

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: DAI Global UK Limited

Framework Agreement for: Global Economic Development Framework (GEDF)
Framework Agreement Purchase Order Number: PO 8126

Call-down Contract For: The Centre for Disaster Protection (CDP)

Contract Purchase Order Number: 10069

I refer to the following:

1. The above-mentioned Framework Agreement dated 11 February 2019;
2. Your proposal of 11 November 2020 and clarifications (recorded via e-mail correspondence) between 3 December 2020 and 26 March 2021

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 1 July 2021 ("the Start Date") and the Services shall be completed by 30 June 2025 ("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 recipients as defined in Annex A, Terms of Reference (the "Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £30,000,000 ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B.

4. FCDO Officials

- 4.1 The Project Officer is:

[REDACTED]

- 4.2 The Contract Officer is:

[REDACTED]

5. Key Personnel



Foreign, Commonwealth & Development Office



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:

- 7.1 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.
- 7.2 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:
- 7.2.1 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;
 - 7.2.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.



Foreign, Commonwealth
& Development Office



[REDACTED]

Signed by an authorised signatory
for and on behalf of
The 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,

Dai Global UK Limited

Name:

Position:

Signature:

Date:

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**The Centre for Disaster Protection
Terms of Reference**

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Summary

1. The Foreign, Commonwealth and Development Office (FCDO) is seeking to contract a Managing Agent to expand and scale-up the Centre for Disaster Protection ('the Centre'). This Terms of Reference sets out FCDO's requirements of that Managing Agent. It should be read in conjunction with the following Additional Documents:
 - a) The Centre Business Case - <https://devtracker.fcdo.gov.uk/projects/GB-1-205231/documents>
 - b) The Centre Logframe - <https://devtracker.fcdo.gov.uk/projects/GB-1-205231/documents>
 - c) The Centre's Five-Year Strategy - https://www.disasterprotection.org/s/Centre_For_Disaster_Protections_Strategy_2019-2024.pdf
 - d) The Terms of Reference (2018) for the initial, start-up contract for a Managing Agent of the Centre.
Note that the contract will be transitioned to the new supplier over a 60 calendar day transition period. The expected transition date for employees is the final day of the transition period – see Annex 1
 - e) The Core Centre Staff – see Annex 2
 - f) FCDO's Supply Partner Handbook - https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/890569/Supply-Partner-Handbook-June2020.pdf
 - g) FCDO's Research Ethics Principles and Standards - <https://www.gov.uk/government/publications/dfid-ethics-principles-for-research-and-evaluation>
 - h) Further Background Information on the Centre (attached):
 - (1) Centre for Disaster Protection 2020-2021 Workplan
 - (2) Centre for Disaster Protection 2020-2021 Budget
 - (3) 2019-2020 FCDO Annual Review of the Centre for Disaster Protection (also available online at <https://devtracker.fcdo.gov.uk/projects/GB-1-205231/documents>)
 - (4) Independent Evaluation of the Centre for Disaster Protection a (2019-2020) and b (2018-2019)
 - (5) Centre for Disaster Protection's Covid Pivot (dated April 2020) and 5b Update for the Board (dated April 2020)
 - (6) Centre for Disaster Protection Update for the Board (dated October 2020)

Any references within the above Additional Documents to the Department for International Development should now be replaced with the Foreign, Commonwealth and Development Office which succeeded it.
2. The Centre has been operational since early 2019, in a start-up phase which has included the recruitment of a small team and the establishment of some initial services and preliminary policies and ways of working. FCDO requires a Managing Agent (henceforth referred to as 'Supplier') who can deliver a major scale up of activities in order to reach the Centre's ambition of 'stopping disasters devastating lives' for the world's poorest and most vulnerable people.

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Programme Context

3. Disasters are an impediment to development. More than 200 million people per year are affected and economic losses are now reaching, on average, more than \$60 billion every year. Since 1980, these costs have been equivalent to one third of all official development assistance. Today, it is estimated that disasters force some 26 million people into poverty each year. Climate change will aggravate this.
4. The UK is investing to build the resilience of developing countries, and part of this must be to strengthen early action, response and recovery when disasters happen. Risk finance is an important part of this. Insurance, contingency funds and contingent credit are examples of risk financing tools that, if designed well, can provide cost-effective, rapid, reliable finance in emergencies. For example, risk finance linked to shock-responsive systems or public infrastructure can help to smooth the financial shock of disasters and reduce impacts through speeding recovery and reconstruction.

Description of programme

5. The Centre for Disaster Protection (the Centre) is the UK's flagship Disaster Risk Finance (DRF) technical assistance programme. It supports developing countries to strengthen their pre-disaster planning and financial arrangements so they can respond more rapidly and effectively when a disaster strikes, thereby reducing the impact on people and helping to safeguard economic development. The Centre, which is based in London, is funded by UKaid through the Prosperity Fund and the UK Foreign, Commonwealth & Development Office. The Centre works with a wide range of partners including country governments, development banks, humanitarian agencies, development insurers, private sector actors, leading research institutions and NGOs.

Objectives and Outputs

6. The Centre's mission is to support countries and the international system to manage risks, moving from reaction to readiness. Disasters should not be surprises – they can be planned and paid for in a way that means that adequate support is available to those who need it, when they need it, and so that future risks are reduced.
7. To achieve this mission, the Centre draws upon UK and global expertise in risk, humanitarian delivery and finance to provide a variety of outputs, which may be delivered by Core Centre staff, wider staff of the Supplier or by a roster of technical experts. These outputs are aligned with the Centre's five goals. Four of these are externally facing, and are set in the Centre's five year strategy. The last is internally facing as is not set out in the strategy.

External Goals:

1. **Quality Assurance:** impartial analysis and advice for developing countries, development actors and humanitarian agencies to support them to design and implement risk financing arrangements and embed them within effective systems for disaster response and recovery.
2. **Technical Assistance and Capacity Building:** knowledge and training for developing country governments, national disaster management agencies and other line ministries, as well as regional development banks, humanitarian agencies, civil society and other stakeholders.

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3. **Evidence, Experimentation and Learning:** investment in global public goods that develop new best practice, methodologies and tools, and produce evidence on what works.
4. **Advocacy and Influencing:** work to provoke change in how the multilateral system plans for and responds to disasters, including proactive comms.

Internal Goal:

5. **A Great Place to Work, including Core Centre Staff and Office Space:** agile systems for effective operational delivery and being a desirable employer where people are supported to do their best work

The Recipient

8. The recipients of the services provided by the Centre for Disaster Protection include:
 - a. Developing Country Governments
 - b. Other Country Governments, including donor organisations such as FCDO and its country offices, teams and departments
 - c. Non-sovereign entities including regional development banks, humanitarian agencies, civil society, think tanks and other stakeholders.
9. The clients of the services provided by the Supplier will include:
 - a. The Centre Board
 - b. FCDO

Current and Future Operating Situation

10. The Centre for Disaster Protection was announced by the then Prime Minister at the G20 meeting in 2017, to run for an initial period 2017-2021. The Centre is led by a Director. The first staff member (The Director) was recruited in February 2019.
11. A Five-Year Strategy (2019-2024) has recently been agreed for the Centre, which sets out the Centre's vision, mission, values, strengths, partners and goals. Some initial policies for the Centre are in place, as well as a monitoring, evaluation and learning (MEL) framework, branding and website/social media presence (see paragraph 72, Digital Spend). These will all be transferred to the new provider on award of contract.
12. The Centre team work in an office in the City of London. Given COVID-19 restrictions, the Centre team is currently home working but plan to start to return to the office from September. The Centre are co-located with a World Bank hub, also working on Disaster Risk Finance, which is not part of this contract. The Supplier will be required to arrange new physical space for the Centre in London, either by leasing a new office or by arranging accommodation as a shared space within the Supplier's own offices, and to manage arrangements to establish the Centre team at its new location. The Supplier will be required to source and have a new office space in London by the end of the transition period.

TUPE. Core Centre Staff and Broader Team

13. It is FCDO's view that the Transfer of Undertakings (Protection of Employment) Regulations ("TUPE") are likely to apply to this Contract, at least in respect of six Core Centre Staff. However, FCDO makes no representations or warranties in this regard and is not liable for this opinion. Potential Suppliers should obtain their own

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legal advice if necessary to determine whether or not TUPE will apply and if so to whom it will apply.

14. There are currently 6 employees who make up the Core Centre Staff:

1. Centre Director
2. Head of Country Programmes
3. Chief Economist
4. Lead Risk Finance Specialist
5. Lead Risk Finance Specialist
6. Research Assistant

15. There are two secondees from the UK government whose payroll and associated costs have been provided directly by the UK government:

7. Head of Multilateral Programmes and
8. Lead Actuary

16. FCDO will continue to provide payroll and associated costs for these two secondees roles as long as they remain secondees to the Centre.

17. Anonymous information on the individuals making up the Core Centre Staff, including job titles, work location, pay, working pattern / hours and holidays, is contained within Annex 2. Due to the highly sensitive information contained within the Annex, it will be password protected and only be provided to Potential Supplier's that register interest to bid and request the document with the intention of bidding. This data must not be used for any purpose other than submitting a bid and must be destroyed on request.

18. Potential Suppliers should carefully consider how they would manage any TUPE process. Full details of the proposed approach to TUPE must be presented in Potential Suppliers' tender responses.

19. Following any transfer of individuals to Supplier, it is expected that there will be a significant scale up in the Centre's operations, including recruitment by the Supplier of multiple new Core Centre Staff over the contract period, from the current 6 to approximately 20 people, as instructed by the Director. An indicative timeframe follows:

	2021	2022	2023	2024
Director	1	1	1	1
Principals	4	4	4	4
Senior Consultants	4	5	5	5
Consultants	5	7	9	9
Total	13	17	20	20

20. This is indicative only of the Core Centre Staff. We have intentionally not included estimated headcount for programme management, procurement or other administrative staff. The Supplier will put forward a suitable core Operational Team of programme management and administrative staff and a commercial function who can support the Core Centre Staff in delivering the Centre's mission. These individuals together should have a proven track record of leading, managing and delivering

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comparable multi-year, multi-country, large-scale programmes on time and to agreed quality standards and budgets.

21. The Supplier must structure, source and provide a flexible team of core and thematic surge technical assistance support that encompasses:

- Core, in-house expertise in:
 - Procurement
 - Programme and Research Management
 - Financial Management
 - HR management
 - Communications and Stakeholder Engagement
 - Monitoring, Evaluating and Learning
- Surge technical expertise across:
 - Risk management
 - Economics
 - Public financial management
 - Risk modelling
 - Finance
 - Actuarial science
 - Humanitarian delivery
 - Gender
 - Inclusion
 - Monitoring and evaluation
 - Service delivery

Note that the Supplier is not expected to have the full range in-house.

22. The tender should include an overview of the kinds of inputs available through the Potential Supplier's core team and consultant roster for technical assistance support.

23. It is for the Potential Supplier to provide their solution on how they will provide the services and how they propose, if at all, to deal with the transition of current staff other than the Core Centre staff. The Potential Supplier should provide an organogram of the core Operational Team detailing the structure, roles and positions which it will appoint in order to deliver on the Scope of Work.

24. The Supplier will be required to scale-up the Centre in terms of organisational development and expansion. The Supplier must go beyond the start-up phase and create an organisation that can work at a larger scale, including the use of technical assistance support to provide significant in-country presence. The Supplier will have expertise in facilitating and growing sustainable projects and organisations, and a clear approach and plan to deliver this requirement.

Scope of Work

25. The Supplier will support a significant expansion of the Centre between 2021 and 2025.

26. The Supplier would be expected to transition any existing arrangements seamlessly. The main focus of the Supplier should be on refining and improving processes so that

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the Centre can move effectively out of start-up phase and become an established, well-functioning organisation.

27. The Supplier will be responsible for delivering the operational aspects of the Centre under the direction of the Centre's Director. This will be a mixture of administrative/ programme management and technical services. On the administrative/ programme management side, this includes financial management, HR management, procurement of goods and services, inputs to work planning, reporting, events management, legal services, support to Board and office administration and management. The Centre envisages moving to a structure whereby they can provide chargeable services, such as quality assurance or technical advice, for a fee. The Supplier will prepare plans for such a structure, and be ready to implement those plans.
28. On the technical side, this should include the ability to provide expertise for use by the Centre across a wide spectrum of related specialisms including risk management, economics, public financial management, risk modelling, finance, actuarial science, humanitarian delivery, gender, inclusion, monitoring and evaluation, service delivery, research management and communications. The Supplier is not expected to have this full capacity in-house or within their consortium from the outset; instead they should demonstrate how they will source and ensure quality from both external experts and any existing staff that they would wish to use to deliver the contract.
29. The Supplier will implement these operational activities, but the strategic direction for the programme will come from the Director and, ultimately, the Centre's Board. The Managing Agent will need to provide a core Operational Team of programme management and administrative staff.
30. The Supplier will be required to arrange new physical space for the Centre in London, either by leasing a new office or by arranging accommodation as a shared space within the Supplier's own offices, and to manage arrangements to establish the Centre team at its new location.
31. The following responsibilities are envisaged within the Contract:

External goals: <ol style="list-style-type: none"> 1. Quality Assurance 2. Technical Assistance and Capacity Building 3. Evidence, Experimentation and Learning 4. Advocacy and Influencing 	
For each of the four external goals: Management of a call down roster of technical experts for the Centre	<p>Providing surge, research, administrative (including physical deployment where necessary) and, technical inputs to the Centre's work as required across the four external goals, through a suitably qualified, pool of consultants for use by the Director and wider Core Centre staff. The roster's capability should cover risk management, economics, public financial management, risk modelling, finance, actuarial science, humanitarian delivery, gender, inclusion, monitoring and evaluation, service delivery, research management and communications, as well as other areas identified by the Core Centre Staff.</p> <p>This roster would need to be dynamic, as workplans develop. The Supplier should have a clear approach to incorporating Gender Equality and Social inclusion into consultancy expertise.</p>

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	<p>The roster may include Supplier staff. The Supplier will agree the list of names on the call down roster with the Director on a rolling basis.</p>
<p>For each of the four external goals: Procurement, grant and contract award management</p>	<p>The Core Centre Staff will develop ToRs and calls for proposals, manage procurement, grant or contract awards, comms services such as website or social media management, and management for research, analytics, innovation/pilots, to contribute across the external goals. We anticipate that this will represent the bulk of managed funds.</p> <p>Contracting modalities should be flexible to specific research and development needs, including at least the possibility of:</p> <ul style="list-style-type: none"> - solicited (e.g. through open research calls or challenge funds) and unsolicited proposals under a light-touch process; - accountable grants to relevant organisations, research institutions or individual academics; - joint research between the Centre and other research institutions, under which grant-making may be done by the partner institution using their modalities for funding research. - <p>The Supplier must have expertise and flexibility in relation to procurement modalities, and a strong approach to incorporating Gender Equality and Social inclusion into all procurement.</p> <p>Due diligence and compliance with FCDO policy relevant to procurement, including FCDO's supply partner handbook and FCDO's ethics principles and standards for research, evaluation and monitoring (link available in paragraph 1 above). It is a requirement that all partners FCDO commission and fund comply with the Ethics Principles. Partners will be required to include consideration of ethical issues and a statement that they will comply with the ethics principles.</p> <p>The Centre's Phase 1 Research Fund currently funds a number of contracts to support delivery of the Centre's work. FCDO anticipates that the large majority of these contracts will have completed by the end of the Phase 1 contract. There may be some contracts that are still ongoing. In this case, the Supplier would be responsible for managing the payments for the remainder of these contracts, given that suppliers are not paid in advance of need. Payments associated with these contracts will not be above £500,000 and will come from outside the below indicated budget.</p>
<p>For each of the four external goals: Plan and run events as required</p>	<p>All logistics for events as directed by the Core Centre Staff, such as workshops, including sub-contracting of venues, facilitators and advisers as required, across the external goals.</p>
<p>Internal Goal: A Great Place to Work</p>	

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Contracting and all HR support functions for Core Centre Staff	<p>Recruitment, contracting and HR support (including pensions, benefits etc) for the Core Centre Staff: currently 6 people (excluding 2 employed by HMG), likely to increase to approximately 20 people over the contract period – see above section on TUPE paragraphs 13-24. The Supplier will have excellent expertise in HR support, and clear projections for timescales for contract establishment and payroll, and evidence to support those projections.</p> <p>The Centre has an ambition to be a great place to work and the context provided by the Supplier will be key to achieving this. The Supplier must support staff to do their best work, provide a conducive environment within which the Centre can go to the next level and support Gender Equality and Social Inclusion in the Centre.</p>
Board support	<p>Acting as Secretary to the Centre Board and relevant sub-committees, including commissioning of papers, preparation of minutes and organisation of the agenda, working with the Director.</p> <p>Administration of any Board remuneration and expenses as required.</p>
Monitoring, Evaluation and Learning	<p>Lead and implement monitoring, evaluation and learning (MEL) for the Centre, update live MEL framework and strategy.</p> <p>Collation of Centre achievement progress and impact against logframe. Inputs to annual reporting as needed.</p>
Liaison with Independent audit and evaluation	Supporting any independent audit, external evaluation and/or review processes (e.g. ICAI) that may be required.
Office administration	<p>Office management/administration, including full time office administrator onsite in London running the office, acting as office first-aider, fire warden and executive assistance to the Centre Director.</p> <p>Supplier responsible for day to day running (eg IT equipment and support, utilities and supplies, health and safety and security, including both physical and information security).</p>
Office space procurement and management.	Identification and lease of standalone office or shared working space in London (preferably in the City of London) of approximately 1,500 sq ft in the first two years, rising to approx. 3,000 sq ft from then on. To support Centre impartiality, the office space should prominently feature the Centre branding. Whilst it would be possible to be based within a professional services or consultancy firm, for example, Potential Suppliers should clarify how their proposals will ensure suitable optics given that the Centre is impartial. Working space should be available from the end of the transition period.

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	<p>Utilities and services including broadband and access to tele- and video-conferencing provided and managed on an ongoing basis.</p> <p>Consideration of reasonable adjustment for workers with disabilities, or physical or mental health conditions, and other inclusivity considerations.</p> <p>The Centre needs to be located in London to give easy access to the City, Whitehall and other relevant organisations. The Centre can be very flexible on how the space is configured, although it should include confidential areas and meeting rooms.</p> <p>Consideration of consultation of Centre staff, with feedback loops to ensure office space continues to meet Centre needs.</p>
Budgeting, reporting and invoicing	<p>Annual budgets and workplans, quarterly budgets and workplans broadly based on those annual budgets and workplans, with demonstrated vfm, cost efficiency and forecast accuracy.</p> <p>Quarterly financial reports using agreed template, with invoices for agreed milestone payments.</p>
Record-keeping, risk matrix, mitigation and tracking.	<p>Maintain a full project electronic record/file system (which can be transferred to FCDO and/or the project at the end of the Contract).</p> <p>Maintaining risk matrix and mitigation strategy, to be reported against in quarterly reports.</p>
Fraud and corruption	<p>Procedures and systems in place to minimise the risks of fraud, corruption and other downstream delivery risks.</p>
Due diligence and compliance, including around intellectual property	<p>Responsible for due diligence on staff and subcontractors (including grant recipients) and ensure project compliance, including FCDO's Supply Partner Code of Conduct, safeguarding, modern slavery, Principles for Digital Development, use of UK aid branding and other requirements against FCDO policies.</p> <p>Track and maintain compliance on intellectual property (all IP to rest with FCDO and the Centre unless explicitly agreed otherwise).</p>
Security and Travel Support	<p>Duty of Care, security and travel advice, visa and logistics for staff travel.</p>
Managing conflicts	<p>Refinement, ongoing maintenance and monitoring of Centre conflicts of interest policy and procedures.</p>
Gender inclusivity &	<p>Support implementation, monitoring and reporting of gender, equity and social inclusion strategy for the Centre, working closely with the Director and Core Centre Staff to support the mainstreaming of GESI across the Centre's work.</p>
Chargeable Services	<p>Design structures to enable the Centre to provide chargeable services to external clients and stand ready to implement these designs.</p>

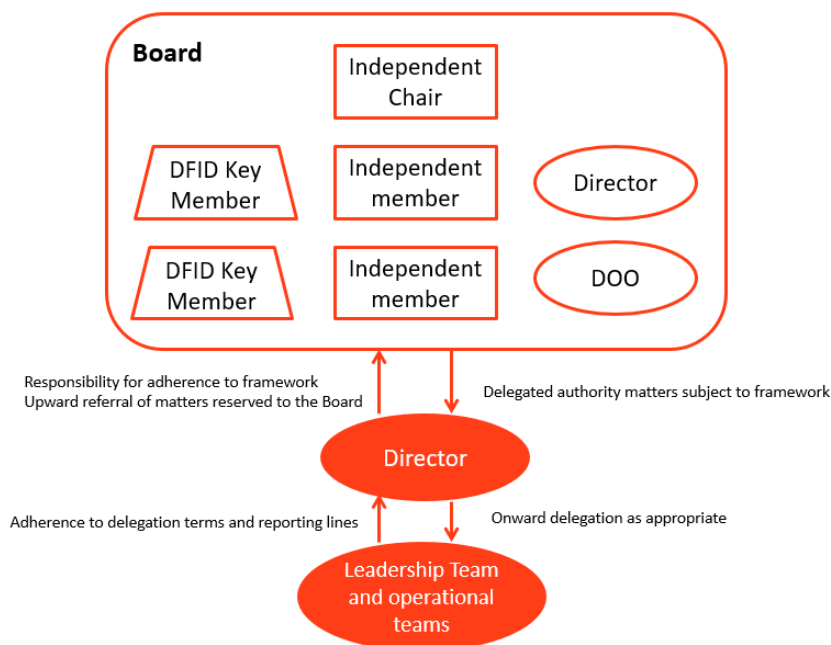
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Governance

32. As part of the future scaling up of operations, the Centre is transitioning to new governance arrangements. These new arrangements establish a fiduciary Centre Board, comprising of: an independent Chair and other independent members, FCDO key members who have negative control over Board decisions, the Centre Director and another representative from the Supplier (the Director of Operations, see below). The Board provides strategic direction to the Director, who will in turn instruct the Centre's leadership and operational teams. The Supplier, via the Director, will therefore report and be accountable to the Board for delivery of services, rather than just to FCDO.
33. The Centre has a Leadership Team that provides strategic direction and management for the Core Centre Staff (and are included in the Core Centre Staff team). The Leadership Team currently comprises a Chief Economist and Heads of Country Programmes and Multilateral Programmes¹. The Leadership Team has been hired under the existing start-up contract and is managed by the Centre's Director. The Director appoints the Leadership Team. Future Directorial appointments will be agreed jointly between the Supplier and the Centre Board (including FCDO).
34. The Supplier will appoint a new Director of Operations for the Centre, by mutual agreement with the Centre's Director. This Director of Operations will be an integral part and supportive member of the Leadership Team, and report to the Centre Director, and via the Director be accountable to the Centre Board. In practice the Supplier will work closely with the Director and wider Core Centre Staff on delivery across the whole scope of work of this programme.
35. The Centre's Director is accountable for the Centre's technical and financial operations under the Board, including the operations of the Supplier. The Director therefore will be accountable for delivering the core of the contract, akin to a Programme Director role. The Director is performance assessed by the Centre Board.
36. The Centre Board will have a number of sub-committees, including on: Development Impact; Expenditure; Finance and Risk; Remuneration.
37. The Supplier will build the following governance structure into its delivery of the contract. FCDO, the Supplier and the Director and Leadership Team will keep this governance structure under review and may seek to work with the Centre Board to adapt the structure as appropriate.

¹ This person is currently a FCDO secondee.

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**Values**

38. The Supplier must ensure alignment to the Centre's values, including examples of values already in operation in the Potential Supplier's organisation. It should indicate ideas for embedding the values across all Centre operations. Values are as expressed in the Centre Strategy, with more information available on the [Centre website](#):

- Impartiality: We are impartial and offer fair opinions that are based on objective criteria, unbiased by personal or organisational interests or advantage.
- Quality: We strive for quality and operate to high standards and aim to become a recognised, reliable, trusted, and authoritative voice in disaster risk financing.
- Creativity: We are creative and aim to bypass the boundaries of traditional thinking and practice in order to challenge the status quo.
- Empowerment: We aim to empower, supporting others as they shift from reaction to readiness.

39. It must also contain assurances on key points such as being able to transition contracts for staff if required, source office space, developing an inclusive and supportive working environment, whilst ensuring compliance against FCDO requirements.

Programme Timeframe and Budget

40. The Contract will be awarded for a period of four years, 2021 – 2025 and a value of up to £30,000,000 (inclusive of any applicable VAT). The Contract will start with a transition phase of 60 calendar days between the existing Supplier and new Supplier. The transition strategy is available at Annex 1.

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41. FCDO may extend the contract beyond 4 years for up to an additional 4 years and/or up to an additional £45,000,000, subject to approval, programme and supplier performance, need and situation, and value for money.

42. An indicative breakdown of the budget is outlined below:

External Goals	
Quality Assurance	£1,750,000.00
Technical Assistance and Capacity Building	£7,000,000.00
Evidence, Experimentation and Learning	£10,500,000.00
Advocacy and Influencing	£1,750,000.00
Internal Goal	
A Great Place to Work: Core Centre Staff, including office space and projected future hires for the Core Centre	£9,000,000.00
Total:	£30,000,000.00

Break Points

43. There will be formal break points and FCDO will conduct a formal review of the Supplier's performance and the operation of the Contract at the following periods:

- (1) 18 months before contract end;
- (2) March 2024

Continuation of the services at each break point will be subject to available funding, programme and supplier performance, the need and situation on the ground, and value for money. Options that could be explored at these Break Points include, but are not limited to, continuation of the Centre, termination of the Centre, or a transition to financial independence as a Special Purpose Vehicle or other model.

Payment and Performance

44. Payment will be quarterly in arrears based on invoices submitted on an inputs basis with an element linked to performance centred around delivery of workplan activities which will be based on the agreed annual and quarterly workplans. The workplan activities should be linked to delivery of the log frame.

45. The amount linked to performance will be the fees of the Supplier's core Operational Team and the technical experts for the quarter linked to the set of agreed workplan activities related to the programme management influence and performance of the Supplier.

46. FCDO's content and quality assessment of the Supplier's performance will be based on delivery, comprehensive evidence in the quarterly report, and informed by other feedback and evidence as FCDO deems appropriate, for example independent evaluation or feedback from the Board. The following criteria will be used by FCDO to assess and score the Supplier:

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Rating	Definition
6	Outputs have been delivered on time, containing all agreed content, and to the required level of quality as scored by DFID (informed by the Centre Leadership team). Managing Agent is proactive, adaptive and flexible in taking steps to achieve outputs. Significant evidence of added value offered in the bid being provided, including value for money and support for the Centre's vision and values.
5	Outputs have been delivered on time, containing all agreed content, and to the required level of quality as scored by DFID (informed by the Centre Leadership team). Evidence of added value offered in the bid being provided, including value for money and support for the Centre's vision and values.
4	Outputs have fallen short of the required standard, e.g. did not deliver against quality agreed or to time, as assessed by DFID (informed by the Centre Leadership team). Effort is required to improve delivery before it can be considered satisfactory. Some evidence of added value offered in the bid being provided.
3	Effort needed to deliver contracted responsibilities. DFID (informed by the Centre Leadership team) identifies significant concerns over the quality of approach and activities delivered. Limited evidence for value add offered in the bid being provided.
2	Major effort needed to deliver responsibilities. Effort required from DFID where provider is not delivering. DFID (informed by the Centre Leadership team) finds that outputs lack content and are of poor quality. Value add offered in the bid is not evidenced.
1	Serious under performance. Not meeting most contract deliverables. Significant effort required from DFID where provider is not delivering. DFID (informed by the Centre Leadership team) finds that, where outputs are delivered, they lack content and are of very poor quality. Value add offered in the bid is not evidenced.

47. Depending on the score achieved FCDO will approve payment or part payment of the proportion of fees linked to performance on the basis of the following rating:
- A score of 5 or 6 will trigger immediate payment of the relevant fees (see paragraph 45) in full
 - A score of 4 will trigger a payment of 80%. The remaining 20% will be released when the outstanding workplan activities are delivered and approved by FCDO and the Centre Board
 - A score of 3 or below will mean no payment will be released until the performance areas are addressed and any outstanding activities and deliverables have been delivered and approved by FCDO and the Centre Board.
48. Some performance measures may not be linked to payment, but will be routinely monitored as part of quarterly and annual programme reviews.
- Timeliness of workplan activities delivered, where outputs are delivered to the agreed timeline, or adequate justification is provided where that is not the case.
 - Quality of outputs delivered, where quality is defined in terms of the following, applied as relevant: in final form and containing all content required in the TOR; demonstrating application of appropriate, methodologies and comprehensive, good quality research; having adequately reflected and incorporated any feedback received; well presented with clear, engaging communication; demonstrating application of any relevant standards, guidelines and legislation; demonstrating application of best practice.
 - Quality of operational, financial and administrative processes (e.g.: forecasting, financial management, procurement, recruitment, office management). Including demonstrating application of any relevant standards, guidelines and legislation; demonstrating sufficient accuracy in forecasting and minimising variance.
 - Responsiveness and flexibility to accommodate changes. Includes demonstrating willingness and ability to deliver and flex activities/resourcing in response to demand, within a reasonable timeframe.
 - Evidence that value add offered in the bid is being delivered, including value for money and retention of a team with the level of experience and expertise offered in the bid.
49. If performance is impacted by events outside the Supplier's control FCDO will discuss this and amend the measures / timeframes at its discretion.

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- 50. FCDO reserves the right to review the payment model to ensure it reflects programme needs.
- 51. The Supplier will be responsible for submitting a single consolidated quarterly invoice, itemising spending against the programme categories and management functions.
- 52. Payments in relation to commissioned research/work can be invoiced monthly with agreement from FCDO.
- 53. The Supplier is required to apply the principles of open book contract management, clause 15, Section 2 Framework Agreement Terms and Conditions.

Value for Money (VfM)

- 54. The Supplier must have a robust VfM strategy. The Supplier must have significant competence and capability in ensuring VfM and also in managing all downstream partners to deliver VfM.
- 55. The Supplier will be required to drive and measure value for money throughout the programme period. They will be routinely expected to demonstrate how value for money is being accurately measured within the programme implementation. VfM summaries will be provided in quarterly and annual reporting to the Centre Board, and supplementary detailed VfM data will be shared on an annual basis.
- 56. The Supplier's VfM strategy will refer specifically to how they achieve the Three E's of Economy, Efficiency, Effectiveness as outlined in the Business Case.

Reporting

- 57. Progress meetings will be held between the Supplier and FCDO to oversee overall progress. These meetings will consider areas such as the annual and quarterly workplans, review progress towards delivery of outputs, the budget forecast and actual expenditure, results achieved, horizon scanning and risk mitigations. Separate meetings will also be held at least every six months to assess the progress of the programme, the adequacy of monitoring and reporting, and facilitate learning. The tender should layout how the Supplier intends to schedule, monitor and report at these meetings.
- 58. The Supplier will provide quarterly reports, annual independently audited financial statements and narrative report, and an annual report.
- 59. On the 15th of the month prior to the start of each quarter, the Supplier will produce a costed workplan for that quarter in line with the broader annually agreed workplan and the strategic direction set by the Centre Board for the approval of FCDO and the Centre Board. On the 15th of the month following quarter end, the Supplier will produce a quarterly report, including expenditure, a summary and evidence of progress against the quarterly workplan, a summary and evidence of progress against the logframe, an

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updated risk register and summary of key risks. Quarterly workplans should include a summary of work to be procured, and work currently in process.

60. Quarterly reports will assess and provide evidence on progress against the agreed work plan activities and outputs, KPIs and logframe targets, including qualitative assessment of programme interventions. This report will identify achievements, opportunities and constraints in the delivery of the programme. This will include a quarterly update of the risk assessment and delivery chain mapping. The Supplier will be expected to collate information from all relevant downstream partners to present a consolidated report to FCDO and the Centre Board against a format to be agreed during the transition at the outset of the contract.
61. Annual reports will be required in time to inform FCDO's annual reviews. This will be provided to an agreed format and will detail progress on outputs, outcomes and impact, learning, financial management and commercial issues, risk, value for money, and monitoring and evaluation. This will form an integral part of effective programme delivery, lesson learning and adaptation.
62. The Supplier will also need to maintain and update a comprehensive asset register, including any assets acquired downstream in the delivery chain, and all global goods produced by the supplier's work.
63. The Supplier will provide a high-quality final report at the end of the programme period in line with exit strategy requirements (which may be subject to amendments decided at the 18 - month break point).

Financial reporting

64. The Supplier will be required to provide quarterly expenditure figures and forecasts to FCDO and the Board and relevant sub-committees. Forecasts should be realistic and free of optimism bias, with suppliers informing FCDO of potential slippage or overspends as soon as they are identified. The Supplier will also be required to provide annual audited accounts that separately identify FCDO funds, associated disbursements and unspent funds.

Scale Up/Down

65. FCDO reserves the right to scale up/down or discontinue this programme at any point in line with FCDO's contractual Terms and Conditions. The Supplier shall commit to being fully prepared in the event any decision is made to scale up (increase) or scale down (decrease) the scope of the programme.

Safeguarding

66. FCDO maintains a zero-tolerance approach to sexual exploitation and abuse by the Supplier, which includes their downstream partners. In this programme, this includes but is not limited to organisations contracted to deliver technical assistance and capacity building, as well as organisations which successfully bid for research funding. We expect FCDO partners to follow our lead and robustly consider environmental and social safeguards through their own processes. The capacity of our partners to do this

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and their effective performance will be a key risk assessment factor in programme design, delivery and monitoring and evaluation.

Delivery Chain Mapping

67. Delivery chain mapping is a process that identifies and captures, usually in visual form, the names of all partners involved in delivering a specific good, service or charge, ideally down to the end beneficiary.
68. In advance of any release of funds, the Supplier will be required to provide the Board with a delivery chain map, and delivery chain risk map, which will, where possible, identify all partners (funding and non-funding e.g. legal/contributions in kind) involved in the delivery of a programme. The delivery chain map, and delivery chain risk map, should be reviewed and updated regularly, in line with agreed programme monitoring processes and procedures. As a minimum, it should include details of:
 - A. The name of all downstream delivery partners and their functions;
 - B. Funding flows (e.g. amount, type) to each delivery partner;
 - C. High level risks involved in programme delivery, mitigating measures and associated controls

GDPR

69. Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Appendix A of this ToR.

Procurement of Goods and Equipment

70. Where procurement is undertaken as part of programme activities, this must be done using robust systems which ensure best value for money for the programme. The Supplier must ensure that programme assets are accurately tracked, reach their intended beneficiary, and are used for their intended purpose. Please see Volume 1, paragraph 20, Procurement of Goods and Equipment.

UK Aid branding

71. Suppliers that receive funding from FCDO must follow UK Aid branding guidelines and use the UK Aid logo on their programmes to be transparent and acknowledge UK taxpayers' support. The Supplier should also acknowledge funding from the UK Government in broader communications but no publicity is to be given without the prior written consent of FCDO. A branding discussion will be held with the Supplier and will be captured on the visibility statement and agreed prior to contract signature.

Digital Spend

72. The UK Government defines digital spend as 'any external-facing service provided through the internet to citizens, businesses, civil society or non-governmental organisations.' The Government Digital Services (GDS), on behalf of the Cabinet Office, monitors all digital spend across government and FCDO is required to report all spend and show that what we have approved meetings with GDS Digital Service Standard. In FCDO, this applies to any spend on web-based or mobile information

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services, websites, knowledge or open data portals, transactional services such as cash transfers, web applications and mobile phone apps. Plans to spend programme funds on any form of digital service must be clear with FCDO in advance and must adhere to the following principles:

- a. Design with the user
- b. Understand the existing ecosystem
- c. Design for scale
- d. Build for sustainability
- e. Be data driven
- f. Use open standards, open data, open source & open innovation
- g. Reuse & improve
- h. Address privacy & security
- i. Be collaborative

73. The Supplier will highlight any digital aspects of their approach including potential budget assigned to these interventions, licenses/permissions required and sustainability of investment.

Transparency

74. FCDO has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same. FCDO requires Suppliers receiving and managing funds, to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.
75. 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 FCDO via the Centre's Board– further IATI information is available from; <http://www.aidtransparency.net/>.

Duty of Care

76. The Supplier is responsible for the safety and wellbeing 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.
77. FCDO will share available information with the Supplier on security status and developments in-country where appropriate. FCDO can provide a separate assessment for each proposed country once they have been finalised. An example template is provided in Appendix B.
78. The Supplier is fully responsible for Duty of Care. The Supplier is responsible for ensuring appropriate safety and security briefings for all their Personnel working under this contract. Travel advice is also available on the UK government website and the Supplier must ensure they and their Personnel are up to date with the latest position.

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Appendix A (GDPR)
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 Identity of the Controller and Processor for each Category of Data Subject	Details The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:
	<ol style="list-style-type: none"><li data-bbox="867 682 1375 997">1. The Parties acknowledge that Clause 33.2 and 33.4 of Section 2 of the contract shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 of Section 2 of the contract in respect necessary for the administration and/or fulfilment of this contract.<li data-bbox="867 997 1375 1253">2. For the avoidance of doubt the Supplier shall provide anonymised data sets for the purposes of reporting on this project and so FCDO shall not be a Processor in respect of any such data received from the Supplier, as it does not constitute Personal Data

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APPENDIX B**Duty of Care Summary Risk Assessment Template**

NOTE: THIS WILL BE COMPLETED WHEN COUNTRIES OF OPERATION ARE KNOWN – FOR INFORMATION ONLY AT THIS STAGE.

Duty of Care Summary Risk Assessment

Country:

Date of assessment - as at:

Assessing official:

Theme	DFID Risk score
	National
OVERALL RATING⁵	
FCO travel advice	
Host nation travel advice	
Transportation	
Security	
Civil unrest	
Violence/crime	
Terrorism	
War	
Hurricane	
Earthquake	
Flood	
Medical Services	
Nature of Project/ Intervention	

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

NB: This is an assessment of the current situation. The situation may possibly change over the life of the programme.

The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value.