



Department
for International
Development

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Saferworld,
The Grayston Centre,
28 Charles Square,
London,
N16HT,
UK

Our ref: PO 8385

Email: m-bandere@dfid.gov.uk
Tel: 07469 105904

Date: 19 December 2018

Dear [REDACTED]

Contract Reference: PO 8385 – Better Aid in Conflict (BAC), South Sudan

FCO Framework Agreement: – Conflict Stability and Security Fund (CSSF) Lot B
Reference: CPG/798/2015

I refer to the contract advertised by the Department for International Development for the supply of “ **Better Aid in Conflict** ” under the **CSSF** framework.

The Department for International Development acting for and on behalf of the Secretary of State for International Development, is now pleased to advise you that we will be making a formal award of contract for the above mentioned services to Saferworld for the contract to supply the **Better Aid in Conflict** programme to those parties as described in the Terms of Reference and contract tender documents.

Please review the enclosed contract documents and confirm that you accept this contract award by signing and returning via our e-sign tool.

As per the DFID Supply Partner Code of Conduct, if this contract qualifies for internal compliance procedures, a member of the PCD Compliance Team will contact you to discuss your compliance requirements.

Yours sincerely

[REDACTED]
Head of Programme Sourcing
Procurement and Commercial Department

cc. [REDACTED] Commercial Delivery Manager (CDM); Senior Responsible Officer (SRO); Strategy and Stakeholder Engagement Team

Annex C – Call Down Contract Terms and Conditions

CALL DOWN CONTRACT

Framework Agreement with: Saferworld

Framework Agreement for: **CPG/798/2015 THE CONFLICT STABILITY AND SECURITY FUND**

Call-off Contract For: **Better Aid in Conflict Programme, South Sudan**

Call-off Contract Purchase Order Number or reference number: **PO 8385**

I refer to the following:

1. **The above-mentioned Framework Agreement**
2. **Your proposal of 31 October 2018**

and I confirm that DFID requires you to provide the Services as stated in the attached Terms of Reference and, under the Terms and Conditions of the Framework Agreement which shall apply to this Call-off Contract as if expressly incorporated herein.

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

3.1 The Supplier shall start the Services no later than **1 January 2019** ("the Start Date") and Services shall be completed by **31 December 2023** ("the End Date") unless the Call-off Contract is terminated or extended in accordance with the Terms and Conditions of the Framework Agreement and by contract variation.

4. **Recipient**

4.1 Authority requires the Supplier to provide the Services to the **DFID South Sudan** ("the Recipient").

5. **Financial Limit**

5.1 Payments under this Call-off Contract shall not, exceed **£8,291,064.76** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the Terms of Reference and schedule of Prices and Rates.

6. **Payment Structure**

6.1 Where the applicable payment mechanism is "Milestone Payment", payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority when the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 15 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to

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verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

7. Officials

7.1 The Authority Contract Officer is: [REDACTED]

Email [REDACTED]

Telephone: [REDACTED]

7.2 The Project Officer is: [REDACTED]

Email [REDACTED]

Telephone: [REDACTED]

8. Supplier

8.1 The Supplier's Contract Officer is: [REDACTED]

Email: [REDACTED]

Telephone: [REDACTED]

9. Sub-Contractors

9.1 DFID has consented to the appointment of the following Sub-Contractors:
Swisspease, CDA, REACH

10. Key Personnel

10.1 The following of the Staff cannot be substituted by the Supplier without the Calling-Off body's prior written consent:

Title	Name
Project Director/National technical advisor	[REDACTED]
Programme Director	[REDACTED]
Principle Expert	[REDACTED]
Principle Expert	[REDACTED]
Principle Expert	[REDACTED]

11. Additional Documents to be included in this Contract

11.1 The following documents are included in and form part of the Contract:
Contract Award Cover Letter – dated 13 Dec 2018
Saferworld Technical Proposal – Part A - dated 31 October 2018
Saferworld Commercial Proposal- Part B – dated 31 October 2018
Saferworld Commercial proformas - dated 31 October 2018
PO 8385 BAC Terms of Reference
Contract Section 3 - Appendix A B - Data Processing Schedule
BAC Contract Section 4 Special Conditions

12. Termination Notice

The Authority shall have the right to terminate the Contract, or to terminate the provision of any part of the Services, at any time by giving 1 Months' written notice to the Contractor.

13. Reports

The Supplier shall submit project reports in accordance with paragraph 51 of the PO 8385 BAC Terms of Reference

14. Duty of Care

14.1 Unless otherwise agreed, all Staff (as defined in PO 8385 Saferworld BAC Technical Proposal - Part A) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. The

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Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property.

14.2 Unless otherwise agreed, the Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified the call-off Authority in respect of:

- Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Staff, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-off Contract;
- Any claim, howsoever arising, by the Staff or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.

14.3 The Supplier will ensure that such insurance arrangements as are made in respect of the Staff, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

14.4 The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.

14.5 Where the Call-off Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the Terms of Reference.

15. Call-off Contract Signature

15.1 If the original Form of Call-off Contract is not returned to the Contract Officer (as identified at clause 7 above) duly completed, signed and dated on behalf of the Supplier by close of business on **21th December 2018**, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

For and on behalf of DFID

Name: [REDACTED]

Position: Head of Programme Sourcing

Signature:

Date: 19/12/2018

For and on behalf of Safreworld

Name:

Position:

Signature:

Date

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TERMS OF REFERENCE

Better Aid in Conflict Programme, South Sudan

Introduction

1. International aid has been one of the most significant external resource inputs into South Sudan since the 1980s and is now integrated into the fabric of its economy, social structures and conflicts. As alternative sources of income to the country have dwindled since 2013, these funds have become increasingly important.
2. However, evidence shows that poorly conceived aid delivery in conflict-prone contexts can do significant harm. To avoid this, international aid needs to be informed by a deep understanding of the local context. Yet the international community struggles to understand the complex South Sudanese context for lack of time, skills and analysis.
3. In order to address this challenge, four donor countries, the UK, Netherlands, Switzerland and Canada, have agreed to jointly establish the Better Aid in Conflict (BAC) programme to support the international aid effort in South Sudan to be fully conflict sensitive.
4. The BAC programme will fund a Conflict Risk Facility to provide high-quality advice, coaching and technical support to donors and aid implementers, helping them to adapt programmes, tools and policies. The Conflict Risk Facility will also assist donors by convening outreach events including a Better Aid Forum that brings humanitarian, development and political actors together at senior levels to develop coherent and effective responses to the challenges of delivering aid in an intense conflict setting, at both policy and programme levels. The Better Aid Forum will serve an outreach function, raising awareness of the Conflict Risk Facility's work and disseminating knowledge and good practice and encouraging adherence to common standards and principles.
5. The programme builds on the lessons from a successful pilot programme funded by the governments of Canada, the Netherlands, Switzerland and the UK in South Sudan from 2016 to 2018 (see Annex 3). The new programme will provide an expanded range of services compared to the pilot phase.
6. The programme is intended to be 5 years long, commencing in January 2019, with several break clauses over the course of the programme, and an expected total budget of £8.3m.

Objective

7. The programme's expected **outcome** is: "Aid initiatives in South Sudan are adapted in significant and measurable ways so as to avoid causing or exacerbating conflict, instead contributing to peace whenever possible."
8. The programme's expected **impact** is envisaged as: "More effective development and humanitarian assistance provided to South Sudan."

The Recipient

9. The primary recipients of this programme are the donors funding this programme ("contributing donors") which currently comprise DFID (Lead Donor), and the Governments of Canada, the Netherlands and Switzerland. Secondary recipients include additional interested donors, their respective implementing partners, UN agencies and the UN Mission in South Sudan, local and international NGOs, and elements of wider South Sudanese civil society at national and local levels.

Scope of Work

10. DFID South Sudan is seeking a Supplier to support delivery of the programme's objectives. The Supplier will establish, resource and staff a Conflict Risk Facility under the direction of the contributing donors, who will oversee the Facility through a joint Management Committee. The Conflict Risk Facility will provide high-quality advice, coaching and technical support to agreed 'Targets for Support' (i.e. aid actors and aid programmes), helping them to adapt programmes, tools and policies, through:

- accompaniment and advice;
- knowledge products;
- collective reflection and problem solving; and
- training and immersion.

11. The Conflict Risk Facility must also establish and make available fine-grained analysis of key locations in South Sudan – whether by means of close and trusted partnerships or by establishing a permanent presence in key sub-national locations – and retain the ability to convene discussion, conduct research and analysis, and facilitate visits for donors outside of Juba at the sub-national level.

12. The Conflict Risk Facility will also deliver continuous outreach events. Working closely with the contributing donors, the Conflict Risk Facility will establish a Better Aid Forum, where any actors working on, or with an interest in, aid issues in South Sudan can come to learn, understand the operating context, and discuss challenges and opportunities in responding to that context safely and meaningfully. The Better Aid Forum will act as a platform through which to influence policy thinking and behaviour amongst the international aid community, ranging across humanitarian, development and political actors, donors, the UN and implementing partners. The role of the Better Aid Forum will be to advocate for conflict sensitive, politically informed, contextually relevant and coherent international aid in South Sudan. It will also promote and generate demand for the Conflict Risk Facility within agencies and programmes from a senior level downwards.

13. The Supplier will be required to work closely with contributing and non-contributing donors and their implementing partners, UN agencies, NGOs and civil society organisations as well as at times directly with member of South Sudanese communities including community leaders and aid beneficiaries. The Supplier must maintain an ability to approach the issue of conflict sensitivity in South Sudan from a regional perspective. The Supplier will not be expected to establish a permanent presence in the form of staff or offices in neighbouring capitals, but should be capable of facilitating events in and travel to Nairobi, Kampala, Addis Ababa or Khartoum, and maintain a multi-country perspective through analysis and partnerships.

14. At the heart of the programme's approach will be a close partnership between the two elements of a Facility and a Forum which work to a common agenda and strategy. This will require the Facility and the contributing donors to be nimble and flexible when opportunities arise, effectively prioritise resources, and draw on a diverse set of skills and tools.

Requirements

Services

15. Via the Conflict Risk Facility the Supplier will be expected to deliver a range of services and must be able to demonstrate how it proposes to deliver these. An indicative list of services to be provided is shown below:

Table 1: Indicative List of Services¹

¹ Services may be delivered at a sub-national or national level as well as outside South Sudan if required.

TYPE OF SERVICE	EXAMPLE
ACCOMPANIMENT & ADVICE	
Organisational Accompaniment	Providing close support to an organisation over time, advising on the developing of solutions, action plans and assisting in their implementation
Conflict Sensitivity Audits	Supporting an organisation to review the conflict sensitivity implications and effects of an existing programme, and to adapt it
Conflict Sensitivity Reviews	Supporting an organisation over time to implement a conflict sensitivity action plan based on a needs assessment that spans not only programmes but also organisational policies, operations and practices
Project Design Inputs	Providing advice to a donor or implementer during project design process, whether light-touch (e.g. document review) or intensive
Field Visit Support	Facility staff participating in field visits to provide their perspective, and/or providing administrative support during planning and debriefing, particularly to donors who may struggle to organise visits in certain areas
Support to Monitoring & Evaluation	Facility staff working with those undertaking M&E of aid programmes to build conflict sensitivity principles into their tools and approaches
Support to Decision-Making	Facility staff providing advice to management on request on particularly challenging decisions that are to be made
KNOWLEDGE PRODUCTS	
Conflict analysis / mapping	Conducting structured analyses that explore conflict causes, actors, dynamics and potential responses to challenges identified. Visual products (maps, charts) may also be developed linked to analysis illustrating how relevant indicators, events and actors relate to peace, conflict and related factors (e.g. food security, population movement, climate)
Political economy analysis	Conducting analysis of economic factors driving peace and conflict (e.g. resource flows, markets, patronage networks), and situating aid interventions within an understanding of prevailing political and economic processes
Online Repository	Maintaining and open-access searchable online repository to house tools, lessons and knowledge products relevant for actors concerned with aid and conflict issues
Targeted Research Papers	Conducting research/analysis on a specific issue (e.g. sectoral, or area-focussed) to provide a detailed diagnosis and recommendations
Drill Down Analysis	Conducting research/analysis in a particular location in a short time-frame to provide a detailed diagnosis and recommendations (e.g. challenges related to land ownership in a particularly tense area)
Issue Briefing Papers	Producing synthesis notes on particular identified challenges (e.g. conflict sensitivity challenges in working with youth livelihoods)
Hot-Spot Briefing Papers	Producing focussed analytical briefings on a particularly challenging location
Verbal Briefings	Core team members providing briefings to particular actors (e.g. a donor group or diplomats) on an issue or location of concern
Guidance & Toolkits	Producing practical guidance, tools and toolkits that assist donors and practitioners in handling specific challenges associated with conflict sensitivity and with delivering aid in a conflict setting
Minimum Standards	Working collaboratively with donors and implementers, perhaps via Forum discussions and problem-solving sessions, develop and promulgate minimum standards for application by the aid community. Standards might focus on specific challenging issues (e.g. cash transfers, food aid distribution), or at a more strategic level (e.g. minimum conflict sensitivity standards/requirements for all implementing partners)
Beneficiary Feedback Exercises	Organising or facilitating feedback to implementers and donors from intended beneficiaries and non-beneficiaries, whether through visits

TYPE OF SERVICE	EXAMPLE
	or studies. This might for example be carried out on a regular basis to provide beneficiaries' perspectives on the overall impact of the aid operation in the form of a 'People's Aid Audit'
FACILITATING COLLECTIVE PROBLEM-SOLVING	
Peer Review Processes	Bringing together organisations and individuals that the Facility works with on a regular basis for peer reviews against a common framework such as agreed common standards, guiding principles, or organisational action plans. The emphasis would be on learning
Collective Mentoring	Facilitating and coaching a particular group of actors (e.g. national NGOs, or agencies in a specific location or sector), accompanying them over a period of time to develop capacities and address key challenges, with regular check-ins
Problem-Solving Sessions & Processes	Facilitating and coaching agencies to work through specific thematic challenges over time and develop effective tools and strategies for handling an issue. For example, the challenges around manipulation and risk of a particular aid modality (e.g. cash or food aid), or operational challenges (e.g. procurement, recruitment)
Visiting Expert Talks	Bringing knowledgeable individuals such as academics or specialist practitioners, including those engaged in other activities, to share their perspectives, e.g. via the Better Aid Forum
Managing or facilitating multi-donor exercises	Examples might include multi-donor comparative studies across sectors or locations (e.g. of spending patterns, sectoral or geographical coverage), multi-donor evaluations or conflict/political economy analyses
TRAINING & IMMERSION	
Core Training Offer	Standard training courses, both basic and higher level on topics such as: conflict analysis; conflict sensitivity; conflict sensitivity and M&E; introduction to South Sudan for aid agencies
Targeted Training	More specific trainings developing to address a specific problem or to embed use of a tool
Facilitating "Immersion" Visits	Arranging for donor representatives that rarely spend time outside Juba to spend a day or longer with community members in a safe location

16. Based on lessons from the pilot programme, contributing donors anticipate the majority of the above services being required during the life-time of the programme. The Conflict Risk Facility's approach to service delivery must however be flexible, creative and efficient. The listed services constitute a flexible 'tool-box' of activities that the Conflict Risk Facility may carry out, but the Facility will need to work closely with contributing donors to develop appropriate and tailored responses to reach the agreed Targets for Support. A wider set of aid actors will be targeted by outreach events through the Better Aid Forum, and so will benefit indirectly from the services and products produced.

17. The Conflict Risk Facility is expected to deliver such services in a coherent and synergistic fashion as part of a rolling planning process which identifies Targets for Support and develops outreach plans designed to contribute to significant and meaningful change.

18. The Conflict Risk Facility should become a 'hub' and a catalyst for putting knowledge into practice. It is expected that the products which the Facility generates in the course of providing targeted support or outreach activities will generally be shared and disseminated widely, after due consideration for privacy requirements. In this respect the Facility is expected to provide 'public goods' to the wider aid community beyond its immediate targets. Where others are engaged in relevant work the Facility should support sharing of tools, lessons and knowledge products developed by others, rather than imitating or duplicating effort. An online searchable repository with open access will be

maintained by the Supplier to this end. More generally, all lines of work undertaken by the Facility should seek to fill identified gaps rather than to duplicate the work of others.

Supplier Specific Requirements

19. The Supplier will need to demonstrate competence and prior expertise relevant to establishing a Conflict Risk Facility and supporting outreach through a Better Aid Forum and associated outreach events. The Supplier will be expected to have an established expertise in conflict-sensitivity, knowledge of South Sudan, and expertise implementing programmes and facilitating change processes.

20. The Supplier will be expected to establish and maintain appropriate business standards, procedures and controls including an ethical approach that ensures no Conflict of Interest (CoI) arises as a result of the Supplier acquiring privileged information regarding the operations of aid implementers and donors in South Sudan. Strict confidentiality will be maintained when the Supplier reviews internal or proprietary documents of donors and implementing partners. The Supplier will not seek commercial advantage based on access to proprietary documents or privileged information obtained as a result of the programme.

21. Other specific requirements are as follows:

- **Engagement and communications strategy:** The Supplier will develop a communications strategy during the programme's inception phase with guidance from the contributing donors. Key issues covered will include: management of risk, effective communication with those individuals and organisations targeted for support, maintenance of an effective Better Aid Forum, beneficiary and non-beneficiary feedback, knowledge transfer, risk management and branding. Use of Juba-Arabic terms to brand the programme, facility and forum will be considered as a means to gather wider interest and challenge preconceptions among all parties.
- **Financial management:** All funds will be managed by the Supplier. No funds will be channelled through government systems.
- **Risk management:** The Supplier will review and maintain a risk matrix. A high risk and unpredictable operating environment is likely to persist for the full duration of the programme. Effective risk identification, mitigation and management will need to be demonstrated and practiced during implementation. Risk management will be discussed at least on a quarterly basis by the Supplier and contributing donors due to the need to adapt to a changing context.
- **Procurement:** The Supplier will develop a Procurement Plan in line with EU procurement guidelines, based on best practice and principles of transparency and value for money.
- **Asset Management:** The Supplier will manage how assets are procured by the programme. This includes maintaining an asset register, ensuring third party responsibilities are clear, and considering whole life costs as part of ensuring cost effectiveness and value for money. Disposal of the assets at the end of the programme will be agreed by the contributing donors.
- **Demonstrating value for money:** The Supplier will need to demonstrate and report on efficiencies and competitiveness in relation to staff salaries and associated costs, and overhead costs.
- **Implementation Plan:** Working closely with the contributing donors the Supplier will develop an Implementation Plan during the inception phase. This will apply an iterative management approach, framed around a rolling process of Outcome Mapping (see below). Where suitable the plans will give clear deadlines for the deliverables in this paragraph as well as catering for the following:

- Building a profile and client base for the Conflict Risk Facility;
 - Articulating ways of working;
 - Setting up the office, procuring assets; and
 - Developing a mission statement and detailed activity workplans, including plans for identifying, agreeing and reaching Targets for Support.
- The implementation plan will be regularly reviewed by the contributing donors through the Management Committee, and will develop and flex in response to learning during the programme and any changes in the context.
 - **Monitoring and Evaluation:** With input from the Management Committee the supplier will develop a detailed M&E Strategy based on use of the Outcome Mapping methodology. This will include proposals for baseline studies to be conducted during the inception phase.
 - **Ensuring flexibility, adaptability and durability:** The Supplier will be required to adopt an adaptive and flexible management approach, revising programme plans and strategy regularly based on monitoring. They will work closely with third party monitoring and learning/evaluation programmes established by DFID. The Supplier will proactively propose measures to ensure the Conflict Risk Facility is fit for purpose and sufficiently flexible to manage various supply and demand requirements from contributing donors and their implementing partners, and from Targets for Support. The Supplier will need to be flexible to adapt to any potential scale up or down of programme activities. The Conflict Risk Facility will also need to be sufficiently resilient to continue to be relevant and effectively respond to sudden changes in the operating environment, including the worst-case scenario where donor organisations, some donor implementing partners and the Supplier are evacuated from South Sudan. Systems for providing virtual support should be considered; in this regard the Supplier will need to demonstrate effective and lean utilisation of staff resources.
 - **Sustainability:** The programme's sustainability approaches will include capacity building for donor agencies and implementing partners, cross-donor buy-in and ownership, and donor oversight to ensure effective and greater accountability under the programme. The Supplier will also consider how the Conflict Risk Facility should effectively engage local voices and actors in South Sudan and consider how national expertise can be effectively integrated into the operations of the Facility in the medium to long term.

Skills and Expertise

22. In establishing a Conflict Risk Facility, the Supplier will appoint a Core Team, primarily but not exclusively located in South Sudan, that includes representation in some form at sub-national level. The Conflict Risk Facility will also provide donors and their implementing partners with access to a wider pool of experts that combines both South Sudanese and international specialists on relevant topics. The pool will provide on-call support with the approval of contributing donors in relation to needs identified through ongoing support and outreach to external parties. At the same time the Conflict Risk Facility will maintain a focus on exposing donors and implementers to the views of South Sudanese, beneficiaries and non-beneficiaries. Although providing access to a pool of experts, the Facility must be able to facilitate discussion with national and customary institutions and those in wider South Sudanese society, going beyond the 'usual suspects'.

23. The below table summarises some of the key roles and skill-sets that a successful Conflict Risk Facility will need, or is likely to need, to include.

Table 2: Skills and Expertise likely to be required for the Facility

SKILLS/EXPERTISE	WHERE
Leadership	Juba
Project Management & Administration	Juba and/or sub-national
Monitoring & Evaluation	Juba
Communications	Juba or outside South Sudan
Expertise in working with conflict issues in South Sudan	Juba & outside South Sudan
Logistics	Juba and/or sub-national
Accompaniment & Advice	
Mentoring	Juba
Expertise in working with different types of aid organizations and programmes (humanitarian and development)	Juba, and on a drawdown basis
Knowledge Products	
International and local research expertise	Juba, sub-nationally and on a drawdown basis
Conflict analysis and sensitivity expertise	Juba, and on a drawdown basis
Political economy expertise	On a drawdown basis
Gender and social exclusion expertise	On a drawdown basis
Issue experts (aid related)	On a drawdown basis
Regional expertise	On a drawdown basis
GIS mapping skills	On a drawdown basis
Facilitating Collective Problem-Solving	
Facilitation	Juba, and sub-national
Event management	Juba, and sub-national
Training & Immersion	
Training delivery and development	Juba, and sub-national, and on a drawdown basis

Inception Phase

24. It is anticipated that there will be a 6 month inception phase. The Supplier is expected to use the inception phase to establish themselves in South Sudan and transition from the incumbent suppliers of pilot phase activities. The Supplier will liaise with the incumbent suppliers to share information and deliver the following:

- Put in place the Supplier team (as per the technical bid/proposal);
- Set up the Conflict Risk Facility. The Facility will be the first point of contact for the donors and external stakeholders;
- Establish a clear, efficient and secure arrangement for internal management of the Facility's ongoing work among staff, consultants, contractors and partners;
- With support from the donors, develop a strategy – supported by a mapping and conflict sensitivity needs assessment – which identifies key programmes and actors in South Sudan that will be targeted for support and outreach activities by the Conflict Risk Facility and Better Aid Forum;
- Provide ongoing technical assistance and analysis, and convene and facilitate outreach activities towards a priority list of donor and implementing partners;
- Finalise an M&E plan based on the outcome mapping methodology through which progress and failure regarding behavioural and system change will be tracked, including establishing an outcome mapping baseline;
- Develop an Implementation Plan and milestones covering both targeted support and outreach aspects of the Facility's work. This will include proposing a first set of Targets for Support, with action plans and proposed outcome indicators for each Target, and proposing thematic priorities for Outreach work;
- Develop a quality assurance plan/workflow for programme deliverables;
- Develop a communications strategy;

- Develop a procurement plan;
- Develop a conflict/peace analysis and mechanism for ongoing monitoring of conflict and peace dynamics below the national level – to include visual tools;
- Establish, or secure handover from the incumbent of, an online resource facility to house programme and external knowledge products;
- Identify a set of workstreams (i.e. problem areas) on which the Facility will focus particular effort in terms of pursuing changes among the international aid and political community in South Sudan; and
- Submit Inception report including all the above items along with a risk register (updated from proposal) and plan for monitoring value for money (updated from proposal), to the satisfaction of DFID.

Programme management and governance

Management Committee

25. The contributing donors will manage the programme and the work of the Conflict Risk Facility through a Management Committee. This Management Committee will meet at least every two months comprising technical expertise/advisers from DFID and the Governments of Switzerland, Canada and The Netherlands. It will take forward any guidelines and standards agreed in the Better Aid Forum for the Conflict Risk Facility, identify priority programmes or areas to be supported or modelled, and assess the Conflict Risk Facility's performance and set its direction. It will also agree with the Supplier its proposed list of Targets for Support for the programme, and the outcome indicators for each.

26. The Management Committee will make decisions through consultations among its members and with the support of the Conflict Risk Facility Core Team with whom it will meet regularly.

27. Terms of Reference for the Management Committee and Better Aid Forum will be developed as part of the inception phase. The Management Committee may also draw on the advice of South Sudanese and issue experts on a case-by-case basis, drawing upon members of the Conflict Risk Facility's pool of experts as well as individual participants from the Better Aid Forum.

DFID Management

28. DFID South Sudan's Senior Conflict & Governance Advisor will provide the technical and management lead, acting as the programme Senior Responsible Owner (SRO). The Supplier will report on technical and programme management issues to the SRO. The SRO will sit on the Management Committee. A dedicated DFID Programme Manager will ensure effective contract management of the Supplier and will support the Supplier as appropriate throughout the assignment.

External collaboration

29. The Conflict Risk Facility/Supplier will collaborate openly with other parties engaged in related work, exchanging information on programme plans, coordinating upcoming initiatives, and proactively sharing tools and knowledge products associated with the programme, so as to avoid duplication. The donor Management Committee will require regular coordination meetings and active information sharing with key actors and programmes, at a minimum including: the World Bank; DFID-funded programmes (Conflict Research Programme and X (Cross) Border Conflict, Evidence, Policy and Trends Programme (XCEPT)); and current and future third party monitoring/monitoring programmes.

Performance management

Monitoring and Evaluation approach

Baseline exercise and identification of Targets for Support

30. Rather than a traditional logframe, programme results will be defined and tracked using 'Outcome Mapping', a methodology that is particularly appropriate for adaptive programming with a focus on behaviour, actions and relationships; building capacity; reforming policy; and tackling complex problems.

31. The Management Committee and Conflict Risk Facility/Supplier will first establish an outcome mapping baseline during the inception period. This will be regularly reviewed to track shifts in the knowledge, attitudes and practices of targets.

32. During the inception phase the Supplier will propose and agree with the Management Committee a first set of Targets for Support, based on a strategic prioritisation of where to focus the resources of the programme. These Targets may include:

- Individual agencies – from an institutional perspective;
- Particular projects or programmes;
- Individual agencies with a specific problem to be addressed;
- Groups of agencies in a particular location that are facing a particular conflict sensitivity challenge;
- Groups of agencies that require and demand help with a specific problem, e.g. a particular aid modality or a particular operational challenge;
- In exceptional circumstances, key individuals within the aid system.

33. For each agreed Target, the Supplier will develop an action plan; and propose and agree with the Management Committee specific outcome indicators – focused on changes in behaviour (knowledge, attitude or practices), relative to the baseline exercise – to define the measurable changes to which the Facility expects to contribute.

34. The Supplier will report on progress against the outcome indicators for each Target at each reporting period. Where change does not occur as expected, or where unintended changes have occurred, the Supplier will be expected to adapt accordingly. The Management Committee may require activities and resources to be adjusted in line with M&E findings, as well as with re-prioritisation at any point.

35. The strategy for Target engagement, and set of Targets for Support, will be developed and reviewed at least every six months, with the Facility being encouraged to continuously reflect and seek out new opportunities.

36. This reporting will form an 'outcome harvesting' process, through which the Facility will build up a body of evidence about its effectiveness. Outcomes harvested should provide a list of both concrete and significant improvements in the extent to which aid initiatives are adapting for conflict sensitivity and contextual realities as a result of the programme's support and outreach.

Measuring Intermediate Outcomes

37. As described above, the Conflict Risk Facility can be considered to have a two-track approach, focused on both specific Targets for Support and broader outreach activities. 'Intermediate outcome indicators' will be set to monitor and evaluate progress against each track.

Track 1: Targeted Support Indicators

38. As noted above, the Conflict Risk Facility and contributing donors will agree specific 'Targets for Support' for the Facility to engage with. The following indicators will be used to track progress against this area of activity:

- a) Number of targets reached by the facility in a given period;
- b) % of targets where the specific measurable outcome indicators for that target are met.

39. The percentage achievement target for indicator b) will be set at no more than 75%, in order to incentivise the Supplier to take some risks and not only focus on those Targets where they believe there is a high likelihood of success.

Track 2: Outreach Indicators

40. A second set of activities will be conducted to provide outreach to a wider set of actors, including through maintaining a Better Aid Forum. Thematic priorities for the outreach agenda and Forum will be set at the start of the programme by agreement between donors and the Facility team, and reviewed on a regular basis. As with track 1 activities, the intent will be to contribute towards specific changes in practice and policy.

41. Key indicators for the success of outreach activities – also to be gathered through outcome harvesting – will relate to engagement with the aid community in South Sudan, both in terms of quantity and quality. Proposed indicators to track progress against this activity include:

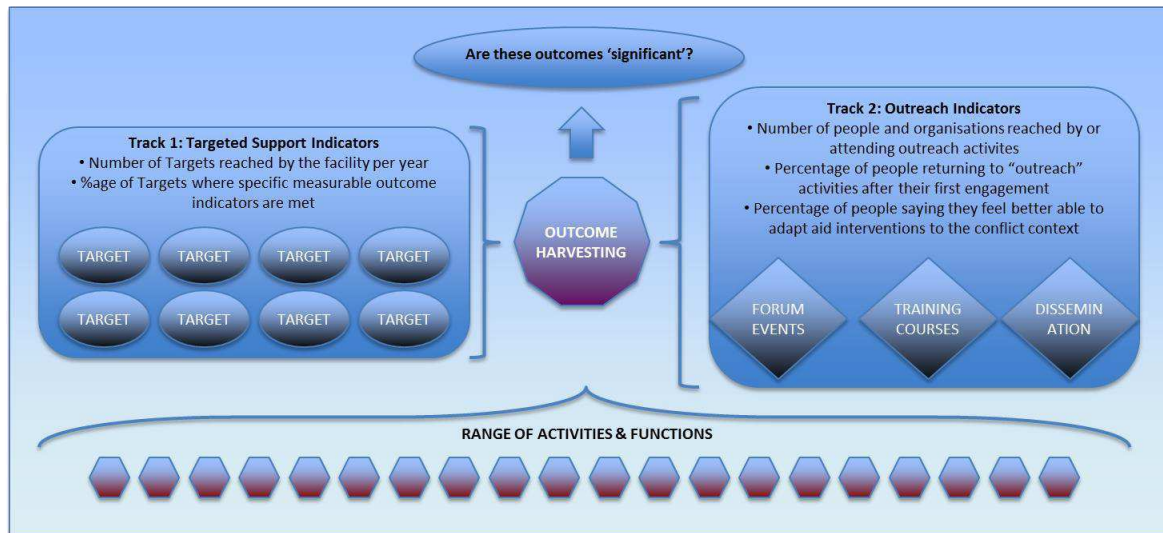
- a) Number of people/organisations reached by/attending outreach activities (e.g. Forum events, core training courses, other ad-hoc presentations, mailing lists);
- b) Percentage of people returning to outreach activities after their first engagement;
- c) Percentage of people reached by/attending outreach activities who say they feel better able to adapt their interventions to the conflict context as a result.

Measuring Overall Outcomes

42. The outcomes harvested under both the Targeted Support and outreach tracks should provide evidence of concrete improvements that the Facility has contributed towards. Two approaches will then be used to determine whether these improvements are really 'significant' and so contributing meaningfully to the programme's overall outcome:

- Organising an expert panel to review the outcomes of the Facility's work and asking them to make a judgment of whether the Facility has fallen short of expectations, has met expectations or is exceeding expectations. Experts will need to be carefully selected to avoid conflict of interest; and
- Directly testing the third IF statement in the Theory of Change (relating to the creation of senior-level buy-in for the work of the Facility – see Annex 2) via short surveys of senior players in the aid and diplomatic community, including but not limited to Head of Cooperation and Mission, to test awareness of the work of the Facility, and the value that was placed upon it by respondents.

Diagram 1: Measurement of intermediate and overall outcomes



Evaluation

43. The measurement of intermediate and overall outcomes described above will form the basis for evaluating the programme's effectiveness, and provide evidence of the extent to which:

- Donors have amended programmes in light of targeted support or outreach activities;
- The knowledge, attitude and practice of staff working within institutions targeted for support and outreach is changing in line with programme strategy;
- Programmes, policies and tools reviewed by the Conflict Risk Facility have been adapted as proposed;
- Coordination and coherence across aid actors has improved; and
- Recommended steps to prevent the manipulation and diversion of aid by conflict actors and elites have been adopted.

44. The effectiveness of the Supplier will be monitored through tracking delivery against the implementation plan established during the inception phase. The expectation is to see an increased in the Conflict Risk Facility's delivery over time, in terms of quality of overall management; service provision; range of issues covered and ability to influence the quality of programmes and results.

45. The implementation plan and Intermediate Outcome indicators will be discussed regularly to ensure that they remain functional and realistic.

46. An Annual Review of the programme will be carried out by DFID, with emphasis placed on the measurement of outcomes as described above. The recommendations will provide the basis for key management decisions and programme design changes. DFID will commission an independent evaluation at the programme's end point, with a view to capturing learning.

Payment Structure

47. The Supplier will be contracted under a hybrid model whereby a proportion of the contract will be linked to the achievement of outputs, with the remainder paid against fees and expenses. All rates/prices will be for the duration of the contract.

48. It is proposed that:

- Expenses will be reimbursed based on actual costs incurred, paid against monthly invoices.

- Input based payments will be invoiced monthly, and will be based on agreed fee rates linked to delivery of the agreed Implementation Plan for that period, as described in monthly activity reports.
- 80% of the amount of the input-based payments invoiced will be paid on this basis.
- During the Inception Phase, the remaining 20% will be linked to satisfactory completion of the Inception Outputs against a set of milestones; these will be refined between DFID and the Supplier as necessary before contracting.
- During the Implementation Phase, the remaining 20% will be linked to achievement of programme outputs by the Supplier.

49. Suppliers should include in their proposals detail on the parameters for DFID to release part or all of the 20% output-based payment during the Implementation Phase. It is envisaged that this will be on the basis of the 'Intermediate Outcomes Indicators' described above – with Targeted Support Indicators and Outreach Indicators weighted equally within this; and that a sliding scale will be used to determine what proportion of the output-based payment will be released to the Supplier for each period, depending on the level of outputs achieved. This – alongside the requirement for contributing donors to agree the Targets for Support and the outcome indicators for each – is intended to focus the Supplier on prioritising the key interventions required to deliver the programme's intended outcomes. However, other models may be proposed. Suppliers should set out how they propose to measure and verify achievement of indicators used to determine the release of the 20% output-based payment.

50. It is expected that the Supplier will have considered Exchange Rate Fluctuation risk for the duration of the programme and subsequently price any potential bids accordingly. This is considered a Supplier risk unless by exception; whereby a significant macroeconomic shift impacts on delivery (which can be fully justified and substantiated and considered unforeseen at the time of bidding), at which point negotiation on a way forward will be undertaken on a case by case basis.

Reporting and Verification

51. Final reporting requirements will be established in the inception phase but are expected to cover:

- Monthly forecasts of expenditure; monthly financial reports, detailing expenditure and breaking this down across component areas of the programme strategy, at a minimum detailing outreach versus targeted support; and a certified annual audit statement showing funds received and expended;
- Annual budget report identifying cost efficiencies and demonstrating value for money across all activities and during the life time of the programme;
- Monthly activity reports detailing key progress on activities, successes and emerging risks to delivery;
- Asset registers updated as required and at least six-monthly;
- Risk matrix updated monthly setting out a clear strategy for monitoring, managing and mitigating risks and contingency plans.

Table 3: Reporting requirements

DELIVERABLE	TIMELINE
Forecast and expenditure reports	Monthly
Audited accounts	Annual
Budget report and vfm framework	Annual
Activity reports	Monthly
Asset register	Six monthly
Risk register	Monthly

Exit/Transition Strategy	9 months before the end of programme
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52. All reports submitted must be accurate and submitted on time to a high quality. All reports should be of a length and level of detail appropriate to the purpose, as concise as possible and written in plain English. In addition, the Supplier is expected to support all project reviews to monitor and evaluate performance.

53. DFID may contract a Third Party Monitoring agent to verify, monitor or evaluate activities and results across the BAC programme. The Supplier will need to work openly with this organisation to ensure continual learning and development.

Timeframe and break points

54. The duration of the contract will be 5 years beginning on the contract start date, expected to be in January 2019. There will be Break Points in the contract where the Supplier will require formal approval from DFID before starting work on the next stage:

- Break Point 1: 6 months after the contract start date to review the Inception Phase deliverables
- Break Point 2: 12 months after the contract start date to review implementation phase performance to date.
- Break Point 3: 36 months after the contract start date – this is a major break point to review performance and for contributing donors to consider whether to continue with the existing mechanism or shift to an alternative model.

55. Movement from one stage to the next will be dependent on satisfactory performance and progress of the Supplier. As per FCO's standard Terms and Conditions, DFID reserves the right to terminate the contract with 30 days' notice to the Supplier.

56. The contract will have provision for variation to adapt to changes that occur during the life of the programme. Following DFID reviews, DFID shall reserve the right to scale the requirement up or down over its lifetime to include potential changes to programme scope, geographical and country reach and contract value (where appropriate). Any such changes will be fully communicated to the Supplier and implemented in accordance with the terms and conditions and procurement regulations.

57. In such event that DFID take the decision to increase the scale of the programme during its entire term (including any extensions), we envisage that the increase will be up to an additional 30 months and a value up to £4.15 M over and above the financial limit of the original contract. Should additional funding be secured from contributing donors, the financial limit may be increased by more than £4.15 M. The Supplier must maintain flexibility in approach and be able to exit from high risk environments as required and with agreement from DFID. Break point 3 is also an opportunity to consider extending the length and value of the contract to deliver additional outcomes that are underpinned by the same outputs detailed in these terms of reference. Any such extension would be mutually agreed by DFID and the relevant Suppliers. The contract will include options to extend for up to a further 30 months.

End of Contract Activities

58. Nine months before the expiry date of the contract the service provider will prepare a draft Exit Plan for DFID's approval which shall include:

- A disposal plan for all assets procured throughout the lifetime of the programme in accordance with DFID procedures on asset management and disposal;
- The service provider's plans on co-operating to ensure the smooth transfer of responsibilities from the service provider to any persons or organisation taking over such responsibilities after the contract ends;

- The service provider's plan to deliver to DFID (if requested or as otherwise directed by DFID) prior to the contract end date (or termination of the contract), any finished work or unfinished materials or work-in-progress which relate to the contract;
- The service provider's plans to provide DFID before the contract ends a summary of the status and next steps in relation to any on-going projects or other material and unfinished activities being conducted or monitored by the service provider;
- The return by the service provider of all Confidential Information to DFID before the contract end date;
- Allowance for a period of up to sixty (60) days after the contract end date (or termination date) for the exit process to be properly implemented.

Duty of Care

59. All Supplier personnel (including its employees, sub-contractors or agents) engaged under a DFID contract will come under the duty of care of the lead Supplier. The Supplier is responsible for the safety and well-being of its personnel and any third parties affected by its activities, including appropriate security arrangements. The Supplier will also be responsible for the provision of suitable security arrangements for its domestic and business property. DFID will share available information with the Supplier on security status and developments in-country where appropriate. Travel advice is also available on the FCO website and the Supplier must ensure it (and its personnel) are up to date with the latest position.

60. The Supplier will be required to operate in conflict-affected areas. The security situation is volatile and subject to change at short notice. The Supplier should be comfortable working in such an environment and should be capable of deploying to any areas required within South Sudan in order to deliver the contract. It is not expected that the Supplier would put staff at risk or send them to the most insecure areas, but they must have the ability to work in a wide range of districts / sub-districts across South Sudan.

61. The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for its personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the contract. The Supplier must ensure its personnel receive the required level of training prior to deployment (where applicable).

62. The Supplier must comply with the general responsibilities and duties under relevant health and safety law including appropriate risk assessments, adequate information, instruction, training and supervision, and appropriate emergency procedures. These responsibilities must be applied in the context of the Supplier-specific requirements the Supplier has been contracted to deliver (if successful in being awarded the contract).

63. The Supplier must confirm in their proposal that:

- They fully accept responsibility for Security and Duty of Care;
- They understand the potential risks and have the knowledge and expertise to develop an effective risk plan; and
- They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.

64. DFID will not award a contract to a Supplier which cannot demonstrate that it is willing to accept and has the capability to manage its duty of care responsibilities in relation to the Supplier-specific procurement. Please refer to the Supplier Information Note on the DFID website for further information on our Duty of Care to Suppliers Policy,² and Annex 1 (the South Sudan Country assessment).

² <http://www.dfid.gov.uk/Work-with-us/Procurement/Duty-of-Care-to-Suppliers-Policy/>

Other Requirements

65. It is a requirement that the Supplier has the necessary authorisation and accreditation to work in South Sudan. There is an expectation that the majority of programme staff will be based full time in South Sudan and that the Supplier has the capacity to support them.

66. Other specific requirements are as follows:

- **Quality of deliverables:** DFID South Sudan in consultation with other Management Committee members will approve programme deliverables specified under the Implementation Plan, and determine satisfaction with the performance of the Supplier under the terms specified under these ToRs. If agreement on the deliverables cannot be reached, DFID South Sudan, in consultation with other Management Committee members, reserves the right to terminate the contract (in line with our Terms and Conditions).
- **Ethical standards:** If the Supplier does not uphold ethical standards, including ensuring that information gathered in the course of the programme activities is not shared without approval from the Management Committee, or if the Supplier uses such information for commercial advantage, DFID South Sudan, in consultation with other participating Co-Donors (through the Management Committee), reserves the right to terminate the contract (in line with FCO Terms and Conditions).

Delivery Chain Mapping

67. Suppliers will be able to demonstrate a full and comprehensive approach and methodology for undertaking due diligence and taking on the risk management of all downstream delivery partners. DFID may request specific audits of the project and all project partners to be undertaken.

68. In advance of any release of funds, Suppliers will be required to produce a delivery chain risk map which should, where possible, identify all partners (funding and non-funding e.g. legal/contributions in kind) involved in the delivery of a programme. As a minimum, it should include details of:

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

Transparency

69. DFID requires Suppliers receiving and managing funds to release data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.

70. It is a contractual requirement for all Suppliers to comply with this approach, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this DFID – further International Aid Transparency Initiative (IATI) information is available from: www.aidtransparency.net

UK Aid Branding

71. Suppliers that receive funding from DFID must use the UK aid logo on their development and humanitarian programmes to be transparent and acknowledge that they

are funded by UK taxpayers. Suppliers should also acknowledge funding from the UK government in broader communications, but no publicity is to be given to this contract without the prior written consent of DFID. The Supplier must adhere to UK aid branding guidance. For more information see: www.gov.uk/government/publications/uk-aid-standards-for-using-the-logo.

Digital

72. Suppliers that receive funding from DFID must follow the UK Government's and DFID's standards for the use of digital in international development programmes. Details are available here: www.gov.uk/government/publications/guidance-on-digital-spend-advice-and-controls-for-dfid-partners-and-suppliers.

Do No Harm

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

- The programme is targeting a highly sensitive area of work. The Supplier must demonstrate a sound understanding of the ethics in working in this area and applying these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the design of interventions including research and programme evaluations should recognise and mitigate the risk of negative consequence for women, children and other vulnerable groups. The supplier will be required to include a statement that they have duty of care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to DFID;
- A commitment to the ethical design and delivery of evaluations including the duty of care to informants, other programme stakeholders and their own staff must be demonstrated.
- DFID does not envisage the necessity to conduct any environmental impact assessment for the implementation of the Issue based programme. However, it is important to adhere to principles of "Do No Harm" to the environment.

Annex 1: South Sudan country assessment

Project: Better Aid in Conflict Programme South Sudan

Country: South Sudan

Date of Assessment: 23/02/2018

DFID Overall Project/Intervention – Summary Risk Assessment Matrix:

As part of its Duty of Care Policy, DFID South Sudan has assessed the country and project risks in order to allow suppliers to take reasonable steps to mitigate those risks during the duration of the contract. Below is the key for attributing overall scoring.

1 Very Low risk	2 Low risk	3 Med risk	4 High risk	5 Very High risk
Low		Medium	High Risk	

A matrix showing the latest risk scores for South Sudan as at February 2018 is set out below. These continue to remain valid at the time of these ToRs being developed:

Theme	DFID Risk score: South Sudan
FCO travel advice ¹	4
Host nation travel advice	Not available
Transportation	4
Security	4
Civil unrest	5
Espionage	2
Violence/crime	5
Terrorism	3
War	3
Hurricane	1
Earthquake	2
Flood	3 ³
Medical Services	4
Nature of Project/ Intervention	3
OVERALL RATING	4

South Sudan has been assessed as '4', which is high risk. Suppliers should consult FCO travel advice for the latest identification of high risk areas.

The Supplier will be responsible for the safety and well-being of their Personnel whilst they are in South Sudan (as defined in the Terms of the Contract) and Third Parties affected by their activities under this Contract, including having appropriate security arrangements in place. Acceptance of responsibility must be supported with evidence of capability and DFID reserves the right to clarify any aspect of this evidence. In providing this evidence suppliers should consider the following questions:

¹ Please visit the Foreign and Commonwealth Office (FCO) travel website for South Sudan:

<http://www.fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country/sub-saharan-africa/south-sudan>.

³ Flooding does occur during the rainy season between August and November in the North and North-Eastern States of Warrap, Lakes, Unity, Jonglei and Upper Nile.

1. Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by DFID)?
2. Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively?
3. Have you ensured or will you ensure that your staff are trained (including specialist training where required) before you are deployed and will you ensure that on-going training is provided where necessary?
4. Have you an appropriate mechanism in place to monitor risk on a live / on-going basis (or will you put one in place if you are awarded the contract)?
5. Have you ensured or will you ensure that your staff are provided with and have access to suitable equipment and will you ensure that this is reviewed and provided on an on-going basis?
6. Have you appropriate systems in place to manage an emergency / incident if one arises?

The Supplier will also be responsible for the provision of suitable security arrangements for their domestic and business property in-country; and for ensuring appropriate on-going safety and security briefings for all of their Personnel working under this Contract. Up to date travel advice is available from the Foreign and Commonwealth Office (FCO) website for South Sudan:

http://www.fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country/sub-saharan-africa/south_sudan

DFID will share, where available, information with the Supplier on the security status and developments in-country where appropriate. The Supplier must ensure that they have received the required level of training on safety in the field prior to deployment to South Sudan.

The Supplier should be comfortable working in all such environments described above and must be capable of deploying to any areas required within the country in order to deliver on the terms of reference for the Contract.

**DFID South Sudan
August 2018**

Annex 2: Theory of Change

The following Theory of Change (ToC) shows how the programme outcome may be achieved:

If the Conflict Risk Facility can help selected donors and aid actors in South Sudan **design and deliver** their assistance programmes with a **keener understanding** of local and national conflict and power dynamics, and also develop a range of **practical tools** that these organisations can use to integrate this understanding into their **programme management systems and decision-making**,

and ***if*** this facility can also **create wider interest** in the need to better tailor aid programmes in South Sudan to particular conflict and power dynamics by **convening** the aid community through **problem-solving discussion, peer-learning and reflection** and **tailored training programmes**,

and ***if*** the donors to this facility can effectively use the evidence and analysis generated to facilitate senior-level decision-making on key challenges,

then the wider aid system will be able to **more effectively and efficiently deliver** against their objectives, and minimise **the risks of** directly or indirectly, exacerbating the conflict.

Critical to this theory of change is a focus on i) the interaction between aid and the conflict and power dynamics across South Sudan, and ii) turning knowledge and analysis into understanding, and turning this understanding into practice. These elements can be summed up as 'Better Aid in Conflict', which should represent the core focus of the programme.

Annex 3: Lessons to Inform Programme Design

The following lessons have emerged from the first year pilot of a Conflict Sensitivity Programme in South Sudan, some of which resonate with the lessons from elsewhere:

- Adaptive and flexible programme management is required to achieve change and capture learning on what works in terms of initiating change
- Individual activities carried out by an external facility will have multiple uses and should be seen as part of a multi-pronged strategy for change
- Donor and implementing partner staff have little time to absorb research findings. A consistent focus on putting knowledge into practice is required. Short, focused products containing practical recommendations developed in collaboration with agency staff can aid uptake of recommendations
- It will not be possible at this time to base a mid- to high-level Forum for conflict sensitivity in South Sudan on any existing coordination mechanism, nor for such a body to directly govern a Facility. A less formal approach is needed
- Conflict sensitivity touches on many issues related to aid policy, coordination, and links to diplomacy and peacekeeping. Yet the term is not well understood. A future programme should shift its language in the direction of 'Better Aid (in conflict)' and explore Juba Arabic labels to stimulate fresh thinking
- An approach to monitoring, evaluation and learning should be adopted that incentivizes creativity and adaptation and focuses effort on higher level results
- A range of activities and services should be on offer to deliver outcomes; a strategy should be built around a flexible 'tool-kit' of responses
- A diverse set of skills, including a pool of experts and access to selected thematic experts will be required for a facility to provide high-quality engagement on a range of aid debates
- A not-for-profit element should feature in future delivery options - this has been helpful in establishing trust on a sensitive topic
- Emphasis should continue to be placed on consensual working among contributing donors and on maintaining clarity of strategic direction
- The possibility of non-core donors paying into the facility for specific services should be cautiously explored in future.

Global evidence for the approach drawn from joint donor efforts to promote conflict sensitivity and effective risk management in Nepal, Libya and Somalia:

- Donors and implementing partners have responded positively in each case to establishing an external, multi-donor support facility as this can be seen as providing specialist and neutral advice on a sensitive topic
- Activities and services provided by these facilities are varied, ranging from immersion visits to partner vetting to inputting to programme design
- Services and functions inevitably evolve over time. Responsiveness is important, though it also but presents challenges. Contributing donors should strive for clarity over the strategic purpose of facilities, to avoid undue 'mission creep'
- A long-term approach to establishing external facilities is helpful – it is only over time that they tend to become institutionally embedded, gain credibility and build an institutional memory that others can access
- Proximity to the 'ground' is critical for facilities to offer additional contextual understanding for their users as well as for their credibility
- It is helpful to define separate 'tracks' for those activities which deliver day-to day advisory and capacity building services to clients and those designed to engage actors at a strategic/policy level
- An agreed set of principles can help to frame thinking around conflict sensitivity as well as higher level peer reviews
- Higher level fora for championing conflict sensitivity issues are best established gradually on the basis of initial core supporters; they may cut across traditional levels of authority and humanitarian/development/political divides
- Management structures should ensure a close relationship between donors and Suppliers

Annex 4: Background

South Sudan is affected by multiple and interconnected conflict dynamics based on deep and longstanding grievances, social divisions, marginalisation, injustice and exclusion. Entwined with these is often violent competition over limited resources, be these at a local level (water, land for grazing vs agriculture, food aid) or national (access to state resources and the 'rents' available from international aid). South Sudan is also experiencing a severe and protracted humanitarian crisis. Approximately 6m people are estimated to be in need of humanitarian assistance. Violence, repression and economic collapse have also produced the largest refugee crisis in Africa: over 4m people have been displaced, over 2m of them to neighbouring countries.

Aid agencies are continuing to deliver a large-scale humanitarian response, while supporting the maintenance of essential public services as best they can amidst a complex, fluid and at times dangerous operating environment. 107 aid workers have been killed since the civil war erupted in 2013. South Sudan is currently one of the most dangerous operating environments in the world for humanitarian workers. Intimidation and harassment has become commonplace. Attempts to manipulate and divert aid are also on the rise as aid becomes a larger share of a shrinking economy.

Studies across a range of contexts show that humanitarian and development aid in situations of violent conflict can unintentionally exacerbate conflict, disrupt social cohesion and cause violence.⁴ Evidence has emerged recently showing that South Sudan is no exception – previous aid and diplomatic interventions have exacerbated conflict.⁵ A strong emphasis on conflict sensitivity, if coupled with attention to better and smarter design and delivery of aid in South Sudan, could have a transformative impact.⁶

Some of the key constraints to conflict sensitive programming are:

- Aid interventions on the ground are routinely disrupted by localised political and conflict dynamics which are fluid and complex
- National and local dynamics are often poorly understood by donors because few have any significant presence beyond Juba
- Many analyses and assessments of South Sudan are either too high level, not shared, or stop short of providing actionable recommendations developed in conjunction with practitioners
- Limited use of local research capacity (e.g. to overcome linguistic and cultural barriers). South Sudanese experts are used on an ad hoc basis, instead of working in a way that strengthens national research capacities
- Constant staff turnover inhibits organisations developing responses that address the complex environment they operate in
- A fragmented aid architecture: Multiple agencies and agendas sometimes work at cross purposes or fail to collaborate due to pre-conceived agendas, terminology and ways of working that stand in the way of understanding and responding to the context.

⁴ What Do We (Not) Know About Development Aid and Violence? A Systematic Review, Zurcher, C., University of Ottawa, Canada, 2017.

⁵ The Unintended Consequences of Humanitarian Action, United States Institute of Peace and Overseas Development Institute (ODI), 2017; South Sudan: A Political Economy Analysis, Øystein H. Rolandsen & Nicki Kindersley, 2016; Aiding the peace: a multi-donor evaluation of support to conflict prevention and peacebuilding activities in southern Sudan 2005–2010, ODI, 2010

⁶ Conflict Sensitivity, Taking it to the Next Level, Sabina Handschin, Eric Abitbol, Rina Alluri (eds.), February 2016, swisspeace.