFM, including progress on selected indicators, in the Quarterly and Annual Reports.

## Drawing down the Catalytic Grant Facility (payment in arrears)

12.21   All payments made through this contract will be made in arrears. The Supplier will therefore disburse Catalytic Grant Facility monies to recipient WROs/CSOs before claiming this money from FCDO in the Supplier's quarterly invoices. The Supplier is therefore required to pre-finance the Grant disbursements through their own funds or through a finance facility that the Supplier will establish. The Supplier may include any costs of pre-financing in their commercial pro-forma (schedule 5).

12.22   The Supplier is required to propose a methodology in their tender for minimising the period of arrears and therefore minimising any costs of pre-financing. This approach may be further developed during Inception phase. An ongoing requirement of the VFM approach described in section 12.20 will be the requirement on the Supplier to continuous seek ways to minimise any costs of pre-financing.

12.23   FCDO will only re-imburse the Supplier for fund disbursements for WROs/CSOs where the disbursements were made in full compliance with the process outlined in this contract and any further contract amendments, including the Due Diligence requirements outlined in section 8.12, and all necessary documentation is provided in support of the invoiced sums.

12.24   FCDO will not pay any costs of pre-financing that arise from the Supplier failing to invoice for fund disbursements in the next available quarterly invoice, or from delays in providing all necessary documentation in support of the invoiced sums. If there is a delay in invoicing, the Supplier is responsible for the costs of pre-financing costs arising from the delay.

# 13 Compliance Requirements

13.1   **Monitoring and Evaluation.** The Supplier will be subject to continuous monitoring and assessment by FCDO. Formal monitoring of its performance, progress and delivery includes monthly, quarterly and annual meetings detailed above. The Supplier will also be expected to participate in the annual review of the wider RIVA programme.

13.2 **Transparency.** Transparency, value for money, and results are top priorities for the UK Government. FCDO has a duty to show UK taxpayers where their money is being spent, its impact, and the results achieved.

13.3 FCDO has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same. FCDO requires 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 and downstream partners 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 to FCDO – further information is available from: http://www.aidtransparency.net

13.4 **Delivery Chain Mapping.** FCDO is interested in gathering details of the organisations working within the delivery chains of directly contracted Suppliers. As part of the contractual compliance checking process, the Supplier will be required to submit returns providing these details, as a minimum on an annual basis. They will also be required to map out full delivery chains.

13.5 **Digital Spend.** The UK government defines digital spend as 'any external-facing service provided through the internet to citizens, businesses, civil society, or non-governmental organizations. The Government Digital Service (GDS), on behalf of the Cabinet Office, monitors all digital spend across government and FCDO is required to report all spend and show that what we have approved meets with GDS Digital Service Standard. In FCDO, this applies to any spend on web-based or mobile information services, websites, knowledge or open data portals, transactional services such as cash transfers, web applications and mobile phone apps. Plans to spend programme funds on any form of digital service must be cleared with FCDO in advance and must adhere to the following principles:

    i.    Design with the user
    ii.    Understand the existing ecosystem
    iii.    Design for scale
    iv.    Build for sustainability.
    v.    Be data driven.
    vi.    Use open standards, open data, open source & open innovation.
    vii.    Reuse & improve.
    viii.    Address privacy & security
    ix.    Be collaborative.

13.6 The Supplier must ensure to highlight any digital aspects including prospective budget assigned to these interventions, licenses/permissions required and sustainability of investment.

13.7 **Fraud and Corruption.** FCDO has zero-tolerance approach to corruption. The Supplier will need to put in place a comprehensive risk management system appropriate to the context and consistent with FCDO's own methodologies. have full responsibility for monitoring and putting in place mitigation strategies, policies and procedures for preventing fraud and corruption.

13.8 All suspected cases of fraud must be reported immediately to FCDO.

13.9    **Working arrangements.** The Supplier will be responsible for their own working space, including laptops, mobiles and other equipment. They will also be responsible for manging their travel and any local transportation and hotels as relevant.

13.10   **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 Joint Schedule 11 (Processing Data) of the contract.

13.11   **Disability Considerations**. For FCDO disability inclusive development means that people with disabilities are systematically and consistently included in and benefit from international development. The Supplier is expected to outline their approach to disability inclusion and how people with disabilities will be consulted and engaged throughout the project.

13.12   **Social Value Considerations**. The UK Government have proposed new measures to ensure that money spent by Government on buying goods and services benefits society more widely as well as delivering value for money. The Social Value Act requires contracting authorities to consider how the services being procured might improve the economic, social, and environmental well-being of the relevant area. In the FCDO context, social value is delivered to overseas beneficiaries through the programmes we deliver and in the sustainable legacy that we aim to leave behind. As overseas development aid is also in the UK national interest, benefit ultimately also flows back to the UK.

13.13   The government is committed to awarding contracts based on social value, ensuring that contracts are awarded based on more than just value for money – considering a company's values too, so that their actions in society are rightly recognised and rewarded. Social Value outcomes are already embedded and evaluated within the programmes that FCDO deliver, however application of the Public Services (Social Value) Act 2013 will be extended to ensure that all government departments explicitly evaluate social value when commissioning services. This will help create and nurture innovative, competitive and diverse marketplaces of suppliers that include and encourage small businesses, charities and social enterprises.

13.14   For this contract, the Supplier is required to undertake Social Activities that pursue the objectives of MAC 3.1 Supply Chain Diversity (per the GDD Framework Terms of Reference). The Supplier is required to deliver the Social Value commitments made in their tender, and report on the Social Value targets/indicators included in their tender (via the quarterly meetings in which KPIs will be monitored). FCDO is seeking Social Value commitments that are ambitious and credible (supported by credible plans/resources and a track record of success) and Social Value targets/indicators that are specific and measurable.

13.15   **Conflict of Interest.** Neither the Supplier nor any of the Supplier Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this assignment. The Supplier and the Supplier Personnel shall notify FCDO immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

13.16   The Supplier shall establish and maintain appropriate business standards, procedures and controls to ensure that no conflict of interest arises between services undertaken for FCDO and that undertaken for other clients. The Supplier shall avoid knowingly committing any acts which are likely to result in any allegation of impropriety against FCDO, including conflicts of interest which are likely to prejudice their independence and objectivity in performing the Contract, howsoever arising. The Supplier shall notify FCDO immediately

of any circumstances of which it becomes aware which give rise or potentially give rise to a conflict with the Services and shall advise FCDO of how they intend to avoid such a conflict arising or remedy such situation. The Supplier shall, subject to any obligations of confidentiality it may have to third parties, provide all information and assistance reasonably necessary (at the Supplier's cost) that FCDO may request of the Supplier to avoid or resolve a conflict of interest and shall ensure that at all times they work together with FCDO with the aim of avoiding a conflict or remedy a conflict.

13.17   Documents produced from the supplier will be for FCDO and will be the property of FCDO. The sharing and usage policy will be at FCDO discretion.

13.18   Documents produced by the supplier as part of this contract may be disclosed as part of the tender pack of any future FCDO contract(s) that relates to Social Inclusion in Nepal, in order to mitigate any perception that the supplier has an unfair competitive advantage in the competition(s) for the future contract(s). FCDO will endeavour to redact commercially sensitive information but ultimately sharing and usage policy will be at FCDO discretion.

13.19   Conflict of Interest assessments will be carried out as part of the tender for any future FCDO contract(s) that relates to Social Inclusion in Nepal. The supplier of this contract would be required to disclose their participation in this contract if they were to bid for any future FCDO contract(s) that relates to Social Inclusion in Nepal and address the risk of unfair competitive advantage. If the risk of unfair competitive advantage is not sufficiently mitigated, it could be grounds for exclusion from any future FCDO contract(s) that relates to Social Inclusion in Nepal. The supplier of this contract should consider putting controls in place for this contract that might mitigate this future risk, but doing so will not guarantee that they will pass any future Conflict of Interest assessment.

13.20   The Supplier will maintain a conflict of interest register for all staff employed on the programme and ensure comprehensive systems are in place to avoid conflicts of interest between staff and organisations supported by the Catalytic Grant and TA Facility. The Supplier is also required to ensure objectivity and independence whilst deciding and accessing the TA support.

13.21   **Safeguarding Considerations.**

13.22   Do No Harm - FCDO requires assurances regarding protection from violence, exploitation, and abuse through involvement, directly or indirectly, with FCDO Supplier(s)s 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.

13.23   The Supplier(s) needs to demonstrate a sound understanding of the ethics in working in this area and apply these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the design of interventions including technical assistance should recognise and mitigate the risk of negative consequences for women, children, and other vulnerable groups. The Supplier(s) will be required to include a statement that they have duty of care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including the reporting and addressing of safeguarding incidences related to the Supplier(s)'s activities, should be included in both regular and annual reporting to FCDO.

13.24   Safeguarding risks should be included in the risk matrix that the Supplier(s) develops. As part of the Supplier(s)'s role in monitoring of projects, the Supplier(s) should report to FCDO any safeguarding issues it becomes aware of during the implementation of projects by the Government of Nepal and other stakeholders.

13.25   **Duty of Care.** FCDO will not take responsibility of personal security and well-being of the Supplier or the downstream partners. The Supplier will be responsible for Duty of Care of the staff contracted on the programme. Regarding information security, the Supplier is responsible for not sharing sensitive information with any parties other than FCDO.

13.26   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.

13.27   FCDO will share available information with the Supplier on security status and developments in country where appropriate.

13.28   As part of FCDO's Duty of Care policy, British Embassy Kathmandu has assessed the country and project risks in the form of Duty of Care Risk Assessments provided by FCDO Posts (see Overall Project Summary Risk Assessment Matrix below). This will allow the Supplier to take reasonable steps to mitigate those risk.

**FCDO/British Embassy Kathmandu (BEK) Overall Project/ Intervention Summary Risk Assessment Matrix**

Project / intervention Title: **BEK**
Location: **NEPAL**
Date of assessment: **May 2024**
Assessing official: PSM Rajeswori Shrestha
Signed Off by: Luke Beaumont (Deputy Ambassador /PSO)

*Note that this risk assessment will be re-examined at the point of transition between the design phase and the implementation phase*

| Theme | BEK/FCDO- N Risk score | Comments if any |
|---|---|---|
| OVERALL RATING [1] | 4 | |
| FCDO travel advice | N/A | Travel Advice<br><br>Latest updated 23rd April 2024 |
| Host nation travel advice | N/A | http://nepal.gov.np:8080/NationalPortal/view-page?id=113 |
| Transportation by:<br><br>    i.Air | 4 | Transport by air and road both carry substantial risks in Nepal, particularly during the monsoon period.<br>All air carriers from Nepal have been refused permission to operate air services to the EU due to safety concerns. See Air travel. |
| Transportation by:<br><br>    ii.Road | 4 | Car and motorbike accidents are one of the biggest causes of injury and death overseas. If possible, avoid travelling at night. Always travel in a well-maintained vehicle with seatbelts. See Road travel |
| Security | 2-3 | Depending on the area you are travelling to. See Safety and Security |
| Civil unrest | 2-3 | Depending on the area you are travelling to. |
| Violence/crime | 2 | There's a low rate of serious crime in Nepal. However, you should take sensible precautions. See Safety and Security |
| Terrorism | 2 | Terrorists are likely to try to carry out attacks in Nepal. See Terrorism |
| War | 1 | |
| Hurricane | 1 | |
| Earthquake | 4 | Kathmandu valley and western part of Nepal most vulnerable. |
| Landslides | 4 | High risk during monsoon season especially in hills/mountains region. See Monsoon season |

| Flood | 4 | High risk during monsoon season especially in Terai region. See [Monsoon season](#) |
|---|---|---|
| Medical Services | 3 | Depending on the area you are travelling and remoteness. |
| **Nature of Project/ Intervention** | | Depends on location of the project and visit sites. |

| 1 Very Low Risk | 2 Low Risk | 3 Medium Risk | 4 High Risk | 5 Very High Risk |
|---|---|---|---|---|
| Low | | Medium | High Risk | |

39

## **Appendices**

Appendix A: General Data Protection Requirements (GDPR)

Appendix B: RIVA Business Case

Appendix C: GESI Mainstreaming Executive Summary

Appendix D: TA Contract Management Workbook

Appendix E: Template Grant Agreement

Appendix F: Due Diligence Guide

Appendix G: Dialogue Driven Partnerships

Appendix H: Supplier's tendered solution

**Appendix A: of the Terms of Reference (Annex 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.

The completed schedule must be agreed formally as part of the contract with FCDO and any changes to the content of this schedule must be agreed formally with FCDO under a Contract Variation.

| Description | Details |
|---|---|
| **Identity of the Controller and Processor for each Category of Data Subject** | The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:<br><br>• The Parties acknowledge that Clause 33.2 Protection of Personal Data and 33.4 (Section 2 of the contract /Framework Agreement) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of the following Personal Data:<br>    o Business contact details of Supplier Personnel for which the Supplier is the Controller,<br>    o Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,<br>    o Any personal data required for the administration and fulfilment of this contract.<br>    o Name, address, date of birth, NI number, telephone number, pay, images, protected characteristics under the Equality Act 2010 (UK)<br>    o Staff (including volunteers, agents, and temporary workers), clients (including staff of the Government of Nepal), suppliers, members of the public, users of a particular website |

**APPENDIX B: RIVA BUSINESS CASE**

# Business Case – October 2024

## Summary Sheet

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**Portfolio/ Business/Country Plan Summary:**

The UK has a long bilateral history with Nepal, spanning over 200 years. Nepal's geopolitical position is critical for the UK's Indo-Pacific approach. The UK's historic relations with Nepal, including traditional military links, puts us in a unique position to pursue a modern, mutually beneficial development partnership that moves beyond traditional aid. The British Embassy Kathmandu (BEK) Business Plan has five campaign goals:

> **Goal 1:** Building Democratic Resilience: We will contribute to a more open and democratic society in Nepal through inclusive, stable and effective governance.
>
> **Goal 2:** Stability and Security: Our support to capable security and rule of law institutions that protect the rights of all people will strengthen Nepal's stability.
>
> **Goal 3**: Growth and Trade: We will support Nepal's transition to sustainable middle-income status by facilitating green growth, increased investment and more open trade.
>
> **Goal 4:** Climate and Resilience: We will support Nepal's actions on disaster preparedness and climate adaptation and mitigation to promote greener, resilient and more inclusive growth, and help mobilise climate finance to enable Nepal to meet its ambitious climate targets.
>
> **Goal 5:** Women and girls: We will contribute to human capital in Nepal, particularly by improving the well-being of women, girls and other excluded groups.

RIVA will directly contribute to Goal 5 (Women and Girls), Goal 1 Building Democratic Resilience/Open Societies), and Goal 2 (Stability and Security), but will be foundational to the success of our entire development portfolio through supporting Gender Equality, Disablity and Social Inclusion (GEDSI) mainstreaming across all other goals.

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**Title:**

RIVA (Rights, Inclusion, Voice and Agency) Nepal

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**Programme summary (100 words maximum):**

The RIVA programme (£4.98m, October 23 – March 28) will empower women, girls, and excluded groups in Nepal to understand and claim their **Rights** individually and collectively, participate in **Inclusive** policy-making and implementation, and have a stronger **Voice** and **Agency** at both national and local levels to advance Gender Equality, Disablity and Social Inclusion (GEDSI).

RIVA will strengthen the capacities of diverse and intersecting Women Rights Organisations (WROs) and Civil Society Organisation's (CSOs) through the provision of flexible, multi-year funding and catalytic enabling grants. It will help foster an enabling environment in Nepal, increasing collectivisation and exchange between organisations to support movement building and social norm change across British Embassy Kathmandu's (BEK) three priority provinces. RIVA will provide strategic demand-led TA to mainstream GEDSI effectively across BEK's portfolio and bring about GEDSI transformative initiatives.

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**What is the rationale for UK Aid spending? (200 words maximum):**

An inclusive, stable, and resilient Nepal aligns with the UK's strategic objectives, including supporting gender equality, inclusive development, poverty reduction, and fostering trade and economic growth - helping Nepal transition to a middle-income country.

RIVA will promote localisation and local leadership agenda in Nepal by building women's and marginalised groups' voice, capacity for advocacy and social change and through emphasising that locally led WROs and CSOs should set development priorities.

RIVA will deliver on the FCDO policies including Indo-Pacific Strategic Framework; FCDO Women and Girls Strategy (2023-2030) – contributing to commitments on the "three Es" for women and the excluded groups by addressing barriers to participation and by increasing their voice and agency; FCDO Disability Inclusion and Rights Strategy (2022-2030), FCDO Safeguarding Strategy (2022).

RIVA will deliver on the BEK Country Plan, including on Campaign Goal 5 which is focused on improving the human capital and wellbeing of women, girls and other excluded groups in Nepal. It will support the delivery of effective GEDSI mainstreaming across other areas of the portfolio, including across all other campaign goals and will support us deliver and implement the BEK GEDSI Strategy and Action Plan

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OFFICIAL

(2024). RIVA will support BEK contribution to FCDO 80% gender equality requirement - RIVA will be scored as 'Principle' according to OECD Gender Equality Marker and OECD Disability Equality Marker. It will help identify opportunities and entry points where BEK programmes can increase their focus on GEDSI.

RIVA will support Nepal deliver on the Government of Nepal's 2015 Constitution, 16<sup>th</sup> Periodic Plan and Sustainable Development Goals (SDGs) - including SDG 1 (Ending poverty), SDG 5 (Gender Equality) and SDG 10 (Reducing Inequalities).

| | |
|---|---|
| **Programme Value:** GBP 4.98 million | **Country/ Region or Sector:** India and Indian Ocean Directorate, British Embassy Kathmandu (BEK). |
| **Department/Country Office confirmation of review processes** | *Director/HoM confirmation that Departmental processes for BC review have been followed prior to submission* |
| **Contact name** | Sally Duncan, Social Development Advisor, BEK |

**Threshold for final approval of Business Case:**

Pippa Bird – Development Director / Rob Fenn – HMA

BEK Country Board

| | | |
|---|---|---|
| **Date of Approval of Concept Note:** | *14/08/2024* | **Name and role of Approver** Pippa Bird – Development Director / Rob Fenn – HMA BEK Country Board |
| **Date of Approval of Business Case:** | *23/10/2024* | **Name and role of Approver** Pippa Bird – Development Director / Rob Fenn – HMA BEK Country Board |
| **Programme Code: 400485** | **AMP Start Date:** 23/10/2024 | **AMP End Date:** 31/03/2028 |
| **Overall programme risk rating:** | Moderate | |

## Contents

## Acronyms

| | | | |
|---|---|---|---|
| BEK | British Embassy Kathmandu | ODA | Overseas Development Assistance |
| CBA | Cost Benefit Analysis | OPD | Organisations of Persons with Disabilities |
| CBO | Community Based Organisation | PFP | Programme Funded Post |
| CPA | Comprehensive Peace Agreement | PLGSP | Provincial and Local Government Strengthening Programme |
| CSO | Civil Society Organisation | | |
| DP | Development Partner | PMEL | Portfolio Monitoring, Evaluation and Learning |
| EME | Early Market Engagement | | |
| ESP | Enabling State Programme | PRO | Programme Responsible Owner |
| FCDO | Foreign Commonwealth and Development Office | PSED | Public Sector Equalities Act |
| | | RAIN | Resilience, Adaptation and Inclusion in Nepal |
| GBV | Gender Based Violence | | |
| GEA | Gender Equality Act | SDG | Sustainable Development Goal |
| GEDSI | Gender Equality, Disability and Social Inclusion | SEAH | Sexual Exploitation, Abuse and Harassment |
| | | SJP | Security and Justice Programme |
| GoN | Government of Nepal | SRO | Senior Responsible Officer |
| GRB | Gender Responsive Budgeting | TA | Technical Assistance |
| LBQ | Lesbian Bisexual, Queer | TOC | Theory of Change |
| LGBT+ | Lesbian, Gay, Bisexual, Transgender + | UNW | United Nations Entity for Gender Equality and the Empowerment of Women |
| LMIC | Low Middle-Income Country | | |
| MEL | Monitoring, Evaluation and Learning | VAWG | Violence Against Women and Girls |
| MOU | Memorandum of Understanding | VFM | Value for Money |
| MWCSC | Ministry of Women, Children and Social Citizen | WRO | Women's Rights Organisation |
| OECD | Organisation for Economic Co-operation and Development | | |

## A. Strategic Case

### CONTEXT

### Drivers and the impact of exclusion in Nepal

1. **In Nepal, exclusion is multifaceted and driven by deep-rooted social, economic, and cultural factors.** Caste-based discrimination marginalises Dalit communities, while ethnic minorities face systemic barriers to resources and opportunities. Gender inequality worsens these challenges, particularly for women and girls from marginalised groups – who experience heightened levels of discrimination and violence. Geographic remoteness further excludes those in rural and mountainous areas, limiting access to education, healthcare, and economic opportunities. Intersectional exclusion is especially severe for individuals with disabilities and LGBT+ communities, who face social stigma and institutional neglect, highlighting the need for inclusive policies that address these overlapping vulnerabilities.

2. **Exclusion was a major driver of the Nepal Civil War (1996-2006), led by the Communist Party of Nepal Maoists**. Marginalised groups, including ethnic, indigenous minorities and lower castes, faced systemic exclusion, fueling resentment and support for the Maoist promise of equality. Economic disparities, especially in rural areas, made landless peasants and poor farmers receptive to the Maoists' land reform agenda. The political system, dominated by elites, excluded many from governance, fostering revolutionary sentiments. Neglect of ethnic and regional issues, particularly in underdeveloped areas, furthered discontent. Gender-based exclusion also led many women to join the Maoists in search of empowerment, sustaining the decade-long conflict.

3. **Inclusion is crucial for Nepal's economic progress and achieving middle-income status**. It enables all societal segments to contribute to and benefit from growth. Inclusive policies that ensure access to education, healthcare, and employment for everyone, regardless of gender, caste, ethnicity, or disability, strengthen human capital and create a skilled workforce. This participation boosts productivity, consumer demand, and sustainable development. High migration rates in Nepal are linked to exclusion, as limited local opportunities and barriers drive marginalised groups to seek better prospects abroad in the attempt to improve their economic standing through remittances [1].

4. **Inclusion also promotes social stability by reducing conflict and making societies more attractive to investors.** Conversely, high exclusion rates hinder progress by limiting access to education and employment, perpetuating poverty, causing social tensions, and reducing market size, thereby deterring investment and innovation.

5. **Excluded groups in Nepal face increased climate and natural disaster risks due to social inequalities.** Nepal's vulnerability to multiple hazards, including earthquakes, disproportionately affects the poor and marginalised, who lack the resources. Socio-cultural norms limit women's and excluded groups options in mitigating these risks, while their dependence on natural resources makes them especially vulnerable. Climate change also heightens women's care responsibilities and the risk of gender-based violence increases after disasters.

6. **Within the context of federalisation, Nepal has progressive legislation with several legal, policy and programmatic interventions for GEDSI in place[2].** The Constitution of Nepal adopted in 2015, envisions Nepal as an inclusive state and guarantees the right to equality, social justice, and freedom from discrimination to all. It is a significant milestone for promotion of GEDSI and sets out an ambitious and progressive agenda on inclusion, guaranteeing all Nepalis a set of 31 constitutional rights. It also includes provisions on social justice and equality and stipulates that policies and systems should be responsive - particularly to the rights for excluded groups including women, person with disabilities, sexual minority, ethnic, caste minority groups.

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[1] Approximately 2.2 million Nepalis were residing overseas in 2021, according to the census. Remittances flows, which make up over 22% of GDP, have been a key driver in reducing poverty and increasing households' purchasing power. Addressing the exclusion issues is crucial to reduce migration and promote inclusive growth within Nepal.
[2] The 16th Periodic Plan of the Government of Nepal (GoN) adopts a strategy to mainstream and localize the Gender Equality and Social Inclusion (GESI) agenda across all sectors, prioritizing women and excluded groups in line with the "Leave No One Behind" (LNOB) principle. The Gender Equality Policy, endorsed by GoN is aligned with Convention on the Elimination of All forms of Discrimination Against Women (CEDAW) recommendations, was endorsed by the GoN in 2021.

7. **However, implementation gaps in GEDSI policies and laws remain.** The 2021 Country Gender Equality Profile[3] highlighted implementation gaps as the main challenge to achieving inclusion and equality in Nepal. As of 2024, Nepal's progress on the SDGs exceeds global averages, with 42% of national indicators on track. Nonetheless, progress on SDG5 (Gender Equality) and SDG 10 (Reducing Inequalities) is only moderate; women, girls and excluded groups still face significant barriers to equal opportunities, resources, and decision-making platforms.

## Lived realities of the most excluded

### *Women and Girls*

8. **Women and girls with intersecting identities face challenges in exercising their rights as equal citizens due to patriarchal social norms, values, and beliefs.** This restricts their access to employment opportunities, mobility, decision-making power, leadership roles and disproportionately burdens them with care work.[4] Nepal's female labour force participation rate is less than half of the male rate (female: 26.3%; male: 53.8%) and the gender pay gap remains high, with employed women earning two thirds of what employed men earn. Women spend an hour less than men on income-generating work but three times more than men on unpaid work. Women spend much more time on unpaid labor compared to men[5] and dominate the agricultural and informal labor sectors, yet most are landless and inadequately compensated[6].

9. **Discriminatory and harmful cultural norms are prevalent across all social groups[7],** with high rates of child marriage[8] (Nepal ranks third in South Asia[9]), menstrual restrictions (Chhaupadi[10]), and a skewed sex ratio indicating sex selection[11]. Despite improvements in literacy, a significant gender gap persists - with female literacy lagging 15% behind male literacy (84% male, 69% female are literate).

10. **Violence Against Women and Girls (VAWG) remains a pervasive problem in Nepal** – despite political commitments and a supportive legal and policy framework 23% of women in Nepal aged 15-49 have experienced physical violence, and 8% have experienced sexual violence. These figures rise significantly among women and from traditionally excluded groups (Muslims 55%, Madhesi 43%, and Dalit 36%), yet Gender Based Violence (GBV) is drastically underreported.[12] Only 28% of all women aged 15 to 49 who have ever experienced any type of physical or sexual violence have sought help to stop the violence. Among Dalit women, the percentage is even lower (21.5%).

### *Dalit and Indigenous People*

11. **Dalits in Nepal, constituting approximately 13.8% of the population[13], face significant barriers and exclusion.** This includes widespread social discrimination, economic hardships, and limited access to education and healthcare. They are often marginalised in political and social spheres, experiencing exclusion and inequality in various aspects of life. Economic opportunities for Dalits are scarce, leading to higher levels of poverty and unemployment. Additionally, Dalits frequently encounter barriers to accessing quality education and healthcare services, exacerbating their disadvantaged position. Despite

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[3] UN Women (2023) Nepal country gender equality profile

[4] UN Women (2023) Nepal country gender equality profile

[5] Women spend an hour less than men on income-generating work in an average day but three times more than men on unpaid work (six hours spent by women compared to 1.5 hours spent by men). This is exacerbated for women who care for people with disabilities and/or young children.

[6] Only 9% of women own land in Nepal, and they have limited access to markets, financial services, and productive resources.
Most of the agricultural labour force are women, who are usually paid only in kind, yet 81% of women are landless. 90% of women are engaged in the informal sector such as the Adult Entertainment Sector, domestic worker, street vendors, home-based workers and construction workers. Women account for just 13% of firm-based employment. Women own less than 13% of SMEs. 4% of SMEs have majority ownership by women.

[7] World Economic Forum, 'Global Gender Gap Report', 2023. Available at: https://www.weforum.org/publications/global-gender-gap-report-2023/economy-profiles-5932ef6d39/

[8] While the legal age of marriage is 20; 37% of women between the ages of 18-49 were married before they were 18, and there are rarely prosecutions.

[9] World Economic Forum, 'Global Gender Gap Report', 2023. Available at: https://www.weforum.org/publications/global-gender-gap-report-2023/economy-profiles-5932ef6d39/

[10] Menstrual restrictions are prevalent, with more than 90% of respondents stating that female family members practice some form of restriction while menstruating. Chhaupadi is widely practiced in Karnali and Sudurpaschim Provinces, with 52% of respondents stating that it is practiced in their communities. United Nations Nepal, 'Harmful Practices in Nepal: Report on Community Perceptions. 2020. Available at: https://nepal.unfpa.org/sites/default/files/pub-pdf/Harmful%20Practices%20Perception%20Survey.pdf

[11] The sex ratio at birth in Nepal is 112 boys to 100 girls in 2021 – beyond biological norm and indicating sex selection during pregnancy. National Statistics Office 'National Population and Housing Census' 2021. Available at: https://censusnepal.cbs.gov.np/results/population#population_size_and_distribution

[12] Demographic Health Survey, Ministry of Health and Population, Nepal. 2022 Available at dhsprogram.com/pubs/pdf/FR379/FR379.pdf

[13] National Statistics Office 'National Population and Housing Census' 2021. Available at:
https://censusnepal.cbs.gov.np/results/population#population_size_and_distribution

legal protections, the implementation and enforcement of anti-discrimination laws are often inadequate, perpetuating their systemic marginalization and exclusion[14].

12. **Harmful exclusionary practices towards Dalits remain.** A recent UN report revealed that 97% of respondents stated that caste-based discrimination occurred in their community and more than half of the Dalits that participated in the survey (54%) reported to have experienced discrimination based on their caste [15]. Nearly half of the respondents confirmed that Dalits would be denied access to the houses of non-Dalits in their communities. This included being denied entry into the house/kitchen of those perceived as higher caste families (74%); being restricted from using communal water taps/tube wells (52%); and being denied entry into village temples (50%).

13. **Indigenous people in Nepal continue to face systematic discrimination, exploitation and exclusion.** Constituting around 35% of the population[16], known as Adivasi Janajati, indigenous people include a diverse range of communities with distinct languages, cultures, and traditions. Despite Nepal adopting the UN Declaration on the Rights of Indigenous Peoples, they face many challenges including land rights issues and displacement, political marginalization, economic disparities, cultural and linguistic erosion, social discrimination, limited access to education and healthcare, and the impacts of climate change[17]. Despite constitutional recognition of their rights, inadequate implementation and enforcement hinder their ability to secure legal recognition and protection for their lands and cultural practices.

## *Lesbian Gay Bisexual Trans +*

14. **Nepal has relatively progressive laws and policies regarding LGBT+ rights, as reflected in the 2015 constitution**. Since 2014, sexual orientation and gender identity issues have been included in the school curriculum for Classes 6, 7, and 8[18]. Nepal was the first Asian country to include a third gender in its census (2011 and 2021) and is the only South Asian country to legalize homosexuality[19]. A marriage between a trans woman who is legally recognized as male and man was registered in December 2023[20].

15. **However, LGBT+ individuals often do not experience these rights in practice and face discrimination, exclusion, and violence**. They are targeted under vagrancy, nuisance, and public morals laws, allowing law enforcement to harass, intimidate, and arrest them arbitrarily. Key security concerns include abuse, physical violence, humiliation, forced stripping, rape, workplace violence, and lack of livelihood opportunities. Stigma and low acceptance levels within families and society lead to marginalization and social exclusion, causing physical and mental health issues.

16. **A lack of awareness within the public system further contributes to discrimination.** The 2021 census reports 2,928 individuals as 'other gender,' a likely misreported figure[21]. Non-cis-gender individuals are often categorized based on biological sex. While Nepal allows transgender persons to change their gender marker to reflect their third gender on citizenship certificates and passports, it does not permit trans women to change their marker to "female" or trans men to "male."

## *Persons with Disabilities*

15. **People with disabilities in Nepal face stigma, prejudice, and marginalization,** leading to exclusion from daily life and increased risk of violence and abuse. Intersectional discrimination particularly affects women and girls with intellectual or psychosocial disabilities and individuals from ethnic, Dalit, Madhesi, and Muslim communities. Households with disabled members are generally poorer. According to Nepal's 2021 census, over 650,000 Nepali citizens (about 2.2% of the population)[22] live with disabilities, though

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[14] Nepal: "No-one cares": Descent-based discrimination against Dalits in Nepal. Amnesty International (2024). Available at: https://www.amnesty.org/en/documents/asa31/7980/2024/en/
[15] UN Nepal, Harmful Practices in Nepal: Report on Community Perceptions (2020) Available at Harmful Practices in Nepal : Report on Community Perceptions | UN Nepal Information Platform
[16] National Statistics Office 'National Population and Housing Census' 2021. Available at: https://censusnepal.cbs.gov.np/results/population#population_size_and_distribution
[17] Nepal: Violations in the name of conservation. Amnesty International (2021). Available at:  Nepal: Violations in the name of conservation - Amnesty International
[18] Assessment of the Legal Status of Sexual and Gender Minorities in 17 Countries in Aisa and the Pacific, Asia Development Bank (2024). Available at: https://www.adb.org/sites/default/files/publication/967091/legal-status-sexual-gender-minorities-asia-pacific.pdf
[19] Assessment of the Legal Status of Sexual and Gender Minorities in 17 Countries in Aisa and the Pacific, Asia Development Bank (2024). Available at: https://www.adb.org/sites/default/files/publication/967091/legal-status-sexual-gender-minorities-asia-pacific.pdf
[20] Human Rights Watch (2023) Nepal Registers Same-Sex Marriage – A First | Human Rights Watch (hrw.org)
[21] National Statistics Office 'National Population and Housing Census' 2021. Available at: https://censusnepal.cbs.gov.np/results/population#population_size_and_distribution
[22] National Statistics Office 'National Population and Housing Census' 2021. Available at: https://censusnepal.cbs.gov.np/results/population#population_size_and_distribution

the actual figure may be higher due to narrow definitions and stigma. The WHO estimate is around 16% of the global population[23].

16. **Disabled individuals in Nepal struggle to find meaningful employment** and are more likely to be unemployed or underpaid, with women with disabilities in Nepal facing significant disparities in employment rates and income. Barriers include ineffective legislation, discrimination, lack of accessible workplaces and infrastructure, and insufficient education and skills. Access to formal education is lower for persons with disabilities, with higher illiteracy rates, especially among women. Many disabled children drop out of school due to accessibility issues, bullying, punitive teachers, lack of accessible teaching materials, and non-inclusive teaching methods.

## Political Representation, Participation and Voice

17. **Despite quotas aimed at protecting women's electoral representation in Nepal, their participation is declining**. Although women's representation improved significantly after Nepal's restructuring, with 40.08% at the local level and 33-34% in federal and provincial assemblies in 2022[24], their substantive participation in leadership remains limited due to patriarchal attitudes and gender biases. In the 2022 local elections, 96.68% of mayor/chairperson positions were held by men, with only 3.32% by women, as parties mainly nominated women for deputy positions[25][26].

18. **There is limited representation of other excluded groups (LGBT+, Dalit, Persons with Disabilities) within the Nepal Government**. In local government positions Dalit representation stands at 3.28% and just 2.2% in the civil service despite making up 13.8% of the population.[27][28]. A 2021 UN Women study revealed that nearly one-third of local elected women representatives faced violence, with Dalit and marginalised groups also experiencing caste discrimination.

19. **Although the law allows for equal participation in decision-making, spaces are still predominately male dominated.** Marginalised groups continue to be locked out of both formal and informal decision-making processes. In newly opened spaces in the backdrop of inclusion are dominated by cisgender women belonging to higher castes. Despite the adoption of legislation and policies to promote equal participation in decision-making, the LGBT+ community remains excluded from the development of policies, plans and programmes dedicated to addressing their issues at the federal, provincial and local levels, and there is no LGBT+ representation in local government bodies.

## The history and state of play of Civil Society in Nepal

20. **Civil society in Nepal has historically been key to promoting democratic participation, voice and agency of the most excluded**. During the civil war, CSOs engaged with both Maoists and the government, providing aid and monitoring human rights. Following the Comprehensive Peace Agreement (CPA), CSOs championed the rights of indigenous, women, and marginalised communities, drawing attention to their political and economic marginalisation and helping to propel the Maoist-led push for federalism as a measure to correct structural marginalisation[29].

21. **Nearly two decades later, Nepal's civil society faces challenges such as perceptions of political bias, partisanship, and heavy reliance on external donor funding**. Increasing regulations and informal pressures have narrowed the scope for CSOs, steering them towards less politically sensitive issues like health and education while avoiding governance and human rights. The pandemic further shifted their focus to supporting government initiatives, raising concerns about their diminishing role in holding the government accountable[30].

22. **Today, CSOs often operate within 'invited spaces,' participating as observers or consultants rather than independently advocating for change.** This has led to self-censorship, with some CSOs seeing collaboration with the government as a survival tactic, while others view it as a government

[23] World Health Organisation (2024) Available at https://www.who.int/health-topics/disability#tab=tab_1
[24] Election Commission Nepal. 2022
[25] Pande R. et al. Is Nepal on a Path Towards Gender Inclusive Political Leadership?. Yale Economic Growth Center and GovLab. 2022
[26] Women's occupancy of deputy roles dropped from 98% in 2017 to 75.43% in 2022 due to political party coalitions
[27] Election Commission Nepal. 2022
[28] According to the Election Commission Nepal (2022) Community- wise representation indicates Khas Arya dominance (42.73%), followed by Indigenous People (27.09%), Madhesi (15.82%), and with significantly less Dalit (5.64%), Tharu (5.09%) and Muslim (3.64%) representation
[29] Talcott F, Khanal, A, Bhattarai P, 'Civil Society in Federal Nepal: A Landscape Study'. British Council, Kathmandu Nepal. 2019
[30] Surie et. al.' A glass half-full: Civic Space and Contestation in Bangladesh, Sri Lanka, and Nepal." The Asia Foundation. 2023

strategy to co-opt them. Their reliance on external funding, especially from development partners, has deepened the trust deficit, as CSOs are perceived as influenced by donor interests[31].

23. **Despite these challenges and shrinking civic space, Nepal's transition to federalism offers CSOs a chance to engage more effectively at the subnational level**. Although they often support local governments in service delivery, CSOs have yet to fully leverage provincial spaces for oversight, accountability, and coalition-building on provincial issues. To regain public trust, CSOs must become more transparent, strengthen monitoring and evaluation systems, and build stronger coalitions with academia, think tanks, and the media.

## The importance of local partnerships and locally-led development

24. **Over recent years, there has been a growing shift towards locally-led development in the Global South** that respects and strengthens delivery, leadership and decision-making by recipients of aid. Many development actors, including FCDO, are looking more intensely at ways of working in partnership with and how best to support organisations based in the global south – including WROs, CSOs and movements[32].

25. **WROs and CSOs often have unique legitimacy in their communities and are more directly accountable to the poorest**[33]. Being closer to the ground, local institutions are more transparent and accountable, fostering trust between government, donors, and communities through effective investment. They are also better connected to local realities and can better understand the trade-offs between groups.

26. **Without fully-engaged civil society, the SDGs will not be met.** WROs and CSOs are key to ensuring that the benefits of development are shared and that everyone can participate in decision-making. CSOs can deliver rapid and effective interventions that contribute to the achievement of these goals and can support people and communities to have their voices heard and to hold leaders to account.

27. **The UK is committed to equitable partnerships and a locally led approach to development and humanitarian assistance.** FCDO Humanitarian Framework and International Women and Girls Strategy (2023) commit us to promoting the participation and leadership of local and national actors, including WROs, CSOs and movements. Both stress the importance of engaging and including marginalised groups and communities, who face barriers to participation and representation. The local leadership agenda is closely tied to other FCDO priorities and external agendas. For example:
   - **A strong civil society is vital for open societies and promoting democratic resilience**. WROs and CSOs enable collective action, enhance government effectiveness, accountability, and transparency, and help maintain stable societies by addressing root causes of problems.
   - **As programme delivery partners, WROs and CSOs have unique qualities and expertise** to reach marginalised people and deliver in ways other actors cannot. Their understanding of local context and needs adds long-term social, economic, and environmental value, supporting sustained operations after programmes end.
   - **In policy development, civil society in partner countries offers valuable insights** into local contexts and the needs of marginalised groups.
   - **A vibrant civil society is essential for an effective governance ecosystem,** supporting a rules-based system that fosters equitable trade and investment.

## Women's Rights Organisation's and feminist movements

28. **Globally, there is growing global push back against gender equality and rights and in the context of Nepal this plays out as stagnation.** This threatens hard-won gains and raises serious concerns about the future of women's rights and their ability to contribute to society, politics, and economies on an equal basis to others. This occurs despite the clear socio-economic benefits of women's political and

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[31] According to a European Union evaluation brief only a small fraction, less than 25%, of their partner organisations finance themselves through member contributions, while a decreasing number receive government funding. Evaluation on the EU engagement with Civil Society in Nepal 2016-2021" European Union. 2022
[32] For example, a letter from 22 CSOs to the former DFID Secretary of State in July 2020 called on the UK to step up support for women and girls' rights organisations in the Global South and the FCDO-NGO COVID-19 Humanitarian Working Group (representing 15 NGOs) recommended that all GBV funding includes a 25% allocation to support women-led organisations. In 2021, CARE International ran a campaign 'Half the Story', calling for the UK government to increase support for WROs: https://insights.careinternational.org.uk/publications/stop-telling-half-the-story-the-uk-government-must-deliver-on-women-s-leadership-in-2021
[33] Batliwala 'All About Movements: Why Creating Movements Build Deeper Change' Available at: https://creaworld.org/wp-content/uploads/2020/12/All-About-Movements_Web.pdf

economic empowerment and proven abilities as leaders and agents of change: empowered women result in better educated, healthier and more economically secure families and more democratic societies.[34]

29. **Women's individual and collective capacity building is crucial for strengthening women's voice, agency and movement building** – enabling them to advocate for human rights and promote social norms change. Leveraging the potential and role of WRO's to counter the pushback and stagnation against women's rights' and to accelerate positive social change, there is a strong need for affirmative action programmes and to increase multi-year and flexible funding to WROs and networks.

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**Definitions**

**Civil Society** - refers to uncoerced human association or interaction by which individuals implement individual or collective action to address shared needs, ideas, interests, values, faith, and beliefs that they have identified in common, as well as the formal, semi- or non-formal forms of associations and the individuals involved in them. Civil society is distinct from states, private for-profit enterprises, and the family. *(Source: OECD 2021)*

**Civil Society Organisations (CSOs)** - represent civil society and encompass all non-profit, non-state, non-partisan, non-violent, and self-governing entities outside the family. These organizations, which can be formal and legally registered or informal associations without legal status, bring people together to pursue shared needs, ideas, interests, values, faith, and beliefs. *(Source: OECD 2021)*

**Women's Rights Organisations (WROs)** - The OECD DAC defines WRO as civil society groups focused on women's or girls' rights, gender equality, or feminism. These organisations vary from small, local grassroots groups to larger national or regional entities. **Women's movements** are social movements challenging gender inequalities and may operate at national, regional, or international levels. They vary in size, approach, and focus, addressing issues like land ownership, climate finance, child marriage, and violence against women. WROs often form the foundation of these movements, providing services, expertise, visibility, and funding. Women's movements have been instrumental in advancing gender justice and challenging gender-biased norms in society, law, policy, and institutions. *(Sources: Horn, J. (2013) Gender and Social Movements; OECD 2016)*

**Social Movements** – can be characterised as: a loosely organised effort by a large group of people to achieve a particular goal, typically a social or political one; a collective action by a group of people with a shared or collective identity based on a set of beliefs and opinions that intend to change or maintain some aspect of the social order; a group of diffusely organized people or organizations striving toward a common goal relating to human society or social change.

**Organisations for Persons with Disabilities (OPDs)** - are entities that are led, governed, and primarily comprised of individuals with disabilities. These organisations advocate for the rights, inclusion, and empowerment of people with disabilities, working to eliminate barriers and promote accessibility, equality, and full participation in all aspects of society. OPDs may provide a range of services including support, education, training, and policy advocacy to improve the lives of people with disabilities.

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## Financing and Capacity Build Support for WROs, CSO's and Social Movements

27. **Global data shows that organisation's advocating for women's rights only received 0.13 per cent of total official development assistance and only 0.4 per cent of all gender-related aid.[35]** WROs that are organising at multiple intersecting forms of marginalisation (LGBT+, indigenous, young feminists, persons with disabilities and sex workers) receive even less funding[36]. Increasing funding to WRO's is not just a demand raised by the global community through forums such as the 68th Commission on the Status of Women[37], but also a clear demand from Nepali WROs.

28. **A mapping study on Gender Financing in Nepal in 2021[38] highlights the need for better gender financing data for Nepal** – especially when comparing national gender financing against the international gender financing. In this study, Nepal-based WRO's and feminist movements emphasised that access to funding is insufficient and depends on the organisational type. Interviewees from Nepal-based WROs reported that available funds have limited flexibility, are small in scale, often short-term and project-based, which limits an organisation's ability to build longer-term capacity around data. Additionally, they suggest that donor priorities have become more narrow in recent years, which limits WRO's funding opportunities[39].

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[34] United Nations Entity for Gender Equality and the Empowerment of Women (UN Women); Department of Economic and Social Affairs (DESA) (2022) Progress on the Sustainable Development Goals: The gender snapshot 2022

[35] Association for Women's Human Rights in Development (AWID) (2021). Available at: Where is the money for feminist organizing? Data snapshots and a call to action

[36] Association for Women's Human Rights in Development (AWID) (2021). Available at: Where is the money for feminist organizing? Data snapshots and a call to action

[37] CSW 68th Session Agreed Conclusions (2024), Session Outcomes , Nidal Karim (2022), Feminist and Women's Movements in the Context of Ending Violence against Women and Girls – Implications for Funders and Grant Makers (AN EXTERNAL LITERATURE REVIEW) .

[38] Plan International, Publish What You Fund, Save the Children (2021), Gender Financing in Nepal: Mapping funding to improve gender equality.

[39] Plan International, Publish What You Fund, Save the Children (2021), Gender Financing in Nepal: Mapping funding to improve gender equality.

> **Advancing gender equality through support to Women's Rights Organisations and Women's Movements.**
>
> A £38m Centrally Managed FCDO programme supports women's rights organisations and movements, recognising their vital role in gender equality and rights protection. Through the Equality Fund, grants help grassroots organisations build capacity and resilience, strengthen networks, and enable local funds to make onwards grants based on their own local knowledge. The programme also supports grassroots advocates' participation in key decision-making forums. It is led by Gender Links, a Southern-based women's rights organisation that has transitioned from a grant recipient to a fund manager. Key lessons from the CMP have been incorporated into the design of RIVA.

29. **According to the OECD[40], providing "core support" or unrestricted/ unearmarked funding to civil society is "the most development-effective type of support,** with advantages such as flexibility, predictability, administrative efficiency, ownership and accountability". This type of funding supports high-level strategic outcomes rather than specific project objectives - usually based on the CSOs' own strategic plans. This type of funding also offers CSOs improved lesson-learning, ownership based on the CSOs' strategic objectives and lower administrative costs for donors and for the CSOs supported.

30. **CSOs and WROs require diverse capacity-building support to enhance their effectiveness and sustainability[41].** This comprehensive support helps WROs and CSOs strengthen operations, enhance impact, and ensure long-term sustainability. Organising WROs and CSOs into collectives, building feminist consciousness, and strengthening their organisational capacities enhances women's and marginalised groups ability to negotiate with decision makers and influence governance processes. This should be developed and led by peers and movement-actors themselves and include support to self-care[42], collective care and well-being.[43] It is within this context that collectivisation and the promotion of the voice, choice and agency of women and minority groups becomes an imperative driver for transformative change.

## NEED FOR INTERVENTION

31. **Whilst progress has been made on advancing GEDSI, there remain areas for improvement** across the BEK portfolio, with our partners and within the broader landscape of Nepal. Key issues include:

**Challenge 1: Drivers of exclusion continue to threaten the economic, political stability and social fabric of Nepal.**

32. **Nepal faces deep challenges with social inclusion issues that intersect with gender, such as caste, sexuality, ability, religion and ethnicity**. Patriarchal attitudes and stereotypes that perpetuate inequality continues to result in multiple forms of disadvantage and non-equitable distribution of development interventions among excluded groups in Nepal, whilst gender, caste and ethnicity-based inequality is still prevalent.

33. **High rates of exclusion caused by discriminatory social norms prevent certain individuals from reaching their full potential, freedoms and rights** – resulting in higher rates of poverty and vulnerability. Exclusion acts as a barrier for Nepal to reach Upper Middle-Income Status by 2030 and continues to drive unequal access to basic services, resources, increasing societal tensions, and further exacerbating high levels of inwards and out migration.

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[40] OECD (2020) Development Assistance Committee Members and Civil Society. Available from: Development Assistance Committee Members and Civil Society | The Development Dimension | OECD iLibrary (oecd-ilibrary.org)
[41] Key areas of support include governance and leadership training, strategic planning, financial management (including budgeting, financial planning, and fundraising), programme development and management (covering project planning, impact assessment, and evaluation), and human resources (focusing on staff training). Additionally, they need assistance with communications and outreach, including advocacy, marketing, and public relations, as well as technology and digital skills like ICT training and data management. Legal and compliance support, including understanding legal requirements and risk management (including safeguarding and fiduciary risks), and fostering partnerships and networking for better collaboration and community engagement, are also crucial
[42] Self-care can be understood as foundational for sustainable feminist political practice, supporting resilience, and premised upon a recognition that care for oneself is fundamentally important for those tasked with caring for others and participating in collective action. Unless addressed, a lack of self-care can result in an erosion of collectives and alliances, reducing the resilience of members and organisations, ultimately weakening capacity to work for change.
[43] Nidal Karim (2022), Feminist and Women's Movements in the Context of Ending Violence against Women and Girls – Implications for Funders and Grant Makers (AN EXTERNAL LITERATURE REVIEW).

## Challenge 2. GEDSI policies, laws and frameworks are poorly implemented, and coordination is weak.

34. **Despite having relatively progressive Constitution (2015) and laws[44] to promote women's and excluded groups' rights in Nepal,** implementation is hindered by a lack of inclusive planning, decision-making, and institutional mechanisms and support across all three tiers of Government (federal, provincial and municipal government). Deep-rooted bureaucratic practices and protocols that systematically prioritise seniority and rank, perpetuates dominance of certain demographics of society (men, higher caste, urban etc). Continued investment and transformative GEDSI TA is still required.

35. **There is also a lack of coordination between international partners on the delivery GEDSI, including TA, which results in duplication of efforts and missed opportunities to bring about transformative change**. Although, numerous GEDSI policies have been developed, and many GEDSI trainings have been delivered to government officials, it is not clear how effective these are or to what extent GEDSI policy commitments have gone on to be reflected in other sectoral policies and in budget allocations and services.

## Challenge 3: WROs and CSOs lack multi-year flexible funding, capacity building support and movement building opportunities.

36. **Achieving transformative GEDSI outcomes in Nepal is challenged by limited financial and institutional resources, short-term donor driven, projectized support for women's and civil society organisations and networks in Nepal.** This feeds into fragmented nature of civil society and risk of political capture. Donor support to WROs, women's rights movements and CSOs can often cause competition of resources and often incentivise them to work in silos which does often not support an intersectional approach. Small WROs and CSOs often lack capacity in areas such as financial budging and management, fundraising, risk management including safeguarding and do not have access to self-care, collective care and well-being support.

37. **Leveraging the potential and role of WRO's and CSO's to counter the global pushback against human rights'**, closing of civic space and to accelerate positive social change - there is a strong need to increase multi-year and flexible funding to WROS, CSOs and networks as well as promoting and safe and meaningful participation in decision-making to maximise their impact.

## Challenge 4: The most excluded lack voice, agency or meaningful participation in society.

38. **Women, girls, persons with disabilities, Dalilt and indigenous groups members of the LGBT+ voices are not being heard**. As active agents of change, women and the most marginalised need to part of the solution. Social norms, gender roles and discrimination often prevent marginalised group's ability to participate in decision-making processes.

39. **The most excluded continue to be left out of key decision-making structures and processes** - in formal or informal institutions and networks. Evidence from peace building activities in Nepal shows that inclusive processes are more sustainable and women's or other marginalised group leadership in political decision-making processes improves them. Strengthening partnerships for inclusive authentic local leadership and engagement in key governance processes, influencing local planning and budgeting and access to local and provincial services and resources is essential.

## Challenge 5: Lack of intersecting data analysis and the collection of qualitative and bottom-up research and evidence on what works to achieve GEDSI

40. **The lack of reliable data management systems that disaggregates data by intersectionality hinders the capture of vulnerable groups' realities and intersectional analysis.** This results in polices and services that are not inclusive or responsive to the needs of many women, girls, and excluded groups in Nepal - leaving them behind. Further evidence is required to better understand what works to achieve GEDSI in Nepal particularly through the use of qualitative and participatory research

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[44] Gender Equality Policy (2002), the Domestic Violence (Offense and Punishment) Act, 2009, Sexual Harassment at Workplace Prevention Act and the Disability Rights Act. Nepal's existing Civil Service Act 2014 has provisions of quota systems for women and other excluded groups to bring diverse human resource across the three spheres of government. For example, 45% of the employees must be made up of 33% women, 27% indigenous, 22% Madhesis, 9% Dalits, 5% PWDs and 4% from other backward class. GoN passed Disability Rights Act, 2017 establishing constitutional directives specifically to protect and promote the rights of People with disabilities.

methodologies (including equitable storytelling for measuring social norms) in collaboration with diverse women and excluded groups.

## DELIVERING UK STRATEGIC OBJECTIVES

43. **An inclusive, stable and resilient Nepal aligns with the UK's strategic objectives**. The UK's relationship with Nepal encompasses longstanding efforts to support gender equality, inclusive development and poverty reduction, collaboration on trade and inclusive economic growth, support in crisis and resilience building, as well as geo-political and military relations.

44. **The RIVA programme will help us deliver on our UK global ambition to provide women and girls and marginalised groups with the opportunities, platforms and freedoms** they need to succeed and, help support Nepal to plan for its own sustained long-term progress and resilience as it transitions to becoming a middle-income country.

45. **Unlocking the potential, agency and freedoms of women and girls and exclude groups is a FCDO priority**. RIVA will help to counter the global rollback of human rights, stagnation of rights in Nepal and shrinking of civic space to accelerate positive social change. Women's individual and collective capacity building is crucial for movement building, strengthening women's voice and agency and enabling them to advocate for human rights, and promote social norms change.

46. **RIVA will drive our approach to local leadership in Nepal – helping to strengthen existing and forge new local partnerships built on trust and mutual respect**. BEK recognises that locally led WROs and CSOs should be at the heart of setting development priorities in their communities. WROs and movements carry out effective, locally led work to advance gender equality, tackle barriers, and achieve sustainable development.

47. **BEK is committed to putting inclusion at the centre of our work in Nepal and is well positioned to help advance this agenda**. RIVA will help to promote and consolidate the UKs as a champion and convenor of gender equality, social inclusion and the rights of women and girls and excluded groups in Nepal - within our portfolio and further afield. BEK has built strong partnerships across all spheres of government as well as with multilaterals, civil society and the private sector and can play a convening role helping to amplifying voices of the most marginalised.

48. **RIVA will support key strategic objectives, start and priorities in Nepal such as:**
    - Deliver on the BEK Country Plan - including on Campaign Goal 5 which is focused on improving the human capital and wellbeing of women, girls and other excluded groups in Nepal. It will support the delivery of more effective GEDSI mainstreaming across other areas of the portfolio, including across all other campaign goals and will support us deliver and implement the BEK GEDSI Strategy and Action Plan (2024).
    - Support BEK contribution to FCDO 80% gender equality requirement - RIVA will be scored as 'Principle' according to OECD Gender Equality Marker and OECD Disability Equality Marker. It will help identify opportunities and entry points where BEK programmes can increase their focus on inclusion.
    - Ensure BEK compliance with UK legal requirements on GEDSI including the International Development (Gender Equality) Act 2014 and groups protected under the Public Sector Equality Duty (2011).
    - Deliver on the FCDO policies including Indo-Pacific Strategic Framework; FCDO Women and Girls Strategy (2023-2030) – contributing to commitments on the "three Es[45]" for women and the excluded groups by addressing barriers to participation and by increasing their voice and agency; FCDO Disability Inclusion and Rights Strategy (2022-2030), FCDO Safeguarding Strategy (2022).
    - Support Nepal deliver on the 2015 Constitution, Sustainable Development Goals (SDGs) and Leave No One Behind (LNOB) framework – RIVA will specifically continue to SDG 1 (No Poverty); SDG 5 (Gender Equality) and SDG 10 (Reduced Inequalities).

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[45] The three Es as set out in the FCDO Women and Girls Strategy (2023-2030) are: (1) educating girls, (2) ending gender-based violence, and (3) empowering women and girls and excluded groups

## Complementarity with other UK programmes and the international community

49. **RIVA will complement and build coherence and synergies between existing programmes within BEKs portfolio**. This is especially important for programmes that are working on similar shared agendas that promote in the inclusion of marginalised groups in Nepal, support CSOs and provide TA support to key stakeholders i.e. ending GBV through social norm change (Security and Justice Programme[46]), inclusive and accountable governance (Sahakarya[47]), system strengthening for inclusive and equitable basic services (Samartha[48]), economic opportunities and decision making (LISP[49]). RIVA will build synergies with our coherence programme partners Provincial Engagement Facility (PEF) and existing

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**Previous UK support for Civil Society**

- **The UK has been recognised for its long-term investment in inclusive development and support for civil society.** The Enabling State Programme (ESP, 2001-2014, £33m), aimed to tackle issues of weak governance and exclusion of the most marginalized. The ESP aimed to be model for integrating demand and supply and fostering alliances between government and civil society on development issues. Its successor, the Governance Facility (GF, 2014-2018), functioned mainly as a grant-making mechanism for CSOs. Although less innovative, it maintained the UK's prominent role in addressing systemic barriers to exclusion and promoting meaningful participation for marginalised groups.

**Lessons learnt from UK support and global evidence**

- **Investing in networking and convening for women leaders and rights activists** is vital for fostering unity, confidence, and shared learning. These networks help women navigate informal barriers, support local leadership, and enhance collaboration between CSOs. Given rising political restrictions, international funding should prioritize these non-political initiatives to effectively support women's empowerment and leadership.

- **ESP's hands-on approach to capacity development, emphasised on-the-job training and tailored support,** strengthening organisations with initially low capacity, including marginalised groups. This practical method allowed ESP staff to collaborate closely with project counterparts, enhancing skills in areas like governance, financial management, and social inclusion.

- **To achieve lasting impact, prioritise long-term, multi-year initiatives. Evidence from Nepal and UK's other democracy and human rights programs demonstrates the benefits of sustained investments in CSOs**. Multi-year projects allow for deeper engagement and adaptation over time, especially in challenging or repressive political environments. By committing to extended timeframes, programmes can document meaningful results and drive significant, lasting change.

- **Utilise theme-agnostic grants allow grantees the flexibility to set their own priorities based on local needs, rather than adhering strictly to donor-determined goals.** This approach boosts organizational resilience and accountability, aligns efforts with local priorities, and empowers women's rights and feminist organizations to pursue missions that address local realities and enhance their capacity.

- **To enhance the MEL system, focus more on qualitative outcomes.** Develop a results framework that includes well-defined contextually relevant qualitative indicators, such as stakeholder perceptions and changes in governance practices, rather than just counting beneficiaries and activities. To remedy issues raised by closed programmes consider setting clear baselines and targets for these qualitative measures and ensuring they reflect the programme's goals.

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and future evidence partners through Evidence Digital Innovation Technologies (EDIT). It will also incorporate lessons learned from previous BEK programming.

50. **RIVA will also play an important convening role building networks and supporting capacity building of CSO supported under other BEKs programmes**. It will identify opportunities as they arise for sharing of best practice and movement building. It will also incorporate lessons learned from previous BEK programming.

51. **It will harness our in-house and external expertise in GEDSI**, development and use of evidence and support our diplomatic influencing efforts to encourage the implementation and process made on progressive legislation, policies and actions in priority areas.

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[46] **Security and Justice Programme** (SJP) (£35m 2023-2028) will extend support to the police, governments and other service providers in GBV prevention and response. It will build police capabilities to better assist GBV survivors, including new infrastructure to help them deal with GBV cases sensitively. It will also support CSOs to tackle the social norms which perpetuate GBV and which impede women and girls from trying to access justice.
[47] **Sahakarya** (£38m 2024-2033) will empower women and the most marginalised, to participate in decision-making safely and meaningfully on issues that affect them. It will support GoN to implement enabling reforms to implement federalism, building democratic institutions and accountability. It will also increase representation of women and marginalised groups across all spheres of Govt.
[48] **Samartha** (2023-2030 £38.8m) will strengthen systems and capacity across federal, provincial, and local government programming to deliver better human development outcomes with a specific focus on improving women' health and girls' education outcomes.
[49] **Local Infrastructure Support Programme** (LISP) (£90m 2023-2029,) is supporting female local government leaders to ensure women are included in decision making processes whilst generating jobs for women and vulnerable communities in local infrastructure projects.

52. **It will provide TA support on GEDSI mainstreaming to all existing and future BEK programmes** including support to quality assure GEDSI strategies and GEDSI analysis; identifying further entry points to strength GEDSI interventions; delivery of GEDSI trainings to programme teams, suppliers and BEK, GoN partners and officials; convening GEDSI Community of Practice made up GEDSI experts/focal points from BEK programmes and a GEDSI Advisory Committees made up of prominent thought leaders / activist to sense check and act as a challenge function to BEK programmes and GEDSI related interventions.

53. **RIVA will collaborate with relevant FCDO centrally managed programmes[50] and teams.** Key learnings will be shared on what works to: mainstream GEDSI effectively, types of TA support to Govt (national and local) that can bring transformative change; improve and strengthen capabilities and capacities of WRO and CSOs - helping to add to the global evidence base.

54. **Externally to BEK, RIVA will coordinate with similar initiatives implemented by other development partners** such as the Provincial and Local Governance Strengthening Programme (PLGSP) part funded by FCDO, to ensure complementary and avoid duplication of efforts in Nepal in the GEDSI space. RIVA will help to bring together UK efforts in this space across all our interventions and can help play a convening and coordinating role with other development partners – using existing forums such as the GEDSI International Development Partners Group.

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**Mapping external coherence: Development Partners to support civil society in Nepal**

**SDC/SheLeads - Women Leadership Programme**: aims to strengthen women leadership and meaningful participation of women in political decision making through effectively engaging elected women in political dialogue, encouraging family members of the elected women to ensure women's political participation, and motivate political parties for women's involvement in political discussions and dialogues at the local level.

**USAID/Supporting Vibrant Civil Society and Independent Media (2022 - 2027):** implemented by the Asia Foundation, the program's overarching goal is to support independent civil society and media led by and for Women, Youth, and Marginalized (WYM) communities through innovative interventions, challenge funds, and grants designed through co-creation workshops. It operates in Madhesh and Lumbini province.

**SIDA/Capacity Strengthening Programme (2022 – 2026):** delivered through Save The Children it comprises of 13 civil society organisations as partners who are working together to build their capacities through cross-learning and synergy-building approaches in advancing the rights and agency of the children and retaining the civic space for child rights governance in Nepal.

**World Bank/Dedicated Grant Mechanism for Indigenous Peoples and Local Communities in Nepal (2022 – 2027):** a global programme that provides grants to indigenous peoples and local communities to support their participation in Reducing Emissions from Deforestation and Forest Degradation processes by providing them with the resources they need to participate in decision-making processes.

**EU/Enhancing Dignified Life of freed Haliyas through Collective Advocacy and Human Rights Campaign for Democratic Political Participation in Nepal (2019 – 2024):** Supports CSOs in Sudhurpaschim to combat discrimination of various disadvantaged groups - especially freed Haliyas, persons with disabilities and women. The project uses innovative mobile app to produce verified data about the economic, social and cultural rights situation of freed Haliyas.

**EU/Engaging Civil Society for Better Nutrition (2024 – 2027):** seeks to improve nutrition outcomes in Nepal by enhancing civil society's role in policy dialogue and implementation of the Multi-Sector Nutrition Plan-3 (MSNP-3). It focuses on ensuring meaningful participation in governance, delivering quality nutrition services to marginalized groups, and promoting inclusivity in both federal and local levels.

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## UK'S INTERVENTION

## Programme Description

55. **RIVA will** strengthen the capacities of diverse and intersecting Women Rights Organisations and Civil Society Organisation's through the provision of flexible, multi-year funding and catalytic enabling grants. It will help foster an enabling environment in Nepal, increasing collectivisation and exchange between organisations to support movement building and social norm change across BEK's three priority provinces. RIVA will provide strategic demand-led TA support to mainstream GEDSI effectively across BEK's portfolio and bring about GEDSI transformative initiatives.

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[50] Relevant CMP include: Advancing gender equality through support to Women's Rights Organisations and Women's Movements (2022 – 2027); Disability Inclusive Development Programme (2017 – 2026); Gender and Human Rights in the Informal Economy (2024 – 2029)

56. At the **impact level** RIVA will contribute to: A diverse, vibrant, and sustainable civil society that promotes the needs and lived realities of the most excluded and strengthens the social contract, resilience, and stability in Nepal.

57. At the **outcome level RIVA** will contribute to: Women, girls, and excluded groups in Nepal are empowered to understand and claim their **Rights** individually and collectively, participate in **Inclusive** policy-making and implementation, and have a stronger **Voice** and **Agency** at both national and local levels to advance GEDSI.

58. The **intended immediate outcomes** of this programme are:
   i. The WRO/CSO ecosystem becomes more vibrant and sustainable with increased funding opportunities and enhanced organisational capacity.
   ii. WROs / CSOs become more inclusive, responsive and better able to advocate for women's and marginalised people's rights through improved collaboration and networking between movements.
   iii. Resources and decision-making power are shifted to local communities, allowing them to set priorities and deliver effective solutions to advance GEDSI in their local context.
   iv. GEDSI transformative policies, laws, and legislation that protect and advance the rights of women, girls, and excluded groups are implemented, maintained, and enforced, with better-targeted spending at local, provincial, and national levels.
   v. Discriminatory attitudes, behaviours, and social norms are transformed in communities where WROs/CSOs operate, valuing women, girls, and vulnerable groups as equal members and recognising them as decision-makers and leaders.
   vi. GEDSI is effectively integrated across BEK's portfolio, identifying opportunities to expand UK work on GEDSI by amplifying diverse voices in Nepal and incorporating these realities into programming and diplomatic efforts.

The programme will deliver on the following activities:
   1. **Financial Assistance to diverse and intersecting WROs/ CSOs** through core, flexible, multi-year funding and catalytic enabling grants – helping organisations become better-resourced, skilled, influential and resilient and enabling them to prioritise and adapt to local needs.
   2. **Capacity Building support to WROs / CSOs** to strengthen management capabilities and self-care strategies and increase collectivisation, movement building, and exchanges between existing networks and new actors from various groups, including women with disabilities, LGBT+, Dalits, and ethnic minorities.
   3. **Demand Driven Technical Assistance** to strengthen and implement GEDSI transformative initiatives, engaging WROs, CSOs, and excluded groups in planning and policy development that reflects the experiences of the most excluded and providing a platform for diverse and excluded voices. TA to improve GEDSI mainstreaming outcomes, drive better coherence on GEDSI and support to CSOs between BEK portfolio.
   4. **MERL** (using qualitative, bottom-up approaches) on what works to enhance capacity of WRO/CSOs, drive social norms change through movement building, and promote GEDSI-responsive governance at all levels.

*Geographical Focus*

59. **RIVA geographical footprint will primarily focus on supporting WRO's, CSOs and local and provincial governments within BEKs three priority Provinces (Madesh, Lumbini, Karnali).** However, in line with the Leave No One Behind principle and our focus on marginalised groups, we will explore ways to increase activity in areas where marginalised groups are concentrated or vulnerability to gender-based discriminatory practices, exclusion and violations of rights is higher. Network and movement building between WRO's/CSOs will also include organisations based in Kathmandu and the federal government including the Ministry of Women, Children and Social Citizen (MWCSC) and key Commissions[51] representing marginalised groups will also be supported from Kathmandu.

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[51] National Women Commission, National Dalit Commission, National Inclusion Commission, Indigenous Nationalities Commission, Madhesi Commission, Tharu Commission, Muslim Commission, and the National Human Rights Commission.

## CROSS CUTTING CONSIDERATIONS AND COMPLIANCE WITH RELEVANT LEGISLATION

41. <u>International Development Act:</u> In line with the International Development Act, RIVA will seek to reduce poverty and generate sustainable and lasting benefits for the most excluded groups in Nepal. RIVA will be 100% ODA compliant and will also seek to actively promote UK human rights values.

42. <u>Gender Equality Act (GEA):</u> RIVA will proactively contribute to GEA and FCDO's International Women and Girls Strategy (2023 – 2030) including on delivering on the three 'Es' (Education, Ending Violence, Empowerment of Women and Girls) through support to intersecting WROs. This programme is specifically designed for supporting women's rights and marginalised groups. TA to GoN will help GEDSI transformative policies, laws, and legislation that protect and advance the rights of women, girls, and excluded groups be strengthened. GEDSI will also be better mainstreamed across BEK's portfolio, identifying opportunities to expand UK work on GEDSI by amplifying diverse voices in Nepal including of women and girls. RIVA scores a '2' or 'Principal' under the OCED Gender Equality Marker, with gender equality as the main objective of the programme.

43. <u>Disability Inclusion:</u> RIVA will take a strongly intersectional approach, and grantee organisations experiencing multiple and intersecting exclusions will be prioritised. This includes WROs/ CSO representing persons with disabilities or to OPDs to promote disability inclusion, including for disabled women and girls. RIVA scores a '2' or 'Principal' under the OCED Disability Marker, with disability inclusion and delivery of support to OPDs a key objective of the programme.

44. <u>Public Sector Equality Duty (PSED):</u> This programme will deliver in line with our commitment to SDG 10 (Reducing Inequalities) and PSED, by specifically targeting inclusion within the protected characteristics. RIVA will also promote equality and inclusion amongst its staff and WROs/CSOs beneficiaries, regardless of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation. WROs/CSOs and movements are uniquely placed to reach the most marginalised and foster inclusion.

45. <u>Counter Terrorism Financing and Anti-Money Laundering Act:</u> It has been assessed that there is a minimal risk of programme resources being diverted to finance terrorism. Nepal ranked 45th in the 2023 Global Terrorism Index, ranking better than its 2022 record (34th) and many other countries in the region where FCDO has significant ODA programming. All partners will be required to consider terrorist financing risks, and their compliance with HMG policy will be monitored and assessed throughout the project lifecycle. Robust financial management will also be implemented throughout the delivery chain to mitigate any potential risks.

46. <u>Partnership Principles.</u> RIVA will primarily provide support to WROs/ CSOs, and some strategic demand driven technical assistance to government at various levels. However, it will not provide financial assistance to the GoN or work through its systems. Therefore, we have deemed it unnecessary to produce a written partnership principal assessment.

47. <u>Safeguarding considerations:</u> All implementing partners will be held accountable to the UK Government's Safeguarding Standards and will be expected to meet FCDO's enhanced Due Diligence requirements before a grant agreement or contract is signed to ensure there are due processes in place by our delivery partners and that the programme does no harm. Given RIVA will fund WROS / CSOs and activists, who could be at risk of backlash, and work directly with vulnerable children, women and other marginalised communities, capacity building support will be focused on ensuring policies and procedures are in place and they are effectively implemented. We will place an expectation on our delivery partners to ensure they apply checks and controls to grantees where they may interact with vulnerable children and adults, to ensure that the risk of Sexual Exploitation, Abuse and Harassment (SEAH) is minimised throughout the lifecycle of their grants.

48. <u>Climate, Environmental and Nutrition considerations:</u> Nepal is extremely vulnerable to climate and environmental risks and natural disasters that disproportionately affect the poor and most marginalised groups. WROs often have considerable experience with adapting to climate change, despite this, they continue to face significant barriers in engaging and participating in climate action, influencing climate processes at the national levels and accessing climate finance. RIVAs focus on amplifying the voices of excluded groups may result in identifying issues related to climate and natural hazards, but this is not an

explicit aim of the programme. RIVA through supporting WROs may improve nutrition indirectly but this is not a core objective of the programme.

## B.  Appraisal Case

## SUMMARY

49. **The Appraisal Case will evaluate three options** - including a 'Do Nothing' counterfactual, for how the UK can address the needs and challenges outlined in the Strategic Case and promote the expected changes detailed in the Theory of Change (TOC), in a way that optimises Value for Money (VfM). These options were chosen because they represent prevailing approaches and evidence to support a diverse, vibrant and sustainable civil society in the global south and a LMIC, such as Nepal. These include:

- *Option 1:* Financial support and holistic capacity building for WROs/CSOs alongside transformative demand driven TA to improve GEDSI outcomes.
- **Option 2:** Financial support and limited capacity building for CSOs, but no GEDSI transformative demand led TA to improve GEDSI outcomes.
- **Option 3:** A "do-nothing" counterfactual – a continuation of support to civil society through existing bilateral and CMP programmes only.

50. **The options are assessed against 9 criteria:**
- **Sustainable Funding:** WRO/CSO ecosystem becomes more vibrant and sustainable through the provision of core, flexible, multi-year funding and catalytic grants.
- **Capacity Building**: WROs/CSO organisational capabilities enhanced through the provision of capacity building support.
- **Movement building**: WROs/CSOs become more inclusive, responsive and better able to advocate for women's and marginalised people's rights through improved collaboration and networking between movements.
- **Voice and Agency**: Diverse voices in Nepal are heard, amplified and incorporated into inclusive policy development and programming.
- **Enabling Environment**: GEDSI transformative policies, laws, and legislation that protect and advance the rights of women, girls, and excluded groups are implemented, maintained, and enforced, with better-targeted spending at local, provincial, and national levels.
- **Social Norm Change**: Discriminatory attitudes, behaviours, and social norms are transformed in communities where WROs/CSOs operate, valuing women, girls, and vulnerable groups as equal members and recognising them as decision-makers and leaders.
- **GEDSI Mainstreaming**: GEDSI is better integrated across BEK's portfolio, identifying opportunities to expand UK work on GEDSI and coherence between existing programmes.
- **Research and Evidence**: MERL improves the global evidence on enhancing WRO/CSOs capacity, driving social norms change through movement building, and promote GEDSI-responsive governance at all levels.
- **UK objectives in Nepal:** strategic fit clearly aligns with core mission's, regional and central UK priorities (3BC, CBP) and internationally (support to Women & Girls, LGBT+, persons with disabilities, ethnic minorities, and the localisation agenda).
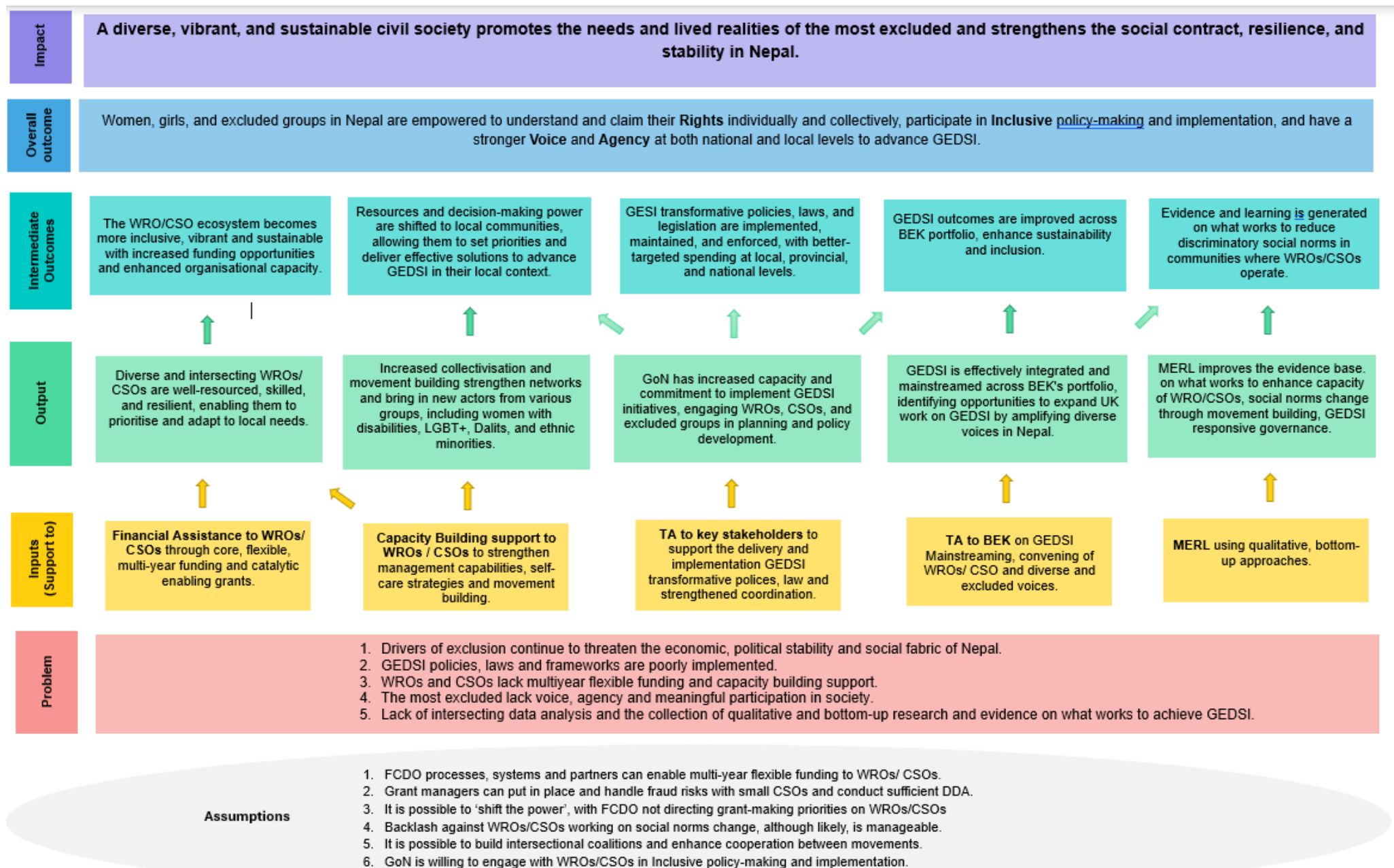
51. **Three stages are used to appraise the programme**:
**Stage 1** - Identification of feasible options – Rational, Advantages / Disadvantages, Outputs and Activities and Risks
**Stage 2** - Scoring of options and selection of preferred option
**Stage 3** - Evidence base for the preferred option
**Stage 4** - Economic appraisal and VfM assessment of preferred option

## THEORY OF CHANGE (TOC)

| **Impact** | **A diverse, vibrant, and sustainable civil society promotes the needs and lived realities of the most excluded and strengthens the social contract, resilience, and stability in Nepal.** |
|---|---|

| **Overall outcome** | Women, girls, and excluded groups in Nepal are empowered to understand and claim their **Rights** individually and collectively, participate in **Inclusive** policy-making and implementation, and have a stronger **Voice** and **Agency** at both national and local levels to advance GEDSI. |
|---|---|

**Intermediate Outcomes**

| The WRO/CSO ecosystem becomes more inclusive, vibrant and sustainable with increased funding opportunities and enhanced organisational capacity. | Resources and decision-making power are shifted to local communities, allowing them to set priorities and deliver effective solutions to advance GEDSI in their local context. | GESI transformative policies, laws, and legislation are implemented, maintained, and enforced, with better-targeted spending at local, provincial, and national levels. | GEDSI outcomes are improved across BEK portfolio, enhance sustainability and inclusion. | Evidence and learning is generated on what works to reduce discriminatory social norms in communities where WROs/CSOs operate. |
|---|---|---|---|---|

**Output**

| Diverse and intersecting WROs/CSOs are well-resourced, skilled, and resilient, enabling them to prioritise and adapt to local needs. | Increased collectivisation and movement building strengthen networks and bring in new actors from various groups, including women with disabilities, LGBT+, Dalits, and ethnic minorities. | GoN has increased capacity and commitment to implement GEDSI initiatives, engaging WROs, CSOs, and excluded groups in planning and policy development. | GEDSI is effectively integrated and mainstreamed across BEK's portfolio, identifying opportunities to expand UK work on GEDSI by amplifying diverse voices in Nepal. | MERL improves the evidence base. on what works to enhance capacity of WRO/CSOs, social norms change through movement building, GEDSI responsive governance. |
|---|---|---|---|---|

**Inputs (Support to)**

| **Financial Assistance to WROs/CSOs** through core, flexible, multi-year funding and catalytic enabling grants. | **Capacity Building support to WROs / CSOs** to strengthen management capabilities, self-care strategies and movement building. | **TA to key stakeholders** to support the delivery and implementation GEDSI transformative polices, law and strengthened coordination. | **TA to BEK** on GEDSI Mainstreaming, convening of WROs/ CSO and diverse and excluded voices. | **MERL** using qualitative, bottom-up approaches. |
|---|---|---|---|---|

**Problem**

1. Drivers of exclusion continue to threaten the economic, political stability and social fabric of Nepal.
2. GEDSI policies, laws and frameworks are poorly implemented.
3. WROs and CSOs lack multiyear flexible funding and capacity building support.
4. The most excluded lack voice, agency and meaningful participation in society.
5. Lack of intersecting data analysis and the collection of qualitative and bottom-up research and evidence on what works to achieve GEDSI.

**Assumptions**

1. FCDO processes, systems and partners can enable multi-year flexible funding to WROs/ CSOs.
2. Grant managers can put in place and handle fraud risks with small CSOs and conduct sufficient DDA.
3. It is possible to 'shift the power', with FCDO not directing grant-making priorities on WROs/CSOs
4. Backlash against WROs/CSOs working on social norms change, although likely, is manageable.
5. It is possible to build intersectional coalitions and enhance cooperation between movements.
6. GoN is willing to engage with WROs/CSOs in Inclusive policy-making and implementation.

**Nepal, RIVA Business Case, October 2024**

# OPTIONS FOR APPRAISAL TO DELIVER ON THE ToC

*Option 1: Financial support and holistic capacity building for WROs/CSOs alongside transformative demand driven TA to improve GEDSI outcomes.*

## Overview and Rationale

52. **This option would help to strengthen the capacities of diverse and intersecting WROs/ CSOs and social movements through the provision of flexible, multi-year funding and catalytic enabling grants**. It will help organisations become better-resourced, skilled, and resilient and enabling them to prioritise and adapt to local needs. Capacity building through tailored training and emphasis on peer-peer learning will strengthen management capabilities and self-care strategies between existing networks and new actors from various groups, including women with disabilities, LGBT+, Dalits, and ethnic minorities.

53. **It will help foster an enabling environment in Nepal**, increasing collectivisation and exchange between organisations to support movement building and social norm change across BEK's three priority provinces. It will also help ensure resources and decision-making power are shifted to local communities, allowing them to set priorities and deliver effective solutions to advance GEDSI in their local context.

54. **RIVA will also provide strategic TA support to key stakeholders including GoN** to strengthen GEDSI transformative initiatives, mechanisms, and policies that protect and advance the rights of women, girls, and excluded groups are ensure they implemented, maintained, and enforced, with better-targeted spending at local, provincial, and national levels. It will also help to ensure better coordination and oversight on GEDSI within the international donor community and GoN.

55. **Additionally, the provision of tailored and responsive TA to** help effectively integrate GEDSI across BEK's portfolio, identifying opportunities to expand UK work on GEDSI targeted interventions and mainstreaming efforts (based on the 3 essential elements and 12 common approaches), amplifying diverse voices in Nepal and incorporating these realities into programming and diplomatic efforts.

## Activities

**Table 1: Activities Table for Option 1**

| Proposed Activities | |
|---|---|
| Component 1 (£2.6m) | **Funding mechanism** (**open call for proposal) and capacity building** - to support with flexible core funding and capacity building of diverse and intersecting women's/feminist organisations and networks at the local level. A minimum of 9 diverse women's rights organisations (3 organisation per province) will be supported with resources, knowledge, and tools to promote and implement strategies for advocacy and leadership for positive social norms change (expected no will be 15-21 WROs total due to organisations bidding as consortiums). |
| | **Enabling environment for collectivisation and networking of feminist organisations/WROs** – through communities of practice, collaboration, and knowledge exchange in support of collectivisation and intersectional feminist movement building to advance engagement with national and international normative frameworks. |
| | **Enabling environment for engaging feminist organisations/women's organisations -** Local governments have increased capacity to meaningfully engage with the feminist movement and WROs in governance processes to advance gender-responsive and inclusive governance at the local level. |
| | **MERL** (qualitative, bottom-up approaches) on what works to improve WRO/ CSO capacities and advocacy and leadership for social norms change through movement building. |
| Component 2: (£2m) | **Catalytic Grant Facility** (open call for proposal) - to support diverse range of CSOs, social movements and campaigns that represent LGBT+, persons with disabilities, ethnic, religious and caste-based minority groups and holistic capacity building support. Orgs will be supported for 2.5 years for grants up to £25k (approx. 10 orgs supported) or up to £50k (approx. 5 orgs supported) this could be more if orgs bid in consortiums. |
| | **Demand driven TA facility to improve GEDSI Mainstreaming**, drive better coherence on GEDSI and support to CSOs between BEK programmes, support, GEDSI Advisory Board (Federal, provincial level), GEDSI Community of Practice, Stakeholder / beneficiary forums and platforms.  Demand driven GEDSI TA facility to support BEK and its partners |

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| | **MERL** (qualitative, bottom-up approaches) on what works to enhance; CSO and social movements capacities and effect change at the local level, effective GEDSI mainstreaming and coordination in Nepal. |
| Component 3: (£380k) | **Programme Funded Post (PFP)** - UKB Social Development Advisor (SDA) to provide oversight, support to the delivery of the RIVA programme and all components; provide GEDSI TA on the 3 essential elements and 12 common approaches to GEDSI mainstreaming and deliver on BEK's GEDSI Strategy and Action Plan (2024). |

## How will the proposed intervention address the criteria for assessment?

| Criteria | Summary |
|---|---|
| **Sustainable Funding** | The provision of core, flexible multi-year funding for WROS/CSO and social movements in Nepal, coupled with GEDSI transformative technical assistance for the GoN and BEK, holds the potential to cultivate a vibrant, sustainable and diverse civil society. This approach ensures that WROs/ CSOs have stable financial resources over several years, enabling them to plan strategically, innovate, and focus on long-term impact rather than short-term survival. GEDSI TA to GoN and BEKs partners, can enhance institutional capacity and responsiveness to gender and social inclusion issues, fostering an enabling environment for civil society to thrive and effectively advocate for rights and social justice in Nepal. |
| **Capacity Building** | This option provides holistic capacity building for WROs/CSOs, significantly enhancing their capabilities. Through comprehensive training, resources, and skills development, WROs/CSOs can improve advocacy, service delivery, and organisational sustainability. The focus will be on peer-to-peer learning and demand-driven support from larger organisations like national CSOs and INGOs. Training will cover financial management, compliance, and well-being, including self-care and collective care. At the same time, GEDSI TA to BEK, its partners incl GoN, can improve policies and institutional frameworks, creating an enabling environment for CSOs to operate effectively and contribute to societal change in Nepal. |
| **Movement building** | Financial support and holistic capacity building for WROs and CSOs can greatly enhance collective action and movement building within civil society. By providing resources and training, these organisations can improve their operational effectiveness, advocacy skills, and strategic planning. This programme will naturally bring WROs and CSOs together for capacity-building activities, with movement building as a core objective. Communities of Practice (COP) will be established to support WROs and networks based on their needs. These COPs will (i) strengthen dialogue and knowledge-sharing among women's organisations, (ii) build partnerships to influence key national, regional, and global agendas like CEDAW and the Beijing Platform for Action, and (iii) engage in governance processes, influencing local planning and access to services.

GEDSI-focused TA will equip the GoN, BEK and its implementing partners with tools to support inclusive policies and better engage with diverse WROs and CSOs. TA will also promote coherence among WROs/CSOs supported by UK initiatives in Nepal. This comprehensive support fosters collaboration, strengthens networks, and amplifies civil society's collective voice, advancing gender equality and social inclusion across Nepal. |
| **Voice and Agency** | This approach will establish a crucial platform for marginalised and excluded groups in Nepal. By ensuring financial stability and strengthening organisational capacities of WROs/CSOs, these initiatives empower them to advocate more effectively for the rights and needs of marginalised communities. Holistic capacity building, including peer-to-peer exchanges, equips them to engage in policy dialogues and programming discussions.

GEDSI TA to the GoN at the local level can drive systemic changes that break down barriers to inclusion, amplifying the voices and agency of excluded groups in Nepali society. This integrated approach fosters a more inclusive environment where marginalised groups, including WROs/CSOs, can participate meaningfully in decision-making and access essential services. TA to BEK will create a platform for the most excluded, including establishing a GEDSI Advisory Board at the provincial and federal levels to guide GEDSI interventions. BEK will use its convening power to host strategic dialogues and events that amplify voices and unite diverse networks, supporting the stakeholders our programs aim to assist. |
| **Enabling Environment** | This option has the potential to create and promote an enabling environment for WROs/ CSOs and support with progressive GEDSI policies and laws that safeguard and promote the rights of women and excluded groups. By strengthening the operational capabilities of WROs/CSOs through sustainable funding and capacity building, they are better equipped to advocate for inclusive policies and ensure their effective implementation. GEDSI transformative TA to BEK and its partners, incl GoN, can influence legislative frameworks and institutional practices to prioritise GEDSI, fostering a legal landscape that protects the rights of marginalised communities and enables their full participation in societal progress in Nepal. |

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| **Social Norm Change** | The provision of core, flexible multi-year funding and capacity building support for WROs/CSOs, can catalyse social norm change at the community level and within the operational spheres of WROs/CSOs. By empowering WROs/CSOs with sustainable funding and enhanced organizational capabilities, they can engage more effectively in grassroots initiatives that challenge discriminatory social norms and promote GEDSI. GEDSI technical assistance can advocate for policies and practices that align with these objectives, influencing community attitudes and behaviours towards greater equity and respect for the rights of marginalised groups. This integrated approach fosters a cultural shift towards inclusivity and empowerment, amplifying the impact of civil society efforts in Nepal. |
| **GEDSI Mainstreaming** | GEDSI transformative TA for BEK and its partners can significantly enhance the effectiveness of GEDSI mainstreaming (based on the 3 essential elements and 12 common) across its portfolio and promote coherence between programmes. By providing targeted support and expertise, this assistance can ensure that GEDSI principles are integrated systematically into the embassy's initiatives, projects and diplomacy efforts. This will help align various programmes under a unified GEDSI strategy, enhancing their impact on promoting GEDSI across different sectors and initiatives supported by the embassy. It also strengthens the embassy's capacity to address systemic barriers and inequalities, ultimately fostering more inclusive and sustainable development outcomes in Nepal. |
| **Research and Evidence** | The proposed activities can generate valuable qualitative evidence on strengthening civil society and promoting GEDSI-responsive governance. By investing in sustained funding and capacity building for WROs/CSOs, these initiatives will enhance their ability to conduct rigorous research, monitor outcomes, and document best practices. GEDSI TA to the GoN will also improve their capacity to adopt inclusive policies and practices, supporting data-driven decision-making and fostering GEDSI-focused governance. This integrated approach strengthens civil society and contributes to informed policymaking and sustainable development across Nepal. Research and evidence will also be gathered on what constitutes as effective GEDSI mainstreaming and coordination in Nepal through the provision of TA support to BEK and its partners – helping to drive the global evidence base. |
| **UK objectives in Nepal:** | This approach is strategically aligned with the UK Development approach, regional and central UK priorities and the delivery of BEK Country Business Plan (specifically under CG5). It will proactively support the Women & Girls agenda, help foster local leadership and support to the most vulnerable groups such as LGBT+, persons with disabilities, ethnic minorities. |

## Risks

56. The risks associated with this option include – full risk assessment including mitigation measures can be found in Annex A:

| Risks | Description |
|---|---|
| **Reputation** | There is a risk of negative public and media perception of FCDO and its implementing partners working on politically sensitive inclusion agendas in Nepal. This stems from the contentious nature of these issues, including perceptions of imposing external values and backlash from opponents of gender equality and inclusion. Additionally, public misunderstanding or misinformation about GEDSI goals could result in negative media coverage. |
| **Sustainability** | Donor organisations funding CSOs/WROs may face sustainability risks such as creating a dependency that can make CSOs vulnerable if funding is suddenly reduced or withdrawn. If funding was to be reduced, due to ODA cuts then this could have an impact on long-term goals and impact of the programme and /or building local capacity and leadership - leading to incomplete projects and unmet community needs. |
| **Political risks** | Changes in the political landscape or civil disruption arising from socio-political issues that might impact the programmes' ability to implement e.g. elections, change in government leadership, etc. This could also include changes in global normative framework and reforms that could lead to a shrinking space for gender equality activism and women. |
| **Programme Delivery** | Implementing a new programme within BEKs portfolio can strain existing programme management capabilities and time. It will require reallocating resources and attention from existing projects to build and forge new partnerships. Additionally, unforeseen challenges could impact the programme's overall success and the team's capacity to manage other ongoing initiatives effectively. |
| **Fiduciary risks** | Fraud risks may occur due to ineligible expenditures by partners including WROs/CSOs, improper use of advances, falsified documentation, material errors in reporting of expenditures, misuse of funds and resources evidence by long outstanding advances not liquidated without good reason and the inability to achieve agreed upon milestones. Small |

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| | organisations such as CSO/WROs may lack or poorly implement anti-fraud and anti-corruption policies. |
| Safeguarding | A programme targeting organisations that work with vulnerable women, girls and excluded groups present safeguarding risks that need careful mitigation. Staff from WROs and CSOs may face backlash, violence, stigma, distress, or other harm due to interventions that destabilise norms around gender and social exclusion. This could jeopardise their work due to personal security risks. |

## *Option 2: Financial support and limited capacity building for CSOs, but no GEDSI transformative demand led TA to improve GEDSI outcomes.*

### Overview and Rationale

57. This option would see the UK support civil society in Nepal through the delivery of core, multi-year flexible funding and enabling grants. It would also deliver some limited yet strategic capacity building support to strengthen civil society systems and compliance to financial management and risk (fiduciary, safeguarding etc). Networking and movement building between CSOs would be an indirect outcome rather than a core focus of the programme. This option would not focus on delivering demand led strategic GEDSI TA to GoN or BEK to enhance the enabling environment which CSO operate in but would still have a positive impact through BEK thought leadership and engagement.

### Activities

**Table 2: Activities Table for Option 2**

| Proposed Activities | |
|---|---|
| Component 1: (£4.6m) | **Catalytic Grant Facility** (open call for proposal) - to support diverse range of CSOs/WROs, social movements and campaigns that represent LGBT+, persons with disabilities, ethnic, religious and caste-based minority groups. Minimum of 8 orgs supported with up to £200k, 9 orgs supported with up to £100k, 10 orgs supported with up to £50k |
| | **Strategic capacity building support** - for CSOs/WROs and social movements to enhance their systems and compliance to manage the grants and apply for future funding opportunities. |
| | **MERL** (qualitative, bottom-up approaches) on what works to improve CSO/WROs social movements capacities and impacts of core, flexible funding. |
| Component 3: (£380k) | **Programme Funded Post (PFP)** - UKB Social Development Advisor (SDA) to provide oversight, support to the delivery of the RIVA programme and all components; provide GEDSI TA across BEK portfolio drawing on the 3 essential elements and 12 common approaches to GEDSI mainstreaming and deliver on the BEK GEDSI Strategy and Action Plan (2024). |

### How will the proposed intervention address the criteria for assessment?

| Criteria | Summary |
|---|---|
| **Sustainable Funding** | Under this option financial support in the form of flexible, multi-year grants to WROs/CSOs would encourage a more vibrant, diverse, sustainable civil society ecosystem by providing these organisations with the resources needed to carry out their organisational objectives effectively. The catalytic enabling grants would enable small and dynamic WROs/CSO to fund critical projects, expand their reach, and implement innovative solutions the community level. This financial stability would help build organisational resilience, allowing them to plan long-term initiatives and attract and retain skilled staff. Ultimately, grants would help to strengthens the capacity of civil society to advocate for rights, drive social change, and contribute to inclusive development for the most excluded groups in Nepal. |
| **Capacity Building** | Under this option even limited capacity building can support WROs/CSOs by providing targeted training and resources to enhance their skills, improve organisational efficiency, and strengthen strategic planning and compliance with FCDO. This support can improve their ability to manage projects, mobilise future resources, and advocate effectively. Strategic and focused capacity building initiatives can help these organisations address specific weaknesses in budgeting, risk management etc, adapt to changing environments, and maximise their impact on the communities they serve, ultimately contributing to their sustainability and effectiveness. This will also help attract future funding opportunities with other donors in Nepal. However, under this option support will be |

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|---|---|
| | limited and will focus on more formal top-down training to help managed the grants rather than peer to peer mentorships and learning. |
| **Movement building** | Although collectivisation and movement building are not core elements, the delivery of financial support and capacity building under this option, WROs/ CSOs can indirectly build networks and movements through the process of being selected to receive a grant and through the formal training session that will be delivered. With financial resources, they can sustain their operations and collaborate on larger initiatives – helping them to become more empowered, effective and resilient. Even limited capacity building would enhance their skills and strategic capabilities, enabling them to engage more effectively with other organisations and stakeholders including other donors, GoN (all tiers) and each other. This can foster a collaborative environment where WROs/CSOs can share knowledge, coordinate actions, and amplify their collective impact, thus strengthening networks and movements that drive social change and advocate for the rights of marginalised groups. |
| **Voice and Agency** | Under this option financial resources and limited capacity building to WROs/CSOs would help amplify the diverse voices and opinions of the most excluded by enhancing these organisations' operational effectiveness and advocacy skills and ability to deliver targeted interventions. With adequate funding, they can sustain initiatives that give marginalised groups a platform to express their needs and perspectives. However, this option would not focus on creating voice / agency through GoN forums or limiting the ability of WROs/CSOs and social movements to bring diverse viewpoints into formal policy-making process, that create space for voices and interests of the most excluded to represented and addressed in inclusive policy development and programming. This option would also limit BEK ability to be able to create platforms and convene diverse voices. |
| **Enabling Environment** | To an extent this option would still aim to create an enabling environment for progress on GEDSI by empowering these organisations through funding and capacity support to advocate more effectively for the rights of women, girls, and excluded groups. With financial resources, WROs/CSOs can sustain their advocacy efforts, conduct research, and engage in policy dialogues. Capacity building will also enhance their strategic and operational skills, enabling them to influence policy-making processes and push for legislative changes – abet limited. However, under this option TA will not be provided to local or provincial governments to increase capacity to meaningfully engage with civil society in governance processes to advance GEDSI. Nor will there be TA support to BEK and its partners to help identify opportunities to critically engage with and influence GoN on GEDSI related agendas that can foster an inclusive and enabling environment. |
| **Social Norm Change** | Under this option social norm change is not a core component but financial support and limited capacity building for WROs/CSOs would still help to drive social norm change at the community level and influence decision-making processes by empowering these organisations to engage and educate local communities and key stakeholders. With flexible financial resources, the organisations and social movements selected can implement programmes that challenge discriminatory practices and promote inclusive values. Additionally, capacity building will enhance their ability to design and deliver effective interventions that can still change and shake up the status quo. This dual support would enable WROs/CSOs to play a pivotal role in shifting social attitudes, encouraging inclusive decision-making, and ensuring that the voices of women, girls, and marginalised groups are heard and respected in community and policy discussions. |
| **GEDSI Mainstreaming** | Under this option no TA support will be provided to help mainstream GEDSI more effectively or identifying opportunities and entry points to scale up our work in this area. This would have consequences on the delivering outcomes against the BEK GEDSI Strategy and Action Plan (2024), the BEK Country Plan and would limit opportunities for fostering greater coherence across BEK portfolio. |
| **Research and Evidence** | Under this option MERL would be primarily focused on helping to build evidence on what works to support and strengthen civil society in Nepal. Financial support and capacity building would also help enable WROs/CSOs organisations to implement, monitor, and evaluate their initiatives more effectively. For example, with financial resources, WROs/CSOs can collect data and document outcomes and best practices. This evidence can inform future programmes and demonstrate the impact of civil society efforts, ultimately strengthening the overall effectiveness and sustainability of civil society in Nepal. However, there is a missed opportunity under this option as it will not help to generate best practice and learning on what constitutes as effective GEDSI TA for GoN to improve their capacity to adopt inclusive policies and practices, data-driven decision-making and fostering GEDSI-focused governance. Nor will it create evidence effective GEDSI mainstreaming within BEK that can be shared across FCDO more broadly. |
| **UK objectives in Nepal** | This option would be a fit to a certain extent. It would support help deliver on the Women and Girls agenda, localisation agenda. This approach will still support UK objectives in Nepal to an extent and is strategically aligned with the UK Development approach, regional and central UK priorities. It will still proactively support the Women & Girls agenda, help foster local leadership and support to the most vulnerable groups such as LGBT+, persons with disabilities, ethnic minorities through the provision on catalytic enabling grants. |

## Risks

58. The risks associated with this option include:

| Risks | Description |
|---|---|
| **Reputation** | FCDO and its partners face potential risks of negative public and media perception when supporting WROSs/CSOs on politically sensitive inclusion agendas in Nepal. These risks stem from the contentious nature of these efforts, including the perception of imposing external values and possible backlash from those opposing GEDSI. |
| **Sustainability** | Through FCDO funding CSOs/WROs they may encounter sustainability risks, including fostering dependency, which could leave these organisations vulnerable if funding is suddenly reduced or withdrawn. Reductions in funding, particularly due to ODA cuts, could undermine the achievement of long-term goals, weaken local capacity and leadership, and result in incomplete projects and unmet community needs. |
| **Programme Delivery** | Introducing a new programme within BEK's portfolio could put a strain on current program management resources and time – even if the programme has one component. It will necessitate shifting resources and focus from existing projects to develop and establish new partnerships. Furthermore, unexpected challenges may affect the program's success and the team's ability to manage other ongoing initiatives effectively. |
| **Fiduciary risks** | Fraud risks may arise from ineligible expenses of WROs/CSOs, including improper use of fund and reporting. Smaller organisations, like CSOs and WROs, might have inadequate or poorly implemented anti-fraud and anti-corruption policies. |
| **Safeguarding** | A program aimed at WROs/CSOs supporting vulnerable women, girls, and marginalised groups carries safeguarding risks that must be managed carefully. Staff from CSOs might encounter backlash, violence, stigma, distress, or other harm as a result of interventions that challenge existing gender and social exclusion norms. Such risks could endanger their work by threatening their personal security. |

### *Option 3 ("Do Nothing" counterfactual)*

## Overview and Rationale

59. **The "Do Nothing" counterfactual option** would see the UK continue to fund civil society in Nepal through existing bilateral programmes and CMPs. However, no additional funding would be provided to WRO/CSOs through new grant windows or catalytic enabling funds. GEDSI mainstreaming support to BEK or demand driven TA support to GoN would have to be done internally.

60. The UK will be supporting WROs/CSO through existing programmes such as SJP, Sahakarya**,** Samatha and RAIN and through CMPs. Yet there are limited opportunities to build networks, movements or create synergies between programmes on the GEDSI agenda and between all the CSOs supported by the UK in Nepal.

## Activities and criteria for assessment

61. There are no outputs or activities for this option.

## Summary of Options

63. The table below provides a summary for the three options including main elements of the programme; the key strengths and benefits; and the key risks and challenges.

**Table 3: Summary of Options**

| | Option 1 | Option 2 | Option 3 |
|---|---|---|---|
| **Summary** | **Financial support and holistic capacity building for WROs/CSOs alongside transformative demand driven TA to improve GEDSI outcomes.** | **Financial support and limited capacity building for CSOs, but no GEDSI transformative demand led TA to improve GEDSI outcomes.** | **No additional support to civil society in Nepal or TA support to GoN and BEK** |
| **Main Elements** | **Flexible core funding and holistic capacity building to WROs/CSO and social movements**<br>• supported through financial resources, knowledge, and tools to promote and implement strategies for advocacy and leadership for positive social norms change and impact.<br>**Support for an Enabling environment**<br>• for collectivisation and networking of feminist organisations/WROs and amongst local governments to meaningfully engage with the feminist movement and WROs.<br>**Demand driven TA support**<br>• to support GEDSI policy, law and bills drafting and implementation, GRB, mentoring and capacity building.<br>• to improve GEDSI Mainstreaming (drawing on the 3 essential elements and 12 common approaches to GEDSI mainstreaming), deliver demand driven GEDSI TA / research, drive better coherence on GEDSI and support to CSOs between BEK programmes.<br>**MERL**<br>• on what works to enhance WRO/ CSO capacities, advocacy and leadership, effective GEDSI mainstreaming and coordination in Nepal. | **Catalytic Grant Facility**<br>• support diverse range of CSOs/WROs, social movements and campaigns that represent LGBT+, persons with disabilities, ethnic, religious and caste-based minority groups<br>**Strategic capacity building support**<br>• to enhance their systems and compliance to manage the grants and apply for future funding opportunities.<br>**MERL**<br>• on what works to improve CSO/WROs social movements capacities and impacts of core, flexible funding. | The UK delivers support to WROs/CSO through existing bilateral and centrally managed programmes but no new inclusion programming. |
| **Key Benefits** | • A broad spectrum of diverse and intersecting WROs/ CSOs are well-resourced, skilled, and resilient, enabling them to prioritise and adapt to local needs.<br>• Increased collectivisation, movement building, and exchanges strengthen existing networks and bring in new actors from various groups, including women with disabilities, LGBT+, Dalits, and ethnic minorities.<br>• The GoN has increased capacity and commitment to strengthen and implement GEDSI initiatives, engaging WROs, CSOs, and excluded groups in planning and policy development that reflects the experiences of the most excluded.<br>• GEDSI is effectively integrated across BEK's portfolio (drawing on the 3 essential elements and 12 common approaches to GEDSI mainstreaming), identifying opportunities to expand UK work on GEDSI by amplifying diverse voices in Nepal and incorporating these realities into programming and diplomatic efforts<br>• MERL improves the global evidence on enhancing WRO/CSOs capacity, driving social norms change through movement building, and promote | • The WRO/CSO ecosystem becomes more vibrant and sustainable with increased funding opportunities and enhanced organisational capacity.<br>• MERL improves the global evidence base on WRO/CSOs capacity building and the benefits of flexible core funding.<br>• Strengthens the relationship between UK and CSOs/WROs in Nepal and builds on previous UK support and investments<br>• Complement and aligns with other donor's support and promotes UK thought leadership. | • Frees up financing and human resources for other priority sectors / areas agreed under the Country Plan. |

| | | | |
|---|---|---|---|
| | GEDSI-responsive governance at all levels.<br>• Strengthens the relationship between UK and GoN at the local and provincial level and builds on previous UK support and investments<br>• Complement and aligns with other donor support and promotes UK thought leadership | | |
| **Key Challenges / Missed Opportunities** | • Additional programme within BEKs portfolio could strain existing programme management capabilities and time – requiring the reallocation of existing resources and attention from existing projects to implement a new programme and forge new partnerships.<br>• Potential for RIVA to duplicate efforts if not properly thought through and executed well. | • Reduced influencing and convening role bring together and amplify voices of the most marginalised.<br>• Missed opportunities to advance BEK approach to GEDSI Mainstreaming across its portfolio (drawing on the 3 essential elements and 12 common approaches to GEDSI mainstreaming) and the lack of coherence and coordination on GEDSI within BEK's programmes.<br>• Limited opportunities to help identify areas to engage with and influence GoN on GEDSI related agendas that can foster an inclusive and enabling environment.<br>• Missed opportunity to drive and generate best practice and learning on what constitutes as effective GEDSI TA for GoN or effective GEDSI mainstreaming within BEK that can be shared across FCDO more broadly. | • Removes a major GEDSI programme within BEK portfolio (scored as 'Principle' according to OECD GEM marker).<br>• Loss of engagement and provision of support to WROs/CSOs. At odds with global FCDO commitments and strategic priorities for development, localisation and empowerment of women and girls and with Nepal Country Business Plan.<br>• Reduced opportunities to increase BEK existing programmes focus and coordination on inclusion – through building on existing best practice and enhancing synergies and coordination to leverage return of investments in this space.<br>• Reduced in-house GEDSI technical expertise in the form a PFP G7 UKB SDA. |

## Scoring of Options

64. **Each of the options was assessed against the nine criteria, as shown in Table 4 below.** At this stage, Option 2 and 3 was rejected and the evidence, economic appraisal will be continued for Option 1. The Commercial, Financial and Management cases provide more details on how this programme will be operationally delivered.

**Table 4: Initial Scoring of Options**

| Criteria for Assessment | | Weighting | Option 2 Score | Option 1 TOTAL weighted | Option 2 Score | Option 2 TOTAL Weighted | Option 3 Score | Option 3 TOTAL Weighted |
|---|---|---|---|---|---|---|---|---|
| 1 | **Sustainable Funding** | 15% | 5 | 0.75 | 3 | 0.45 | 1 | 0.15 |
| 2 | **Capacity Building** | 15% | 5 | 0.75 | 3 | 0.30 | 1 | 0.15 |
| 3 | **Movement building** | 10% | 5 | 0.50 | 3 | 0.30 | 1 | 0.15 |
| 4 | **Voice and Agency** | 10% | 4 | 0.40 | 2 | 0.20 | 1 | 0.15 |
| 5 | **Enabling Environment** | 10% | 5 | 0.50 | 2 | 0.20 | 1 | 0.15 |
| 6 | **Social Norm Change** | 10% | 4 | 0.40 | 2 | 0.20 | 1 | 0.15 |
| 7 | **GEDSI Mainstreaming** | 10% | 4 | 0.40 | 2 | 0.20 | 1 | 0.15 |
| 8 | **Research and Evidence** | 10% | 4 | 0.40 | 2 | 0.20 | 1 | 0.15 |
| 9 | **UK objectives in Nepal** | 10% | 5 | 0.50 | 3 | 0.45 | 1 | 0.15 |
| | **Total Score** *(1 - 5, Low - High)* | **100%** | **41** | **4.6** | **22** | **2.5** | **9** | **2.15** |

## EVIDENCE BASE FOR THE PREFERRED OPTION

65. **The preferred option has been developed based on a large body of evidence from FCDO development programming in Nepal, and an even larger body of global evidence** including FCDO Best Buys; FCDO Advancing Gender Equality through Support to WROs/ Movements Programme; FCDO flagship 'What Works to prevent and respond to VAWG programme (phase 1 and 2)[52]; FCDO Strengthening the African Civil Society'[53] and the Equality Fund[54]; other donor and multilateral reports and academic studies. (See Annex B for further evidence)

### Evidence to support unrestricted, flexible funding and capacity building support to WROs/CSOs

66. **Global evidence underscores the necessity of a strong feminist movement and WROs to drive gender-transformative change**, yet studies show a closing of civic space worldwide reflecting a decrease in funding of CSOs. The Global Fund for Women reports that of the nearly 4,0000 women's right and feminist organisations registered with the Fund, nearly half operated with a budget of less than £22k a year[55]. WROs receive only a fraction of ODA—just 0.13% of total aid and 0.4% of gender-related aid[56]. Marginalised groups, such as LGBT+, indigenous, young feminists, and sex workers, receive even less funding.

67. **Unrestricted funding increases sustainability by allowing CSOs to invest in long-term planning and programming, including in their own institutional capacity.** It also supports in transformational development results, as CSO are not required to deviate from their mandates and strategic plans to deliver donor-led priorities.

68. **WROs and CSOs often have unique legitimacy in their communities and are more directly accountable to the poorest and most marginalised**[57]. A FCDO commissioned review[58] set out reasoning for the importance of funding local organisations. It emphasised that women, persons with disabilities, youth, and the socially excluded can gain a greater voice by setting priorities locally, yet local actors, with their wealth of lived experience and understanding, often lack access to investment opportunities.

69. **Global research by OECD, demonstrates that support should also go beyond just providing funding for organisations to be sustainable** - especially small scale, under-resourced and working with the most affected communities. A review on feminist and women's movements in the context of ending VAWG and research on the role of funders also underscores the need for providing capacity-building support[59][60]. This should be developed and led by peers and movement-actors themselves and include support to self-care, collective care and well-being.[61]

70. **Lessons from UN Women's global programming shows that organising women into collectives, building feminist consciousness, and strengthening their organizational capacities** enhances women's ability to negotiate with decision makers and influence governance processes, conduct business at scale, while at the same time serving as social safety nets and providing peer support and solidarity.[62]

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[52] FCDO programme to reduce violence against women and girls globally through innovative project delivery, taking successful interventions to scale, and using evidence to influence others to programme at scale.
[53] A FCDO programme implemented in Ghana, Malawi and Zambia. It is a programme praised by ICAI in 2020 for introducing several innovations, including the use of local grant selection panels, a component of unrestricted funding for small organisations and capacity strengthening on the basis of these organisations' priorities rather than donor requirements.
[54] Established and endowed by the Canadian Government in 2019. It is now a consortium that includes FCDO as a bilateral contributor to the Equality Fund. The Equality Fund approach includes investments, philanthropy and grant-making. Equality Fund like the FCDO funded programme in Africa, provided flexible, multi-year core support to women's rights and feminist organizations that are often unable to access international funding.
[55] Formative Evaluation of the Partnership for Gender Equality (2024). The Evaluation Division *Global Affairs Canada*
[56] Association for Women's Human Rights in Development (2021), Where is the money for feminist organizing? Data snapshots and a call to action
[57] Batliwala 'All About Movements: Why Creating Movements Build Deeper Change' Available at: https://creaworld.org/wp-content/uploads/2020/12/All-About-Movements_Web.pdf
[58] Price, R. (2021) Access to climate finance by marginalised groups in the Global South. IDS.
[59] UN Women (2022) "Invisible Violence, Visible Harms; Violence against Women in Politics in Nepal: the Experience of Locally Elected Representatives".
[60] UN Women (2021) Nepal's gender-Based violence and gender equality-related funds: The path to effective implementation
[61] Nidal Karim (2022), Feminist and Women's Movements in the Context of Ending Violence against Women and Girls – Implications for Funders and Grant Makers (AN EXTERNAL LITERATURE REVIEW).
[62] Examples of programs in Nepal include, among others, Accelerating Progress Towards the Economic Empowerment of Rural Women in Nepal (UN Women, FAO, IFAD, WFP, 2014-2021/2022-2027) the Community Safety Net Project (2020-2023), the Storytelling project (2022-2026), Women's leadership and participation project (2016-2018) among others.

71. **Global evidence demonstrates that feminist organisations/WROs, and CSOs are essential in driving social movements and challenging patriarchal norms**[63]. A UN Women literature review[64] found that the most effective way for development organisations to achieve lasting social norm change is by supporting these feminist movements and WROs[65]. This support should recognise their expertise, grant them greater autonomy, and include affirmative action programs with multi-year, flexible funding. However, this approach also requires a shift in development practices, particularly in funding cycles and the acceptance of the intangible nature of social norm changes.

72. **Globally, feminist organisations and movements have increasingly recognised self-care as essential to transformative approaches, viewing it as an act of resistance[66]**. A study by the Urgent Action Fund found that unsustainable work habits and guilt over personal well-being hinder the sustained efforts of feminist groups[67]. Interviews with activists in another study in 2022 across 63 countries highlighted that socio-economic conditions also limit care and protection, making donor support for self and collective care vital[68]. A point further emphasised in UN Women's study on supporting feminist movements in the work on ending violence against women[69]. Unless addressed, a lack of self-care can result in an erosion of collectives and alliances, reducing the resilience of members and organisations, ultimately weakening capacity to work for change.

## Evidence to support GEDSI mainstreaming TA

73. **Demand driven and flexible TA by previous and existing FCDO programmes**, has been shown to play a pivotal role in addressing GEDSI transformative policy and implementation challenges, closing knowledge gaps, and enhancing collaboration between key stakeholders and government including political actors, bureaucracies, and citizens presented by WROs and CSOs. This is especially true when there is a key focus on bolstering the capacities, capabilities, and systems of local governments, with an emphasis on integrating GEDSI mainstreaming throughout these efforts.

74. **Although evidence on the effectiveness of TA is limited and mixed**[70,71], there is sufficient proof that TA has delivered positive results in certain contexts. Success is often linked to strong national leadership for reform and organisational development, particularly when the recipient country actively identifies and selects TA. TA can also capitalise on windows of opportunity within the political cycle, where governments are under pressure to improve performance or when support aligns with shifting political incentives and deliver on GEDSI responsive budgeting.

75. **GEDSI mainstreaming and transformative TA** must ensure that gender equality and social inclusion are integral to every aspect of TA design and implementation. This approach should lead to sustainable and equitable outcomes, driven by a deep understanding of evolving needs, and the ability to respond to complexity, adapt, and innovate. Global evidence demonstrates that driving forward GEDSI is the right and the smart thing to do. TA provided will build and deliver the key findings steaming from the one-year qualitative research looking into the effectiveness of GEDSI Mainstreaming across BEK portfolio 2024[72], FCDO How to Guidance on GEDSI[73] and global best practice in this area.

76. **A global literature review[74] for the GEDSI Mainstreaming project** found that there is a lack of clarity about what GEDSI mainstreaming entails and aims to achieve, with no standard framework to guide approaches. Challenges persist in translating commitments into practice and outcomes. While intersectionality is recognised as essential for effective GEDSI mainstreaming, applying can be difficult and there can be challenges in translating a conceptual understanding of intersectionality into a practical

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63 63 Nidal Karim  (2022), Feminist and Women's Movements in the Context of Ending Violence against Women and Girls – Implications for Funders and Grant Makers (AN EXTERNAL LITERATURE REVIEW).
64 UN Women (2023), Social Norms, Gender and Development: A review of Research and Practice (Discussion Paper)
65 UN Women (2023) "Measuring Social Norm Change through Storytelling"
66 Formative Evaluation of the Partnership for Gender Equality (2024). The Evaluation Division *Global Affairs Canada*
67 https://www.awid.org/news-and-analysis/wellness-self-care-and-security-why-important-feminism
68 UAF (2022), How can we ground ourselves in care and dance?
69 Nidal Karim  (2022), Feminist and Women's Movements in the Context of Ending Violence against Women and Girls – Implications for Funders and Grant Makers (AN EXTERNAL LITERATURE REVIEW).
70 Ismail. Technical Assistance and Capacity Building in International Development. K4D 2019 (**link**).
71 Cox et al., Technical Assistance: New Thinking on an Old Problem. Open Societies Foundations 2019 (**link**).
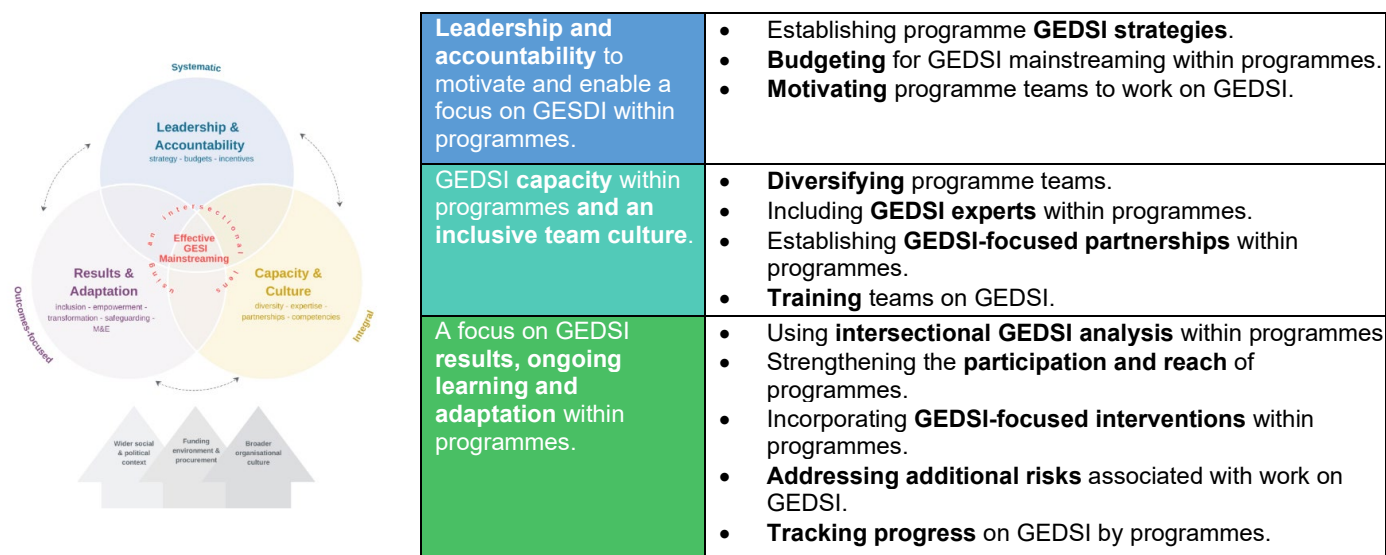72 The GESI Mainstreaming Research Project is a one-year qualitative study commissioned by the FCDO, and BEK. The research was undertaken by Adam Smith International (ASI) with the purpose of generating learning on how to include a meaningful focus on GESI within 'mainstream' development programmes.
73 FCDO How to Guidance (2024) How to Guidance Note on Gender Equality and Social Inclusion_2023 - 2024.pdf
74 The global literature synthesis was based on a total sample of 36 sources including from development partners, UN agencies, development banks, donor-funded programmes, academic institutes, think tanks, and practitioners' groups. GESI Mainstreaming Research: Stage 1 | Global Literature Review (2023) https://assets.publishing.service.gov.uk/media/663e0e9ebd01f5ed32793909/EACDS_2215_Nepal_BEK_GESI_Global_Literature_Review_Final_24_03_28.pdf

reality. It is crucial for funders to prioritise GEDSI mainstreaming in procurement, program design, and delivery.

77. **The final report[75] points to three essential elements of GEDSI mainstreaming which will underpin BEK's approach to GEDSI Mainstreaming and TA support provided**: 1. A systematic approach through strong leadership and accountability to motivate and enable a focus on GEDSI within programmes; 2. GEDSI being integral to programme teams through the development of GEDSI capacity and an inclusive team culture; 3. An outcomes focus, with an emphasis on GEDSI results and ongoing learning and adaptation within programmes. A crucial throughline through all these elements is taking an intersectional lens. Bringing everything together, the GEDSI Mainstreaming Framework below presents a picture of what good GEDSI mainstreaming looks like in ODA programming based on 3 essential elements and 12 common approaches.



| Leadership and accountability to motivate and enable a focus on GESDI within programmes. | • Establishing programme **GEDSI strategies**.<br>• **Budgeting** for GEDSI mainstreaming within programmes.<br>• **Motivating** programme teams to work on GEDSI. |
|---|---|
| GEDSI **capacity** within programmes **and an inclusive team culture**. | • **Diversifying** programme teams.<br>• Including **GEDSI experts** within programmes.<br>• Establishing **GEDSI-focused partnerships** within programmes.<br>• **Training** teams on GEDSI. |
| A focus on GEDSI **results, ongoing learning and adaptation** within programmes. | • Using **intersectional GEDSI analysis** within programmes<br>• Strengthening the **participation and reach** of programmes.<br>• Incorporating **GEDSI-focused interventions** within programmes.<br>• **Addressing additional risks** associated with work on GEDSI.<br>• **Tracking progress** on GEDSI by programmes. |

78. **The key lessons and recommendations of GEDSI mainstreaming practice and the delivery of TA will practically inform our existing and future work** and promote higher standards in GEDSI mainstreaming across all our interventions. Proportionality will be a key principle, all teams will be encouraged to mainstreaming GEDSI throughout the life course of their programmes (design, mobilisation, implementation, M&E and closure) and use the GEDSI revised mainstreaming checklist.

## ECONOMIC APPRAISAL AND VALUE FOR MONEY ASSESSMENT

82. **FCDO has a commitment to supporting women, girls and vulnerable groups and a duty to the UK taxpayer to ensure that we maximise the VfM of our actions.** For ODA spending this means making the best possible use of our resources to maximise our impact on the most marginalised lives. Local WROs/CSOs are highly effective in improving social accountability, enhancing service quality, and generating sustainable, long-term outcomes. They often employ local staff, have a lower environmental impact than international organisations, and continue delivering results even after funding ends. Supporting these organisations sustainably strengthens the sector, fosters better networks, and enhances their role in governance.

83. **FCDO guidance emphasises that VfM isn't about choosing the cheapest or easiest options but ensuring long-term sustainability that supports open societies and development outcomes**. If higher costs lead to more efficient implementation, better outcomes, or greater equity, the additional expense is justified. Ensuring equitable interventions may require extra costs to include marginalised populations, ultimately offering better value in the long run.

84. **A comprehensive cost benefit analysis (CBA) of the preferred option is also not feasible** due to the difficulties of predicting and monetising the impact of GEDSI mainstreaming TA efforts. Instead, this economic appraisal will outline the programme inputs, the likely outcomes and impact, and an assessment of where we can observe value for money.

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### Estimated Costs

85. The proposed budgets by component (Component 1, 2 and 3) and year (2024-2028) are presented in the table below:

**Table 5. Preferred option Costs by Component and Year**

| | Total (Component) |
|---|---|
| **Component 1:** Funding mechanism and capacity building; Enabling environment for collectivisation and networking of feminist organisations/WROs; Enabling environment for engaging feminist organisations/women's organisations; MERL | £2.6m |
| **Component 2:** Catalytic Grant Facility; Demand driven GEDSI TA to BEK and key stakeholders; MERL | £2m |
| **Component 3:** SDA Programme Funded Post | £380k |
| **Total** | **£4.98m** |

### Cost Drivers

86. **The key costs for the partner delivering component 1 include**: **Direct Grant-giving cost including grantee support, learning and capacity building.** There are a variety of costs that will drive each individual grant, including on the individual value of the grant. It is anticipated that a minimum of 9 diverse WRO (3 organisation per BEK priority province) will be supported with resources, knowledge, and tools to promote and implement strategies for advocacy and leadership for positive social norms change (expected no will be 15-21 WROs total due to organisations bidding as consortiums). Cost drivers could include travel including for due diligence and monitoring trips. Operational and Human resourcing costs including implementing partners staff salaries and related overheads will be a key cost driver required to deliver, manage and monitor the programme.

87. **Key costs for Component 2 will also include direct grant-giving cost,** as detailed above alongside additional operational and human resourcing costs associated the convening and management of grants and the delivery of flexible and demand led TA to BEK and its partners. This will include travel, salaries and associated overheads with bringing in local and international expertise.

88. **Competitive tender processes for selecting the lead contractor for Component 2** will be employed to reduce costs, manage key cost drivers, and enhance overall efficiency. This approach will apply both during the initial selection of suppliers and in the subsequent management of sub-contracts with smaller CSOs and WROs. To safeguard the program's effectiveness and reach, individual program budgets will include provisions to address foreseeable cost drivers, such as exchange rate fluctuations or inflation, ensuring these factors do not compromise the program's impact or cause significant delays in implementation.

89. **Both component 1 and 2 will include MERL associated costs include evidence production and synthesis costs to drive best practice and contribute to the global evidence base.** Additional cost drivers could include inflation, fluctuations in exchange rates, day rates of experts, and costs associated with component 3 of the SDA Programme Funded Post (see detailed section below on VFM case for PFP).

### Expected results

90. **The VfM case for this programme doesn't rely on cost-per-beneficiary calculations,** as this would conflict with a theory of change focused on longer term strategic investments and wider social and economic value which sustains long after funding ends, rather than short-term outcomes. As a result, a full economic appraisal isn't feasible. The programme's flexible, demand-led design makes it difficult to quantify exact benefits and costs or specify outputs in advance both in terms of the WROs/CSO supported and TA delivered. However, we can anticipate several benefit streams from supporting WROs/CSO and flexible TA as evidence in the strategic case and evidence section of this BC

91. At the **outcome level** RIVA will contribute to: Women, girls, and excluded groups in Nepal are empowered to understand and claim their **Rights** individually and collectively, participate in **Inclusive**

policy-making and implementation, and have a stronger **Voice** and **Agency** at both national and local levels to advance GEDSI.

92. The __intended immediate outcomes__ of this programme are:
  vii. The WRO/CSO ecosystem becomes more vibrant and sustainable with increased funding opportunities and enhanced organisational capacity.
  viii. WROs / CSOs become more inclusive, responsive and better able to advocate for women's and marginalised people's rights through improved collaboration and networking between movements.
  ix. Resources and decision-making power are shifted to local communities, allowing them to set priorities and deliver effective solutions to advance GEDSI in their local context.
  x. GEDSI transformative policies, laws, and legislation that protect and advance the rights of women, girls, and excluded groups are implemented, maintained, and enforced, with better-targeted spending at local, provincial, and national levels.
  xi. Discriminatory attitudes, behaviours, and social norms are transformed in communities where WROs/CSOs operate, valuing women, girls, and vulnerable groups as equal members and recognizing them as decision-makers and leaders.
  xii. GEDSI is effectively integrated across BEK's portfolio, identifying opportunities to expand UK work on GEDSI by amplifying diverse voices in Nepal and incorporating these realities into programming and diplomatic efforts.

## VFM Measures

93. **RIVA will develop an overall programme log frame, as well as a specific log frame for component 1 and 2**. A number of VfM measures will be monitored in the programme across the five E's of FCDO's VfM framework: economy, efficiency, effectiveness, equity and cost-effectiveness. Alongside quantitative data, the implementing partners for component 1 will collect stories of significant changes through reporting and then conduct thematic qualitative analysis. This will allow them to understand how change happens through support to WROs that drive social norm change at the local level, quantifying emerging themes and telling the stories of change that are significant to grantees from their own perspectives and in their own voices.

94. **Top line measurement for all components may include the following, to be finalised in inception stage**:

| | **VFM Measurement** |
|---|---|
| Efficiency | • # of WROs/CSOs/movements receiving grants, by province, rights-based issues, populations, funding level<br>• # of grant-making articles published externally<br>• # of knowledge products generated and disseminated and % which have evidence of influence on policymakers (for example, led to new or improved legislation/policies) |
| Effectiveness | • % of WROs/CSO/movement that report a change in their capacity to advance GEDSI and empower women, girls and vulnerable groups compared to when they first received grant-funding<br>• % of WROs/CSO/movements that have built new coalitions and built their network leading to joint advocacy initiatives<br>• # studies, knowledge products generated and disseminated documenting the improvements and challenges of the broader GEDSI ecosystem in Nepal<br>• # of key provincial, national, and international events where WROs/movements are represented<br>• # type and legal and policy changes towards GEDSI reported by WROs/CSO/movements supported and by GoN [76]<br>• # of BEK programmes that have improved approaches to GEDSI Mainstreaming as result of TA support (drawing on 3 essential elements and 12 common approaches to GEDSI mainstreaming) |
| Economy | • Ratio of spend on grant-making and direct costs vs management fees under component 1 and 2<br>• Cost of knowledge products vs reach |

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[76] Legal and policy change can involve the creation or enhancement of policies or laws, the official adoption of these improvements at the local, provincial or national level.

| Equity | • % of grants going to WROs/CSO/movements which represent marginalised groups, including persons with disabilities, urban/rural areas, ethnic minority, Dalit groups, LGBT+ etc |
|---|---|

## Ensuring Programme Level VFM

95. **In line with global best practice on grant making from FCDO, UN Women and other initiates such as the Equality Fund, VfM will be applied across the grant making cycle in three ways:** 1. A WROs/CSO/movement approach to VfM – how the WRO is thinking about VfM in the delivery of the programme, including how VfM is championed by leadership and embedded in decision making; 2. How a WROs/CSO/movement budget aligns with RIVAs requirements and priorities (including investing in organisational development), exhibits cost-consciousness and adapts to learning and changing circumstances; 3. The expected shifts made as a result of being funded either through component 1 or 2 – a focus on ensuring that changes made are tracked and that a culture of learning provides for continuous adaptation and improvement.

96. **Under components 1 and 2, the implementing partner will monitor and assess VfM throughout each grant's lifecycle**. Grantees' project reports, both narrative and financial, will be reviewed to evaluate progress toward outcomes, funding use, and compliance with grant conditions and VFM. Implementing partners will require biannual reports from WROs/CSOs/movements but will also conduct more frequent check-ins to provide support and assess project performance. These mechanisms aim to balance reporting demands with the needs of small organisations while allowing grantees to share valuable insights and reflections.

97. **Component 2 will be selected through competitive tender process**. We will drive down unit costs through following best practice in procurement of services and the delivery of technical assistance, ensuring they provide VfM.

| VfM areas | How RIVA will deliver |
|---|---|
| **Economy** | • Implementing partners under component 1 and 2 will be required to apply transparent procurement, contracting and recruitment processes based on best practice including FCDO and global UN financial rules and regulations.<br>• Implementing partners should apply activity-based financial management and reporting system to enable savings and cost analysis at the most detailed level.<br>• Downstream partners will be asked to provide input on cost-efficiency of their respective interventions.<br>• RIVA will deliver economy through localising resourcing wherever possible to reduce the need for and costs associated with programme delivery i.e. savings in daily consultancy fees by resorting to local consultants for TA; |
| **Efficiency** | • Longstanding partnerships with local government coordination with local stakeholders in the three provinces under component 1, will enhance efficiency and synergies with other ongoing interventions.<br>• The implementing partners previous work in the selected provinces, lessons learned, and best practices will be utilised to ensure efficiency of results. Implementing partners will be expected to apply a M&E system with SMART indicators that measure each step of the results chain (output, outcome, impact). Under component 1 the organizational capacity of the WRO's/ CSO/movements will also be measured (at the beginning and end of programme) and monitored and a plan will be developed to strengthen the capacities of the selected organisation/s and the effectiveness of their capacity building activities.<br>• A quarterly updated risk analysis and mitigation strategy, with contingencies in place to adapt and adjust to changing circumstances in a swift manner will be in place. |
| **Effectiveness** | • Capacity building of the WROs/CSO/movements through planned interventions under component 1 and 2 will be provided to strengthen their capacity for internal management and control for effective and efficient delivery[77]<br>• Strong governance mechanisms are expected to ensure that the activities lead to intended output with maximised impact and effect. |

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[77] This will be guided by UN Women's initiative "Sahayatra – Empower Partnerships" launched in May 2024, which supports learning interventions starting from onboarding of partners to operational closure.

| | |
|---|---|
| | • A flexible funding mechanism under component 1 will be created with the view to foster local ownership and greater sustainability of activities: this implies developing a broader framework of TOR, encouraging civil society-led initiatives to enhance innovation and accountability. |
| **Equity** | • Intersectional and intergenerational lens will be applied across the programme, from its design to its implementation. This will also be at the centre of the selection of partners under component 1 and 2.<br>• Under component 1 grant facility support will be diversified through consortium modality reaching to a larger number of feminist organisations/WRO with intersecting identities and including smaller WRO's and organisations that would not have had the capacity to apply as a single organization. The implementing partner will be encouraged to prioritize applications that employ an intersectional approach and operationalise the principle of leaving no one behind.<br>• Demand driven GEDSI TA support to BEK and its partners will help improve processes to better disaggregated data and analyse from an intersectional lens (e.g., by gender, disability, geography, income, ethnicity, caste, other as appropriate).<br>• Attention will be given to the makeup of implementing partners teams including national vs international staff as well as gender, disability, ethnicity, caste, other as appropriate. |

## Justification for the Programme Funded Post

98. **Under** RIVA it is proposed that there will be a **UKB SDA**. This is supported by strong VfM considerations and is considered advantageous for programme delivery. This position is deemed affordable within the available programme budget and allocation BEK and IIOD Department. Key areas and activities covered by this role would include:
    • **Technical and delivery oversight of the RIVA programme** and drive coherence between component 1 and 2 including on the delivery of GEDSI transformative TA.
    • **Drive implementation of BEK GEDSI Strategy and Action Plan (2024-2027)** across our development portfolio partners - identifying GEDSI gaps and opportunities within programmes, policies, and engagements and build greater synergies and harmonisation on inclusion, ensuring that GEDSI principles are embedded in day-to-day BEK operations.
    • **Help to scale up development portfolio partners' efforts to ensure all programmes have disaggregated data** by sex, age, and location at a minimum and scale up efforts to disaggregate by disability, sexuality where appropriate and adopt an intersectional approach to analysing data.
    • **Identification of key advocacy and influencing moments** to amplify and share knowledge products from RIVA. Identify opportunities to promote progress on GEDSI and achievements from other International Development Partners, GoN, CSO and activists through our programmes that bringing about a step change in Nepal.
    • **Share best practices, resources, and knowledge on GEDSI** and GEDSI mainstreaming across the Nepal development community, within FCDO and globally.
    • **Lead and carry out capacity-building activities**, such as GEDSI training sessions, workshops, and awareness-raising campaigns - drawing on internal and external expertise.
    • **Support TA supplier (component 2) with the establishment of an external BEK GEDSI Advisory Board** will bring together external stakeholders and activists prominent in the GESI space – helping to ensure diverse voices and perspectives are consulted and help us to sense check our approach to GEDSI and identify opportunities to scale up our support.
    • **Support movement building and learning** by linking across with other BEK and partners' work to support grassroots organisations, CBOs and WROs.
    • **Work with BEK Senior Leadership Team to ensure that GEDSI is a key priority** across all levels of BEK and report regularly on progress and challenges related to GEDSI integration and the implementation of the BEK GEDSI Strategy and Action Plan and implementation of RIVA.
    • **Embed the key lessons and recommendation from the BEK GESI Mainstreaming Research** to ensure our all our existing and future programmes mainstream GESI effectively throughout the project life cycle using the 12 commons approaches to GESI Mainstreaming and the revised checklist.
    • **Support with collecting evidence on progress against Campaign Goal 5 BEK Country Business Plan** as well as mainstreaming GESI across all over goals.

## VfM Statement

99. The programme's benefits, especially in advancing GEDSI, are deemed to outweigh its costs, representing good VfM. The appraisal supports that the potential gains from the interventions are

substantial and justify the investment. Immediate results and long-term impacts, such as fostering a sustainable funding ecosystem and enabling environment for WROs/CSO/movements, will be key indicators of VfM, which will be continually monitored and enhanced throughout the programme life cycle. In addition, the programme will generate information and evidence which will be fed back into programme design to ensure increased VfM each year.

100.    The programme seeks to strengthen WROs/CSO/movements, making them more resilient and capable of advancing GEDSI. While the number of indirect beneficiaries is expected to be extensive, the focus will not be on increasing beneficiary numbers to avoid undermining the goal of creating sustainable, locally driven civic society models.

## C.  Commercial Case

101.    RIVA will be delivered through a mix of funding instruments supporting the two different components:

102.    **Component 1: (GBP 2.6m)** delivery through a multilateral holds distinct comparative advantage driven by a track record of experience in Nepal. The multilateral organisation should have a long-standing relationship with women's movement, gender-equality advocates and WROs, as well as national women's machineries and networks in Nepal. This organisation will also be required to demonstrate long-standing experience in undertaking operational and TA activities across all tiers of Government.

103.    **We judge that the most appropriate multilateral organisation to deliver this component is UN Women due to the following reasons:**
   • **UN Women's work is grounded in a rights-based and feminist approach and a long-standing relationship with the women's movement**, gender-equality advocates, women's groups, and organisations. As the convener on gender equality within the UN system, UN-Women brings together partners to address a wide range of issues related to gender inequality in a coherent and coordinated manner.
   • **UN Women is the main entity working on movement building in Nepal**. For this programme, UN Women will draw on more than a decade of experience and methods tested in supporting WROs and networks in protecting their rights, access and opportunities and work on reducing gender discrimination and transform sexist attitudes by promoting positive social norms around gender and gender roles.
   • **Leveraging its coordination and normative mandate**, UN Women Nepal will proactively facilitate networking and coherent approaches and linking and engaging the supported WROs to national, regional, and global discussions and efforts to implement and advance global standards and norms on gender equality.
   • **Within Nepal, UN Women works at a federal, provincial, and local level** and has programming in 99 Local Government Units across the country. Its longstanding experience and partnerships with key stakeholders, provides it with the trust and legitimacy to advance gender responsive and inclusive governance in Nepal. Furthermore, UN Women has expanded its presence with field offices in Madhesh and Karnali provinces.

104.    **Component 2: (GBP 2m) will be delivered through a consortium made up of a lead private sector organisation/INGO and partner organisations operating in Nepal.** The successful supplier will be responsible for the delivery of a Catalytic Grant Facility; demand driven GEDSI TA facility to support GEDSI mainstreaming; and MERL. Commercial contractors have experience in Nepal in working with key stakeholders including government, federal institutions and networks. They also have experience of managing and delivery grant facilities and have shown an ability to mobilise timely and high-quality TA based on demand and emerging needs whether internally, through a pool of experts (including local experts) or through pre-established consortia. The private supplier and/or INGO consortia model would help ensure commercial suppliers are present on the ground as typically INGOs have established relations with local civil society organisations, networks and local communities, as well as with local governments.

**Route to Market**

105. **The commercial route will go through the new Global Development Delivery (GDD) Framework Agreement.** GDD has a dedicated pool of pre-qualified suppliers (a 'lot') for the Education, Gender and Social Inclusion. As well as technical expertise in Education, Gender and Social Inclusion, the suppliers were also tested on their capabilities around managing funds (which is a key element of the RIVA TA contract). For contracts below <£7m GDD Lot 10 features 11 suppliers (each partnering with an average of 7 specialist sub-contractors). GDD is a relatively new framework having launched in December 2023. This means that the price caps are still viable (there are no signs they are restricting competition) and suppliers are engaged. There have been more than half a dozen GDD call-downs for BEK programmes in 2024, so BEK programme teams and commercial officers are now experienced in using this framework.

106. **Lessons learned from the first round of GDD call-downs will inform the procurement process for RIVA.** GDD offers the potential for a quicker procurement as legal, financial and compliance checks have already been carried out for all suppliers. However, the pace of the procurement relies on many factors including the preparedness of suppliers and the quality of the TOR and evaluation criteria. The RIVA Team will work on the draft ToR with support from BEK Commercial Advisor and Commercial Directorate. The ToR will identify what deliverables we want the supplier to be accountable for within the contract and where we can maintain a degree of flexibility around areas that will require a more responsive approach taking close consideration of VfM. It will be important to ensure that gender and inclusion are adequately integrated within the scope of work through technical assistance delivered, through explicit objectives in ToRs and/or a dedicated GEDSI expert in the team.

107. **The Terms of Reference will therefore require that the successful bidder/s deliver a range of services including:** grant management and capacity building support to CSOs; scoping, developing and delivering high quality tailored technical assistance support BEK and its partners, programme leadership; communications; financial management; and potentially, consortium management. The successful bid will need to demonstrate the following:

   - **Strong programme management** – robust processes for financial management, duty of care and ethics, risk management (including safeguarding), quality assurance, monitoring and reporting and VfM.  If relevant, experience of managing a consortium of delivery partners.
   - **Grant management expertise and experience of working with CSO/WROs** – proven capacity to manage a number of grantees and provide quality and appropriate capacity building training and support. Demonstrate they have an existing understanding of the particular needs and priorities of small, grassroots organisations in Nepal.
   - **Evidence management, research uptake and policy engagement** – synthesise and repackage evidence from the grassroots into evidence and communications products that will be accessible to national governments, FCDO and other bilateral and multilateral donors; ensure new evidence and learning is disseminated and used through targeted research uptake activities, potentially including policy dialogues, seminars and other events/products to be defined.
   - **Credible networks** – including ability to draw on policy experts on a range of GEDSI areas and themes including GEDSI mainstreaming; and experience of engaging with GoN at all tiers.
   - **GEDSI expertise –** ability to deliver high quality transformative demand led GEDSI TA to BEK and its partners incl GoN (all tiers) that supports GEDSI mainstreaming initiatives (drawing on the 3 essential elements and 12 common approaches to GEDSI mainstreaming)
   - **Safeguarding** – clear and robust processes in place including ensuring women's rights actors and other excluded groups will have recourse to best practice support, given the particular risks they could experience around backlash, online harm and GBV.

108. **We will hold an Early Market Engagement (EME) event with Lot 10 suppliers.** This will gauge and enhance competition, stimulate interest in the contract; identify risks and help refine and shape the ToR prior to finalising the ToR and issuing the competitive tender. The EME will be held relatively early in the TOR drafting process. We will also emphasise the importance of lead suppliers partnering with local Nepali organisations to help promote and ensure locally led development and in order to effectively deliver the requirements of the ToR.

109. **The contract will be for a three-year period, with a break clause**. There will be (i) an initial 6-month inception phase when the workplan with key activities and milestones will be finalised, logframe finalised and Disbursement Linked Indicators (DLI) designed, VFM, GEDSI and sustainability strategies finalised (ii) an 18-month initial implementation phase break clause. Contract and supplier performance

will be managed by the RIVA team in BEK, with support as required from the Commercial Advisor and Commercial Directorate.

110.   **The contract will feature a bespoke performance regime** featuring KPIs and an element of Payment By Results (PBR) linked to both outputs and outcomes. PBR will be calibrated to incentivise the prime supplier but not represent an unfair transfer of risk or create cashflow risks that could threaten the continuity of the contract. Controls will be put into the contract to stop PBR risk being passed onto the sub-contractors.

## D. Financial Case

### Affordability

111.   **The projected budget for RIVA is up to £4.98 million over three and half years (UK Financial Year 2024/25 to 2027/28).** RIVA will proactively contribute to BEK Country's Business Plan through delivering on GC5 and helping to mainstreaming GEDSI throughout BEK portfolio.  The programme is affordable to UK FY24/25 and for current outer years forecasts. The overall financial allocation and programme components reflect ODA resourcing and be flexed to in-year allocations determined by the next spending review if required. The table below provides an estimated cost structure for RIVA by component.

Table 6: RIVA's projected cost structure per component and financial year

| Budget Item | 2024/2025 | 2025/2026 | 2026/2027 | 2027/2028 | Total (Component) |
|---|---|---|---|---|---|
| Component 1 | 192,075 | 886,935 | 856,940 | 664,050 | 2,600,000 |
| Component 2 | N/A | 750,000 | 750,000 | 500,000 | 2,000,000 |
| PFP | 30,000 | 120,000 | 120,000 | 110,000 | 380,000 |
| **Total** | **222,075** | **1,756,935** | **1,726,940** | **1,274,050** | **4,980,000** |

112.   **The programme will be funded from programme resources and will count as ODA**. Over the programme lifecycle, the £4.98 million budget will be funded within the annual budget allocation of BEK. All of RIVAs costs will be classified as Programme Resource Development Expenditure Limit (R-DEL) and will not be classified as International Climate Finance (ICF) funding. The budget will be profiled at the start of each UK financial year. To ensure accurate and realistic financial forecasting, the RIVA team will review detailed forecasts of expenditure on a monthly, quarterly and annual basis, and scrutinise variance of expenditure against forecast.

### Assessment of Financial and Fraud Risk

113.   **A full due diligence assessment/s will be conducted before finalising the MoU with UN Women and awarding the contract to suppliers**. This assessment will evaluate risks related to regulations, delivery, and compliance in different environments. Agreements with partners will include mandatory clauses, and ongoing dialogue and reviews will ensure partners understand their responsibilities and provide information to identify risks like terrorism or money laundering. Mechanisms such as data protection, procurement controls, and monitoring of payments will be in place. The programme's responsibilities regarding fraud and corruption will be clearly outlined in the agreements.

114.   **We will ensure that the supplier/s contracted must have zero tolerance for fraud and corruption, by staff or related third parties**, including any of their consultants, vendors, partners or counterparts. Rigorous procedures should be in place to ensure appropriate management, reporting, investigation, remediation and close-out of allegations of fraud and corruption. All reported incidents should be appropriately investigated, taking into account donor requirements, and remediated in a timely manner.

115.   **For the Commercial Contract, we will require any organisation receiving UK funds to provide annual audited accounts**, along with a management letter and an action plan on addressing audit issues, within six months of the end of each fiscal year covered by the programme. The service provider will also submit quarterly narrative reports and financial reports recording progress against their annual work plans for review. The commercial contract will be multi-year agreement and will contain clauses which will allow FCDO to alter and responsibly withdraw funding with reasonable notice.

116.   **Annual Reviews will be conducted to assess progress against programme objectives and log frame indicators.** Additional funding will only be provided when the agreed milestones have been met and previous funds accounted for. During implementation each partner will develop a risk matrix that will be monitored in regular quarterly meetings.

## E.  Management Case

### BEK's Programme Management and Oversight

117.   **The core project team for this programme comprises of one PFP UK Based Social Development Advisor, Country Based Staff SDA, Compliance and Excellence (ACE) Manager and Head, Human Rights Officer and the Governance and Social Development Group Head**. Table 7 details the responsibilities of the core team. The Governance and Social Development Group Head will be Senior Responsible Officer (SRO) and the UKB SDA will be Programme Responsible Officer (PRO).  The core team will manage the overall governance and coordination of the programme.  This will be aligned into Embassy governance structures including the Country Board and Delivery Board.

118.   **The core team will benefit from cross cutting advisory inputs** from the ACE team, Strategy team, Evidence and Knowledge team, Inclusion, Gender and Security team as well as Governance Adviser/s and Commercial advisor. Senior oversight and engagement from the Development Director and the Ambassador will also be required. We will also offer 10% opportunities to BEK /FCDO staff for specific pieces of specialist and technical work and make use of BEK helping hand initiative to receive additional PM support when required. RIVA will work closely with the Evidence & Knowledge Hub and teams overseeing the following programmes: SJP, Sakaharya, Samartha, RAIN, LISP, GGN to ensure synergies and deliver GEDSI targeted TA.

**Table 7: Estimated Full Time Employment (FTE) requirements**

| Post/Role | Lead | % effort | Funding source |
|---|---|---|---|
| G6 Governance and Social Development Group Head (SRO) | Strategic fit / performance | 5% | FTE |
| G7 Social Development Advisor (UKB) (PRO) | GEDSI technical expertise / management | 80% | Programme |
| G7 Social Development Adviser (CBS) | Diversity / Inclusion | 20% | FTE |
| HEO Human Rights Officer | Human rights / programme delivery | 20% | FTE |
| SEO / HEO ACE Manager | Programme management | 15% | FTE |
| G7 / SEO ACE Head | Programme oversight | 5% | FTE |
| G7 / SEO Commercial Advisor | Commercial and contract oversight | 5% | FTE |
| **Total staff requirement** | | **1.5 person** | |

119.   **The UKB SDA role will be the only programme-funded role** under this programme supported by strong VfM considerations (see appraisal case).

### Programme's governance

120.   <u>Under Component 1</u>, **overall implementation oversight will be with the Project Committee composed of BEK and UN Women representation.** The committee will meet twice a year and will comprise of RIVA SRO/PRO, Country Representative and Deputy Representative from UN Women. To further efficiency and create synergies with other programming efforts, UN Women will report on implementation as part of its overall Country Programme to the Advisory Committee, led by MWCSC and established in the MoU between the Ministry and UN Women. The Advisory Committee meets annually

and includes participation of all those funding UN Women's current Strategic Note and will be extended to BEK.

121.    **To promote ownership and engagement with the provincial and local governments,** a local level committee will be formed under the leadership of the Provincial Ministry of Social Development/relevant ministry / Social Development Committee and meet quarterly. The Mayors, Deputy Mayors and ward chairs of project areas will also be the members of the committee.

122.    **Implementation will be led by UN Women Gender-Responsive, Inclusive Governance Team**, under the coordination of a team leader and programme officer. UN Women will provide its technical and professional advice and guidance, including support and monitoring by the in-house technical secretariat, which will be established to launch the call for proposals and monitor implementation. This will bring together both programme, strategic support units and operations colleagues to jointly facilitate the smooth implementation and regular tracking of progress including capacity development.

123.    **UN Women, following principles of inclusion and expanding collaboration with feminist organisations/WROs,** especially those representing women with intersecting identities and newer groups, will hold orientation sessions to address questions and encourage applications. The technical secretariat will assist selected partners in finalizing plans and hold regular meetings (monthly, then quarterly) to review progress, address challenges, capture learnings, and explore communication opportunities. These meetings will also offer grant partners a platform to share experiences, fostering collaboration and involvement in decision-making. Partners will provide quarterly progress updates as part of the agreement.

124.    **In addition, UN Women's Provincial Coordinators will engage closely with the Programme Officer and BEK Provincial Engagement Facility (PEF),** supporting field level coordination with the feminist organisations/WROs and local government, as well as identify opportunities for collaboration with other ongoing programmes.

125.    **<u>Under Component 2,</u> the Commercial Supplier/s will be held accountable through a contract.** The contract will be structured around the ToRs which will specify tasks and deliverables. Payments will be based on achievement of proposed agreed milestones.  We recognise the innovative nature of the programme based on demand driven TA support, and levels of risk associated.  Opportunity to refresh milestones in response to changing circumstances will form part of the AR process but will only be done so if deemed essential and based on advice from Commercial Directorate.

## Monitoring, Evidence & Learning

126.    **The principal way that the BEK will monitor results will be through partner reporting.**  BEK will work with partners to ensure that the data they provide is disaggregated appropriately and analysed as this will help us monitor whether our target groups and the most vulnerable are being effectively reached by our programme. Progress and results reporting arrangements will be finalised during negotiation of the partners. The RIVA team will undertake regular field visits and spot check to ensure opportunities to meet with the organisations and communities supported as well as the relevant local government counterparts. This will feed into the monitoring framework of the programme.

127.    **BEK will complete an Annual Review of project progress plus a Project Completion Review at project end, as part of its standard project reporting requirements**. A log frame covering the programme's main components will be used to track progress using realistic and measurable indicators to be agreed with implementing partners during the inception phase.

128.    **Under both Component 1 and 2, an integrated and adaptive approach to monitoring, evaluation, and learning (MEL) will be implemented** through real-time monitoring and learning to ensure that project interventions remain relevant to both external and internal operating environments with three main strategic purposes: (i) programme accountability; (ii) generating evidence to inform decision-making processes; and (iii) promoting learning culture on GEDSI, particularly donor support to collectivisation, movement building and feminist leadership.

129.    **Both quantitative and qualitative data will be systematically collected, analysed, and used**. Under component 1 a baseline study will be conducted to generate baseline data for the proposed results

indicators against which the performance of the programme will be monitored. Towards the end of programme, an endline study will be carried out replicating the same methodology used for the baseline study to assess overall effectiveness of the programme. This data will also inform and feed into the planned reviews and evaluations. A mid-term review will be conducted to assess progress and identify lessons learned from programme implementation, including revalidation of the ToC. A final evaluation will be conducted at the end of the programme, in line with the UN Women Evaluation Policy, focusing on the assessment of outcome-level results and lessons learned.

130.    **A knowledge management strategy will be developed during the inception stage of the project** with a focus on: 1. strengthening knowledge production, analysis and learning using a feminist and intersectional approach; 2. use of qualitative and participatory research methodologies (including equitable storytelling for measuring social norms) in collaboration with diverse women and excluded groups; 3. strengthening knowledge sharing and exchange between UN Women, FCDO, GoN and CSO partners; 4. developing a learning culture through exchange and knowledge-sharing with a focus on experiences and lessons of the WROs/CSOs and networks.

## Risk Management

131.    **The risk rating for this programme is assessed as moderate**. A summary of the key risks can be found in Annex A. The programme risks will be monitored in line with FCDO's PRoF rules and risk policy. FCDO risk policy is designed to encourage regular, honest, structured discussions on risk. We will establish an online risk register (with specific risks and tailored mitigation plans) and set risk appetites for each of the seven relevant categories. We will update the risk register at minimum on a quarterly basis, or more regularly a new risk emerges, or an existing risk worsens. We will always escalate risks outside of appetite up the line management chain as appropriate, and these escalations will be documented; the PRO and Programme Manager will lead on risk reviews and updates.

132.    **From the outset, the RIVA team will emphasise the UK's expectations on risk management from partners** including on reporting on fraud and safeguarding. Risk will be discussed with our partners in our quarterly meetings where risk will be a standing agenda item. Partners will include an update to risks in their reporting. To inform effective risk management for the programme, we will assess a combination of sources such as: risk management reports, delivery chain risk mapping, internal audit reports, annual reviews, financial statements, and also feedback and experience from partners, programme stakeholders and field visits.

133.    **All allegations of fraud, corruption or mismanagement will be reported to FCDO's Internal Audit Investigations Directorate for review**. In line with UK's policy, BEK has a zero-tolerance approach to fraud and corruption and will take all allegations seriously. Furthermore, any allegations of safeguarding will be reported to reportingconcerns@fcdo.gov.uk. Partner MoU/Contracts will include these clauses.

## Annexes

### Annex A – RIVA Risk Register

| Category and Description | Mitigation Strategy | Residual Risk |
|---|---|---|
| **Strategy & Context**: Changes in the political landscape or civil disruption arising from socio-political issues that might impact the programmes' ability to implement e.g. elections, change in government leadership, etc. This could also include changes in global normative framework and reforms that could | 1.  Under component 1 UNWN will leverage the MoU with nodal ministry (MWCSC) to ensure continued implementation of programme, in line with the national Gender Equality policy.<br>2.  UNWN will engage the government partners in advisory capacity during programme formulation and implementation, including through the mechanism of project steering committees - leveraging joint initiatives, such as the PLGSP. | Moderate |

| Risk | Mitigation | Rating |
|---|---|---|
| lead to a shrinking space for gender equality activism and women. | 3. Continue to support advocacy efforts, including by women's groups/networks, to prioritise the formulation/amendment of key GEDSI related laws and policies. | |
| **Strategy & Context:** Adverse/extreme weather conditions make it difficult to operate or deliver the project, e.g. floods, earthquake etc. This includes sudden weather or climatic conditions or natural disasters (like earthquake, flood) or hazards and its impact on WROs, CSOs and their beneficiaries due to weak policy frameworks on GEDSI responsive Disaster Risk Reduction. | 1. Ensure partners and suppliers/vendors contracted are well experienced and equipped to respond in situations of inclement weather, preferably with presence in target districts. <br> 2. Ensure partners and suppliers have robust and regularly updated Business Contingency Plans and Disaster Recovery Plans, and potentially insurance coverage. | Moderate |
| **Strategy & Context**: Safety and security risks that have an impact on the safety and security of implementing staff, WROs, CSOs as well as the communities in which the programme operate. | 1. Ensure that all implementing partners have a security plan to protect their personnel and property. <br> 2. Provide inputs and review the Security Management Plan and ensure that all staff members are oriented on it. <br> 3. Maintain regular communication with on the ground partners on safety of women and partners to keep updated with the security situation in provinces where the programme is implementation. | Moderate |
| **Policy & Programme Delivery**. FCDO ODA budgets allocation many fluctuate during the implementation of RIVA, which may impact on the pace of delivery and achieving results including sustainability risks such as creating a dependency that can make CSOs vulnerable if funding is suddenly reduced or withdrawn. | 1. The programme is designed to be flexible and agile to align with changes in the budget allocation and plan ahead to reduce this risk. <br> 2. Work with partners in an early and transparent manner to identify key activities and core objectives that will need to be prioritised to ensure results are still delivered and contingency plans are developed. | Minor |
| **Policy & Programme Delivery:** Implementing a new programme within BEKs portfolio can strain existing programme management capabilities and time. | 1. FCDO will ensure sufficient resources and expertise to manage the programme and help forge new partnerships. <br> 2. Review the composition of the team annually to ensure there is the right level of staffing to help oversee unforeseen challenges that could impact the programme's overall success and the team's capacity to manage other ongoing initiatives effectively. | Minor |
| **Policy and Programme Delivery:** Selected WROs and CSOs may lack adequate capacity that could lead to inability utilise funds in a timely, efficient and result-oriented manner, impacting negatively on the achievement of programmatic results and longer-term sustainability. | 1. Investments in capacity development of WROs and CSOs on programmatic and financial management will be provided. <br> 2. Risk will be identified at an early stage through quarterly monitoring of WROs/CSOs and additional interventions will be identified to improved capacity development and support with longer term sustainability of the WROs/CSOs supported. | Minor |
| **Safeguarding:** A programme targeting organisations that work with vulnerable women, girls and excluded groups present increased safeguarding risks as grantees or sub-grantees may not have appropriate risk management systems in place. | 1. Ensure that all partners have robust safeguarding measures in place. Relevant due diligence processes will be carried out when engaging with partners on this programme which will help identify and activate areas for further capacity-building including strengthening the implementation of Safeguarding polices and procedures. <br> 2. Ensure robust risk assessment and engagement with partners to understand the operating context and explore delivery chain risks to identify and mitigate safeguarding risks. <br> 3. Ensure engagement with FCDO safeguarding champions where necessary and conduct orientation and trainings on preventing and responding to Safeguarding incidents when they occur. | Moderate |
| **Safeguarding:** Staff from WROs and CSOs may face backlash, violence, stigma, distress, or other harm due to interventions that destabilise norms around gender and social exclusion. This could jeopardise their work due to personal security risks. | 1. Ensure that all delivery partners have clear GEDSI strategies and safeguarding policies in place and that they are implemented. <br> 2. Set clear a communication and operational strategy to ensure the programme is not seen as divisive. <br> 3. Ensure that the issue that WROs and CSOs work on is driven by the local community and beneficiaries and their own risk assessments, rather than be predetermined by FCDO and the implementing partners. | Moderate |
| **Reputational:** There is a risk of negative public and media perception of FCDO and its implementing partners working on politically sensitive inclusion agendas in Nepal. This stems from the contentious nature of these issues, including perceptions of imposing external values and backlash from opponents of gender equality and inclusion. Additionally, | 1. Guidelines for personal use of social media and correct use of FCDO branding will be shared while onboarding new implementing partners. <br> 2. Maintain transparent communication with key stakeholders, the media and partner organisations, to manage perceptions and build trust. <br> 3. A comprehensive communication strategy will be devised for addressing and mitigating the consequences of any risks. | Moderate |

| public misunderstanding or misinformation about GEDSI goals could result in negative media coverage. | 4. PEA will be developed and regularly updated and analysed to mitigate unintended harm caused by the programme. | |
|---|---|---|
| **Financial & Fiduciary:** Fraud risks may occur due to ineligible expenditures by partners including WROs/CSOs, improper use of advances, falsified documentation, material errors in reporting of expenditures, misuse of funds and resources. | 1. Orient implementing partners on FCDO expectations to prevent and mitigate against fraud associated risks.<br>2. Ensure due diligence is carried out and risk-based capacity assessment in selecting of WROs/ CSOs. This will include a thorough analysis of financial and administrative policy and processes to ensure that selected partners have standard practices in terms of financial and procurement management.<br>3. Ensure that capacity assessment is reviewed/updated on a quarterly basis during implementation. This will include identification of weaknesses, risks or gaps, which could lead to possible audit issues.<br>4. FCDO and implementing partners will conduct quarterly monitoring and occasional spot checks.<br>5. Capacity building of WROs/CSO will include training on preventing fiduciary risk and strengthening the implement of anti-fraud and anti-corruption policies. | Moderate |

## Annex B – Evidence Base for the Preferred Option

- **A persistent lack of investment continues to hinder the advancement of GEDSI and the achievement of SDG 5 both globally and in Nepal.** This is evident in national budgeting and the allocation of ODA. Between 2021 and 2022, the proportion of bilateral ODA from OECD DAC members aimed at gender equality and women's empowerment fell to 43%, down from 45%, marking the first decrease in a decade of growth[78]. By 2022, only 0.2% of ODA was allocated to reducing gender-based violence, reflecting a broader global pushback on gender equality and women's rights issues.

- **Marginalised groups, such as LGBT+, indigenous, young feminists, and sex workers, receive even less funding**. The median budget for LBQ groups in 2017 was less than £9k with one third of having never received external funding[79]. In Nepal, a 2021 study on Gender Financing[80] highlighted the need for better data to compare national and international gender financing. Nepal-based WROs and feminist movements emphasized the insufficiency of funding, noting that donor priorities have shifted, further restricting funding opportunities.

- **In its 2021 study, Association for Women's Rights in Development (AWID) found that globally key constraints for donors to fund feminist movements included**: a lack of internal capacities to manage grants; lack of experience of feminist organising and its needs; short and strict policy cycles; funding thresholds that are either too low or too high; resistance to pooling funds or regranting; and formulaic approaches to due diligence. While most CSOs prefer unrestricted funding, it is particularly beneficial for smaller organisations with limited options for generating discretionary income. As such, unrestricted funding is often the most appropriate option for supporting partner country CSOs and helps to reinforce local leadership by enabling them to articulate their own needs and achieve their own goals.

- **As outlined in the Strategic Case, evidence increasingly shows that women's organisations and movements play a crucial role in advancing gender equality**. Dr Laurel Weldon's research, spanning from 1975 to 2015, highlights that strong, autonomous feminist movements are effective in representing women's perspectives, influencing public opinion, shaping policy agendas, resisting setbacks to women's rights, and changing institutions and gender norms. These movements are vital in areas such as combating violence against women, securing reproductive and economic rights, achieving marriage equality, and reforming family law and childcare[81].

- **Evidence globally demonstrated through the Equality Fund and UN Women's funded programme ProDefensoras Colombia**[82] has demonstrated that women's individual and collective capacity building is crucial for movement building, strengthening women's voice and agency and enabling them to advocate for human rights, and promote social norms change. Policy interventions and autonomous actions that build women's political agency and foster networks of solidarity have been crucial in advancing gender equality. For instance, in Pakistan, the formation of cross-party women's caucuses in parliaments has facilitated significant policy advancements[83].

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[78] https://one.oecd.org/document/DCD/DAC/GEN(2024)1/en/pdf
[79] Formative Evaluation of the Partnership for Gender Equality (2024). The Evaluation Division *Global Affairs Canada*
[80] Plan International, Publish What You Fund, Save the Children (2021), Gender Financing in Nepal: Mapping funding to improve gender equality.
[81] Weldon et al. New Dimensions of Global Feminist Influence: Tracking Feminist Mobilisation Worldwide 1975-2015 (2020) https://www.sfu.ca/content/dam/sfu/politics/FeministMovement/Working%20Paper%201.pdf
[82] ProDefensoras Colombia is an alliance between UN Women Colombia, the Norwegian Embassy, the Ombudsman's Office of Colombia and women human rights defenders, which seeks to consolidate safe and protective environments so that women leaders, their organizations and communities continue to defend life, territory and contribute to peacebuilding in the midst of multiple conflict contexts
[83] Anderson, C.; Gaventa, et. a.l. (2022) 'Against the Odds: Action for Empowerment and Accountability in Challenging Contexts', A4EA Policy and Practice Paper, Brighton: Institute of Development Studies.

- **The COVID-19 crisis highlighted the critical role that WROs play in crisis situations**. WROs among the first responders, with invaluable knowledge of local communities. As the Gender and Development Network[84] noted in evidence to UK Parliament in May 2020, COVID-19 has demonstrated how WROs had to fill the gaps left both by the removal of ex-patriate staff from aid organisations and embassies, and the closure of key public services like schools, sexual health clinics and domestic violence shelters.

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[84] A UK network of over 70 INGOs and experts working on gender equality and promoting rights of women and girls.

**APPENDIX C: GESI MAINSTREAMING EXECUTIVE SUMMARY**

Foreign, Commonwealth & Development Office/
British Embassy Kathmandu

# Gender Equality & Social Inclusion Mainstreaming Research

Extended Executive Summary

29 March 2024

# Table of Contents

# Authors, Acknowledgements & Disclaimer

# 1. Introduction

The Gender Equality and Social Inclusion (GESI) Mainstreaming Research Project is a one-year qualitative study commissioned by the United Kingdom (UK) Foreign, Commonwealth and Development Office (FCDO) and British Embassy Kathmandu (BEK). The research was undertaken by Adam Smith International (ASI) with the purpose of generating learning on how to include a meaningful focus on GESI within 'mainstream' development programmes.

This research was designed to answer three overarching research questions (RQs) with the intention that findings will practically inform future work and promote higher standards in GESI mainstreaming:

**RQ1:** What evidence is there of what works well in GESI mainstreaming (and what doesn't), from the international experience and literature?

**RQ2:** How do BEK-funded programmes mainstream GESI into their work?

**RQ3:** How does GESI mainstreaming in documents such as business cases and annual reviews translate into real delivery and observable outcomes?

This extended executive summary presents an overview of findings from the GESI Mainstreaming Research Project. Links to the full report and accompanying resources can be found in Section 9.

# 2. GESI Mainstreaming Framework

The research team developed a framework or GESI mainstreaming (**Error! Reference source not found.**) which would allow space for different GESI mainstreaming approaches to be explored, whilst also enabling a degree of consistency in the way data was collected, analysed, and presented. It was evident from the global literature that an intersectional lens needed to be placed at the centre of the framework. A relatively consistent focus was also placed on what the research team defined as three 'Essential Elements' which were found to enable effective and meaningful GESI mainstreaming.

**Three Essential Elements of Effective GESI Mainstreaming**

- **Essential Element 1:** A systematic approach through strong **leadership and accountability** to motivate and enable a focus on GESI within programmes.

- **Essential Element 2:** GESI being integral to programme teams through the development of **GESI capacity and an inclusive team culture**.

- **Essential Element 3:** An outcomes focus, with an emphasis on GESI **results, ongoing learning, and adaptation** within programmes.

Although distinct, these 'Essential Elements' were presented in the literature as being highly interconnected and required in combination. There was no suggestion in the literature that a sole focus on any
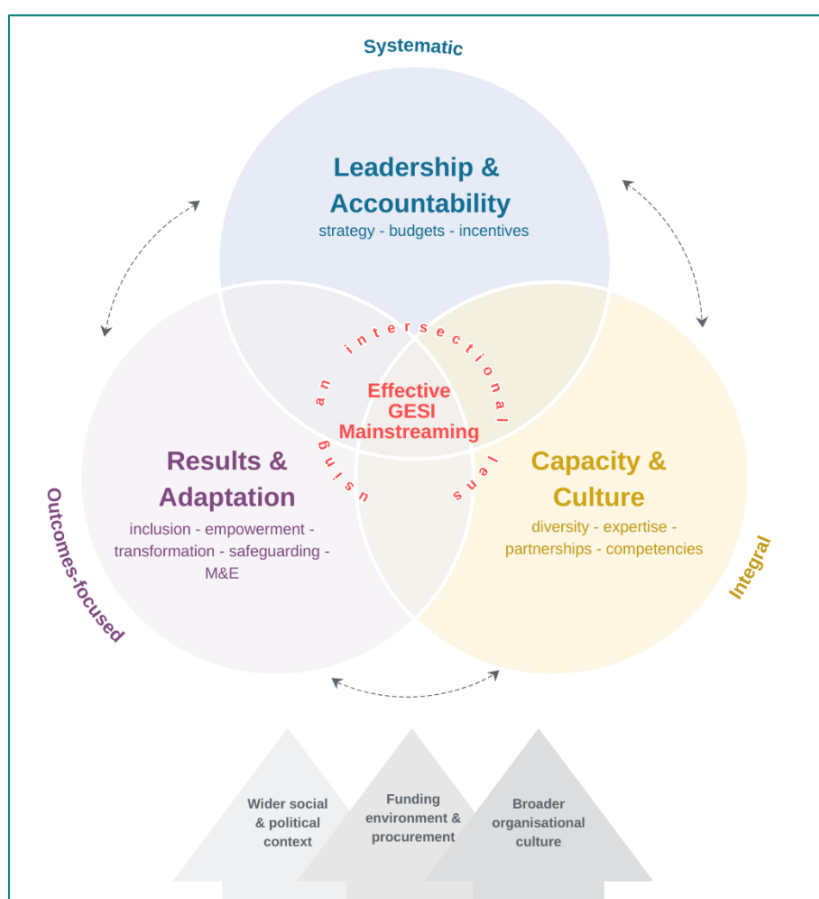


Figure 1 GESI Mainstreaming Framework

of one of these areas was sufficient in itself, but rather that all three areas needed attention as part of an overall approach to GESI mainstreaming.

**Twelve Common Approaches to GESI Mainstreaming**

Under the three Essential Elements, sources consistently underlined the value of certain approaches to GESI mainstreaming. These were either confidently promoted, for example through guidance, or were those which had been identified as valuable through reviews and evaluations. The approaches identified across the literature were clustered into a set of 12 'Common Approaches' to GESI mainstreaming. These were then mapped to the three Essential Elements in the GESI mainstreaming framework, as outlined in Table 1.

**Table 1 Essential Elements & Common Approaches to GESI Mainstreaming**

| Essential Elements | Common Approaches to GESI Mainstreaming |
|---|---|
| **Leadership and accountability** to motivate and enable a focus on GESI within programmes. | 1. Establishing programme GESI strategies.<br>2. Budgeting for GESI mainstreaming within programmes.<br>3. Motivating programme teams to work on GESI. |
| GESI **capacity** within programmes **and an inclusive team culture**. | 4. Diversifying programme teams.<br>5. Including GESI experts within programmes.<br>6. Establishing GESI-focused partnerships within programmes.<br>7. Training teams on GESI. |
| A focus on GESI **results, ongoing learning and adaptation** within programmes. | 8. Using intersectional GESI analysis within programmes.<br>9. Strengthening the participation and reach of programmes.<br>10. Incorporating GESI-focused interventions within programmes.<br>11. Addressing additional risks associated with work on GESI.<br>12. Tracking progress on GESI by programmes. |

**Wider Contextual Factors**

The wider social and political context, funding environment and broader organisational culture were also emphasised in the literature as playing an important enabling or constraining role. These were therefore included in the diagram, including: 1) Funding environment and procurement; 2) broader organisational culture; and 3) social and political context.

**A note on terminology:** A plethora of overlapping terms have been used in the development sector to describe GESI mainstreaming practice, including references to programmes being 'gender sensitive', 'using a GESI lens', being 'inclusive' and so on. A clear message conveyed by the literature was that the array of gender and GESI-related terminology and jargon used has been confusing and off-putting in terms of encouraging people to engage. With this in mind, effort has been made in this extended summary (and in other outputs from the research) to use clear and accessible language when describing approaches to GESI mainstreaming and to be as precise as possible, avoiding vague terms.

# 3. Research Methodology

The research methodology was divided into three interlinked stages:

**Stage 1:** Global literature synthesis. The research began with a synthesis of global literature on GESI mainstreaming. The focus here was on answering RQ1 through the review of a sample of 36 documents.

**Stage 2:** BEK portfolio review. Following the Stage 1 Global Literature Synthesis, the research moved on to a review of the BEK portfolio of programmes. The focus here was on seeking to answer RQ2 through interviews and review of a selection of documents for a sample of 15 programmes in the BEK portfolio.

**Stage 3:** Deep-dive case studies. Following the Stage 2 BEK Portfolio Review, the research team took a closer look at a sub-set of four BEK programmes using semi-structured interviews to answer RQ3.

# 4. Use of GESI mainstreaming approaches within the BEK portfolio

The GESI Mainstreaming Framework was used to review efforts across the BEK portfolio. **Error! Reference source not found.** captures the use of the 12 Common Approaches across the sample of 15 BEK programmes. The Essential Elements are noted in the centre of the figure and, as in the framework, the numbered Common Approaches are clustered around each of these. The other numbers within the figure indicate the number of BEK-funded programmes which were found to have used each Common Approach. The numbers in white in the darker shaded areas represent programmes which had made considerable effort to use the approach. The numbers in black within the lighter shaded areas represent programmes which had used the approach but only to a limited extent.
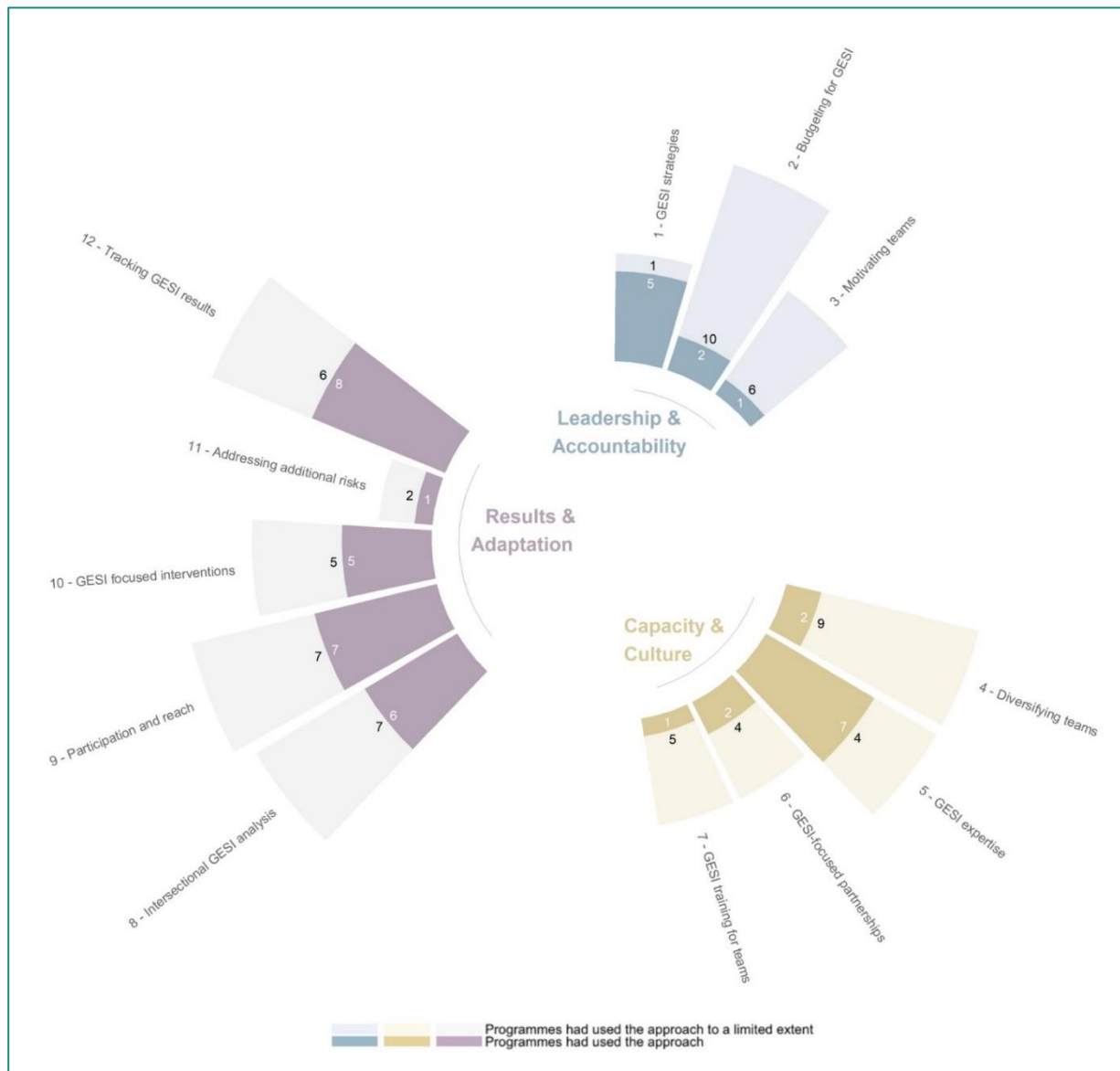


**Figure 2 GESI Mainstreaming in BEK Programming**

**As shown in** Error! Reference source not found.**, GESI mainstreaming approaches across all three Essential Elements had been used within the BEK portfolio.** However, focusing in on the programmes which had made clear and concerted efforts to use the Common Approaches highlights a considerable degree of variability across the portfolio. This suggests there is no standard way in which BEK programmes have approached GESI mainstreaming. Rather, programmes have been using a variety of approaches to varying degrees and some have been doing far less than others.

**Concerted efforts by programmes to use Common Approaches were largely concentrated around Essential Elements 2 (capacity & culture) and 3 (results & adaptation).** Approximately half of the

portfolio had invested in GESI expertise within programme teams (Common Approach 5) and conducted GESI analysis to inform programme design (Common Approach 8). The same proportion had sought to track progress on GESI through disaggregated data and/or standalone GESI indicators (Common Approach 12). Approximately a third of programmes had developed GESI strategies and the same proportion had expanded the scope of their programmes to include targeted work on GESI (Common Approaches 1 and 10).

**Some mainstreaming approaches had been used far less often across the portfolio.** Far fewer had intentionally established dedicated budget lines for GESI mainstreaming (Common Approach 2) and only one programme clearly articulated that leadership had proactively sought to motivate their team to work on GESI (Common Approach 3). Under Essential Element 2, only a small minority of programmes had intentionally recruited diverse teams (Common Approach 4), had partnered with organisations with GESI expertise (Common Approach 6), or had clearly invested in developing the knowledge, competencies, and skills of teams to work on GESI (Common Approach 7). Very few programmes had documented or clearly articulated efforts to consider and address backlash and other risks related to GESI mainstreaming (Common Approach 11). This is in contrast to the global literature which placed an emphasis on each of these approaches.

# 5. Findings on Essential Element 1: Leadership & Accountability

Programme leadership was consistently underlined in the global literature as a crucial element of effective GESI mainstreaming, with a lack of progress on GESI often blamed on insufficient or inconsistent leadership.

**GESI Strategies**

The need for programme leads to demonstrate and elevate commitments to GESI mainstreaming through programme GESI strategies was emphasised across the global literature. In contrast, there was considerable inconsistency across the BEK portfolio in terms of whether programmes had developed GESI strategies. However, where GESI strategies had been used by BEK programmes, implementing teams often valued these, especially where they were linked to practical action plans. Programmes that had GESI strategies had used more GESI approaches than others.

Some programmes had developed GESI strategies after inception phases, reducing their influence on programme design. This chimed with global literature which underlined the value of providing clarity on GESI ambitions and approaches early on in a programme. Some BEK programme GESI strategies were also weakened by a lack of conceptual clarity and a limited focus on intersectionality. The status of some programme GESI strategies was unclear, with a lack of evidence that they had been used and implemented.

**Budgeting for GESI**

Sources within the global literature review stressed the fact that GESI mainstreaming requires a dedicated investment of resources with budget allocations for GESI needing to be explicit and visible. It was common for programmes across the BEK portfolio to have spent some resources on GESI mainstreaming. However, any budgeting for GESI within BEK programmes tended not to be visible and transparent. Resources for GESI-related work tended not to have been consistently allocated or spent throughout the programme cycle.

Only a minority of BEK programmes had explicitly earmarked resources for GESI and/or had tracked how much they were spending on GESI mainstreaming efforts, with programme teams indicating that it was far easier to budget for and track spend on GESI-focused interventions than it was for GESI efforts which were woven into wider programmes interventions. BEK programme teams underlined the importance of donor expectations on GESI spend in terms of influencing budgeting and spending by implementing partners.

**Motivating Teams**

The global literature emphasised the value of programme leads intentionally motivating their teams to address GESI through their work. A lack of accountability, especially of managers, was identified as a

factor which had hindered progress on mainstreaming. The literature suggested a mix of staff performance assessment against GESI targets, sharing of learning on GESI mainstreaming approaches and outcomes, and integration of GESI reflection into reporting templates and meetings to help encourage and drive GESI mainstreaming, although evidence confirming the impact of these was limited.

There was considerable inconsistency in terms of BEK programmes seeking to motivate their teams to work on GESI through some form of recognition or reward. The programmes which had made efforts in this area had tended to concentrate on general messaging about the importance of GESI as a value, rather than programme leads taking intentional steps to motivate their teams to address GESI through their work.

There was little evidence of accountability mechanisms being used by implementing partners to hold programme teams to account for progress on GESI. In the absence of concrete accountability or reward mechanisms, it appeared that GESI mainstreaming efforts within the BEK portfolio tended to depend on individual interest and initiative. Whilst there was some mention of GESI mainstreaming being incorporated into programme team members' job descriptions, it was often unclear whether these had gone on to be included in any meaningful way in performance appraisals.

# 6. Findings on Essential Element 2: Capacity & Culture

Global literature highlights that addressing GESI in the internal workings of programme teams makes them better equipped to address GESI through programming.

**Diverse Recruitment**

Sources in the global literature not only underlined the importance of recruiting diverse teams but also the need to encourage diversity to be valued so that alternative perspectives are shared, listened to, and acted upon. Almost two thirds of BEK programmes were able to point to some degree of diversity within their teams, especially in terms of the recruitment of women. However, in most of these programmes it was unclear how proactively this had been prioritised or whether the diversity that had been achieved by implementing partners was incidental. Overall, there was a degree of inconsistency across the portfolio in terms of whether and to what extent diverse recruitment has been prioritised by programmes. Diversity that had been achieved tended to be considered valuable by programme teams, who believed the lived experience of marginalisation led to strengthened programming. A lack of diversity in many parts of government meant that including women and people from marginalised groups in programme and technical assistance (TA) teams was an immediate way of bringing diverse voices and perspectives into meetings and events.

For BEK programmes that had taken a more proactive approach to promoting diversity, challenges in recruiting candidates from marginalised backgrounds had prompted them to re-evaluate recruitment criteria and seek to widen applicant pools. Programmes highlighted challenges in recruiting candidates from marginalised groups who had necessary expertise for roles with programmes. For several programmes, a lack of candidates from diverse backgrounds led to what they perceived as a tension between promoting diversity and merit-based recruitment.

In several cases, an emphasis on diverse recruitment within programme teams had been driven by BEK as well as wider organisational commitments of implementing partners. It was helpful to have a mutual understanding that diverse recruitment takes time and would sometimes mean that implementing partners needed to take a chance on candidates who were not always the most obvious choice.

Despite being emphasised in the global literature, very few efforts were identified within the portfolio which aimed to influence team culture to embrace and value diversity.

**GESI Expertise**

The global literature placed a consistent emphasis on the need to invest in some form of GESI expertise so that teams have access to the technical capacity needed to implement GESI mainstreaming. This was linked to evidence that GESI experts had strengthened mainstreaming efforts within programmes, and that performance was weaker when they were not in place. Several sources underlined the value of GESI

expertise being embedded in teams, being sector and context specific and being in place at the very start of programmes, before they are designed.

In line with this, the use of GESI experts was relatively common across the BEK portfolio, with a majority of programmes having brought at least some GESI expertise into their teams, either through permanent roles or for discrete inputs. A few programmes appeared to have had no input from GESI experts at all. Chiming with the global literature, these programmes appear to have done far less to mainstream GESI overall. In contrast, programmes which had embedded full time GESI experts in their programme teams often described the value this had added to programmes and the pivotal role they played in advocating for and helping to deliver mainstreaming approaches.

Where programmes relied on inputs from GESI experts outside programme teams, this often resulted in GESI experts being too far removed from the design and delivery details to meaningfully input and shape GESI mainstreaming. BEK programmes which had meaningfully invested in GESI expertise had tended to bring them into their core teams in full time dedicated roles with a clear set of responsibilities.

Whilst the global literature highlighted the role which GESI focal persons can play within GESI mainstreaming, there appears to be some confusion within the BEK portfolio where GESI focal persons who had little or no previous GESI experience were considered interchangeable with GESI experts.

Programmes employing multiple GESI specialists within their wider teams highlighted the benefit of this enabling a more nuanced understanding of contextual complexities and more tailored approaches to GESI mainstreaming. These experts also appeared to be able to work collectively as a team, rather than being a lone voice on GESI within the programme, something which was highlighted as valuable in the global literature. Having a GESI 'team' within BEK programmes was especially valued given a lack of cross-programme networking or collaboration among GESI experts.

The difficulty of recruiting GESI experts with combined expertise in gender inequality *and* social exclusion was raised as a challenge among BEK programmes, potentially impacting the scope of GESI approaches across programmes and resulting in limited use of an intersectional lens. A lack of professional development support for GESI experts within BEK programmes appears to be underpinned by an unrealistic expectation that GESI experts will come automatically equipped to work across every aspect of a programme without the need for any upskilling.

**GESI-focused Partnerships**

Several sources within the global literature highlight the value of working with local partners in helping to bring contextually relevant innovation to programmes and to enable access to marginalised communities. This was also framed within the literature as enabling programmes to contribute to longer term processes of change in support of GESI.

In contrast to the global literature, the BEK portfolio demonstrated limited use of partnerships to enhance GESI capacity within programmes. Approximately a third had made some effort in this area but only two appeared to have actively engaged in strong collaborations with GESI-focused organisations. Working with partners to strengthen GESI capacity within programmes was in fact one of the least used approaches within the BEK portfolio, perhaps surprising given the number of programmes seeking to mainstream GESI in their work.

More commonly, however, BEK programmes had engaged with civil society organisations, including those with GESI expertise, as part of consultations. Others had also supported various levels of government to engage with civil society organisations and seek their inputs, for example during policy or strategy development. Where BEK programmes had actually partnered with GESI-focused organisations, these collaborations appeared to have added value to programmes, including enabling interventions to strengthen collective voice. Several GESI experts within BEK programme teams thought that partnering with GESI-focused organisations would have been beneficial. They also felt that such partnerships could have helped to strengthen the understanding and capacity of programme team members to work on GESI. However, it appears that GESI experts rarely had the authority, budget, or flexibility within BEK programmes to bring in local or international partners focused on GESI.

**Team Training**

Within the global literature a lack of knowledge and skills among teams was identified as a considerable barrier to progress on GESI mainstreaming. Training was consistently highlighted as a valuable part of a

wider approach to competency development. Several sources pointed to the importance of team members being personally convinced of the need and value of GESI mainstreaming in order to achieve anything other than token gestures within programmes.

Despite the widespread emphasis within the global literature on the importance of strengthening the knowledge, competencies and skills of programme teams to mainstream GESI, surprisingly few BEK programmes had made concerted efforts in this regard. Several had made at least some investments in this area, and only two to a considerable extent, whilst others had not prioritised GESI training for their teams. Several implementing partners had delivered their own organisational training on GESI which was generic rather than tailored to specific programmes. This meant that GESI trainings were not necessarily timed to fit the programme timeframe and were delivered to different team members at different times, instead of at the beginning of the programme. This had meant that programme delivery started without team members having been trained on GESI mainstreaming.

A reliance on company-wide GESI trainings contrasted with the global literature which placed an emphasis moving beyond using training to provide general information on GESI. In some cases, 'GESI training' or orientations simply communicated GESI as a value and something which team members should be aware of. With few exceptions, trainings lacked a focus on fostering a sense of commitment to GESI mainstreaming and crucially building the skills needed to deliver it. Programmes appeared to lack clarity about whether BEK programmes could use budgets to train programme teams. Several BEK colleagues appeared to subscribe to the notion that implementing partners should come equipped with GESI knowledge and mainstreaming skills and should not need to be trained using BEK resources.

# 7. Findings on Essential Element 3: Results & Adaptation

**Intersectional GESI Analysis**

Global sources highlighted the potential for operationally focused GESI analyses to strengthen GESI mainstreaming within programmes, in particular by enabling barriers for marginalised groups to be identified and understood.

In line with this, most programmes within the BEK portfolio had conducted some form of GESI analysis at some stage, with varying degrees of depth and detail. It was especially commonplace for some form of GESI analysis to have been included in the business cases for BEK programmes. These early analyses were often fairly broad-brush and whilst in some cases they had helped to broadly establish that GESI was within the scope of a programme, they were often not fine grained enough to inform specific activities or interventions.

Limited and inconsistent use of intersectional analysis by BEK programmes meant they were often unable to consider multiple and overlapping forms of discrimination and exclusion. In some cases, BEK programmes described their GESI analyses as having been intersectional, although it was clear that perspectives varied about what using an 'intersectional lens' really meant.

Despite an emphasis in the global literature on the need to ensure GESI analysis is used, the connection between GESI analysis and its influence on programme design was not always explicit. Where GESI analysis had been used to inform BEK programme design, it was common for this to have led to GESI-focused interventions or minimal efforts to tweak mainstream interventions, rather than fundamentally reshaping them in order to benefit marginalised groups. In line with the global literature, programmes tended to find GESI analysis most valuable when it was conducted on an ongoing basis for specific activities and interventions and was built into programme processes, rather than in the form of one broad GESI analysis at the start. Notably, the programmes which did this were those who had GESI expertise within their teams or access to ongoing support from a GESI expert.

In contrast, some programmes within the BEK portfolio viewed GESI analysis as a one-off activity. Here, the classic programme cycle which positions GESI analysis as an initial activity may have been unhelpful. Whilst some BEK programmes had gone on to do more specific GESI analyses to inform their targeting and planning, in others a lack of analysis for specific interventions or components has meant important GESI issues have been overlooked. This has led to some interventions which are far more simplistic than it is common to see in standalone GESI projects and programmes.

**Participation and Reach**

Global literature emphasised the importance of programmes addressing the challenges and barriers marginalised groups face in accessing and benefiting from programme interventions and resources. In line with this, it was common for BEK programmes to have made some effort to address barriers faced by particular groups. In many cases, these efforts had a strong emphasis on addressing the practical needs of women to enable their participation under existing government provisions. This ranged from simple messaging by members of BEK programme teams to raise awareness that the provisions existed and were important to more proactive steps to encourage and enable women's participation – and in some cases participation by historically marginalised groups.

In only a minority of BEK programmes, interviewees also referred to adjustments made to enable participation of people with disabilities. These tended to focus on basic intervention to address physical barriers rather than more complex work to address social barriers to meaningful participation. In some programmes, efforts to address barriers to participation appeared to be reactive rather than anticipated, with some quite obvious barriers only identified quite far into programme implementation.

Some programmes within the BEK portfolio had created spaces for certain groups to participate in, for example women, without consideration of intersectionality. Some programme teams reflected that adopting an intersectional lens would have added considerable value. Examples within the BEK portfolio suggested that despite the inclusion of women and some marginalised groups in programme activities, they faced ongoing barriers to their meaningful participation. There was often a lack of evidence of approaches being used to go beyond ensuring women and people from marginalised groups were 'at the table' in order to work towards meaningful participation and influence.

Most notably, some BEK programmes had adopted very broad definitions of terms such as 'vulnerability' and 'disadvantage' rather than focusing specifically on particular marginalised groups. These were preferred by some teams as they allowed space for looser definitions and less specific categories of people they were attempting to target. In contrast, a more specific focus on specific groups required programmes to engage with greater complexity, identifying and addressing multiple barriers and to engage with issues related to power, entrenched norms and discrimination. Some interviewees from BEK programmes therefore expressed some relief when BEK was comfortable with broader definitions as it reduced the pressure to target harder to reach groups and to engage with more thorny issues around power and historic marginalisation.

**GESI-focused Interventions**

Global literature underlined the importance of efforts to expand the scope of mainstream development programmes to maximise opportunities to contribute to empowerment and wider transformative change. These were often described as GESI-focused interventions and workstreams and additional components of work within mainstream programmes.

Most BEK programmes reviewed had included some form of GESI-focused activities or interventions, most commonly with a focus on women. BEK programmes that stood out here tended to have also invested in GESI expertise and had conducted analysis to better understand GESI issues. However, it was not always evident that BEK programmes had designed GESI-focused interventions on GESI analysis, especially where programmes had responded to opportunities presented in the wider context. Most commonly, BEK programmes had attempted to strengthen women's economic empowerment.

A number of BEK programmes had also included GESI-focused efforts through their work with government, most commonly at provincial and municipal levels. This included TA to support standalone GESI policies, although with little explicit emphasis on implementation. All BEK programmes which had invested in supporting GESI policies had also provided some form of GESI training or orientation to federal, provincial, and municipal officials and/or elected representatives. However, whilst programmes were able to provide data on the numbers of people trained, they tended to provide only anecdotal evidence of any shifts in terms of knowledge or decision-making as a result. Overall, it was unclear whether the delivery of GESI trainings and work to establish separate GESI policies represented a first step in a longer-term process of influencing change or whether these efforts would only ever have minimal effects. What also came through strongly was a lack of coordination among BEK programmes working with governments to develop GESI policies and deliver GESI trainings. Contrary to the global literature, a

focus on norm change, shifting mindsets beyond government and efforts to strengthen collective voice were uncommon within the BEK portfolio.

In contrast to the global literature, it was often unclear whether/how GESI-focused interventions connected with other programme interventions and outcomes. There was a sense among some implementing partners that it was more straightforward to include discrete GESI interventions within programmes compared to the complexity of weaving them into broader programme interventions and processes.

**Additional Risks**

The global literature highlighted the importance of programme leads seeking to understand and address potential risks associated with GESI mainstreaming, especially where efforts seek to challenge the status quo and challenge current power dynamics and resource distribution. It is important to emphasise that this research did not look at safeguarding practice within BEK programmes, but instead looked more specifically at whether BEK programmes had sought to identify and address risks which might stem from – or be exacerbated by – GESI mainstreaming approaches being used.

In contrast to the global literature, addressing additional risks related to GESI mainstreaming appeared to be the least used approach. There was little evidence that BEK programmes were seeking to identify or address any unintended consequences of GESI mainstreaming. Whilst it is possible that a review of programme safeguarding approaches would reveal that potential additional risks related to GESI mainstreaming were being addressed, few BEK programmes teams could describe potential unintended repercussions of their work on GESI, including intra-household tensions and community backlash triggered by efforts to challenge the status quo or target resources at certain groups. This was set against the backdrop of some government officials in interviews highlighting contextual factors which meant BEK programmes were being delivered in areas with risks related to violence, especially against women and girls. This included what they described as the prevalent harassment of women by men and widespread suspicion of work perceived as pushing a feminist agenda.

**Tracking and Reporting**

Addressing GESI through programme M&E was consistently recognised in the global literature as a vital aspect of mainstreaming, including the use of disaggregated indicators to identify who was accessing and benefiting from programmes. There was also an emphasis on the value of looking beyond disaggregation of programme indicators to develop GESI-specific outcomes and indicators.

Tracking of results through disaggregated data was the most commonly used approach to GESI mainstreaming within the BEK portfolio, even where few other GESI mainstreaming approaches had been used by programmes. However, there was considerable variation in terms of levels and types of disaggregation being conducted, not only across the BEK portfolio but even within individual programmes. Whilst several BEK programmes had disaggregated at both outcome and output level, most commonly disaggregation was focused on outputs and in some cases, only at activity level. In addition, within some logframes certain indicators had been disaggregated and others had not, without a clear logic or explicit rationale.

Sex disaggregation was the most common form of disaggregation, although where programmes had disaggregated by other social groups, it was not always clear how and why these had been selected. There was also a noticeable tendency among some BEK programmes to refer to broad categories of people when disaggregating, rather than specific groups. Disaggregated data had most commonly enabled BEK programmes to capture information about programme reach, although it was common for programmes to present disaggregated data as distinct, separate groups with a lack of attention to intersectionality. Some programme teams explained that the more complex disaggregation of programme data which looked at groups within groups would have better revealed who was benefiting from development programming – and who was not.

Despite the emphasis in the global literature on the importance of disaggregated data being used, it was often unclear within the BEK portfolio why certain forms of disaggregated data were being collected and whether they were being analysed and used with a clear purpose. In some cases, programme teams and government systems had collected sizable volumes of disaggregated data which were ever expanding but with little evidence that the datasets were being analysed and used to inform learning and decision making. This lack of analysis made disaggregated data far less useful to programme teams. The limited

analysis and use of disaggregated data was a gap which was acknowledged by some interviewees from programme teams.

Several BEK programmes were, at least to some extent, using a mix of both disaggregation and GESI-focused indicators to track progress. Some programmes which had used GESI-focused indicators felt they not only gave status to GESI but had enabled regular discussion about GESI mainstreaming. However, a strong emphasis in the global literature on GESI results was not consistently evident within the BEK portfolio. Instead, GESI indicators were often vague and open to interpretation, with an emphasis on mainstreaming efforts having been made rather than GESI results having been achieved. Overall, it was difficult to get a clear sense of what programmes had achieved in relation to GESI. Missed opportunities were evident in terms of using GESI-focused results indicators, both to elevate GESI ambitions and to capture the potential true value of programme interventions.

# 8. Conclusions

The findings of this research underline the relevance of the GESI mainstreaming framework, not only at a conceptual level, but as a practical tool to define the scope of GESI mainstreaming and the range of approaches it encompasses. All 12 of the Common Approaches included in the GESI Mainstreaming Framework have been used somewhere within the BEK portfolio. These yield plenty of examples of promising practice where specific efforts can be showcased and used to inspire others. However, what is also evident is a considerable degree of inconsistency across the portfolio, both in terms of whether approaches have been used at all by a programme – and in terms of how they have been used.

The nature of GESI mainstreaming means it cannot be a uniform process and some variation should always be expected. Nevertheless, the research has highlighted considerable gaps which have weakened GESI mainstreaming within BEK programmes. Rather than being based on conscious decisions about the mainstreaming approaches which would best suit individual programmes, this inconsistency appears to be underpinned by a lack of clarity about what GESI mainstreaming means and looks like in BEK programmes and what BEK's expectations and ambitions are in this regard. In the absence of this clarity, programmes have taken GESI mainstreaming in different directions: some taking a more meaningful and considered approach, others in a way which is far more superficial and potentially token.

Although the term 'intersectionality' frequently appeared in BEK programme documents, a truly intersectional approach appeared to have rarely been used. Doing so would have required programmes to engage with the complex, challenging and messy realities of how various forms of discrimination and marginalisation overlap, intertwine and compound one another. The use of an intersectional lens in programming would have necessitated far greater use of ongoing analysis to really understand existing power dynamics and patterns of disadvantage to inform programme interventions.

Deeply entrenched power dynamics – either explicit or implicit – act to maintain discrimination and inequality. Challenging these power dynamics and disrupting the status quo tends to be accompanied by some degree of pushback – or in some cases – backlash. Yet, few programmes within the BEK portfolio could articulate the risks which might accompany their mainstreaming efforts or describe ways they had sought to mitigate them through programme design and delivery.

As with any technical aspect of programming, GESI mainstreaming requires GESI expertise. The importance of this has come through strongly in the research, not only in the global literature but in the findings from the BEK portfolio. The research has also underlined that a GESI expert is not the same as a GESI Focal Person who has been allocated particular responsibility for work on GESI.

The research findings also underline the importance of diverse recruitment, bringing in perspectives which people cannot be trained to have but which are based on a lived experience of marginalisation. The research suggests this is an asset to programme teams which is worth investing in and adjusting timeframes to ensure. The global literature also emphasised the importance of implementing partners establishing partnerships with GESI focused organisations: those who already understand the complexity of issues, are familiar with interventions and the risks associated with them and who have access to marginalised communities. Yet few of these types of partnerships were evident within the BEK portfolio.

With a concentration of GESI mainstreaming efforts on formal policy change and attempts to shift mindsets within government, little was found within the BEK portfolio in terms of shifting social norms to support equality and inclusion, on more comprehensive approaches to empowerment, or on strengthening

collective voice among marginalised groups. Partnerships with GESI-focused organisations may have helped programmes widen their GESI mainstreaming efforts into these areas.

The global literature cautions against organisations being too focused on GESI mainstreaming as a process rather than a means to an end. The research highlights a risk of this within the BEK portfolio, with a tendency to limit GESI-focused indicators to output level and to collect disaggregated data – often in large volumes – with no clear purpose and plan for analysis and use. If linked to clear GESI ambitions set by BEK for its programme portfolio, a results focus to GESI mainstreaming could helpfully fix attention not just on what has been done in terms of mainstreaming but what has actually been achieved in terms of equality and inclusion.

# 9. Lessons

The GESI Mainstreaming Framework provides a practical tool to define the scope of GESI mainstreaming within development programming. The following lessons have emerged from the research which are of broader relevance to the donor community in Nepal and beyond. They are structured around the 12 Common Approaches in the GESI Mainstreaming Framework. In addition, a practical checklist for GESI mainstreaming has been developed, which builds on the research findings (see next page).

1. **Programmes can helpfully demonstrate and elevate commitments to GESI mainstreaming through the use of programme GESI strategies, especially where they were linked to practical action plans.** It is important that these are developed with an intersectional lens, providing conceptual clarity about what the programme means by GESI mainstreaming and what its ambitions are in this regard. It is also important that GESI strategies are timed in order to meaningfully influence programme design, developed initially during the inception phase and then revisited throughout the life of a programme.

2. **GESI mainstreaming requires a dedicated investment of resources, with budget allocations for GESI needing to be explicit and visible.** Donors need to set clear expectations on GESI-related budgeting by implementing partners, with actual spending being tracked throughout programme implementation. This is usually easier with GESI-focused interventions within programmes, rather than efforts to weave GESI into programme interventions. Calculations need to be explicit to ensure that spending on GESI has not been overstated.

3. **It is important for programme leadership to intentionally motivate their teams to address GESI through their work.** This needs to go beyond general messaging about the importance of GESI as a value, and instead focus on programme leads taking intentional steps to motivate their teams to address GESI through their work. Internal accountability mechanisms can be used to support GESI mainstreaming but it is important that efforts such as including GESI responsibilities in job descriptions is carried through to performance appraisals.

4. **Recruiting diverse programme teams and encouraging diversity to be valued so that alternative perspectives are shared, listened to and acted upon is an important aspect of GESI mainstreaming.** Diversity can help to bring a lived experience of marginalisation into implementing teams and can help strengthen programming. Given a common lack of diversity among government officials, ensuring diversity in programme teams can be an immediate way of bringing diverse voices and perspectives into meetings and events. It is important that donors understand that diverse recruitment can take time and sometimes means taking a chance on candidates who were not always the most obvious choice.

5. **GESI mainstreaming requires GESI expertise. This is most effective when GESI experts are embedded in full time roles which give them status within programme teams.** Programmes may need to employ multiple GESI experts to ensure that their GESI capacity matches the scale and scope of the overall programme. It is unrealistic to expect that GESI experts will automatically be equipped to work across every aspect of a programme without the need for any upskilling. GESI experts may therefore need some professional development support, accessed through programme budgets as an essential part of ongoing learning and development, so they can work effectively across programmes.

6. **Partnerships with GESI-focused organisations can enhance GESI capacity within programmes and add value to the design and delivery of interventions.** As well as encouraging and enabling GESI focused organisations to participate in consultations, it can be helpful for implementing partners

to establish partnerships with organisations such as WROs and OPDs, as well as those who represent historically marginalised and other excluded groups. This can help programmes have the capacity and expertise to integrate GESI into programme interventions as well as GESI-focused interventions. Emphasis needs to be placed on ensuring these partnerships are not tokenistic, exploitative, or purely transactional, but rather based on mutual respect and a two-way exchange of knowledge.

7. **As well as a commitment to GESI, programme teams need to be equipped with the knowledge and skills needed to play a role in GESI mainstreaming.** Organisation-wide GESI training provided by implementing partners is likely to be insufficient and too generic to equip teams with the skills they need. GESI trainings need to be tailored to the specific programmes which teams are working on. Donors can provide helpful reassurance and clarity to implementing partners about the use of programme budgets to deliver such programme-specific training. GESI trainings for programme teams can be effectively led by programme GESI leads. Inputs from external organisations which specialise in GESI and/or which represent or work with particular marginalised groups could also add value.

8. **Intersectional and operationally focused GESI analyses can strengthen GESI mainstreaming within programmes by enabling barriers to be identified and understood.** This will be most valuable when it is conducted on an ongoing basis and is built into programme processes, rather than in the form of one broad GESI analysis at the start of a programme. GESI analysis for specific interventions can help ensure their design reflects the complexity of inequality and exclusion and the barriers which need to be addressed.

9. **Programmes need to address the challenges and barriers marginalised groups face in accessing and benefiting from programme interventions and resources.** Clearly identified and defined categories of people can help reach those at risk of being left behind and who experience multiple forms of discrimination. In contrast, broad and loosely defined terms may mean programmes avoid engaging with thorny issues related to unequal power relations and historic marginalisation, leaving barriers unaddressed.

10. **Mainstream development programmes should identify opportunities to include GESI-focused activities or interventions, drawing on GESI expertise, analysis and GESI-focused partnerships to help them do so.** It is important that these aim to work towards results, for example GESI policy implementation, shifts in mindsets and norms to support GESI, empowerment of women from marginalised communities and collective voice.

11. **It is important that programme seek to understand and address potential risks associated with GESI mainstreaming, especially where efforts seek to challenge current power dynamics and resource distribution.** This includes being alert to the unintended consequences of GESI mainstreaming, including intra-household tensions and community backlash triggered by efforts to challenge the status quo or target resources at certain groups. An assessment of potential risks should be built into ongoing GESI analysis which takes into account both contextual and programmatic risk factors. These GESI-related risks and mitigation measures should be reflected in programme risk registers and reviewed on an ongoing basis.

12. **Addressing GESI through programme M&E is a vital aspect of mainstreaming, including the use of both disaggregated and GESI-specific indicators.** Disaggregation should enable intersectional analysis of how multiple, intersecting identities determine who is – and is not – benefitting. Disaggregation needs to have a clearly stated intended purpose and plan for analysis which will enable it to be used for accountability and to inform learning and decision making. GESI-focused indicators are helpful in terms of tracking progress, not only in terms of mainstreaming efforts but at outcome level with a focus on capturing GESI results.

# 10. Additional Information & Resources

Full Final Report: [link]

GESI Mainstreaming Checklist: See next page.

Presentation on research findings and application in development programming: [link]

FCDO project page: [link]

ASI project page: [link]

# GESI Mainstreaming Checklist

This checklist is for use by SROs and implementing partners to assess gender equality and social inclusion (GESI) mainstreaming within development assistance programming. The checklist is based on a global literature review and examination of real GESI practice within FCDO programming in Nepal. It was developed as part of a year-long research study commissioned the British Embassy Kathmandu (BEK), carried out in 2023-24 by Adam Smith International. While the checklist was developed for the Nepal context, it is applicable to programmes globally.

**Name of programme/component:**

| Checklist | Name | Role | Date |
|---|---|---|---|
| Filled by: | | | |
| Approved by: | | | |
| Next date for completion of checklist: | | | |

| Common Approach | Expected to have | Score | Notes, evidence and actions |
|---|---|---|---|
| **Leadership & Accountability** | | | |
| 1. **GESI strategy** | • Does the programme have a GESI strategy – and for those developed from 2024 - is it structured around the 12 Common Approaches in the GESI mainstreaming framework? <br> • Does the GESI strategy draw links to the outcomes in the programme logframe? <br> • Have commitments in the GESI strategy been reflected in programme workplans and is the GESI strategy regularly reviewed and revised throughout the life of the programme? | Yes <br><br> Somewhat <br><br> No | |
| 2. **Budgeting for GESI** | • Has the programme calculated how much they will spend on GESI over the life of the programme and in the year ahead? <br> • Do calculations include internal aspects of GESI mainstreaming (e.g., GESI training for the team) and external aspects (e.g., programme interventions)? <br> • Does the programme track spending on GESI and are calculations clear? | Yes <br><br> Somewhat <br><br> No | |
| 3. **Team motivation** | • Does programme leadership intentionally motivate implementing teams to address GESI? | Yes | |

| | | | | |
|---|---|---|---|---|
|  | • Is there accountability among leadership, management and implementors to support progress on GESI mainstreaming, for example through performance assessments against GESI targets?<br>• Do programmes have systems in place to recognise and reward achievements in relation to GESI within the programme? | Somewhat<br><br>No | |

| **Capacity & Culture** | | | | |
|---|---|---|---|---|
| 4. **Diverse recruitment**  | • Has the implementing partner managed to recruit a diverse programme team?<br>• Have efforts been made by the implementing partner to establish a team culture where diversity is valued?<br>• Has programme leadership ensured diverse perspectives within the team are heard? | Yes<br><br>Somewhat<br><br>No | |
| 5. **GESI expertise**  | • Has the implementing partner established an experienced GESI expert in a senior position within the team?<br>• Are there other GESI experts in the team and in field teams in numbers which are proportionate to the scale and scope of the programme?<br>• Have GESI experts within the team been provided with any capacity building support needed for them to work effectively, for example in relation to M&E or sectoral knowledge? | Yes<br><br>Somewhat<br><br>No | |
| 6. **GESI-focused partners**  | • Has the implementing partner established partnerships with GESI-focused organisations who work with marginalised groups?<br>• Does the selection of GESI-focused partners match the types of marginalised groups the programme is trying to reach?<br>• Beyond GESI-focused activities and interventions, are these partners strengthening a focus on GESI across the programme? | Yes<br><br>Somewhat<br><br>No | |
| 7. **Team training**  | • Has the programme team (including the field team and partners) received GESI training which is programme specific, and goes beyond organisation wide GESI training the implementing partner might provide as standard?<br>• Is the GESI training delivered by someone with the right expertise, and is it practically focused, going beyond basic messaging to teach the team the skills needed to mainstream GESI?<br>• Is GESI training regularly provided rather than just a one-off session, and does it form part of a wider capacity development plan to ensure the programme team is equipped to mainstream GESI? | Yes<br><br>Somewhat<br><br>No | |

| | | Results & Adaptation | | |
|---|---|---|---|---|
| 8. **GESI analysis**  | • Has the programme conducted intersectional and operationally focused GESI analyses to identify barriers and issues faced by marginalised groups? <br> • Is GESI analysis conducted on an ongoing basis to inform individual interventions, rather than as a one-off piece at the start? <br> • Has GESI analysis been used to inform intervention design and delivery, including through ongoing adaptation? | Yes <br><br> Somewhat <br><br> No | |
| 9. **Participation and reach**  | • Has the programme made efforts to reach marginalised groups by addressing their basic needs and the barriers to their participation? <br> • Is the programme using clearly defined categories of people it intends to reach, including those who experience multiple forms of discrimination? <br> • Has GESI analysis informed strategies to encourage participation and programme reach? | Yes <br><br> Somewhat <br><br> No | |
| 10. **GESI focused interventions**  | • Has the programme incorporated interventions specifically focused on GESI, which are based on GESI analysis? <br> • Are the ambitions of these interventions focused on actual change, for example policy implementation, empowerment, shifts in mindsets, or collective voice and influence? <br> • Can the programme demonstrate a clear link between GESI-focused interventions and other programme interventions? | Yes <br><br> Somewhat <br><br> No | |
| 11. **Additional risks**  | • Has the programme sought to understand potential risks associated with GESI mainstreaming, including intra-household tensions and community backlash triggered by efforts to challenge the status quo or target resources at certain groups? <br> • Have adequate efforts been made within the programme to mitigate any identified risks related to GESI mainstreaming? <br> • Have any risks related to GESI mainstreaming ben reflected and tracked as part of the programme's overall risk management processes? | Yes <br><br> Somewhat <br><br> No | |
| 12. **Tracking and reporting**  | • Have GESI ambitions been set at outcome level in the programme logframe and reflected in GESI-specific indicators? <br> • Is intersectional analysis of disaggregated data conducted and presented in programme reports? <br> • Is analysis of disaggregated data and data to track GESI-specific indicators used to inform programme adaptations? | Yes <br><br> Somewhat <br><br> No | |

**Agreed Actions**

| No. | Action | Accountable | Due Date |
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**Adam Smith**
International

**APPENDIX D: TA CONTRACT MANAGEMENT WORKBOOK**

**RIVA TA Contract Management Workbook Instructions**

1  The Contract Management Workbook (The Workbook) is the primary tool for managing the dem;
   The Workbook will <span style="color:red">be</span> updated throughout the life of the contract and will be used to record app
2  expenditure
3  The Supplier will be responsible for populating the various tabs of the workbook which will be ap
   The Supplier will ensure that the FCDO programme team has the most up to date version of the v
4  updated version of the workbook for their approval.

## Workplan

1  The Workplan tab will be updated annually (in alignement with FCDO Financial Years) to accompany the annual report
2  The Annual Workplan will include an overview of the identiftied TA activities that may be carried out over the following financial year.
3  The Supplier must indicate the quarter of the financial year that the work is planned for, a brief overview of the activity, the indicative budget and the logframe output the activity is linked to.
4  FCDO will review the proposed Workplan and approve the activities that may be taken forward throughout the year.
5  When Tasking Orders are approved their number will be included in the Workplan
7  The process is iterative for the duration of the programme

## Tasking Order Templates

1  In tandem with the submission o reports the Supplier will select a following quarter from the Work and submit the Taskng Order usi Tab 3 for FCDO's approval.
2  The Tasking Order template mus
   - a full ToR fo the activity, includi for the activity linked to the SSEF
   - the activity start and end dates
   - a breakdown of the costs for th
   - costed milestones that the acti the delivery of
3  The Tasking Order will be approv the FCDO Programme Team and Order Number
4  Approved Tasking Orders will be Workbook as an additional tab.

and led TA component of the RIVA Catalytic Grant and GEDSI TA Contract
roval of the annual workplan, Tasking Orders and their budgets and monitor TA

proved by the FCDO Programme Team
vorkbook and will inform the team of any changes immediately by submitting an

| | Tasking Order Budget Tracker |
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| f the quarterly TA activity for the plan and complete ng the template on | 1 On approval of a new Tasking Order the Supplier will update the budget tracker with the Tasking Order details |
| t include: ng defined outputs J logframe outputs | 2 Following FCDO's payment of the quarterly invoice the supplier will update the amount paid in the budget tracker. |
| e activity vity will be paid on | |
| 'ed by a member of assigned a Tasking | |
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| TA for RIVA Workplan | | | |
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| Brief Descripton of Activitiy | Indicative Value of Activity | Proposed Start Date | Duration of Activity |
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| Attribution to Logframe/ToC Ouput | Approval | | Tasking Order | |
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| Attribution to Logframe/ToC Ouput | Approval | | Tasking Order | |
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| | Approved By | Date | Number | Date Approved |

| Task Order Title/Activity Name | |
|---|---|
| Task Order Number | |
| Issue Date | |
| Proposed start date | |

## Terms of Reference for the Tasking Order

What programme output is the Activity/Tasking Order contributing to? Rationale for Acivity?

| Tasking Order/Activity Outputs | Description |
|---|---|
| Output 1 | |
| Output 2 | |
| Output 3 | |
| Total Cost | |

| Tasking Order Costs | | | | | Approval |
|---|---|---|---|---|---|
| Staff Costs | Daily Rate | No. Days | Total Cost | | |
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| Total Staff Costs | | | | | |
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| | | | | | |
| Total Expenses | | | | | |
| Total Tasking Order Cost | | | 0 | | |

| | Duration | | |
|---|---|---|---|
| | Activity Start Date: | | |
| | Activity End Date: | | |
| | Extension Request: | | |
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| | Milestone Cost | Date Due | |
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| | £0 | | |

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| Tasking Order No. | Activity | Total Budget | Q1 Invoice Payment | Q2 Invoice Payment | Q3 Invoice Payment |
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| BUDGET TRACKER | | | Year 1 | | |
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| | Year 1 Summary | | Year 2 | | | | Year 2 Summary | | |
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| Q4 Invoice Payment | Total Invoice Payments | Remaining Budget | Q1 Invoice Payment | Q2 Invoice Payment | Q3 Invoice Payment | Q4 Invoice Payment | Total Invoice Payments | Remaining Budget | Q1 Invoice Payment |
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| Year 3 | | | Year 3 Summary | | | | | | |
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| Q2 Invoice Payment | Q3 Invoice Payment | Q4 Invoice Payment | Total Invoice Payments | Remaining Budget | | | | | |

**APPENDIX E: TEMPLATE GRANT AGREEMENT**

Grant Arrangement

Between

RIVA Contract Supplier (*TBC*)
and
**[INSERT NAME OF PARTNER ORGANISATION] [IN BRACKETS, INSERT
COMPANY REGISTRATION OR CHARITY NUMBER CHARITY, WHERE
AVAILABLE]** ("the Partner")
together called "the Participants"

Project Name:

Project Number:

1.      In any correspondence with *TBC* with regard to this Arrangement, reference
must be made to the Project Name and Project Number shown above.

## Provision of grant

2.      The *TBC* has agreed to pay the Partner a Grant for the delivery of the Project
on the understanding that the Partner uses the Grant in accordance with, and
continues to fulfil the provisions of, this Accountable Grant Arrangement, its annexes
(including Annex 1: Project Definitions) and the corresponding Proposal,
**{{PROPOSAL TITLE}**, **[INSERT EITHER: {logframe}** *or* **{*enter name of any
alternative results framework being used*}]}** and Project Budget.  Together these
documents form "the Arrangement" and set out the purpose for which the Grant will be
used and the provisions that apply to the Partner.

3.      The project to which this Arrangement relates will start on **{XX Month 20XX}**
and end on **{XX Month 20XX}** ("Project End Date") unless terminated earlier. *TBC*

will make available an amount not exceeding **{£XXX, ({AMOUNT IN WORDS}) pounds sterling}.** The amount is expected to be allocated across the following years.

| *TBC* Financial Year | Annual Allocation (£GBP) |
|---|---|
| **{1 Apr 20XX – 31 Mar 20XX}:** | **£{XXX}** |
| **{1 Apr 20XX – 31 Mar 20XX}:** | **£{XXX}** |
| **{1 Apr 20XX – 31 Mar 20XX}:** | **£{XXX}** |
| **{1 Apr 20XX – 31 Mar 20XX}:** | **£{XXX}** |
| **{1 Apr 20XX – 31 Mar 20XX}:** | **£{XXX}** |

4.      The funding amount is subject to revision and is dependent on the fulfilment of the provisions of this Arrangement, any revisions to budgets, actual expenditure and need and the continuing availability of resources to *TBC*.

## Status and compliance with the law

5.      The Partner is registered as a not for profit organisation and has the capacity to comply with the provisions set out in this Arrangement. If not previously provided, the Partner must provide evidence of its status to *TBC*.  The Partner must notify *TBC* immediately if its status changes in any way.

6.      The Partner and any person, organisation, company or other third-party representative engaged as part of this project ("Downstream Partners") will at all times comply with all applicable legislation, regulations and rules both in the countries they are registered and operating in. All Partners will comply with their reporting obligations to relevant national and international bodies such as the Charity Commission for England and Wales.

## Prevailing language and amendments

7.      In the event of translation, the English text of this document will prevail.

8.   Any amendments to this Arrangement will be set out in writing.

## Special provisions [DELETE HEADING IF PARA 9 BELOW NOT USED]

9.   **[INSERT ONLY WHERE THERE ARE ADDITIONAL SPECIFIC PROVISIONS, OTHERWISE DELETE]** The Partner accepts the following specific provisions relating to this Arrangement:

- **{ADDITIONAL SPECIFIC PROVISION 1}**
- **{ADDITIONAL SPECIFIC PROVISION 2}**

## Eligible expenditure

10.   The funding amount is to be used solely for costs included as part of the budget agreed with *TBC* for the delivery of the outputs and outcomes set out in the **[INSERT EITHER: {logframe} *or* {*enter name of any alternative results framework being used*}]** included as part of this Arrangement.

11.   *TBC* funding will not be used to meet the costs of any other expenditure. In particular the Grant cannot be used to pay any of the ineligible items set out in [Eligible Cost Guidance for Accountable Grants](#) as amended from time to time, unless they are expressly agreed in advance and in writing by *TBC* and included in the Project Budget.  In case of any doubt on the eligibility of any item of expenditure, the Partner will consult *TBC* prior to incurring or committing to incur the cost.

12.   Additionally, *TBC* funds will not be used, unless explicitly approved by *TBC* in writing in advance, to meet the cost of any refundable duties, taxes or similar charges applied by local Governments or by any local public authority.

## Non-project attributable costs (NPAC)

13.   The Partner will adhere to [Eligible Cost Guidance for Accountable Grants](#)

14.     The Non-project Attributable Costs (NPAC) to be paid by *TBC* for this project are as calculated in the agreed budget.

15.     The maximum amount of NPAC payable under this arrangement will be calculated based on the final total of *TBC* funds spent under this arrangement.

16.     Any change to the budget, including NPAC, must be explicitly approved by *TBC* in writing in advance. The Partner will inform *TBC* of any significant changes to organisational overheads that may affect the NPAC.

17.     The Partner will repay any surplus NPAC following a final reconciliation against total spend at the end of this project.

## Digital Spend

18.     The Partner will ensure that all Digital Spend related to this Arrangement is carried out in a manner consistent with the Digital Service Standard, the Technology Code of Practice and the Principles for Digital Development.

19.     The Partner and its Downstream Partner(s) (of any spend £100,000 and above) will notify the *TBC* programme team of any proposed digital spend prior to carrying out any digital activities. *TBC* will then engage with the respective Partner or Downstream Partner to complete the 'Get approval to spend' online form on their behalf. The *TBC* programme team will receive feedback and approvals from *TBC*'s Portfolio Assurance Team, which will be shared with the respective Partner or Downstream Partner(s).

## Disbursement and financial reporting

20.     The funding amount approved is as per the Sterling (GBP) value, as at the date of signature of this Arrangement. *TBC*'s preferred currency for disbursements is in GBP. Where it is more efficient to pay in foreign currency, *TBC* may do so, however,

the funding amount will still be that approved in GBP as at the date of signature of this Arrangement. Budgets must be submitted in GBP with the stated exchange rate specified (including the date and the source of rate used).

21.    The Partner is responsible for monitoring and managing any exchange rate fluctuations across the life of the project.  Where significant exchange rate gains or losses are being accumulated the Participants will jointly decide how these are managed.

22.    Where costs are incurred in foreign currency the Partner will use the exchange rate stated in OANDA ([www.oanda.com](www.oanda.com)) for the date on which the purchase was made or services acquired by the Partner. Use of any other exchange rate should be approved in writing in advance.

23.    In line with UK Government financial regulations, *TBC* will not pay in advance of operational or commercial need and justification will be required for any *TBC* payment prior to partner disbursement. Where a Pre-Payment is approved and the Partner is holding *TBC* funds, prior to disbursement, funds should be held in a minimum risk interest bearing account. Any interest accruing from these investments will be re-invested within the project.

24.    When requesting payment, the Partner will complete [Annex 2: Partner Payment Request Form](). Along with the request the Partner should provide detailed project financial reports that set out in both cash and resource terms actual expenditure to date against the approved project budget and quarterly forecast expenditure for *TBC*'s financial year (1 April-31 March). Where payment in advance has been agreed, a copy of the Partner's justification and *TBC*'s agreement should be included with each payment request.  In multi-donor arrangements, these reports should clearly segregate the *TBC* proportion of funding.

25.	Payment will be made to the bank account details provided.  The Partner will ensure that these details are shared with the key contact in the *TBC* Programme Team and provide updates as needed if bank details change.  The Partner should confirm the details for this Arrangement within the Payment Request Form for each payment.

26.	All outstanding claims must be submitted no later than six months after the Project End Date.

27.	The Partner will reimburse *TBC* any overpayment or erroneous payment made by *TBC* within 30 days of receiving a sales invoice.

28.	*TBC* may, from time to time, request project financial reports for the calendar year in line with Official Development Assistance reporting requirements.

29.	*TBC* funds must be separately accounted for by the Partner and therefore readily identifiable at all times unless explicitly approved otherwise and in writing by *TBC*.

## Performance reporting

30.	The Partner will provide *TBC* with **[INSERT REPORTING FREQUENCY AND TIMESCALES]** progress reports on the execution of this Arrangement that describe performance against indicators contained in the **[INSERT EITHER: {logframe}** *or* **{*enter name of any alternative results framework being used*}]** and, where possible, the associated receipt and utilisation of the resources used to deliver these. Continuation of this Arrangement after year one will be dependent upon satisfactory progress and Value for Money, as defined in <u>Annex 1: Project Definitions</u>, being achieved each previous year.

31.    The Partner will at least once annually as part of the regular reporting outlined above, provide a proportionate and meaningful summary of:

- how they have given due regard to the need to: a) prevent discrimination, harassment and victimisation; b) advance equality of opportunity between persons who share and do not share protected characteristics; and c) foster good relations between those persons (in particular   the protected characteristics of disability, race, sex, age, religion or belief, gender reassignment or sexual orientation).

- specific needs of girls, women, boys and men, and the extent to which women and girls have been included in design, implementation and monitoring of the Project.  This will include an assessment of:
  - how the Grant supports the reduction of gender inequality;
  - progress against any gender-related commitments made in the Proposal; and,
  - potential unintended negative consequences, such as gender-based violence.

32.    The Partner will at least once annually as part of the regular reporting outlined above in line with the UK Government's commitment to align all UK ODA to the Paris Agreement and the Kunming Montreal Global Biodiversity Framework, provide a summary of how climate and environment risks and opportunities have been proportionately considered throughout design, implementation and monitoring of the project. This will include an assessment of:

- the impact of the Project on current and future climate and environment risk (including any opportunities);

- the vulnerability of the Project itself to current and future climate and environment risk;

- a summary of any mitigating actions put in place (including how environmental safeguarding concerns have been considered) where relevant.

In addition, programmes that address climate change mitigation and / or adaptation must report on all relevant International Climate Finance (ICF) Key Performance Indicators (KPIs), disaggregated to the appropriate level following [Inclusive Data Charter](#).

33.    The Partner will immediately notify *TBC* of any delay, obstruction or event which interferes with or threatens to interfere with this Arrangement. This includes any delay, obstruction or event which damages or is capable of damaging the reputation or integrity of *TBC* or that of the Project.

34.    The Partner will seek to ensure that beneficiary feedback is integrated in project design, mobilisation, delivery, monitoring, evaluation and annual review processes and takes account of the voices of both women and men.  The Partner should work with, through and represent the diversity of communities in order to respond to their needs more effectively and strengthen accountability.

35.    **[INSERT IF POST EVALUATION TO BE CONDUCTED OTHERWISE DELETE]** The Partner will conduct a post-evaluation of the activities financed from this Arrangement that will focus on the results achieved, efficiency, effectiveness of implementation and quality of administration. This will be provided to *TBC* no later than six months after the Project End Date.

## Due diligence

*36.*    In utilising the resources, the Partner will exercise the same care in the discharge of its functions under this Arrangement as it exercises with respect to the administration and management of its own resources and affairs. The Partner will co-operate fully with any due diligence assessment by *TBC* or its agents, of the Partner's own internal controls and system prior to or during the implementation of this Arrangement and take appropriate action on any recommendations arising. Due diligence assessments may be conducted every 3 years or earlier if there is a

significant change to the Partner's procedures and controls or operating environment. A range of tools may be used to conduct the assessment and continuation of this Arrangement will be dependent on *TBC* being satisfied that the Partner has sufficient capacity and capability to deliver the project and manage *TBC* funds.

37. The Partner will undertake suitable due diligence and take the necessary steps prior to transferring *TBC* funds and at regular intervals throughout the implementation to assess the internal controls and systems of any Downstream Partners. These assessments will be shared with *TBC*, upon request and should determine, relative to project risk:

- the reliability, integrity and efficiency of the Downstream Partners' controls, systems and processes including compliance with applicable legislation, regulations, rules, policies and procedures;
- whether the Downstream Partner can successfully deliver the relevant outputs based on its processes, past experience and whether they have the sufficient staff capacity and capability available;
- the Downstream Partner's ability to correctly manage and account for aid monies and assets as well as its financial health; and
- where appropriate, whether the Downstream Partner has sufficient capacity and capability to properly monitor and control its implementing partners.

38. The Partner is accountable for ensuring Downstream Partner assessments are completed, however it may choose to pass all or part of its responsibility for conducting these assessments down the delivery chain. Where it does so, the Partner will ensure that the Downstream Partner conducting the assessment has sufficient capacity and capability to conduct these assessments in a manner consistent with the Partner's obligations under this Arrangement.

## Delivery chain risk mapping

39.   The Partner will maintain and provide to *TBC* an up to date and accurate record of Downstream Partners in receipt of *TBC* resources.  This forms the basis of the delivery chain risk map which should demonstrate how funds flow from the initial source to end beneficiaries, and the risks and potential risks along the chain.

40.   The delivery chain risk map should be updated regularly by the Partner and when there are material changes to the project risk assessment and/or to delivery partners in the chain.  As a minimum the Partner will provide *TBC* with an updated delivery risk map at the following intervals:

- within 60 days of the commencement of this Arrangement;
- annually, as part of the annual review Process; and
- at the end of the project, as part of the project completion review process

## Audit and assurance

41.   The Partner will within six months of the end of their financial year provide *TBC* with independent assurance that *TBC* funds have been used for the intended purposes. This includes for all financial years in which they receive and/or spend *TBC* funds under this Arrangement even where the end of the financial year is beyond the life of this Arrangement. The Partner will provide, **[SELECT AS APPROPRIATE:**

**{annual accounts audited by an independent and appropriately qualified auditor where *TBC* project funding is clearly segregated from other funds.}**

**OR**

**{a statement showing *TBC* project funding that is certified by an independent and appropriately qualified auditor. Accompanied by the Partner's annual audited accounts.}]**

42.     The Partner will ensure that all goods and services financed either fully or in part from *TBC* funds will continue to be used for the purpose set out within this Arrangement. In the event of such goods or services being used for other purposes, the Partner must notify *TBC* immediately and in writing and *TBC* may seek to recover from the Partner the value of the goods and services concerned.

43.     The Partner will retain all records associated with this Arrangement for a period of not less than 5 years after the end of this Arrangement.

## Information and data protection obligations

44.     The Partner acknowledges that *TBC* is subject to the requirements of the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the UK General Data Protection Regulation (UKGDPR), the Data Protection Act 2018 (DPA), subordinate legislation and guidance and codes of practice issued by the Information Commissioner and relevant Government Departments.

45.     The Partner will assist and co-operate with *TBC* to enable *TBC* to comply with its information disclosure and data protection obligations.

46.     The Partner is the controller of any data created or processed and will perform its obligations under this Arrangement in such a way as to protect the personal information of individuals.

**[Only include below paragraph if Partner is a UK-based entity]**

47.     The Partner will comply at all times with its obligations under the UKGDPR and DPA.

**[REMOVE SECTION BELOW IF CONFIDENTIALITY IS NOT SPECIFICALLY EXPECTED OR REQUIRED. DEFINITION OF CONFIDENTIAL INFO INCLUDED IN ANNEX 1]**

## Confidential Information

48.    Except to the extent set out in this Confidentiality section of this Arrangement, or where disclosure is expressly permitted, the Participants shall treat all Confidential Information belonging to each other as confidential and shall not disclose any Confidential Information to any other person unless expressly agreed in advance and in advance by either Participant, except to such persons who are directly involved in the delivery of the Project and who need to know the information.

49.    Nothing in this Confidentiality section of this Arrangement shall prevent *TBC* disclosing any Confidential Information obtained from the Partner:

- for the purpose of the examination and certification of *TBC*'s accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which *TBC* has used its resources; or
- to any government department, consultant, contractor or other person engaged by *TBC*, provided it only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;
- where disclosure is required by Law, including under the Information and Data Protection Legislation.

50.    Nothing in this Confidentiality section of this Arrangement shall prevent either Participant from using any techniques, ideas or know-how gained during the performance of its obligations under this Arrangement in the course of its normal business, to the extent that this does not result in a disclosure of the other Participant's Confidential Information or an infringement of the other Participant's Intellectual Property Rights.

## Transparency

51.    The Partner will publish to the International Aid Transparency Initiative (IATI) standard on all its *TBC* funding within six months of the start of this Arrangement.  *TBC* expects the Partner to publish to the IATI standard on all its non-*TBC* funding and for

Downstream Partners to publish to the IATI standard on their funding.  The intention of this commitment is to allow traceability throughout the delivery chain.  For further advice please go to IATI Guidelines - GOV.UK (www.gov.uk).

52.      The Partner gives consent for this Arrangement (and any subsequent amendments) and associated funding information to be published on FCDO's website.

**[REMOVE BELOW SECTION IF AGREEMENT NOT INTENDED FOR USE RESEARCH OR R&D AGs]**
**Open Access**

53.      The Partner will make all in scope research outputs from the **[name of work/programme]** available to the public in accordance with the *TBC* Open Access Policy as may be updated from time to time.

## Responsibility

54.      The Partner is solely accountable for compliance with the provisions of this Arrangement including where the Partner engages any Downstream Partner(s).  The Partner will reflect the provisions of this Arrangement as necessary in any arrangement(s) with any Downstream Partner(s) to ensure both the Partner and Downstream Partner(s) are compliant with the provisions of this Arrangement.

55.      *TBC* will not be responsible for the activities of the Partner or any Downstream Partner(s) in connection to this Arrangement, nor will *TBC* be responsible for any costs incurred by the Partner or its Downstream Partner(s) in terminating their engagement or the engagement of any other person, company or organisation.

56.      The Partner will be accountable for the appropriate use of *TBC* funds, management of risk and delivery of project outputs and outcomes, including any adverse effects of aid expenditure that have an undesired or unexpected result upon recipients including any adverse gender related impacts.

57.     *TBC* may at any time during, and up to five years after the termination of this Arrangement, conduct or arrange for additional investigations, audits, on-the-spot checks and inspections to be carried out, or ascertain additional information where *TBC* considers it necessary. These may be carried out by *TBC* or any of its duly authorised representatives or agents. Access will be granted, as required, to all sites and relevant records. The Partner will ensure that necessary information and access rights are explicitly included within all funding arrangements with its Downstream Partner(s).

## Risk management

58.     The Partner will establish an effective project risk management process that takes account of the Project context and as a minimum includes:

- Maintaining an up-to-date risk register that enables individual risks to be clearly identified, with explicitly allocated ownership, and includes an assessment of the likelihood and impact of the risks materialising and details of how the risks will be managed.   The Partner will share the risk register with *TBC* upon request;

- A regular dialogue in line with agreed reporting requirements on risk with *TBC*, Downstream Partners and other relevant Project stakeholders;

- The escalation to *TBC*, as soon as possible, of any new or change to existing risk or issue that has the potential to materially impact on the delivery of the Project, the use of the Grant or the reputation or integrity of *TBC*.

59.     The Partner will manage all risks in relation to this project unless otherwise approved as part of the risk register and in writing with *TBC*.  Where the Partner transfers risk to any Downstream Partner, the Partner will remain accountable to *TBC* for the effective management of that risk.

## Cyber security

60.    Cyber security is the protection of systems, networks and data to prevent cybercrime. The Partner is responsible for managing cyber security risk under its own policies and procedures.

## Procurement

61.    The Partner will ensure that any procurement using *TBC* funds adheres to international best practice and applicable regulations, is transparent, fair and open and is designed to achieve value for money.

62.    Records of all procurement activity including but not restricted to, costs, volumes, suppliers, value for money, savings and efficiencies must be kept by the Partner and made available to *TBC*, upon request. *TBC* reserves the right to assess the procurement capacity and capability of the Partner at any time.

## Exclusivity Arrangements

63.    The Partner will not include in any arrangement related to this project with any Downstream Partner(s) any provisions which limit Downstream Partner(s) from working directly with *TBC* or any other organisation, except as required under paragraph 86 **[ENSURE THIS STILL REFERS TO PARA WITH TERRORIST SANCTIONS LISTS]** of this Arrangement.

## Assets and inventory

64.    The Partner will establish and maintain an inventory of all Project Assets, as defined in Annex 1: Project Definitions.

65.    The Partner will ensure that a physical check of all assets takes place on at least an annual basis and submit to *TBC* an up-to-date inventory using the template provided in Annex 4: Inventory, providing confirmation of the checks, alongside the annual accounts.  Where possible the Partner should undertake these checks directly.

66.    The Partner will be accountable for the appropriate use and control of inventory items, in line with this Arrangement.

67.    The Partner will manage the risk of assets being lost, stolen, damaged or destroyed under its own policies and procedures.  *TBC* expects the Partner to cover the cost of repairing or replacing lost, stolen, damaged or destroyed assets and should make a risk-based decision on how best to do this.  If the Partner decides to take out project specific commercial insurance to cover lost, stolen, damaged or destroyed assets, *TBC* funds cannot be used to fund the premiums unless, by exception, explicitly approved in writing in advance.

68.    *TBC* will retain ultimate ownership of all assets, specifically project assets, financial assets and information assets, **[INSERT IF NECESSARY: {with the exception of {NAME OF EXCLUDED INFORMATION ASSET}}]**, until ownership transfer or asset disposal is otherwise approved in writing by *TBC* normally at the end of this Arrangement.  The Partner should propose an appropriate disposal schedule to *TBC* in writing no later than 14 days before the Project End Date.

## Health, safety and security

69.    The Partner is responsible for all security arrangements in relation to this Arrangement including the health, safety and security of any person employed or otherwise engaged as part of this Arrangement, including those employed or engaged by any Downstream Partners.

70.    *TBC* funds cannot be used to fund any project specific insurance premiums intended to cover medical expenses, injury or disablement, and death unless, by exception, explicitly approved by *TBC* in writing in advance.

## Environment

71.      The Partner is committed to high environmental standards, recognising that their activities may change the way people use and rely on the environment, or may affect or be affected by environmental conditions.  The Partner will ensure that they have taken sufficient steps to protect the local environment and community they work in, and to identify environmental risks that are imminent, significant or could cause harm or reputational damage to *TBC*.

## Communication and branding

72.      The Participants will collaborate and proactively look for ways to build support for development and raise awareness of FCDO funding. The Partner will explicitly acknowledge FCDO funding, in written and verbal communications about activities related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of FCDO's "UK International Development – Partnership, Progress, Prosperity" logo ('UK Dev logo') **{FOR HUMANITARIAN/RAPID ONSET DISASTER RESPONSE ONLY, OTHERWISE DELETE** "UK aid – from the British people" logo ('UK aid logo')**}** in accordance with [Branding Guidance for ODA funded programmes](#), unless otherwise approved in advance by FCDO, and in all cases subject to security and safety considerations of the Partner.

73.      The Partner will provide a visibility statement using the template provided in [Annex 5: UK International Development and UK Aid Visibility Statement](#) of how and when they will acknowledge funding from FCDO and where they will use the UK Dev logo **{**UK aid logo**}**, which should be approved by FCDO prior to the Partner releasing any public communications. The Partner will include reference to this in its progress reports and annual reviews.

74.      The Partner may use the UK Dev logo **{**UK aid logo**}** in conjunction with other donor logos, and where the number of donors to a project is such as to make co-

branding impractical, acknowledgement of funding from FCDO should be equal to that of other co-donors making contributions of equivalent amounts to the project.

## Intellectual property

75.      Intellectual property in all material (including, but not limited to, reports, data and designs, whether or not electronically stored) produced by the Partner or its personnel, members or representatives in the course of this Arrangement ("the Material") will be the property of the Partner.

76.      In signing this Arrangement, the Partner hereby grants to FCDO a worldwide, non-exclusive irrevocable and royalty-free licence to use all the Material, where "use" shall mean, without limitation, the reproduction, publication and sub-licence of all the Material and the intellectual property therein, including the reproduction and sale of the Material and products incorporating the same, for use by any person or for sale or other dealing anywhere in the world.

77.      FCDO shall inform the Partner before it seeks to sub-license or reproduce and sell any Material and the intellectual property therein, for use by any person or other dealing anywhere in the world in relation to the license agreed in paragraph 76.

78.      Ownership of Third-Party software or other intellectual property necessary to deliver the activities funded by this Arrangement remains with the relevant Third-Party. The Partner must ensure they have obtained relevant agreement from the third-party before any additions or variations are made to the standard 'off-the-shelf' versions of any Third-Party software or other intellectual property. The Partner will be responsible for obtaining and maintaining any appropriate licences to use the Third-Party software.

## Conflict of interest

79.      Neither the Partner nor any individual employed or contracted by the Partner shall engage in any personal, business or professional activity which conflicts or could conflict

with any of their obligations in relation to this Arrangement. The Partner will inform *TBC* as soon as possible if there is a conflict of interest which interferes or threatens to interfere with this Arrangement, whether financed in full or in part by FCDO. The Partner will share the conflict of interest register relating to this Arrangement on request.

## Aid Diversion

80.     Aid Diversion is any event, including fraud, corruption, bribery, theft, terrorist financing, money laundering and other misuse of funds that prevents funds being directed to the aid outcomes or recipients intended.

81.     The Participants will immediately and without undue delay inform each other of any event which interferes or threatens to interfere with this Arrangement, whether financed in full or in part by *TBC*, including credible suspicions of, or actual Aid Diversion. The Partner should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided.

82.     The Partner should immediately contact FCDO's Counter Fraud Section at reportingconcerns@fcdo.gov.uk or +44 (0)1355 843747 if they have any cause to suspect a case of fraud or misuse of funds. All information will be treated with the utmost confidentiality. Information can also be reported directly to the *TBC* programme team managing where appropriate; this will be immediately passed on to *TBC*'s Investigations Department. The Partner should also ensure Downstream Partners are aware of how to contact *TBC*'s Investigations Department.

83.     The Participants have a zero-tolerance approach towards inaction or mishandling of Aid Diversion. Both Participants will fully co-operate with investigations into such events, whether led by *TBC* or the Partner.

84. Notwithstanding any provisions in this Arrangement or other contractual requirements, *TBC* may recover from the Partner all or part of the funds paid under this Arrangement in the event of actual or suspected Aid Diversion.

85. It is the policy of the FCDO to prevent and suppress the financing of terrorist acts and to refrain from providing support to those organisations and individuals involved in them. In accordance with this policy, the *TBC* expects the Partner to take all reasonable steps to ensure that activities funded by the Grant comply with relevant United Nations Security Council resolutions, including S/RES/1267 (1999) and S/RES/1373 (2001), and related resolutions S/RES/2462 (2019) and S/RES/2664 (2022).

86. The *TBC* expects the Partner to take a risk-based approach and consider its likely exposure to UK sanctions and terrorism legislation and to take all reasonable steps to mitigate the associated risks, including in relation to making funds available to designated persons or entities, or proscribed groups, including those on the following lists as updated from time to time:

> [Consolidated List of Financial Sanctions Targets in the UK[1]](#) - HMT Treasury
> [Proscribed Terrorist Organisations in the UK[2]](#) - UK Home Office

The Partner shall not be in breach of this paragraph if it conducts activities under this Arrangement which are covered by an exception contained in UK law or by a general licence issued by the UK Government.

87. The need to respect relevant UK terrorism legislation and sanctions regulations should not impede the timely delivery of humanitarian assistance or other activities that support basic human needs in accordance with humanitarian principles, international humanitarian law and human rights law, and S/RES/2462 and S/RES/2664. The Partner is therefore not expected to screen end-beneficiaries. The Partner and any Downstream Partners are also not precluded from liaising with designated persons or members of designated entities and proscribed groups to implement the activities funded by this Arrangement.

## Safeguarding for the prevention of sexual exploitation, abuse and sexual harassment

88.     The Participants have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and sexual harassment ("SEAH") and agree the terms set out in Annex 6. This means the Partner, and its implementing partners, will take all reasonable and adequate steps to prevent SEAH of any person linked to the delivery of this Arrangement by both its employees and any implementing partner and respond appropriately when reports of SEAH arise. The Partner will apply the IASC Six Core Principles relating to Sexual Exploitation and Abuse and will adhere to the IASC Minimum Operating Standards on PSEA and/or the Core Humanitarian Standard on Quality and Accountability.

89.     When the Partner becomes aware of suspicions or complaints of SEAH, the Partner will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the survivor. The Partner will also promptly contact FCDO at reportingconcerns@fcdo.gov.uk to report any allegation credible enough to warrant an investigation of SEAH related to this Arrangement. The Partner will promptly report to *TBC* any allegation credible enough to warrant an investigation of SEAH that are not directly related to this Arrangement but would be of significant impact to the partnership with *TBC*. It is understood and accepted that the Partner's arrangement to report on SEAH is subject to not compromising the safety, security, privacy and due process rights of any concerned person.

## Termination and closure

90.     To allow for final payments, this Arrangement will terminate six months after the Project End Date unless terminated earlier in accordance with the provisions in this Arrangement.

91.     If *TBC* is concerned that the provisions of this Arrangement have not been fulfilled by the Partner, or if any activities occur which will significantly impair the implementation or development value of the project, *TBC* will discuss its concerns with the Partner in an attempt to resolve any issues. Following such negotiation, this Arrangement may be amended, suspended or terminated in accordance with the relevant provisions in this Arrangement.

92.     This Arrangement can be terminated at any time by three months' written notice by either Participant. All unspent funds other than those irrevocably committed in good faith before receipt of a written notice of termination, in line with this Arrangement and approved between the Participants as being required to finalise activities, will be returned to *TBC* within 30 days of the date of receipt of a written notice of termination. At any time when returning funds, the Partner must quote the relevant Sales Invoice reference number.

93.     Notwithstanding any provisions in this Arrangement or other contractual requirements, *TBC* may suspend or terminate this Arrangement with immediate effect, in preference to the standard notice period, and at its discretion may recover all or part of the funds paid under this Arrangement if any of the following occur:

a) The Partner directly or through its Downstream Partners either repeatedly fails to comply with, or is in material breach of, any of the provisions of this Arrangement or any other *TBC* arrangement or contract whether currently or previously in place;

b) The Partner, or any Downstream Partner, at any time during this Arrangement becomes insolvent or goes into liquidation, administration or other similar process, is dissolved or enters into any arrangements with its creditors;

c)  The Partner or any Downstream Partner, without the prior consent of *TBC* in writing, assigns or transfers, or purports to assign or transfer, or causes to be assigned or transferred, any interest in this Arrangement or any part, share or interest therein;

d)  There is a change in identity or character of the Partner (such assessment to be made at *TBC*'s sole discretion) or that of any Downstream Partner including, but not limited to, through the take-over, merger, change of ownership or control.

e)  An event occurs which materially affects, or has the potential to materially affect, the performance of the Partner's obligations as part of this Arrangement;

f)  In the event of actual or suspected Aid Diversion;

g)  In the event of actual or suspected sexual exploitation, abuse or harassment;

h)  An event occurs which damages, or is capable of damaging, the reputation or integrity of *TBC* or that of the project to which this Arrangement relates.

94.    The Partner will return any surplus NPAC and unspent funds remaining at the end of this Arrangement within 14 days of receiving a Sales Invoice from *TBC*, unless otherwise agreed by *TBC* in writing.  At any time when returning funds, the Partner must quote the relevant Sales Invoice reference number.

# Signature

95.   This Arrangement places on record the understanding of the Participants and comes into operation on the date of signature below.

**Signed on behalf of *TBC***

| | |
|---|---|
| **Name:** | |
| **Position:** | |
| **Address/Contact Details:** | |
| **Date:** | |

**Signed on behalf of the Partner:**

| | |
|---|---|
| **Name:** | |
| **Position:** | |
| **Address/Contact Details:** | |
| **Date:** | |

25

## ANNEX 1: PROJECT DEFINITIONS

| | |
|---|---|
| **AID DIVERSION** | Any event, including fraud, corruption, bribery, theft, terrorist financing, money laundering and other misuse of funds that prevents funds being directed to the aid outcomes or recipients intended. |
| **ANNEX(ES)** | The Annexes attached as part of this Arrangement, including the Proposal, Results Framework and Project Budget |
| **ANNUAL ALLOCATION** | The maximum amount of the Grant that has been allocated to be paid/spent in each Financial Year |
| **ANNUAL REPORT** | A report submitted annually that describes performance against the output and outcome indicators in the Results Framework and the utilisation of the Grant to deliver, covering the previous 12 months |
| **ARRANGEMENT END DATE** | Six months after the Project End Date |
| **BENEFICIARIES** | The people, communities, populations and constituents that the Project intends to benefit as defined in the Proposal and Results Framework. |
| **BENEFICIARY ENGAGEMENT** | The two-way process of involving beneficiaries in the design, delivery, monitoring, review and evaluation of the Project. |
| **CONFIDENTIAL INFORMATION** | Confidential information means any information (however conveyed, recorded or preserved) disclosed by a party or its personnel to another party (and/or that party's personnel) whether before or after the date of this arrangement, including but not limited to:<br>• Any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:<br>    o the business, affairs, customers, clients, suppliers or plans of the disclosing party; and<br>    o the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and<br>• Any information developed by the parties in the course of delivering the project<br>• The *TBC*'s Personal Data;<br>• Any information derived from any of the above.<br><br>Confidential information shall not include information which:<br>• Was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11 of these conditions;<br>• Was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;<br>• Is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or<br>• Is independently developed without access to the confidential information. |

| | |
|---|---|
| **DELIVERY CHAIN** | The chain of all partners involved in the delivery of the outputs and outcomes of the Project from the Partner, through Downstream Partners, to the Beneficiaries. |
| **DELIVERY CHAIN RISK MAP** | A visual depiction of the Project's delivery chain that should to the extent possible include:<br>• The name of all downstream delivery partners and their functions.<br>• Funding flows (e.g. amount, type) to each delivery partner. ·<br>• Risks involved in programme delivery, mitigating measures and associated controls. |
| **DIGITAL SPEND** | Any external-facing service provided through the internet to citizens, businesses, civil society or non-government organisations, including any spend on web-based or mobile information services, websites, knowledge or open data portals, transactional services such as cash transfers, web applications and mobile phone apps. |
| **DOWNSTREAM PARTNER / IMPLEMENTING PARTNER** | Any person, organisation or entity within the Partner's delivery chain that receives an allocation of the Grant either directly or indirectly to deliver the outputs and outcomes of the Project. |
| **DUPLICATE FUNDING** | Using the Grant to pay for costs which have been or will be paid from another Third Party source. |
| **ELIGIBLE EXPENDITURE** | Any cost or item of expenditure which has been agreed as part of the Project Budget |
| *TBC* | *RIVA contract supplier name* |
| **FCDO** | The Foreign Commonwealth and Development Office, including any third party representative or agent it duly authorises to act on its behalf |
| **FINANCIAL YEAR** | The standard UK Government Financial Year, 1 April to 31 March |
| **GRANT** | The funding amount *TBC* will pay to the Partner to deliver the Project |
| **GRANT COMPLETION REPORT** | A final report submitted at the end of the grant that describes performance against the output and outcome indicators in the Results Framework and the utilisation of the Grant to deliver, covering the full grant duration |
| **INFORMATION AND DATA PROTECTION LEGISLATION** | Any applicable law relating to the processing of Personal Data and privacy including the General Data Protection Regulation (GDPR); the Data Protection Act 2018; the Environmental Information Regulations 2004; the Freedom of Information Act 2000; relevant subordinate legislation, guidance and codes of practice issued by the Information Commissioner and relevant government departments. |
| **INTELLECTUAL PROPERTY** | All material produced by the Partner or its representatives in relation to the Project in the course of this Arrangement (including, but not limited to, reports, data and designs, whether or not electronically stored) |
| **NON-PROJECT ATTRIBUTABLE COSTS (NPAC)** | Costs incurred by an organisation in order to support the projects that it runs that are not feasibly allocable to a single project. |
| **PARTICIPANTS** | Both the *TBC* and the Partner together |
| **PARTNER** | The direct Grant recipient named in the Accountable Grant Arrangement |

| PERSONAL DATA | has the meaning given to it in the Information and Data Protection Legislation as amended from time to time |
|---|---|
| PRE-PAYMENT | A payment made by *TBC* in advance of the Partner incurring expenditure but where operational or commercial need for the payment has been justified and agreed |
| PROJECT | The set of activities, outputs and outcomes to which the Grant relates as named in the Accountable Grant Arrangement and described in the corresponding Proposal, Results Framework and Project Budget. |
| PROJECT ASSET | Equipment or supplies purchased in part of or fully by the Grant which have a useful life of more than one year from purchase.  This applies to:<br>• an individual asset with a purchase price or development cost in excess of £500 or equivalent in local currency; or<br>• lower value items that are mobile and considered attractive (e.g. Mobile phones, cameras, laptops, tablets, satellite phones, vehicles, food, pharmaceutical products, relief packs, etc.) With a combined purchase price or development cost in excess of £500 or equivalent in local currency. |
| PROJECT BUDGET | The most recent Budget for the Project which has been agreed in writing with *TBC* |
| PROJECT END DATE | The date on which the Grant ends either as noted in the Accountable Grant Arrangement or an earlier date as noted in formal termination communication in accordance with the Termination section of this Arrangement.  This indicates the latest point at which the Partner may incur costs that can be paid from the Grant. |
| PROJECT NUMBER | The *TBC* reference number for the Project to be delivered |
| PROJECT START DATE | The date on which the Grant begins.  This cannot be earlier than the date the Arrangement comes into operation (i.e. is signed by both Participants) and indicates the earliest point at which the Partner may incur, or commit to incur, costs that can be paid from the Grant. |
| PROJECT TITLE | The *TBC* name for the Project to be delivered |
| PROPOSAL | The document written and submitted by the Partner setting out the Project |
| RESULTS FRAMEWORK | The logframe or other results framework that contains the expected outputs, outcomes and impact along with measurable indicators and milestones to assess progress against a defined baseline. |
| THE/THIS ARRANGEMENT | The provisions within this document, its Annexes including the corresponding Proposal, Results Framework and Project Budget, and any subsequent amendments |
| THIRD PARTY | Any person, organisation or entity other than the Partner or *TBC* |
| UK GOVERNMENT | The Government of the United Kingdom of Great Britain and Northern Ireland |
| UNSPENT FUNDS | Any part of the Grant paid to the Partner that remains unspent and uncommitted at the end of the Grant Period |

| VALUE FOR MONEY | Making the best possible use of our resources to maximise our impact. This means driving cost efficiency, throughout the life of the programme by budgeting and pricing realistically and appropriately to reflect delivery requirements and levels of risk over the life of the programme. It also entails managing uncertainty and change by regularly monitoring and updating programme plans and budgets, and building appropriate contingency levels therein, to protect value in the often-challenging environments that both parties work in. |
|---|---|

## ANNEX 2: PARTNER PAYMENT REQUEST FORM

| To: | [INSERT {*TBC* PROJECT MANAGER}, {COUNTRY/DEPARTMENT}] |
|---|---|

When submitting this payment request the Partner must include the following supporting documentation:
1) Detailed project financial reports that set out in both cash and resource terms actual expenditure to date against the approved project budget and quarterly forecast expenditure for FCDO's financial year (1 April-31 March).
2) Reports must be in Sterling (GBP). Foreign currency reports should be converted using the relevant exchange rate in OANDA (www.oanda.com).
3) In multi-donor arrangements, reports should clearly segregate the *TBC* proportion of funding.
4) For payments in advance, a copy of the Partner's justification and *TBC*s agreement.

## Title and Details and Summary of Funding

| | | | |
|---|---|---|---|
| Organisation | | | |
| Title of Grant / Project name | | | |
| Project Location | | | |
| *TBC* Component Code / Purchase Order No. | | | |
| Date of Claim | | | |
| Period of detailed Statement of Expenditure | {dd/mm/yyyy} | *to* | {dd/mm/yyyy} |
| Period of detailed Forecast of Expenditure | {dd/mm/yyyy} | *to* | {dd/mm/yyyy} |

| *For Payments in Arrears* | |
|---|---|
| (a) Unspent balance of *TBC* funds for the quarter ending **{dd/mm/yyyy}** | |
| (b) Partner Expenditure for the quarter ending **{dd/mm/yyyy}** | |
| **Payment requested for previous quarter ((b)-(a))** | |

*OR*

| *For Payments in Advance* | |
|---|---|
| (c) Unspent balance of *TBC* funds for the quarter ending **{dd/mm/yyyy}** | |

| | |
|---|---|
| (d)   Forecast of Expenditure for next quarter ending **{dd/mm/yyyy}** | |
| **Payment requested for next quarter ((d)-(c))-** | |

| *For All Projects* | |
|---|---|
| **Partner Forecast Expenditure to 31 December** | |
| **Partner Forecast Expenditure to 31 March** | |

## Partner Bank Details

| | |
|---|---|
| Bank Name: | |
| Bank Postal Address: | |
| Name of Account: | |
| Bank Account Number: | |
| Sort Code: | |
| Currency of Bank Account: | |
| IBAN number: [required for bank accounts within Europe] | |
| SWIFT number: | |
| ABA or BIC Number: [BIC required for bank accounts within Europe] | |
| Intermediary bank details: | |
| Bank Email Address: | |

## ANNEX 3: AUDIT DISCHARGE

**{PARTNER NAME}** will provide to *TBC*, within six months of the end of its financial year, independent assurance that *TBC* funds have been used for the intended purposes by submitting **[SELECT AS APPROPRIATE:**

**{annual accounts audited by an independent and appropriately qualified auditor where *TBC* project funding is clearly segregated from other funds.}**
**OR**
**{a statement showing *TBC* project funding that is certified by an independent and appropriately qualified auditor. Accompanied by the Partner's annual audited accounts.}]**

## Certification

I certify that this claim is correct and that the sum requested is properly due on the basis of the information provided, project outputs and outcomes and on the work carried out or future work plans. I confirm that receipt of this payment will not result in double funding of the work carried out or future activities. I have the authority to sign this on behalf of the **{PARTNER NAME}**

| | |
|---|---|
| **Signature:** | |
| **Date:** | |
| **Name:** | |
| **Job title:** | |
| **Address & Contact Details:** | |

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**ANNEX 4: INVENTORY**

**Project Name: {Project Name}**
***TBC*** **Project Number: {Project Number used on Aid Management Platform (AMP)}**                    ***TBC*** **Component Code: {AMP Component Number}**

*TBC considers any equipment and/or supplies purchased in part of fully from TBC funds as project assets if they have a useful life of more than one year; and either (1) the purchase price or development cost of the asset is in excess of £500 or equivalent in local currency; or (2) is a group of lower value items (e.g. pharmaceutical products, food, relief packs, etc.) where the combined value is in excess of £500 or equivalent in local currency; or (3) can be considered an attractive item regardless of cost (e.g. mobile phones, cameras, laptops, tablets, satellite phones, vehicles, etc.).*

| Item no. | Serial no. | Date of purchase (dd/mm/yy) | Description (Make and Model) | Purchase value (£) | Location | Responsible person | Anticipated years of life | Disposal date (dd/mm/yy) | Reason for disposal (if applicable) |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

On behalf of **{PARTNER NAME}** I certify that this inventory is up to date and correct following a physical check on all project assets.  The physical check commenced on **{XX Month 20XX}** and was completed on **{XX Month 20XX}**.  I have the authority to sign this on behalf of **{PARTNER NAME}**.

| | |
|---|---|
| **Signature:** | |
| **Name:** | |
| **Job Title:** | |
| **Date:** | |

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## ANNEX 5: UK INTERNATIONAL DEVELOPMENT AND AID VISIBILITY STATEMENT

As part of this Arrangement with *TBC*, the Partner is required to acknowledge funding from the UK government on ODA funded programmes, in written materials and verbal statements and through use of the UK International Development (UK Dev) or UK Aid logo on programme assets. Please refer to the UK Dev branding guidance for further information on how to acknowledge ODA funding from the UK government. Please note that from 27 April 2023, the UK Aid logo will be used mainly for humanitarian and rapid onset disaster responses. If the Partner is not clear on which logo to use, they should check with the FCDO programme manger.

The Partner may be asked to provide, as part of the agreed reporting requirements, evidence of the branding in use, including photographs of the logo in the field and examples of communications materials. Branding Guidance and details of how to access the UK Dev or UK Aid logo files can be found here: Official Development Assistance (ODA) funded programmes: branding guidance - GOV.UK (www.gov.uk).

By completing and signing this statement the Partner agrees to fulfil these requirements.

| Partner Name | {PARTNER NAME} |
|---|---|
| Project Title and brief description of what it will deliver: | {PROJECT TITLE} |
| **Please list the assets that will be delivered by the programme that will carry the UK International Development or UK Aid logo or acknowledgement of UK International Development funding** | |
| *List all assets including physical items and supplies, and other non-physical items that will be delivered as part of the programme e.g. annual reports, research reports, press releases, websites, other communication or event materials (refer to Sections 5 & 6 of the branding guidance for more information on where UK International Development branding should / should not appear)* | |
| **Please list the assets that will be delivered by the programme that will not carry the UK International Development or UK aid logo and/or acknowledgement of funding and explain clearly why these items will not carry UK International Development or UK Aid branding** | |
| *All exceptions require approval by the Head of Department of the team in whose portfolio the programme sits and a record of this approval, e.g. an email, should be kept along with the programme documentation (refer to Section 6 of the UK Dev branding guidance for more information on branding exceptions)* | |

**Declaration**

I understand that no UK International Development funds may be used to procure any promotional communications goods or activities that do not have a direct impact on the successful delivery of this programme or serve to increase the transparency of funding.

By signing this statement, the Partner agrees to fulfil the commitments stated above.

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**{PARTNER NAME} Representative:**

Name:

Job title:

Signature:

Date:

**Agreed by *TBC* programme manager:**

Name:

Job title:

Signature:

Date:

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## ANNEX 6 – JOINT DONOR LANGUAGE ON SEAH

1. The Participants have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and harassment ("SEAH").[1] This means the Partner, and its implementing partners, will take all reasonable and adequate steps to prevent SEAH of any person linked to the delivery of this Arrangement by both its employees and any implementing partner and respond appropriately when reports of SEAH arise. The Partner must apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse and the following principles and practices when implementing this programme and provide evidence to demonstrate this where required:
   a) Adherence to the IASC-Minimum Operation Standards and/or SEA elements of the Core Humanitarian Standard on Quality and Accountability;
   b) A survivor-centred approach[2] to SEAH issues;
   c) Strong leadership and signalling on tackling SEAH;
   d) Make all reasonable and adequate efforts to address gender inequality and other power imbalances;
   e) Robust reporting to enhance accountability and transparency;
   f) Ensure that SEAH standards from this arrangement are reflected in funding templates with implementing partners, [for UN entities: by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners.]

2. The Partner will adhere to the following reporting requirements:
   a. The Partner will promptly contact through written notice to reportingconcerns@fcdo.gov.uk to report any allegation credible enough to warrant an investigation of SEAH related to this Arrangement.
   b. The Partner should also promptly report to reportingconcerns@fcdo.gov.uk any allegation credible enough to warrant an investigation of SEAH that are not directly related to this Arrangement but would be of significant impact to the partnership.
   c. [For UN entities] The Partner will report all allegation credible enough to warrant an investigation of sexual exploitation and abuse and, where relevant, the action taken, with regard to its governance and operations, regardless of the relation to this Arrangement, to the Secretary-General's public reporting mechanism on SEA.

3. The report, as referred to in paragraph 2.a and 2.b, will indicate: [agreement/arrangement number], nature of the alleged misconduct, date of alleged misconduct, date of first report to Partner, location [as/if specified by [donor]], involvement of implementing partner, state of affairs concerning the investigation and the action that will be taken by the Partner, and whether the case is referred to law enforcement. The organisation will provide updates on the status of the case. The notice will be given in writing and delivered to the point of contact mentioned in paragraph 2.a and 2.b.

---

[1] See UNGA Resolution A/RES/73/148 for the definition of sexual harassment and UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse. Both definitions are included in the DAC Recommendation on Ending Sexual Exploitation, Abuse, and Harassment in Development Co-operation and Humanitarian Assistance: Key Pillars of Prevention and Response.

[2] A survivor-centred approach is one for which the survivor's dignity, experiences, considerations, needs, and resiliencies are placed at the centre of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the UN Protocol on Allegations of SEA Involving Implementing Partners, the survivor should be informed, participate in the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the survivor and/or handling information regarding the allegation must maintain confidentiality, ensure safety of the survivor, and apply survivor-centred principles which are safety, confidentiality, respect, and non-discrimination. When the survivor is a child, the approach must consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection.

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4. It is understood and accepted that the Partner's arrangement to report on SEAH is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.

5. When the Partner becomes aware of suspicions or complaints of SEAH, the Partner will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the survivor.

6. The donor or any of its duly authorised representatives may at all times carry out reviews, evaluations or other control measures to verify the Partner's zero tolerance for SEAH. The Partner shall fully cooperate with the donor or any of its duly authorized representatives or agents to carry out such control measures.

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## ANNEX 7: NOTIFICATION OF RETURN OF FUNDS TO *TBC*

| To: | {*TBC* Project Manager Country / Department X} |
|---|---|

**Project Details**

| Partner Name | |
|---|---|
| *TBC* Project Name | |
| Purchase Order / Project Code | |
| **Payment Date** | |
| **Payment Amount to *TBC*** | |

**Payment Method**

For UK Payments under £10,000 we recommend the use of BACS. For UK Payments in excess of £10,000 we recommend the use of CHAPS. Cheques should be made payable to '*TBC*' and sent to the *TBC* Programme Manager.

**Bank Details**

For payments in GBP pounds sterling (£):

| Account Name: | |
|---|---|
| *TBC* Bank: | |
| Bank Address: | |
| *TBC* Sort code: | |
| *TBC* Account number: | |
| IBAN: | |
| SWIFT/BIC: | |

For payments in Euros (€):

| Account Name: | |
|---|---|
| *TBC* Bank: | |
| Bank Address: | |
| *TBC* Sort code: | |
| *TBC* Account number: | |
| IBAN: | |
| SWIFT/BIC: | |

For payments in US dollars ($):

| Account Name: | |
|---|---|
| *TBC* Bank: | |
| Bank Address: | |
| *TBC* Sort code: | |
| *TBC* Account number: | |
| IBAN: | |
| SWIFT/BIC: | |

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| Partner Contact Details | |
|---|---|
| Name: | |
| Position: | |
| Address: | |
| E-mail: | |

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## ANNEX 8: NOTIFICATION OF PAYMENT BY *TBC*

| To: | **{Name of Partner, (Country Office)}** |
|---|---|
| CC: | ***{TBC* X}** Country Office |

| | |
|---|---|
| Partner Name | |
| *TBC* Project Name | |
| Purchase order / Project Code | |
| **Payment Date** | |
| **Payment Amount** | |

Payment has been made to the bank account as provided on the Payment Request Form, confirmed below:

| | |
|---|---|
| Bank Name: | |
| Bank Postal Address: | |
| Name of Account: | |
| Bank Account Number: | |
| Sort Code: | |
| Currency of Bank Account: | |
| IBAN number: {required for bank accounts within Europe} | |
| SWIFT number: | |
| ABA or BIC Number: {BIC required for bank accounts within Europe} | |
| Intermediary bank details | |

| *TBC* **Contact Details** | |
|---|---|
| Name: | |
| Position: | |
| Address: | |
| E-mail: | |

**APPENDIX F: DUE DILIGENCE GUIDE**

# FCDO Due Diligence Guidance for External Partners

## Contents

# 1. Purpose of the Guide

This guide is designed to explain to the Foreign, Commonwealth and Development (FCDO) partners and external stakeholders how due diligence processes operate within the FCDO. This document should prepare partners for what to expect if undergoing an FCDO Due Diligence Assessment (DDA) or Central Assurance Assessment (CAA).

# 2. Why due diligence matters

The FCDOs due diligence approach forms part of our risk assessment process intended to gain assurance that our potential delivery partners have the technical capability, capacity, and financial stability to deliver our programmes effectively and efficiently, and that outcomes and value for money are achieved.  Due diligence can also identify risks to our partners' ability to deliver in line with FCDO's expectations and in line with the funding arrangement, which partners and programme teams can then manage over the programme cycle. It is also an opportunity for our partners and FCDO to get to know each other's expectations and priorities, which in turn can lead to improved understanding, communication and helps to foster positive partnerships into the future.

Due diligence helps the FCDO ensure that the delivery partnerships we form are appropriate before funds are released or agreements signed, but its value extends beyond this decision point.  Due diligence informs risk management and programme delivery throughout the programme cycle, enabling our programme teams to work closely with partners to tackle potential concerns in implementation and share and build on good practice.

The importance of due diligence is underlined by its requirement as a programme rule, which forms part of the [FCDO Programme Operating Framework](#) (PRoF)

The FCDO understands the resource burden due diligence places on our partners, and we will strive to minimise that, however, we have a responsibility for safe use of government money which demands that we do conduct appropriate assessments of our partners.

# 3.  Overview of the FCDO Due Diligence Framework

The FCDO takes a risk-based approach to partnerships as we operate in highly complex and challenging environments and will undertake higher risk activities if

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Dated: Dec 2021

Author: FCDO Better Delivery Department

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the expected results justify this, and FCDO are comfortable that the mitigating actions keep the residual risk to an acceptable level. Our programme teams achieve this by agreeing a risk appetite (the risk they can tolerate to achieve objectives) during the design stage and managing risk exposure within appetite across the programme cycle, escalating or mitigating risks, which exceed appetite.
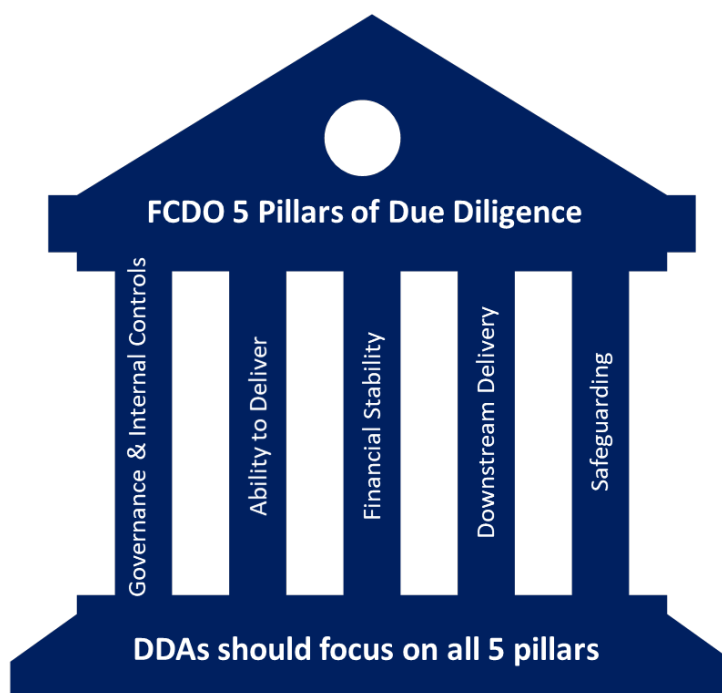
The FCDO operates under five principles and five pillars of due diligence:

## 3.1 Five Principles of Due Diligence

| Principles | Description |
|---|---|
| Responsible and Accountable: | Effective risk-based due diligence provides assurance that public funds are being spent to maximise impact and value for money. It can help improve performance by identifying and appropriately responding to risks. |
| Context-specific | It is important to understand the capacity and capability of the partner to deliver in the context that they are operating in. |
| Evidence-based | Due diligence critically analyses a range of evidence including policies, processes, controls, and financial information to inform decisions on each partner and provides an opportunity to identify and share lessons and good practice internally and externally. |
| Proportionate and balanced: | Assessment scope and depth depends on a range of criteria, including risk appetite, programme size and complexity programme, value, inherent risks, availability of evidence, programme objectives, timeline (urgency) and any history with the partner. |
| Transparent: | Due diligence helps us fully understand what we are investing in. This can help in being transparent with the public. Due diligence also helps assess whether partners have the capacity and capability to be transparent too. |

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## 3.2 Five Pillars of Due Diligence

Due diligence assessments and central assurance assessments evaluate partners through five pillars:



FCDO 5 Pillars of Due Diligence

Governance & Internal Controls · Ability to Deliver · Financial Stability · Downstream Delivery · Safeguarding

DDAs should focus on all 5 pillars

| Pillar | Assurance areas |
|---|---|
| Governance and Internal Controls | This pillar focusses on how partner organisations are established, structured, directed and controlled. It seeks to understand how the organisation operates. |
| Ability to Deliver | This pillar focusses on an organisation's capacity and capability to deliver programmes of the type, size, and complexity that the funding applies to. |
| Financial Stability | This pillar focusses on establishing if the partner organisation exposes the FCDO to any financial or Value for Money VFM risks and how these are managed. |
| Downstream Delivery | This pillar focusses on how the organisation manages any downstream delivery partners in terms of governance, and how due diligence is cascaded further down the delivery chain. |
| Safeguarding | This pillar focusses on controls and processes to avoid harm to people or the environment with a specific focus on the prevention of harm via sexual exploitation, sexual abuse, and sexual harassment. |

4

| The depth to which the five pillars are examined during an assessment will vary according to a range of factors, considering the risk appetite and level of Inherent risks, as a result this will look different depending on the programme. | | |
|---|---|---|
| **Pillar** | **Description** | **Indicative areas of focus** |
| Governance and Internal Control | Understanding who the partner is, and who they are owned by (if applicable) by and how the partner is:<br><br>- organised.<br>- directed.<br>- controlled.<br><br>It is important to understand how the oversight and risk management in the organisation and how governance is well embedded in the country or region where the programme will operate. | • Ownership and legal structure<br>• Board/management/business unit structure and experience<br>• Conflict of interest protocols<br>• Risk management & Policy governance (and across all pillars)<br>• Performance management<br>• Audit structure and approach<br>• General Whistleblowing<br>• Counter-aid diversion<br>• Data protection, information security and Cyber security<br>• Diversity and inclusion across the organisation |
| Ability to Deliver | It is important to understand if the partner will be able to deliver the project in line with our objectives.<br><br>Critically assessing if the partner has the capability and capacity to deliver the programme. | • Experience and skills of key staff managing or delivering the programme<br>• Stakeholder engagement processes (such as beneficiary engagement)<br>• Recruitment protocols<br>• Performance management systems (staff and programmes)<br>• Business continuity |
| Financial Stability | It is important to ensure that there is no risk of the partner going into financial distress, as this failure could result in the programme closing or needing to be redesigned.<br><br>Financial reporting (to FCDO and within the partner) should be regular, timely, understandable, complete, and accurate.<br>FCDO want to ensure that the partner is attaining results in a value for money way with limited opportunities for waste/losses. | • Financial stability<br>• Financial reporting (internal and external)<br>• Asset and inventory management<br>• Procurement processes<br>• Fund and Financial risk management<br>• Segregation of duties |
| Downstream Delivery | Partners using downstream partners can transfer risk management responsibly.<br><br>FCDO partners should be taking steps to understand their partners and managing risks from working through them (such as safeguarding, delivery or fiduciary).<br><br>It is important to ensure that partners can trace further disbursement of funding through the supply chain. | • Selection criteria and process<br>• Downstream mapping and transparency & downstream due diligence<br>• Performance management systems<br>• Monitoring and evaluation of downstream partners<br>• Financial reporting<br>• Aid diversion controls |
| Safeguarding | Programme interventions should not risk inadvertently causing harm to people or the environment. Partners should have appropriate measures to prevent, detect, respond to and report safeguarding incidents. The assessment will investigate what expertise, systems, and policies they have in place to safeguard against harm. The relevance of this expertise will be mapped against the programme design in question.<br><br>FCDO have a zero-tolerance approach to inaction, mishandling or ineffective controls in relation to Sexual Exploitation and Harassment (SEAH) | • Policy, culture, and processes<br>• Environment and social impacts, indigenous people, vulnerable people, cultural heritage, and labour management (HR)<br>• Consultation and engagement methods<br>• Whistleblowing/grievance procedures<br>• Code of conduct<br>• Environmental and social safeguard capacity within the downstream partners |

# 4 FCDO Due Diligence Assessments (DDA)

***FCDO Accountable Grant (AG) and Memorandum of Agreement (MoU)*** DDAs must be completed before an agreement is signed and funding is disbursed to the chosen partner or, for "rapid onset" humanitarian emergencies a formal DDA can be completed after disbursing the initial funds but must still be completed.

Our programmes team engage with our partners at an early stage to explain the process and discuss any concerns the partner may have. The partner will be issued with an "**Acknowledgement of due diligence and processing of data**" notice which will specify how the FCDO manage information that is gained through the due diligence process.

Our programme teams will scope a DDA to be proportionate to the risks and risk appetite of the project or programme, considering how complex the programme/project is imperative when determining proportionality in due diligence.

Our programme teams are encouraged to use any available information either within FCDO or publically available to limit requests on our partners for already available information as part of FCDO's review while scoping. This includes previous DDAs or other assessments that the partner is willing to share.

After scoping out a DDA, proportionality is continually reassessed, as such throughout the DDA there may be further areas that arise that require further investigation.

The DDA itself may be conducted in several different ways, depending on the context, risk, or history of engagement with the FCDO. However, in many cases our programmes team will issue a tailored questionnaire to the partner seeking answers to some open questions regarding the processes, policies, and controls in place. This will also be an opportunity for the partner to explain and demonstrate strong controls and provide documentary evidence to support responses. The partners responses will be analysed and may lead to our teams seeking to gain further documentation. In some cases, face-to-face meetings will take place at the partner's locations or done virtually, if more appropriate. In person meetings facilitate shared learning and fosters positive relations and outcomes.

After the analysis there may be discussions regarding recommendations or actions that can be put in place to tackle any identified risks or gaps in a partner's controls, capabilities, or processes. If the DDA identifies risks that sit outside the specific FCDO risk appetite there will be a discussion on how to bring that within risk

appetite through various actions. These actions will be recorded in the programmes risk register and managed as part of ongoing programme management.

The FCDO does not consider due diligence as a one-off exercise; but rather link with risk assessments and other tools that can help manage risks. FCDO will review risks raised at the initial assessment regularly, for example, through risk assessments and through regular monitoring meetings, reporting or reviews (including beneficiary engagement). Actions, agreed with the partner, for managing risks or gaps identified in the initial due diligence, are tracked to effective implementation.

# 5. Multilateral due diligence

The significant proportion of the UK's ODA spend is delivered through core or non-core contributions to multilateral organisations. There is a different approach to assurance and due diligence for core and non-core funding to multilateral organisations.

## 5.1 Core Contributions to multilateral organisations

Core contributions are made directly to multilaterals to support the overall aims of the organisation and deliver objectives in line with their core mandate. When FCDO provides core funding to a multilateral organisation, due diligence of that organisation is undertaken by the FCDO Institutional Lead through a Central Assurance Assessment (CAA). If there is no CAA arrangement in place, then a proportionate due diligence assessment will be completed.

The CAA is a periodic assessment (usually done every 3 years) conducted in close cooperation with the multilateral organisation and focuses on the central systems and processes of the organisation. The FCDO works with the partner to gather evidence to evaluate the organisation against the same five pillars identified in the due diligence framework at 3.2 of this document.

The CAA aims to provide an overall judgement of the risks related to working with that organisation, underpinned by assurances that it has an appropriate governance structure, that central policies, controls, and processes of sufficient quality are in place to ensure that core funding will be administered effectively and appropriately.

## 5.2 Non-core funding to Multilateral organisations

7

Non-core funding is provided when FCDO decides a multilateral organisation is the most effective delivery partner for a specific outcome in a local context or policy area.

Non-core arrangements (often referred to as "multi-bi" or "bilateral through multilateral" programmes) can take many forms, from large Centrally Managed Programmes (CMP), to programmes in a specific country or region where FCDO posts have selected a multilateral partner as the best delivery option over others (e.g., NGOs or contractors). Multi-bi programmes may also involve other donors, such as multi-donor trust funds.

Non-core multilateral programmes should be supported by appropriate funding arrangement-specific due diligence to understand and gain appropriate assurance on how the multilateral's governance, rules, policies, and procedures will be operated in the specific local contexts and operating environments. Local DDA questions focus on local operational delivery to establish how the programme will be implemented and managed in country and ensure that any contextually specific issues or risks are being properly considered by the multilateral and its implementing partners.

Local due diligence is conducted by the multi-bi programme team (e.g., in country). The Senior Responsible Owner (SRO) or Programme Responsible Owner (PRO) for any potential multi-bi programme will consult with the Institutional Lead for the relevant multilateral organisation concerned, to ensure that they are aware of any overarching reform priorities, performance concerns or risks linked to the overall governance or performance of that organisation.

The multi-bi programme team will use the CAA (if available) as a starting point for desktop research to prevent duplication of effort for our programme teams and for the partner. Programme teams draw key information from the CAA of the multilateral concerned and not re-request or seek to duplicate assurances that have been gained through the central process. Instead, local due diligence should focus on assessing the capacity and capability of the organisation to apply its own procedures and implement the non-core programme <u>in the local context and operating environment</u>.

## 6. Commercial Contract Due Diligence

As part of the competitive tender process, FCDO's Commercial Department will perform due diligence assessments. The assessment differs depending on the value of the contract. Programme teams are expected to conduct due diligence with support from a Delegated Procurement Officer if below a certain financial threshold.

## 7. Sharing due diligence information/reports

FCDO may share the due diligence information with the partner organisation who is subject to the assessment. The assessment is intended for FCDO use only and has been classified as such. However, FCDO may share assessments with other UK government or public bodies. Our partners must not make assessments available to other external bodies without the express permission, granted in writing, from the FCDO.

In the circumstance that FCDO is asked by another donor/delivery partner to share an assessment performed by FCDO, then permission will be sought in writing from the partner in question, prior to releasing the information. FCDO teams will make it clear who the report may be shared with and explain the reason why FCDO wish to share the document.

## 8. Delivery Chain Mapping

As part of the FCDO five pillars of due diligence it is important that there is a good understanding of any subsequent partners within the delivery chain.

As part of the initial due diligence, partners must submit a Delivery Chain Map (DCM), this enables the FCDO programme team to initially identify any risks arising from the proposed delivery chain. There is a delivery chain mapping guide publically available for partners here. PRoF - Delivery Chain Mapping Guide.

FCDO predominantly focus DDAs on the partner in direct receipt of FCDO funding and as part of this DDA we would seek to gain an understanding and assurance on how the partner is subsequently managing any risk in the supply chain and downstream partner network.

## 9 Environmental and Social Safeguarding

FCDO are responsible for delivering against ministerial and UK Government priorities, with a clear understanding of our role and the role of others in pursuing government policy. We are accountable for rigorous programme design, managing programme risk and performance effectively; and avoiding doing harm.

The FCDO expect partners to attentively consider social and environmental safeguards through their own processes. The capacity and capability of our partners to manage risks of the interventions causing harm to either people or the environment, within the programme risk appetite, are considered throughout the programme cycle.

The safeguarding pillar of the FCDOs due diligence framework covers all safeguarding elements that are relevant to the programme in question: this includes all social (which includes sexual exploitation, abuse, and harassment) and environmental impacts. FCDO Programme teams take a risk-based approach to scoping the relevant safeguarding assessment as part of the due diligence assessment. When carrying out DDAs, programme teams review the programme and the partner's risk register with a lens on possible social and environmental risk and impacts.

One part of ensuring environmental and social safeguards are being well addressed is through the existence of strong beneficiary feedback and engagement throughout the stages of the programme ensures feedback loops are in place.

Based on the context of the programme, programme teams gather evidence from prospective partners that provide assurance they have the capacity to manage those impacts and risks sufficiently to deliver the 'Avoiding Harm' approach to development. This means understanding and managing risk of any potential harm that could occur to people or the environment. It is important for the FCDO to understand the scope of safeguarding risks that might need to be considered in each project and work with partners to ensure that any risks are identified, noted and mitigation measures in place and monitored with clear oversight responsibility.

# 10 Sexual Exploitation and Abuse and Harassment (SEAH)

As highlighted in section 3.2 of this document FCDO has a specific focus on Safeguarding in our framework. We have detailed guidance and criteria when it comes to assessing partner capability on safeguarding against sexual exploitation and abuse and sexual harassment (SEAH) and on child safeguarding. The table below summarises the six areas related to SEAH that are examined through the safeguarding due diligence process. For more information, please access the detailed guidance here:

**SEAH Safeguarding Due Diligence Guidance:**
https://www.gov.uk/government/publications/dfid-enhanced-due-diligence-safeguarding-for-external-partners/enhanced-due-diligence-safeguarding-for-external-partners

**Child Safeguarding:**
https://www.gov.uk/government/publications/dfid-enhanced-due-diligence-safeguarding-for-external-partners/child-safeguarding-due-diligence-for-external-partners

## 10.1 Six Areas of SEAH due diligence

**A summary of the six areas of SEAH due diligence**

| SEAH Approach | Complaints & Whistleblowing | Recruitment & Training | Risk Management | Code of Conduct | Governance & Accountability |
|---|---|---|---|---|---|
| Policy<br><br>Standards<br><br>Children & Vulnerable Adults<br><br>Beneficiary Engagement<br><br>Survivor Support | Policy<br><br>Training<br><br>Internal Complaints<br><br>External Complaints<br><br>Case Register | Job Descriptions & Risk<br><br>Selection & Interview<br><br>References & Vetting<br><br>Induction & Refresher Training | SEAH Risk Category<br><br>Regular Review<br><br>Fundraising<br><br>Online Risks<br><br>Downstream Partners | Code of Conduct<br><br>IASC Six Principles<br><br>Staff Signature | Designated Board Safeguarding Lead<br><br>Board Handling of SEAH<br><br>Local Focal Points<br><br>Requirements of Others |

# 11. Compliance with the International Aid Transparency Initiative (IATI)

Prior to programme commencement FCDO may check that the potential partner has a file registered on the IATI website and whether they are publishing information. FCDO staff may check via d-portal.org, looking for the partner's name in the publisher field. If they are visible on the site, FCDO will note that the

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organisation has completed the expected first step. Programme teams then consider whether information is being published by checking the results available.  If this is not present the staff member may discuss with the organisation FCDO expectations for IATI publication.  During the programme delivery and at annual checks, some parts of FCDO may go further and check that programme information is being published to the website regularly, and that downstream partner information is also present.

# 12. Data Protection and Information Sharing

As part of the FCDO due diligence process information will be gathered that will help us gain assurance that our partners:

- Have the capacity and capability to deliver our programmes
- Do not present unacceptable fiduciary, fraud, safeguarding or other reputational risks.

As part of the due diligence process, we may conduct background checks on key management (staff and/or volunteers), directors and/or trustees to provide assurance in respect of the points outlined above using publicly available information or our internally held data. In addition, we may ask for other information, including personal information such as, but not limited to, salaries for given positions, to help us assess value for money and fiduciary risk, information about individuals' criminal records to assess safeguarding and other risks, or CVs to assess the experience and skills of the staff delivering or involved in FCDO programmes.

We may need to share information gained through this assessment with other UK government departments and public bodies (including law enforcement entities).

The [FCDO Privacy Notice](#) sets out how we process any personal data which we use or obtain and we specifically refer you to it.

The FCDO is subject to the requirements of the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the UK General

Data Protection Regulation, the Data Protection Act 2018 (DPA), subordinate legislation and guidance and codes of practice issued by the Information Commissioner and relevant Government Departments.

Should you have any queries regarding the above please discuss them with your point of contact within the FCDO in the first instance.

For more information on personal data: https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/what-is-personal-data/

# 13. Reporting Concerns

The FCDO expects partners to have effective incident management procedures in place to respond to incidents of any kind effectively. This may include the capacity and capability to initiate their own investigation or to commission an external investigation. Incident investigation and reporting is an important part of good governance, transparency, and overall performance. Partners should keep FCDO programme teams informed of incidents relating to FCDO funded programmes. Incidents can include any suspected fraud, theft, bribery, corruption or other breach of governance policies or any suspected harm caused to people or the environment.

If there is a suspected safeguarding incident which includes incidents of sexual exploitation, abuse, or harassment, the FCDO expect our partners to take it seriously through reporting, learning (e.g., changes made to policies and practices) and providing support to those affected. It is also important to take a survivor-centred approach when deciding upon reporting safeguarding incidents to authorities. For example, whether reporting would cause harm to the survivor, witnesses, or other parties. Consideration should also be given by the organisation to the support needed by all those affected by the incident, including staff and volunteers assisting victims of sexual abuse, exploitation, and harassment.

Concerns should be reported immediately to FCDO's Reporting Concerns inbox at reportingconcerns@fcdo.gov.uk or through the confidential reporting hot line +44 (0)1355 843 747.

## 14. Further support

The topics below will be of help. Programme teams are advised to seek help from departmental colleagues which may include the Social Development Adviser or Safeguarding Lead.

- FCDO Programme Operating Framework
- Contact reportingconcerns@fcdo.gov.uk to report concerns
- SEAH Safeguarding Due Diligence Guidance: SEAH Safeguarding Due Diligence
- Child Safeguarding: Child Safeguarding
- The Core Humanitarian Standard, the CHSA Guidance Notes and Indicators (including the new PSEA Index), and the CHSA PSEAH Handbook.
- IASC Minimum Operating Standards on Preventing Sexual Exploitation and Abuse and PSEA Guidance
- FCDO Resource and Support Hub
- ICED SEAH Infrastructure Tool
- https://safeguardingsupporthub.org/

14

**FCDO Partners** – for any specific queries relating to this guide please contact your designated FCDO programme representative.  For any general queries regarding this guide please contact the FCDO Due Diligence Hub at duediligencehub@dfid.gov.uk

**Control sheet**

| Version | Preparation | Sign off | Date |
|---------|-------------|----------|------|
| 1.0 | Margaret Tracey – Senior Due Diligence Adviser | David Wasley – Team Leader – Due Diligence Hub | December 2021 |

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Author: FCDO Better Delivery Department

**APPENDIX G: Dialogue Driven Partnerships, British Embassy Kathmandu**

Objectives:

- To onboard new implementing partners into the British Embassy (BEK) portfolio, ensuring understanding of FCDO compliance and programme processes and procedures.

- To build common understanding and deliver on shared principles for the UK's development engagement in Nepal, including but not limited to developing evidence-based, adaptive, and collaborative programme and portfolio delivery.

- To examine the UK's development portfolio through theme-specific lenses (e.g. GEDSI) and to look forward at likely risks and opportunities within the dynamic context of Nepal, assuring our programming is adaptive and agile.

- Building on previous learning, to ensure that the UK portfolio is more than the sum of its programmatic parts; that all partners engage in Nepal on the basis of best practice and learning, that partners prioritise collaboration and reflection, and the UK role models an improved, portfolio approach to development assistance.

- Coherence, collaboration, learning and adaptation across portfolio themes at BEK. Stronger portfolio impacts and greater Value for Money (VFM).

- Identifying what's not working and ensuring the dialogues help solve problems, build consensus on ways of working, and support evidence-based decision making on portfolio priorities.

- Support partners to embed portfolio co-ordination vision and approaches, mutually reinforce BEK community of practices and support portfolio level harmonisation and coherence across all partners.

What Success looks like:

Programme implementing partners understand FCDO and BEK's vision, portfolio and ways of working from an early stage. Programme partners are able and proactive in spotting gaps, risks and opportunities for cross-portfolio collaboration leading to increased organic engagement outside of the Roundtable. Programme partners contribute effectively to and provide learning across the portfolio and take on an adaptive management approach, reflecting changes in context and opportunities.

Requirements:

The supplier is required to participate in a series of dialogues. Some of these will be thematic and externally focused, convening Civil Society Organisations (CSOs), local, provincial or

federal governments representatives, with relevant implementing partners and experts, others will be partnership focused, bringing together FCDO implementing programme partners and teams. These roundtable discussions will facilitate portfolio coherence, collaboration, learning and adaptation across portfolio themes at BEK.

The supplier is required to contribute constructively, proactively and effectively to these discussions and provide learning, offer recommendations and build consensus.

The supplier is required to make reasonable endeavours to reflect learnings and recommendations from the discussions in the delivery of the RIVA contract, where these are consistent with the objectives, requirements, terms and conditions of the RVIA contract. Where the supplier identifies conflict between the learnings and recommendations from the Roundtables and the objectives, requirements, terms and conditions of the RIVA contract, they are required to raise this formally with the RIVA contract manager and resolve conflicts through normal contract management processes and remedies including, if necessary, contract amendment.

Anticipated Approximate Timeline and Time Commitment

| Event | Duration/Likely Location for each event | Frequency/timing |
|---|---|---|
| Thematic dialogues (up to 5, though participation only required where themes are relevant) | Half Day<br><br>Sterling Hall, BEK | Each few months from September 2024 |
| Two day thematic event | Up to 2 full days<br><br>Venue TBD | Once, Mid 2025 |
| Partnership focussed discussions (up to 4) | Up to a Half Day,<br><br>Sterling Hall, BEK | November 2024, February 2025, April 2025 |
| Six Monthly Partnership Days (2) | Up to 1 full day<br><br>Venue TBD | May 2025 |

Attendance will be in person and the implementing partners are required to pay for their own travel and logistics. The expectation is that the FCDO Implementing partners will send senior programme management staff who are based in Nepal.

The supplier is required to complete a survey after each programme partners event.

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**Annex B**

**SCHEDULE OF PRICES**

1. It is a requirement that all invoices are presented in the format of the payment basis, and in the case of Fees and Expenses only those categories defined are separately identified. Only one invoice per quarter, as defined in Terms of Reference, should be submitted.

2. Milestone Payments

   The maximum amount to be paid for the completion of the services is fixed at £1,998,093.

   Payment will be made on satisfactory performance of the services, at the payment points defined in the Terms of Reference.

   At each payment point set criteria will be defined via the process defined in the Terms of Reference. Payment will be made if the criteria are met to the satisfaction of FCDO.

   The prices/rates used to price the services will be those set out in the pro-forma cost template (below).