



Department
for Environment
Food & Rural Affairs

Conditions of Contracts

Provision of Services

ecm_64468 Provision of a Fund Manager to support the Biodiverse Landscapes Fund

April 2022



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A GENERAL PROVISIONS

A1 Definitions and Interpretation

Unless the context otherwise requires the following terms shall have the meanings given to them below:

“Affected Party” means the Party seeking to claim relief in respect of a Force Majeure Event.

“Affiliate” means in relation to a body corporate, any other entity which directly or indirectly Controls is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

“Approval” and “Approved” means the prior written consent of the Authority.

“Authorised Representative” means the Authority representative named in the CCN as authorised to approve agreed Variations.

“Authority Data” means:

(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Authority; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to the Contract; or

(b) any Personal Data for which the Authority is the Controller.

“Authority Premises” means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Contractor or its Sub-Contractors for provision of the Services.

“Authority Software” means software which is owned by or licensed to the Authority (other than under or pursuant to the Contract) and which is or will be used by the Contractor for the purposes of providing the Services.

“Authority System” means the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Contractor in connection with the Contract which is owned by or licensed to the Authority

by a third party and which interfaces with the Contractor System or which is necessary for the Authority to receive the Services.

“BPSS” means the HMG Baseline Personnel Security Standard for Government employees.

“Bravo” has the meaning given in paragraph 1.2 of the Form of Contract.

“CCN” means a change control notice in the form set out in Schedule 3.

“Commencement Date” means the date set out in paragraph 1.3 of the Form of Contract.

“Commercially Sensitive Information” means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

- (a) the Price;
- (b) details of the Contractor’s Intellectual Property Rights; and
- (c) the Contractor’s business and investment plans

which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause E4;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Contract” has the meaning given in paragraph 1.1 of the Form of Contract.

“Contract Period” means the period from the Commencement Date to:

- (a) the End Date; or
- (b) following an Extension, the end date of the Extension

or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

“Contracting Authority” means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.

“Contractor Software” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services and which is set out in Schedule 7.

“Contractor System” means the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Authority System).

“Control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly.

“Controller” has the meaning given in the GDPR.

“Copyright” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and “Crown Body” is an emanation of the foregoing.

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

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

“Data Protection Legislation” means (i) the UK GDPR (ii) the EU GDPR to the extent the EU GDPR applies, the LED and any applicable national implementing Laws as amended from time to time (iii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iv) all applicable Law about the processing of personal data and privacy.

“Data Protection Officer” has the meaning given in the GDPR.

“Data Subject” has the meaning given in the GDPR.

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

“Database Rights” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Default” means any breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“DPA 2018” means the Data Protection Act 2018.

“EIR” means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“End Date” means the date set out in paragraph 1.3 of the Form of Contract.

“Equipment” means the Contractor’s equipment, consumables, plant, materials and such other items supplied and used by the Contractor in the delivery of the Services.

“Escrow Account” means the account referred to in clause C5.

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

“Extension” has the meaning given in paragraph 1.4 of the Form of Contract.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“Force Majeure Event” means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Contractor or the Staff or any other failure in the Contractor’s supply chain.

“Form of Contract” means Section 1 of the Contract.

“GDPR” means the UK GDPR or the EU GDPR (as applicable).

“General Anti-Abuse Rule” means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs;

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others.

“HMRC” means HM Revenue & Customs.

“ICT Environment” means the Authority System and the Contractor System.

“Information” has the meaning given under section 84 of the FOIA.

“Initial Contract Period” means the period from the Commencement Date to the End Date.

“Intellectual Property Rights” means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“Joint Controllers” means where two or more Controllers jointly determine the purposes and means of processing.

“Key Personnel” mean those persons named in the Specification as key personnel.

“Know-How” means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

“Law” means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the relevant Party is bound to comply.

“LED” means Law Enforcement Directive (Directive (EU) 2016/680).

“Malicious Software” means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information,

executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“Material Breach” means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

- (a) a substantial portion of the Contract; or
- (b) any of the obligations set out in clauses A6, D1, E1, E2, E3, E4, E7, E8 or E10.

“Month” means calendar month.

“NICs” means National Insurance Contributions.

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

“Personal Data” has the meaning given in the GDPR.

“Personal Data Breach” has the meaning given in the GDPR.

“Premises” means the PwC office locations where the Services are to be supplied as set out in the Specification.

“Price” means the price (excluding any applicable VAT) payable to the Contractor by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by the Contractor of its obligations under the Contract.

“Processor” has the meaning given in the GDPR.

“Prohibited Act” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:

- i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
- (c) an offence:
- i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
 - ii) under legislation or common law concerning fraudulent acts; or
 - iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

“Protective Measures” means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule 8.

“Property” means the property, other than real property, issued or made available to the Contractor by the Authority in connection with the Contract.

“Purchase Order” means the document in which the Authority specifies the Services which are to be supplied by the Contractor under the Contract.

“PwC Backed Up Authority Data” means Authority Data which the parties have agreed in writing will be backed up by the Contractor, and which is designated as such in a Schedule to this Contract.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.

“Receipt” means the physical or electronic arrival of the invoice at the address specified in clause A4.4 or at any other address given by the Authority to the Contractor for the submission of invoices from time to time.

“Regulations” means the Public Contract Regulations 2015 (SI 2015/102).

“Regulatory Body” means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules,

regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority.

"Relevant Conviction" means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority.

"Relevant Requirements" means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

"Relevant Tax Authority" means HMRC or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

"Replacement Contractor" means any third party supplier appointed by the Authority to supply any services which are substantially similar to any of the Services in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

"Request for Information" means a request for information under the FOIA or the EIR.

"Results" means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

- a) prepared by or for the Contractor for use in relation to the performance of its obligations under the Contract; or
- b) the result of any work done by the Contractor, the Staff or any Sub-Contractor in relation to the provision of the Services.

"Returning Employees" means those persons agreed by the Parties to be employed by the Contractor (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Contract Period.

"Security Policy Framework" means the HMG Security Policy Framework (available from the Cabinet Office's Government Security Secretariat) as updated from time to time.

"Services" means the services set out in Schedule 1 including any modified or alternative services.

"Specification" means the description of the Services to be supplied under the Contract as set out in Schedule 1 Part 1 including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

"SSCBA" means the Social Security Contributions and Benefits Act 1992.

"Staff" means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

"Sub-Contract" means a contract between 2 or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and "Sub-Contractor" shall be construed accordingly.

“Sub-processor” means any third party appointed to process Personal Data on behalf of the Contractor related to this Contract.

“Tender” means the document submitted by the Contractor to the Authority in response to the Authority’s invitation to suppliers for formal offers to supply the Services and which is set out in Schedule 1 Part 2.

“TFEU” means the Treaty on the Functioning of the European Union.

“Third Party IP Claim” has the meaning given to it in clause E8.5 (Intellectual Property Rights).

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Contractor to provide the Services including the software and which is specified as such in Schedule 7.

“Treaties” means the Treaty on European Union and the TFEU.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“TUPE Information” means the information set out in clause B10.1.

“UK GDPR” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

“Valid Invoice” means an invoice containing the information set out in clause C2.5.

“Variation” means a variation to the Specification, the Price or any of the terms or conditions of the Contract.

“VAT” means value added tax charged or regulated in accordance with the provisions of the Value Added Tax Act 1994.

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

In the Contract, unless the context implies otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;

(e) the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;

(f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;

(g) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time; and

(h) references to the Contract are references to the Contract as amended from time to time.

A2 The Authority’s Obligations

A2.1 Save as otherwise expressly provided, the obligations of the Authority under the Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, and the exercise by the Authority of its duties and powers in any other capacity shall not lead to any liability (howsoever arising) on the part of the Authority to the Contractor.

A3 Contractor’s Status

A3.1 The Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

A3.2 The Contractor shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent or employee of the Authority.

A3.3 The parties agree that notwithstanding anything contrary in this Agreement:

(a) the Contractor shall not be, and the Authority shall not require the Contractor to be, a party to, or principle under, any of the grant documents included at Annex 19 of the Specification (the “**Grant Documents**”);

(b) where requested by the Authority, the Contractor will sign or issue Grant Documents, provided that the Contractor shall only do so on the Authority’s behalf, in order to bind the Authority as a party to such Grant Documents; and

(c) the Parties shall agree appropriate amendments to the Grant Documents to give effect to this clause A3.3 before issuing them to any third party.

A4 Notices and Communications

A4.1 Subject to clause A4.3, where the Contract states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter

(sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.

A4.2 If it is not returned as undelivered a notice served:

(a) in a letter is deemed to have been received 2 Working Days after the day it was sent; and

(b) in an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day

or when the other Party acknowledges receipt, whichever is the earlier.

A4.3 Notices pursuant to clauses G3 (Force Majeure), I2 (Dispute Resolution) or to terminate the Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

A4.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

(a) For the Authority:

Contact Name: Tom Redfearn

Address: Lateral House
8 City Walk
Leeds
LS11 9AT

Email: tom.redfearn@defra.gov.uk

(b) For the Contractor:

Contact Name: [REDACTED]

Address: [REDACTED]
[REDACTED]
[REDACTED]

Email: [REDACTED]

A5 Mistakes in Information

A5.1 The Contractor is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Contractor in connection with the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

A6 Conflicts of Interest

A6.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The Contractor will notify the Authority without delay giving full particulars of any such conflict of interest which may arise.

A6.2 The Authority may terminate the Contract immediately by notice and/or take or require the Contractor to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The actions of the Authority pursuant to this clause A6 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

A6.3 (a) The Authority acknowledges and agrees that the Contractor is subject to legal and regulatory obligations relating to audit independence, which may affect the performance of its obligations under this Contract. Within six weeks of the date this Contract is fully signed, the Contractor shall prepare and deliver to the Authority, a plan setting out the Contractor's proposed methodologies for handling a conflict of interest or audit independence restriction scenario, relating to third parties with which the Contractor may be required to deal as part of the Services, and identifying potential workarounds to ensure as a priority that the Contractor can still deliver the Services in a way that is permissible (the "**COI Plan**"). The Parties shall promptly discuss the draft COI Plan and any required amendments, and when finalised, they shall document their agreement to it via CCN.

(b) Where the Contractor believes that the performance of any obligation under this Contract may cause the Contractor to breach any legal or regulatory requirement the Contractor shall promptly notify the Authority, and will implement the provisions of the COI Plan.

(c) If the nature of a conflict of interest or audit independence restriction is such that the Parties agree there are no possible workarounds or acceptable mitigations and the Contractor must cease dealing with the relevant third party in order to avoid a breach of the relevant legal or regulatory requirement, then the Authority may:

(i) terminate the Contract immediately by notice; or

(ii) agree with the Contractor:

(1) an amendment to this Contract to reduce (A) the scope as necessary to remove the obligations that are not permissible (B) proportionately the Contractor's fees to reflect the non-delivery of the removed obligations; and

(2) alternative arrangements for the delivery of the removed obligations, which may include the Authority procuring the removed obligations from a third party supplier, and which in each case shall be Contractor's cost (both the Authority's official internal time costs incurred, and the fee payable to the relevant third party supplier for its performance of the removed obligations).

B. THE SERVICES

B1 Specification

B1.1 In consideration of the Contractor supplying the Services the Contractor shall be paid the Price.

B2 Provision and Removal of Equipment

B2.1 The Contractor shall provide all the Equipment and resource necessary for the supply of the Services.

B2.2 The Contractor shall not deliver any Equipment to nor begin any work on the Premises without obtaining Approval.

B2.3 All Equipment brought onto the Premises shall be at the Contractor's own risk and the Authority shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Authority's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.

B2.4 Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor.

B2.5 If the cost of any Equipment is reimbursed to the Contractor such Equipment shall be the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Contractor will keep a full and accurate inventory of such Equipment and will deliver that inventory to the Authority on request and on completion of the Services.

B2.6 The Contractor shall maintain all Equipment in a safe, serviceable and clean condition.

B2.7 The Contractor shall, at the Authority's written request, at its own expense and as soon as reasonably practicable:

- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Contract; and
- (b) replace such item with a suitable substitute item of Equipment.

B2.8 Within 20 Working Days following the end of the Contract Period, the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor shall make good any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Contractor or Staff.

B3 Delivery

B3.1 The Contractor shall at all times comply with the Quality Standards and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation

body. To the extent that the standard of the Service has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

B3.2 The Contractor shall ensure that all Staff supplying the Services do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services. The Contractor shall ensure that those Staff are properly managed and supervised.

B3.3 If the Specification includes installation of equipment the Contractor shall notify the Authority in writing when it has completed installation. Following receipt of such notice, the Authority shall inspect the installation and shall, by giving notice to the Contractor:

(a) accept the installation; or

(b) reject the installation and inform the Contractor why, in the Authority's reasonable opinion, the installation does not satisfy the Specification.

B3.4 If the Authority rejects the installation pursuant to clause B3.3(b), the Contractor shall immediately rectify or remedy any defects and if, in the Authority's reasonable opinion, the installation does not, within 2 Working Days or such other period agreed by the Parties, satisfy the Specification, the Authority may terminate the Contract with immediate effect by notice.

B3.5 The installation shall be complete when the Contractor receives a notice issued by the Authority in accordance with clause B3.3(a). Notwithstanding acceptance of any installation in accordance with clause B3.3(a), the Contractor shall remain solely responsible for ensuring that the Services and the installation conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the installation.

B3.6 During the Contract Period, the Contractor shall:

(a) at all times have all licences, approvals and consents necessary to enable the Contractor and Staff to carry out the installation;

(b) provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the installation; and

(c) not, in delivering the Services, in any manner endanger the safety or convenience of the public.

B4 Key Personnel

B4.1 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services.

B4.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar extenuating circumstances.

B4.3 Any replacements to the Key Personnel shall be subject to Approval. Such replacements shall be of at least equal status, experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

B4.4 The Authority shall not unreasonably withhold its agreement under clauses B4.2 or B4.3. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse effect on the Services which could be caused by a change in Key Personnel.

B4.5 The Authority may, by notice to the Contractor, ask it to remove any Staff whose presence is, in the Authority's reasonable opinion, undesirable. The Contractor shall comply with any such request immediately.

B5 Contractor's Staff

B5.1 The Authority may, by notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises:

- (a) any member of the Staff; or
- (b) any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.

B5.2 At the Authority's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.

B5.3 The decision of the Authority as to whether any person is to be refused access to the Authority's Premises and as to whether the Contractor has failed to comply with clause B5.2 shall be final.

B5.4 The Contractor shall ensure that all Staff who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.

B6 Inspection of Premises

B6.1 Save as the Authority may otherwise direct, the Contractor is deemed to have inspected the Premises before submitting its Tender and to have complete due diligence in relation to all matters connected with the performance of its obligations under the Contract.

B7 Licence to Occupy Premises

B7.1 Any land or Premises made available from time to time to the Contractor by the Authority in connection with the Contract shall be on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on termination of the Contract.

B7.2 The Contractor shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Authority may reasonably request.

B7.3 Should the Contractor require modifications to the Authority's Premises, such modifications shall be subject to Approval and shall be carried out by the Authority at the Contractor's expense. The Authority shall undertake approved modification work without undue delay.

B7.4 The Contractor shall (and shall ensure that any Staff on the Authority's Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.

B7.5 The Contract does not create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority retains the right at any time to use the Premises owned or occupied by it in any manner it sees fit.

B8 Property

B8.1 All Property is and shall remain the property of the Authority and the Contractor irrevocably licenses the Authority and its agents to enter any Premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and bailee of the Authority. The Contractor shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.

B8.2 The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Authority otherwise within 5 Working Days of receipt.

B8.3 The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without Approval.

B8.4 The Contractor shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority's reasonable security requirements as required from time to time.

B8.5 The Contractor shall be liable for all loss of or damage to the Property, unless such loss or damage was caused by the Authority's negligence. The Contractor shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B9 Offers of Employment

B9.1 Except in respect of any transfer of Staff under TUPE, for the Contract Period and for 12 Months thereafter the Contractor shall not employ or offer employment to any of the Authority's staff who have been associated with the Services and/or the Contract without Approval.

B10 Employment Provisions

B10.1 Not later than 12 Months prior to the end of the Contract Period, the Contractor shall fully and accurately disclose to the Authority all information that the Authority may reasonably request in relation to the Staff including the following:

- (a) the total number of Staff whose employment/engagement shall terminate at the end of the Contract Period, save for any operation of Law;
- (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause B10.1 (a);
- (c) the terms and conditions of employment/engagement of the Staff referred to in clause B10.1 (a), their job titles and qualifications;
- (d) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
- (e) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

B10.2 At intervals determined by the Authority (which shall not be more frequent than once every 30 days) the Contractor shall give the Authority updated TUPE Information.

B10.3 Each time the Contractor supplies TUPE Information to the Authority it shall warrant its completeness and accuracy and the Authority may assign the benefit of this warranty to any Replacement Contractor.

B10.4 The Authority may use TUPE Information it receives from the Contractor for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Contract Period. The Contractor shall provide the Replacement Contractor with such assistance as it shall reasonably request.

B10.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Contractor shall indemnify and keep indemnified the Authority, the Crown and any Replacement Contractor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown or any Replacement Contractor may suffer or incur as a result of or in connection with:

- (a) the provision of TUPE Information;
- (b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from

any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Returning Employee on or before the end of the Contract Period;

(c) any failure by the Contractor or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Contractor to comply with its duties under regulation 13 of TUPE;

(d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Contractor or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and

(e) any claim by any person who is transferred by the Contractor to the Authority and/or a Replacement Contractor whose name is not included in the list of Returning Employees.

B10.6 If the Contractor becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall notify the Authority and provide the Authority with up to date TUPE Information.

B10.7 This clause B10 applies during the Contract Period and indefinitely thereafter.

B10.8 The Contractor undertakes to the Authority that, during the 12 Months prior to the end of the Contract Period the Contractor shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed):

(a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Contractor and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);

(b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);

(c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Contractor, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or

(d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

C PAYMENT

C1 Price

C1.1 In consideration of the Contractor's performance of its obligations under the Contract, the Authority shall pay the Price in accordance with clause C2.

C2 Payment and VAT

C2.1 The Contractor shall submit invoices to the Authority on the dates set out in Schedule 2.

C2.2 The Authority shall, in addition to the Price and following Receipt of a Valid Invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

C2.3 The Contractor shall add VAT to the Price at the prevailing rate as applicable and shall show the amount of VAT payable separately on all invoices as an extra charge. If the Contractor fails to show VAT on an invoice, the Authority will not, at any later date, be liable to pay the Contractor any additional VAT.

C2.4 All Contractor invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

C2.5 Valid Invoices shall include:

- (a) the Contractor's full name, address and title of the Contract;
- (b) the Purchase Order number

and, if requested by the Authority:

- (c) timesheets for Staff engaged in providing the Services signed and dated by the Authority's representative on the Premises on the day;
- (d) the name of the individuals to whom the timesheet relates and hourly rates for each;
- (e) identification of which individuals are Contractor's staff and which are Sub-Contractors;
- (f) the address of the Premises and the date on which work was undertaken;
- (g) the time spent working on the Premises by the individuals concerned;
- (h) details of the type of work undertaken by the individuals concerned;
- (i) details of plant or materials operated and on standby;
- (j) separate identification of time spent travelling and/or meal or rest breaks; and
- (k) where appropriate, details of journeys made and distances travelled.

C2.6 The Authority shall not pay Contractor time spent on meal or rest breaks and the Contractor shall ensure that all workers take adequate meal or rest breaks.

C2.7 The Authority shall not pay for plant which is not in use during a meal or rest break.

C2.8 Meal and rest breaks will include breaks both in or outside an individual's workplace along with any time taken in travelling to or from the break location and/or any facilities for cleaning/changing/washing in preparation for or return from a meal or rest break.

C2.9 Timesheets must include a minimum of 30 minutes break for each shift of 8 hours, a minimum of 45 minutes break in a shift of between 8 and 12 hours and a minimum of one hour break will be taken within a shift in excess of 12 hours and the Contractor's rates and Contract Price must include such breaks.

C2.10 The Authority shall not pay the Contractor's overhead costs unless specifically agreed in writing by the Authority and overhead costs shall include, without limitation; facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services.

C2.11 If Schedule 2 expressly provides that the Authority may be charged for plant which is on standby then in circumstances where plant was waiting to be transferred between Premises or where the Authority has instructed that the plant is retained on the Premises then a standby charge of 60% of agreed rates may be made in respect of such relevant periods if supported by timesheets.

C2.12 The Authority acknowledges that the Contractor staff and partners may perform Services from Premises, or from home or other remote working locations.

C2.13 The Authority shall not pay a stand-by rate if plant is on standby because no work was being carried out on the Premises at that time or no operator or other relevant staff were available (unless the standby is because the Contractor is awaiting licensing of the Premises on the Authority's instructions).

C2.14 The Authority shall not pay for plant or equipment which is stood down during any notice period pursuant to clauses H1, H2 and/or H3 and the Contractor shall mitigate such costs as far as is reasonably possible, for example, by reutilising Staff, plant, materials and services on other contracts.

C2.15 The Contractor may claim expenses only if they are clearly identified, supported by original receipts and Approved.

C2.16 If the Authority pays the Contractor prior to the submission of a Valid Invoice this payment shall be on account of and deductible from the next payment to be made.

C2.17 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Contractor. All payments made by the Authority to the Contractor shall be on an interim basis pending final resolution of an account with the Contractor in accordance with the terms of this clause C2.

C2.18 The Authority shall pay all sums due to the Contractor within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address: apinvoices-def-u@gov.sscl.com (the Authority's preferred option); or SSCL AP, Defra, PO Box 790, Newport Gwent, NP10 8FZ.

C2.19 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

C2.20 The Contractor shall ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice.

C2.21 The Contractor shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause C2.21 shall be paid by the Contractor to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.

C2.22 The Contractor shall not suspend the Services unless the Contractor is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.

C2.23 The Authority shall not pay an invoice which is not Valid Invoice.

C3 Recovery of Sums Due

C3.1 If under the Contract any sum of money is recoverable from or payable by the Contractor to the Authority (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor from the Authority under the Contract or under any other agreement with the Authority or the Crown.

C3.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

C3.3 The Contractor shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.

C3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C4 Price during Extension

C4.1 Subject to Schedule 2 (and the Contract Price Adjustment Mechanism from Year 3 (THREE) contained in Schedule 2) and clause F6, the Price shall apply for the Initial Contract Period and until the end date of any Extension or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

C5 Escrow Account

C5.1 Within 25 Working Days of the Commencement Date, the Contractor shall establish a separate escrow account (**Escrow Account**) on such terms as may be agreed by the Authority.

C5.2 The terms of the Escrow Account will ensure that no withdrawals can be made from the Escrow Account without the prior approval of the Authority in each case.

C5.3 At no time shall the monies in the Escrow Account become the property of the Contractor.

C5.4 The Authority shall, where appropriate, issue pre-financing payments to the Escrow Account.

D. STATUTORY OBLIGATIONS

D1 Prevention of Fraud and Bribery

D1.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

D1.2 The Contractor shall not during the Contract Period:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

D1.3 The Contractor shall, during the Contract Period:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under clause D1.3(a) and make such records available to the Authority on request.

D1.4 The Contractor shall immediately notify the Authority in writing if it becomes aware of any breach of clauses D1.1 and/or D1.2, or has reason to believe that it has or any of the Staff have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

(b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

(c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

D1.5 If the Contractor notifies the Authority pursuant to clause D1.4, the Contractor shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation.

D1.6 If the Contractor is in Default under clauses D1.1 and/or D1.2, the Authority may by notice:

(a) require the Contractor to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or

(b) immediately terminate the Contract.

D1.7 Any notice served by the Authority under clause D1.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract shall terminate).

D2 Discrimination

D2.1 The Contractor shall:

(a) perform its obligations under the Contract in accordance with:

i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);

ii) the Authority's equality and diversity policy as given to the Contractor from time to time;

iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and

(b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

D3 Rights of Third Parties

D3.1 The provisions of clauses B10.5 and E8.3 confer benefits on persons named in such provisions (together "Third Party Provisions") other than the Parties (each person a

“Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 (“CRTPA”).

D3.2 Subject to clause D3.1, a person who is not a Party has no right under the CRTPA to enforce any provisions of the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.

D3.3 No Third Party Beneficiary may enforce or take steps to enforce any Third Party Provision without Approval.

D3.4 Any amendments to the Contract may be made by the Parties without the consent of any Third Party Beneficiary.

D4 Health and Safety

D4.1 The Contractor shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority’s health and safety policy while at the Authority’s Premises.

D4.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority’s Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Contractor shall instruct Staff to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

D5 Environmental Requirements

D5.1 The Contractor shall in the performance of the Contract have due regard to the Authority’s environmental, sustainable and ethical procurement policies (“Environmental Policies”) which require the Authority through its procurement and management of suppliers:

- (a) conserve energy, water, wood, paper and other resources and reduce waste;
- (b) phase out the use of ozone depleting substances;
- (c) minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment;
- (d) minimise the use of products harmful to health and the environment such as hazardous substances and solvents, replacing them with more benign substances where feasible and, where such substances are necessary, to ensure that they are stored in properly labelled containers, used and disposed of in compliance with legal and regulatory requirements and any instructions from the Authority;
- (e) reduce fuel emissions wherever possible;

(f) maximise the use of recovered materials and, if recycled materials are not suitable or not readily available, to maximise the use of materials taken from renewable sources; and

(g) promote the design of products that are capable of reuse or remanufacture or easily separable into recyclable parts consisting of one material (e.g. steel, plastic, textile).

D5.2 The Contractor shall ensure that any equipment and materials used in the provision of the Services do not contain:

(a) ozone depleting substances such as hydrochlorofluorocarbons (HCFCs), halons, carbon tetrachloride, 111 trichloroethane, bromochloromethane or any other damaging substances; and/or

(b) HFCs and other gaseous and non-gaseous substances with a high global warming potential;

unless given written permission by the Authority to do so.

D5.3 The Contractor shall conserve energy and water; reduce carbon emissions and other greenhouse gases; minimise the use of substances damaging or hazardous to health and the environment and reduce waste by, for example, using resources more efficiently and reusing, recycling and composting and respecting biodiversity.

D5.4 If required by the Authority the Contractor shall provide the Authority with information about its compliance with its obligations under clause D5.3.

D5.5 The Contractor shall ensure that its Staff are aware of the Authority's Environmental Policies.

D5.6 The Contractor shall:

(a) identify any risks arising from climate change and variable weather such as higher temperatures, droughts, flooding, sea and river level rises, coastal and riparian erosion, water scarcity, and loss of water quality which may disrupt and/or affect the supply of the Services; and

(b) if such risks have been identified, enhance the resilience of its organisation to enable it to adapt and deal with the effects of such extreme events, including by having the necessary awareness-raising, evaluation, preventive, preparatory, recovery measures and support systems in place in order to minimise any disruption to the supply of the Services.

D6 Timber and Wood Derived Products

D6.1 For the purposes of clauses D6.1 to D6.8 the following terms shall have the following meanings:

(a) "Timber" means any product that contains wood or wood fibre, with the exception of "recycled" materials (see below). Such products range from solid wood to those where the manufacturing processes obscure the wood element, for example, paper. Timber and wood-derived products supplied or used in performance of the Services that have been recycled or reclaimed are referred to as "recycled" timber, which is defined below. Timber

and wood-derived products supplied or used in performance of the Services that are not recycled are referred to as "virgin" timber when the distinction needs to be made for clarity. Short-rotation coppice is exempt from the requirements for timber and wood-derived products and falls under agricultural regulation and supervision rather than forestry;

(b) "Legal and Sustainable" means production and process methods, also referred to as timber production standards, and in the context of social criteria, contract performance conditions (only), as defined by the document titled "UK Government timber procurement policy: Definition of Legal and Sustainable for timber procurement" (available at www.gov.uk/government/publications/timber-definition-of-legal-and-sustainable or CPET). The edition current on the day the Contract is awarded shall apply;

(c) "FLEGT" means Forest Law Enforcement, Governance and Trade, and is a reference to the EU scheme to address the problem of illegally logged timber;

(d) "FLEGT-licensed" means production and process methods, also referred to as timber production standards, and in the context of social criteria, contract performance conditions only, as defined by a bilateral Voluntary Partnership Agreement ("VPA") between the European Union and a timber-producing country under the FLEGT scheme, where both Parties have agreed to establish a system under which timber that has been produced in accordance with the relevant laws of the producing country, and other criteria stipulated by the VPA, are licensed for export by the producing country government;

(e) "Recycled" means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. The term "recycled" is used to cover the following categories: pre-consumer recycled wood and wood fibre or industrial by products but excluding sawmill co-products (sawmill co-products are deemed to fall within the category of virgin timber), post-consumer recycled wood and wood fibre, and drift wood. It also covers reclaimed timber which was abandoned or confiscated at least ten years previously. Documentary evidence and independent verification also apply to recycled materials, but will focus on the use to which the timber was previously put rather than the forest source;

(f) "Short-rotation coppice" means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK government timber procurement policy requirements and falls under agricultural regulation and supervision rather than forestry. The exemption only refers to short-rotation coppice, and not 'conventional' coppice which is forest management and therefore subject to the timber policy; and

(g) "CPET" means the UK Government's Central Point of Expertise on Timber.

D6.2 All Timber supplied or used by the Contractor in providing the Services (including all Timber supplied or used by Sub-Contractors) shall comply with Schedule 1 and shall originate from a forest source where management of the forest has full regard for:

(a) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;

(b) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and

(c) safeguarding the basic labour rights and health and safety of forest workers

(the "Social Criteria").

D6.3 If requested by the Authority and not already provided in its Tender, the Contractor shall give the Authority evidence that the Timber supplied or used in providing the Services complies with the requirements of Schedule 1 and with the requirements of the Social Criteria.

D6.4 The Authority may at any time during the Contract Period and for 6 years after final delivery under the Contract require the Contractor to produce the evidence required for the Authority's inspection within 14 days of the Authority's written request.

D6.5 The Contractor shall maintain records of all Timber delivered to and accepted by the Authority for 6 years from final delivery under the Contract.

D6.6 The Authority shall decide whether the evidence submitted to it demonstrates legality and sustainability, or FLEGT-licence or equivalent, and is adequate to satisfy the Authority that the Timber complies with Schedule 1 and complies with the requirements of the Social Criteria. If the Authority is not satisfied, the Contractor shall commission and meet the costs of an "independent verification" and resulting report that will: (a) verify the forest source of the timber or wood; and (b) assess whether the source meets the relevant criteria.

D6.7 In the Contract "Independent Verification" means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems (as amended from time to time) or equivalent, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies (as amended from time to time) or equivalent.

D6.8 The Authority may reject Timber that does not comply with Schedule 1 or with the Social Criteria. If the Authority rejects any Timber the Contractor shall supply alternative Timber which does comply at no additional cost to the Authority and without causing delay to delivery of the Services.

D7 Safeguarding

D7.1 The Contractor will take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the performance of the Contract. This shall include, without limitation, that the Contractor will:

- a) maintain a safeguarding policy which includes a statement of commitment to safeguarding and a zero-tolerance statement on bullying, harassment and sexual exploitation and abuse;
- b) maintain a detailed register of safeguarding issues raised and how they were dealt with;

- c) have clear investigation and disciplinary procedures to use when allegations and complaints are made, and have clear processes in place for when a disclosure is made;
- d) share its safeguarding policy with representatives or Third Parties involved in the Project;
- e) maintain a whistle-blowing policy which protects whistle blowers from reprisals and includes clear processes for dealing with concerns raised;
- f) maintain a code of conduct for staff and volunteers that sets out clear expectations of behaviours - inside and outside the workplace - and make clear what will happen in the event of non-compliance or breach of these standards; and
- g) meet or be working towards the minimum standards for Sexual Exploitation, Abuse and Harassment safeguarding: the Inter-Agency Standing Committee Minimum Operating Standards on Protection from Sexual Exploitation and Abuse ("PSEA") and/or the PSEA elements of The Core Humanitarian Standard on Quality and Accountability.

D7.2 The Contractor shall provide to the Authority, on the Authority's request, any documents maintained pursuant to D7.1 and/or evidence of compliance with the requirements of D7.1.

D7.3 The Authority has a zero-tolerance approach towards sexual exploitation, abuse and harassment. The Contractor will immediately contact the Authority at to report any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment related to this Contract. The Contractor should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. All sexual activity with children (persons under the age of 18) is prohibited, regardless of the age of majority, or age of consent locally.

D7.4 The Contractor shall also report any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment that are not directly related to this Contract, but which would impact to the Authority or the reputation of the Authority or UK aid. For example, events that affect the governance or culture of the Contractor, such as those related to senior management, must be reported.

D7.5 The Contractor will fully co-operate with investigations into any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment, whether led by the Authority or any of its duly representatives.

E PROTECTION OF INFORMATION

E1 Authority Data

E1.1 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.

E1.2 The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.

E1.3 To the extent that Authority Data is held and/or processed by the Contractor, the Contractor shall supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification.

E1.4 The Contractor shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data.

E1.5 The Contractor shall perform secure back-ups of all PwC Backed Up Authority Data and shall ensure that up-to-date back-ups are stored securely off-site. The Contractor shall ensure that such back-ups are made available to the Authority immediately upon request.

E1.6 The Contractor shall ensure that any system on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework.

E1.7 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Authority may:

- (a) require the Contractor (at the Contractor's expense) to restore or procure the restoration of Authority Data and the Contractor shall do so promptly; and/or
- (b) itself restore or procure the restoration of Authority Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.

E1.8 If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

E2 Data Protection

E2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 5. The only processing that the Contractor is authorised to do is listed in Schedule 5 by the Authority and may not be determined by the Contractor.

E2.2 The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

E2.3 The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;

- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

E2.4 The Contractor shall, in relation to any Personal Data processed by the Contractor as Processor in connection with its obligations under this Contract (and in respect of which the Authority is the Controller):

- (a) process that Personal Data only in accordance with Schedule 5 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 5);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

(i) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Authority;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and

(iv) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

(e) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

E2.5 Subject to clause E2.6 the Contractor shall notify the Authority immediately if, in relation to any Personal Data processed by the Contractor as Processor in connection with its obligations under this Contract (and in respect of which the Authority is the Controller), it:

(a) receives a Data Subject Request (or purported Data Subject Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority;

(e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

E2.6 The Contractor's obligation to notify under clause E2.5 shall include the provision of further information to the Authority in phases, as details become available.

E2.7 Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed by the Contractor as Processor in connection with its obligations under this Contract (and in respect of which the Authority is the Controller) and any complaint, communication or request made under Clause E2.5 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- (a) the Authority with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Authority following any Data Loss Event;
- (e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

E2.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

- (a) the Authority determines that the processing is not occasional;
- (b) the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- (c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

E2.9 The Contractor shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.

E2.10 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

E2.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:

- (a) notify the Authority in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Authority;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause E2 such that they apply to the Sub-processor; and
- (d) provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

E2.12 The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.

E2.13 The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

E2.14 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.

E2.15 This clause E2 shall apply during the Contract Period and indefinitely after its expiry.

E3 Official Secrets Acts and Finance Act

E3.1 The Contractor shall comply with the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

E4 Confidential Information

E4.1 Except to the extent set out in this clause E4 or if disclosure or publication is expressly permitted elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.

E4.2 The Contractor hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.

E4.3 If required by the Authority, the Contractor shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in substantially the form attached in Schedule 6 and, if applicable, incorporating the requirements of clause E2.11. The Contractor shall maintain a list of the non-disclosure agreements completed in accordance with this clause E4.3.

E4.4 If requested by the Authority, the Contractor shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Contractor shall ensure that its Staff, professional advisors and consultants are aware of the Contractor's confidentiality obligations under the Contract.

E4.5 The Contractor may only disclose the Authority's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

E4.6 The Contractor shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.

E4.7 Clause E4.1 shall not apply to the extent that:

- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
- (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
- (e) it is independently developed without access to the other Party's Confidential Information.

E4.8 Nothing in clause E4.1 shall prevent the Authority disclosing any Confidential Information obtained from the Contractor:

- (a) for the purpose of the examination and certification of the Authority's accounts;
- (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (c) to any Crown Body or any Contracting Authority and the Contractor hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority;
- (d) to any consultant, contractor or other person engaged by the Authority

provided that in disclosing information under clauses E4.8 (c) and (d) the Authority discloses only 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.

E4.9 Nothing in clauses E4.1 to E4.6 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

E4.10 The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the

Contractor's Confidential Information is disclosed pursuant to clause E4.6 is made aware of the Authority's obligations of confidentiality.

E4.11 If the Contractor does not comply with clauses E4.1 to E4.6 the Authority may terminate the Contract immediately on written notice to the Contractor.

E4.12 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Contractor shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.

E4.13 The Contractor will immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. The Contractor will co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data.

E4.14 The Contractor shall, at its own expense, alter any security systems at any time during the Contract Period at the Authority's request if the Authority reasonably believes the Contractor has failed to comply with clause E4.12.

E5 Freedom of Information

E5.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.

E5.2 The Contractor shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt:

- (a) give the Authority a copy of all Information in connection with the Contract in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
- (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR;
- (c) not respond to directly to a Request for Information unless authorised to do so in writing by the Authority.

E5.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.

E6 Publicity, Media and Official Enquiries

E6.1 Without prejudice to the Authority's obligations under the FOIA, the EIR or any obligations under the Regulations, or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

E6.2 The Contractor shall use its reasonable endeavours to ensure that its Staff, professional advisors and consultants comply with clause E6.1.

E7 Security

E7.1 The Authority shall be responsible for maintaining the security of the Authority's Premises in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Authority while on the Authority's Premises, and shall ensure that all Staff comply with such requirements.

E7.2 The Authority shall give the Contractor upon request copies of its written security procedures.

E7.3 The Contractor shall, as an enduring obligation during the Contract Period, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.

E7.4 Notwithstanding clause E7.3, if Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of the Authority Data, assist each other to mitigate any losses and to restore the provision of Services to their desired operating efficiency.

E7.5 Any cost arising out of the actions of the Parties taken in compliance with clause E7.4 shall be borne by the Parties as follows:

- (a) by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Authority Data (whilst the Authority Data was under the control of the Contractor); and
- (b) by the Authority if the Malicious Software originates from the Authority Software or Authority Data (whilst the Authority Data was under the control of the Authority).

E8 Intellectual Property Rights

E8.1 All Intellectual Property Rights in:

- (a) the Results; or
- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is created by the Contractor under this Contract and furnished to or made available to the Contractor by or on behalf of the Authority (together with the Results, the "IP Materials")

subject in each case to E8.3(b), E8.9 and E.10, shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Contractor shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Contractor of its obligations under the Contract.

E8.2 Subject to E8.3(b) and E8.9, the Contractor hereby assigns:

(a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials prepared in accordance with clauses E8.1(a) and (b). This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor; and

(b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials prepared in accordance with clauses E8.1 (a) and (b),

and shall execute all documents and do all acts as are necessary to execute these assignments.

E8.3 The Contractor shall:

(a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract;

(b) ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Contractor or to any other third party supplying goods and/or services to the Authority ("Indemnified Persons");

(c) ensure that the Results and the Services do not infringe any Intellectual Property Rights of any third party in supplying the Services; and

(d) during and after the Contract Period, indemnify and keep indemnified the Authority and the Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E8.3(c), except to the extent that any such claim results directly from:

i) items or materials based upon designs supplied by the Authority; or

ii) the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of the Contract.

E8.4 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor to the Authority.

E8.5 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Contractor or Indemnified Person) arising from the performance of the

Contractor's obligations under the Contract ("Third Party IP Claim"), provided that the Contractor shall at all times:

- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
- (b) take due and proper account of the interests of the Authority; and
- (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).

E8.6 The Authority shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any Third Party IP Claim and the Contractor shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not be required to indemnify the Authority under this clause E8.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E8.3(d) i) and ii).

E8.7 The Authority shall not, without the Contractor's consent, make any admissions which may be prejudicial to the defence or settlement of any Third Party IP Claim.

E8.8 If any Third Party IP Claim is made or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E8.3(b) and G2.1(g)) use its best endeavours to:

- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
- (b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority

and if the Contractor is unable to comply with clauses E8.8(a) or (b) within 20 Working Days of receipt by the Authority of the Contractor's notification the Authority may terminate the Contract immediately by notice to the Contractor.

E8.9 The Contractor grants to the Authority and, if requested by the Authority, to a Replacement Contractor, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Authority (or the Replacement Contractor) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Services).

E8.10 Any technology tools (and their contents and outputs) that the Contractor shares with the Authority (unless otherwise agreed in writing): (i) remain the Contractor's property; (ii) are not deemed to be IP Materials or deliverables and may only be used by the Authority at the Authority's risk; and (iii) may not be provided to anyone else.

E9 Audit

E9.1 The Contractor shall keep and maintain until 6 years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Contract.

E9.2 The Contractor agrees to make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Contractor in relation to the Services.

E9.3 The Contractor shall permit duly authorised representatives of the Authority and/or the National Audit Office to examine the Contractor's records and documents relating to the Contract and to provide such copies and oral or written explanations as may reasonably be required.

E9.4 The Contractor (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Contractor shall provide such explanations as are reasonably required for these purposes.

E10 Tax Compliance

E10.1 If, during the Contract Period, an Occasion of Tax Non-Compliance occurs, the Contractor shall:

- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
- (b) promptly give the Authority:
 - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

E10.2 If the Contractor or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Contractor shall:

- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICS, in respect of that consideration; and

(b) indemnify the Authority against any income tax, NICs and social security contributions and any other tax liability, deduction, contribution, assessment or claim made by the relevant tax authorities against the Authority, relating to the Contractor's Staff.

F. CONTROL OF THE CONTRACT

F1 Failure to meet Requirements

F1.1 If the Authority informs the Contractor in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority.

F2 Monitoring of Contract Performance

F2.1 The Contractor shall immediately inform the Authority if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.

F2.2 At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter (each being a "Review Date"), the Authority shall carry out a review of the performance of the Contractor ("Checkpoint Review"). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to): the Contractor's delivery of the Services; the Contractor's contribution to innovation in the Authority; whether the Services provide the Authority with best value for money; consideration of any changes which may need to be made to the Services; a review of future requirements in relation to the Services and progress against key milestones.

F2.3 The Contractor shall provide at its own cost any assistance reasonably required by the Authority to perform such Checkpoint Review including the provision of data and information.

F2.4 The Authority may produce a report (a "Checkpoint Review Report") of the results of each Checkpoint Review stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and the Contractor's obligations under this Contract.

F2.5 The Authority shall give the Contractor a copy of the Checkpoint Review Report (if applicable). The Authority shall consider any Contractor comments and may produce a revised Checkpoint Review Report.

F2.6 The Contractor shall, within 10 Working Days of receipt of the Checkpoint Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Checkpoint Review Report.

F2.7 Agreed remedial actions required to resolve shortcomings and implement improvements (either as a consequence of the Contractor's failure to meet its obligations under this Contract or failure to meet the Authority's expectations as communicated to the Contractor pursuant to this Contract) shall be implemented by the Contractor at no extra charge to the Authority.

F3 Remedies for inadequate performance

F3.1 If the Authority reasonably believes the Contractor has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:

- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor has demonstrated to the Authority's reasonable satisfaction that the Contractor will be able to supply the Services in accordance with the Specification;
- (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
- (c) withhold or reduce payments to the Contractor in such amount as the Authority reasonably deems appropriate in each particular case; and/or
- (d) terminate the Contract in accordance with clause H2.

F3.2 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Authority may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services.

F3.3 If the Authority reasonably believes the Contractor has failed to supply all or any part of the Services in accordance with the Contract, professional or industry practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Contractor notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.

F3.4 If the Contractor has been notified of a failure in accordance with clause F3.3 the Authority may:

- (a) direct the Contractor to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
- (b) withhold or reduce payments to the Contractor in such amount as the Authority deems appropriate and proportionate in each particular case until such failure has been remedied to the satisfaction of the Authority.

F3.5 If the Contractor has been notified of a failure in accordance with clause F3.3, it shall:

- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and
- (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in this clause F3.5 and the progress of those measures until resolved to the satisfaction of the Authority.

F3.6 If, having been notified of any failure, the Contractor fails to remedy it in accordance with clause F3.5 within the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to the Contractor.

F4 Transfer and Sub-Contracting

F4.1 Except where clauses F4.6 and F4.7 both apply, the Contractor shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval. All such documents shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.

F4.2 The Contractor shall be responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Contractor shall provide each Sub-Contractor with a copy of the Contract and obtain written confirmation from them that they will provide the Services fully in accordance with the Contract.

F4.3 The Contractor shall ensure that its Sub-Contractors and suppliers retain all records relating to the Services for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with the provisions of clause E9 (Audit). If any Sub-Contractor or supplier does not allow the Authority access to the records then the Authority shall have no obligation to pay any claim or invoice made by the Contractor on the basis of such documents or work carried out by the Sub-Contractor or supplier.

F4.4 If the Authority has consented to the award of a Sub-Contract, the Contractor shall ensure that:

- (a) the Sub-Contract contains a right for the Contractor to terminate the Sub-Contract if the relevant Sub-Contractor does not comply in the performance of its contract with legal obligations in environmental, social or labour law;
- (b) the Sub-Contractor includes a provision having the same effect as set out in clause F4.4 (a) in any Sub-Contract which it awards; and
- (c) copies of each Sub-Contract shall, at the request of the Authority, be sent by the Contractor to the Authority immediately.

F4.5 If the Authority believes there are:

- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Contractor shall replace or not appoint the Sub-Contractor; or
- (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.

F4.6 Notwithstanding clause F4.1, the Contractor may assign to a third party (the "Assignee") the right to receive payment of the Price or any part thereof due to the Contractor (including any interest which the Authority incurs under clause C2 (Payment and VAT)). Any assignment under this clause F4.6 shall be subject to:

- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C3 (Recovery of Sums Due);
- (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (c) the Authority receiving notification under both clauses F4.7 and F4.8.

F4.7 If the Contractor assigns the right to receive the Price under clause F4.6, the Contractor or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

F4.8 The Contractor shall ensure that the Assignee notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment.

F4.9 The provisions of clause C2 shall continue to apply in all other respects after the assignment and shall not be amended without Approval.

F4.10 Subject to clause F4.11, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- (a) any Contracting Authority;
- (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- (c) any private sector body which substantially performs the functions of the Authority

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

F4.11 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F4.12, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.

F4.12 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F4.10 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting

Authority (in the remainder of this clause both such bodies being referred to as the “Transferee”):

- (a) the rights of termination of the Authority in clauses H1 and H2 shall be available to the Contractor in respect of the Transferee; and
- (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor.

F4.13 The Authority may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor’s obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor’s obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F4.14 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

F5 Waiver

F5.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

F5.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A4 (Notices and Communications).

F5.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

F6 Variation

F6.1 If, after the Commencement Date, the Authority’s requirements change, the Authority may request a Variation subject to the terms of this clause F6.

F6.2 The Authority may request a Variation by notifying the Contractor in writing of the Variation and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Price is required in order to implement the Variation within a reasonable time limit specified by the Authority. If the Contractor accepts the Variation it shall confirm it in writing.

F6.3 If the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Price, the Authority may:

(a) allow the Contractor to fulfil its obligations under the Contract without the Variation to the Specification; or

(b) terminate the Contract immediately except where the Contractor has already delivered all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I2 (Dispute Resolution).

F6.4 No Variation will take effect unless and until it is recorded in a validly executed CCN. Execution of a CCN is made via electronic signature as described in clause 1.2 of Section 1 of the Contract.

F6.5 A CCN takes effect on the date on which both Parties communicate acceptance of the CCN via Bravo. On the date it communicates acceptance of the CCN in this way the Contractor is deemed to warrant and represent that the CCN has been executed by a duly authorised representative of the Contractor in addition to the warranties and representations set out in clause G2.

F6.6 The provisions of clauses F6.4 and F6.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Variation in order to address the emergency. In an emergency, Variations may be approved by a different representative of the Authority. However, the Authorised Representative shall have the right to review such a Variation and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Variation.

F7 Severability

F7.1 If any provision of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

F8 Remedies Cumulative

F8.1 Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

F9 Entire Agreement

F9.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

F10 Counterparts

F10.1 The Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

G LIABILITIES

G1 Liability, Indemnity and Insurance

G1.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of any obligations implied by section 2 of the Supply of Goods and Services Act 1982;
- (c) any breach of clauses D1, E1, E2 and E4;
- (d) Schedule 8; or
- (e) any liability to the extent it cannot be limited or excluded by Law.

G1.2 Subject to clauses G1.3 and G1.4, the Contractor shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly by any act or omission of the Contractor in connection with this Contract.

G1.3 Subject to clause G1.1 the Contractor's aggregate liability in respect of the Contract shall not exceed 125% of the total value of the fixed fees, as defined within Schedule 2, payable to the Contractor.

G1.4 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.

G1.5 The Authority may recover from the Contractor the following losses incurred by the Authority to the extent they arise as a result of a Default by the Contractor:

- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;

(c) the additional costs of procuring a Replacement Contractor for the remainder of the Contract Period and or replacement deliverables which shall include any incremental costs associated with the Replacement Contractor and/or replacement deliverables above those which would have been payable under the Contract;

(d) any compensation or interest paid to a third party by the Authority; and

(e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

G1.6 Subject to clauses G1.1 and G1.5, neither Party shall be liable to the other for any:

(a) loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect); or

(b) indirect, special or consequential loss.

G1.7 Unless otherwise specified by the Authority, the Contractor shall, with effect from the Commencement Date for such period as necessary to enable the Contractor to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 years following the end of the Contract.

G1.8 The Contractor shall hold employer's liability insurance in respect of Staff and such insurance shall be in accordance with any legal requirement from time to time in force.

G1.9 The Contractor shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

G1.10 If the Contractor does not give effect to and maintain the insurances required by the provisions of the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

G1.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.

G1.12 The Contractor shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Contractor, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Contractor is an insured, a co-insured or additional insured person.

G1.13 The Parties agree that the indemnities given by the Contractor under G1.2 and H8.4 are subject to:

(a) the limits and exclusions on liability under G1.3 and G1.6;

- (b) the Authority taking all reasonable steps to mitigate its losses; and
- (c) in the case of the indemnity in H8.4, the Authority giving the Contractor control of the defence and settlement of the claim and not making any admission which may be prejudicial to any litigation or negotiation of the claim.

G2 Warranties and Representations

G2.1 The Contractor warrants and represents on the Commencement Date and for the Contract Period that:

- (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
- (b) in entering the Contract it has not committed any fraud;
- (c) as at the Commencement Date, all information contained in the Tender or other offer made by the Contractor to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
- (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Contract;
- (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (h) any person engaged by the Contractor shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (i) in the 3 years (or period of existence where the Contractor has not been in existence for 3 years) prior to the date of the Contract:
 - i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;

(j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and

(k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G3 Force Majeure

G3.1 Subject to the remaining provisions of this clause G3, a Party may claim relief under this clause G3 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Contractor in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Contractor.

G3.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

G3.3 If the Contractor is the Affected Party, it shall not be entitled to claim relief under this clause G3 to the extent that consequences of the relevant Force Majeure Event:

(a) are capable of being mitigated by any of the Services, but the Contractor has failed to do so; and/or

(b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Contract.

G3.4 Subject to clause G3.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

G3.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Contractor is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

G3.6 If, as a result of a Force Majeure Event:

- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
- i) the other Party shall not be entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
 - ii) neither Party shall be liable for any Default arising as a result of such failure;
- (b) the Contractor fails to perform its obligations in accordance with the Contract it shall be entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of the Contract during the occurrence of the Force Majeure Event.

G3.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.

G3.8 Relief from liability for the Affected Party under this clause G3 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and shall not be dependent on the serving of notice under clause G3.7.

H DEFAULT, DISRUPTION AND TERMINATION

H1 Termination on Insolvency and Change of Control

H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a company and in respect of the Contractor:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;

(g) being a “small company” within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

(h) any event similar to those listed in H1.1(a)-(g) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is an individual and:

(a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor’s creditors;

(b) a petition is presented and not dismissed within 14 days or order made for the Contractor’s bankruptcy;

(c) a receiver, or similar officer is appointed over the whole or any part of the Contractor’s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;

(d) the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;

(e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor’s assets and such attachment or process is not discharged within 14 days;

(f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;

(g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or

(h) any event similar to those listed in clauses H1.2(a) to (g) occurs under the law of any other jurisdiction.

H1.3 The Contractor shall notify the Authority immediately in writing of any proposal or negotiations which will or may result in a merger, take-over, change of control, change of name or status including where the Contractor undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 (“Change of Control”). The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor within 6 Months of:

(a) being notified that a Change of Control has occurred; or

(b) where no notification has been made, the date that the Authority becomes aware of the Change of Control,

but shall not be permitted to terminate where Approval was granted prior to the Change of Control.

H1.4 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a partnership and:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) it is for any reason dissolved; or
- (c) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (d) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (e) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (f) any of the following occurs in relation to any of its partners:
 - (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
 - (ii) a petition is presented for his bankruptcy; or
 - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;
- (g) any event similar to those listed in clauses H1.4(a) to (f) occurs under the law of any other jurisdiction .

H1.5 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a limited liability partnership and:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) it is for any reason dissolved;
- (c) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
- (d) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;

- (e) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- (f) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (g) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (h) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (i) any event similar to those listed in clauses H1.5 (a) to (h) occurs under the law of any other jurisdiction.

H1.6 References to the Insolvency Act 1986 in clause H1.5(a) shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

H2 Termination on Default

H2.1 The Authority may terminate the Contract with immediate effect by notice if the Contractor commits a Default and:

- (a) the Contractor has not remedied the Default to the satisfaction of the Authority within 25 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is a Material Breach.

H2.2 If, through any Default of the Contractor, PwC Backed Up Authority Data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay the Contractor undisputed sums of money when due, the Contractor shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 (Recovery of Sums Due) or to a Force Majeure Event.

H3 Termination on Notice

H3.1 The Authority may terminate the Contract at any time by giving 90 days' notice to the Contractor.

H4 Other Termination Grounds

H4.1 The Authority may terminate the Contract on written notice to the Contractor if:

- (a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
- (b) the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57 (2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract;
- (c) the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU; or
- (d) the Contractor has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

H5 Consequences of Expiry or Termination

H5.1 If the Authority terminates the Contract under clauses H2 or H4 and makes other arrangements for the supply of the Services the Authority may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period.

H5.2 If Contract is terminated under clauses H2 or H4 the Authority shall make no further payments to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause.

H5.3 If the Authority terminates the Contract under clause H3 the Authority shall make no further payments to the Contractor except for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.

H5.4 Save as otherwise expressly provided in the Contract:

- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- (b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Contractor under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Fraud and Bribery), E2 (Data Protection), E3 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), E4 (Confidential Information), E5 (Freedom of Information), E8 (Intellectual Property Rights), E9 (Audit), F9 (Remedies Cumulative), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery upon Termination) and I1 (Governing Law and Jurisdiction).

H6 Disruption

H6.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

H6.2 The Contractor shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

H6.3 If there is industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.

H6.4 If the Contractor's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Contract may be terminated with immediate effect by the Authority by notice.

H6.5 If the Contractor is unable to deliver the Services owing to disruption of the Authority's normal business, the Contractor may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

H7 Recovery upon Termination

H7.1 On termination of the Contract for any reason, the Contractor shall at its cost:

- (a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
- (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Contractor in good working order;
- (c) immediately vacate any Authority Premises occupied by the Contractor;
- (d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress; and
- (e) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Contractor to conduct due diligence.

H7.2 If the Contractor does not comply with clauses H7.1(a) and (b), the Authority may recover possession thereof and the Contractor grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or Sub-Contractors where any such items may be held.

H8 Retendering and Handover

H8.1 Within 21 days of being requested by the Authority, the Contractor shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.

H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future provision of the Services.

H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.

H8.4 The Contractor shall indemnify the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Contractor is required to provide under clause H8.1.

H8.5 The Contractor shall allow access to agreed Contractor office Premises in the presence of the Authorised Representative, to any person representing any potential provider whom the Authority has selected to tender for the future provision of the Services.

H8.6 If access is required to the Contractor's Premises for the purposes of clause H8.5, the Authority shall give the Contractor 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Contractor's security procedures, subject to such compliance not being in conflict with the objectives of the visit.

H8.7 The Contractor shall co-operate fully with the Authority during any handover at the end of the Contract. This co-operation shall include allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

H8.8 Within 10 Working Days of being requested by the Authority, the Contractor shall transfer to the Authority, or any person designated by the Authority, free of charge, all requested computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

H8.9 The Contractor may retain records of its performance of the Services, and copies of such materials that are necessary to comply with its legal and regulatory obligations, which may extend for at least seven years after the end of the Contract Period.

H9 Exit Management

H9.1 Upon termination the Contractor shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Contractor in accordance with the procedure set out in clause H10.

H10 Exit Procedures

H10.1 Where the Authority requires a continuation of all or any of the Services on expiry or termination of this Contract, either by performing them itself or by engaging a third party to perform them, the Contractor shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.

H10.2 The following commercial approach shall apply to the transfer of the Services if the Contractor:

- (a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Price; or
- (b) reasonably incurs additional costs, the Parties shall agree a Variation to the Price based on the Contractor's rates either set out in Schedule 2 or forming the basis for the Price.

H10.3 When requested to do so by the Authority, the Contractor shall deliver to the Authority details of all licences for software used in the provision of the Services including the software licence agreements.

H10.4 Within one Month of receiving the software licence information described above, the Authority shall notify the Contractor of the licences it wishes to be transferred, and the Contractor shall provide for the approval of the Authority a plan for licence transfer.

H11 Knowledge Retention

H11.1 The Contractor shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Contractor to the Authority on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Contractor shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Contractor shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

I DISPUTES AND LAW

I1 Governing Law and Jurisdiction

I1.1 Subject to the provisions of clause I2 the Contract, including any matters arising out of or in connection with it, shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Contractor in any other court of competent jurisdiction, and the taking of

proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

I2 Dispute Resolution

I2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Contractor and the commercial director of the Authority.

I2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

I2.3 If the dispute cannot be resolved by the Parties pursuant to clause I2.1 either Party may refer it to mediation pursuant to the procedure set out in clause I2.5.

I2.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor and the Staff shall comply fully with the requirements of the Contract at all times.

I2.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

(a) a neutral adviser or mediator (the "Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;

(b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;

(c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;

(d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;

(e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and

(f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I2.6.

I2.6 Subject to clause I2.2, the Parties shall not institute court proceedings until the procedures set out in clauses I2.1 and I2.3 have been completed save that:

(a) The Authority may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7;

(b) if the Contractor intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority shall have 21 days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7; and

(c) the Contractor may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I2.7, to which the Authority may consent as it sees fit.

I2.7 If any arbitration proceedings are commenced pursuant to clause I2.6,

(a) the arbitration shall be governed by the provisions of the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Contractor (the "Arbitration Notice") stating:

(i) that the dispute is referred to arbitration; and

(ii) providing details of the issues to be resolved;

(b) the London Court of International Arbitration ("LCIA") procedural rules in force at the date that the dispute was referred to arbitration in accordance with I2.7(b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

(c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;

(d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause I2.7(a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

(e) the arbitration proceedings shall take place in London and in the English language; and

(f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

SCHEDULE 1 – SPECIFICATION AND TENDER

This Schedule 1 is comprised of two parts. Where there is any conflict between the parts of this Schedule 1 the conflict must be resolved in accordance with the following order of precedence:

1. Part 1 of this Schedule 1: The Specification; then
2. Part 2 of this Schedule 1: The Tender provided that any parts of the Tender which offer a better commercial position for the Authority (as determined by the Authority in its absolute discretion) shall take precedence over the Specification;

Part 1 of this Schedule 1: The Specification

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BIODIVERSE LANDSCAPES FUND – FUND MANAGEMENT 2021-2030

Specification of Requirement

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Table 1: Abbreviations & Definitions

Abbreviations / Term	Meaning
Assurance Statement	A statement from the Contractor to the Authority to give assurance to the Authority that claims from Lead Delivery Partners for Grant Funding are valid and legitimate.
Authority Project Completion Report	Report drafted and published by the Authority upon completion of aid intervention in each Landscape.
BLF	Biodiverse Landscapes Fund.
Direct Programming Activities	The period of Grant Funding with each Lead Delivery Partner. i.e. the period of time in which Lead Delivery Partners are delivering aid intervention.
DPR	Delivery Partner Review .
Escrow Account	means the account referred to in clause C5 of the Contract.
Evaluation Moderation Meeting	The meeting whereby scores from the delivery partner competitions will be moderated and agreed upon.
Evaluation Panel Members	Personnel who are evaluating bids from the delivery partner competition.
Foreign Currency	Any currency other than GBP.
Fraud, Error or Corruption Loss	Any financial loss arising due to Fraud, Corruption or avoidable Error.
GBP	British pound sterling.
Geographical Programme Manager	A member of the Authority's programme team, who is responsible for a specific Landscape.
Grant Agreement/s	The agreement between the Contractor and each Lead Delivery Partner.
Grant Award Report	Report written by the Contractor and presented to the Authority for approval. The Grant Award Report will summarise each grant competition and outlining the preferred Lead Delivery Partner.
Grant Funding	Funding paid by the Authority to the Contractor for onward disbursement to Lead Delivery Partners for the delivery Direct Programming Activities.
HMG	Her Majesty's Government.
ICF	International Climate Finance
Independent Evaluator	The organisation appointed by the Authority, who will have responsibility for evaluating the BLF.
ITA	Invitation to Apply.
KPI	Key Performance Indicator.
Landscape	A Landscape refers to a geographical region. Each Landscape averages 310,000km ² in size. Landscapes may contain both protected and (as yet) unprotected areas. Each Landscape may cross national boundaries yet constituting geographically and environmentally coherent areas.
Landscape Coordinator	A member of HMG staff to be appointed by an FCDO Post (Embassy or High Commission) in each Landscape, funded by the Authority and with a remit to support regional coordination and implementation of the BLF.

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Landscape Level Business Cases	The document written and approved by the Authority that sets out the rationale for intervention, commercial, financial and management plans for each Landscape.
Landscape Specification	The document that sets out the Authority's requirements with regard to a specific Landscape.
Lead Delivery Partner	The Lead Delivery Partner is the lead organisation in each consortium that operates in a Landscape. The Authority expects one consortium per Landscape and therefore one Lead Delivery Partner per Landscape.
Lead Delivery Partners Remedial Action Plan	The plan of action submitted by a Lead Delivery Partner to the Contractor following an Event of Default or failure to meet a KPI.
Learning Programme Board	Annual meeting of the Authorities programme board (using one of the quarterly programme board meeting slots) dedicated to discuss and decide upon the adaptive recommendations put forward by the Contractor.
MEL	Monitoring, Evaluation and Learning.
MoA	Memorandum of Agreement.
ODA	Official Development Assistance.
Programme Boards	Defra's quarterly governance boards for the BLF.
Programme Delivery Lead	A member of the Authority's programme team responsible for overseeing all programme delivery.
Programme Scoping Exercises	A Political, Economy and Technical analysis conducted by DAI Global Ltd in five BLF transboundary landscapes.
Service Credits	The discount applied by the Contractor to their fees in the event a KPI is missed.
SSQ	Standard Selection Questionnaire.
Supplementary Activities	Additional activities that the Contractor must procure in connection with the management of the BLF.
Supplementary Activities Proposal	A written proposal from the Contractor to the Authority for the provision of Supplementary Activities.
Technical Assistance (TA)	A broad term to describe working with host governments and local authorities on policy or economic analysis and providing support for the design and implementation of new policy to combat the drivers of environmental degradation.
The Authority	The Department for Environment Food & Rural Affairs (Defra).
The Contractor	The successful tenderer.
ToC	Theory of Change.
Valid and Existing DPR	A DPR which has been conducted in the last 3 (THREE) years and is related a comparable aid intervention.

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1. Introduction

1.0. This introduction section is set out in 4 Sub-Sections:

- A. Introduction to the Authority;
- B. Introduction to the Biodiverse Landscapes Fund;
- C. Overview of each Landscapes; and
- D. The Contractors Ability, Background & Imposed Restrictions.

Section 1 Sub-Section A: Introduction to the Authority

- 1.1. The Department for Environment Food and Rural Affairs (the “**Authority**”) is the UK Government department responsible for safeguarding our natural environment, supporting our world-leading food and farming industry, and sustaining a thriving rural economy.
- 1.2. The Authority supports the delivery of Her Majesty’s Government’s (“**HMG**”) international poverty reduction and sustainable development priorities through a breadth of international programming. This broad remit means the Authority plays a major role in people’s day-to-day life, from the food we eat, and the air we breathe, to the water we drink.
- 1.3. The Authority has three overarching international objectives as outline in Table 2 below.

Table 2: The Authority’s International Objectives

Objective	Description
Global Environment	Humanity’s strained relationship with nature affects the climate, global health, the economy and national resilience. This objective focuses on halting biodiversity loss, scaling up the use of nature-based solutions, protecting and enhancing ocean health and resilience, conserving endangered species, sustainable land-use and wider resource use.
Global Trade	Increasing secure, high-quality trade will be fundamental to supporting our stakeholders and UK consumers, projecting the UK’s global reputation for excellence, and safeguarding our national interest.
Global Health	Improving human, animal and environmental health, based on a One Health approach, will be essential if the UK is to reduce the public health and economic impact of future disease emergence at home and abroad.

1.4. Delivering against the Authority’s international objectives is essential for achieving 13 of the 17 United Nations Sustainable Development Goals which aim to provide a roadmap for achieving a better and more sustainable future. In 2015 the UK committed to the United Nations Sustainable Development Goals.

Section 1 Sub-Section B: Introduction to the Biodiverse Landscapes Fund

1.5. The Biodiverse Landscapes Fund (“**BLF**”) was announced at the 2019 United Nations General Assembly by the Prime Minister. The BLF is a new £100m programme of funding to restore 6 key transboundary Landscapes and their ecosystems and support human development objectives in global biodiversity hotspots. Sub-Section C of this Section 1 provides an overview of each landscapes.

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- 1.6. The BLF aims to reduce poverty and create sustainable economic development for communities living in, and dependent upon, environmentally precious Landscapes. The BLF aims to restore Landscapes and deliver their long-lasting protection through sustainable management practices, improving the quality of ecosystems and safeguarding biodiversity. Protecting Landscapes and habitats will also help to tackle climate change with a reduction in greenhouse gas emissions through protection of natural carbon sinks. The BLF will address the drivers of environmental degradation and support national governments, local and park authorities and communities to deliver long-term sustainable management and use of natural resources.
- 1.7. The BLF will deliver three overarching outcomes relating to reducing poverty levels for the people living in, and dependent upon each Landscape. The management and governance of each Landscape, both within and across national borders, and the ecosystems, biodiversity and natural resources therein.

Table 3: Overarching Outcomes of the BLF

Outcome	Description
Outcome 1: Nature	To slow, halt, or reverse biodiversity loss in six globally significant regions for biodiversity
Outcome 2: People	To develop economic opportunities through investment in nature in support of climate adaptation and resilience and poverty reduction
Outcome 3: Climate	To reduce greenhouse gas emissions and safeguard natural carbon sinks

- 1.8. The Authority is seeking to award a Contract to a Fund Manager (the “**Contractor**”) to manage the BLF.
- 1.9. The BLF will operate over an initial nine-year period (FY 2021/22 to 2029/30), with a total budget of £100 million from UKs Official Development Assistance (“**ODA**”) budget. The BLF may be extended by a further period or periods totalling 36 months.
- 1.10. 65% of the BLFs £100 million budget is derived from the Authority’s International Climate Finance (“**ICF**”) programme. ICF funding must be monitored in line with a set of established Key Performance Indicators (“**KPI**”)s). The Contractor will be required to monitor Lead Delivery Partners against ICF KPIs which have been set out in Annex 24.
- 1.11. Of the BLFs £100 million budget £83.5 million is expected to be disbursed in Grant Funding to Lead Delivery Partners. The Authority envisages each Landscapes being allocated up to £14.5m over seven years. One Landscape, the Madagascan Landscape, has been allocated £10m over six years. Section 1 Sub-Section C below provides further rationale and background regarding each Landscape.
- 1.12. The BLF will conduct Direct Programming Activities until July 2029. Either side of Direct Programming Activities, the Contractor must mobilise the BLF and conduct exit activities once Direct Programming Activities has ended.

Section 1 Sub-Section C: Overview of each Landscapes

- 1.13. The BLF will operate across six Landscapes. Each landscape averages at 310,000 km² in size. Landscapes may contain both protected and (as yet) unprotected areas. Each

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Landscape may cross national boundaries yet constituting geographically and environmentally coherent areas.

- 1.14. Due to diplomatic and project sensitivities, information regarding each Landscape of the BLF is contained within Annex 19. Annex 19 will be made available following receipt of a signed Non-Disclosure Agreement.
- 1.15. One of the BLF Landscapes covers the Madagascar region. The Madagascan Landscape is unique compared to the other BLF Landscapes as a procurement exercise has already been undertaken and a Lead Delivery Partner has been appointed. The Madagascan Landscape is therefore not subject to the same diplomatic and project sensitivities. As this Specification sets out, the Contractor will be required to administer grant competitions to appoint a Lead Delivery Partner for the remaining 5 (FIVE) BLF Landscapes and to administer and evaluate all 6 (SIX) Landscapes (including the Madagascan Landscape) going forward.
- 1.16. The Authority currently holds a Grant Agreement with the Lead Delivery Partner, The Royal Botanical Gardens Kew, for the Madagascan Landscape. The portion of that Grant Agreement related to administration and evaluation will be novated to the Contractor within 2 months following the signature of this Contract.
- 1.17. A summary of the Lead Delivery Partners application and scope of work for the Madagascan Landscape is set out in Annex 13.

Section 1 Sub-Section D: Contractors Ability, Background & Imposed Restrictions

- 1.18. The Contractor must have a strong track record in outsourced management of complex programmes, including grant fund management and Technical Assistance.
- 1.19. The Contractor will be required to liaise frequently with the Authority's programme team through Programme Boards in the UK and with in-country programme staff. Details of the management structure are set out in Annex 18.
- 1.20. The Contractors personnel assigned to the delivery of this Contract must have extensive knowledge of, and expertise in, delivering international programme management, including but not limited to:
 - 1.20.1. Administrative and financial management of grants;
 - 1.20.2. Risk management;
 - 1.20.3. Performance oversight and monitoring;
 - 1.20.4. Adaptive programming and learning; and
 - 1.20.5. Sustainable development and poverty alleviation, international biodiversity and ecosystem conservation programming.
- 1.21. The Contractor must be available to meet in the Authority's London offices within 5 (FIVE) working days of a request by the Authority and hold a UK bank account.
- 1.22. The Contractor once appointed (or their personnel or sub-contractors) will **not** be eligible for either:
 - 1.22.1. Grant Funding provided through the BLF either as a Lead Deliver Partner or acting as a

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consortium member of a Lead Delivery Partner.

The Authority defines “acting as a consortium member” to mean any involvement of the Contractor once appointed, or their personnel, or sub-contractors, either formally or informally in the preparation of a Lead Delivery Partner’s application for Grant Funding or delivery of Grant Funding. For the avoidance of doubt, this definition specifically excludes any tenderer’s past involvement as a consortium member with respect to the Madagascar Landscape. This is on the basis that it was amalgamated into the BLF scheme after the grant competition for the Madagascar Landscape had closed and applications had been completed and submitted; or

- 1.22.2. Appointment as the Independent Evaluator or acting as a sub-contractor of the Independent Evaluator.

The Authority defines sub-contractor of the Independent Evaluator, to mean any involvement of the Contractor once appointed, or their personnel, or sub-contractors either formally or informally in the preparation of another organisations bid to be appointed as the Independent Evaluator or delivery of the Independent Evaluators obligations.

- 1.23. For purposes of 1.22.1 and 1.22.2, “sub-contractor” of the Contractor or Independent Evaluator means a direct sub-contractor (or their direct sub-contractors) to the Fund Manager or the Independent Evaluator respectively, but does not include affiliates or organisations otherwise related to the sub-contractor.
- 1.24. The restrictions imposed on the Contractor by section 1.22 are to ensure a clear separation of duties and prevent a conflict of interest. The Contractor’s failure to adhere to the restrictions imposed by section 1.22 will constitute a Material Breach of the Contract.

2. OBJECTIVE

- 2.1. The objectives of the Contractor are summarised below with the full requirements specified in sections 3 – 8 of this Specification.
- 2.2. The Contractor will be responsible for delivering the administration of the BLF, including:
- 2.2.1. Administer delivery partner competitions to award Grant Agreement to a single Lead Delivery Partner within each Landscape.
 - 2.2.2. Managing Grant Agreements with Lead Delivery Partners and monitor the performance of Lead Delivery Partners.
 - 2.2.3. Carrying out monitoring and learning activity. The Contractor will work closely with the Independent Evaluators to ensure lessons are transferred across Landscapes and implemented rapidly.
 - 2.2.4. Managing the BLF’s learning cycles, supporting the Authority in the adaptive management of the BLF. To Contractor will make adaptive programming recommendations to the Authority.
 - 2.2.5. Provide Supplementary Activities as outlined in section 4 of this Specification.

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2.2.6. Sharing knowledge and learning generated by the BLF. This will include but is not limited to coordinating learning cycles for the BLF, facilitating learning across Landscapes, and setting up a learning platform in the form of a BLF web page to optimise lessons learnt and share best practice across the government, NGO and broader donor community.

2.2.7. Dispersal of Grant Funding to Lead Delivery Partners.

2.2.8. Regularly communicating and reporting progress, risks and issues to the Authority.

3. DELIVERABLES

3.1. The deliverables of Contractor are set out within this section. There are 4 core deliverables:

- Core Deliverable 1: Administration of Delivery Partner Grant Competitions;
- Core Deliverable 2: Managing Grants Agreements; and
- Core Deliverable 3: Working with the Independent Evaluators
- Core Deliverable 4: Monitoring, Evaluation and Learning

Core Deliverable 1: Administration of Delivery Partner Grant Competitions

3.2. The Contractor is required to administer open grant competitions to appoint a Lead Delivery Partner within each Landscape.

3.3. As described in section 1 a Lead Delivery Partner is already in place for the Madagascar Landscape. This deliverable therefore does not apply to the Madagascar Landscape.

3.4. This deliverable is outlined across the following 6 sub-sections:

- A. General Requirements
- B. Preparation of tender documentation
- C. Administration of the competition
- D. Grant Award Report
- E. Due Diligence & Delivery Partner Review
- F. Grant Agreements

Section 3 Core Deliverable 1 Sub-section A: General Requirements

3.5. At all times the Contractor must follow HMGs requirements for the administration of general grants. HMGs Grant Functional Standards describe the Authority's requirements. HMGs Grant Functional Standards have been outlined within Annex 11.

3.6. Lead Delivery Partners are expected to work in consortia in order to have the capacity and skill sets to deliver against all of the identified requirements of each Landscape.

3.7. Competitions must be run concurrently and be launched no later than 9 weeks after the Contract start date.

3.8. The Contractor must seek to have all Grant Agreements signed within 8 months following signature of the Contract. An indicative timeline for the Lead Delivery Partner competitions has been set out within Annex 3.

Section 3 Core Deliverable 1 Sub-Section B: Preparation of Tender Documentation

- 3.9. The Contractor will draft Landscape Specifications and Invitation to Apply (“ITA”) packs for each Landscape and present these to the Authority for approval. The Contractor must use the specification and ITA templates contained within Annex 12.
- 3.10. The Authority will provide the Contractor with the required information, after award of the Contract, to draft each Landscape Specification. The required information envisaged by the Authority is the Landscape Level Business Cases and the results of the externally-commissioned Programme Scoping Exercises. The Programme Scoping Exercises has been summarised in Annex 23.
- 3.11. The Contractor will develop evaluation questions for each grant competition. The Contractor will present proposed evaluation questions to the Authority for approval.
- 3.12. The Contractor will prepare the ITA documents based on the following evaluation model.

Table 4: Evaluation Model

Envelope	Qualification	Technical	Commercial
Description	Screening of bids to ensure only eligible applicants are take through into technical and commercial evaluation.	Evaluation of bids to assess applicant’s ability to fulfil the Landscape Specification.	Evaluation of bids to assess to assess value for money.

Section 3 Core Deliverable 1 Sub-Section C: Administration of the Competition

- 3.13. The Contractor will receive applications from prospective Lead Delivery Partners via their own e-tendering platform.
- 3.14. Each stage of the evaluation, as set out in Table 5 below, will be carried out in sequence. This means the evaluation cannot progress to the next stage until the current stage has been completed. This is particularly important between the technical and commercial envelopes, for the avoidance of doubt Evaluation Panel Members cannot see the commercial envelope prior to completion of technical evaluation.
- 3.15. Technical evaluation will take place in a 2 stage approach as described in below:
 - 3.15.1. Stage 1: Evaluation Panel Members will score each application in isolation in line with the scoring model set out in Annex 12.
 - 3.15.2. Stage 2: Evaluation Panel Members will convince at an Evaluation Moderation Meeting chaired by the Contract to agree upon a final consensus score.
- 3.16. Table 5 below sets out the responsibilities of the Authority and Contractor during the grant competitions.

Table 5: Reasonability’s of the Authority and Contractor

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Process	The Contractors Responsibilities	The Authority Responsibilities
Qualification Envelope	The Contractor will ensure that only eligible bids that meet the minimum standard set by the Authority are submitted to the Authority for evaluation by the evaluation panel.	Eligibility criteria will be provided to the Contractor by the Authority, prior to the delivery partner competition launch.
Evaluation of applications Technical Envelope – Stage 1	The Contractor will either grant the Authority’s Evaluation Panel Members access to their e-tendering system or provide copies of the bids received via secure electronic data transfer.	Evaluation Panel Members for each Landscape competition will be appointed by the Authority and will include a representative from the Contractor
	The Contractor’s representative will evaluate relevant technical aspects of the proposal which will be agreed at inception phase.	Approval of the Contractors representative.
Evaluation of applications Technical Envelope – Stage 2	<p>The Contractor will convene and chair the Evaluation Moderation Meeting/s.</p> <p>The Contractor will pose any points of clarification raised by Evaluation Panel Members to prospective Lead Delivery Partners.</p> <p>The Contractor will arrange additional Evaluation Moderation Meeting/s for Evaluation Panel Members to discuss prospective Lead Delivery Partners response to points of clarification and agree a final consensus score.</p>	The Authority’s Evaluation Panel Members will attend the Evaluation Moderation Meeting/s.
Evaluation of applications Commercial Envelope	The Contractor will evaluate prospective Lead Delivery Partners commercial response in line with the pre-set formulae.	N/A

Section 3 Core Deliverable 1 Sub-Section D: Grant Award Report

- 3.17. Once Evaluation Panel Members have agreed upon final consensus score, the Contractor will present a Grant Award Report to the Authority for approval. The Grant Award Report will summarise each grant competition and outlining the preferred Lead Delivery Partner.
- 3.18. The Authority will review and approve the Grant Award Report. Once the Authority has approved the Grant Award Report, the Contractor will conduct due diligence as described Section 3 Core Deliverable 1 Sub-Section E below.

Section 3 Core Deliverable 1 Sub-Section E: Due Diligence & Delivery Partner Review

- 3.19. The Contractor will be responsible for due diligence assessments in the form of Delivery Partner Reviews (“DPRs”) on preferred Lead Delivery Partners for the five transboundary

Landscapes.

- 3.20. The Authority's requirements with regards to due diligence is set out in Annex 5.
- 3.21. The Contractor will present the results of each DPR to the Authority for approval. Once the Authority has approved the results of the DPR, the Contractor will draft and enter into a Grant Agreement with the preferred Lead Delivery Partner as described within section 5.2. Sub-Section F below.

Section 3 Core Deliverable 1 Sub-Section F: Grant Agreements

- 3.22. The Authority is the granting entity. The Contractor will enter into Grant Agreements acting as administrator on behalf of the Authority. The Contractor will draft the Grant Agreements with each Lead Delivery Partner and submit the draft Grant Agreement to the Authority for approval.
- 3.23. All Grant Agreements must be drafted in line with the templates contained within Annex 19.
- 3.24. Once the Authority has approved the draft Grant Agreement, the Contractor will sign the Grant Agreement with the Lead Delivery Partner.
- 3.25. The Contractor will not award any Grant Agreement without the express and written approval of the Authority. Likewise, the Contractor will not vary a Grant Agreement without the express and written approval of the Authority.

Core Deliverable 2: Managing Grants Agreements

3.26. This deliverable is outlined across the following 5 sub-sections:

- A. General Requirement
- B. e-Platform tool
- C. Financial and Risk Management
- D. Management of Delivery
- E. Disbursement of Grant Funding

Section 3 Core Deliverable 2 Sub-Section A: General Requirement

- 3.27. The Contractor will assume full responsibility for management of each Grant Agreement with each Lead Delivery Partner.

Section 3 Core Deliverable Sub-Section B: e-Platform Tool

- 3.28. The Contractor will develop a secure e-platform (or utilise an existing one) that is accessible to all Lead Delivery Partners and the Independent Evaluator and the Authority which will be used as a project management tool.
- 3.29. The e-platform will securely store:
 - 3.29.1. all monitoring data from Lead Delivery Partners;
 - 3.29.2. all evaluation products from the Independent Evaluator;
 - 3.29.3. risk and financial data from projects for access by the Authority; and

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- 3.29.4. records of all grants, including correspondence, reports and monitoring results, in sufficient detail that will facilitate audit from the National Audit Office and the Independent Commission for Aid Impact, or any other audit that the Authority may be subject to.
- 3.30. With regards to point 3.29.1. and 3.29.2. above the Contractor will restrict access so that only the Contractor, the Authority, the Independent Evaluator and respective Lead Delivery Partner can access the data detailed.
- 3.31. With regards to points 3.29.3. and 3.29.4. above the Contractor will restrict access so that only the Contractor and the Authority can access these files.
- 3.32. A proportion of the data contained within the e-platform will be made publicly available at the end of this Contract. The Authority will determine the scope of data to be made published during mobilisation of the Contractor's exit plan.

Section 3 Core Deliverable 2 Sub-Section C: Financial and Risk Management

- 3.33. The Contractor will:
- 3.33.1. Manage Lead Delivery Partners in accordance with the grant terms and conditions.
- 3.33.2. Prepare up-to-date consolidated reports of expenditure for all Landscapes and at the programme level. Prepare up-to-date forecasts for all Landscapes and at the programme level, that detail forward monthly spend forecasts for the next 3 (THREE) months. These will be submitted to the Authority at quarterly intervals; 10 (TEN) working days before the Authority's Programme Board meeting.
- 3.33.3. Receive annual audited accounts, written in or translated to English, from a suitably qualified auditor from all Lead Delivery Partners within 6 months of the end of each Lead Delivery Partners annual accounting period. The Contractor must verify that each grant was expensed in accordance with its agreed terms. The Contractor, or a suitably qualified auditor will conduct random in-country spot audits (7.5% of live projects) per financial year to ensure projects are spending as per the terms and conditions of the Grant Agreement.
- 3.33.4. Maintain risk registers and manage and mitigate risks for each Landscape, covering the following risk categories:
- a. Contextual
 - b. Delivery
 - c. Safeguarding
 - d. Operational
 - e. Fiduciary; and
 - f. reputational risk categories
- 3.33.5. The Contractor is required to manage risk in line with the requirement of HMGs Orange Book contained within Annex 15 and the Authority's risk management requirements contained within Annex 16.
- 3.33.6. If a risk requires critical attention between Programme Boards, the Contractor must escalate, within 1 (ONE) working day from the risk been identified, sending the risks to the Authority via an email to the SRO, Geographical Programme Manager and the BLF email inbox:

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3.33.7. A risk requires critical attention if a risk:

- a. is developing, or has developed, into an issue;
 - b. relates to a safeguarding or fraud concern; or
- begins to exceed the Authority's risk appetite at either the programme or Landscape level. Annex 16 outlines the Authority's risk appetite.

Section 3 Core Deliverable 2 Sub-Section D: Management of Delivery

- 3.34. The Contractor will collect and aggregate quarterly project reporting data from Lead Delivery Partners in each Landscape. The Contractor must ensure monitoring data is standardised across Landscapes, cleansed, and complete. If monitoring data is not complete or there are inconsistencies, the Contractor must work with the relevant Lead Delivery Partner to rectify this.
- 3.35. Projects must be monitored in line with the UK International Development Assistance Act 2015. This must include, but is not limited to, risks, performance reports, milestones achieved, and outputs delivered. This information for each Landscape will be submitted to the Authority 10 (TEN) working days ahead of each quarterly Programme Board.
- 3.36. The Contractor must monitor Lead Delivery Partner activities to ensure delivery of agreed logical framework (logframe) outputs. More information on monitoring can be found in section 5.4.
- 3.37. The Contractor must ensure projects are delivering continuous value for money and managed in line with HMGs Managing Public Money guidelines, contained within Annex 20.
- 3.38. The Contractor must take appropriate action, including recommending to the Authority the suspension or termination of any grants that fail to perform adequately as part of the quarterly project report which is submitted to the Authority 10 (TEN) working days prior to the Authority's quarterly Programme Board.
- 3.39. Should funds disbursed to Lead Delivery Partners need to be clawed back, e.g. in the event of termination or suspension of grants, resulting in activities not being deliverable, the Contractor must return these funds to the Authority within 10 (TEN) working days.

Section 3 Core Deliverable 2 Sub-Section E: Disbursement of Grant Funding

- 3.40. Payments must be made in arrears. In exceptional circumstances and with the written consent of the Authority, the Contractor may agree advance payment with Lead Delivery Partners. The Lead Delivery Partners may request payment in advance on behalf of one or more of its consortium members. To qualify for payment in advance the Lead Delivery Partners must be not-for-profit organisations and have a clear justification to request advance payment. The Contractor will provide the Authority with a breakdown of payment in advance claims on a quarterly basis. The Contractor will not be required to pre-finance payments; the Authority will issue pre-financing payments to a separate escrow account ("Escrow Account") to be established by the Contractor on such terms as may be agreed by the Authority. The Contractor shall ensure that no withdrawals can be made from the Escrow Account without having been pre-approved by the Authority. At no time do the

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monies paid into the Escrow Account become assets of the Contractor.

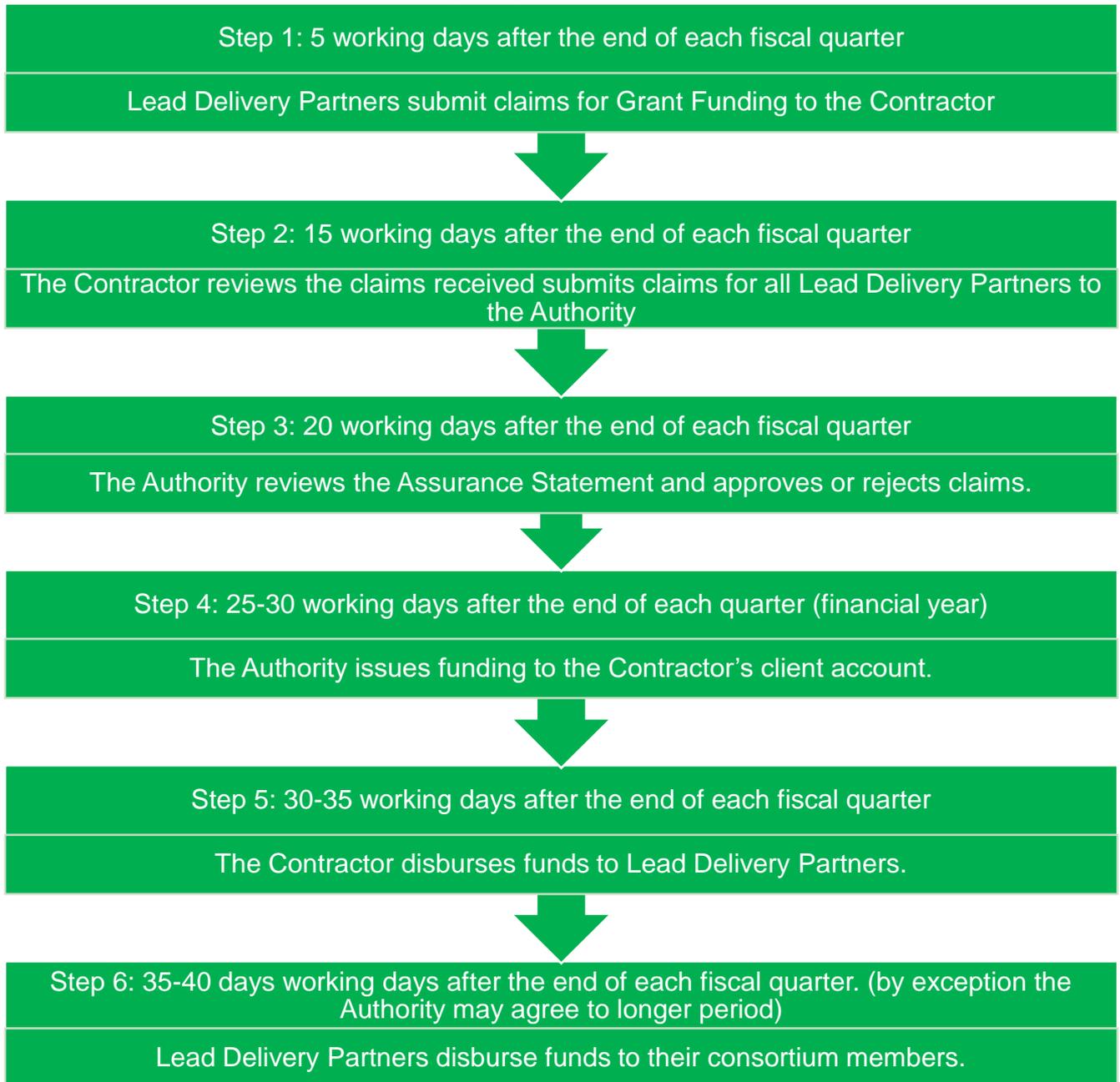
- 3.41. Grant Funding will be disbursed in the following manner. Diagram 1 below stipulates the required timelines for the disbursement of Grant Funding.
- 3.42. For the avoidance of doubt, with regards to the disbursement of Grant Funding, a quarterly basis relates to fiscal quarters which run from:

Quarter 1: 1 January – 31 March
Quarter 2: 1 April - 30 June
Quarter 3: 1 July – 30 September
Quarter 4: 1 October - 31 December
- 3.43. On a quarterly basis:
- 3.44. Each Lead Delivery Partner will submit claims to the Contractor at the end of each quarter. Claims will be for total value of work done in that quarter.
- 3.45. Claims must include evidence of spend and evidence that outputs have been completed.
- 3.46. The Contractor will provide the Authority with this breakdown of claims received from Lead Delivery Partners in each Landscape and a total figure for payment along with an Assurance Statement that the Contractor has checked claims to be valid and legitimate. The Contractor will use the Assurance Statement template is set within Annex 22.
- 3.47. The Authority will issue payment to the Escrow Account in a timely manner once the Authority is satisfied with the Assurance Statement. The Authority will return a signed copy of the Assurance Statement to the Contractor which will also serve as the authority to the escrow agent to process the withdrawals from the Escrow Account detailed on the Assurance Statement.
- 3.48. The Contractor will disburse grant funding within 5 (FIVE) working days to Lead Delivery Partners, in line with the terms of the Grant Agreement.
- 3.49. The Lead Delivery Partner is responsible for disbursing the funds to downstream delivery partners and ensuring that all payments are made according to the terms of the Grant Agreement. The Contractor will ensure the terms and conditions of each Grant Agreement requires each Lead Delivery Partner to disburse monies within 5 (FIVE) working days or longer, as agreed by exception by the Authority to downstream delivery partners.

Diagram 1 Process for the Disbursal of Grant Funding

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Core Deliverable 3 Working with the Independent Evaluators

- 3.50. The Authority has developed a Memorandum of Agreement (“**MoA**”) which will govern the relationship and interactions between the Authority, the Contractor and the Independent Evaluator.
- 3.51. The MoA sets out how the Contractor and Independent Evaluators will work collaboratively to achieve the objectives of the BLF.
- 3.52. The MoA has been annexed at Annex 14. The Contractor will enter into this MoA following award of this Contract and the award of the Independent Evaluator contract. Failure to enter into the MOA will constitute a material breach of the Contract.

Core Deliverable 4 Monitoring, Evaluation and Learning

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3.53. This deliverable is outlined across the following 4 sub-sections:

- A. General Requirement
- B. Monitoring
- C. Learning
- D. Facilitate Stakeholder Learning

Section 3 Core Deliverable 4 Sub-Section A: General Requirement

- 3.54. The Contractor will work closely with the Independent Evaluator to deliver the Monitoring, Evaluation and Learning (“**MEL**”) package for the BLF. The Contractor will have responsibility for implementing Monitoring and Learning at both the Landscape and BLF level.
- 3.55. The Contractor must develop a robust framework for communication and reporting between the Independent Evaluator, Landscape Coordinators (in-country programme staff), and the Lead Delivery Partners.
- 3.56. An indicative summary of the roles and responsibilities of key partners in the BLF has been described within Annex 12. The MoA describes how each party will cooperate and has full access to the relevant data.
- 3.57. The Independent Evaluator will be responsible for Evaluation at the BLF level and the Landscape level.

Section 3 Core Deliverable 4 Sub-Section B: Monitoring

- 3.58. The BLF will be monitored against its objectives based on a set of programme level KPIs, a programme level Theory of Change (“**ToC**”), and a programme level logframe. The programme level ToC is outlined within Annex 1, the programme level logframe is outlined within Annex 2 and the programme level KPIs have been outlined within Annex 7.
- 3.59. The Independent Evaluator will refine the programme level ToC, logframe and KPIs once appointed.
- 3.60. Lead Delivery Partners as part of their application will develop Landscape KPIs, ToCs and logframes. The Independent Evaluator will refine the Lead Delivery Partners KPIs, ToCs and logframes as part of each Landscapes inception phase.
- 3.61. Data established during baselining by the Independent Evaluator in each Landscape will be submitted to the Contractor to be uploaded onto their project management monitoring e-platform. The Contractor and the Independent Evaluator must agree how monitoring data from the Landscapes will be presented and used to facilitate learning, as part of the Independent Evaluator’s inception phase.
- 3.62. Decisions on which data will be collected at the BLF programme level and Landscape level will be made by the Authority and the Independent Evaluator during the Independent Evaluator’s inception phase. Any adjustments will be decided at the annual learning cycle points thereafter, for which the Authority has ultimate decision making authority.
- 3.63. The Independent Evaluator will test the assumptions of the programme or Landscape level ToCs.

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- 3.64. The Contractor will not test programme level progress against activities, outputs and outcomes on a quarterly basis, and will not test programme level KPIs on an annual basis. These activities are within the scope of the Independent Evaluator.
- 3.65. Collecting monitoring data is the responsibility of the Lead Delivery Partner. The Contractor must ensure this responsibility is reflected in the Grant Agreements with Lead Delivery Partners.
- 3.66. Within each Landscape the Contractor will as a minimum:
- 3.66.1. Ensuring that all monitoring data collected by the Lead Delivery Partners is submitted to the Contractor's e-platform.
 - 3.66.2. Ensuring that all monitoring data is collected in line with the requirements of the International Development Assistance Act 2015.
 - 3.66.3. Providing ongoing training and support (e.g. technical support and manuals) to Lead Delivery Partners on using the project management e-platform, particularly in relation to submitting data.
 - 3.66.4. Ensuring all Lead Delivery Partner data is standardised, complete, and cleansed once data has been submitted to the Contractor's e-platform.
 - 3.66.5. Data at the Landscape level, where appropriate must be aggregated so it can be used to evaluate the programme level KPI's.
 - 3.66.6. Data collected is of sufficient quality to enable the Independent Evaluators evaluation.
 - 3.66.7. Testing each Landscape's logframe progress against activities, outputs and outcomes on a quarterly basis. The methodologies for testing will be provided to the Fund Manager prior to Lead Delivery Partners beginning programming.
 - 3.66.8. Testing each Landscape's KPIs on an annual basis, using the quarterly monitoring data submitted by Lead Delivery Partners. The methodologies for testing will be developed by the Independent Evaluator once appointed.
 - 3.66.9. Assessments of activities, outputs, outcomes and KPIs must be submitted as part of the relevant quarterly or annual report, to the Authority. Annex 6 sets out the reporting requirements.
 - 3.66.10. Collecting and compiling Lead Delivery Partners' inputs for Landscape and programme annual reviews. Drafting of inputs for Landscape and programme annual reviews for the Authority if required.
 - 3.66.11. Ensuring the Madagascar Landscape's monitoring and learning processes are incorporated into the Contractor's platforms smoothly upon novation of the grant agreement from the Authority to the Contractor.
- 3.67. Should the Lead Delivery Partners be under performing against the agreed milestones set out in their Grant Agreement, the Contractor should, if appropriate enact a Lead Delivery Partners Remedial Action Plan, which will be agreed with the Authority during the inception phase.

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Section 3 Core Deliverable 4 Sub-Section C: Learning:

- 3.68. At both programme and Landscape level, monitoring data will form a major contribution to the evidence base upon which adaptive programming decisions can be made by the Authority.
- 3.69. Adaptive programming decisions are part of the BLF's learning cycles. There will be two learning cycles, focussed on accountability (quarterly - progress against logframes) and theory (annually - evaluation reports, testing ToC assumptions and broader programmatic questions).
- 3.70. The Contractor will co-ordinate and manage the two learning cycles throughout the programme, which will facilitate the Authority's strategic decision making, and support Lead Delivery Partner learning. Both will be implemented at the Landscape and programme level.
- 3.71. The Contractors responsibility in the learning cycle include:
- 3.71.1. Developing the structure of the learning cycles, with the Authority and Independent Evaluator during the Contractor's inception phase, prior to Lead Delivery Partners beginning programming. This includes agreeing how monitoring data will be presented and used to facilitate learning.
- 3.71.2. Convening the quarterly and annual learning cycle meetings. This includes minuting, ensuring relevant parties are invited and present and submitting recommendations and/or reports to the Authority. Annex 6 sets out the reporting and meeting requirements. Any recommendations for changing the logframe at this point must also be made available to the Independent Evaluator.
- 3.71.3. The annual learning cycle meeting will involve the Contractor, the Authority, the Independent Evaluator, and the relevant Landscape Coordinator (in-country staff). The Contractor must work closely with Lead Delivery Partners to ensure that the views of the Lead Delivery Partners, their Consortium Delivery Partners, and their beneficiaries are represented at these meetings. This meeting will be focused on discussing adaptive programming recommendations. The Independent Evaluator will make significant contributions to these meetings. The meeting must be held one month prior to the Authority's annual Learning Programme Board, Annex 6 sets out the meeting requirements).
- 3.71.4. The Contractor will submit two sets of recommendations to the Authority 10 (TEN) working days prior to the Programme Board, alongside a minute of the meeting described in section 3.77.3 above. The first set of recommendations will be the agreed recommendations from the meeting described in section 3.77.3 above, which must fall within the risk appetite of both the Authority and the relevant consortium,(if the recommendation is relating to a consortium-run activity).. The second set of recommendations will be the recommendations that have been discounted during the meeting.
- 3.71.5. Disseminating adaptive programming decisions made by the Authority to Lead Delivery Partners and ensuring they are cascaded through the delivery chain, including making any changes to logframes or grant agreements or documentation to reflect decisions. The Contractor must support Lead Delivery Partners in implementing decisions and following up with review meetings to check implementation is continually carried out.

3.71.6. Working with Lead Delivery Partners to identify and strengthen feedback loops to ensure programmes are adapted to changing realities within each Landscape. Table 6 below describes the inputs and outputs expected from the Contractor in relation to the learning cycles.

Table 6: Learning Cycle:

Learning cycle	Lead	Aims/Research Questions	Inputs	Outputs (only outputs expected from the Contractor are listed below)
Quarterly	The Contractor	<p>Review progress against logframes (activities, outputs, outcomes) for each Landscape.</p> <p>Identify and review risks to successful delivery.</p>	<p>Lead Delivery Partner quarterly reports.</p> <p>Input from in-country member where appropriate.</p>	<p>The Contractor's Quarterly Reports – one per Landscape.</p> <p>Proposition to scaleup/down areas identified (risks/opportunities).</p> <p>Documentation amendments, if applicable, once adaptive programming decisions have been taken by the Authority.</p>
Annual	The Contractor	<p>The Contractor: Review processes including management and governance arrangements / feedback loops</p> <p>The Landscape coordinators (In-country staff): Updated Political Economy Analysis sections</p> <p><u>Independent Evaluator</u>: Identify and review whether the</p>	<p>Independent Evaluator's developmental report(s) and evidence.</p> <p>Learning from the quarterly meetings and reports.</p> <p>Publications/existing literature.</p> <p>input from in-country staff</p>	<p>The Contractor's Annual Report</p> <p>Blog posts/reports to be published on the BLF web page (open-source)</p> <p>Documentation amendments if applicable, once adaptive programming decisions have been taken by The Authority, such as grant agreement variations.</p>

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		<p>programme is collecting enough and/or the right evidence for decision making to take place effectively.</p> <p>Testing programme level and Landscape level ToC assumptions and programme level progress.</p>	<p>where appropriate.</p>	
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3.72. The Contractor will set up a learning platform, ahead of the commencement of Direct Programming Activities, in the form of a BLF website which optimises lessons learnt and shares best practice, that is accessible to any interested party including members of the public. The Authority must approve all uploads to the BLF website. Activities relating to the BLF website include but are not limited to:

- 3.72.1. Uploading the Contractor’s Landscape and programme level annual reports (redacted as appropriate).
- 3.72.2. Uploading, on behalf of the Independent Evaluators, relevant evaluation reports. Evaluation Reports must be redacted. The Authority must approve the scope of redaction and final redacted version of the evaluation reports prior to publication.
- 3.72.3. Developing and uploading relevant reports or blog posts that will facilitate learning across the BLF and for the wider stakeholder community.
- 3.72.4. Relevant reports will be translated into the official languages of the relevant countries.

Section 3 Core Deliverable 4 Sub-Section D: Facilitate Stakeholder Learning

- 3.73. The Contractor must deliver well-run and high-quality stakeholder learning events in each of the Landscapes for Monitoring and Learning-related activities, in conjunction with Landscape Coordinators (in-country staff) and the Independent Evaluator on an annual basis.
- 3.74. The Contractor must work with the relevant stakeholders to produce plans for Landscape level stakeholder learning events each year. These must include but not be limited to notifications on:
- 3.75. These stakeholder learning events will share case studies of Landscape projects and must invite a wide range of stakeholders including appropriate host Government officials and members of relevant sectors. In line with our partnership approach, the learning events must also capture perspectives on successes, challenges, and opportunities in each Landscape which can subsequently be fed into the Contractor’s adaptive management proposal for that given year. The Landscape learning events will be held in person or virtually, as determined by the Authority, and rotate to a different country within the Landscape each year.

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- 3.76. Learning events must be held two months in advance of the annual learning Programme Board. Learning event plans must be shared with in-country staff and the Authority’s programme team two months in advance of the event. The Authority will approve all content and design of the stakeholder learning event.
- 3.77. The Contractor must also organise and deliver a one-off midpoint learning event. The Authority envisages the one-off midpoint learning event taking place in either year 3 or 4 of the Contract. This midpoint learning event will be a BLF wide event covering all six Landscapes, bringing together stakeholders across the programme to discuss progress, challenges and outcomes. The event must be accessible virtually, as it will also be used to showcase the BLF to a global audience. This event will be designed in conjunction with the Independent Evaluator, Landscape coordinators (in-country staff), the Authority’s programme team, and will ultimately be approved by the Authority.
- 3.78. The Authority will meet the Contractor’s actual costs in providing learning events on the proviso the following 2 conditions are met:
 - 3.78.1. All costs are agreed in writing and in advance with the Authority’s Contract Manager; and
 - 3.78.2. All costs are in line with the Authority’s Travel and Subsistence policy set out within Annex 18.

4. Supplementary Activities

- 4.1. Supplementary Activities are additional activities that the Contractor must procure in connection with the management of the BLF.
- 4.2. The Authority envisages Supplementary Activities being required due to emerging or newly-identified needs and priorities, including in response to adaptive programming. As such, the scope of Supplementary Activities cannot be predicted at Contract inception.
- 4.3. Supplementary Activities are likely to span a wide range of interventions and durations. The Authority envisages the Contractor will be required to procure suitable new organisations to:
 - 4.3.1. Deliver an intervention; and/or
 - 4.3.2. Provide Technical Assistance.
- 4.4. Once the Contractor has procured a new organisation to deliver Supplementary Activities, the Contractor will be responsible for ensuring any organisation is managed in the same manner of Lead Delivery Partners or as proposed in the Supplementary Activities Proposal.
- 4.5. A set process for instructing the Contractor to provide Supplementary Activities is set out in Table 7 below.

Table 7: Process of Instructing the Contractor to Provide Supplementary Activities

Step	The Contractor’s Responsibility	The Authority’s Responsibility
Step 1: Request for Proposal	N/A	A written request from the Authority’s Contract Manager is made to the Contractor for Supplementary Activities.

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Step 2: Submission of Supplementary Activities Proposal	The Contractor will make a written proposal to the Authority describing the scope and cost of the Supplementary Activities.	N/A
Step 3: Review of Proposal	Respond to any clarification questions from the Authority.	The Authority will review the Contractor's proposal & may elect to raise clarification questions to the Contractor.
Step 4: Acceptance or Rejection of the Supplementary Activities Proposal	N/A	The Authority's Contract Manager will write to the Contractor to either accept or reject the Contractors proposal.

- 4.6. For the avoidance of doubt, the Contractor is responsible for bearing their own costs in providing a Supplementary Activities Proposal to the Authority.
- 4.7. In the event the Authority rejects the Contractors Supplementary Activities Proposal the Authority will not reimburse the Contractor for their cost in submitting a Supplementary Activities Proposal and may, at the Authority's sole discretion, source another provider to deliver the required Supplementary Activities.
- 4.8. In the event the Authority does elect to source another provider to deliver Supplementary Activities, the Contractor will provide any material necessary to any provider the Authority elects to appoint for the delivery of Supplementary Activities.

5. Expenses, Travel and Subsistence

- 5.1. Expenses incurred by the Contractor, or their appointed agents or sub-contractors, must be budgeted for within the Contractor's fixed rate fee.
- 5.2. All expenses must be in line with the Authority's Travel and Subsistence policy. The Contractor will abide by the Authority's travel and subsistence policy in connection with the delivery of this Contract.
- 5.3. Annex 18 sets out the Authority's travel and subsistence policy.

6. Exit Requirements

- 6.1. 6 (SIX) months before the end of this Contract or upon Termination of the Contract, the Contractor will:
 - 6.1.1. operationalise its exit plan.
 - 6.1.2. Consider if any Grants Agreements require extension. The Authority only envisages extension of Grant Agreements which have been delayed due to unexpected and unavoidable circumstances.
 - 6.1.3. Publish any monitoring data as directed by the Authority.
 - 6.1.4. Review and sign-off of the final narrative, providing inputs as requested to the Authority Project Completion Report and preparing a final Exit Plan for the Authority which must include:

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- 6.1.4.1. Delivering to the Authority prior to the contract end date all finished work which relate to the Contract;
- 6.1.4.2. Summary of the status and next steps in relation to any on-going projects or other material and unfinished activities being conducted or monitored;
- 6.1.4.3. Returning all confidential information and any other data to the Authority before the Contract end date.
- 6.1.5. Provide a summary document detailing all programme reports and communication materials, including links to relevant websites and contact information.
- 6.1.6. A lesson-learnt briefing focused on the challenges faced and opportunities generated in managing such a large complex programme.
- 6.1.7. An overview of how the Contractor has ensured the BLF has been committed to sustainability and doing no harm. The Authority's requirements and guidance on Nature-proofing ODA is outlined within Annex 21.
- 6.2. The Contractor must allow for a minimum period of 90 (NINETY) days, or longer if required, after the contract end date (or termination date) for the exit process to be properly implemented.

7. Losses from Fraud, Error and Corruption

- 7.1. The Contractor will be responsible to bear the cost of any Fraud, Error or Corruption Loss in cases where the Contractor has failed to adhere to any process and policies set out in this Contract or to HMG policies and procedures.
- 7.2. In cases where the Contractor has fully complied with all HMG policies, the Authority will meet the cost of any unrecoverable loss arising from the loss event including managing financial, operational, delivery, safeguarding and reputational risks on behalf of the Authority.

8. Intellectual Property Rights

- 8.1. Any Intellectual Property generated as part of BLF shall belong to the Authority.

9. Contract Management

- 9.1. To ensure the Contractor's high performance, key areas of the Contractors performance will be monitored via a set of a KPIs.
- 9.2. The Contractor and the Authority will meet quarterly to review the Contractors performance. The Parties will discuss any arising issues with a view to early avoidance of issues and collaborative management to address any instance of performance with requires importance or is poor.
- 9.3. The Contractor must submit a KPI report on a quarterly basis. The KPI report must be sent to the Contract ,Manager and to Authority's programme email inbox:

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9.4. The KPIs and SCR are outlined within Annex 10.

Annex 1: Programme Level Theory of Change

1. THEORY OF CHANGE

The BLF will deploy strategic investments over seven years in critically important Landscapes for biodiversity and intact ecosystems in developing countries worldwide. The Landscapes have been selected based upon their biological importance, focusing on the regions of the world that still maintain intact assemblages of biodiversity, including concentrations of globally threatened species, and contain extensive areas of intact ecosystems, major carbon sinks that have been severely degraded elsewhere. All the Landscapes are inhabited by poor, marginalised, often minority, communities, who have limited rights to manage the natural resources and land that they depend upon for their livelihoods.

Both biodiversity and ecosystems and local people are also negatively affected by underlying drivers, including weak institutions and governance frameworks; corruption and poor rule of law; a lack of consideration of biodiversity and local development priorities in development plans and policies, and the behaviour of private sector that fails to recognise biodiversity and ecosystem or local development priorities.

The basis of the ToC is that to achieve long-term maintenance and protection of biodiversity and ecosystems, it is necessary to align incentives and institutional frameworks so that biodiversity outcomes also deliver development outcomes for local people, and vice versa that local development outcomes incentivise the protection of biodiversity. Delivering these outcomes is also expected to deliver climate benefits, particularly through the protection of natural carbon sinks and supporting resilient livelihoods.

Figure 1 sets out a high-level ToC for the BLF. Interventions operate at three levels to address both the proximate and underlying drivers of biodiversity and ecosystem loss and degradation and local poverty:

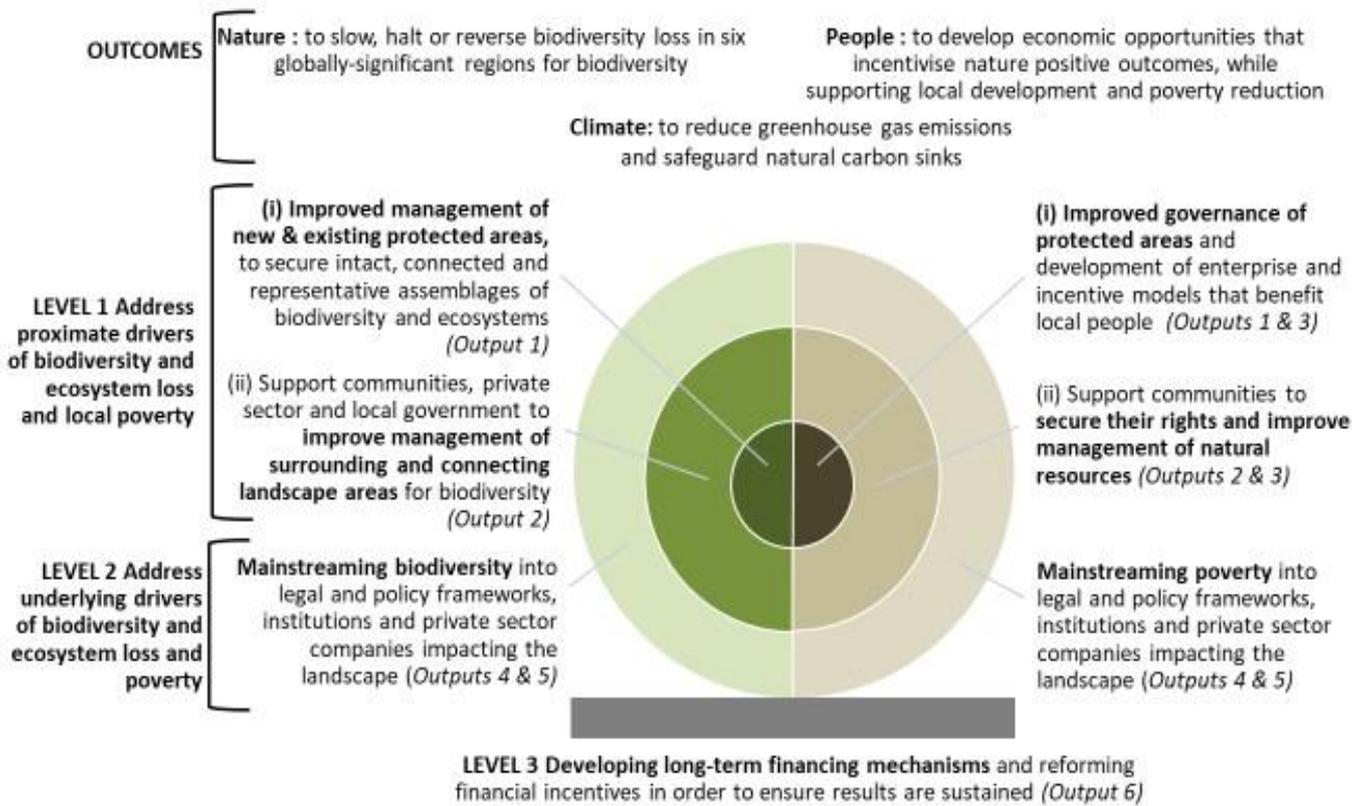
LEVEL 1 - Improving Landscape management for people and biodiversity: Strengthening management and governance of Landscape-level units to address the proximate drivers; focusing on:

- a. Core protected areas (Outputs 1 and 3)
- b. Ecosystems connecting and surrounding the core protected areas, which are under community, government or private sector management (Outputs 2 and 3)

LEVEL 2 - Mainstreaming biodiversity, ecosystem and poverty considerations into legal and policy frameworks, institutions and private sector companies operating in or affecting the Landscape, to address the systemic underlying drivers. (Outputs 4 and 5)

LEVEL 3 - Developing long-term financing mechanisms and reforming financial incentives to ensure results are sustained. (Output 6)

Biodiverse Landscapes Fund: Theory of Change



LEVEL 1 Improving Landscape management for people and biodiversity

The proposed programme will address the proximate drivers of biodiversity and ecosystem loss and degradation, such as hunting and illegal wildlife trade, agricultural encroachment, illegal logging and fishing, and local poverty by:

Improving the management, resourcing and placement of protected areas (Output 1): Protected areas have been the mainstay of place-based efforts to conserve biodiversity and ecosystems for over a century, to limit the effect of direct drivers. However, current protected areas are not representative of important sites for biodiversity or critical ecosystems and three-quarters are inadequately resourced and managed.i,ii,iii Moreover, it is critical that protected area authorities recognise the rights and perspectives of indigenous peoples and local communities and that they benefit from effective management.iv Increasing the area, effective management and equitable governance of protected areas both for biodiversity and people will be central to achieving the post-2020 Global Biodiversity Framework, and it is estimated that globally these measures would generate revenues of \$454bn pa, and deliver ecosystem services worth \$170-534bn pa.v Within the target Landscapes, the BLF will improve the management of existing protected areas to reduce direct threats, and support the gazettement of new protected areas to secure intact, connected and representative assemblages of biodiversity and ecosystems. Alongside improved management, the BLF will improve the governance of protected areas to ensure that the rights and voices of local residents particularly women and marginalised groups are heard in decision-making.

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Securing rights for local people (Output 2): Local and indigenous people often live in, and/or use, protected areas. They can play a critical role in maintaining biodiversity and ecosystems, especially if their rights are clear and local development incentives are aligned with sustainable outcomes.vi The BLF will support indigenous peoples and local communities across the Landscape, including in protected areas, to clarify and assert their land rights and their rights to access, use, manage and enforce use of natural resources, as a pre-condition for a dialogue around effective management of those resources. Where necessary, BLF delivery partners will work with local/national authorities to propose changes to laws and regulations to strengthen recognition of the rights of local people. Particular attention will be paid to ensuring that the voices and rights of women and marginalised groups are heard and respected, thus confronting the challenges to equal recognition facing women similar to those faced by indigenous groups. Focus will be placed on the empowerment of women, enabling them to make decisions that benefit their families' long-term capabilities through increased influence on land use, management and agricultural productivity.

Developing models for effective management of natural resources across the Landscape (Output 2). Even if properly resourced and effectively and equitably managed, protected areas (the focus of Output 1) will be too small and fragmented to adequately support ecosystem services, address the broader drivers of biodiversity lossvii and may not foster environmental conservation outside of reservesviii. The BLF will therefore work at greater scales, across broader productive Landscapes that includes surrounding and connecting ecosystems that are managed by communities, private sector and governments. Within these Landscape units – e.g. community forests or indigenous reserves, forestry or agriculture concessions, state-managed forests and wetlands - there is a need to integrate consideration of biodiversity and sustainable use of ecosystems into management practices. The BLF will therefore support development and implementation of improved management plans, policies or practices to better consider the value of biodiversity and ecosystems in their operations (e.g. certified timber or agriculture, watershed management).

Developing livelihood strategies that support poverty reduction and biodiversity conservation (Output 3): Local poverty is often a proximate driver of biodiversity and ecosystem loss and degradation, e.g. through overexploitation of natural resources, hunting, or increasing cultivation. It is now widely recognised that effective site-based biodiversity conservation needs to account for the needs of local people, if solutions are to be sustainable. The BLF will understand local livelihood strategies and value chains, and design targeted livelihood interventions with local people that support poverty reduction in ways that are economically attractive and consistent with, or linked to, biodiversity conservation goals. Examples might include sustainable land management/farming practices designed to increase productivity and yields in ways that respect land-use boundaries; establishing conservation or value-add enterprises, linked to market opportunities; or ecotourism. Specific consideration will be given to opportunities for women and marginalised groups, who might otherwise be excluded from decision-making or livelihood opportunities. Women in particular will have a critical role to play in the sustainability and long-term efficacy of livelihood strategies within the BLF. One potential model is conditional incentive programmes, either using payments (e.g. for ecosystem services) or other incentives, which have been shown to be effective at changing behaviours of local communities, whilst also delivering poverty reduction outcomes.

B. Mainstreaming biodiversity, ecosystem and poverty considerations into institutional frameworks

The systemic drivers of biodiversity loss and poverty impacting the Landscape might include lack of institutional capacity; elite capture of resource rents; lack of markets/opportunities in remote

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regions; no/limited consideration of biodiversity in development, infrastructure or development plans; weak legal and regulatory frameworks, and policies of and towards the private sector that fail to recognise biodiversity and ecosystem values in decision-making. The BLF will address these by:

Improving governance of land and natural resources across Landscapes (Output 4). The BLF delivery partners will understand the laws, policies, regulations and institutional frameworks at the Landscape or Landscape unit level, and identify opportunities to strengthen these frameworks. Examples might include land-use plans, infrastructure plans, land titling or natural resource governance frameworks, protected area management frameworks, concession allocation and planning, investment and insurance. Following this, the BLF will work with government agencies to build their capacity and support reforms or improved application of these legal, policy and institutional frameworks to address the drivers of biodiversity and ecosystem loss and poverty. Finally, the BLF will explore revenue generation options for government or communities linked to improved management of biodiversity and ecosystems, e.g. tourism fees, payments for environmental services schemes.

Improved practices of private sector to reduce drivers of biodiversity and ecosystem loss, or to provide additional value for biodiversity and ecosystem retention (Output 5). The BLF will map value chains, supply chains and investment flows to understand the private sector actors that are influential in the Landscape (e.g. major purchasers of agricultural commodities, investors, etc.). Once relevant private sector actors are known, the BLF will identify opportunities to influence their behaviour for example by strengthening environmental, social and governance (ESG) policies and frameworks; building collective agreement over application of environmental standards such as zero-deforestation policies; or establishing public-private partnerships to address the drivers of biodiversity and ecosystem loss, such as roundtables or other collaborations. These measures will reduce the negative impacts of private sector investments in the Landscape. However, to encourage retention of biodiversity and ecosystems there is a need to also facilitate or support private sector led investments that generate a return from intact ecosystems, e.g. conservation concessions, forest carbon projects, or ecotourism operations.

LEVEL 3 Developing long-term financing mechanisms and reforming financial incentives

Finally, the programme will leverage long-term financial resources for sustainable management of biodiversity and ecosystems and for local development (Output 6). Successful initiatives are often far too dependent upon donor finance. Consequently, the BLF will build consideration of long-term financing into the programme design, and to begin work on potential opportunities from Year 1, to ensure results are sustained beyond the BLF investments.

The Authority's BLF team, the Fund Manager, FCDO posts and delivery partners will work to:

Overcome traditional boundaries among development, conservation and climate programmes: ensuring that the interdependencies between these fields are understood by delivery partners to maximise the likelihoods of "triple wins".

Secure commitment from host governments: the buy-in and support of national, regional and local host governments to the aims and objectives of the programme, as well as its interventions will be critical to its ability to work effectively in country, and to facilitating transborder cooperation. Government commitment will also be core to the long-term sustainability of interventions and approaches, including the likelihood of ongoing financing. We will engage with host governments

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prior to commencing activity to formalise this support, and delivery partners will be required to demonstrate the support of national/local authorities.

Involve communities in relevant Landscape level indicators: The Political Economic and Technical Analysis will identify potential barriers to community participation, relating to incentives, organisational culture and power relations, and how the fund can overcome them. We will ensure the views of marginalised groups are included in this process. Learning from the community will be a focus of the Landscape-level logframes, to understand who benefits from ecosystem services, and how. Community participatory methodologies will be used in the design and implementation stages and to capture progress through indicators disaggregated by gender, ethnicity, disability etc. The Independent Evaluator will engage with wide stakeholder groups, allowing contribution to annual assessments on projects' applicability to the priorities of target groups, recipients and other actors. An example Landscape-level indicator would be "Evidence of effective mechanisms for removing barriers to decision making for target beneficiaries (including women, girls, ethnic and marginalised groups including people with disabilities) within the community".

Learn in real time: the BLF will monitor and analyse projects and approaches throughout the programme lifetime in order to build on what is shown to be working, and adapt or halt what is not proving successful.

The following **assumptions** have been made:

1. Host governments are supportive of the proposed interventions over the life of the programme.
2. Opportunities to improve livelihoods/reduce poverty consistent with biodiversity conservation goals exist within the Landscapes. This assumes that opportunities for market-based mechanisms (PES, carbon, ecotourism, value-added agricultural products, etc.) to generate improved long-term incomes and support biodiversity conservation efforts exist but remain untapped, and that private sector actors are interested in these opportunities.
3. Local people see the benefits from interventions, are motivated to participate and change their behaviours and that viable livelihood/development opportunities exist.
4. Private sector actors are motivated to adopt and apply policies that reduce drivers of biodiversity and ecosystem loss and local poverty (improved environmental safeguards, zero deforestation policies, improved prices), and are interested to invest in new models of site management that reward biodiversity and ecosystem retention.

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Annex 2: Programme Level Logical Framework (Logframe)

Table 8 Impact & Outcomes

PROGRAMME TITLE		Biodiverse Landscapes Fund				
IMPACT	Impact Indicator 1		Baseline	Milestone 1	Milestone 2	Target (date)
To reduce poverty and create sustainable economic development for communities living in, and dependent upon, environmentally-critical landscapes through delivering lasting landscape protection, sustainable management and restoration, safeguarding biodiversity, maintaining and improving ecosystem quality	Likelihood that the intervention will achieve transformational change (ICF KPI 15)	Planned	Independent evaluation to assess contribution of fund to transformational change and define: <ul style="list-style-type: none"> • what successful transformation looks like for the programme/portfolio (including its Theory of Change); • the key stakeholders involved; • which of the TC criteria are relevant to report against; and • the programme/portfolio-specific indicators. 	Yr. 3 - Some early evidence suggests Transformational Change judged likely	Yr. 5 - Tentative evidence of change – Transformational Change judged likely	By end of year 7 from the programme start - Clear evidence of change
		Achieved				
		Source				
			ICF methodology: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/813600/KPI-15-extent-ICF-intervention-lead-transformational-change.pdf			

Note: the following indicators are long-term indicators which align to the programme ToCs and high-level strategic direction of the programme. KPIs are in bold.

OUTCOME 1* - PEOPLE	Outcome Indicator 1.1		Baseline	Milestone 1	Milestone 2	Target (date)	Assumptions
To develop economic opportunities through investment in nature in support of climate adaptation and resilience and poverty reduction.	Number of people / villages with improved land or natural resource management rights	Planned	0: only measure improvement directly related to the work of the programme	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	Opportunities to improve livelihoods/reduce poverty consistent with biodiversity conservation goals exist within the landscapes. This assumes that opportunities for market-based mechanisms (PES, carbon, ecotourism, value-added agricultural products etc.) to generate improved long-term incomes and support biodiversity conservation
		Achieved					
	Source						
			Household surveys / natural resource mapping during programme monitoring. Data should be disaggregated (gender, ethnicity, disability).				
	Outcome Indicator 1.2		Baseline	Milestone 1	Milestone 2	Target (date)	
	Number of people or villages with improved incomes or other direct benefits as a consequence of local businesses that are linked to sustainable management of natural	Planned	On average 44% of the population in the landscapes are below the national poverty line. MPI calculations to be estimated based on representative sample across landscapes	By year 2 programme benefits will have been available across XX% of target beneficiaries.	By year 4 programme benefits will have been available across YY% of target beneficiaries.	by year 6 programme benefits will have been available across ZZ% of target beneficiaries.	

resources (e.g., tourism, value-added agriculture or timber or fish products, etc.)	Achieved						
		Source(s)					
		Using the latest national poverty assessments to determine headcount number of persons below the poverty line for regions within the landscape boundaries. The reach of beneficiaries (those in severe poverty) will be targeted during the inception stage. Independent evaluation will investigate through household surveys the reach of the programme to the target beneficiaries and what impact the programme has had on the general wellbeing and poverty dynamics. Data should be disaggregated (gender, ethnicity, disability).					
Outcome Indicator 1.3		Baseline	Milestone 1	Milestone 2	Target (date)		
Volume of finance (public or private) leveraged by the programme intervention for improved biodiversity and ecosystem management or local development	Planned	£0	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception. Expected range of 1-5x leverage ratio depending mechanisms and associated risks within landscapes.		
	Achieved						
		Source(s)					
		Leveraging private investment through public sector climate finance indicates that on average we can expect an estimated leverage ratio of 2-5x. However, this is an estimate as the different tools have different applications to different types of investors, projects and country contexts of which we will have more information through the development of LDP bids, PETA, and during mobilisation phase of the programme. Data will be collected through programme monitoring (e.g., external finance mobilised for deals agreed through the programme). Data should be disaggregated (gender, ethnicity, disability). https://www.odi.org/sites/odi.org.uk/files/odi-assets/publications-opinion-files/7082.pdf .					
OUTCOME 2* - NATURE	Outcome Indicator 2.1		Baseline	Milestone 1	Milestone 2	Target (date)	Assumptions
To slow, halt or reverse biodiversity loss in 6 globally significant regions for biodiversity	Presence of globally threatened target species in the landscape	Planned	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	Host governments a supportive of the proposed intervention over the life of the programme.
		Achieved					
		Source					
		The IUCN Red List see: https://www.iucnredlist.org and supported with /KBA reports (Key Biodiversity Areas: http://www.keybiodiversityareas.org/sites/search) indicate key species that are threatened. Focusing on Critically Endangered (CR) and Endangered (EN) species only across the six landscapes. This should inform which habitats and species to target within outcome 2.2.					
	Outcome Indicator 2.2		Baseline	Milestone 1	Milestone 2	Target (date)	
Abundance or rates of occurrence of globally threatened species / key populations and / or indicator species	Planned	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception		
	Achieved						
		Source					

efforts exist but remain untapped, and that private sector actors interested in these opportunities.

Local people see the benefits from interventions, are motivated to participate and change their behaviours and that viable livelihood/development opportunities exist.

Beneficial changes ecosystem will be captured during the length of the programme.

		Data rich species will be targeted (elephants, etc.) and / or the use of indicator species and populations to assess changes in occurrence or abundance. Landscape-level population assessments of target species will be gathered during the inception stage from existing data and monitored periodically throughout the programme.					
Outcome Indicator 2.3		Baseline	Milestone 1	Milestone 2	Target (date)		
Change in ecosystem integrity, accounting for habitat loss, degradation and fragmentation.	Planned	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception		
	Achieved						
	Source						
The Forest Landscape Integrity Index (https://www.forestlandscapeintegrity.com/). see https://doi.org/10.1038/s41467-020-19493-3) model will be adapted for application across a range of biomes (not just forests). This data could also be combined with the Global Forest Watch https://www.globalforestwatch.org/ . This will need to be supplemented by programme monitoring. https://www.cbd.int/api/v2013/documents/EF052A4A-8751-AB04-8208-F2CBDA387E24/attachments/WCS-2.pdf							
Outcome Indicator 2.4		Baseline	Milestone 1	Milestone 2	Target (date)		
Change in area and connectivity of new or existing protected areas / key biodiversity areas that is under improved management for biodiversity and natural resources, by governments, private sector or local communities, disaggregated by ecosystem type	Planned	Baselines available from World Database on Protected Areas	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception		
	Achieved						
	Source						
WDPA world database on protected area and Key Biodiversity Areas: http://www.keybiodiversityareas.org/sites/search . Allocation of land and connectivity will be assessed through local records, gazettelements and maps, with use of geospatial technology. Data collected by implementing partner(s) and third parties/NGOs in each landscape to feed into this programme level indicator.							
OUTCOME 3* - CLIMATE	Outcome Indicator 3.1		Baseline	Milestone 1	Milestone 2	Target (date)	Assumptions
To reduce greenhouse gas emissions and safeguard natural carbon sinks through improved management and governance of land, ecosystems and natural resources, inside protected areas and across broader interconnected landscapes	Planned		Estimated 10.14mha of forest loss across the six landscapes (2001-2019)	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	Governments and private sector actors are motivated to adopt and apply policies that reduce drivers of biodiversity ecosystem loss and poverty (improved environmental safeguards, zero deforestation policies, improved prices), and
	Achieved						
	Source						
Using landscape community and satellite based data to monitor forests and infer deforestation rates from programme inception. Use of the data portal Global Forest Watch. Baseline estimate derived from landscape specific geospatial analysis.							
Outcome Indicator 3.2		Baseline	Milestone 1	Milestone 2	Target (date)		

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ICF KPI 6: GHG emissions reduced or avoided as a result of intervention // or ICF KPI 8: Deforestation avoided	Planned	To be determined by the evaluators	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	interested to invest new models of site management that re biodiversity and ecosystem retention
	Achieved					
	Source Individual project data on estimated lifetime emission savings, derived from activity data including land use data in the case of forest projects, fuel savings data (where applicable) and emission factors. UN Environment Programme (UNEP) report warns that unless global greenhouse gas emissions fall by 7.6 per cent each year between 2020 and 2030, the world will miss the opportunity to get on track towards the 1.5°C temperature goal of the Paris Agreement. http://www.globalcarbonatlas.org/en/CO2-emissions .					
Outcome Indicator 3.3		Baseline	Milestone 1	Milestone 2	Target (date)	
ICF KPI 17: Hectares of land that have received sustainable land management practices as a result of ICF	Planned	To be determined by the evaluators	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	
	Achieved					
	Source Individual project data on estimated lifetime emission savings, derived from activity data including land use data in the case of forest projects, fuel savings data (where applicable) and emission factors.					

Table 9 Indicative Outputs

Note: the following indicators are indicative and will be refined once political, economic and technical analysis is carried out within the selected landscapes, and projects are under inception. Each landscape will report to the indicators that are only applicable to their landscape (to be refined within landscape level logframes).							
INDICATIVE OUTPUT 1	Indicative Output Indicator 1.1		Baseline	Milestone 1	Milestone 2	Target (date)	Assumptions
Improve management of existing protected areas, and creation of new protected areas that are ecologically representative of priority habitats for biodiversity	Change in protected area management effectiveness	Planned	To be determined by the evaluators	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	
		Achieved					
		Source Management Effectiveness Tracking Tool (METT) or another Protected Areas Management Effectiveness tool. To be developed during inception and updated at a minimum rate of once every 2 years.					
	Indicative Output Indicator 1.2		Baseline	Milestone 1	Milestone 2	Target (date)	
	Number of illegal incidences (wildlife/logging/deforestation/fishing) per km-square surveyed during patrols	Planned	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	
		Achieved					
Source							

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		UNODC WISE Database has data but additional programme monitoring data might be useful., https://cites.org/sites/default/files/eng/prog/iccwc/ICCWC-Ind-FW-ASSESSMENT-GUIDELINES-FINAL.pdf Data collected by government agencies, implementing partner(s) and third parties/NGOs in each landscape during the course of the projects, e.g., using https://smartconservationtools.org/ . Baseline levels to be determined during inception and updated regularly.				
IMPACT WEIGHTING (%)	Indicative Output Indicator 1.3		Baseline	Milestone 1	Milestone 2	Target (date)
	Number of cases of illegal wildlife trade detected, arrested and prosecuted	Planned	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception
		Achieved				
Source						
Data collected by implementing partner(s) and third parties/NGOs in each landscape during the course of the projects.						
INDICATIVE OUTPUT 2	Indicative Output Indicator 2.1		Baseline	Milestone 1	Milestone 2	Target (date)
Improved site-based management and governance of natural resources by communities, private sector and government	Change in areas of importance for ecological processes that are under improved management for biodiversity and natural resources, by governments, private sector or local communities, disaggregated by ecosystem type	Planned	No baseline available	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception
		Achieved				
		Source				
Data collected by implementing partner(s) and third parties/NGOs in each landscape during the course of the projects. Key Biodiversity Areas: http://www.keybiodiversityareas.org/sites/search Protected Area and OECM Coverage: http://www.ProtectedPlanet.net and http://dx.doi.org/10.1787/5fa661ce-en Allocation of land for sustainable natural resource management: local records, gazettements and maps.						
IMPACT WEIGHTING (%)	Indicative Output Indicator 2.2		Baseline	Milestone 1	Milestone 2	Target (date)
	Number of stakeholders (inc. communities and private sector) trained in improved site-based management activities	Planned	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception
		Achieved				
Source						
Data collected by implementing partner(s) and third parties/NGOs in each landscape during the course of the projects. Data should be disaggregated (gender, ethnicity, disability).						
IMPACT WEIGHTING (%)	Indicative Output Indicator 2.3		Baseline	Milestone 1	Milestone 2	Target (date)
	Number of stakeholders (inc. government, communities and private sector) engaged in improved site-based management activities	Planned	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception
		Achieved				
Source						

Assumptions

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		Data collected by implementing partner(s) and third parties/NGOs in each landscape during the course of the projects. Data should be disaggregated (gender, ethnicity, disability).						
INDICATIVE OUTPUT 3	Indicative Output Indicator 3.1		Baseline	Milestone 1	Milestone 2	Target (date)	Assumptions	
Development of sustainable livelihoods and economic development pathways that are consistent with, and linked to, maintaining biodiversity and ecosystems	Number of people with improved awareness of their rights to land and natural resources	Planned	To be determined by the evaluators	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception		
		Achieved						
		Source						
		Data collected by implementing partner(s) and third parties/NGOs in each landscape during the course of the projects. Data should be disaggregated (gender, ethnicity, disability).						
		Indicative Output Indicator 3.2		Baseline	Milestone 1	Milestone 2	Target (date)	
	Number of people trained in new or improved livelihood strategies and techniques	Planned	To be determined by the evaluators	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	
		Achieved						
		Source						
		Data collected by implementing partner(s) and third parties/NGOs in each landscape during the course of the projects. Data should be disaggregated (gender, ethnicity, disability).						
	IMPACT WEIGHTING (%)	Indicative Output Indicator 3.3		Baseline	Milestone 1	Milestone 2	Target (date)	
	Number of local businesses established or strengthened	Planned	To be determined by the evaluators	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception		
		Achieved						
		Source						
		Data collected by implementing partner(s) and third parties/NGOs in each landscape during the course of the projects. Data should be disaggregated (gender, ethnicity, disability).						
INDICATIVE OUTPUT 4	Indicative Output Indicator 4.1		Baseline	Milestone 1	Milestone 2	Target (date)	Assumptions	
Improved governance of land and natural resources across the landscape, including integration of biodiversity into decision making.	Number of policymakers and decision-makers from government or non-government institutions trained or with an improved awareness in biodiversity priorities	Planned	To be determined by the evaluators	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception		
		Achieved						
		Source						
		Data collected by implementing partner(s) and third parties/NGOs in each landscape during the course of the projects. Data should be disaggregated (gender, ethnicity, disability).						
		Indicative Output Indicator 4.2		Baseline	Milestone 1	Milestone 2	Target (date)	
	Number of governance arrangements, laws, policies, regulations changed by the programme to enhance biodiversity protection or sustainable use	Planned	To be determined by the evaluators	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	
		Achieved						
		Source						
		Data collected by implementing partner(s) and third parties/NGOs in each landscape during the course of the projects. Data should be disaggregated (gender, ethnicity, disability).						

		Data collected by implementing partner(s) and third parties/NGOs in each landscape during the course of the projects.					
IMPACT WEIGHTING (%)	Indicative Output Indicator 4.3		Baseline	Milestone 1	Milestone 2	Target (date)	
	Number of spatial land-use plans or development plans that incorporate biodiversity and ecosystem priorities	Planned	To be determined by the evaluators	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	
		Achieved					
		Source					
		Data collected by implementing partner(s) and third parties/NGOs in each landscape during the course of the projects.					
INDICATIVE OUTPUT 5	Indicative Output Indicator 5.1		Baseline	Milestone 1	Milestone 2	Target (date)	Assumptions
Improve practices by private sector to reduce drivers of biodiversity and ecosystem loss, or provide additional value to biodiversity and ecosystem retention	Number of private sector companies with improved policies or practices designed to reduce drivers of biodiversity and ecosystem loss	Planned	To be determined by the evaluators	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	
		Achieved					
		Source					
		Data collected by implementing partner(s) and third parties/NGOs in each landscape during the course of the projects.					
IMPACT WEIGHTING (%)							
INDICATIVE OUTPUT 6	Indicative Output Indicator 6.1		Baseline	Milestone 1	Milestone 2	Target (date)	Assumptions
Long-term financial resources leveraged for sustainable management of biodiversity and ecosystems and for local development	Number of long-term financing systems established or strengthened	Planned	To be determined by the evaluators	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	
		Achieved					
		Source					
		Data collected by implementing partner(s) and third parties/NGOs in each landscape during the course of the projects.					
IMPACT WEIGHTING (%)							
INDICATIVE S-T OUTPUT 7	Indicative Output Indicator 7.1		Baseline	Milestone 1	Milestone 2	Target (date)	Assumptions
Create opportunities for women and marginalised groups, who might otherwise be excluded from decision-making or livelihood opportunities	Number of effective mechanisms for removing barriers to decision making for target beneficiaries (including women, girls, ethnic and marginalised groups including people with disabilities) within the community.	Planned	To be determined by the evaluators	To be determined by the evaluators during inception	To be determined by the evaluators during inception	To be determined by the evaluators during inception	
		Achieved					
		Source					

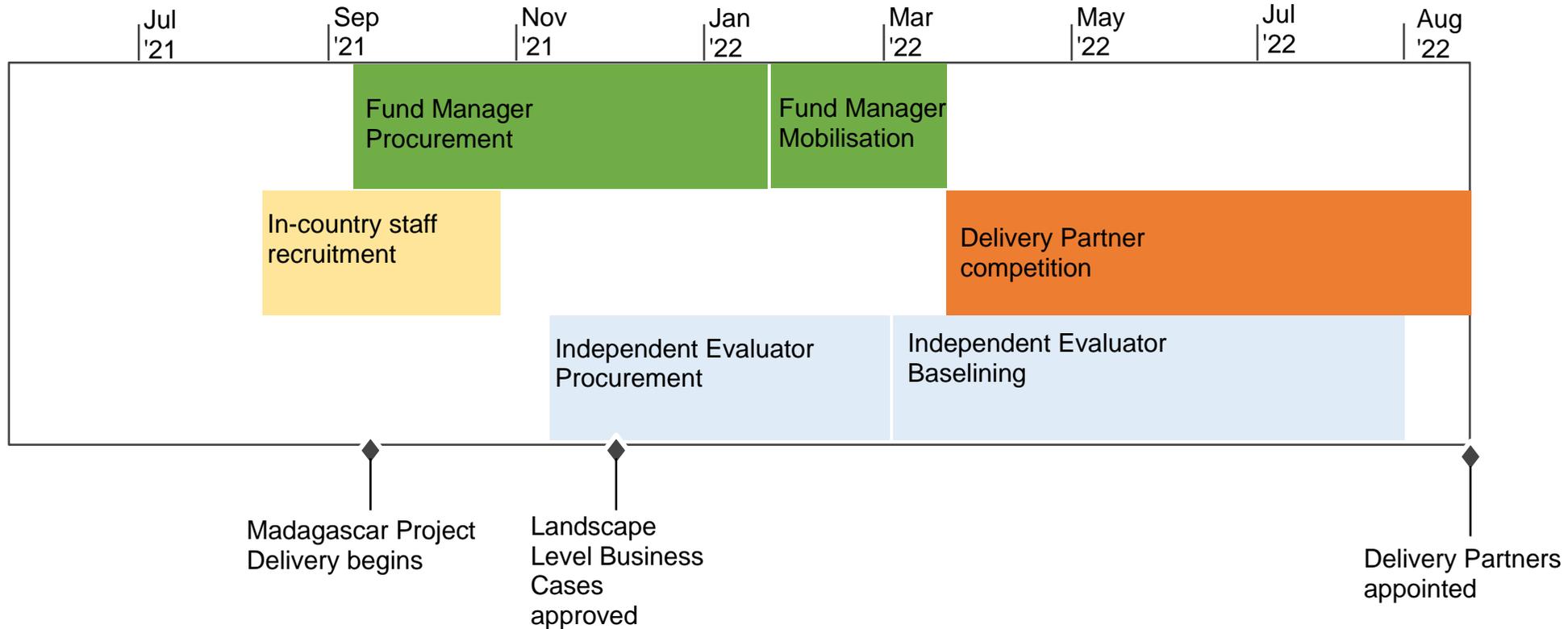
IMPACT WEIGHTING (%)

The inclusiveness index: [haasinstitute.berkeley.edu/inclusiveness index](https://haasinstitute.berkeley.edu/inclusiveness-index). Data collected by implementing partner(s) and third parties/NGOs in each landscape during the course of the projects.

*** These outputs and associated indicators are equally weighed indicative and subject to refinement.**

Annex 3: Indicative Timetable

The below timeline is indicative and runs up until the point at which Delivery Partners in each Landscape have signed grant agreements with the Contractor.



Annex 4: Delivery Chain Mapping and Delivery Chain Risk Mapping

Contents

1. Delivery Chain Mapping

- 1.1. What is delivery chain mapping?
- 1.2. Why is it important for the Authority better understand our delivery chains?
- 1.3. Is delivery chain mapping mandatory for all of the Authority's programmes?
- 1.4. How far down the chain needs to be mapped?
- 1.5. When should delivery chain mapping be conducted?
- 1.6. How often should the delivery chain map be reviewed/updated?
- 1.7. What does the Authority's delivery chain tool look like?

2. Delivery Chain Risk Mapping

- 2.1. What is delivery chain risk mapping and how does this differ to delivery chain mapping?
- 2.2. What is the purpose of delivery chain risk mapping and why is it important?
- 2.3. What are the benefits of delivery chain risk mapping?
- 2.4. Who is responsible for undertaking delivery chain risk mapping?
- 2.5. How should delivery chain risk mapping be conducted?
- 2.6. What does a good delivery chain risk map look like?
- 2.7. How often should delivery chain risk mapping be reviewed/updated?

1. Delivery Chain Mapping

1.1 What is delivery chain mapping?

Delivery chain mapping is a process that identifies and captures usually in visual form, the names of all partners involved in delivering a specific good, service or change, down to the end beneficiary.

1.2 Why is it important for the Authority to understand our delivery chains?

It is part of good risk management. And inevitably from time to time problems arise with programmes or partners, and/or public scrutiny homes in on a particular organisation. By understanding our delivery chains, the Authority is able to maintain a comprehensive view of all partners receiving the Authority's funding so reducing the amount of ad hoc requests we have to make to our teams and implementing partners.

1.3. Is delivery chain mapping mandatory for all the Authority's programmes?

Yes, since 1st April 2017 (Smart Rules 17 and 25) delivery chain mapping is mandatory for all the of Authority programmes with the exception of core funding to multilateral agencies.

1.4. How far down the chain needs to be mapped?

A delivery chain must, where possible, identify all partners involved in the delivery of a programme.

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The focus must be organisations with which the Authority's implementing partners (i.e. signatories of a funding arrangement with the Authority) have formal funding arrangements involving the Authority's funding, right down to the partners responsible for providing goods or services to the end beneficiaries. As a minimum, we would expect partners to provide the names of their **tier 1 partners** (e.g. organisation to which they provide direct funding) and where possible the names of partners at lower tiers. The Authority will review progress on this later in the year.

1.5. When must delivery chain mapping be conducted?

Delivery chain mapping is a key component of the Authority's Due Diligence requirements, which assesses a potential delivery partner's capacity and capability to deliver our programme and manage UK taxpayer's funds. The delivery chain is assessed as part of pillar four of the Due Diligence Framework, Downstream Activity.

The Authority's Grant template, as set out in Annex 19, includes specific requirements for all implementing partners linked to delivery chain mapping and delivery chain risk mapping).

The Authority's competitive tendering process also includes a requirement within the standard Terms and Conditions which requires all commercial Contractors to provide visibility of the flow of the Authority's monies via a Delivery Chain Map with a requirement to update and report throughout the intervention.

1.6. How often must the delivery chain map be reviewed / updated?

Partners are required to maintain an up to date and accurate record of their delivery chain, detailing all downstream partners in receipt of the Authority's funds

1.7 What does the Authority's delivery chain look like?

The chain simply lists the names of partners in the delivery chain. 2. Delivery Chain Risk Mapping

2.1 What is delivery chain risk mapping and how does it differ to delivery chain mapping?

Delivery chain **risk** mapping is about understanding, capturing and managing the risks to the successful delivery of a programme, in relation to downstream delivery partners. Delivery chain risk mapping is a visual depiction that builds on the delivery chain map. It provides more information about the formal relationships, flow of funds from the initial source and the potential risks and controls, down to the end beneficiaries.

2.2. What is the purpose of delivery chain risk mapping and why is it important?

Long and complex delivery chains often mean less visibility and less control and a higher chance of things going wrong. In order to maximise the impact of the Authority's funding it is important that both the Authority and our implementing partners understand and are aware of the key risks and who is responsible for the management of such risks. It is important to ensure that everyone within the delivery chain understands the risks that exist and their interdependencies.

Delivery chain risk mapping also enables more focused discussions both within the Authority and with implementing partners about risk identification, risk management, risk escalating and risk reporting.

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2.3. Why is delivery chain risk mapping important?

Delivery chain risk mapping is an important tool for both the Authority and our implementing partners as it can help identify, highlight or prompt further thinking about areas such as:

- Funds being distributed to each downstream partner.
- Possible capacity issues with regards to downstream delivery partners (e.g. a partner's capacity to manage a large number downstream / indirect partners).
- Vulnerable links or gaps where there is limited information about a downstream delivery partner.
- Risks involved at each stage in the delivery chain, mitigating measures and associated controls.
- Where risk management is transferred or where there may be opportunities to transfer risk management and where accountability sits for the management of such risks.
- Administrative costs incurred throughout the delivery chain.

Ultimately, by better understanding the risks we are able to have more open and honest dialogue about risk management and deal more efficiently with any risks that may materialise.

2.4. Who is responsible for undertaking delivery chain risk mapping?

Lead Delivery Partners are responsible for mapping the complete delivery chain. Once the initial mapping is complete this will form the basis for a discussion with the Contractor to identify the key risks and management of such risks.

As part of this exercise it is important to ensure Lead Delivery Partners are clear about the Authority's expectations in relation to risk management, and how the Authority expects Due Diligence to be cascaded down the chain.

2.5. How should delivery chain risk mapping be conducted?

Delivery chain risk mapping builds on the delivery chain map, usually in a visual format, which captures details of:

- The name of all downstream delivery partners and their functions.
- Funding distributed to each delivery partner.
- High level risks involved in programme delivery, mitigating measures and associated controls.

Delivery chain risk mapping must also identify to the extent possible both the fiduciary and other risks associated with the management of the Authority's funds down the chain. This must include consideration of potential fraud, bribery, or terrorism financing.

2.6. What does a good delivery chain risk map look like?

A good delivery chain risk map will:

- Provide a clear understanding of all delivery partners involved in the delivery of a programme and the relationships between them.
- Identify key delivery risks, mitigating measures and associated controls throughout the delivery chain.

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- Help ensure suitable risk management throughout the delivery chain.

2.7. How often must delivery chain risk maps be reviewed / updated?

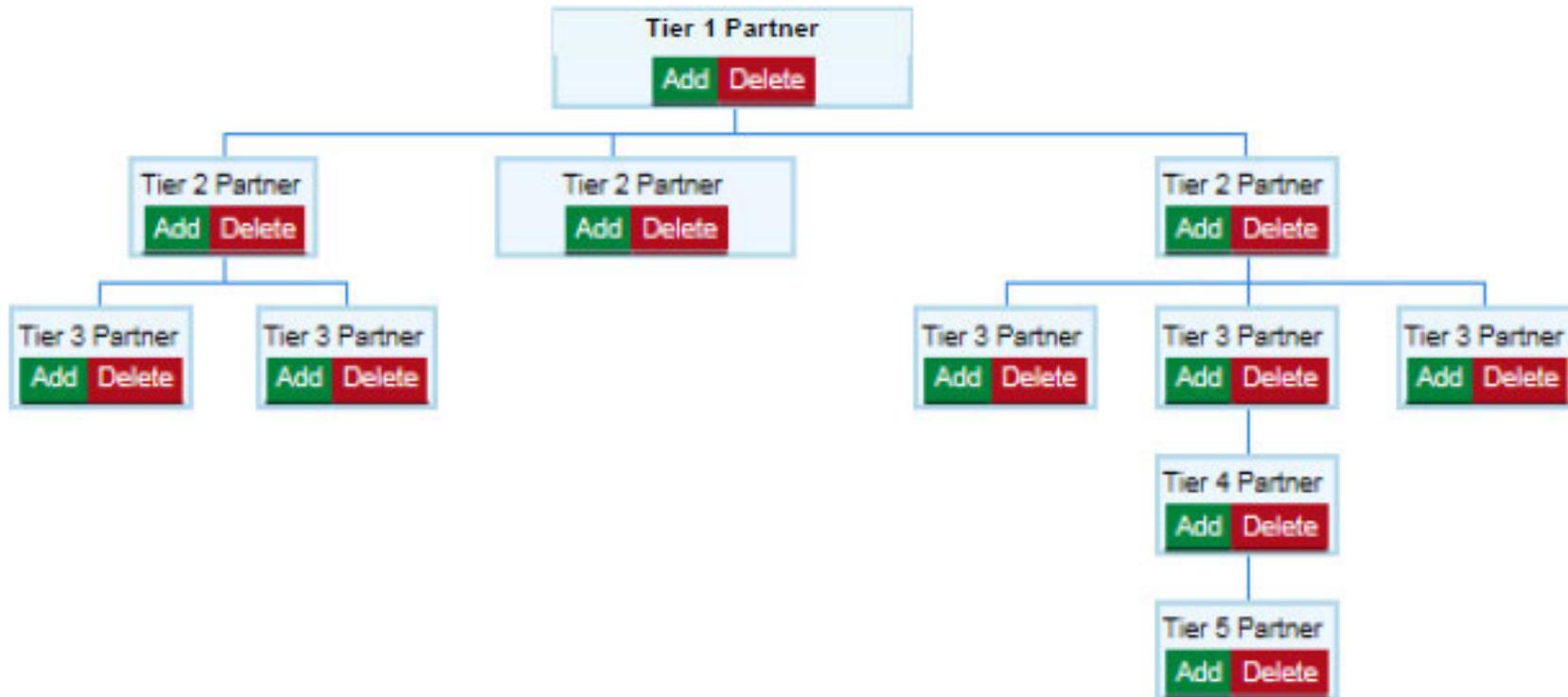
Delivery chain risk mapping remains important throughout the programme lifecycle. The map will be a live document which will support programme management and monitoring, helping all those involved in programme delivery remain alert to new and emerging risks.

Risk maps must be reviewed and updated periodically, in line with agreed programme monitoring processes and procedures e.g. during quarterly progress meetings. Any material changes to either the programme risk assessment or delivery chain must be recorded as soon as possible. It is the responsibility of the Fund Manager to notify the Authority's programme of any changes to risk within the delivery chain.

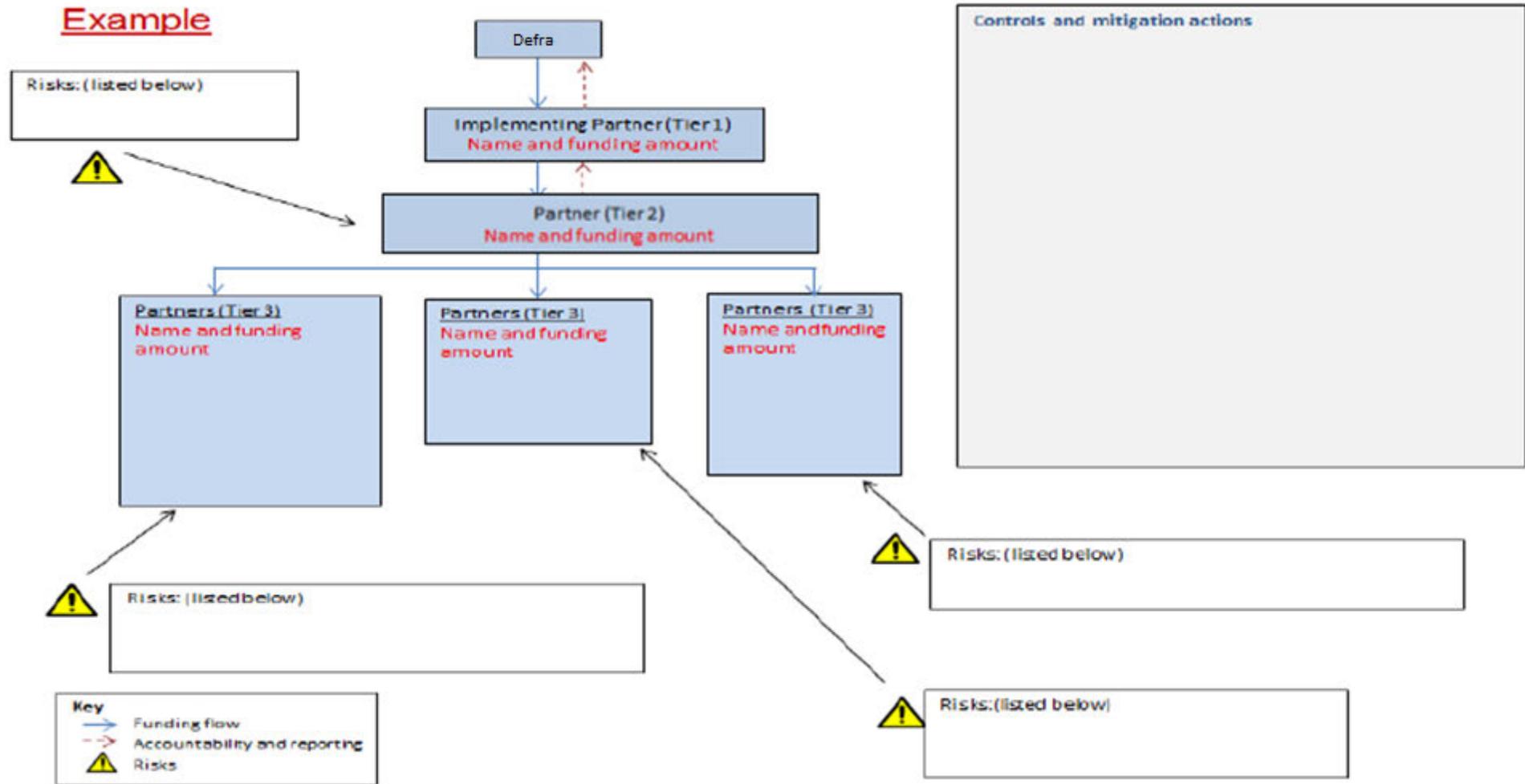
Example of an Acceptable Delivery Chain Map tool:

Delivery Chain Map

You can add partners from the chart

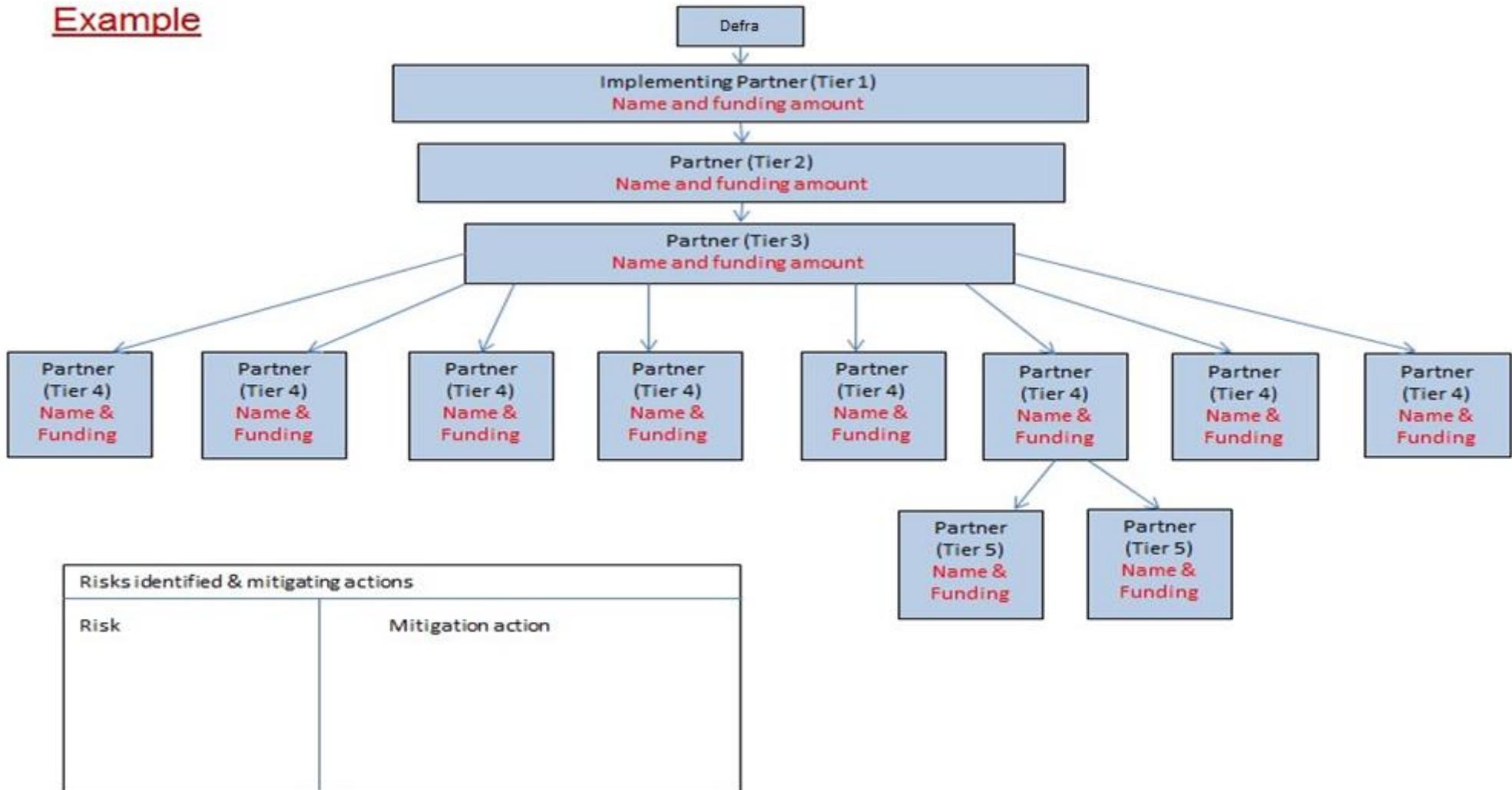


Example of an acceptable format of a delivery chain risk map:



1.24. Example of an acceptable format of a deliver chain risk map

Example



Annex 5: Due Diligence Assessments – Delivery Partner Review (DPR)

1. BACKGROUND

A Delivery Partner Review (“**DPR**”) is an essential component of the due diligence undertaken on new Lead Delivery Partners for projects funded by the Authority. A DPR seeks to inform the decision regarding a prospective Lead Delivery Partner’s suitability to receive grant funding from the Authority. A DPR will assess the appropriateness of the organisation, their expected effectiveness, the risk of failure to deliver and, if necessary, mitigating actions that can be taken.

A DPR considers the management structures, policies, and procedures of a prospective Lead Delivery Partner to ensure that prospective Leader Delivery Partner can facilitate effective, efficient and appropriate delivery of the activities and objectives of the project.

In cases where a Lead Delivery Partner fails to reach the requirement standards, the Authority may either postpone issuing a Grant Agreement whilst the organisation works to meet the minimum standards or withdraw an offer of grant funding.

2. TYPES OF DPRs

The Authority makes use of two types of DPRs:

1. Full DPR

This is used when a Lead Delivery Partner does not have a Valid and Existing DPR from the Authority or another UK Government Department.

A DPR is considered to be a Valid and Existing DPR where a DPR has been conducted in the last 3 (THREE) years and is related a comparable aid intervention. The Authority will determine if a DPR is a Valid and Existing DPR.

In such cases a comprehensive DPR covering all of the five pillars of section 3 of this Annex is required.

2. Light Touch DPR

This is used when a Lead Delivery Partner has a Valid and Existing DPR.

In such cases a lighter touch DPR covering some of the five pillars of section 3 of this Annex is required. The Authority will determine which pillars will be assessed, and in what detail, based on information from the scope of the due diligence conducted for previous UK government ODA funding and the scope of projects the Lead Delivery Partner has conducted before.

3. PROCESS

Following selection of a preferred Lead Delivery Partner following the delivery partner competition the Authority will determine whether a full or light touch DPR is carried out.

The Authority will meet the cost of DPRs on an actual cost incurred basis. It is the responsibility of each Lead Delivery Partner to ensure due diligence is conducted and evidenced on its consortium members.

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The Contractor will undertake DPRs on Lead Delivery Partners covering some or all of the assessment pillars in section 4 below, as determined by the Authority. Assessment of these pillars must be appropriate and proportionate to the size and level of risk of the Lead Delivery Partner's project proposal and to the specific context where the Lead Delivery Partner operates. Assessment of Lead Delivery Partner's downstream due diligence processes must also take this approach, recognising that operational standards and management strategies are context specific.

The Contractor will produce a DPR report to be sent to the Authority which will include all detailed findings covering each of the assessment pillars in section 4 such that the Authority is able to determine whether Lead Delivery Partners have met the required standards for each pillar, and potentially to identify which areas require further action to meet the required standard. The Contractor will include in the DPR report their own assessment of the strengths and weaknesses of the Lead Delivery Partner for each pillar, but it is for the Authority to decide whether the Lead Delivery Partner has met the required standards and which areas require further action to meet the required standards.

Only Lead Delivery Partners that have either of the following will be awarded a grant:

- A. Fully met the standards expected with no recommendations; or
- B. Fully met the required standards expected subject to recommendations being accepted and a plan being in place to action within a reasonable timeframe, including after the grant agreement is signed.

In both cases, the Authority shall determine if a Lead Delivery Partner is awarded a Grant Agreement following completion of the DPR. In particular, the Authority may decide to postpone issuing a Grant Agreement if a preferred Lead Delivery Partners fail to meet the Authority's minimum standards.

The DPR process should be conducted in a participatory and collaborative manner with the Lead Delivery Partner. The Lead Delivery Partner should be given the opportunity to review and respond to the DPR report before it is finalised. Where areas requiring additional action to meet the required standards have been identified, the Lead Delivery Partner will produce their own plan to make the required changes, with guidance and support from the Authority and the Contractor.

4. ASSESSMENT PILLARS

A DPR consists of assessing all or some of the following five pillars. Table 10 below provides an overview of each pillar. The sub-sections following table 10 below provides further detail required what each pillar seeks to assess.

Table 10: DPR Pillars

Pillar	Title	Assessment Activity
1	Governance and Control	Assessment of responsibility, accountability, and structures in the organisation
2	Partner Deliverability	Assessment of capability and capacity to deliver
3	Financial Stability	Analysis of accounts, financial rigour, and viability

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4	Downstream Partners	Assessment of due diligence processes, contract management/monitoring, and processes for monitoring and dealing with fraud, bribery and corruption
5	Partnership Behaviour	Assessment of capacity to promote environmentally and socially responsible behaviours, including gender equality and safeguarding of vulnerable people

Annex 5 Section 3 Sub-Section A: Governance and Control

Corporate Governance encompasses a variety of measures and is the system by which organisations are directed and controlled therefore questions should be designed to gather assurance about the oversight structure and its effective operation.

Pillar 1 will address the following questions:

1. Review the CVs of senior staff – have any senior posts been vacant for more than six months? (this may represent a risk to strategic leadership of the organisation)
2. Is there an appropriate committee structure underpinning the Board (or equivalent)? Examples are audit, remuneration and nominations committees. How often do these committees meet?
3. Are minutes produced? Is there evidence of actions being followed through and are there any gaps or issues with the operation of these committees?
4. Is the Internal Audit Department (or equivalent function) operational and credible and what internal audit reports are available? Are findings agreed and acted upon?
5. Is there a Risk Management Policy? Is there evidence of its application – or at least evidence that the organisation is aware of the risks involved in the proposed activity and has plans to mitigate those risks?
6. Does the organisation employ an external auditor - are there annual reports?
7. Does the organisation have a legal department- how is compliance with laws and regulations ensured e.g. bribery act? E.g. anti-money laundering?
8. Are there formal policies on fraud, bribery and corruption? How are the policies communicated and shared across the organisation and its suppliers? How does the organisation ensure compliance?
9. Does the policy ensure that the Authority is advised of all potential fraud against their funds? Is there a zero-tolerance approach to fraud?
10. Does the organisation have a whistleblowing hotline? Is it widely and effectively communicated?
11. Is there an Ethics policy? Does it include – Conflict Of Interest, Gender, Human Rights Gifts and Hospitality policies?
12. How well established is the overall framework of internal control- how does the organisation ensure that its internal controls are designed and operating effectively?
13. Are mandatory controls specified? For example, segregation of duties - Is there evidence that these are being followed

Annex 5 Section 3 Sub-Section B: Partner Deliverability

In this pillar questions are designed to establish that the partner is able to deliver programmes of the type, size and complexity of the one being proposed.

Pillar 2 will address the following questions:

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1. Ability to work in the countries covered by this project.
2. Have they implemented similar projects/programmes before? Evidence of past performance could include annual reviews, third party information, and portfolio reviews.
3. What processes are in place to ensure that the organisation has the appropriate capacity and capability of staff?
4. If the organisation works with children (up to 18 years old) or vulnerable adults does it have adequate policies and procedures to keep children and vulnerable adults safe?
5. Are there any indications of unsatisfactory programme management?
6. What systems are in place to ensure regular monitoring and evaluation of the programme?
7. How are programme risk managed and monitored? (This was covered at a strategic level in Pillar One; here this focusses on risk management at an operational level).
8. How does the organisation detect and address programme management issues and deficiencies?
9. Are the expectations of the Lead Delivery Partner on how the programme will be delivered captured in downstream partner agreements?
10. How are funds controlled? Are delegated authority limits appropriate to the size of the organisation?
11. If the project will involve purchase of assets - are programme assets secure, is there an asset register, backed up by a disposals policy and regular reconciliations? Are spot checks carried out if downstream partners use programme assets (laptops, motor bike, mobile phones etc.)?
12. How is procurement controlled? What systems are in place to ensure effective means of ensuring procurement is operated with transparency and probity?
13. Do the delivery partners have the ability to access the intended beneficiaries, or negotiate that access where necessary? – This is particularly important for humanitarian projects.

Annex 5 Section 3 Sub-Section C: Financial Stability

It is fundamental that a Lead Delivery Partner has a robust financial system to support the efficient allocation of resources. Questions in this pillar are designed to establish assurance that sound financial controls are in place and are operating as designed.

Pillar 2 will address the following questions:

1. Are there any current identified risks to the financial sustainability of the organisation?
2. Where relevant, can the Authority and other funding sources be separately identified, monitored and reported?
3. How long will it take for funds to flow to beneficiaries and direct implementers – how is this function controlled and are there any potential delays?
4. How regularly is financial information produced for management? Are financial transactions captured and recorded consistently across the organisation?
5. Does the organisation have a history of spending within its budget (i.e. effective budgetary control?)
6. Is there evidence of effective budgetary control - are variance reports regularly completed? How are major variances dealt with i.e. to bring them back on budget?
7. Are exception reports regularly produced and acted upon?
8. Are the financial systems robust and proportionate to the size of the business?

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9. Are there external audit reports available- have there been any qualified reports and is there evidence of remedial action in place?
10. How does the organisation measure and achieve value for money (VFM)? Does it have a VFM strategy and what evidence is there that the organisation is pursuing VFM?

Annex 5 Section 3 Sub-Section D: Downstream Partners

In order to support implementing partners, the Authority must make clear its expectations about risk management and how due diligence should be cascaded further down the chain. The questions below will help seek the assurance required but they are neither exhaustive nor prescriptive and the context, risk factors and level of assurance required should always be factored in.

Pillar 4 will address the following questions:

1. Does the Lead Delivery Partner have robust and transparent systems for selecting and assessing implementing partners? Are these systems documented?
2. Is there a standard due diligence exercise which must be followed? Are the results held centrally? Does the Lead Delivery Partner maintain a tracker of all downstream partners used?
3. What processes does the Lead Delivery Partner have in place to monitor and manage the activities of implementing partners; including methods of responding to poor performance (This may include withholding funding and taking remedial action to improve performance of partners and/or of funded activities).
4. Does the Lead Delivery Partner maintain a central risk register including fraud risks and does it require downstream partners to maintain the same?
5. How does the Lead Delivery Partner map its delivery chain to understand the number and complexity of suppliers involved in the programme?
6. What evidence is there that the Lead Delivery Partner can clearly trace the flow of funds to beneficiaries - can all the funds transferred to recipient agencies be fully accounted for?
7. Does the Lead Delivery Partner have a risk management approach including e.g. how risks are assessed, managed, recorded and escalated and what monitoring takes place (e.g. spot checks and visits) throughout the delivery chain?
8. What reporting mechanisms are in place and does the Lead Delivery Partner have regular discussions with its downstream delivery partners about risk management to identify/escalate risks throughout the delivery chain?

Annex 5 Section 3 Sub-Section E: Partnership Behaviour

Pillar 5 is divided into six parts:

- A. Safeguarding
- B. Whistleblowing
- C. Human Resources
- D. Risk Management
- E. Code of Conduct
- F. Governance

Diagram 2 below provides an overview of the six areas of pillar 5.

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Each element of pillar 5 is essential to promote a safeguarding environment that protects all children and vulnerable adults. This enhanced due diligence approach reflects the assumption that all six areas are relevant and achievable for all organisations and sets a benchmark of minimum standards that of the Authority's partners, regardless of size or type, must aspire and work towards.

Not all of the sub-headings in each policy area will be applicable depending on the size of the preferred Lead Delivery Partner, its role and mandate and the programme it is setting out to deliver. A Lead Delivery Partner must be compliant in all six standard areas, on a risk-based approach.

The Authority also recognises that the standards may go beyond the policies and processes in place in smaller organisations. In those situations, Lead Delivery Partners will take a proportionate approach which is in accordance with the level of risk associated with the programme, in order to gain a level of assurance commensurate with those risks. They will also confirm whether adequate controls are in place to mitigate identified risks.

Diagram 2: overview of the six areas of pillar 5



Annex 5 Section 3 Sub-Section E Part A: Safeguarding

Safeguarding shapes the organisation's approach, practice and culture to ensuring a comprehensively safe environment for all people that the organisation engages with. Not all organisations may have an overarching/combined safeguarding policy, which is reasonable in the short term. If the organisation works with children or vulnerable adults or young people, they must have a child protection policy and/or a vulnerable adult's policy (or equivalent). If they do not work with children and/or vulnerable adults and do not have an overarching safeguarding policy then

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they must have bullying, sexual exploitation and harassment and abuse policies (or equivalent). These may be 'stand-alone' policies or part of the organisation's overall HR Manual. If they are UK based and are compliant with the Charity Governance Code:

www.charitygovernancecode.org/en/front-page

Pillar 5 Part A will address the following questions:

1. Does the Lead Delivery Partner have a safeguarding policy?
2. Does the policy include a statement of commitment to safeguarding, including a zero-tolerance statement on bullying, harassment and sexual exploitation and abuse?
3. Does the Lead Delivery Partner keep a detailed register of safeguarding issues raised and how they were dealt with? Does the Lead Delivery Partner treat historical allegations separately and differently from current disclosures?
4. Does Lead Delivery Partner's recruitment policy include a criminal background check on candidates? In particular, specifically where the programme would involve working with children or vulnerable adults.
5. Does the Lead Delivery Partner have clear investigation and disciplinary procedures to use when allegations and complaints are made and does the organisation have clear processes in place for when a disclosure is made?
6. Does the Lead Delivery Partner share their safeguarding policy with downstream partners?
7. Does the Lead Delivery Partner have a designated senior safeguarding officer who reports regularly to the senior leadership and Board?
8. Does the Lead Delivery Partner provide mandatory training on safeguarding to new trustees/staff/volunteers within a suitable and appropriate timeframe of them joining the organisation? Does the Lead Delivery Partner provide regular (mandatory refresher training on safeguarding to staff/volunteers?

Annex 5 Section 3 Sub-Section E Part B: Whistleblowing

Whistleblowing allows concerns to be raised and resolved at the appropriate level. This area is concerned with having a clear process that is widely understood and accessible to all staff, for dealing with concerns and a handling framework with identified owners of each step. The policy (which may not be referred to as whistleblowing but might be a complaints and/or concerns policy) should be explicit that there can be no reprisals for the whistle blower. There should also be a clear process to follow if the complaint / concern is being raised against an individual in the organisation who manages internal complaints or concerns.

Pillar 5 Part B will address the following questions:

1. Does the Lead Delivery Partner have a whistle-blowing policy which protects whistle blowers from reprisals and includes clear processes for dealing with concerns raised and by whom and the timelines involved?
2. Does the Lead Delivery Partner provide mandatory training on whistle-blowing to new trustees/staff/volunteers within a suitable and appropriate timeframe of them joining the organisation?

Annex 5 Section 3 Sub-Section E Part C: Human Resources

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Human Resources focuses on recruitment and vetting processes to support recruitment of the right people and on-going training and awareness for all staff and volunteers. Organisations should have an awareness of the level of safeguarding risk in each role. If the organisation uses interviews that are competency based, and if a job role is to work with children and or vulnerable adults, then the interview should address the requisite competencies needed. For all other roles that do not work directly with children, young people and vulnerable adults then there should be mandatory safeguarding and whistleblowing training as part of the induction. For all staff there should be regular refresher training on safeguarding and whistleblowing.

Pillar 5 Part C will address the following questions:

1. Does the Lead Delivery Partner's recruitment process consider and evidence the level of safeguarding risk in a job role? Does the Lead Delivery Partner have different levels of recruitment and security checks commensurate with safeguarding requirements of the role?
2. Does the Lead Delivery Partner's HR. policy depict a well-planned interview process? Do interviewers have the relevant experience and knowledge of current safeguarding practices?
3. If the role is for those working directly with vulnerable groups then does the HR policy include specific questions in the interview that draw out people's attitudes and values in relation to the protection of children and/or vulnerable adults?
4. Does the Lead Delivery Partner require up to two references including from previous employers or others who have knowledge of the candidate's experience and suitability to work with children? Does the HR policy require that background checks should be carried out for all prospective employees?
5. Does the Lead Delivery Partner make use of probationary periods of employment to ensure suitability once in post?

Annex 5 Section 3 Sub-Section E Part D: Risk Management

This area considers the risk management framework of the Lead Delivery Partner which sets out the approach to risk, the risk appetite to guide risk identification and the assessment of safeguarding risks, and promotes the use of risk registers for each programme. Risk management at the project level will include a risk register with clear mitigating actions and identifiable owners. Risks must be reviewed regularly. If the organisation is working with vulnerable people, safeguarding must be a separate risk category on the organisation's register or framework. There should also be clarity for escalation of safeguarding risks. The expectations of risk management for downstream partners should be made explicit in the risk policy or approach.

Pillar 5 Part D will address the following questions:

1. Does the Lead Delivery Partner have a risk management policy or framework capturing risk appetite and risk categories including safeguarding?
2. Does the Lead Delivery Partner share their risk management policy where it relates to safeguarding risks with downstream partners i.e. are downstream partners advised on escalation procedures around safeguarding issues?
3. Does the Lead Delivery Partner have risk registers for all programmes that feed into an overall organisational risk framework?
4. Is there regular senior oversight of the risk register?

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5. If applicable - are fundraising ideas and external communications risk assessed to ensure no harm is done by the activity? E.g. Fundraising is delivered in the context of safeguarding e.g. 'sponsorship'

Annex 5 Section 3 Sub-Section E Part E Code of Conduct

The Code of Conduct describes the ethics and behaviours required of all parties to ensure a robust safeguarding environment. It is designed to create a culture of best practice which all Lead Delivery Partners must adhere to. The Authority expect all Lead Delivery Partners to have their own internal robust code of conduct that clarifies the values, principles and the acceptable behaviours within the Lead Delivery Partners and which must influence and drive the Lead Delivery Partners culture.

Pillar 5 Part E will address the following questions:

1. Does the Lead Delivery Partners have in place a Code of Conduct for staff and volunteers that sets out clear expectations of behaviours -- inside and outside the workplace -- and what will happen in the event of non-compliance or breach of these standards?
2. Does the code of conduct prioritise the wellbeing and care of all people including beneficiaries?
3. Are all staff and volunteers provided with training on the code of conduct as part of their induction?
4. Are there policies and practices for the management of downstream partners and affiliates aligned to the Code of Conduct?

Annex 5 Section 3 Sub-Section E Part F: Governance

Governance and accountability standards create, foster and ensure safeguarding through requisite controls and oversight. They identify the responsibility of those who are custodians of the Lead Delivery Partners values ensuring people are put first. Corporate governance is the system by which organisations are directed and controlled including its oversight structure and its effective operation. It is intended to increase the accountability of an organisation; it is the way that the organisation polices itself. The organisational Board (be they trustees appointed or elected or shareholders) has ultimate responsibility for safeguarding and should always act in the best interests of the beneficiaries, staff and volunteers. The Board must not be unduly influenced by those who may have special interests and should always place the interests of the organisation before any personal interest. It is vital that it is independent in its safeguarding decision making. There must be a designated safeguarding officer at a Board level who is engaged with the senior leadership teams or management of the organisation. Engagement must be evidenced by regular reporting directly to the senior leaders and Board either through a standing agenda item in regular meetings or through the risk register update.

Pillar 5 Part F will address the following questions:

1. Does the governance structure reflect regular review of management of safeguarding issues internally and externally?
2. Does the Lead Delivery Partner have a designated safeguarding officer at a Board level who is responsible and accountable for safeguarding standards and reporting across the Lead Delivery Partner and also includes downstream partners approach to safeguarding?
3. Are beneficiaries actively involved in any of the governance structures of the Lead Delivery Partner and/or specifically within programmes which affect them and their communities?

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4. Does the Lead Delivery Partner's downstream partners have in place procedures to ensure safeguarding issues are escalated to the Board?

5. ASSESSMENT EVIDENCE/DOCUMENTATION

The Authority expects a variety of methods to be used to obtain information to undertake the assessment, for example but not limited to:

- A. Face to face interviews;
- B. Telephone interviews;
- C. Review of minutes of board meetings;
- D. Review of annual reports;
- E. Review of board strategy, policies and procedures, and Key Performance Indicators;
- F. Documenting an understanding of the ownership structure;
- G. Documenting an understanding of the sources of finance;
- H. Review of strategic plan and business plans including financial forecasts;
- I. Review of external audit reports and management letters for the previous two years;
- J. Review of internal auditor's reports;
- K. Review of previous programmes' evaluation reports;
- L. Review of Human Resources policies (e.g. training, performance management, disciplinary, and grievance procedures)
- M. Review of other applicable policies (e.g. partnership policy, procurement policies, risk management policy, anti-corruption and fraud policy, whistleblowing policy, safeguarding policy);
- N. Review of reports by regulators, quality assurance bodies or reports by the Government of the country that the prospective Lead Delivery Partner is based in;
- O. undertaking basic background checks on directors, forensic if required; and
- P. conducting an overall fraud and bribery assessment risk based upon geopolitical factors.

6. DPR CONTRACTOR

The Contractor, as part of administering the Lead Delivery Partner grant competitions is required to conduct DPRs on all Lead Delivery Partners.

The Contractor may deliver the DPRs in-house or via working with a specialist contractor appointed by the Authority. The Authority will appoint a specialist contractor in cases where the Authority has assessed the Contractor in house proposal not to be competitively priced.

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7. DPR INDICATIVE TIMELINE

The Contractor will make it best endeavours to complete all DPR within 12 weeks. The below table provides an indicative timeline of key milestones with regards to a full DPR. The below table is indicative and the Authority and the Contractor will agree specific methodologies for each DPR on a case by case basis.

Table 11: key Millstones for a full DPR.

Milestone	Description	Timeframe
1	Scoping - Introduction between the Authority, the Contractor's DPR team, proposed Grant Recipients	Within the first week of the DPR
2	Contractor's DPR team work with proposed Grant Recipients to gather necessary documentation for DPR	Within the first three weeks of the DPR.
3	Detailed review including review of documentation supplied so far, follow up, on-site visit/s (if applicable), and detailed project specific review	Within the first six weeks of the DPR
4	Reporting - Draft report, discuss and seek feedback from the Authority team, issue final report	Within the first eight weeks of the DPR.
5	Authority signs off on final report.	By the twelfth week of the DPR.

Annex 6: Reporting and Meeting Requirements

1.25. This annex sets out the scope and timing of reports, meetings and other products that the Contractor must deliver and/or submit to the Authority.

This annex is comprised of 3 subsections:

- A. Meeting
- B. Reports
- C. Audit Visits

Annex 6 Sub Section A: Meeting

The Contractor will set out how they intend to conduct meetings as part of their inception phase. Table 13 sets out the Authority's inception report requirements.

The Contractor may wish to conduct more frequent meetings with Lead Delivery Partners or relevant parties than set out in Table 12 below, but the below meeting requirements must be met as a minimum.

Table 12 – meeting requirements in any given year

Frequency	Meeting Purpose	Further Information
Quarterly	Contractor / Lead Delivery Partner progress meetings	<ul style="list-style-type: none"> • One meeting per Lead Delivery Partner / Landscape • Meeting to discuss progress of Lead Delivery Partners against grant agreement/logframe • Independent Evaluator may be required to join these meetings as and when required
	Contractor / Independent Evaluator check-ins	<ul style="list-style-type: none"> • Meeting to discuss progress of Lead Delivery Partners/any emerging issues that should be focused on in any given quarter • Meeting will also be used to discuss and maintain ways of working between the Contractor and the Independent Evaluator, as per the MOA
	Contract Management meetings	<ul style="list-style-type: none"> • Meeting with the Authority's contract manager to discuss contract KPIs
	Landscape update meetings	<ul style="list-style-type: none"> • One meeting per Landscape • Meeting held with the Authority's relevant Geographical Programme Manager and the relevant Landscape Coordinator to update on progress, key trends and opportunities • Meeting to be held one working week ahead of the Authority's Programme Board.

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		<ul style="list-style-type: none"> Informal meetings with the Authority's programme team on a more frequent basis are encouraged but not mandatory.
Annually	Learning Cycle meeting	<ul style="list-style-type: none"> Meeting organized and chaired by the Contractor – one meeting per Landscape Meeting to discuss project progress in the past year and agree any adaptive programming recommendations that will be submitted to the Authority ahead of the Authority's annual learning Programme Board.
	Potential underspend meeting	<ul style="list-style-type: none"> Meeting organised by the Contractor – one meeting per Landscape Meeting held between the Contractor and the Lead Delivery Partner to discuss the likelihood of underspend/incomplete activity as per the agreed milestones in the grant agreement for any given financial year. Any potential underspend from any Landscape must be fed back to the Authority through the Quarterly Reports in the financial forecast section.
Ad-hoc	Update meetings requested by the Authority	<ul style="list-style-type: none"> Meetings may be requested by the Authority at any point during the contract.

Annex 6 Sub Section: B Reports

The Authority's reporting requirements are comprised of two elements:

- i. Inception Reports; and
- ii. regular reporting

Inception Reports

The inception phase will begin once the Contract between the Contractor and the Authority is signed and will end once the delivery partner competitions have been concluded. Table 13 below details the reports expected by the Authority from the Contractor in the inception phase.

Table 13 – inception report requirements

Date Due	Report Title	Detail
Within 2 weeks of contract commencement	Delivery Partner Competition Workplan	<ul style="list-style-type: none"> Workplan from launching delivery partner competitions to signing grant agreements

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Within 2 weeks of delivery partner competition launch	Delivery Plan for managing grants	<ul style="list-style-type: none"> • Delivery plan that sets out the approach to providing the services relating to the management of Grant Agreements. • The delivery plan must set out the proposed structure of the regular reports that the Contractor will submit to the Authority. Table 14 sets out the Authority's requirements regarding regular reporting.
	Structure of learning cycle meetings	<ul style="list-style-type: none"> • A proposed structure of quarterly and annual learning cycles including standing agenda and invitees. This must build off the original proposal submitted as part of the Contractors tender.
Within 4 weeks of delivery partner competition launch	Delivery Plan for the Stakeholder Learning Events	<ul style="list-style-type: none"> • Delivery plan that sets out the approach to providing the services relating to the Stakeholder Learning Events, building on previous experience the Contractor has. Events will be planned on a Landscape basis, involving the relevant key stakeholders as set out in Section 3 Core Deliverable 4 Sub-Section D.
Within 4 weeks of the Independent Evaluator's appointment	Plan for working with the Independent Evaluator	<ul style="list-style-type: none"> • Plan that sets out the approach to working with the Independent Evaluator, as per the MoA. • This includes the standing agenda items on the monthly meeting between the Contractor and the Independent Evaluator, and a workplan or process chart detailing how information will be shared between the Parties, in accordance with the MoA • It also includes agreement between the Contractor and the Independent Evaluator on the format the monitoring data will be stored in so that the Independent Evaluator can effectively perform evaluations.

Regular Reports

The Contractor will make the regular reports set out in table 14 to the Authority

Table 14 – regular reporting requirements

Date Due	Report Title	Further Information
Monthly submitted 5 (FIVE) working days before the	Risk report	<ul style="list-style-type: none"> • One report per Landscape project and one at the programme level • Report that captures key risks and risk trends. These must be high-level visual presentations

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<p>Authority's Programme Board</p>		<ul style="list-style-type: none"> Any risks that are materialising into issues must be captured in this report. As stated in the Specification, any urgent risks and/or issues including safeguarding and fraud issues must be escalated via email to the Authority via the Programme Board SRO and the relevant Authority geographical project manager immediately The risk reports will be discussed at the Authority's Programme Board
<p>Quarterly submitted 10 (TEN) working days before the Authority's Quarterly Programme Board</p>	<p>Risk Report</p>	<ul style="list-style-type: none"> One report per Landscape project and one at the programme level. Report that captures key risks and risk trends. These must be high-level visual presentations with a deep dive into key risks. The Authority may require the Contractor to present the deep dive to the Programme Board. Any risks that are materialising into issues must be captured in this report. As stated in the Specification, any urgent risks and/or issues including safeguarding and fraud issues must be escalated via email to the Authority via the Programme Board SRO and the relevant Authority geographical project manager immediately
	<p>Lead Delivery Partner Claims for Funds</p>	<ul style="list-style-type: none"> One invoice per Landscape Invoice must include a breakdown of costs per output and a final amount to pay
	<p>Monitoring Report</p>	<ul style="list-style-type: none"> One report per Landscape project and one report at the programme level Report that summarises the main results achieved across the project. The structure of quarterly reports is for the Contractor to propose during the inception phase and for the Authority to agree. the report must as a minimum include: <ol style="list-style-type: none"> i. A summary of key points; ii. Financial information including: <ol style="list-style-type: none"> a. proportion of the spend that is International Climate Finance (ICF)

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		<p>b. Accounting on both a Financial Year and Calendar Year basis</p> <p>c. Proportion of funds spent in each country in each Landscape.</p> <p>iii. Main results achieved against the expected activities, outputs and outcomes detailed in the logframe/s;</p> <p>iv. Risks identified and actions taken;</p> <p>v. Forward look for the following quarter.</p>
<p>Annual</p> <p>submitted 10 (TEN) working days prior to the Programme Board</p>	<p>Annual Report</p>	<ul style="list-style-type: none"> • One report per Landscape project and one report at the programme level • Report will be structured in two sections – monitoring section and adaptive programming section • The monitoring section of the report will have a similar structure to quarterly reports but cover activities and results over the whole year. It will also provide an assessment on the KPIs (including mandatory ICF KPIs) at the Landscape level. • The report should also include case studies (non-technical and jargon free) if applicable, that are suitable for general communications. If applicable, case studies (non-technical and jargon-free) suitable for general communications about the programme • The structure of the adaptive programming section of the must be proposed during the inception phase and for the Authority to agree. The report must be submitted 10 (TEN) working days prior to the annual Learning Programme Board. It must as a minimum include: <ul style="list-style-type: none"> i. Minuted and collated recommendations from the adaptive programming recommendation meeting ii. The Contractor's own recommendations for adaptive programming

Ah Hoc	Lead Delivery Partner Remedial Action Plan Report	1.26. As required a report detailing any Remedial Action Plans agreed with Lead Delivery Partners.
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Annex 6 Sub Section C Audit Visits

The Contractor must submit project audit reports to the Authority following each country audit visit undertaken. Audits must be carried out in line with section 3.33 of this Specification. These must outline any significant issues identified, action taken and, where relevant, recommendations for action by the Authority and in-country staff.

Annex 7: Monitoring and Learning

This Annex sets out information relating to the Monitoring, Evaluation and Learning (MEL) components of the BLF. The Contractor is responsible for the Monitoring and Learning components.

MEL documents

Annex 1 and Annex 2 respectively set out the BLF's programme-level ToC and logframe. These have been signed off in the Authority's Business Case but are subject to revisions by the Independent Evaluator once they are in place and are subject to change during the BLF's lifetime as part of an adaptive programming approach.

The Landscape level logframe and KPIs will be developed by Lead Delivery Partners as part of their applications during the delivery partner competitions and will also be subject to revisions by the Independent Evaluator. An indicative Landscape level ToC will be developed as part of the BLF scoping exercise and will be provided to the Contractor during the inception phase.

Interventions in each Landscape will be assessed against the following indicators which are aligned to the programme-level ToC and logframe outcomes:

- a. Abundance or rates of occurrence of globally threatened species / key populations and / or indicator species
- b. Change in ecosystem integrity, accounting for habitat loss, degradation and fragmentation.
- c. Changes in deforestation rates.
- d. Number of people / villages with improved land or natural resource management rights.
- e. Number of people or villages with improved incomes or other direct benefits as a consequence of local businesses that are linked to sustainable management of natural resources (eg tourism, value-added agriculture or timber or fish products, etc.)
- f. Volume of finance (public or private) leveraged by the programme intervention for improved biodiversity and ecosystem management or local development
- g. Volume of finance (public or private) leveraged by the programme intervention for improved biodiversity and ecosystem management or local development
- h. ICF KPIs, as outlined in Annex 24, with a particular focus on
 - i. ICF KPI 6: Greenhouse gas emissions reduced or avoided as a result of the intervention / or ICF KPI 8 : Deforestation avoided.
 - ii. ICF KPI 17: Hectares of land that have received sustainable land management practices as a result of ICF

In addition, Landscape-specific outcomes will be agreed by the delivery partner consortia and the Independent Evaluator during the projects' inception phase.

Annex 8: Risk Management

Risk and issue management is important to ensure that the BLF delivers as expected and is maximising value for money. The Authority does not seek to avoid the existence of risk across its portfolio. However, risk must be managed effectively and in line with best practice, and that the negative impact of issues is minimised as and when they arise.

Good risk and issue management is an important tool for the Contractor to communicate the importance and changing nature of their programmes to the Authority.

The distinction between risks and issues, and the different methods for managing both, is described below. Her Majesty's Treasury's Orange Book, contained within Annex 23, sets out risk management guidance.

Risk: an event (which can be an opportunity or threat) that hasn't yet happened but, if it did, it would have an effect (positive or negative) on the achievement of objectives.

Issue: an event that has happened and requires management action to either minimise negative consequences or maximise positive ones – it could be a risk that has now occurred, a problem, concern or query.

RISK MANAGEMENT

Risk management refers to all the processes involved in identifying, assessing and judging risks, assigning ownership, taking actions to mitigate or anticipate them, and monitoring and reviewing progress of those activities.

. The principles of risk management are to:

- Think logically
- Identify the key risks
- Identify what to do about each risk
- Decide who is responsible for actions
- Record the risk and changes in risk
- Monitor and learn

Logging and Reporting programme risks & issues

The Contractor will maintain risk registers for each Landscape, covering each risk type described in Table 15 below. The Contractor must also provide a summary for each risk category for each Landscape and at the programme level on a monthly basis, to be submitted to the Authority 5 (FIVE) working days and submit full risk registers and risk summaries to the Authority at quarterly intervals; 10 (TEN) working days before the Authority's Programme Board meeting.

Reporting and Escalating risks & issues within the Authority

Risks will be prioritised according to their severity and will be escalated through the BLF's management structures through the Authority's management chain where one of the following criteria applies:

- a. The risks worsen and enter the 'Severe' or 'Major' categories;
- b. The residual risks remain Severe or Major even after the mitigating actions are undertaken;

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- c. The residual risks fall outside the Authority’s risk appetites; and
- d. Adequate mitigating actions are beyond the scope of the risk managers to implement.

Risk description

1.27. The Contractor will develop and maintain a risk register ensuring risks are described appropriately, each risk must be clearly described for immediate understanding. The risk register must describe the cause of the risk, the risk event itself, the potential impact, the way it has been managed and any residual risk remaining after management.

Risk Type

The Authority divides risks into the following categories, to help stakeholders understand the type of impact the risks may have on the programme:

Table 15: Risk categories and descriptions

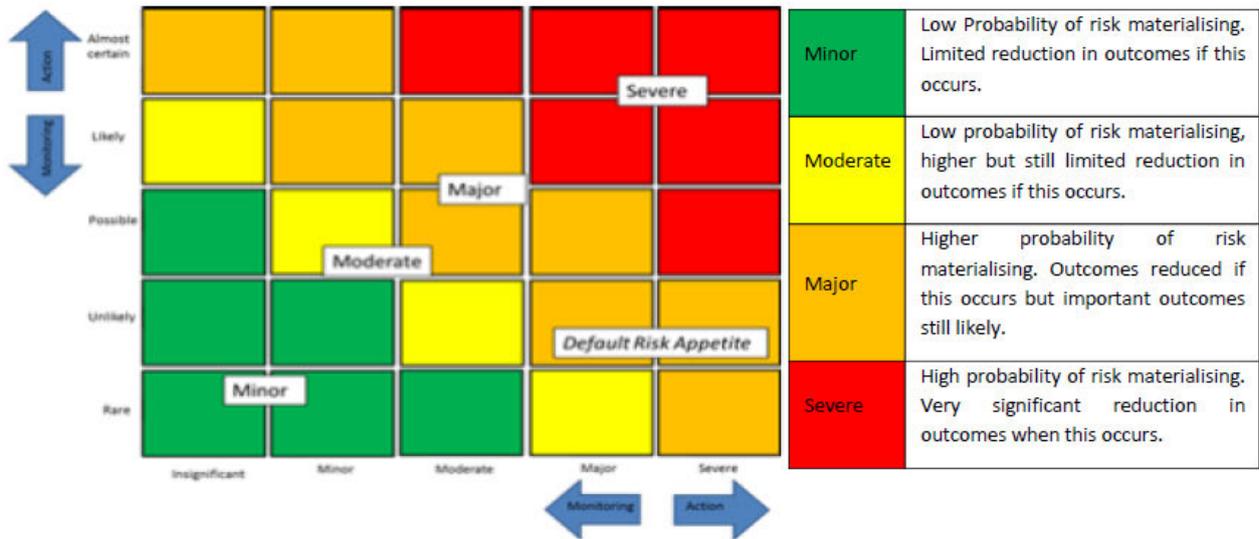
Risk type	Description
Context	The operating context can affect the implementation of programmes. Risks to consider include political developments the economic situation and other environment factors
Delivery	Risks relate to deliver of the programme of work including those associated with the partner and its supply chain, to beneficiaries as well as the performance of the programme.
Safeguarding	An important aspect is to avoid doing harm. Risks to consider can include those potentially impacting on social inclusion.
Operational	These relate to the Authority’s (and the Lead Delivery Partner’s) capacity and capability to manage the programme effectively
Fiduciary	The risk that funds are not used for the intended purposes; do not achieve value for money; and/or are not properly accounted for
Reputational	Where action or inaction could be perceived by stakeholders to be inappropriate, unethical or inconsistent with the Authority’s values and beliefs causing the potential for negative publicity or public perception and adverse impacts on Authority’s reputation.

Risk Ratings

Risk ratings are useful to programme managers as a relative, rather than absolute indicator, by helping to identify the most critical risks to success so that management effort can be prioritised.

For each risk the impact of the risk and its probability should be estimated. Risks above the risk tolerance outlined below will be escalated through the BLF’s management structure on a case by case basis to be decided by the Authority.

Diagram 3: Risk ratings and definitions



Risk Control

Risk control refers to the way in which the risk is being managed. They must summarise the type of mitigating measures outlined in the risk register. There can be multiple risk controls in place to manage one risk.

Table 16: Risk mitigation methods / Risk controls

Risk mitigation actions	Description
Treat	Take action to reduce the risk, and bring it within risk appetite
Transfer	Make arrangements to transfer the risk to a third party, for example by insuring against a certain impact / issue. This tends to be cost effective only for high impact, low likelihood risks. In contracting or other financial agreements, we transfer some risk for example of funds being diverted, to those we engage
Tolerate	This is a conscious decision not to take any further mitigating action and accept the risk. It may be because the risk is very close to the risk appetite, because there is no effective action we can take, or there are greater downsides to taking mitigating action
Terminate	End the activity or programme altogether. This is relevant when a risk is assessed as too high and there is no cost-effective mitigation
Take More Risk	For risks that fall well within risk appetite, consider whether the programme is having enough impact or value

Risk Appetite

The authority's risk appetite at both a project and programme level is outlined in Figure 4 below.

Table 17: BLF Risk Appetite

Risk Type	Risk Appetite	
	Programme Level	Landscape Level
Context	Moderate	Major / Moderate
Reputational	Minor	Minor
Fiduciary	Minor	Moderate
Delivery	Major	Major / Moderate
Safeguarding	Minor	Minor
Operational	Moderate	Minor

Mitigating measures

The primary objective of a risk register should be to identify how to make sure that risks identified are managed appropriately. This can be done through meaningful mitigating actions. The mitigating action must be SMART: specific, measurable, achievable, realistic and timed.

Fraud and error risks

The Authority will complete a fraud and error risk assessment for each Landscape as part of the Landscape level business case development. Once the Contractor is in place, the Authority will transfer the risk assessment and associated fraud and error risks to the Contractor.

Section 7 of this Specification sets out the Contractors liability with regards to Fraud, Error or Corruption Loss.

ISSUE MANAGEMENT

An issue is an event, situation, activity or problem that has occurred and requires action from management to either maximise positive consequences or minimise negatives ones. These consequences can have an impact on project, programme, and/or business objectives.

Issues refer to something that has already happened, whereas a risk foresees an event that may or may not occur. An issue may have previously been a risk, or it may not have been anticipated.

Issues are catalogued separately to risks throughout the management of the programme. Issues are catalogued in the issues register, along with actions taken in response as agreed with key stakeholders. Issue registers must be submitted alongside risk registers.

The Contractor is responsible for the devolvement and maintenance of the issues register.

Issue Ratings

Issues ratings are based on the severity and priority ratings. Diagram 4 below sets out the issues rating and definitions.

Diagram 4: Issue ratings and definitions

		Priority						
		Very Low	Low	Moderate	High	Very High		
Severity	Very High						Minor	The issue has a minimal impact on objectives, with low urgency.
	High				Severe		Moderate	The issue has a moderate impact on objectives. It requires attention, but it is not yet urgent.
	Moderate		Moderate	Major			Major	The issue will have a substantial impact on objectives and is considered urgent.
	Low						Severe	The issue means that critical objectives will not be achieved and is high priority.
	Very Low	Minor						

Issue Severity

Severity ratings consider what impact the issue will have on project objectives. This is rated on a 5-level scale, outlined below:

- Very High: Critical objective(s) will not be achieved.
- High: Objective(s) will fall below acceptable level.
- Moderate: Objective(s) will fall below goals but will meet minimum acceptable levels.
- Low: Objective(s) will not meet goals but will exceed minimum acceptable levels.
- Very Low: No/little impact on objectives.

Issue Priority

Priority ratings consider how urgent it is to resolve the issue. This is rated on a 5-level scale, outlined below:

- Very High: The issue needs to be treated immediately
- High: The issue needs to be treated within 1-3 working days
- Moderate: The issue needs to be treated within 3-5 working days
- Low: The issue needs to be treated within 5-7 working days
- Very Low: The issue needs to be treated with 7-10 working days

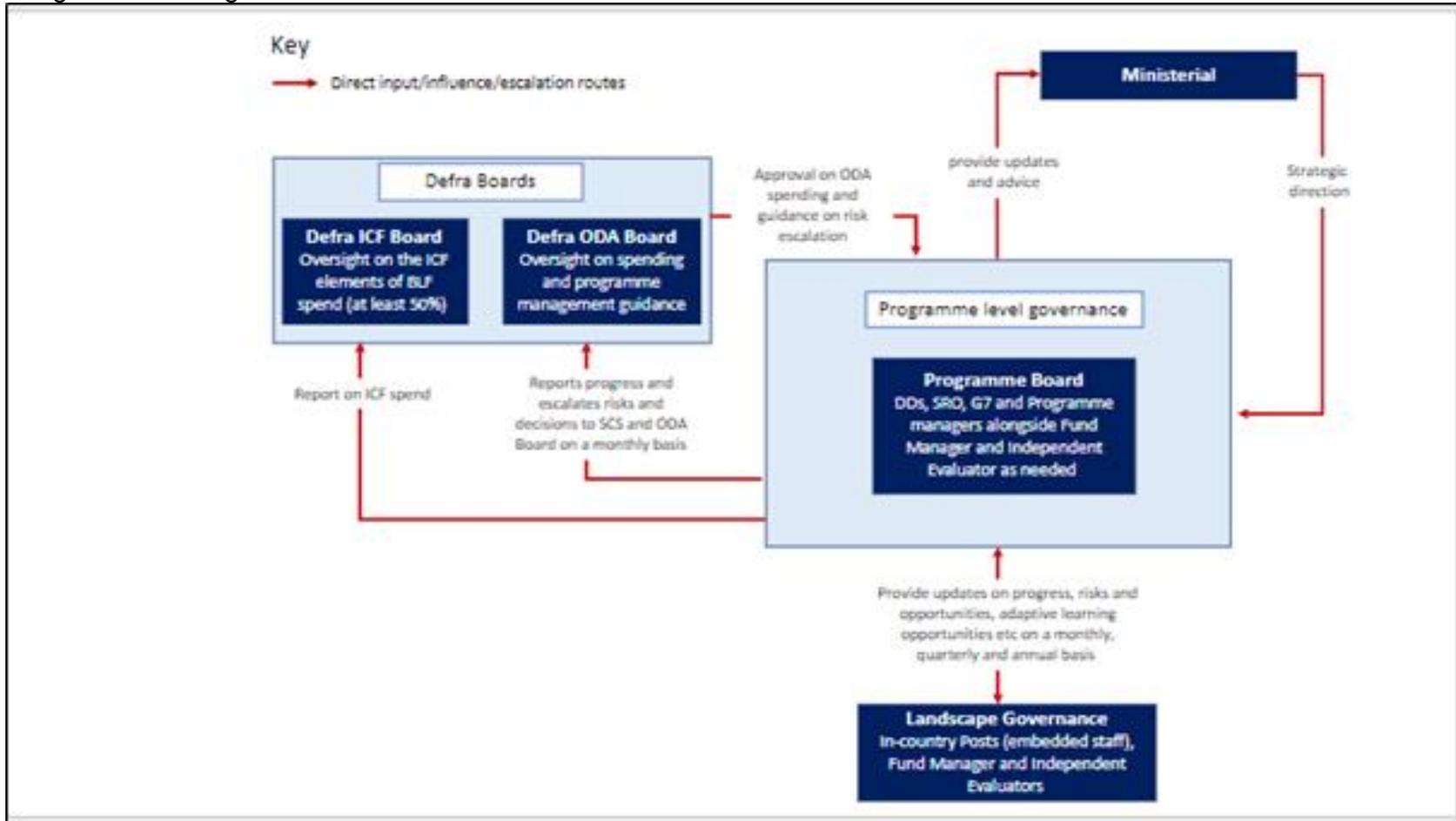
Issue management

Should a risk become an issue, the Contractor must manage the issue and record any decisions taken. If the issue exceeds the Authority’s risk appetite it should be escalated to the Authority via the BLFSecretariat@defra.gov.uk mailbox. The Authority will also share key contact details in case of a very high severity / very high priority risk

Annex 9 Management Structure

This Annex describes the overall management structure of the BLF and how the Contractor will support the overall management of the BLF. Diagram 5 below summarises the structure and reporting lines.

Diagram 5: Management Structure of the BLF



BLF Programme Board

The role of the Authority's BLF Programme Board is to:

- a. provide a forum for formal updates on progress across all Landscapes;
- b. discuss key risks, opportunities and issues and begin the escalation process if necessary;
- c. ensure finances are in order and payments are on track;
- d. provide a forum to share experiences and learning to ensure adaptive programming is regularly assessed; and
- e. formalise and record decision-making.

The Programme Board will meet monthly for one hour. Each quarter, the Programme Board may be extended to one hour and a half long session to allow for discussion of quarterly reports from the Contractor. One of the quarterly Boards each year will be dedicated to the Learning Programme Board.

The Contractor will be invited to the Board in an advisory capacity. The Contractor has no decision-making authority.

Agenda

The agenda for each meeting will be flexible, however there will always be some standing items (SI). As a rough guide the Board may discuss (in order of priority):

- a. (SI) Risks- risk summary per workstream plus update on worsening and new risks
- b. (SI) Payments- update on financial position
- c. Formal updates on procurement (whilst in development) and progress in Landscapes (once programming)
- d. Timelines (if necessary)
- e. Adaptive Programming (primarily at quarterly Boards and the annual learning board)

Programme Board Membership

Permanent members with a standing invite to each Board are outlined in Table 18 below.

Table 18: Permanent members of the Boards

Organisation	Role
The Authority	Senior Civil Servant
The Authority	Senior Responsible Officer
The Authority	Programme Delivery Lead
The Authority	Evidence Lead
The Authority	Geographical Programme Managers
The Authority	Portfolio Management Office
The Authority	Secretariat
External Contractor	Fund Manager
FCDO	Landscape Coordinator
External Contractor	Independent Evaluator**
The Authority	Finance Lead
The Authority	OAD Lead
The Authority	Commercial Lead

**Independent Evaluators will only attend quarterly (unless required according to specific agenda items)

To reach quorum, the programme board will always have attendance from:

- a. A representative from the Authority's Portfolio Management Office
- b. The Authority's Senior Responsible Officer
- c. A minimum of four of the Authority's Programme Managers

d. The Authority’s Commercial, Finance and Official Development Assistance representatives

Table 19 sets out additional members who may be invited - as required according to specific agenda items

Table 19: Additional Board Members invited as Required

Role	Reason
Lead Delivery Partners	<ul style="list-style-type: none"> • If there is a particular risk or opportunity to discuss • To provide an in-depth case study
Other HMG Programme Leads (e.g. Blue Planet Fund/ International Climate Finance/ FCDO colleagues)	<ul style="list-style-type: none"> • In an advisory capacity • To share lessons learned • If an issue is raised of which they have direct experience

Annex 10 Key Performance Indicators and Service Credit Regime

This Annex sets out the KPIs and SCR applicable to this Contract.

The Contractor's performance will be monitored against the following suite of KPIs and Service Credits applied in cases of the Contractor's performance been poor or requiring improvement

Table 20 KPIs

KPI Ref	Principle	Measure		
		Acceptable	Requiring Improvement	Poor
KPI-1	The Contractor presents reports required by the Authority on time.	Reports meet agreed deadline.	N/A	If any report misses the agreed deadline, save for circumstances where the Authority has given express written permission for a report to be submitted late.
KPI-2	The Contractor distributes Grant Funding in a timely manner.	Grant disbursement within 5 working days of receiving funds from the Authority.	Grant disbursement between 6 - 15 working days after receiving funds from the Authority.	Grant disbursement over 16 working days after receiving funds from the Authority.
KPI-3	The Contractor will promptly respond to and resolve the Authority's requests.	Requests marked as urgent; Acknowledgment of new urgent- requests within 3 working hours. Agreed action or resolution plan within 2 working days. Routine requests:	Requests marked as urgent; Acknowledgment of new urgent -requests within 6 working hours Agreed action or resolution plan within 3 working days. Routine requests:	Requests marked as urgent; Acknowledgment of new urgent -requests within 2 working days. Agreed action or resolution plan within 4 working days Routine requests: Acknowledgment of new requests within 5 working days.

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		Acknowledgment of new requests within 2 working days. Agreed action or resolution plan within 5 working days.	Acknowledgment of new requests within 4 working days. Agreed action or resolution plan within 7 working days.	Agreed action or resolution plan within 10 working days.
KPI-4	Quarterly data provided to the Authority is accurate.	There are no instances of errors in the financial data and programme information provided to the Authority	1-2 examples of outdated, incorrect or insufficient information provided.	More than 3 examples of outdated or incorrect information provided.
KPI-5	The Contractor meets spend forecasts.	Less than 5% variance between actual spend and forecasts. Unless there is a Force Majeure event.	Between 5.1%-7% variance in forecasts. Unless there is a Force Majeure event.	More than 7.1% variance in forecasts. Unless there is a Force Majeure event.
KPI-6	The Contractor will work effectively with the Independent Evaluator & Lead Delivery Partners.	The Authority will administer an annual satisfaction survey with the Independent Evaluator and Lead Delivery Partners. The results of this survey will be discussed at the following quarterly review meeting.		

Service Credit Regime (SCR)

Service Credits will only be applied to the fixed fee and any schedule of rates charged by the Contractor.

KPIs will be assessed on a quarterly basis with any Services Credit applied to that quarters invoice.

Cont. overleaf

Table 21: Service Credits

KPI Ref	Service Credit	
	Improvement Needed	Poor
KPI-1	2%	4%
KPI-2	2%	4%
KPI-3	2%	4%
KPI-4	2%	4%
KPI-5	2%	4%
KPI-6	N/A - Out of Scope	

Annex 11 Confidential Information

Annex 11 will only be made available upon receipt of a signed non-disclosure agreement.

Annex 11: Confidential Information

Statement of Sensitivity

All information contained within the Annex is **Confidential Information** and must as be treated as such. The entire contents of this Annex are to be treated in accordance with the requirements of the **NON DISCLOSURE AGREEMENT** existing between the Authority and the Tenderer.

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Confidential Information

Landscapes operating under the Biodiverse Landscapes Fund (BLF)

Region	Countries Covered	Programming timeframe
Andes/Amazon	Ecuador, Peru	June 2022-June 2029
Kavango Zambezi Transfrontier Conservation Area (KAZA)	Angola, Botswana, Namibia, Zambia, Zimbabwe	June 2022-June 2029
Lower Mekong	Cambodia, Laos, Vietnam	June 2022-June 2029
Western Congo Basin	Cameroon, Gabon, Republic of Congo	June 2022-June 2029
Mesoamerica	Belize, El Salvador, Guatemala, Honduras	June 2022-June 2029
Madagascar	Madagascar	August 2021- August 2027

Information on each landscape can be found overleaf.

Confidential Information

Andes/Amazon at a glance

Location: Spanning Ecuador and Peru border area, centred around the proposed El Condor-Kukutu Conservation Corridor.

Size: 11,000km²

Land use: Variety of habitats including dense expanses of cloud forest. Increasing agricultural expansion and numerous mining sites. Limited regional infrastructure.

Why is the Andes/Amazon important?

Biodiversity: Ecuador and Peru are two of the world's 17 megadiverse countries, contributing significantly to global biodiversity levels. Landscape encompasses 5 biodiversity hotspots, 10 cross-border water sources, and a variety of biomes ranging from high mountains, which provide critical migratory spaces for endangered species, to lowlands and mangroves which provide food resources and shelter for communities. Endangered species found in the region include a local subspecies of the long-haired spider monkey and the spot-winged parrotlet.

Conservation: The landscape features a number of key protected areas including the "peace park" El Condor Park (2,540 ha); aimed at reducing conflict and encouraging cooperation between Ecuador and Peru in an area that has been disputed for decades, Santiago-Comaina Reserved Zone (1,642,570 ha), and the Podocarpus National Park (146,280ha).

Climate: Opportunities for community-based approaches to encourage sustainable land use reducing rates of deforestation, and climate resilience co-benefits through conservation of protected areas.



Threats to Andes/Amazon

Regional threats to biodiversity: Including but not limited to deforestation (Ecuador and Peru rank second and third for countries in Latin America with the highest deforestation rates), unsustainable agriculture techniques e.g. slash and burn which increase deforestation and result in low-quality soil, unregulated resource extraction, population growth and IWT.

Poverty is also a notable threat in the region, with research by CBD indicating that those engaged in small-scale farming (often the poorest people) are having a negative impact on the environment through ecosystem degradation and pollution, jeopardising food security.

Population and Poverty

Population: ~5m in Peruvian border regions. ~4.5m in Ecuadorian border regions.

Indigenous Lands: Ecuador – 34.6% of which 15.3% formally recognised. Peru – 56.6% of which 30.4% formally recognised.

Population growth: 1.8% per annum.

Economy: Ecuador and Peru both UMICs. High levels of poverty in rural regions and poor infrastructure. Indigenous communities therefore largely reliant on small-scale subsistence farming with limited economic opportunities.

National Poverty (Peru and Ecuador average): 5.4%

Regional Poverty (Andes/Amazon): 57.4% (up to 64% in rural areas of Peru)

Industries: Intensive agriculture, timber extraction, and cattle ranching

Opportunities: Opportunity for programming that restores and protects the land rights for indigenous communities to the benefit of local biodiversity. Opportunities to tackle the economic drivers of biodiversity exploitation including IWT, while providing a holistic framework to support more effective use of natural resources, better pollution management, and a diversification of livelihood opportunities.

Political appetite

[Redacted text]

Multilateral funding in Andes/Amazon: UNDP run Pro-Amazonia project in Ecuador funded by Global Environment Facility (\$12m) and Green Climate Fund (\$41m).

CBD COP15: Opportunity to demonstrate commitment to biodiversity protection and support Ecuador and Peru to implement domestic measures to fulfil post-2020 global biodiversity framework objectives. Both CBD priority countries.

Leaders' Pledge for Nature (LPN): Opportunity to engage Ecuador and Peru on LPN as currently not signatories.

[Redacted text]

Binational Plan for Transborder Development between Peru and Ecuador (BPTDPE): Independent international organisation with more than 20 years in operation, working towards cooperation between transborder regions to help improve quality of life of citizens. BPTDPE have experience working with international donors (Finland and Germany).

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Lower Mekong

Lower Mekong at a glance

Location: Ecoregion featuring the Annamites mountain range, spanning Vietnam, Cambodia, and Lao PDR (Laos). Part of the Greater Mekong Subregion (GMS) – one of the world’s top ten biodiversity hotspots and top five threatened hotspots (only 5% of natural habitat remaining).

Size: 230,000km²

Land use: Includes one of the largest continuous natural forest areas in continental Asia, consisting of Southern Annamites montane forests and Northern Annamites moist forests. 16% of landscape designated as protected.



Why is the Lower Mekong important?

Biodiversity: Considered the last sanctuary for many endemic species including the Javan rhino and Asian elephant. 5 new species of large mammal have been identified in the last 10 years including the critically endangered Soala (forest dwelling bovine) and the endangered Striped Annamites Rabbit.

Conservation: 54 protected areas totalling more than 3mha, ranging in size from 20,000 to 350,000 ha.

Climate opportunities: The Greater Annamites are threatened by the impacts of climate change, which exacerbates existing flood risks. Opportunities for climate resilience co-benefits through conservation of indigenous forests.

Population and Poverty

Population: ~37m people from 70 ethnic groups.

Indigenous Lands: No published data.

Population growth: 1% per annum.

Economy: Considered some of the poorest communities in their countries with average incomes of \$300 pp/year.

National Poverty (Vietnam, Cambodia, Laos average): 20.3%

Regional Poverty (Lower Mekong): 24%

Childhood Stunting (Vietnam, Cambodia, Laos average): 29.8%

Industries: Traditional subsistence culture with local economies based on over 700 non-timber forest products (plants and animals)

Opportunities: Potential to alleviate poverty in Cambodia and Laos (two LDCs), where the majority of population employed in agricultural sector and use natural resources for their livelihoods. Further livelihood opportunities in post-demining ecosystem recovery following on from DFIDs Global Mine Action Programme 2

Threats to Lower Mekong

South-East Asia-wide threats to biodiversity:

Including but not limited to loss and degradation of forests (reduction in Greater Mekong forest cover from >55% in 1970 to 34% today (WWF 2020)), hunting and the illegal wildlife trade, unsustainable fishing.

Lower Mekong-specific threats to biodiversity:

Including but not limited to over-exploitation of natural resources (forests, wildlife, fish) and agricultural expansion, hydropower development, and mining and unexploded ordinance. Immigration of people to upland areas to acquire land for agriculture.

Political appetite

HMG: Effective HMG programming in this region, particularly FCDO’s Global Mine Action Programme 2 and upcoming Programme 3. Defra’s Darwin Fund and IWT Challenge Fund have also funded local projects.

Multilateral funding in the Lower Mekong: *Global Environment Facility* – Projects in all countries of the region including multiple projects focused on the GMS. *Green Climate Fund* – Active projects in all countries of the region.

International actors in region: Including but not limited to WWF, WCS, IUCN, USAID, European Commission, World Bank.

CBD COP15: Opportunity to demonstrate commitment to biodiversity protection and support Greater Annamites countries to implement domestic measures to fulfil post 2020 global biodiversity framework objectives, including 30x30.

Leaders’ Pledge for Nature (LPN): None of the three countries have signed the LPN. [REDACTED]

[REDACTED]

IWT – Vietnam hosted 2016 IWT Conference and interest in and support for IWT in region has continued to grow.

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Kavango-Zambezi Transfrontier Conservation Area (KAZA TFCA)

KAZA at a glance

Location: Spanning Angola, Botswana, Namibia, Zambia, and Zimbabwe (see figure 1). Served by Okavango and Zambezi river basins which contribute major wetlands to the generally flat landscape.

Size: 520,000km² – World’s largest TCFA.

History: TFCA established by Treaty in 2011. Permanent Secretariat mandated to oversee and coordinate activities in the landscape

Land use: 71% under wildlife management; 29% of land used for small-scale agriculture



Why is KAZA important?

Biodiversity: KAZA hosts 50% of Africa’s savannah elephants and 25% of its African wild dogs, alongside significant rhino and big cat populations. Over 600 bird, 128 reptile and 50 amphibian species present, plus endemic species of plants.

Conservation: Contains three UNESCO World Heritage Sites (Victoria Falls, Okavango Delta and Tsodilo Hills) and the largest Ramsar Wetland Site in the world (Okavango Delta).

Climate opportunities: KAZA is highly vulnerable to climate change and is predicted to become warmer and drier over next 50-100 years.

Opportunities for climate mitigation co-benefits through conserving protected areas and securing their connectivity.

Population and Poverty

Population: 69m, mostly rural. Higher density in east along Zambezi floodplain

Indigenous Languages: Angola – 76.9% of which 0% formally recognised. Botswana – 71.3%; all formally recognised. Namibia – 36%; all formally recognised. Zambia – 67.5%; all formally recognised. Zimbabwe – 42.4%; all formally recognised.

Population growth: 2.8% per annum.

Economy: Incomes largely reliant on subsistence farming (live stock and arable), hunting, fishing, and extraction and informal trade of natural resources.

National Poverty (Angola, Botswana, Namibia, Zambia, Zimbabwe average): 34%

Regional Poverty (KAZA): 43%

Childhood Stunting (Angola, Botswana, Namibia, Zambia, Zimbabwe average): 29%

Industries: Tourism centres on wildlife and heritage sites with proportionally low annual household income from tourism (\$600/household in 75% of KAZA). Vulnerable to external shocks.

Opportunities: Potential to alleviate poverty through transitioning to alternative sustainable livelihoods and diversifying KAZA’s economy.

Threats to KAZA

Southern Africa-wide threats to biodiversity: Including but not limited to zoonotic disease, water flows and national legislation and development plans conflicting with biodiversity protection commitments in KAZA.

KAZA-specific threats to biodiversity: Including but not limited to population growth contributing to ecosystem degradation, the illegal wildlife trade where elephants and rhinos are particularly in demand from poaching. Furthermore, human-wildlife conflict often culminates in killings of elephants and predators. Drought, linked to climate change, also threatens water sources and agricultural yields.

Political appetite

HMG: Strong UK diplomatic and development presence in KAZA, with several successful projects from the Prosperity Fund, CSSF, and Darwin Initiative and IWT Challenge Fund projects, aligning with strategic framework for ODA.

CBD COP15: Opportunity to demonstrate commitment to biodiversity protection and support KAZA countries to implement domestic measures to fulfil post-2020 global biodiversity framework objectives.

Leaders’ Pledge for Nature (LPN): Opportunity to engage KAZA on LPN as currently no KAZA states signed up

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Secretariat developed Master Integrated Development Plan to provide strategic direction for the region.

Bilateral Donors in KAZA: Significant investments from Germany (€39.5m) and Netherlands (€16.9m). Germany is a long-term donor, and the Netherlands most recent investment spans 2020-2024.

Multilateral Funding in KAZA: *Global Environment Facility* - Multiple projects in all KAZA countries including those focusing on the Okavango and Zambezi river basins. *Green Climate Fund* – Projects in all KAZA countries including a recently submitted concept note focusing on landscape restoration.

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Mesoamerica – Selva Maya and Trifinio

Why is Mesoamerica important?

Biodiversity: Mesoamerica is one of the two most important global biodiversity hotspots, accounting for just 0.5% of the planet's area but providing habitat for 17% of all terrestrial species. Includes highly endangered species, such as the scarlet macaw, jaguar and tapir. High levels of biological diversity, with important ecoregions, ecosystems, endemism, and species richness.

Climate opportunities: Central America is the region with largest expected changes in climate among tropical areas (Corrales et al., 2015). High potential for ICF programming as no current investment in the area, both mitigation (conservation) and adaptation (high regional poverty levels in Trifinio and Selva Maya). Selva Maya is a critical carbon sink.



Threats to Mesoamerica

Selva Maya – Severe land-cover and land-use change pressure due to subsistence agriculture and ranching combined with illicit trafficking; illegal logging and other incursions have taken a significant toll on forests (Schlesinger et al., 2016).

Trifinio: Creation of the Trifinio protected area appears to have safeguarded forest in the vicinity of the tri-national park. Across the larger region, key drivers of land-cover and land-use change include with agricultural expansion of coffee, pasture, and other crop production (Schlesinger et al., 2016)

Mesoamerica at a glance

Location: Two regions spanning Belize, Guatemala, Honduras and El Salvador. The northern region covers the Guatemalan and Belizean portions of the Selva Maya. The southern region covers the Trifinio region, including a tri-national transboundary biosphere reserve in Guatemala, Honduras and El Salvador.

Size: Trifinio Region 7,541 km²; Selva Maya 32,286 km²

Land cover, land use: approx. 8% tree cover in Trifinio with 7.2% decrease since 2010 and 74% tree cover in Selva Maya with 22% decrease since 2010 (Global Forest Watch).

Population and Poverty

Population (Mesoamerica): 3,260,149

Indigenous Lands: No published data.

Economy: Two UMICs (Guatemala & Belize), two LMICs (Honduras & El Salvador).

National Poverty (Belize, Guatemala, Honduras, El Salvador average): 12.8%

Regional Poverty (Mesoamerica): 39.5%

Childhood Stunting (Belize, Guatemala, Honduras, El Salvador average): 24.5%

Industries: Largely subsistence agriculture, across the landscape economies are heavily dependent on nature-based employment including agriculture and timber extraction (in Guatemala agriculture is the third largest sector 31.3%).

Opportunities: Livelihood opportunities through sustainable cattle raising, agroecology, coffee agroforestry, sustainable timber production, and eco-tourism.

Political landscape

HMG: Diplomatic network in region strengthened over past decade

CBD COP15: Opportunity to demonstrate commitment to biodiversity protection in a location where the UK has historically had limited presence, but which has a strong need for biodiversity funding.

Leaders' Pledge for Nature (LPN): Being part of the Alliance of Small Island States, Belize helped develop the LPN. Guatemala and Honduras have signed the pledge. El Salvador has not.

Existing funding in Mesoamerica: The largest donor is German development agency GIZ with projects in both regions. The Global Environment Facility has several programmes in the wider region, including Mesoamerican Biological Corridor. Germany (BMZ) are funding projects in Trifinio region. Recent funding reduction from USAID, which is expected to be quickly reversed by Biden administration.

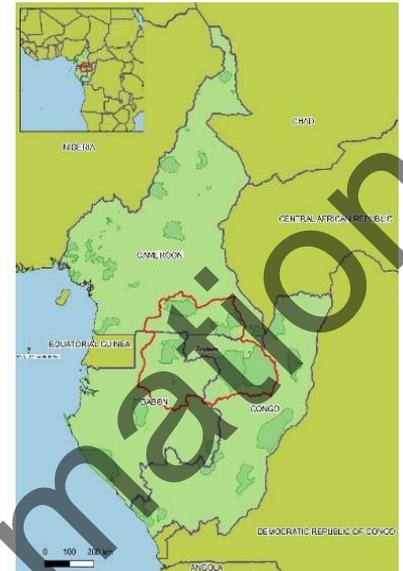
West Congo Basin at a glance

Location: Forming 10% of the Congo Basin, Tri-National Dja-Odzala-Minkebe transborder forest spans Cameroon, Gabon, and Republic of Congo (RoC).

Size: 178,000km²

History: Established in 1993 between Gabon, Cameroon and RoC, with tri-national political commitment signed in 2004 through Central African Forest Commission (COMIFAC).

Land use: 97% forested, 24% included within 11 protected areas containing some of the most pristine natural sites remaining in the Congo Basin.



Why is West Congo Basin important?

Biodiversity: Region hosts 75% of the global population of forest elephants (~25,000), 50% of the global population of lowland gorillas, as well as chimpanzees and giant pangolin (Strindberg et al 2017). Large mammals thrive as Congo Basin is the second largest block of dense tropical forest in the world.

Conservation: 11 protected areas within landscape (8 national parks, 2 reserves, and a sanctuary). Of these areas 2 are ranked highly vulnerable, 7 vulnerable, and 2 resilient.

Climate: The Congo Basin's ecosystem is critical for the global climate, delivering rainfall to the Sahel. Opportunities for climate mitigation co-benefits through nature-based solutions.

Population and Poverty

Population: ~175,000 in indigenous forest communities (mostly Bantu and Ba'Aka). Vast uninhabited areas with communities grouped along the regions' few roads.

Indigenous Lands: Cameroon – 82.2% of which 8.7% formally recognised. Gabon – 82.9% of which 0% formally recognised. RoC – 87% of which 1.4% formally recognised.

Population growth: No data due to low population density.

Economy: Data is limited for region; annual income for indigenous forest communities in Cameroon <US\$1 pp/day. Incomes largely reliant on rural economies based on slash and burn agriculture, cacao and coffee crops.

National Poverty (Cameroon, Gabon, RoC average): 41.1%

Regional Poverty (Congo Basin landscape): 56.4%

Childhood Stunting (national averages): 22.4%

Industries: Some industrial plantations including palm oil. 65% of landscape has logging concessions and timber industry second largest employer in Gabon.

Opportunities: Socio-economic development opportunities to address poverty reduction via biodiversity conservation. Region rich in raw commodities, Congo Basin nations are dependent on extractive industries. Growing demand accelerating landscape exploitation. Sustainable forest use an opportunity for economic diversification, resilience and green growth.

Threats to West Congo Basin

Central Africa wide threats to biodiversity: Including but not limited to logging and agricultural expansion, population growth, and lack of alternative livelihoods.

West Congo Basin specific threats to biodiversity: Including but not limited to increased bushmeat hunting and poaching, and insufficient land access and rights.

Threats to specific ecosystems found in region: Deforestation, climate change, infrastructure, mining and oil and gas developments.

Political appetite

HMG: HMG is active in the Congo Basin through its contributions to GEF and bilateral programming. Forest Governance, Markets and Climate Programme (FGMC) and Partnerships for Forests (P4F). [REDACTED]

Bilateral funding in West Congo Basin: The USA (USAID and USFWS), EU, France and Germany are key donors in region.

Central Africa Forest Initiative: UK member since inception (2015) but not yet contributor. Donors are Norway, Germany, EU, France, Netherlands, South Korea.

Multilateral funding in Congo Basin: *Forestry Carbon Partnership Facility* - expected to provide around US\$110m over 5 years to DRC and RoC to reward 22.7 tCO₂e reductions in GHG emissions from deforestation and forest degradation *Global Environment Facility – Congo Basin Sustainable Landscapes Impact Program (\$63m)*.

CBD COP15: Opportunity to support countries to implement domestic measures to fulfil post-2020 global biodiversity framework objectives and halt the loss of biodiversity within their borders.

Leaders' Pledge for Nature (LPN): Both Gabon and RoC are signatories of the LPN. [REDACTED]

Africa Strategy: The Congo Basin is a high priority area. BLF proposal in line with Africa Strategy. [REDACTED]

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Madagascar

Madagascar at a glance

Size: World's fourth largest island with a total land area of 581,800km².
Land use: 71% of Madagascar's land is used for agriculture (approximately 50% rice production), 21% is forest, and 68% is savannah. Pastoralism is a significant land use, with cattle-grazing occupying 55% of the land area.

Why is Madagascar important?

Biodiversity: One of seventeen "Megadiverse States", Madagascar is home to 250,000 species, many of which are endemic (at least 80% plant and animal species). Approximately 12,000 species of vascular plants, 1000 species of orchid, 389 species of reptile, 278 species of amphibians, 282 species of bird, 159 species of fish, and 104 subspecies of lemurs. This biodiversity presents important economic, sociocultural, ecological and scientific value and constitutes 49% of the country's wealth.
Conservation: Madagascar contains 247 Key Biodiversity Areas (KBAs) and has 171 Protected Areas, covering 7.49% of the island's terrestrial territory.
Climate: Madagascar is highly vulnerable to climate change; serious consequences include increasing frequency and intensity of cyclones and torrential rainfalls; and declining land productivity due to deforestation and unsustainable land use. Opportunities for climate mitigation co-benefits through increasing the resilience of Protected Areas.



Threats to Madagascar

Threats to biodiversity: Degradation primarily caused by human activity. The most pressing threats are illegal clearance for agricultural expansion, slash-and-burn practices, illegal timber exploitation (especially of high-value precious woods such as rosewood), hunting of protected species, and mining.
Madagascar-specific threats to biodiversity: Due to Madagascar's high rate of endemism, the loss of one hectare of forest has a larger effect than forest loss elsewhere in the world. Illegal wildlife trade is another significant threat due to the number of species with high commercial value (e.g. tortoises and lemurs).
Threats to specific ecosystems found in Madagascar: Madagascar contains a variety of ecosystems, each with their own individual threats. Threats include woodcutting for charcoal and firewood, land clearance for mining and agriculture and invasive alien species.

Population and Poverty

Population: 27.6m, 2/3rds rural. Central and eastern coasts inhabited by 50% of the population.
Population growth: 2.68% per annum.
Indigenous Lands: 76% - of which 12% formally recognised by government.
Economy: LDC ranked 162/189 on Human Development Index. Reliant on agriculture, alongside cattle raising and forestry. Cattle supply primary household income for 60% households, and 80% entirely dependent on natural resources.
National Poverty: 69.9%
Regional Poverty (protected areas): 81.1%
Childhood Stunting: 41.6%
Industries: Textiles, clothing, tourism, seafood (shrimp), mining, and subsistence agriculture.
Opportunities: Tourism is a rapidly growing sector (16% GDP in 2019).

Political appetite

HMG: Strong UK diplomatic and development presence in Madagascar aligning with strategic framework for ODA. ICF Madagascar programme (£10.2m) and multiple Darwin Initiative projects in Madagascar.

CBD COP15: Opportunity to demonstrate commitment to biodiversity protection, work together on effective Nature-Based Solutions and support Madagascar in implementing domestic measures to fulfil post-2020 global biodiversity framework objectives.

Leaders' Pledge for Nature (LPN): Opportunity to engage with Madagascar on LPN as currently not signed up.

Africa Strategy: BLF will align with objectives of refreshed strategy, including efforts to safeguard biodiversity and combat the illegal wildlife trade.

Bilateral and multilateral Funding in Madagascar: German Government, USAID, *Global Environment Facility* and *The World Bank* have provided significant contributions to support biodiversity and species conservation projects in the region.

Statement of Sensitivity

All information contained within the Schedule is **Confidential Information** and must as be treated as such. The entire contents of this Schedule are to be treated in accordance with the requirements of the **NON DISCLOSURE AGREEMENT** existing between the Authority and the Tenderer.

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Annex 12: Roles and Responsibilities

This annex sets out the key responsibilities of the varying entities in the delivery of the BLF. This is an indicative list and the Contractor should refer and adhere to the Memorandum of Agreement set out between the Authority, the Contractor, and the Independent Evaluator.

1. Key Responsibilities

The table below sets out a list of key roles and responsibilities of all relevant parties involved in the BLF. Whilst this is not an exhaustive list, it gives an indication of the type and scope of role each relevant party will play.

Table 22: Key Responsibilities

Responsibility	The Authority	Fund Manager	Lead Delivery Partners	Independent Evaluator
Holding contract/grant	Hold contracts with the Fund Manager and Independent Evaluator.	Hold Grant Agreements with all Lead Delivery Partners as the administrator on behalf of the Authority.	Hold contracts/MoUs with its consortium of delivery partners.	Hold contracts with Landscape level evaluators, if necessary.
Procurement	Procures Fund Manager and Independent Evaluator Oversee the Fund Manager's procurement of delivery partners.	Administer the procurement of lead delivery partners, including conducting due diligence on Lead Delivery Partners.	Procure or appoint downstream delivery partners for the consortium including being responsible for due diligence on downstream delivery partners.	Procure relevant Landscape level evaluators, , if necessary.
Programming and activities	Set strategic direction of the BLF Landscape Coordinators to provide support to programmes.	Source Delivery Partners for new activities in the Supplementary Activities requirement	Deliver outputs of projects, as per proposals and project plans.	

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<p>Programme reporting and risk</p>	<p>Review reporting on programme performance and monitoring against milestones prior to releasing funds.</p>	<p>Verify expenditure claims, review audited accounts, provide quarterly financial forecasts and monitor against yearly accounts</p> <p>Collate and coordinate quality reporting and provide a risk management function for the programme</p> <p>Administer payments to Lead Delivery Partners on the Authority's approval</p> <p>Provide on-going financial tracking including verification through spot audits; ensure compliance with grant agreement terms and conditions</p>	<p>Report progress and challenges to Fund Manager</p> <p>Manage risk throughout the consortium</p>	
<p>Relationship management</p>	<p>Liaise directly with Lead Delivery Partners as and when required</p>	<p>Maintain relationships with all Lead Delivery Partners, the Authority and the Independent Evaluator (as set out in the MoA)</p>	<p>Maintain relationships across the consortium and other key stakeholders in the Landscape</p>	<p>Maintain relationships with Lead Delivery Partners and their consortium</p>

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<p>Monitoring, Evaluation and Learning</p>	<p>Decision maker on adaptive programming.</p> <p>Completing programme and landscape annual reviews</p>	<p>Contribute to programme and Landscape level annual reviews if required by the Authority.</p> <p>Cooperate with the Independent Evaluator on monitoring data (as set out in the MoA)</p> <p>Recommend and collate adaptive programming decisions.</p>	<p>Cooperate with the Independent Evaluator</p> <p>Collect and maintain accurate and timely reporting records</p>	<p>Set programme and Landscape evaluation frameworks and questions.</p> <p>Test & recommend changes to ToCs including testing assumptions</p> <p>Complete inception, interim & final evaluations.</p> <p>Recommend adaptive programming decisions.</p>
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Annex 13 : Programme Scoping Exercise

The Authority has contracted a specialist contractor, DAI Global UK Limited, to produce an assessment of the political, economic, social, cultural and environmental factors driving poverty and biodiversity loss in five of the BLF's Landscapes. This analysis will establish the theory of change for significant intervention across these drivers, determining which proposed interventions will have the most significant impact when considered against cost, tailoring as necessary according to the inherent barriers and opportunities in each region.

The scoping exercise is taking place between June and August 2021. This exercise will recommend a suite of targeted interventions in each Landscape, which will form the basis of the Authority's Landscape level business cases. These will, in turn, inform the Contractor's draft Landscape Specifications for the delivery partner competitions that it will administer in January 2022.

DAI Global UK Limited will set out a theory of change for each of the proposed interventions that would contribute significantly to the following:

- a. The reduction of poverty in ways that protect and enhance the environment.
- b. The development of economic opportunities that protect and enhance the environment.
- c. The halting and reversing of biodiversity loss.
- d. A reduction in greenhouse gas emissions through protection of natural carbon sinks.

The Programme Scoping Exercise scoping exercise will identify certain issues in each Landscape that require monitoring throughout the programme lifecycle, for example developments in the timber sector, or progress made by governments on recognising indigenous land rights. It is the responsibility of the in-country staff member in each Landscape to maintain watching briefs on these issues.



Department
for Environment
Food & Rural Affairs

Memorandum of Agreement Biodiverse Landscapes Fund

January 2022



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THIS AGREEMENT is made on xx day of January 2022

BETWEEN

The Secretary of State for Environment, Food and Rural Affairs whose principal offices are at Marsham Street, London, SW1P 4DF address (the “**Authority**”);

AND

[name of **Fund Manager**] of [address] registered in England with company number xx (the “**Fund Manager**”).

AND

[name of **Independent Evaluator**] of [address] registered in England with company number xx (the “**Independent Evaluator**”).

BACKGROUND

This Agreement sets out how the Fund Manager and Independent Evaluator (collectively referred to as the “**Partners**”) will work together to meet the Authority’s objectives. This Agreement describes the roles and responsibilities of the Partners.

This Agreement shall be subordinate to the Overarching Contracts in place between the Authority and the Fund Manager and the Independent Evaluators. The Overarching Contracts shall in all cases take precedence.

This Agreement sets out the principles which shall govern the relationship between the Authority and the Partners including their respective obligations and rights.

IT IS AGREED as follows:

DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires, a reference to:

“**Agreement**” means this document, including all schedules and appendices hereto. Any schedule or appendix is an integral part of this Agreement and shall be interpreted accordingly;

“**Authority Data**” means the data text drawings diagrams images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which are:

- a) supplied to the Partner by or on behalf of the Authority; or
- b) which the Partner is required to generate, process, store or transmit pursuant to the Agreement; or

c) any Personal Data for which the Authority is the Controller;

“**BLF**” means the Biodiverse Landscapes Fund

“**CEDR**” means Centre for Effective Dispute Resolution

“**Confidential Information**” means any information which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, intellectual property rights, know-how, personnel, Authorities and suppliers of either Party and all Personal Data;

“**Controller, Processor, processing, Data Subject, Personal Data, Data Protection Officer**” take the meaning given in the UK GDPR or, in respect of processing of personal data for a law enforcement purpose to which Part 3 of the DPA 2018 applies, the meaning in that Part if different;

“**Data Protection Legislation**” means (i) the UK GDPR; (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;

“**Delivery Profile**” means the detailed timetable for outputs in Appendix 1;

“**DPA 2018**” means the Data Protection Act 2018;

“**EIR**” means the Environmental Information Regulations 2004;

“**FOIA**” means the Freedom of Information Act 2000;

The “**Landscapes**” means the collection of countries that the Biodiverse Landscapes Funds shall work in;

“**Law**” means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;

“**Overarching Contracts**” means the agreements between the Authority and the Fund Manager dated xxx and Independent Evaluator dated xxx for the provision of services;

The “**Partners**” means the Fund Manager AND the Independent Evaluator;

A **“Party”** means any party to this Agreement individually and **“Parties”** refers to all of the parties to this Agreement collectively. A Party shall include all permitted assigns of the Party in question;

“Personal Data” has the same meaning as that, which is given in Article 4(1) of the UK GDPR;

“Project” means the project which this Agreement is intended to deliver;

“UK GDPR” means [Regulation \(EU\) 2016/679](#) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4) of the DPA 2018); and

“Working Day” means a day (other than a Saturday or Sunday or a public holiday in the UK).

PRINCIPLES OF THE RELATIONSHIP

2.1 The Parties shall work together in delivering the Project and in particular shall perform their respective obligations to the timetables set out in the Project Schedule.

2.2 The Parties shall each be responsible for meeting their own obligations within the Overarching Contracts.

2.3 None of the Parties shall be entitled to impose any duties or responsibilities on other Parties beyond those set out in this Agreement.

DURATION

3.1 This Agreement shall be effective from the date of its execution and shall continue until termination in accordance with clause 19.

RESOURCES

4.1 The Parties shall provide the resources identified in the schedule as being their responsibility to provide.

4.2 If any of the individuals named as a resource being provided by a Party is unavailable for whatsoever reason, that Party shall offer an alternative member of staff with equivalent skill sets to the reasonable satisfaction of the other Party.

FUNDING ARRANGEMENTS

5.1 This Agreement does not give rise to any financial obligations.

FUTURE SERVICES

8.1 On or before completion of the Project, the Parties shall act reasonably in agreeing any ongoing service delivery and support or, if applicable, co-operate to arrange a third party to so deliver any ongoing service and/or support.

FURTHER ASSURANCE

9.1 The Authority and the Partners shall promptly execute and deliver all such documents and do all such things as may from time to time be reasonably required for the purpose of giving full effect to the provisions of this Agreement.

VARIATION AND WAIVER

10.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

10.2 No delay by the Authority in exercising any provision of this Agreement constitutes a waiver of such provision or shall prevent any future exercise in whole or in part.

SUCCESSORS AND ASSIGNS

11.1 The agreements reached between the Parties pursuant to this Agreement shall continue for the benefit of the Authority's successors and assigns.

11.2 The Partners cannot assign, sub-contract or in any other way dispose of the Agreement or any part of it to any person, firm or company without the prior written consent of the Authority.

NOTICES

12.1 Any notice or other communication required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each Party required to receive the notice or communication as set out below:

Authority (Contract Manager): Hannah Boyne, Foss House, Peasholme Green, York,

Authority (Procurement Manager): Tom Redfearn, Lateral House, 8 City Walk, Leeds, LS11 9AT

Fund Manager: [CONTACT NAME AND ADDRESS]

Independent Evaluator: [CONTACT NAME AND ADDRESS]

or as otherwise specified by the relevant Party by notice in writing to the other Parties.

12.2 Any notice or other communication shall be deemed to have been duly received:

12.2.1 if delivered personally, when left at the address and for the attention of the contact referred to in clause 12.1; or

12.2.2 if sent by pre-paid first-class post or recorded delivery, at 11.00 am on the second Working Day after posting; or

12.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

12.3 A notice or other communication required to be given under this Agreement shall be validly given if sent by email. Notice sent via email must clearly state the email is a notice pertinent to this Agreement.

12.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

AUTHORITY Data

13.1 N/A

RIGHT TO PUBLISH

14.1 The Partners acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the EIR or FOIA, the content of this Agreement is not Confidential Information for purposes of this Agreement except as set out below in clause 15. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the EIR or FOIA. Notwithstanding any other term of this Agreement, the Partners hereby give their consent for the Authority to publish the Agreement in its entirety (but with the redaction of any information exempt

from disclosure in accordance with the provisions of the EIR or FOIA), including from time to time agreed changes to the Agreement, to the general public.

14.2 The Authority may consult with the Partners to inform its decision regarding any right to publish or exemptions, but the Authority shall have the final decision in its absolute discretion.

CONFIDENTIALITY

15.1 The Parties acknowledge that pursuant to this Agreement, Confidential Information may be disclosed between the Parties but that only the Authority in its absolute discretion has the right to publish such information to the wider public. In consideration of the provision of such Confidential Information, each Party undertakes to the other:

15.1.1 to keep secret and confidential all Confidential Information disclosed to it, (including its employees, agents or advisers) by or on behalf of another in relation to the agreement or the business of the other Party which is of a confidential nature and not to use such Confidential Information for any purpose other than for the purposes of this Agreement; and

15.1.2 not to disclose to any third party (other than its professional advisers or as required by law or any competent regulatory authority) any such Confidential Information other than that which comes into the public domain other than by breach of the undertakings contained in this clause 15.

15.2 These confidentiality undertakings shall subsist indefinitely so far as permissible by law.

15.3 The obligations of confidentiality set out in this clause 15 shall not apply to information already known to either Party or information in the public domain (in each case other than through a breach of a confidentiality undertaking) or information required to be disclosed by law.

INTELLECTUAL PROPERTY RIGHTS

16.1 All intellectual property rights in any information or material introduced by a pursuant to this Agreement shall remain the property of the Party that owned such intellectual property rights prior to such introduction. The Partners shall grant the Authority a non-exclusive licence to use, publish and enable others to use all such pre-existing information and materials supplied under this Agreement, including any intellectual property rights in the same, in perpetuity.

16.2 The Partners grant the Authority an irrevocable non-exclusive licence to any of its existing intellectual property rights as are necessary for the Authority to make use of the Project's deliverables including any arising intellectual property rights and for the Authority to allow others to make use of the Project's deliverables including any arising intellectual property rights.

16.3 Any new or future intellectual property rights arising from or as a result of the Project shall be owned by the Authority.

16.4 The Authority grants the Partners an irrevocable non-exclusive licence to the arising intellectual property rights for Non-Commercial purposes.

16.5 The Partners shall do, or procure to be done, all such further acts and things and the execution of all such other documents as may from time to time be required for the purpose of ensuring all new and future intellectual property rights arising from the Project vested in the Authority.

16.6 The Partners agree to waive any moral rights in the intellectual property pursuant to this clause 16, and agree not to institute, support or maintain or permit any action or claim to the effect that any treatment, exploitation or use of such intellectual property rights or other materials, infringes its moral rights.

INFORMATION

EIR AND FOIA

17.1 The Partners acknowledge that the Authority is subject to the requirements of the EIR and FOIA and the Partners shall assist and co-operate with the Authority as necessary to comply with these requirements. Once a request from the Authority to a Partner is made, the Partner shall comply by searching and supplying the required information within the time the Authority specifies.

17.2 In responding to a request for information, including information in connection with the Project, the Authority shall use reasonable endeavours to consult with the relevant Party. Notwithstanding this, the Partners acknowledge that the Authority may disclose information without consultation, or following consultation with the relevant Party having taken its views into account.

17.3 The Partners shall ensure that all information produced in the course of the Project or relating to the Agreement is regularly documented and maintained for programme accountability and audit purposes and shall provide all necessary assistance as reasonably requested to enable the Authority to respond to a request for information within the time for compliance and shall permit the Authority to inspect such records as requested from time to time.

DATA PROTECTION

17.4 The Parties agree to comply with the Data Protection Legislation. In particular the Parties agree to comply with the requirements of [the Data Processing Terms at 0 in respect of Personal Data of which one Party is the Controller and the other is the Processor (as identified in Appendix 2)

LIABILITY

18.1 The Authority's total liability arising under, or in connection with, this Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to £5 (FIVE POUNDS).

18.2 The Partners' total liability arising under, or in connection with, this Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to £5 (FIVE) pounds.

18.3 No Party excludes or limits liability to the other for:

- death or personal injury caused by its negligence;
- fraud or fraudulent misrepresentation;
- any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- any other matter which, by law, may not be excluded or limited.

Subject to clause 18.3, no Party shall be liable to another Party for:

- any indirect, special or consequential loss or damage; or
- any loss of profits, turnover, business opportunities, savings or damage to goodwill (whether direct or indirect).

TERMINATION

19.1 This Agreement shall terminate when either of the Overarching Contracts held between the Authority and the Fund Manager or Independent Evaluator terminates.

CONSEQUENCES OF TERMINATION

20.1 On termination of the Agreement each Party shall comply with the requirements set forth in the Overarching Contracts.

RECONCILIATION OF DISAGREEMENT

21.1 Disputes between the Authority and a Party shall be resolved in line with the Overarching Contract.

21.2 Disputes between the Partners in connection with this Agreement shall normally be resolved amicably at a working level. In the event of failure to reach consensus between the Partners, such failure shall be handled in the following manner:

21.2.1 the dispute shall, in the first instance, be referred to the Authority's Contract Manager or manager in the organisation of similar standing and the Partners' contract manager for resolution at a meeting to be arranged as soon as practicable after the failure to reach consensus arises, but in any event within ten (10) Working Days;

21.2.2 if the dispute cannot be resolved in accordance with clauses 21.2 and 21.2.1 above within ten (10) Working Days after such referral, or within any other period agreed between the Parties, the dispute shall be referred to the Authority's Procurement Manager for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within ten (10) Working Days;

21.2.3 if the dispute has not been resolved following a referral in accordance with clause 21.2.2 then the Parties shall settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR.

ANNOUNCEMENTS

22.1 The Parties shall not make, or permit any person to make, any public announcement concerning the Project (whether before, at or after completion) except as required by law or with the prior written consent of the Authority.

22.2 In accordance with government restrictions on marketing and advertising expenditure by public bodies, no part of this Project may be used for such activities.

GENERAL

23.1 The Parties do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

23.2 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

23.3 No Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from

circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Parties in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

23.4 The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

23.5 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

23.6 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

23.7 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

GOVERNING LAW

24.1 The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Each Party hereby confirms its agreement to the terms contained in this Agreement.

Signed on behalf of the
AUTHORITY:

Print Name:

Job Title:

Date:

Signed on behalf of the

Signed on behalf of the **FUND**
MANAGER:

Print Name:

Job Title

Date:

INDEPENDENT EVALUATOR:

Print Name:

Job Title:

Date:

PROJECT SCHEDULE

This Agreement sets out the relationships between the Partners in order to ensure both the Fund Manager and the Independent Evaluator can effectively fulfil their obligations of the Overarching Contracts.

1. PROJECT DESCRIPTION

- 1.1. The purpose of this Agreement is to support the Partners in fulfilment of their obligations of the Overarching Contracts.
- 1.2. This Agreement describes how the Partners shall collaboratively work together. This Agreement details what and how products, information and resources will be shared between the Partners.
- 1.3. Principles underlying the working of the partnership are transparency and collaboration.
- 1.4. The Biodiverse Landscapes Fund (BLF) shall deliver three overarching outcomes relating to: (i) reducing poverty levels for the people living in, and dependent upon the landscapes, (ii) the management and governance of specified areas of land (the landscape), both within and across national borders, and (iii) the ecosystems, biodiversity and natural resources therein.

2. OBJECTIVES OF THE COLLABORATION BETWEEN THE PARTIES

- 2.1. The objectives of the collaboration between the Partners are set out below, with specific outputs and outcomes identified in the Delivery Profile in Appendix 1.
- 2.2. Ensure effective and collaborative working between the Fund Manager (inclusive of all Lead Delivery Partners appointed by the Fund Manager) and the Independent Evaluator;
- 2.3. Ensure the Authority's expectations for how the Partners shall work together is clearly communicated;
- 2.4. Ensure the Partners share Information, products and resources in a timely manner. This will enable both the Fund Manager and Independent Evaluator to meet their obligations of the Overarching Contracts. These include but are not limited to:
 - a. The transfer of data to allow for project and programme accountability.
 - b. The connection of knowledge and skills.

- c. Effective communication for the development and betterment of the programme delivery and wider impacts.

3. RESOURCES

- 3.1. The Fund Manager is to ensure that all monitoring data from Lead Delivery Partners is submitted to the Fund Manager's project management e-platform, and that the data is in line with the requirements of the UK International Development Assistance Act 2015.
- 3.2. The Fund Manager is to ensure the Independent Evaluator has access to the relevant information held on the e-platform to ensure the Independent Evaluator can effectively fulfil their obligations of the Overarching Contracts such as the evaluation activities.

4. TIMETABLES AND REPORTING

- 4.1. Specific outputs for the agreement and timescales for their delivery are set out in the Delivery Profile in Appendix 1. The Delivery profile identifies the Partner organisation who are responsible for reporting progress towards delivery. The Delivery profile also sets out the anticipated products that will be shared between the Parties.
- 4.2. As both Parties shall collaborate through the learning cycles, the scope and inputs are set out in Appendix 2.
- 4.3. The Independent Evaluator shall use a traditional evaluation approach to independently assess impact, process and Value for Money across the programme at the mid and final time points of the programme. However, throughout the programme the Independent Evaluator shall also use a developmental evaluation approach to produce evidence to help inform decisions within the learning cycles. More information is provided in Appendix 3.
- 4.4. Quarterly meetings between the Fund Manager and Independent Evaluator shall be documented in the form of minutes, to be submitted to the Authority no later than 5 (FIVE) working days after the meeting. The meeting agenda shall include progress, challenges and risks. Minutes must be maintained and submitted by the Fund Manager. Each party must provide their own assessment.
- 4.5. An assessment of the working relationship must be submitted to the Authority on the annual anniversary of this MoA.

5. DISTINCTIVE RESPONSIBILITIES OF THE AUTHORITY

- 5.1. The Authority shall:

- a. decide which recommendations from the Independent Evaluator that the Fund Manager shall implement;
- b. approve the developmental evaluation products that the Independent Evaluator shall develop;
- c. settle any arising disputes from the Partners as a result of this Agreement in accordance with clause **xx**; and
- d. review progress of contracts and meeting minutes.

6. DISTINCTIVE RESPONSIBILITIES OF THE PARTNERS

6.1. The Partners shall:

- a. Meet on a quarterly basis to discuss the following:
 - a. updated monitoring data and progress of logframes and Key Performance Indicators;
 - b. real-time review of the developmental evaluation products; and
 - c. recommended adaptive changes that shall be submitted to the Authority's annual learning Programme Board.
- b. The Partners shall take alternate turns in minuting this meeting. Minutes must be provided to the Authority's Contract Manager within ten (10) Working Days of the quarterly meeting.

7. DISTINCTIVE RESPONSIBILITIES OF THE FUND MANAGER

7.1. The Fund Manager shall:

- a. provide a named representative to act as a single point of contact for the Parties;
- b. ensure appropriate records are kept and that these records are available for audit purposes if necessary;
- c. organise and set the agenda of the quarterly meeting between themselves and the Independent Evaluator and facilitate discussion between the Partners;
- d. represent Lead Delivery Partners as and when needed;
- e. Invite the Independent Evaluator to any quarterly meeting between themselves and the Lead Delivery Partner as necessary;

- f. develop a robust framework for communication and reporting between the Independent Evaluator, the Fund Manager, in-country landscape coordinators, and the Lead Delivery Partners;
- g. develop the rhythm and structure of the learning cycles;
- h. provide the Independent Evaluator with the following information and products in a timely manner, this shall include:
 - i. the Fund Manager shall implement standardised methods set by the Independent Evaluator for aggregating and reporting data across landscapes;
 - ii. ensuring data is clean and available to the Independent Evaluator to ensure progress can be mapped and aggregated against the logframe(s) milestones and KPIs;
 - iii. the Fund Manager shall make the Independent Evaluator aware of any changes, risks at the landscape level that would impact on relevant indicators that the Independent Evaluator would be investigating at both landscape and programme level;
 - iv. provide additional evidence collected through the Lead Delivery Partners that would enhance the ability of the Independent Evaluator to fulfil contractual obligations (such as monitoring progress against the logframes / Key Performance Indicators at the landscape level);
 - v. provide justification (data and/or evidence or lack of) on an ongoing basis to substantiate the development and implementation of the Independent Evaluator's developmental evaluation products;
 - vi. The Fund Manager shall set up the BLF website. The Fund Manager is responsible for maintaining the BLF website and uploading accessible learning products including lessons learnt and best practice. The Independent Evaluator shall be able to submit appropriate evaluation products to the Fund Manager, who shall upload them on the Independent Evaluator's behalf. The Authority has ultimate right of approval regarding the scope of products uploaded onto the BLF website;
- i. make adaptive programming recommendations to the Authority at the annual Learning Programme Board; and
- j. ensure the implementation of adaptive changes across the relevant landscapes, and ensure the implementation of adaptive changes are communicated clearly to the Independent Evaluator.

8. DISTINCTIVE RESPONSIBILITIES OF THE INDEPENDENT EVALUATOR

8.1. The Independent Evaluator shall:

- a. Provide the Fund Manager with the following information and products in a timely manner:
 - i. meet with the Fund Manager on a quarterly basis to collaboratively agree on the scope and objectives of the evidence required to make informed adaptive decisions;
 - ii. deliver developmental evidence and data. This shall include, where possible, gathering and interpreting data, framing issues, surfacing and testing model developments to offer feedback and evidence to the Fund Manager as the programme unfolds. This may be rapid, real-time feedback but the time span / feedback timescale must be discussed and agreed by each Party and put forward to the Authority by the Independent Evaluator. The products must be user friendly and nurture learning. These products may then be submitted to the Fund Manager to be uploaded onto the BLF website, at the approval of the Authority;
- b. present, if required, at the annual learning meetings and the Authority's annual Learning Programme Boards. This may include:
 - i. Key lessons learnt especially looking at the landscape level aggregation of data and impact to the programme;
 - ii. Results and knowledge from the Suppliers evidence on cross cutting themes;
 - iii. Synthesis of evidence and data gathered; and
 - iv. Inclusion of key stakeholder and experts' input.
- c. ensure data established during baselining, is clean and submitted to the Fund Manager and Lead Delivery Partners to ensure progress can be mapped and aggregated against the logframe milestones and Key Performance Indicators;
- d. make decisions on which data shall be collected at the programme level with the Authority during the BLF's inception phase. Any adjustments shall be discussed in partnership with the Fund Manager and decided at the annual learning cycle points thereafter, for which the Authority has ultimate decision-making authority;
- e. decisions on which data shall be collected at the landscape level will be initially proposed by the Lead Delivery Partner and refined with the Independent Evaluator during the landscape projects' inception phases. Any adjustments shall be discussed in partnership between the Fund Manager and the Independent Evaluator and decided at the annual learning cycle points thereafter for which the Authority has ultimate decision-making authority;

- f. the IE shall test the assumptions of the programme and landscape level Theory of Change (ToC), programme level logframe and report these to the Authority. This information shall be made available to the Fund Manager within the annual learning cycle;
- g. the Independent Evaluator's annual progress report detailing progress update on the programme level ToC, logframe milestones and KPIs and issues regarding landscape data aggregation or additional primary/secondary data collection. This report will be submitted to the Authority and made available to the Fund Manager;
- h. refine landscape level ToC on an annual basis, in partnership with the Fund Manager and the Authority. This shall be based on the evidence presented within the evaluation reports and products, research studies, monitoring activities and lessons learned across the programme;
- i. the Mid-term and final evaluation products shall be made available to the Fund Manager after submission to the Authority;
- j. provide a named representative to act as a single point of contact for the Parties;
- k. ensure appropriate records are kept and make these records available for audit purposes if necessary;
- l. submit adaptive programming recommendations ahead of the Authority's annual Learning Programme Board. An adaptive programming meeting per landscape shall be organised by the Fund Manager and held one month prior to the Authority's annual Learning Programme Board. The meeting will be a forum in which the Partners and other key stakeholders will discuss and collate recommendations. The Fund Manager must submit two sets of recommendations per landscape: first shall be the agreed recommendations from the meeting, and second shall be the recommendations that have been discounted during the meeting.

APPENDIX 1

DELIVERY PROFILE FOR November 2021 – December 2029

Deliverable	Delivering Partner Responsible	Date for completion / rate of recurrence *	Receiving Partner
Introductions of Lead Delivery Partners to IEs	Fund Manager	Inception	Independent Evaluator / Lead Delivery Partners
Inception & Baseline Reports	Independent Evaluator	Inception	Lead Delivery Partners / Fund Manager / the Authority
Monitoring e-platform	Fund Manager	Inception	Lead Delivery Partners / Independent Evaluator
Monitoring data	Fund Manager	Quarterly	Independent Evaluator
Learning Cycle(s) Scope	Fund Manager	Inception	Lead Delivery Partners / Independent Evaluator / the Authority
Stakeholder Learning Event	Fund Manager	Inception, Annual (in each landscape),	Lead Delivery Partner / Independent Evaluator / the Authority
BLF website	Fund Manager	Regular uploads	The Authority / wider stakeholders
Learning / knowledge product(s)	Independent Evaluator	Annually	Fund Manager / Lead Delivery Partner
Adaptive programming recommendations	Fund Manager (input from Independent Evaluator)	Quarterly - Annually	The Authority
Mid-term evaluation	Independent Evaluator	Ca. June 2025	The Authority
Midterm learning event	Fund Manager	2025	Lead Delivery Partners / Independent Evaluator / the Authority

* With regards to rates of recurrence which are listed as annually or quarterly the deliverable must be provided within 10 working follow the end of the period. Annually and quarterly shall run in line the Authority's financial year (1 April – 31 March).

Appendix 2

Learning cycles

There shall be two learning cycles:

- 1) Quarterly cycle which shall be focussed on accountability and assess progress on the activities and outputs of the ToC and logframes
- 2) Annual cycle which shall be focussed on progress made on outcomes, synthesised learning across the programme, reviewing ToC assumptions and broader programmatic questions.

The indicative inputs for both learning cycles are shown below. The delivering Partner responsible for each input is indicated within the [square brackets]:

Cycle	Scope	Inputs [Delivering Partner*]
Quarterly	<p>Accountability of progress against landscape level logframes and ToC</p> <p>Proposition to scale up/down areas identified (risks/ opportunities)</p> <p>Discuss potential adaptive changes to present to Programme Board</p>	<p>Updated monitoring data / monitoring reports [Fund Manager]</p> <p>Updated progress reports [Fund Manager & Independent Evaluator]</p> <p>Update / review the developmental evaluation product(s) [Independent Evaluator]</p>
Annual	<p>Wider programmatic learning and identify possible unexpected results</p> <p>Progress on programme level ToC and logframes</p> <p>Identify and review what is enough evidence for key decision points and changes to the ToC, logframe and KPIs at both programme and landscape levels.</p> <p>Review management and governance arrangements</p>	<p>Annual monitoring reports [Fund Manager]</p> <p>Synthesised developmental evidence and products [Independent Evaluator]</p> <p>Political, Economic Analysis [Landscape Coordinator – in country staff member]</p> <p>Testing ToC assumptions [Independent Evaluator]</p> <p>Feedback from stakeholders / communities [Fund Manager & Independent Evaluator]</p>

Mid-term learning event (one-off event)	<p>Landscape-landscape learning</p> <p>Stakeholder feedback and participation</p> <p>Showcase BLF progress</p>	<p>Mid-term evaluation [Independent Evaluator]</p> <p>Synthesised developmental evidence and products [Independent Evaluator]</p> <p>Stakeholder and community inputs [Fund Manager & Independent Evaluator]</p> <p>Lead Delivery Partners learning [Fund Manager]</p>
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LC = Landscape Co-ordinator (in-country staff)

Appendix 3

Developmental Evaluation Products

The Independent Evaluator shall generate evidence and learning products (developmental evaluation) to shape and adapt the programme to reflect implementation experience, developing innovative approaches and activities as needed. The purpose of these products is to provide feedback and generate learning in complex and emergent situations. The real-time feedback through quarterly meetings with the Fund Manager shall enable adaptive learning to take place and inform development. The approach is flexible as the methodology and scope will evolve as understanding of the situation deepens and progress can be monitored.

To develop these products the Independent Evaluator shall use the quarterly meetings to discuss the opportunities and gaps in knowledge identified and develop methodologies in consultation with the Fund Manager and/or Lead Delivery Partners. These products will feed directly back into the learning cycles to help provide the basis for strategic programming decisions and adapt the programme accordingly.

We expect at a minimum of one product per landscape per year, however the scope and timeframe may run over multiple years depending upon the needs of the programme as determined by the Independent Evaluator. The approach shall be approved by the Authority.

Appendix B Data Processing Terms

DEFINITIONS

Terms defined in this Agreement have the same meaning for the purposes of this Appendix and, in addition, the following terms have the following meanings:

Controller, Processor, processing, Data Subject, Personal Data, Data Protection Officer take the meaning given in the UK GDPR or, in respect of processing of personal data for a law enforcement purpose to which Part 3 of the DPA 2018 applies, the meaning in that Part if different;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

Data Subject Rights Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation in respect of their Personal Data;

Personal Data Security Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;

Processor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Agreement;

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

Sub-processor: any third party appointed to process Personal Data on behalf of that Processor related to this Agreement;

8.2. REQUIREMENTS OF PARTIES TO THIS AGREEMENT

Where there is a Controller-Processor relationship, each Party shall co-operate with the other Party to complete Schedule 1 to this Appendix prior to entering into the relationship.

8.3. DATA PROTECTION – WHEN ONE PARTY IS CONTROLLER AND THE OTHER PARTY IS THE PROCESSOR

Schedule 1 identifies the Party acting as Controller and the Party acting as Processor for Personal Data processed under this Agreement. Subject to paragraph 3.4 (a), the only processing that the Processor is authorised to do is listed in Schedule 1 by the Controller and may not be determined by the Processor.

The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment in respect of any processing. Such assistance may, at the discretion of the Controller, include:

- a systematic description of the envisaged processing operations;
- an assessment of the necessity and proportionality of the processing operations in relation to the Project;
- an assessment of the risks to the rights and freedoms of Data Subjects; and
- the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- process that Personal Data only in accordance with Schedule 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- ensure that it has in place Protective Measures, which are appropriate to protect against a Personal Data Breach, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - nature of the data to be protected;
 - harm that might result from a Personal Data Breach;
 - state of technological development; and
 - cost of implementing any measures;
 - ensure that :
 - the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
- it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - are aware of and comply with the Processor's duties under this paragraph;
 - are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - have undergone adequate training in the use, care, protection and handling of Personal Data

- not transfer Personal Data outside the UK or the EEA, including by cloud computing, unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or Chapter 5 of the DPA 2018) as determined by the Controller;
 - the Data Subject has enforceable rights and effective legal remedies;
 - the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- Subject to paragraph 3.6, the Processor shall notify the other Party without delay if it, in connection with Personal Data processed under this Agreement:
 - receives a Subject Request (or purported Subject Request);
 - receives a request to rectify, block or erase any Personal Data;
 - receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - receives any communication from the Information Commissioner or any other regulatory authority;
 - receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - becomes aware of a Personal Data Breach, such notification in any event to be within 24 hours of becoming aware of the Personal Data Breach.

The Processor's obligation to notify under paragraph 3.5 shall include the provision of further information to the Controller in phases, as details become available.

Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation in connection with Personal Data processed under this Agreement and any complaint, communication or request made under paragraph 3.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- the Controller with full details and copies of the complaint, communication or request;
- such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Rights Request within the relevant timescales set out in the Data Protection Legislation;

- the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- assistance as requested by the Controller following any Personal Data Breach;
- assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Appendix B. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- the Controller determines that the processing is not occasional;
- the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR
- the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects; or
- the processing is processing to which Part 3 of the DPA 2018 applies

The Processor shall allow for audits of its Personal Data processing activity by the Controller or the Controller's designated auditor.

The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

- notify the Controller in writing of the intended Sub-processor and processing;
- obtain the written consent of the Controller;
- enter into a written agreement with the Sub-processor which give effect to the terms set out in this Appendix B such that they apply to the Sub-processor; and
- provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable Controller to Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

8.4.RECORDS

Each Party shall maintain complete and accurate records and information to demonstrate its compliance with this Agreement and the Data Protection Legislation.

Each Party shall provide the other full access to the other Party's data security and privacy procedures relating to Personal Data.

Schedule 1 - Details of Personal Data Exchange

The contact details of the Controller Data Protection Officer are:

data.protection@defra.gov.uk

The contact details of the Processor Data Protection Officer are:

For the Fund Manager: [xxxx]

For the Independent Evaluator: [xxxx]

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Controller and Processor are: Controller: The Authority Processor(s): The Fund Manager and Independent Evaluator
Project Name and Subject Matter of the Processing	The processing of personal data is to evaluate the effectiveness of the Authority's Official Development Assistance with the regards to the Biodiverse Landscapes Fund. This shall enable the Authority to take any required adaptive programming decision and capture any lessons learnt for future Official Development Assistance programmes.
Duration of the processing	9 years, with options for a 36 month extension.
Nature and purposes of the processing	<i>To be determined once the Lead Delivery Partners are in place, and once the Independent Evaluator has their methodology and evaluation approach and questions approved by the Authority.</i>

<p>Type of Personal Data (including identifying any special category data or data relating to criminal convictions and offences)</p>	<p><i>To be determined once the Lead Delivery Partners are in place, and once the Independent Evaluator has their methodology and evaluation approach and questions approved by the Authority.</i></p>
<p>Categories of Data Subject</p>	<p><i>To be determined once the Lead Delivery Partners are in place, and once the Independent Evaluator has their methodology and evaluation approach and questions approved by the Authority.</i></p>
<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p><i>To be determined once the Lead Delivery Partners are in place, and once the Independent Evaluator has their methodology and evaluation approach and questions approved by the Authority.</i></p>
<p>Transfers to third countries or international organisations</p>	<p>Data shall be gathered in approximately 19 foreign nations. Data will be transferred to the UK once gathered and remain in the UK until destroyed.</p>
<p>Legal Basis for Processing</p>	<p>Consent: the individual has given clear consent for the Parties to process their personal data for a specific purpose.</p> <p>OR</p> <p>Contract: the processing is necessary for a contract the Controller has with the individual, or because they have asked you to take specific steps before entering into a contract.</p> <p>OR</p>

	Public task: the processing is necessary for you to perform a task in the public interest or for your official functions (i.e. official authority vested in you), and the task or function has a clear basis in law.
Special Terms	N/A

Section 1: Concept Note

1) Describe how the proposed activities, including revised or added activities as a result of reinvesting resource into programming, meet the aims and objectives of the project.

In line with the wider BLF programme aims, our consortium draws on >100 years of experience of community-based conservation and development across a diverse portfolio of sites in Madagascar to address both the proximate and underlying drivers of biodiversity and ecosystem loss and degradation, as well as local poverty. Specifically, in Madagascar, our proposal supports wider BLF objectives by reducing deforestation, ecosystem degradation and biodiversity loss within Madagascar's protected area network (SAPM) and focussing on landscapes adjacent to parks and reserves with significantly reduced natural resources. We will help build management and monitor capacity, tackle poverty and scale-up long term sustainable management to develop a model that can be implemented more widely nationally and internationally. Whilst Madagascar's biodiversity and development challenges are unique, we are confident that our successes and learning outcomes will be applicable across BLF landscapes and related conservation efforts.

Both the BLF and our proposal recognise that sustainable conservation of protected areas (PAs) is inextricably linked to the people in the surrounding landscape. If they adequately value the PA and are able to access the natural goods and services they need from the surrounding landscape in a sustainable way, then protection will likely be secure. However, if the PA represents a resource-rich island in a landscape of critically compromised natural capital, it will inevitably be subjected to increasing pressure, and the biodiversity and carbon it holds will be eroded, along with the ecosystem services it provides, whilst dependent livelihoods will become increasingly vulnerable.

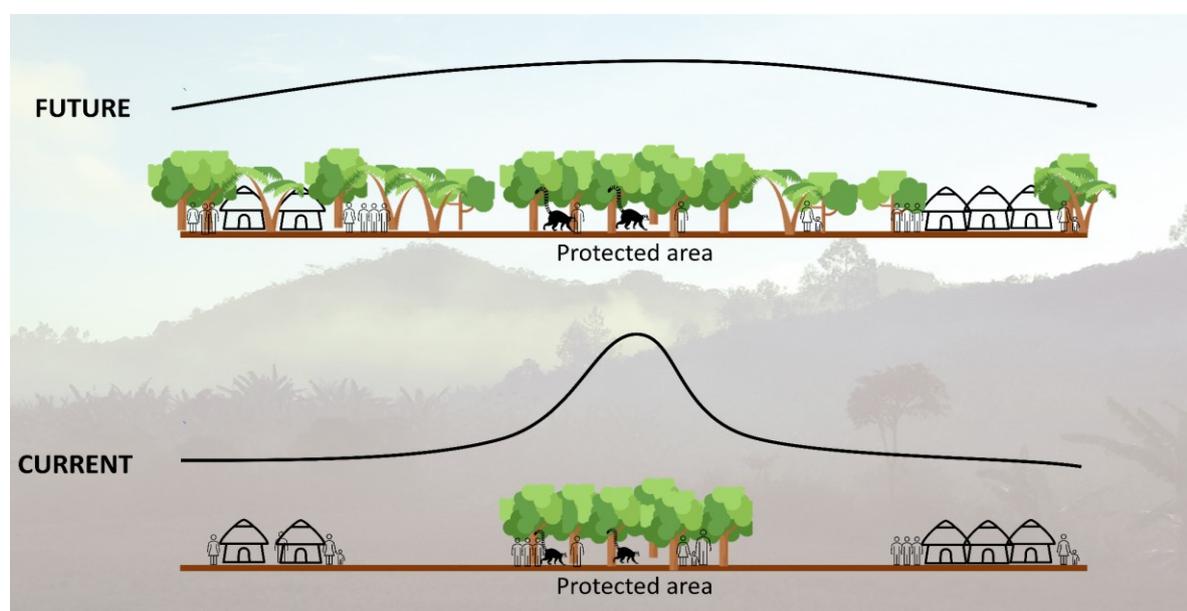


Fig 1. Protected areas currently represent islands of natural capital in a heavily degraded landscape. Our proposal seeks to reduce pressure on core protected areas by restoring the surrounding natural capital and improving livelihoods.

Our proposal uses a holistic approach centred on community-based conservation, seeking to increase natural capital as a means to achieve long-term sustainability. Drawing from over 100 years of combined community-based conservation experience in Madagascar and mobilising a predominately Malagasy team (>80% of staff) and long-term trust built at each project site, we will instigate and facilitate a fully inclusive process to demonstrate how residents living near PAs can sustainably improve their livelihoods and thereby reduce poverty through improved productivity, even under periods of increased environmental and socio-economic stress, while simultaneously respecting and supporting forest protection. While Madagascar's biodiversity enriches the lives of all humanity, poor rural Malagasy must not be the ones who pay the cost of its conservation. Using this approach, we aim to protect and restore PAs within Madagascar to ensure provision of myriad ecosystem services that will continue to feed and support communities in the future.

Project outcomes (see list of key outcomes below) will directly support Malagasy government commitments to international climate and biodiversity targets, including forest restoration and avoided carbon emissions. For example, project outputs and ecosystem services arising from them will enable and impact Madagascar's contribution to at least the following SDGs via specific work packages (WPs): SDG 1 (No Poverty), WPs4, 5, 7 & 8; SDG 2 (Zero Hunger), WP7; SDG 3 (Good Health and Wellbeing), WPs7 & 9; SDG 5 (Gender equality) WP1 & LTS/CARE will lead on tracking our impact on gender, underrepresented and vulnerable groups; SDG.6 (Clean Water and Sanitation), WP3; SDG 8 (Decent work and economic growth) WPs4 & 7; SDG 10 (Reduced inequalities) WP1; SDG 12 (Responsible consumption and production) WPs2 & 3, SDG 13 (Climate Action), WP7; SDG 15 Life On Land all but especially WP4; SDG 17 Partnerships for the goals, the consortium is a partnership and will form more partnerships to deliver goals e.g. via WPs10, 11 & 12. Progress towards Aichi Biodiversity targets (albeit that the 2020 deadline has passed) will be generated for Target 7 (Agriculture and Forestry managed sustainably, conserving biodiversity) by WPs 4 & 7, which is a key outcome of the project. In the case of Target 11 (17% of terrestrial land area conserved especially areas high in ES provision or biodiversity importance), the project will provide direct support to conservation of 9 SAPM protected areas ranging from 470 to 210,000 Ha and a scalable model for the SAPM network as a whole to become a network of landscapes conserving biodiversity that are sustainable, ecologically, socially and financially resilient, and that support and are surrounded by rich ecosystem services. As regards Madagascar's climate targets, project conservation agriculture and climate-smart agriculture (WP4 and 7), restoration and agroforestry (WP4), and overall avoided deforestation will generate progress towards its UNFCCC target (reducing emissions of GHG by 14% by 2030). The project employs a protected area-focussed, bottom-up and community-led strategy complementary to that inherent in the recent World Bank Forest Carbon Partnership Facility (FCPF) agreement signed by Madagascar in February 2021.

Our extensive in-country staff and track record of policy engagement place us in a key advocacy position to interact with stakeholders and decision makers. We will engage the Malagasy Government from project inception to ensure that relevant ministries and departments are informed of project goals, approach, and outputs, and to offer input to internal policy formulation and decision-making.

Key outcomes

1. Local stakeholders develop an inclusive, consensual vision and plan for the sustainable management of natural resources in their landscape.
2. Local communities, with support from partners, effectively manage forested areas, including conservation of the local PA and sustainable use of natural resources in the broader landscape.
3. Food security, financial independence, and reproductive health are improved as a result of increased access to sustainable livelihood opportunities and community health services.
4. Effective management of forests, improved livelihoods, and food security result in reduced deforestation rates, protection of globally threatened biodiversity, and a net increase in carbon storage.
5. Knowledge of an improved approach for community-based PA management is built and shared throughout the SAPM network and all its stakeholders.
6. Key evaluation and learning outcomes shared across the BLF programme.

Our revised budget has reinvested £284, 840 from MEL into delivery activities, predominantly focusing on forest restoration, climate smart agriculture and community based patrols of protected areas (see Section 4).

2) Outline the proposed delivery plan of the proposal.

The consortium comprises five international organisations headquartered outside Madagascar with in-country offices and long-standing programmes, Royal Botanic Gardens, Kew (RBGK), Missouri Botanical Garden (MBG), The Peregrine Fund (TPF), Durrell Wildlife Conservation Trust (DWCT), and CARE International UK (CARE), and one Malagasy organisation with a global profile, Madagasikara Voakajy (MV). Together the consortium partners bring >100 years of experience working on community-based conservation and development across a diverse portfolio of sites in Madagascar, with a proven track record of delivering effective site-based interventions with tangible impacts on biodiversity and livelihoods. Robust monitoring of outcomes of interventions with communities and learning from them is integral to success in Madagascar and is provided by LTS-NIRAS (LTS) as a consortium partner. They will also support RBGK as delivery partner in reporting to the BLF Fund Manager and Landscape Evaluator. The project will engage specialists with intervention-specific expertise to ensure best practice and optimise delivery of outputs and outcomes, including Royal Botanic Gardens, Edinburgh (fire ecology), Marie Stopes (reproductive health), and GSDM (climate smart agriculture). The project's culture is collaborative and outwardly focused, engaging with a range of external stakeholders to maximise communication, influence, traction, and legacy.

Our highly collaborative approach is centered on three pillars. First, interventions will be supported by teams combining the best of expertise among the consortium partners. For example, MBG leads best practice in humid forest restoration in Madagascar and both DWCT and RBGK have a track record of delivering SMART-based community patrols

supporting the conservation of dry forest sites. TPF has 25 years of experience in ecological monitoring of threatened species, and MV has a strong track record of fostering community stewardship of biodiversity. We will assess what has and has not worked, integrate local knowledge and experience across all sites and interventions, and deliver best practice across the project. Second, all consortium partners, both within and outside Madagascar, will integrate around a shared vision, the core of which was developed and refined during proposal preparation (many have worked together previously, but not yet on this scale). Third, our most important collaboration is with the communities with whom the consortium partners have built trust. Our proposal would not be feasible if not for decades of previous investment by the consortium partners at sites across Madagascar. Continued consultation with local communities is embedded throughout our work plan so that needs are identified, and ownership of and support for all interventions is secured. Experience has shown that these are keys for successful, sustainable conservation in Madagascar.

The key decision-making body will be the Project Board (PB) comprising one member from each consortium partner (including LTS) and the project coordinator; virtual meetings will be held at least quarterly. The PB will receive input from an Advisory Board (AB), to be established during the inception phase to provide representation from key stakeholders, especially from government (appropriate ministries and their component bodies, in particular MEADD, MAEP and MICA, the Ministries of the Environment, Sanitation & Sustainable Development; Agriculture, Ranching & Fishing, and Industry, Trade & Crafts), as well as from other relevant players such as Madagascar National Parks (MNP), the Madagascar Protected Area and Biodiversity Fund (FAPBM), Tany Meva (Foundation for the Environment and Sustainable Development), Tafo Mihaavo (national coalition of community-based associations), and university- and institute-based specialists both in and outside Madagascar. The AB will provide feedback, technical and strategic advice, and will help leverage impact and legacy. The AB will also advise an in-country Implementation Board (IB) that reports to the PB and is responsible for strategic and financial decision-making in Madagascar as well as project coordination. The IB will meet at least quarterly (in French and Malagasy, with alternate meetings incorporating selected stakeholders from the AB and beyond). Each consortium partner will assign a highly qualified and experienced in-country manager to serve on the IB. The IB will include the co-lead and implementation team leader Jeannie Raharimampionona, who will additionally report directly to the project coordinator. The Implementation Team (IT) that she manages will provide key financial, administrative, and communications functions, whilst drawing on the skills and expertise of key staff from the consortium partners. The IT will also coordinate activities and organise the transfer of expertise and exchange of persons and information across sites and interventions (see diagram above). It will be based in the Antananarivo office of one of the consortium partners, likely DWCT. The PB, IB, and AB will together engage wider stakeholders and develop extensive communications and outreach components under Theme 4, during the inception phase, including a focus on connections to government bodies and delivery of public and private finance.

3) Outline the resource plan of the project.

"The Authority can advise that the inclusion of this text was an administrative oversight. The Applicant is not required to present a resource plan."

4) Outline the revised M&E plan

We recognise that effective and pragmatic Monitoring, Evaluation and Learning (MEL) is integral to understanding the efficacy of our activities toward defining and transferring best practice, and demonstrating our approach to project stakeholders, Defra and the broader donor community. In particular, we need to understand the effectiveness of project interventions in order to ensure scalability to the rest of the SAPM network as well as BLF landscapes outside Madagascar and beyond.

MEL tasks as described in the original consortium proposal are now divided between the delivery partner MEL lead (LTS-NIRAS), the BLF Fund Manager and the Independent Evaluator. LTS-NIRAS will function as a partner within the consortium, primarily providing critical monitoring and learning for project components and supporting project and programme level evaluation under BLF. Key project monitoring data collected by the delivery partner MEL lead will be designed to meet the needs of the BLF Independent Evaluator and Fund Manager.

LTS-NIRAS' key task areas are to ensure that high-quality data are collected and analysed at the project level (Tasks 2-4), feeding into the BLF programme-level reporting, learning and review work led by the Fund Manager and Independent Evaluator (Tasks 5-6). The data collection activities led by LTS-NIRAS will occur across all programme years. LTS-NIRAS will also maintain responsibility for leading the inception phase work, developing the Theory of Change and MEL plan (Task 1). LTS-NIRAS will play a smaller supporting role for Tasks 6 and 7, compiling project monitoring data and producing the Annual Review Reports.

Table 1. Key task areas for LTS-NIRAS

Task area	LTS-NIRAS (Project delivery partner MEL)	BLF Fund Manager	BLF Independent Evaluator
1. Inception phase work (e.g. Theory of Change development, M&E plan)	Lead project (landscape) level, aligned to programme level approach	NA	Programme level approach, which informs project level approach
2. Quantitative primary data collection and analysis: Household Survey (baseline, midline, endline)	Lead	NA	High-level feedback on design and synthesis of findings
3. Earth Observation spatial data collection and analysis	Lead	NA	High-level feedback on design
4. Qualitative data collection and analysis: Focus Group	Lead	NA	High-level feedback on design and

Madagascar's Protected Area network is being co-managed effectively and sustainably by local communities ensuring protection of threatened biodiversity, improving the wellbeing of communities within the surrounding landscape and acting as long-term carbon storage mitigating effects of climate change

IMPACT

Effective management of 9 Protected Areas (PAs) ensuring protection of threatened biodiversity, improving the wellbeing of communities within the surrounding landscape, acting as long-term carbon storage, mitigating effects of climate change and providing a model for the rest of Madagascar's PA network

OUTCOME

Deforestation in PA and landscape reduced => increased carbon storage, biodiversity gains, stabilisation/increase of key threatened species pop. **(OI 1,2)**. KPI6, KPI8, Aichi 7, SDG 13,15

Local populations wellbeing enhanced => more resilient to future challenges **(OI 3-5)**. KPI1, KPI3, KPI4, SDG 1-3, 5

A holistic stakeholder informed model for community management of PAs across Madagascar in place **(O4)**

Outcome indicators

Improved management of PA and natural resources by local communities enabling local resource needs to be met **(O2)**

Reduction in need for extensification of agriculture

Improved food security **(O3)**

Family have desired number of children => can feed family sustainably

Improved knowledge on reproductive health **(O3)**

Improved and diversified income from sustainable livelihoods **(O3)**

Improved financial independence / resilience **(O3)**

Model adapted and informed by learning and sharing knowledge

OUTPUTS

Participatory community management plans in place **(O1)**

(P4; WP2,3,5) If local communities provided with skills, knowledge and tools to plan and implement strategies to manage PA and natural resources => improved long-term management => less habitat and biodiversity loss

(P4,5; WP4) Improved gender balance in community activities => higher proportion of community involved in management and decision making processes

(P3; WP6) If people have a higher connection to natural heritage => increase in pro-environmental behaviour => reduction in negative environmental practices

(P2; WP3) If community patrols are more efficient => improved identification and reporting of infractions. If local Dina committees operate more effectively and have good relations with regional authorities => more effective implementation of environmental laws => increased deterrent and reduced law breaking

(P1; WP4) If sustainable timber use plans and plots for peoples construction and fuel needs made available => reduced need to clear forest from core zones

(P1; WP7) If provide knowledge, skills and tools in sustainable farming practices

(P5; WP9) If provide access to family planning services

(P7; WP7) If provide access to markets for local livelihood products

(P6; WP8) If provide knowledge, skills and tools for financial management

Knowledge will be shared with wider stakeholders to receive feedback, evaluate and revise

Work Package interventions **(WP)**

Additional logic chains

Core problems project will address. Linked to work package interventions by P1 etc.

P1: Unsustainable slash-and-burn agriculture, charcoal production, timber extraction to meet local livelihood, food and resource needs causing deforestation

P5: Women less able to make informed choices on family size which can increase pressures on food and financial security and lead to greater inequality

P2: Ineffective enforcement of PA and natural resource use rules and regulations means low deterrent to law breaking

P6: Rural people less able to plan for or respond to future events due to lack of access to formal financial systems and knowledge

P3: A decreasing connection to nature and natural heritage within communities results in less desire to protect it

P7: Lack of access to markets limits income for local sustainable livelihood products

P4: Local communities lack full knowledge, skills and capacity to plan, adapt, and manage natural resources and PA effectively

P8: Lack of understanding and consensus on how community based management can be effectively applied across Madagascar's PA network

(P8; WP10,12) If build consortium knowledge and understanding on what can impact effective PA management inc. sustainable financing => able to develop a more effective model

(P8; WP11) If effectively engage Government in process from start => higher chance of buy-in and later adoption

Problems

Logframe

PROJECT TITLE						
IMPACT	Impact Indicator 1	Planned	Baseline	Milestone 1	Milestone 2	Target (date)
I II	Madagascar's Protected Area network is being co-managed effectively and sustainably by local communities ensuring protection of threatened biodiversity, improving the wellbeing of communities at local and landscape levels, and contributing to mitigating the effects of climate change at global level	Planned				National REDD+ strategy Madagascar (MEEF, 2018) of 14% reduction in GHG emissions from the forest sector by 2030, through an increase in forest cover, and control of deforestation and forest degradation.
		Achieved				
			Source			
	Impact Indicator 2	Planned	Baseline	Milestone 1	Milestone 2	Target (date)
		Planned				
		Achieved				
		Source				

OUTCOME	Outcome Indicator 1	Planned	Baseline	Milestone 1	Milestone 2	Target (date)	Assumptions
OC1	The wellbeing of c.70,000 people across 54 communities is enhanced and negative impacts on the natural environment decreased at 9 Protected Areas providing a model for community-led management across Madagascar's Protected Area network	Planned	Menabe 3%; Ambondrobe 2%; Bemanevika 1.3%; Mahimborondro 0.5%; Itremo 0.7-1%. Analava 0.14Ha/yr; Analabe 0.76Ha/yr. Annual deforestation rates calculated in Yr1			By end Yr6 annual deforestation rates are reduced by at least 50% at each PA with no loss within core conservation zones	No critical unforeseen or uncontrollable external threats, such as a renewed period of political instability, that lead to a dramatic increase in deforestation rates at PAs.
		Achieved	Analava 0.14Ha/year				Our project sites are distributed across Madagascar which will reduce the impact and associated risk of local unrest, instability, or extreme climatic events
			Source Remote sensing - MODIS, Global forest watch, Drones				
	Outcome Indicator 2	Planned	Baseline	Milestone 1	Milestone 2	Target (date)	
		Planned	Hypogeomys antimena EN (Menabe), c.9,000 ind.; Lepilemur randrianasoloi EN (Amb.) baseline to be set 20/21; Rhodolana macrocarpa CR (M-T), 100 ind.; Dypsis ambositrae CR (Itremo), 40 ind. 3 locations; Podocarpus capuronii EN (Itremo) 4-5 locations; Eutriorchis astur VU (B-M) 0.02 ind/km2. Pteropus rufus VU (A-A) c.4,000 ind	Y3 population thrat parameters (inc. population, AOO, EOO) are stable or increasing cf. baselines		2027 population thrat parameters (inc. population, AOO, EOO) are stable or increasing cf. baselines	
		Achieved					
			Source Species surveys carried out by partners at sites				
	Outcome Indicator 3	Planned	Baseline	Milestone 1	Milestone 2	Target (date)	
		Planned	Menabe 0.43 (2013). Menabe and Ambondrobe data collected 2020/21. Rest to be set Yr1	MPI to be set for intervention communities by end of Yr1	Household surveys in Yr3 show improvement cf. baselines	Household surveys in Yr6 show improvement cf. baselines	
		Achieved					
		Source					

			Household surveys Yr1, Yr3, Yr6				
	Outcome Indicator 4		Baseline	Milestone 1	Milestone 2	Target (date)	
OC1	Measures of food insecurity (assessed via Household Food Insecurity Access; Months of Adequate Household Food Provisioning and the Food Consumption Score Nutritional Quality Analysis scales) in intervention communities (links to KPI1, KPI3, KPI4)	Planned	Menabe and Ambondrobo data collected 2020/21. Rest to be set Year 1	Baselines set by end of Yr1	Household surveys in Yr3 show improvement cf. baselines	Household surveys in Yr6 show improvement cf. baselines	
		Achieved					
		Source					
			Household surveys Yr1, Yr3, Yr6				
OC1	Outcome Indicator 5		Baseline	Milestone 1	Milestone 2	Target (date)	RISK RATING
	The proportion of households (disaggregated by gender inc. number of female members, female headed hoshods) participating in formal and informal decision making associations	Planned	Menabe and Ambondrobo data collected 2020/21. Rest to be set Year 1	Baselines set by end of Yr1	Household surveys in Yr3 show improvement cf. baselines	Household surveys in Yr6 show improvement cf. baselines	Low
		Achieved					
		Source					
			Household surveys Yr1, Yr3, Yr6				
INPUTS (£)	Defra (£)		Govt (£)	Other (£)	Total (£)	Defr SHARE (%)	
INPUTS (HR)	Defra (FTEs)						

	OUTPUT 1	Output Indicator 1.1		Baseline	Milestone 1	Milestone 2	Target (date)	Assumptions
OP	Inclusive, consensual policies, strategies and activities plans for the sustainable management of natural resources within the broader landscape area are being implemented at 9 Protected Areas	Knowledge on local community resource use needs, the socio-economic context of a community and identification of under-represented/vulnerable groups within communities at all 9 PAs developed and fully understood by all stakeholders	Planned	Current knowledge base fractured, partial, generalised and not formalised	Natural resource use mapped; socio-economic and vulnerable groups assessed in communities across all 9 PAs by end Yr1		Information compiled in appropriate documentation and shared with all stakeholders by mid-Yr2	Communities are receptive and willing to engage to develop plans and strategies to improve management of natural resources
			Achieved					
			Source					
				Natural resource use maps; reports for each community				
		Output Indicator 1.2		Baseline	Milestone 1	Milestone 2	Target (date)	
OPI		Gender balance within key local associations and community decision making groups	Planned	None currently in place	Gender strategy developed for communities at 9 PAs by mid Yr2	Actions to identified address gender issues are implemented from mid Yr2 onwards	Identified gender issues addressed and improved gender balance within community groups and association improved by end Yr 6 cf. Yr1	
			Achieved					
			Source					
				Strategy reports for each community; ongonig reviews (links to Output 2.1)				
		Output Indicator 1.3		Baseline	Milestone 1	Milestone 2	Target (date)	
OPI		Risks relating to community management are reduced or mitigated	Planned	None currently in place	Plans to address identified community management risks at 9 PAs developed by mid Yr2	Actions to address identified risks are implemnted from mid Yr2 onwards	Measures to reduce and mitigate community management risks still effective/inplace at end Yr 6	
			Achieved					
			Source					
				Reports for each community; ongonig reviews (links to Output 2.1)				
		Output Indicator 1.4		Baseline	Milestone 1	Milestone 2	Target (date)	
OPI		Sustainable natural resource use management plans developed with input from all key stakeholders and validated by the community for all 9 Protected Areas	Planned	Existing PA management plans do not account for capacity of sustainable use zones or surrounding landscape	Participatory planning (disaggregated by gender, households) sessions held within communities at all 9 PAs by end Yr1	Sustainable natural resource management plans developed for 9 PAs by end Yr2	Natural resource management plans ratified by local communities and appropriate local authorities (fokontany) by end Yr3	
			Achieved					
			Source					

IMPACT WEIGHTING (%)		Participation records, photos, draft, plans, final plans; foraml ratification					RISK RATING
Output Indicator 1.5	Planned	Baseline	Milestone 1	Milestone 2	Target (date)		
OPI	Disaster risk identification, mitigation and response plans developed and implemented in communities at 9 PAs	None currently in place	Identification of community specific dissater risks identified by end Yr2	Response plans, mitigation measures being implemented by end Yr3	Response plans updated and measures still being implemented by end of project	Low	
	Achieved						
	Source						
INPUTS (£)		Participation records, photos, draft, plans, final plans					
	Defra (£)		Govt (£)	Other (£)	Total (£)	Defra SHARE (%)	
INPUTS (HR)		Defra (FTEs)					

OUTPUT 2		Output Indicator 2.1					Assumptions
Planned	Baseline	Milestone 1	Milestone 2	Target (date)			
OP	54 local communities are managing 9 Protected Areas and their broader landscapes more effectively and sustainably due to improved knowledge, skills and conention to natural heritage	Capacity and training needs identified by the end of Y1 for each community	c.500 people (>30% women) across 54 communities at 9 PAs trained in accodance to capacty needs by end of Yr3	Each community is applying manual of procedures correctly on 90% of occasions from Yr3 onwards	90% of community associations are conducting effective PA management by end of project. Membership (inc. % women) cf. Yr1	No significant change in regional or local political stability or security that directly impacts on the ability to manage Protected Areas safely and securely	
	Achieved					Local and regional law enforcemnt agencies will work with local associations and Dina committees to apply the law	
	Source						
		Training needs reports; workshop attendance records; community association meeting minutes' Annual Protected Area Management Effectiveness evaluations; IUCN Management Effectiveness Tracking Tool; Dina incident records					Issues of corruption are mitigated against by our approach and do not significantly impact the ability of local associations, Dlna committees to govern and operate effectively
Output Indicator 2.2		Planned	Baseline	Milestone 1	Milestone 2	Target (date)	
OPI	Efficiency and membership of community patrols in covering protected area and reporting infractions (disaggregated by PA)	Area covered monthly differs between sites (5% at M-T to c.90% at Menabe of target area). Methods used at each site - some use SMART others basic data collection	Increase in patrol coverage and effincency (distance covered, time on patrol, infractions reported) at each site cf. Yr1 baselines	At least 75% of target PA coverage is patrolled each month with recording and reporting of infractions using SMART by end of Yr 3	At least 90% of target PA coverage is patrolled each month with recording and reporting of infractions using SMART from Yr5 onwards	Continued community willingness to engage	
	Achieved					Seed survival in nurseries is not compromised by external uncontrollable event e.g. disease, extreme weather events	
	Source						
		Community patrol data and reports detailing distance, time covered					Provision of timber and fuel wood plantations will provide an attractive alternative to cutting trees from protected areas
Output Indicator 2.3		Planned	Baseline	Milestone 1	Milestone 2	Target (date)	
OPI	Area of land planted for timber and fuel wood resources and being well maintained	Less than 20Ha of new plantations for all sites combined	At least 30 new nurseries established and 100 (50% women) local people trained as nursery technicians by end Yr2	At least 100Ha of established by end Yr4 (diaggregated by site)	At least 500Ha of new plantations established by end Yr6 across all 9 PAs.	The number of uncontrolled fires due to natural events such as lightening stikes does not increase	
	Achieved					There is the political will to enable trials of fire management strategies that involve deliberate burning	
	Source						
		Planting records, monitoring, photographs					An increase in peoples connection with their environment and natural heritage will lead to and increase in pro-environmental behaviours
Output Indicator 2.4		Planned	Baseline	Milestone 1	Milestone 2	Target (date)	
OPI	Fire management plans in place and being actively implemented reducing number of uncontrolled fires	Basic plans in place at Menabe, Ambondrobe and Itremo	Fire management plans reviewed in place and being actively implemented at 9 PAs by end Yr2	Number of uncontrolled fires and Ha burnt by uncontrolled fires annually by end Yr4 decreased cf. baseline	Number of uncontrolled fires and Ha burnt by uncontrolled fires annually by end Yr6 decreased cf. baseline		
	Achieved						
	Source						
		Plans, community feedback, Global Forest Watch , MODIS data					
IMPACT WEIGHTING (%)		Output Indicator 2.5					RISK RATING
Planned	Baseline	Milestone 1	Milestone 2	Target (date)			
OPI	Nature connectedness and pro-environmental behaviours of target communities	Nature connectedness baseline will be set in Yr1	Increase in overall nature connectedness cf. Yr1 baseline at Yr3/4		Increase in overall nature connectedness cf. Yr1 and Y3/4 result at Yr6	Low	
	Achieved						
	Source						
		Bespoke surveys					
INPUTS (£)		Defra (£)					
			Govt (£)	Other (£)	Total (£)	Defra SHARE (%)	

INPUTS (HR)	Defra (FTEs)						
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OP

OUTPUT 3	Output Indicator 3.1	Planned	Baseline	Milestone 1	Milestone 2	Target (date)	Assumptions	
Approximately 12,000 households across 54 communities at 9 Protected Areas are supported to improve household wellbeing and climate resilience whilst utilising natural resources more sustainably	Area of cropland under sustainable agriculture and associated crop diversity, yields and incomes		5,000 people (>30% female participation) provided training (e.g. Farmer Field Schools) and resources to apply climate smart agriculture techniques (inc.	At least 150Ha under sustainable agriculture with increased crop diversity, yields and income by end Yr2 cf. baseline (land disaggregated by	At least 300Ha under sustainable agriculture with increased crop diversity, yields and income by end Yr4 cf. baseline (land disaggregated by	At least 500Ha under sustainable agriculture with increased crop diversity, yields and income by end Yr6 cf. baseline (land disaggregated by	Continued community willingness to engage and are receptive to new agricultural crops and techniques	
		Achieved					Environmental conditions change dramatically to negatively impact growing seasons and crop productivity e.g. increased cyclone activity, lack of rains/prolonged drought	
		Source	Farmer training reports; agricultural surveys: crop diversity, crop yield/Ha, income generated					
		Output Indicator 3.2	Planned	Baseline	Milestone 1	Milestone 2	Target (date)	Assumptions
	Number and makeup of VSLA groups established, participation rates and value of savings		Initial VSLAs will be established in Ambondrobe in 2020/21	Feasibility of establishing VSLA groups in each target community by end Y1	A least 20 VSLA groups (60% women membership) across at least 4 PAs completed one full cycle by Y3	By end Yr 6 VSLAs established and producing savings returns in all feasible target communities with at least 10% of households participating (60% women membership)	VSLA group members do not default on their repayments and that there is no theft of savings	
		Achieved					Viable markets locally, regionally or nationally exist for locally produced sustainable products and communities can provide products in sufficient quantity and quality required	
		Source	Results of workshop; household savings survey; villager's testimony; final report					When provided women will access family planning and reproductive health facilities
		Output Indicator 3.3	Planned	Baseline	Milestone 1	Milestone 2	Target (date)	Assumptions
	Number of viable (assessed by net income received) value chains and access to markets for local products and income-generating activities implemented		Vanilla market exists in Makirovana-Tsihomanomby; work beginning for basketry products at Ambondrobe	Value chains and access to markets for local livelihood products assessed for 9 PAs by end of Yr2	At least 2 viable local livelihood products facilitated to market by end Yr4 assessed by net income received	At least 4 viable local products facilitated to market by end Yr6 assessed by net income received		
Achieved								
Source		Value chain and access to market analysis reports; number of new markets established						

OPI

IMPACT WEIGHTING (%)	Output Indicator 3.4	Planned	Baseline	Milestone 1	Milestone 2	Target (date)	RISK RATING
	Number of women being able to access regular reproductive health clinics and are aware of contraceptive choices and where to access them		CHVs will start being established in Ambondrobe in 2020/21	Community Health Volunteer Training Program (CHV) has been launched in at least 4 PAs, with the first volunteers promoted by communities in Yr2	Active reproductive health programmes with CHV in place at all PAs by end Y4	100% of females aged 15-49 in all target communities have access to regular (quarterly) reproductive health clinics by end Yr4. Report on % accessing	Low
		Achieved					
		Source	Reproductive health indicators e.g. Contraceptive Prevalence Rate, ASC training records, household survey results, MSM visit records.				

INPUTS (£)	Defra (£)		Govt (£)	Other (£)	Total (£)	Defra SHARE (%)
INPUTS (HR)	Defra (FTEs)					

OP

OUTPUT 4	Output Indicator 4.1	Planned	Baseline	Milestone 1	Milestone 2	Target (date)	Assumptions
Model for improved Protected Area management across Madagascar informed through building and sharing knowledge key stakeholders, conservation practitioners and communities outside the consortium	Review of relevant policies and legislation (e.g. land tenure, Protected Area legislation) that can impact the management of Protected Areas		Consortium members have some knowledge but needs to be developed and assessed in a structured way	All relevant policies and legislation identified within first year		All relevant policies and legislation reviewed by end Yr2	Relevant policy and legislation will be made available for review by consortium members
		Achieved					Investment opportunities in standing forests, reforestation and avoided deforestation that are sustainable and socially responsible and that meet or outperform (in terms of risk return profile) alternative land use options will attract
		Source	Review documents				
	Output Indicator 4.2	Planned	Baseline	Milestone 1	Milestone 2	Target (date)	Assumptions

	Number sustainable finance mechanisms developed for supporting PA management and amount of funds received through these	Planned	The feasibility and practicality of many sustainable financing mechanisms to a Madagascar context have not been assessed	Feasibility of application at least 2 sustainable financing mechanisms in Madagascar including carbon credits fully assessed by end Yr3	If feasible, sustainable finance package developed and marketed for at least 2 PA by end of Yr 4	If feasible, finance through a sustainable mechanism in progress for at least 1 PA by project end	private investment. There is no shortage of private commercial funds to invest in sustainable forest and land use projects Private investment via carbon credits in Protected Areas would be acceptable to th Madagascar Government	
		Achieved						
		Source						
		Review documents; sustainable financing plan; finances secured as a result						
	Output Indicator 4.3		Baseline	Milestone 1	Milestone 2	Target (date)		
	Madagascar government engagement with consortium throughout the project	Planned	None	Key Government stakeholders invited to sit on advisory panel at project inception	Bi-annual advisory board meetings including Government officials from Yr1	Government officials engaged in at least 12 official advisory meetings by end of project	The political climate in Madagascar will enable policy makers to continue to engage with us, and our outputs External stakeholders are willing to engage with the consortium in sharing knowledge and lessons learned	
		Achieved						
		Source						
		Madagascar advisory group meeting minutes and attendance records; documented feedback on model						
IMPACT WEIGHTING (%)	Output Indicator 4.4		Baseline	Milestone 1	Milestone 2	Target (date)	RISK RATING	
	Evidence base for effective community management of Protected Areas in Madagascar shared with and made available wider practitioners and stakeholders	Planned	None	Annual workshops to share knowledge with non-consortium members from Yr2	At least 5 media-packages (inc. reports, reference guides, videos) showcasing information on practices, lessons learned are developed and made available to stakeholders by end of project (number of people shared with, access online depository)	By project end consortium approached independantly for expert advice on PA management and knowledge developed through project actively shared with at least 20 non-consortium stakeholder groups in Madagascar	Low	
		Achieved						
		Source						
		Documents, videos produced and shared; workshops held and attendees; hits to online repositories; number of requests for advice						
INPUTS (£)	Defra (£)		Govt (£)	Other (£)	Total (£)	Defra SHARE (%)		
INPUTS (HR)	Defra (FTEs)							

OPI

Consolidated Budget Estimate

Type	Where relevant, insert amount of secured match funding £	Year 1 Total estimated cost £	Year 2 Total estimated cost £	Year 3 Total estimated cost £	Year 4 Total estimated cost £	Year 5 Total estimated cost £	Year 6 Total estimated cost £	Year 7 Total estimated cost £	Estimated Cost total
Direct Costs									
Programme leadership (staff salaries/costs, including taxes and benefits)	£ 136,967.00	£ 31,436.65	£ 60,630.82	£ 52,627.48	£ 48,025.68	£ 46,179.03	£ 51,803.52	£ 24,678.37	£ 315,381.54
Programme management (staff salaries/costs, including taxes and benefits)	£ 85,507.00	£ 86,888.37	£ 278,966.79	£ 226,535.38	£ 179,034.44	£ 205,384.71	£ 234,718.37	£ 113,859.95	£ 1,325,388.01
Technical advisor (staff costs (staff salaries/costs, including taxes and benefits)	£ 97,893.00	£ 72,483.01	£ 184,850.76	£ 182,124.56	£ 188,018.10	£ 179,250.10	£ 191,331.08	£ 79,238.60	£ 1,077,296.21
Programme support and administration staff costs (staff salaries/costs, including taxes and benefits)	£ 19,669.34	£ 21,316.31	£ 51,084.19	£ 49,341.89	£ 49,386.89	£ 49,431.89	£ 49,478.89	£ 26,463.76	£ 296,503.80
Total staff costs	£ 340,036.34	£ 212,124.33	£ 575,532.55	£ 510,629.31	£ 464,465.11	£ 480,245.73	£ 527,331.86	£ 244,240.67	£ 3,014,569.57
Capital costs (material, equipment and machinery)	£ -	£ 119,189.34	£ 143,115.23	£ 43,193.43	£ 53,159.43	£ 20,687.93	£ 15,979.56	£ 3,575.62	£ 398,900.54
Travel, accommodation and subsistence	£ 19,482.00	£ 96,026.22	£ 147,852.90	£ 145,121.84	£ 152,566.52	£ 147,122.23	£ 145,746.27	£ 67,469.76	£ 901,905.73
Monitoring and Evaluation costs	£ -	£ 91,278.22	£ 146,311.47	£ 32,408.89	£ 159,275.56	£ 32,408.89	£ 24,097.78	£ 149,684.44	£ 635,465.25
PA Based Monitoring	£ 3,500.00	£ 1,139.15	£ 4,287.02	£ 787.02	£ 9,072.69	£ 1,374.82	£ 7,767.84	£ 499.08	£ 24,927.62
Meetings and conferences (staff learning)	£ -	£ 11,382.90	£ 28,004.76	£ 26,547.35	£ 22,400.87	£ 24,050.09	£ 16,730.08	£ 259.46	£ 129,375.51
Output 1 project costs	£ -	£ 43,502.07	£ 49,191.61	£ 24,483.61	£ 16,247.61	£ 13,885.61	£ 17,650.00	£ 19,906.25	£ 184,866.76
Output 2 project costs	£ 206,773.72	£ 46,157.48	£ 242,975.00	£ 277,920.00	£ 240,255.00	£ 211,245.00	£ 208,845.00	£ 41,393.26	£ 1,268,790.74
Output 3 project costs	£ 80,927.77	£ 17,419.75	£ 200,244.51	£ 201,101.11	£ 170,784.11	£ 170,588.11	£ 161,192.52	£ 44,417.38	£ 965,747.49
Output 4 project costs	£ -	£ 14,647.92	£ 32,350.00	£ 35,150.00	£ 35,150.00	£ 33,300.00	£ 33,300.00	£ 15,442.08	£ 199,340.00
Species monitoring costs	£ 2,000.00	£ 7,943.64	£ 8,446.46	£ 11,746.46	£ 11,746.46	£ 11,746.46	£ 11,746.46	£ -	£ 63,375.94
Others, Production of advocacy materia	£ -	£ -	£ 2,793.82	£ 1,388.64	£ 1,388.64	£ 1,388.64	£ 1,388.64	£ 578.60	£ 8,927.00
Others, Visibility	£ -	£ -	£ 5,025.46	£ 1,869.18	£ 1,869.18	£ 1,869.18	£ 1,869.18	£ 778.82	£ 13,281.00
Others, Training budget	£ -	£ 1,420.39	£ 1,373.43	£ 1,388.64	£ 1,388.64	£ 1,388.64	£ 1,388.64	£ 578.60	£ 8,927.00
Others, Feedback mechanism	£ -	£ 461.02	£ 1,286.66	£ 1,103.80	£ 1,103.80	£ 1,103.80	£ 1,103.80	£ 459.92	£ 6,622.79
Others, Gender Activities flexible fund	£ -	£ -	£ 7,333.33	£ 4,000.00	£ 4,000.00	£ 4,000.00	£ 4,000.00	£ 1,666.67	£ 25,000.00
Others, FAM sites	£ -	£ -	£ 950.00	£ 600.00	£ 600.00	£ 600.00	£ 600.00	£ 250.00	£ 3,600.00
Communications	£ -	£ -	£ 6,666.67	£ 6,666.67	£ 6,666.67	£ 6,666.67	£ 6,666.67	£ 6,666.67	£ 40,000.00
Others, Country Office security, rent utilities and direct support cost	£ -	£ 17,853.01	£ 34,299.60	£ 22,661.14	£ 22,661.14	£ 21,559.22	£ 20,772.14	£ 10,346.72	£ 150,152.97
Total direct costs	£ 652,719.83	£ 680,545.43	£ 1,638,040.50	£ 1,348,767.09	£ 1,374,801.43	£ 1,185,231.02	£ 1,208,176.44	£ 608,213.99	£ 8,043,775.90
Indirect costs									
Administration costs (rent, facilities, insurance, maintenance)	£ 7,475.00	£ 31,014.62	£ 68,762.77	£ 69,595.32	£ 66,559.97	£ 65,155.63	£ 63,021.12	£ 32,366.47	£ 396,475.90
Support staff costs (salaries, benefits, HR)	£ -	£ 737.85	£ 2,335.16	£ 2,335.16	£ 2,335.16	£ 2,335.16	£ 2,335.16	£ 1,597.31	£ 14,010.96
Governance costs (external services)	£ -	£ 11,409.78	£ 18,288.93	£ 4,051.11	£ 19,909.45	£ 4,051.11	£ 3,012.22	£ 18,710.56	£ 79,433.16
% allocation of total costs	£ 61,626.17	£ 61,437.51	£ 139,950.09	£ 120,016.41	£ 110,897.81	£ 101,222.71	£ 106,843.67	£ 33,481.14	£ 673,849.33
Total indirect costs	£ 69,101.17	£ 104,599.76	£ 229,336.95	£ 195,998.00	£ 199,702.39	£ 172,764.60	£ 175,212.17	£ 86,155.48	£ 1,163,769.35
Others Costs									
External Consultancy	£ -	£ 16,304.23	£ 35,654.89	£ 29,232.25	£ 35,882.40	£ 12,844.62	£ 7,891.62	£ 4,184.76	£ 141,994.77
Irrecoverable VAT	£ -	£ 734.56	£ 590.96	£ 498.36	£ 207.65	£ -	£ -	£ -	£ 2,031.53
Inflation	£ -	£ -	£ 17,018.76	£ 51,588.48	£ 80,019.89	£ 107,710.99	£ 146,863.15	£ 68,844.90	£ 472,046.17
Total	£ -	£ 17,038.80	£ 53,264.61	£ 81,319.09	£ 116,109.94	£ 120,555.61	£ 154,754.77	£ 73,029.66	£ 616,072.47
Total	£ 721,821.00	£ 802,183.99	£ 1,920,642.06	£ 1,626,084.18	£ 1,690,613.75	£ 1,478,551.23	£ 1,538,143.38	£ 767,399.12	£ 9,823,617.72

Annex 16 : Template Assurance Statement

Assurance Statement

On behalf of the Contractor, I confirm:

1. All Lead Delivery Partners have submitted their claims for Grant Funding in accordance with the terms and conditions of their Grant Agreements.
2. We have assessed each claim and have evidence of expenditure available for audit.
3. We have complied with all HMG standards for the management and General Grants as set out in out in the Contract with the Authority.
4. The total Value of Claims in BOX 1 below is correct for the Period set out in BOX 2.

TABLE 1: Break Down of Claims

Name of Lead Delivery Partner	Bank Account Details of Lead Delivery Partner	Total Value of Claim	Total Value of Claim
[NAME]	[INSERT BANK ACCOUNT DETAILS FOR PAYMENTS]	[EXC. VAT]	[INC VAT]
[NAME]	[INSERT BANK ACCOUNT DETAILS FOR PAYMENTS]	[EXC. VAT]	[INC VAT]
[NAME]	[INSERT BANK ACCOUNT DETAILS FOR PAYMENTS]	[EXC. VAT]	[INC VAT]
[NAME]	[INSERT BANK ACCOUNT DETAILS FOR PAYMENTS]	[EXC. VAT]	[INC VAT]
[NAME]	[INSERT BANK ACCOUNT DETAILS FOR PAYMENTS]	[EXC. VAT]	[INC VAT]
[NAME]	[INSERT BANK ACCOUNT DETAILS FOR PAYMENTS]	[EXC. VAT]	[INC VAT]

BOX 1: Total Value of Claim

[EXC. VAT]	[INC VAT]
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BOX 2: Period of Claims

[Start date]	[end date]
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Signed for and on behalf of the Contractor:

Name:

Position:

Date:

To process payment, email this Assurance Statement to the Authority via BLFSecretariat@defra.gov.uk for approval.

/// END OF ASSURANCE STATEMENT ///

/// THE AUTHORITY'S APPROVAL ///

The Authority's approves this Assurance Statement and instructs the Contractor to process payment in the exact sums stated to the Organisations named, and to their respective bank accounts detailed, in TABLE 1.

Once signed by the Authority, this Assurance Statement shall serve as an authority for the relevant payments detailed in TABLE 1 to be made from the Escrow Account.

Signed for and on behalf of the Authority

Name:

Position:

Date:

Annex 17: UK Climate and Environment Commitments

This annex provides an outline of the principles all ODA programmes must adhere to. The Contractor must monitor Lead Delivery Partners' projects to ensure compliance and ensure the projects are doing no harm.

Paris Agreement Commitments

In July 2019, the UK announced a landmark commitment in the [Green Finance Strategy](#) (The Green Finance Strategy has been annexed within Annex 21) to align all ODA to the goals of the UNFCC [Paris Agreement](#). Alignment of ODA – whether for education, job creation or infrastructure – with the Paris Agreement will future-proof our spending and help people, communities and businesses to better cope with the shocks and stresses of climate change.

The Paris Agreement commits signatories to:

- strive to keep global temperature rise below 2 degrees and to aim for 1.5 degrees; and to
- strengthen the ability of countries to deal with the impacts of climate change.

For ODA spending departments, Paris Alignment means driving action towards both of these two overarching ambitions. Though mitigation tends to take primacy both in the Paris Agreement itself and in international discourse, for many of our partner countries **adaptation and mitigation** to the effects of climate change are more directly pressing.

There are two different approaches to Paris Alignment depending on whether you are considering ODA spending at portfolio level or programme level. At portfolio level there is the opportunity to strategically consider a whole portfolio to ensure it is not only Paris Aligned in itself, but that it drives climate action across the breadth of its programming.

At programme level the considerations are more technical in nature to include (1) formative climate risk assurance (CRA) before design and implementation, (2) the use of carbon pricing in programme appraisals, (3) prioritisation of alternatives to investment in fossil fuels and (4) programme alignment to, and where needed elevation of, countries' Nationally Determined Contributions (NDC) and adaptation plans.

Only by adopting both aspects can we consider ODA spending to be 'Paris Aligned'.¹ This smart guide focuses on how to be Paris Aligned at programme level.

Environmental Protection

In 2019, the UK published its [25 Year Environment Plan](#), which includes commitments on *Protecting and Improving our Global Environment*, stating that we will:

- o Provide international leadership and lead by example in tackling climate change and protecting and improving international biodiversity.
 - o Help developing nations protect and improve the environment by providing assistance and supporting disaster planning.
 - o Support and protect international forests and sustainable agriculture.
 - o Leave a lighter footprint on the global environment by enhancing sustainability and supporting zero deforestation supply chains.

1.1. _____

¹ 2 Other agencies, notably the MDBs, are also developing guidance on Paris Alignment, and it is likely that this will continue to evolve and expand over time, with these four elements representing a minimum description of what Paris Alignment entails.

OFFICIAL

Our current approach to environmental protection is to prioritise the upfront consideration of safeguards to ensure that policies and programmes do no harm to the environment and biodiversity. These safeguards include consideration of: waste efficiency, pollution, land degradation, biodiversity, and water resources.

International Climate Finance (ICF)

In 2019, the UK announced that it will double its ICF spend to increase the amount of ODA available to tackle climate change and environmental protection in developing countries. **The UK has pledged at least £11.6 billion to ICF over the five years from 2021 to 2025 (ICF3).** This represents the UK's continued commitment to the collective goal of mobilising US\$100bn annually to support climate action in developing countries. ICF3 funding will focus on four priority areas: (1) nature-based solutions; (2) clean energy; (3) cities, infrastructure & transport; and (4) resilience.

Programmes that contain explicit (primary or secondary) objectives and results on climate change – to reduce or avoid greenhouse gas emissions and/or build the resilience of people, communities and institutions to deal with current and future climate shocks and stresses - are eligible to apply for ICF ODA.

Environmental Safeguards

The Smart Rules capture the principle of safeguards under its technical quality considerations:

“Avoid doing harm by ensuring that our interventions do not sustain unequal power relations, reinforce social exclusion and predatory institutions, exacerbate conflict, contribute to human rights risks, **and/or create or exacerbate resource scarcity, climate change and/or environmental damage, and/or increasing communities' vulnerabilities to shocks and trends.** Ensure our interventions do not displace/undermine local capacity or impose long-term financial burdens on partner governments.”

Annex 18: The Authority's expenses policy

Defra Finance

Defra Staff Expense (Travel & Subsistence) Policy

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Introduction

This Policy applies to Defra and its Agencies.

All expense claims must adhere to the following two key principles set out in the Civil Service Management Code:

1. Departments and agencies must reimburse staff only for the expenses which they actually and necessarily incur in the course of official business;
2. Departments and agencies must ensure that their rules provide for claiming recompense, including verification and authorisation.

The Treasury principles, building on the Code, are:

1. Departments will reimburse **actual** costs only;
2. Only costs which are necessary and **additional** to normal daily expenditure should be reimbursed;
3. All claims for expenses should be receipted and independently approved;
4. Departments should manage reimbursement by exception rather than by reference to entitlements – i.e. policies should not cover every eventuality;
5. Claims should include a clear business reason where travel is other than standard class;
6. The onus should be on local management to oversee the frequency of travel and associated expenses.

This means that staff cannot claim flat rates for domestic and overseas travel and subsistence costs, but will be reimbursed for **actual** expenditure only up to the stated ceiling. **All claims must be supported with receipts.** No-one can self approve T&S claims. All rail travel should normally be standard class.

Purpose

The purpose of this Policy is to establish firm ground rules, guiding principles and procedures for incurring travel and subsistence costs in the course of official business and to address the sustainability and environmental issues relating to such travel.

This policy details the expenses you may claim and supersedes all other previous guidance.

Ownership

This policy is owned by the Defra Finance Director.

Scope

Staff are expected to comply with this policy and to use only the authorised travel and accommodation booking services put in place by the Department.

Travel and subsistence principles

1. If possible travel should be avoided, using a more sustainable and cost effective means of achieving the business objective such as telephone or video or web conferencing.
2. All travel outside of policy should be avoided where possible and in exceptional circumstances prior approval should be sought from your line management. Line management should ensure that budget holders (usually at Director or Deputy Director level) are aware of instances of travel outside the policy and should ensure that appropriate steps have been taken to ensure that suitable options within the policy have been exhausted and the decision would stand up to public scrutiny
3. Employees should be able to feel safe when travelling on departmental business. We encourage employees to plan for their safety and take all necessary health and safety precautions before and while travelling. A [risk assessment](#) process is available for both UK and international travel. We recognise there are times when employees may, for a variety of reasons, feel unsafe when travelling and it is not practical to seek prior approval before taking additional steps. In such cases approval can be obtained retrospectively.
4. The traveller should take steps to ensure sustainability of travel as set out in the Sustainability section below
5. Deliberate disregard of travel and subsistence policies may lead to disciplinary action.
6. Staff can only claim for the additional costs incurred when compared to their usual personal expenditure when travelling to and working at their permanent workplace. A permanent workplace is described as a single location or be your regular working pattern across more than one location, or the geographical area covered.

Responsibility and liability – individuals' responsibilities

Individuals are expected to:

- Comply with this policy
- Obtain any appropriate approvals from their manager or approver before making a claim.

- Submit their own claims promptly in person, with scanned receipts, through iExpenses
- Provide a clear business justification for each claim, keeping acronyms to a minimum, and working on the principal that anyone should be able to understand what has been purchased and why.
- Comply with GPC rules and procedures
- Use authorised travel and hotel booking services to book travel and accommodation

Managers' responsibilities

Managers and approvers are expected to:

- Ensure travel is necessary and justified;
- Check mileage rates being claimed;
- Ensure claims are justified and within set limits;
- Challenge appropriately when claims above ceiling are being claimed;
- When satisfied, promptly approve claims through iExpenses;
- Ensure that individuals carry out their responsibilities as set out above.

SSCL responsibilities

Shared Services will:

- Give first level advice and guidance to individuals in relation to claims through the SSCL Enquiries centre;
- Process payments in accordance with Key Performance Targets;
- Carry out audit of receipts on sample basis to assess compliance with requirement to support claims with receipts.

Sustainability

Defra and its Network are committed to adopting travel behaviours that support the Government's sustainability objectives.

The policy is to strike an appropriate balance between the costs and the benefits, taking into account:

- Cost
- Convenience
- Carbon emissions
- Care of staff

Travel should only be undertaken when there is no other practical business alternative and, where travel is necessary, sustainability and environmental issues are to be taken

into account when planning meetings and journeys. Rail travel is lower in carbon emissions than flying or road journeys and cheaper, especially when travel to and from airports is factored in. Advance fares offer best value for money.

Travel initiation and events

If a business trip is essential then care **MUST** be exercised to ensure that the mode of travel selected is the most cost effective option. It should also take due account of carbon emissions and the amount of time spent travelling (e.g. in most cases rail is preferable to travelling by car):

- External meetings should utilise Defra Network premises to avoid the high cost of commercial venues.
- Expenditure on external and internal events falls within Spending Control rules and central approval is required, see link:
<https://intranet.defra.gov.uk/howto/correspondence/communications/spendingcontrols/>

Refreshments should not normally be provided for internal meetings.

Travellers are responsible for managing their behaviour in relation to reducing their carbon footprint. Defra and its Network will actively seek changes in line with government sustainability targets, and monitoring systems have been put in place to measure the rate of emissions.

Sourcing arrangements

All travel and hotel arrangements should be booked through the approved booking agents. Approved booking agents are in place for the following:

- Rail and Air Travel
- Hotel accommodation
- Venue Finding (for meetings, conferences and events)

- Car Hire

Rail and air travel, including class of travel

Travellers should adhere to the following rules:

- If possible travel should be avoided, using telephone or video conferencing instead
- Air travel between locations on mainland England, Wales and Scotland is not permitted unless approval by exception is granted by a director
- Where travel is unavoidable rail is the preferred means, being lower in carbon emissions than air travel and better value for money, when travel to and from an airport is factored in.
- There is a supplement applied to collecting '**Tickets on Departure**', therefore please try to arrange to collect your tickets from your local kiosks as far as possible.

The lowest **practical** fare/rate should be selected within the permitted class of travel.

Air	Class of travel
All Employees	
All Journeys	Economy Class/Business Class

	<p>All air travel requires prior approval from a manager or approver.</p> <p>There is a complete ban on first class air travel. In exceptional circumstances, where it is necessary when overseas to take a flight and the higher seat class provided by the airline may be described as “first class” but is akin to business class (this situation would be most likely to arise on some overseas internal flights), regardless of the description used by the airline, the higher class may be used in accordance with Defra policy on the use of business class. This exception does not apply to travel where there is a genuine business class as well as first class.</p> <p>Air travel for journeys of less than 5 hours should be via economy class only. For journeys of between 5 hours and 10 hours a business class flight may be purchased where:</p> <ul style="list-style-type: none"> • bookings are not available in the lower class and the timing or date of the journey cannot be changed • if staff will be required to work immediately on arrival. • on disability/medical grounds. <p>For journeys of over 10 hours a business class flight may be purchased subject to approval from a manager or approver.</p>
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Rail	Class of travel
All employees	
All journeys	All rail travel should be booked as standard-class. Any exception will need strong business justification and SCS prior approval.
	This includes international rail journeys by Eurostar and other international and overseas rail operators. However, Eurostar Standard Premier is permitted where good value for money can be demonstrated.

Advance purchase rail tickets should be purchased when possible and staff are strongly advised to book as far ahead as possible in order to obtain the best price. Last minute travel should be avoided as far as business will allow.

First class travel carries a reputational cost to Defra and resource cost (in producing explanatory briefings) even if first-class tickets are occasionally cheaper than standard class (sometimes the case when booked on the day of travel). Any manager who approves first class travel can expect a challenge from the Defra Finance Team or from the Chief Operating Officer.

Railcards

An appropriate Railcard should be purchased by staff who are eligible where there will be a saving to the department over the course of the year. The cost of an annual Railcard is £30, which reduces by 1/3 the cost of Standard Anytime, Off Peak and Advance fares. The cost of purchase of the Railcard should be reclaimed through i-expenses provided the card is to be used for Defra business purposes only.

There are three types of Railcard most likely to be of use for Defra staff: A Senior Railcard for travellers aged 60 or over; 16-25 Railcard for travellers between those ages. There is a third type of card, a Two Together Railcard, for two named travellers – however, this type of card can only be used by the same two individuals travelling together on every occasion. A Disabled Persons Railcard is available at an annual cost of £20 (£54 for 3 years) for individuals who may qualify.

A 3 year 16-25 or Senior Railcard may be purchased at a cost of £70 but should only be considered if there is sufficient certainty about the individual's business travel requirements for the next 3 years.

Follow the link for further information: <http://www.railcard.co.uk/?gclid=CKjnjei-7MYCFbQatAodo7wHaw>

The Redfern screen allows for a Railcard discount to be applied. Railcard holders must always remember to tick this box and select the appropriate card from the menu otherwise the full price will be charged!

Please note that Railcards are not valid for travel on Eurostar.

Oyster cards

Journey costs can now be claimed by submission of the top-up receipt. Approving managers are required to carry out periodic checks to ensure that the charges reflect the reasonable cost of business travel by the claimant.

Mileage claims

Mileage claims should comply with the overarching rule of being **additional** to everyday commuting costs. An individual who does not incur any additional cost on a trip out of the office should not claim for any mileage.

The use of private cars and full rate mileage claims are discouraged. If the job requires more than 3000k miles travel a year a lease car would normally be more cost effective.

The use of a lease car also gives more assurance that it will be well maintained and therefore safer.

	Mileage Claims (PUS Drivers)
Applicable to	All staff provided with a Private Use Scheme (PUS) car
All journeys	

	Mileage Claims
Applicable to	All staff who use their privately owned vehicle.
All journeys	Travel using private vehicles is discouraged unless essential. Staff should adhere to Health and Safety guidance for driving and travel.
Passenger and equipment supplements	A supplementary mileage payment may be claimed when a private vehicle is used on official business and the claimant is accompanied by one or more passengers or needs to carry heavy and/or bulky official equipment.

Types	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
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PUS rate	11p	11p
Private cars and Vans- rate where no public transport alternative*	45p	25p
Private cars and vans- public transport rate*	25p	25p
Private motor cycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p
	<p>*NB the 'rate where no public transport alternative' for car and van travel may only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of a vehicle is not essential the 'public transport rate' should be claimed.</p> <p>**Under HMRC rules this expense is taxable.</p>	



Car rental	Class of travel
	All employees
All Journeys	See guidance on car hire

Taxis	
	All Employees
All Journeys	Taxi fares may ONLY be claimed where the manager or approver is satisfied that there are no reasonable public transport or pedestrian alternatives. Where employees feel unsafe or there is a risk to personal safety and well-being, retrospective approval can be sort. Employees should include an appropriate explanation when making the claim to support audits and reporting.

Additional provisions for travel by car

Parking and speeding fines

Travellers will NOT be reimbursed for any parking fines or speeding tickets.

Car parking, congestion charges and tolls

Car parking, congestion charges and toll charges necessarily incurred on official business are reimbursable.

Car hire accidents

If involved in a hire car accident travellers **MUST** stop and immediately contact the hire car company who will advise the traveller on completing the necessary formalities and documentation.

The traveller **MUST** also report the matter to their manager or approver and the Health and Safety Unit at the earliest opportunity.

Subsistence

Subsistence may be claimed where the following conditions apply:

The expense arises necessarily from the proper performance of the claimant's duties

The expense is incurred whilst away from the claimant's permanent workplace (see Principals) or whilst staying away from home

The expense incurred is reasonable and additional to the employee's normal expenditure. For instance, where a person normally eats a packed lunch or prepares a meal onsite but does not have the facility to do so whilst away and they have to purchase food at significant extra cost.

The claim is fully supported by receipts submitted with the claim.

The claim is within the limit for each category, as set out below.

All ceiling rates are based upon time necessarily spent away from the permanent workplace on official business and are not related to specified meals.

The ceilings increase as the time spent away increases up to a maximum of 24 hours. For periods in excess of 24 hours a new period begins and the ceilings apply as before.

Reimbursement up to the appropriate ceiling is for additional expenditure necessarily incurred in respect of food and drink (excluding alcohol) consumed during the absence:

over 5 hours out of office: up to £5 over 10 hours out of office: up to £10 over 12 hours out of office: up to £15

over 24 hours out of office: up to £20 – a person can only claim under this heading if there is an overnight stay at a hotel where lunch and/or dinner is not included in the hotel charge from the agent.

Only one ceiling rate can be applied in any 24 hour period, they cannot be combined. These rates apply to all areas of the country.

The Period of Absence is defined as the elapsed time from leaving home or normal operating base to return.

These expenses **cannot** be claimed if:

- The out of pocket expenses that you incur are not additional to your regular personal expenditure
- The meal does not constitute additional unavoidable expenditure. For example, if staff usually eat in the canteen in York they should not claim for eating in the canteen in Nobel House on a visit or claim for a bought sandwich that costs no more than their usual lunch outlay.
- The “staying with friends or relatives allowance” is claimed (in which case the 24 hour claim is not allowed).
- Meals have been taken at home.
- Meals are provided during a training course, conference or similar activity. Meals are provided on the train or plane and included in the ticket cost

Additionally:

- Alcohol cannot form part of any claim

Hotel rates

Hotel upper limits	
Location	Upper limit
London (bed and breakfast)	£130 per night
Rates for specific cities (bed and breakfast)	Bristol £100 per night Weybridge £100 per night Warrington £90 per night Reading £85 per night

UK other (bed and breakfast)	£75 per night for all other locations
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All hotel bookings should remain within the hotel ceiling rates unless prior approval has been sought for reasons as such as personal health, safety and well-being and value for money considerations.

Where there are emergent safety concerns, approval can be sought retrospectively. For example, when booking travel outside of the hotel ceiling rates you will be prompted to enter a reason for why the value is above the policy limit. If your reason code is “Personal Safety” and you cannot get line manager approval in time to make the booking, continue with the booking and discuss this reason with your line manager as soon as possible.

Please note travel and subsistence spending data is regularly published. It is therefore expected that individuals have taken all necessary steps to mitigate the risk of media scrutiny of expense claims outside the policy ceilings.

Lodging allowance

This may be claimed where staff are required to undertake detached duty.

Staff will be reimbursed the actual cost of rent and utility standing charges at the detached duty location (if a double commitment exists at the home and detached duty station) up to the following daily ceilings:

- £42 for London
- £31 for elsewhere

If a claimant’s family joins them at the detached duty station, managers or approvers may authorise reimbursement of actual rental costs and utility standing charges, within the limit of the ceiling for the lodging allowance for that location, only where the employee is also incurring home rental/mortgage costs.

Foreign travel

Foreign T&S claims should be submitted on an actuals basis using the existing HMRC rates as ceilings. These rates are available to view at the following location:

<https://www.gov.uk/government/publications/scale-rate-expenses-payments-employeetravellingoutside-the-uk>

In line with the Treasury principle of managing by exception, managers or approvers may exceptionally allow claims that are outside the ceiling amounts provided the amount is reasonable and there is sound business justification.

There should be prior approval for all foreign travel by managers or approvers.

Friends and family allowance

When individuals choose to stay with friends or family while on official business they are entitled to claim a flat rate allowance. The current allowance is £42 per night. This expense is taxable and the rate has been set to reflect this.

Employees will need to complete a NTK68 – “Claim for temporary allowance’ form. This allowance is not claimable through Internet Expenses.

Tips and gratuities

Discretionary tips at restaurants, if appropriate in the circumstances, should be requested to be properly incorporated into the bill (it would automatically be the case where payment is made by credit card and you choose to add the tip before entering the PIN number). The maximum should be 10%.

Claimants should still keep within the ceiling amounts for claims which would include any such gratuity.

Alcohol

Costs relating to Alcohol will not be reimbursed.

Telephone calls

Business calls will be reimbursed. Receipts should be submitted unless this is not possible. Regular business users should use a mobile phone supplied by the business.

Other incidental expenses

Other unavoidable expenses may be claimed exceptionally, at the discretion of the normal approver on an actuals basis for a reasonable amount provided that receipts are produced.

Amendments to the policy

If you have recommendations for amendments to the policy, please email the Compliance Team. (compliancefinanceoperations@environment-agency.gov.uk) with details. Decision on ceilings are based on evidence of spending patterns and circumstances, so please ensure your cases are appropriately presented with relevant evidence.

July 2014 (September 2021)

Annex 19: Tender and Contract Documents

This Annex provides the Contractor with the required templates that must be used in the administration and management of the delivery partner competition and the resultant Grant Agreements.

During the Delivery Partner Competition (DPC), the Contractor must make use of the following templated:

Reference	Name	Description
DPC Document 1	ITA Pack (inc. Specification)	The Contractor must use this ITA pack during the administration of the delivery partner competition.
DPC Document 2	Standard Scouring Model	The Contractor must use this scouring methodology to evaluate prospective Lead Delivery Partners applications following the delivery partner competition.
DPC Document 3	Award Letter – successful	The Contractor must use this letter template to notify the preferred Lead Delivery Partner following their applications as part of the delivery partner competition
DPC Document 4	Award Letter – unsuccessful	The Contractor must use this letter template to notify the unsuccessful Lead Delivery Partners following their applications as part of the delivery partner competition
DPC Document 5	Due Diligence	The Contractor must sent this self-assessment questionnaire to the preferred Lead Delivery Partner after the award letter has been sent. This questionnaire will be used to inform what level of due diligence is conducted.

The Contractor must make used of the following set of Terms and Conditions

Reference	Name	Description
T&C's Document 1	GBP under £100k	For Grants paid in British pound sterling (“ GBP ”) under £100,000:
T&C's Document 2	GBP over £100k	For Grants paid in GBP over £100,000
T&C's Document 3	Foreign under £100k	For grant paid is a Foreign Currency under equiv. £100,000 (GBP)
T&C's Document 4	Foreign over £100k	For grants paid is a Foreign Currency over equiv. £100,000 (GBP)

OFFICIAL

The Contractor will use the following documents during the management of the Grant Agreement

Reference	Name	Description
Management Document 1	Funding continuation letter	The Contractor will send this letter to each Lead Delivery Partner at the start of each financial year to confirm the continuation of the Authority's Grant Funding
Management Document 2	Termination letter	The Contractor will send this letter to a Lead Delivery Partner in the event a Grant Agreement is terminated
Management Document 3	Contract Change Notice	<p>The Contractor will use this CCN template in the event of a requirement to make change to a Grant Agreement with a Lead Delivery Partner.</p> <p>For the avoidance of doubt, the Contractor must seek the Authority's express and written and approval to affect any change to a Grant Agreement.</p>

DPC Document 1: ITA Pack (inc. Specification)



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

Invitation to Apply

(Grants – March 2021)

Grant for [Insert ITA Name]

Grant Reference: [Insert ITA Number]

Table of Contents

Section	Contents	Action
1	Invitation to Apply Response Particulars and conditions of application	For Information
2	Evaluation Model	For Information
3	Project Requirements and What You Can Apply For	For Information

Annex	Contents	Action
A	Form of Application	For Information
B	Authority's Terms of Grant Funding Agreement	For Information
C	Proposed Project Cost Breakdown	Complete and Upload to Bravo
	Please add annexes as required for the specific opportunity	

SECTION 1: ITA PARTICULARS AND CONDITIONS OF APPLICATION

Glossary

Unless the context otherwise requires, the following words and expressions used within this Invitation to Apply shall have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
“Agreement”	means the agreement (set out in Annex B) to be entered into by the Contractor and the Applicant if its Application is successful.
“Applicant(s)”	means the organisation(s) being invited to respond to this ITA.
“Application”	means an Applicant’s formal proposal in response to this ITA.
“Bravo”	means the e-Tendering system used by the Contractor for conducting this Application Process, which can be found at http://defra.bravosolution.co.uk
“Conditions of Application”	means the terms and conditions set out in this ITA relating to the submission of an Application.
“Conflict of Interest”	means an actual or potential conflict of interest on the part of the Applicant in connection with the ITA or the Agreement.
"Contractor"	means [CONTRACTOR] as administrator for and on behalf of the Secretary of State for Environment, Food and Rural Affairs.
“EIR”	means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to those Regulations.
“FOIA”	means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to that legislation.
“ITA”	means this invitation to apply and all related documents published by the Contractor and made available to Applicant(s).
“Project”	means the project for which grants are being made available.

References to a “Section” and to an “Appendix” are references to a section and to an appendix in the ITA.

Reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes

any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

General

1. The Contractor is looking to award grants for [insert project title] [provide a brief background/description about the Project].
2. The Contractor is using Bravo for this grant [Application Process/competition]. The ITA is only available in electronic form, accessed via your web browser <http://defra.bravosolution.co.uk>. Bravo uses terminology for Invitations to Tender ('ITTs') to refer to both ITTs and ITAs; however, ITA documentation available on Bravo will clearly indicate where there is a grant Application Process.
3. Applicants are required to complete the Qualification Questionnaire, Technical Questionnaire and Commercial Questionnaire in accordance with the instructions set out in Bravo.
4. It is important that Applicants provide all the information asked for in the ITA in the order and format specified. This enables the Contractor to consider applications fairly and equally.
5. Applicants should read the ITA carefully before submitting an Application. The ITA sets out:
 - the Timetable and process for the Application;
 - sufficient information to allow Applicants to submit a compliant Application;
 - information regarding the evaluation criteria which will be used to assess the Applications; and
 - the administrative arrangements for the receipt of Applications.
6. Applicants are responsible for ensuring that they understand the requirements for this Application Process. If any information is unclear or if an Applicant considers that insufficient information has been provided, it should raise a query via the clarification process described below.
7. Applicants are responsible for ensuring that they have submitted a complete and accurate Application and that costs quoted are arithmetically correct.
8. By applying, Applicants accept the terms and conditions in the ITA. Failure to comply with the instructions set out in the ITA or the provision of false, inaccurate or misleading information, may result in the Applicant's exclusion from this Application Process.
9. If there is any conflict between the information set out in the ITA and the information displayed in Bravo, the information set out in the ITA shall take precedence over the information displayed in Bravo.