



# Foreign, Commonwealth & Development Office



## Section 4 Appendix A

### CALLDOWN CONTRACT

**Framework Agreement with: Social Development Direct Ltd**

**Framework Agreement for: International Multi-Disciplinary Programme Framework Agreement (IMDP)**

**Framework Agreement Purchase Order Number: PO 8373**

**Call-down Contract For: Resource and Support Hub (RSH) for safeguarding against sexual exploitation, abuse and sexual harassment – Nigeria Hub**

**Contract Purchase Order Number: To Be Advised**

I refer to the following:

1. The above mentioned Framework Agreement dated **April 2019**;
2. Your proposal of **13<sup>th</sup> July 2023**

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

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

- 1.1 The Supplier shall start the Services no later than **6<sup>th</sup> October 2023** ("the Start Date") and the Services shall be completed by **1<sup>st</sup> December 2024** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

#### 2. Recipient

- 2.1 FCDO requires the Supplier to provide the Services to the **Foreign Commonwealth & Development Office** (the "Recipient").

#### 3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed **£363,673 (Three hundred sixty three thousand, seven hundred seventy-three)** ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B.

### 22. PAYMENTS & INVOICING INSTRUCTIONS

22.3 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of FCDO.



## Foreign, Commonwealth & Development Office



When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 22.3 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

#### 4. FCDO Officials

##### 4.1 The Project Officer is:

[REDACTED]

[REDACTED]

##### 4.2 The Contract Officer is:

[REDACTED]

[REDACTED]

#### 5. Key Personnel

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

[REDACTED]

#### 6. Reports

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

#### 7. Duty of Care

All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call-down Contract will come under the duty of care of the Supplier:

- I. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
- II. The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified FCDO in respect of:
  - II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
  - II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
- III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are



## Foreign, Commonwealth & Development Office



reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

- IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- V. Where FCDO is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

### 8. Call-down Contract Signature

- 8.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within **15 working days** of the date of signature on behalf of FCDO, FCDO will be entitled, at its sole discretion, to declare this Call-down Contract void.

No payment will be made to the Supplier under this Call-down Contract until a copy of the Call-down Contract, signed on behalf of the Supplier, returned to the FCDO Contract Officer.

Signed by an authorised signatory  
for and on behalf of  
Secretary of State for Foreign, Commonwealth  
and Development Affairs

Name:

Position:

Signature:

Date:

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

[

Name:

Position:

Signature:

Date:

## **Terms of Reference – Safeguarding Resource and Support Hub, Nigeria Hub**

### Contents

1. INTRODUCTION .....	1
2. HIGH LEVEL OBJECTIVE OF PROGRAMME .....	2
3. RECIPIENT & BENEFICIARIES .....	2
4. SCOPE OF WORK & KEY DELIVERABLES .....	3
4.1 Objective 1: Hub delivery .....	3
4.2 Objective 2: Sustainability testing.....	4
4.3 Stakeholder Engagement.....	4
5. BUDGET AND TIMEFRAME:.....	5
5.1 Payment Model/Mechanism.....	5
6. TECHNICAL REQUIREMENTS .....	6
6.1 Delivery Model & Management Requirements .....	6
6.2 Skills & Competency .....	7
6.3 Management, Governance and Reporting .....	7
7. TRANSITION/EXIT PHASE .....	8
8. GENERAL REQUIREMENTS .....	9
8.1 Legislation: Development Act, Gender Equality, Disabilities.....	9
8.2 Supplier & Programme Registration.....	9
8.3 Environmental Considerations .....	9
8.4 Safeguarding Considerations.....	10
8.5 Modern Slavery.....	10
8.6 Due Diligence .....	10
8.7 UK Aid Branding .....	11
8.8 Digital spending .....	11
8.9 Transparency.....	11
8.10 DUTY OF CARE .....	12
8.11 General Data Protection Regulation (GDPR) .....	12
ANNEX A: Draft Potential Key Performance Indicators: Safeguarding Resource and Support Hub, Nigeria Hub .....	14
ANNEX B: Schedule of Processing, Personal Data and Data Subjects.....	15

## **1. INTRODUCTION**

This Terms of Reference (ToR) is for support to the Nigeria Safeguarding Resource and Support Hub (RSH). The programme began in 2019 and the Nigeria Hub opened in 2021 with the aim of supporting smaller, local civil society organisations (CSOs) in the Global South who deliver international aid to strengthen their safeguarding policy and practice against sexual exploitation and abuse, and sexual harassment (SEAH).

The original scope of the project included a global hub and eight national hubs that would each run for two years. The hubs in Africa (Ethiopia, Nigeria and South Sudan) have recently come to an end as planned. The Global Hub and national hubs in Middle East North Africa (MENA) and South Asia regions are still running and the whole programme ends in December 2024. Evidence from a recent annual review and interviews with stakeholders indicates that there is still appetite in Nigeria for support from the national hub and to pilot an approach to transfer the national hub to local ownership, a possible model to sustain the national hub in the long term.

FCDO is seeking a single supplier to run RSH Nigeria until early December 2024, with scope for a 4-month extension option.

## 2. HIGH LEVEL OBJECTIVE OF PROGRAMME

RSH Nigeria is intended to ensure that CSOs delivering aid in Nigeria have access to the tools, guidance, support and training they need to ensure that they do no harm.

The main objective of this contract will be to deliver direct support to organisations in Nigeria, aligning with the three outcomes that guide the global RSH approach:

- Improving **dialogue** on safeguarding against SEAH amongst organisations in the aid sector to facilitate shared learning and raise awareness;
- Building the safeguarding **capacity** of less-resourced CSOs, including mainstreaming safeguarding within organisations and shifting organisational culture;
- Generating **evidence** on what works in safeguarding against SEAH in the aid sector and making it accessible and contextualised to less-resourced CSOs, contributing to the global evidence base.

The second objective will be to explore options for local ownership of the Nigeria Hub, building on exploratory work completed by the programme to date to identify and implement an approach.

This contract will use an existing online platform that hosts the global and national RSH hubs. The specific RSH Nigeria Hub landing page is available in multiple local languages and signposts contextualised resources and direct support opportunities. These activities have been informed by a country assessment that was completed at the beginning of the Nigeria Hub's lifetime. The Hub will be demand-led, planning activities based on engagement with the target audience of small, less-resources local CSOs.

## 3. RECIPIENT & BENEFICIARIES

The programme is intended primarily to benefit small to medium sized CSOs in Nigeria who are least able to pay for this support themselves. However, larger CSOs, networks, private sector organisations, international organisations, and government stand to benefit from the hub's work. Special consideration will need to be given about how to engage more rural organisations with poor internet access.

## 4. SCOPE OF WORK & KEY DELIVERABLES

FCDO is seeking a supplier to deliver the full scope of the RSH Nigeria programme. They will engage, develop and deliver a programme of capability building and identify and engage with a local organisation to take over the running of the hub.

The supplier will need to align work closely with the existing global RSH programme that is run by a consortium led by Options and the programme team within FCDO's Safeguarding Unit. This will include:

- Working with the existing team to update the [online site](#)
- Using existing RSH branding on all products
- Drawing on the learning and experience that the existing programme has built as well as the demand from the target audience.
- Maintaining regular contact with the Global RSH team to share plans for upcoming activities and lessons.
- Where relevant signposting tools and resources from the Global RSH site and responding to queries received by the Global site relevant to the Nigeria context.
- Where relevant working together on stakeholder engagement and communications, in particular sharing a communications plan so that both teams can amplify each other's activities.

### 4.1 Objective 1: Hub delivery

Pillar 1 Dialogue	<ul style="list-style-type: none"> <li>- Maintain and continually refresh the <a href="#">online platform</a> with latest tools, guidance and support to ensure it reflects the latest thinking,</li> <li>- Continual quality assurance of all content on online platform.</li> <li>- Use stakeholder mapping to identify key allies and methods to disseminate information on SEAH to a wide audience of small CSOs.</li> <li>- Engage with national and regional networks, international institutions working in Nigeria, government and existing RSH partners in Nigeria to engage with CSOs and direct organisations to regionally contextualised advice from RSH platform or elsewhere.</li> <li>- Facilitate sharing and pooling of resources, expertise and best practice, including via a Community of Practice.</li> <li>- Be an approachable point of contact for organisations of different sizes, cultural and linguistic backgrounds.</li> <li>- Conduct continual marketing and communications to maximise the reach of the programme across Nigeria, particularly with organisations working with or groups identified as being at highest risk of SEAH.</li> </ul>
Pillar 2 Capacity	<ul style="list-style-type: none"> <li>- Identify and contribute to a <a href="#">list of up to date, local, quality assured specialists</a> who can support organisations dealing with SEAH; such as advisors who can conduct due diligence assessments; SEAH</li> </ul>

	<p>investigation specialists; regionally contextualised legal advice; appropriate support services for survivors.</p> <ul style="list-style-type: none"> <li>- Develop new or contextualise <a href="#">existing resources on SEAH</a> safeguarding for the Nigeria context and translate them into relevant local languages.</li> <li>- Support for eligible organisations to adhere to agreed international standards on safeguarding against SEAH through webinars, tailored in-person and online training sessions, a <a href="#">mentorship scheme</a> and a helpdesk.</li> <li>- Seek to provide support to organisations who have less access to the internet via in-person training and hard-copy resources.</li> <li>- Work with the global RSH programme to quality assure all services provided and ensure they are coherent with the global RSH brand.</li> <li>- Engage with end users to identify demand for services and quality assure them.</li> </ul>
Pillar 3 Evidence	<ul style="list-style-type: none"> <li>- Provide a one stop shop for quality assured research and evidence on safeguarding against SEAH in Nigeria, supporting organisations/individuals to achieve the required standards.</li> <li>- Identify evidence gaps and commission or support research on SEAH safeguarding and what works to build organisational capability.</li> <li>- Disseminate new research in a way that is easy for organisations to understand and implement.</li> <li>- Build contextual knowledge on safeguarding against SEAH, taking into account different cultural norms.</li> <li>- Draw lessons from RSH activities on the best way to improve organisational capability and disseminate this across the global RSH platform.</li> </ul>

## 4.2 Objective 2: Sustainability testing

Pillar 1 Development (4 months)	<ul style="list-style-type: none"> <li>- Review of lessons and stakeholder engagement on sustainability conducted by RSH in Nigeria to-date.</li> <li>- Conduct stakeholder mapping to identify and engage with potential local owners for RSH Nigeria</li> <li>- Develop requirements for a local hub owner and a handover model for the national hub, including capability building plan for the local partner, relationship with the global model and potential financing models.</li> <li>- Evaluation of feasibility of approach and decision point with FCDO on whether the model should proceed to a testing phase.</li> </ul>
Pillar 2 Testing (12 months)	<ul style="list-style-type: none"> <li>- Pilot agreed approach to handover including, entering agreement with local partner, building and testing their capability to run the hub, setting up governance process to link with global, developing a workplan for the hub.</li> <li>- Evaluation of feasibility of approach and dissemination of lessons from the pilot process across the global RSH platform.</li> </ul>

## 4.3 Stakeholder Engagement

The supplier will be required to engage actively with a range of stakeholders, primarily the global RSH consortium led by Options who run the global hub and five hubs in MENA (Jordan, Syria and Yemen) and South Asia (Pakistan and Bangladesh) as well as the Eastern Europe Hub (Romania, Moldova, Poland) that is run by Social Development Direct. This will be essential in the running of the online Nigeria hub and to ensure alignment between RSH Nigeria activities and global activities. The supplier will also be required to engage with:

- i. Small, local CSOs in Nigeria as end users of the system and potentially vulnerable individuals who are at a higher risk of SEAH
- ii. Networks of CSOs, Women's Rights Organisations and Organisations for People with Disabilities in Nigeria who facilitate the sharing of information with the target audience
- iii. Larger international CSOs, multilaterals and other donors who may also use the globally available services or agree to co-fund future iterations of the programme
- iv. Research bodies including universities, think tanks and consultancies which will be engaged in building evidence and boosting innovation
- v. National and local government who may use the Nigeria services and are key in creating a safe environment for CSOs to operate within
- vi. Survivors and victims of SEAH and their representatives, whose needs will be considered throughout implementation.

## **5. BUDGET AND TIMEFRAME:**

The contract will run for an initial term of up to 16 months from mid-August to the beginning of Dec 2024. The contract will also have a potential time and cost extension option of 4 months up to March 2025

The maximum budget for the initial 16-month contract term is up to £365,000 with the maximum budget for the 4-month extension option is an additional £80,000.

It should be noted and reflected in the bidders proposal that the maximum budget availability for FY 23/24 (Aug 23 to March 24) will be approx. £165,000, but the budget for FY24/25 (Apr to Dec 24) will not be determined until likely early calendar year 2024.

FCDO reserves the right to scale up or down or to discontinue this programme at any point in line with FCDO Terms and Conditions and at its sole discretion. Scaling down is at FCDO's discretion and may occur for several reasons, including but not limited to:

- Poor performance by the Supplier in line with the terms and conditions of the contract;
- Availability of approved budget;

### **5.1 Payment Model/Mechanism**



Bidders should be aware of the total maximum budget for the programme and should ensure that their proposals demonstrate how they will deliver a programme up to the maximum budget for assistance in the most cost-effective way, offering high-quality assistance at the best possible price. Indicative figures should include all costs associated with the establishment of the consortium, management and programme costs. All fees proposed should cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, local and government taxes (as applicable), insurances, superannuation, nonworking days and all other costs including, but not limited to, passports, visas and vaccinations, overheads and expenses of any nature that may be incurred.

FCDO programmes are not automatically tax exempt and therefore Suppliers may be liable to pay tax in respective of countries of operation. Full tax compliance of individuals is expected.

The contract will operate on a Payment-by-Results (PbR) basis and specifically on a Hybrid Payment model: (i) 100% of expenses will be paid quarterly in arrears on actuals; (ii) 80% of fees will be paid quarterly in arrears and (iii) 20% of fees will be linked to satisfactory delivery of agreed key milestones.

These milestones/outputs will be agreed between both parties **within 60 days of the contract start date** with effect for the remainder of the contract and take into account the key deliverables outlined within this ToR. Value for money will be monitored throughout the life of the programme. Bids should reflect suppliers' policy on/approach to value for money and demonstrate their ability to monitor and report on this throughout the life of the programme, including identification of future savings and efficiencies that can be realised throughout the programme lifetime. Value for money indicators are expected to be reflected within the agreed Workplan and monitored regularly.

## 6. TECHNICAL REQUIREMENTS

### 6.1 Delivery Model & Management Requirements

The supplier will be expected to provide appropriately skilled personnel and systems to ensure appropriate strategies and effective day to day management of the programme.

FCDO expects bidders to propose their own staffing structure to demonstrate an optimal combination of strategic, management and technical expertise across the project team with the optimal balance of a mixture of both an international and in country presence.

The supplier should outline in its bid the programme management structure they intend to employ and why they believe this to be the best way to deliver the outputs of the programme. The proposal should demonstrate how the proposed team structure will work to deliver the expected objectives in practice and the distribution of effort between in country and global presence, and contextual expertise. It should also be clear how their model will reach the targeted audiences while also aligning to the outputs of the Global RSH Programme.

## 6.2 Skills & Competency

The supplier will be afforded flexibility in the structure and composition of the project team, which should be clearly specified in the proposal. The structure will be expected to evolve with the programme, particularly in relation to objective two over the two phases. However, while flexibility will be allowed it is envisaged that the project team shall comprise experts covering a range of technical expertise and possessing specific set of skills as outlines below:

- Experience of running similar demand-led capability building projects with small organisations in Nigeria and running online information sites.
- Expertise in safeguarding against SEAH and global standards, gender equality and inclusion, child safeguarding and disability inclusion.
- Expertise in organisational change and the delivery of multi-media education and capability building activities across web-based platforms (including webinars) and in-person.
- Experience conducting research projects and monitoring and evaluation of programme activities, and dissemination of this work.
- Experience of contextualising work for different contexts, ideally Nigeria-specific.
- Expertise in programme management of adaptive programmes, coordination across multiple partners
- Experience conducting stakeholder engagement, communications and demand-led programming, including driving engagement with local, small and rural.

## 6.3 Management, Governance and Reporting

Implementing partner performance will be managed using a robust performance management framework including a logframe and Key Performance Indicators (KPIs) built into the contract. The logframe will draw on the existing [RSH global logframe](#) in order for consistent monitoring across the programme and be agreed between the supplier and FCDO SRO. They will likely cover:

- i. Evidence that the programme has led to organisational change
- ii. Stakeholder engagement and communications to promote RSH resources and reach a wide audience
- iii. Effectiveness in building support networks amongst CSOs and the wider sector to create a supportive environment for safeguarding
- iv. Ability to produce high-quality contextualised tools and guidance relevant to the Nigeria context
- v. User satisfaction with resources and services provided
- vi. Number of users accessing the services and resources provided
- vii. Effectiveness of engaging with local stakeholders on ownership of the programme and development of a strategy for handover or responsible exit plan
- viii. Evidence of learning lessons and disseminating best practice on SEAH safeguarding and organisational capability building

KPIs and logframe will be agreed between both parties within 60 days of the contract start date with effect for the remainder of the contract. Please see ANNEX A: Draft Potential Key Performance Indicators.

The Supplier will report directly to FCDO. FCDO management will be led by the Safeguarding Unit within the Development and Open Societies Directorate. FCDO will contract one supplier for the programme who will be responsible for delivering the full Terms of reference. The supplier should identify a senior representative(s) with whom any contract management issues may be escalated. Where applicable in the case of any sub-contracted components, the supplier will also be responsible for financial, procurement and risk management of the Project.

The supplier will provide the following as a minimum:

- A work plan detailing how the supplier will go about delivering the programme. During implementation of the programme the Supplier will be expected to update as required and share these on a quarterly basis with the FCDO.
- Quarterly financial forecasts and monthly invoices (or at a frequency to be agreed) to FCDO covering all the requirements to be delivered throughout the implementation and exit phases.
- Key Programme management documents including: logframe (to be agreed from above), VFM strategy, risk management matrix, asset register and stakeholder mapping (updated every 6 months). VFM strategy, communications plan.
- High quality quarterly progress reports covering all the contract requirements, including progress against agreed KPIs, risk and value for money, to be delivered throughout the Implementation Phase (submission date to be agreed).
- Quarterly Progress meetings with the FCDO to discuss project updates and progress, including updates to the workplan, risk management, finance management, progress against KPIs and stakeholder engagement. In addition to this, ad-hoc reporting with the FCDO will be expected as often as a monthly basis. The timing and format will be agreed between the Supplier and FCDO.
- Final reporting on programme performance, achievements and learning as required by FCDO to be provided during closure phase as agreed in the exit plan (see section 7).

The Supplier will maintain regular dialogue with FCDO's programme management team, guided by FCDO's Procurement and Commercial Department, to ensure compliance with all terms and conditions set out in the contract before any contract amendment approval is sought from FCDO's Commercial team. This includes on best practice financial management, including timely and accurate financial forecasting and invoicing and cost control; and effective contract management, including early notification on any proposed changes to the contract. The Supplier will also be expected to alert FCDO to any new or escalating risks that are likely to impact on the programme, and/or arising opportunities for delivering more benefits that occur outside of regular reporting timeframes.

## 7. TRANSITION/EXIT PHASE

A Transition/Exit plan will be developed by the supplier in the first three months of the contract, this will be added to the logframe and submitted for review in the first quarterly

report. The Transition/Exit Plan will cover sustainability, exit or handover strategies, depending on the outcome of the sustainability pillar. This will include a project closure report, with other activities being identified as part of the Transition / Exit plan.

The implementation of the Transition/Exit plan will be reviewed by the FCDO's SRO during the last 12 months.

## **8. GENERAL REQUIREMENTS**

### **8.1 Legislation: Development Act, Gender Equality, Disabilities**

In line with the International Development Act (2014), this programme supports poverty reduction and gender inequality by supporting those organisations that deliver poverty reduction programmes to reduce the likelihood of SEAH being perpetrated by their staff.

**Gender Equality:** Women and girls are disproportionately affected by SEAH in the aid sector, and the perpetrators of SEAH are predominantly (although not exclusively) male. This programme is a key measure being introduced to strengthen organisational capacity and capability across the sector by supporting aid delivering organisations to prevent SEAH. This in turn will contribute to challenging power imbalances, of which gender is a key factor, throughout the delivery chain.

**People with disabilities:** It is important that people with disabilities are included in the design of, and benefit from, the RSH. People with disabilities are at increased risk of sexual abuse and exploitation in many countries where they are more likely to be poorer, less educated and have greater societal disadvantages than non-disabled peers. Women and girls with disabilities are at least twice as likely as non-disabled women and girls to be victims of rape and sexual abuse. RSH Nigeria has identified disability as a focus area to date.

### **8.2 Supplier & Programme Registration**

The supplier must ensure they are compliant with Nigerian Law in regards to carry on business in Nigeria. Please see the Companies and Allied Matters Act, 2020 and any other relevant legislation as applicable.

It is at the supplier's discretion as to how they comply with this legislation, whether that be registration of themselves or entering a partnership with a local organisation.

### **8.3 Environmental Considerations**

The Supplier should ensure due consideration is given to the environmental impact of all work undertaken, both in terms of minimising any direct negative impacts, and the extent to which research findings contribute to positive environmental management.

Specific attention should be paid to ensuring individuals travel by economy class and reducing carbon footprint through, for example, using recycled paper and minimising printing and other waste. Where possible, the Supplier should assess the value for money of using digital technologies for communication to avoid excessive travel.

## **8.4 Safeguarding Considerations**

The project's focus is to support organisations in the international aid sector to strengthen their safeguarding against sexual exploitation and abuse, and sexual harassment (SEAH).

It is vital that through their operations suppliers do no harm and take all reasonable steps to prevent social and environmental harm, including SEAH, from occurring to local people and to respond appropriately when harm or allegations of harm occur. This particularly includes careful consideration of the risk of retraumatising victims and survivors of SEAH.

Suppliers need to work with FCDO to ensure meaningful participation throughout the programme cycle from survivors/their representatives, as well as independent technical experts with experience of engaging with survivors.

Suppliers should have appropriate policies and procedures in place to expressly prohibit sexual exploitation and abuse, and physical and emotional violence. This includes protocols for reporting and addressing such acts.

The Supplier should keep FCDO updated on safeguarding issues in their reporting and whenever new risks arise.

## **8.5 Modern Slavery**

The [HMG Modern Slavery Statement](#) sets out how UK Government departments must take action to ensure modern slavery risks are identified and managed in government supply chains.

The [FCDO Supply Partner Code of Conduct](#) sets out the expectation for all supply partners to have full awareness of the International Labour Organisation (ILO).

Suppliers will be expected to ensure they and any sub-contractors fully comply with these.

## **8.6 Due Diligence**

FCDO undertakes due diligence assessments of all organisations funded. It will assess whether the Supplier has the necessary policies, processes, governance systems and

resources including human resources with the right skills and expertise to manage FCDO funds, for the purpose they were awarded, and to deliver the programme successfully. This will include the proposed arrangements between the consortium-lead and its associated consortium members. This may include site office visits.

Suppliers are directed towards the guidance on FCDO Enhanced Due Diligence, particularly with reference to safeguarding.

## **8.7 UK Aid Branding**

Implementing partners that receive funding from FCDO must use the UK aid logo to be transparent and acknowledge that they are funded by UK taxpayers. Partners 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 FCDO.

## **8.8 Digital spending**

All digital content produced by the Supplier is subject to UK government digital principles as set out by the Government Digital Service (GDS). All digital developments should:

- Put the needs of users first;
- Learn from and improve these services over time;
- Be freely available for other FCDO programmes to use;
- For more information see: <https://www.gov.uk/designprinciples>.

The Supplier should consider the use of digital elements to maximise value for money while ensuring the programme remains inclusive and fully accessible. This includes ensuring that branding and communications are effectively utilised to maximise the global reach of the programme, for example in remote or high-risk areas at particularly high risk of SEAH.

The Supplier should not propose unnecessary bespoke systems or tools to implement and instead make use of existing and freely available systems and tools in all aspects of the programme where possible.

## **8.9 Transparency**

FCDO requires suppliers receiving and managing funds to release open data on how this money is spent, in a common, standard, reusable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.

It is a contractual requirement for all suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this to FCDO. Further information is available from: [www.aidtransparency.net](http://www.aidtransparency.net)

Further, the FCDO SRO and programme team will work closely with the implementing partners to ensure transparency and accessibility of programme information and documents in accordance with FCDO requirements. Programme Information will be publicly available on FCDO's Development Tracker website.

## **8.10 DUTY OF CARE**

The supplier is responsible for the safety and well-being of their personnel and third parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

Specific duty of care responsibilities include, as a minimum:

- i. The Supplier will be responsible for all security arrangements and His Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
- ii. The Supplier will be responsible for insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified FCDO in respect of:
  1. Any loss, damage, or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Contract.
  2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Contract.
- iii. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- iv. The costs of any insurance specifically taken out by the Supplier to support the performance of this Contract in relation to Duty of Care may be included as part of the management costs of the project and must be separately identified in all financial reporting relating to the project.
- v. Where FCDO is providing any specific security arrangements for Suppliers in relation to the Contract, these will be detailed in the Terms of Reference.

When travelling, the supplier is responsible for ensuring appropriate safety and security briefings for all their personnel working under this Contract and ensuring that their personnel register and receive briefing. Travel advice is also available on the FCDO website, and the supplier must ensure they (and their personnel) are up to date with the latest position.

## **8.11 General Data Protection Regulation (GDPR)**

Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in ANNEX B





## **ANNEX A: Draft Potential Key Performance Indicators: Safeguarding Resource and Support Hub, Nigeria Hub**

<b>Ref</b>	<b>Indicator</b>
<b>KPI1.1</b>	The number of unique visitors that have accessed RSH Nigeria online Hub
<b>KPI1.2</b>	The number of primary products produced by RSH Nigeria (translated, contextualised, and total overall products) disaggregated by type
<b>KPI1.3</b>	The supplier produced regular Quarterly Reports to enable oversight and ensure delivery of activities across the programme, including progress against logframe indicators, demonstration of value for money and risk management.
<b>KPI2.1</b>	Completion of development phase of analysis on the feasibility of a localised Nigeria Hub that is self-funded, within an agreed timeframe.

## ANNEX B: Schedule of Processing, Personal Data and Data Subjects

This schedule must be completed by the Parties in collaboration with each-other before the processing of Personal Data under the Contract.

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

Description	Details
<p><b>Identity of the Controller and Processor for each Category of Data Subject</b></p>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this Call-down Contract:</p> <p>The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the <b>Parties are independent Controllers</b> in accordance with Clause 33.3 in respect of the following Personal Data:</p> <p>For the avoidance of doubt the Supplier shall provide anonymised data for the purposes of reporting on this project and so FCDO shall not be a Processor in respect of this data as it does not constitute Personal Data.</p>