

MODEL CALLDOWN CONTRACT

Framework Agreement with: [REDACTED]

Framework Agreement for: Global Evaluation Framework Agreement (GEFA)

Call-down Contract For: Darwin Initiative, Darwin Plus and IWT Challenge Fund Scheme Evaluation

Reference No: [REDACTED]

Framework Reference No: PO 7448

I refer to the following:

1. The above mentioned Framework Agreement dated;
2. Your proposal of [REDACTED]

and I confirm that Defra 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 **10th September 2020** ("the Start Date") and the Services shall be completed by **09th March 2022** ("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 Defra requires the Supplier to provide the Services to the Defra International Climate Finance ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed **£276,905 (GBP Two hundred and seventy six thousand nine hundred and five only)** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

28. Milestone Payment Basis

- 28.1 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 Defra. 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 28.1 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. Defra Officials

4.1 The Project Officer is:

[REDACTED]

[REDACTED]

[REDACTED]

4.2 The Contract Officer is:

[REDACTED]

[REDACTED]

[REDACTED]

5. Key Personnel

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

Not applicable to this call-off contract

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 Defra 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 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

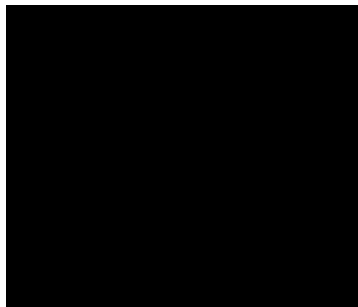
costs of the project, and must be separately identified in all financial reporting relating to the project.

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

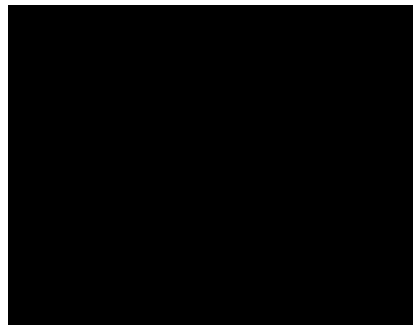
8. Call-down Contract Signature

- 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 Defra, Defra will be entitled, at its sole discretion, to declare this Call-down Contract void.

For and on behalf of
Department for Environment, Food
and Rural Affairs (Defra)



For and on behalf of
Ecorys UK



Terms of Reference

1. Summary

The UK Department for Environment, Food and Rural Affairs (Defra) runs three international grant funding schemes: the Darwin Initiative (since 1992), the Illegal Wildlife Trade (IWT) Challenge Fund (since 2014) and the Darwin Plus Scheme (since 2012) (also known as The Overseas Territories Environment and Climate Fund).

In Summer 2020, Defra is looking to commission a programme/portfolio level evaluation of these three grant schemes in order to better understand the impact of each scheme and to develop regular evaluations of each scheme in the future. This work will enable us to improve the quality of schemes in delivering their objectives. This will be an important as the funding for Darwin Initiative trebles from £10 to £30 million per annum over the next three years, and the Illegal Wildlife Trade Challenge Fund doubles to around £6.5 million per annum over the same period.

The evaluation will include:

For each grant scheme and across 'the portfolio' of grant schemes:

- An impact assessment from the start of each scheme to date
- A monitoring and evaluation (M&E) framework for Defra to implement
- A process evaluation drawing out common lessons, challenges, strengths and recommendations

Defra welcomes proposals from individual consultancies or consortia for this project. The expected budget of the work will be between £250,000- 350,000 (inclusive of expenses and VAT). Please note that due to the ongoing Covid19 pandemic, a travel budget has not been included, on the assumption that international (and possibly national travel) may not be possible. If this situation were to change and travel were possible (according to FCO and other Government advice) and would benefit the evaluation, this could be discussed with the evaluator. Defra anticipates the contract for this work starting by the end of summer 2020 with a view to complete the majority of the work by the end of 2021.

2. Portfolio Background and Context

The 25 Year Environment Plan sets out the UK Government's commitment, in Chapter 6, "to protect and improve our global environment", by providing international leadership and leading by example to tackle climate change and to protect and improve international biodiversity. Defra currently runs three competitive grant schemes, which all help to deliver on these commitments. For the purposes of this tender, these three grant schemes as a whole will be referred to as the 'portfolio'. Each grant scheme differs in its objectives, implementation and history.

The three grant schemes contribute to meeting UK and global objectives under the following multilateral environmental agreements: the Convention on Biological Diversity (CBD), Ramsar Convention on Wetlands, Convention on International Trade in Endangered Species of Wild Flora and Fauna (CITES), the Nagoya Protocol on Access and Benefit Sharing (ABS), the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA), the Convention on the Conservation of Migratory Species of Wild Animals (CMS), UN Sustainable Development Goals (SDGs) and the UN Framework Convention on Climate Change (UNFCCC).

Table 1 Summary of funded projects to date (February 2020) under the three grant schemes: Darwin Initiative, Darwin Plus, and IWT Challenge Fund.)

Scheme	Completed	Current	Cancelled	Withdrawn	Total projects funded
Darwin Initiative (inc all other sub funds)	910	142	15	19	1,086

Darwin Plus	52	69	0	0	121
IWT Challenge Fund	34	51	0	0	85

2.1 The Darwin Initiative

General Background and History

Since 1992, the programme has supported 1,220 projects in 159 developing countries, amounting to a total of £177m (including Darwin Plus), and addressing key threats to biodiversity, such as habitat loss, pollution, invasive species, and over-exploitation. This includes the Darwin Initiative Main Projects as well as the small schemes. The Main Projects supported by the Initiative average around £300k in size, ranging between 1 and 4 years (around three years on average) in duration. 910 of these projects have been completed. There are 125 main projects currently being implemented, with a further 17 project totalling £5.7m recently announced under the latest round.

The Darwin Initiative contributes to helping countries rich in biodiversity but poor in financial resources to meet their objectives under multilateral environmental agreements including the Convention on Biological Diversity (CBD), Ramsar Convention on Wetlands, Convention on International Trade in Endangered Species of Wild Flora and Fauna (CITES), the Nagoya Protocol on Access and Benefit Sharing (ABS), the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA), the Convention on the Conservation of Migratory Species of Wild Animals (CMS), UN Sustainable Development Goals (SDGs) and the UN Framework Convention on Climate Change (UNFCCC).

Types of grants and objectives

The Darwin Initiative currently includes grant offerings for the following project types (see Annex A for information on discontinued funds):

- a. Main projects – generally community led projects aimed at safeguarding ecosystems and biodiversity while delivering livelihood benefits (e.g. projects to help farmers in ecologically sensitive areas to grow and market sustainable food products)
- b. Partnership grants- small grants to assess the feasibility of a potential project
- c. Fellowship awards - supports future environmental leaders from developing countries to grow professionally and build lasting positive relationships with UK institutions.

The main Darwin Initiative project activities are:

- managing species and populations, managing habitats and ecosystems
- enhancing or providing alternative livelihoods
- developing, adopting or implementing policy or legislation
- education and awareness raising, training and capacity building
- research and conservation planning

The scheme objectives include:

- Better implementation of international conventions (CBD, CITES etc.)
- Contribution to meeting international targets or goals (Aichi biodiversity targets and SDGs).
- Enhanced capacity of host countries/territories to manage their natural resources
- Increased or better application of skills within the host countries/territories
- An improved, enabling environment to protect and sustainably manage biodiversity and natural ecosystems
- Improved knowledge and understanding of the importance and diverse values of biodiversity
- Reduction in the threat levels to species and habitats in developing countries

2.2 Darwin Plus

2.3 General Background and History

The Overseas Territories Environment and Climate Fund (commonly known as [Darwin Plus](#)) – was set up in 2012 to focus on UK Overseas Territories. Previously these would have been funded through the Darwin Initiative (See 3.2 for more information).

It aims to deliver long-term strategic outcomes for the natural environment in the UK's Overseas Territories (OTs) and fellowships for UK Overseas Territories Nationals to build their knowledge and capacity to meet long-term strategic outcomes for the natural environment in UK Overseas Territories. Darwin Plus helps to deliver the UN Sustainable Development Goals, in particular SDG 15 (life on land) and SDG14 (life below water). Darwin Plus also contributes to helping the UK achieve its objectives under a number of multilateral agreements, including: the Ramsar Convention on Wetlands, Cartagena Convention for the Caribbean and the London Convention on the Prevention of Marine Pollution.

It has funded 100 projects worth over £17 million so far, with 52 projects completed. There are currently 48 projects being implemented, with a further 21 projects totalling £5.2m announced under the latest round. There is no specific minimum or maximum level for a Darwin Plus project. Fellowships can have a maximum for £30,000. However, funded projects now tend to last on average 3 years with an average budget of £300,000.

Types of grants and objectives

Two types of grants are available:

- a. environmental projects in UK Overseas Territories (OT)
- b. fellowships for UK OT Nationals

The scheme's objectives include:

- Improving the conservation, protection or management of the marine environment around the UK OTs (in particular, projects contributing to the UK Government's Blue Belt manifesto commitment)
- Dealing with invasive alien species including prevention
- Developing approaches to deal with the effects of climate change
- Developing tools to value biodiversity and ecosystem services
- Developing ecosystem-based initiatives for the conservation and sustainable use of the terrestrial and marine environments
- Promoting sustainable fisheries within UK Overseas Territories
- Developing or improving waste management strategies
- Developing data systems on biodiversity (and human activities affecting biodiversity)
- Developing and sharing the knowledge base on all of the above, and on community led approaches to biodiversity and poverty alleviation.

2.3 [Illegal Wildlife Trade \(IWT\) Challenge Fund](#)

General Background and History

Launched in 2014, following the first London Conference on Illegal Wildlife Trade (IWT), its objective is to tackle the Illegal Wildlife Trade and in doing so, to contribute to sustainable development in developing countries. The Challenge Fund provides financial support to practical projects around the world. To date, £26.4m of funding has been allocated to 85 projects so far, with around 15 funded annually, with an average value of £300K over an average 3 years. 34 projects have been completed and 51 are currently being implemented.

The fund contributes to meeting the UK government commitments to tackle the illegal wildlife trade around the world and to meeting the UK's objectives under the 2018 London Conference, and also resolutions relating to IWT under the Convention on International Trade in Endangered Species of Wild Flora and Fauna (CITES).

Types of grants and objectives

There is currently one type of grant available and the scheme objectives include:

- sustainable livelihoods for IWT affected communities
- strengthen law enforcement/criminal justice system
- reduction in demand for illegally traded species
- improving knowledge on IWT, alongside education and awareness raising
- training and capacity building
- developing, adopting or implementing policy or legislation
- improving and sharing knowledge on IWT

2.4 Application process

A competitive call for proposals is published annually for each scheme. Grant applications are assessed by the Darwin Expert Committee, Darwin Plus Advisory Group and IWT Advisory Group, who make recommendations for funding based on the quality of the applications and expert knowledge in the field. The Darwin Expert Committee, Darwin Plus Advisory Group and Illegal Wildlife Trade Advisory Group consist of experts from government, academia, science and the private sector. The committee and advisory groups advise Defra on the strategic development of the grants, review applications and make recommendations to Ministers on applications for funding. In addition, Defra works closely with the Department for International Development (DFID) and the Foreign and Commonwealth Office (FCO), sharing expertise on priority issues and in-country contexts to ensure that the best project proposals are being chosen for support also consider with government priorities and concerns.

3. Funding Reporting Requirements

3.1 Current Monitoring and Evaluation

Defra manages each grant scheme and has an external contract for its administration and for monitoring and evaluation. The contract to administer the schemes, and lead on project-level M&E, is currently held by LTS International.

All projects that are funded must report on monitoring and evaluation and all grant applications are now required to detail their logical framework, detailing intended outputs, outcome and impact. However, this has developed progressively over time. In 2000, Darwin first introduced M&E (a simple workplan was required with a narrative of Purpose and Output). From 2007 onwards, projects were required to develop a framework to improve transparency and accountability for public spending in line with requirements of the Independent Commission for Aid Impact and the International Aid Transparency Initiative. From 2011, post-spending review, DfID added funds to the Darwin Initiative. Their inclusion required changes to processes including a review of the monitoring and evaluation framework to enable the Darwin Initiative to meet DfID's obligations under the UK's International Development Act.

Current processes in place for monitoring and evaluating outputs and outcomes are focused at the project level. Projects are contractually obliged to submit annual and final reports to our delivery partner, LTS International, detailing progress against the indicators detailed in their logframe. All reports are reviewed by an M&E consultant using a prescribed template. The review acts as an external and independent viewpoint of whether projects have achieved their intended outcome, based on the report and associated evidence submitted:

- Annual report reviews focus on project progress since the last annual report. For ongoing projects, the annual report review score is an indication of the likelihood of a project meeting their proposed outcome statement, on a scale of 1 to 5.

- Final report reviews focus on what the project as a whole has achieved when compared against the intended outputs and outcome in its logframe, and give the project a letter grade to reflect its achievements.

Since 2017, LTS has produced an annual synthesis of project annual and final report reviews, seeking to share good practice, lessons learned, and common challenges faced across different projects. It also acts as a barometer of progress across all current projects within the fund. If ARs and FRs have been reviewed independently since 2000 (except 2011 and 2012). In 2010 when M&E was suspended, we did a desk based Technical Audit of FRs (similar to FRR) to ensure they had delivered adequately to accept the FR and may the final payment.

Links to Defra contacts at LTS, and relevant documents, are provided in the 'Sources of Information' section.

Value for Money

Projects must demonstrate good value for money in terms of the scale of impact expected relative to cost inputs. Projects should be designed to ensure that they have a real and lasting impact, and that the Outcome can be sustained after a project ends. Value for money is delivered through a combination of:

- strong budget management
- efficient use of funding to deliver the desired outputs
- ensuring that delivering the chosen outputs is likely to be effective in leading to the project's intended Outcome
- sustainability of the intervention
- equitable distribution of any results

For further guidance on how value for money is assessed, please refer to UK ODA VfM guidance (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/712367/ODA_value_for_money_guidance.pdf) and ICAI's report on effective aid that delivers value for money (<https://icai.independent.gov.uk/report/icaais-approach-effectiveness-value-money/>)

3.2 Official Development Assistance

Countries that are eligible for Official Development Assistance (ODA) - defined as government aid that promotes and specifically targets the economic development and welfare of developing countries - are agreed by the OECD's Development Assistance Committee (DAC). These include low and middle income countries, based on gross national income (GNI) per capita as published by the World Bank, and Least Developed Countries (LDCs) as defined by the United Nations (UN).

Before 2011 eligible countries were defined using the World Bank list of developing countries. ODA eligibility requirements only started in 2011 when DFID started co-funding Darwin projects (via Defra). Between 2011 and 2015, non-ODA eligible countries could still be funded using Defra funds. However, from 2015, when Defra secured ODA funding for Darwin directly from Treasury, only ODA eligible projects could be funded. The Challenge Fund has been funded by ODA from the start.

Applications to the Darwin Initiative and the IWT Challenge Fund must therefore be shown to benefit countries listed by the DAC as eligible. However, while Darwin and IWT Challenge Fund are entirely ODA funded, Darwin Plus – which focuses on the on the UK's 14 Overseas Territories which are mostly not eligible for ODA funding– is funded through a combination of ODA and non-ODA funding. Since the start of Darwin Plus, several OTs have graduated off the ODA list. Therefore, the eligibility of projects to Darwin Plus is not bound by the DAC ODA Recipient Country List requirements.

Poverty & Gender Equality

All projects funded with ODA under Defra's grant schemes are required to address poverty alleviation and gender equality along with biodiversity benefits. Poverty is considered to be multi-dimensional and not solely about income. It encompasses a range of dimensions that are required to fulfil basic needs and achieve wellbeing. These are often country and context specific and include health, education, clean water and sanitation, access to natural resources, gender and social equality, having a voice in decision making, as well as economic assets. There are, therefore, many different ways of defining a project's contribution to poverty alleviation, and approaches will differ from project to project. The UK's International Development (Gender Equality) Act 2014 emphasised the requirement for development and humanitarian funding to build gender equality in the countries receiving aid. Therefore, all projects must consider the gendered impacts of the approaches they take and monitor these.

4. Evaluation Purpose

The main aims of this evaluation are to:

Understand our Impact

- Assess the impacts and achievements of each scheme globally in tackling their key objectives to date
- Understand how the schemes currently contribute to meeting the UK's international commitments, i.e. under the Convention on Biological Diversity, and UK government policy objectives

Engage with our Stakeholders

- Learn and share key lessons with stakeholders, including academia/research, in the conservation and development communities
- Facilitate clearer communication of key achievements from each scheme to the general public, other UK government departments, ministers, and other government and international institutions

Improve our Processes

- Improve the delivery and implementation of each scheme
- Enable regular monitoring and impact evaluation of each scheme

4.1 Evaluation Objectives and Tasks

The main objectives and tasks of the evaluation are to:

- **Evaluate the impact and effectiveness of the Darwin Initiative, Darwin Plus and the Illegal Wildlife Trade (IWT) Challenge Fund, to date.**

For each scheme:

- Review existing current grant scheme-level impact pathways, noting that the grants' objectives have evolved over time
- Collate existing project level impact assessments
- Conduct a desk review of project documents to produce a synthesis of scheme-level outcomes and impacts, from funded projects to date
- Evaluate project level impact and effectiveness
- Assess scheme level impact and delivery of value for money
- Synthesise findings of the evaluation
- Produce communication materials for sharing key findings across HMG, including Ministers, stakeholders and the general public

For the portfolio:

- Evaluate impact and contribution across all schemes to meeting UK commitments under multilateral environmental agreements including the UN Sustainable Development Goals, Convention on Biological Diversity (CBD) including global goals and (Aichi) targets of the Strategic Plan for Biodiversity 2011-2020), the Convention on Migratory Species, and the UN Framework Convention on Climate Change (UNFCCC). Evaluate alignment of schemes, their objectives and impacts to the UK Aid Strategy (where applicable).
- **Develop a monitoring and evaluation framework for the three grant schemes for Defra to implement**

At scheme level:

- Assess the quality and structure of the project-level M&E frameworks currently in place, including the degree of correlation between pre-award assessment and post-award evaluation of projects and project level indicators.
- Recommend ways of improving project level logframe indicators
- Develop a standard framework including scheme-specific KPIs that can support project assessors (both at the design and evaluation stages), and be easily applied by the project applicants/grant holders for regular monitoring and evaluation of each project within a scheme
- Assess key data requirements to be collected regularly by projects and design tools to facilitate this
- Design timetabled plan for future evaluations of each scheme
- Design training materials for the administration of M&E frameworks so they can be implemented by future projects

At a portfolio level:

- Develop an overarching framework and Key Performance Indicators (KPIs) that are relevant across all three grant schemes; e.g. related to sustainable development, biodiversity, poverty alleviation and climate impacts, which will facilitate UK reporting of the impacts of its ODA spend, and under the multilateral environmental agreements (including Paris Agreement, SDGs and post-2020 global biodiversity framework (under negotiation at CBD).
 - Integrate common portfolio KPIs within each scheme, ensuring clear pathways to impact from each scheme to the overarching framework
 - Ensure cross references to relevant the 25 YEP indicators and consistency with other Defra ODA investments such as International Climate Finance programming
 - Design training materials on how to implement the overarching framework to each scheme
- **A process evaluation drawing out common lessons, challenges, strengths and recommendations**

At scheme level:

- Evaluate the strengths and weaknesses of schemes at the design and selection stages of projects
- Identify factors that influence, enable or hinder projects from successfully meeting scheme objectives during their implementation

At portfolio level:

- Synthesise lessons from the implementation of schemes to date that can be used to improve their implementation and impact in future.
- Identify good practice in fund design and approach, so that this can be replicated across both these schemes and other areas of Defra's work
- Identify and propose mitigations for common challenges across each scheme
- Produce communication materials for sharing key lessons across HMG, with Ministers, stakeholders, including academic/research, from the international conservation & development community.



4.2 Evaluation questions

In line with the OECD DAC Principles for Evaluation of Development Assistance – the overarching questions to be addressed as part of the evaluation encompass all five of the Evaluation Criteria: relevance, effectiveness, efficiency, impact and sustainability.

In answering these questions, the appointed contractor should also collaborate with the Project Steering Group in Defra (See Section 11). It is expected that elements of both process and impact assessment will be required to comprehensively answer the questions set out below and in the tasks as outlined in the previous section.

1. To what extent has each scheme achieved its objectives and intended impacts?
 - a. How have the projects funded in each scheme enabled this?
 - b. How effective is the scheme in delivering outcomes and impacts in certain project activities, geographies, types of partner organisation or overall project contexts? Or in other words, what has worked well or not and in what context?
 - c. What are the main enablers and barriers to meeting each scheme's objectives?
2. To what extent is each scheme delivering value-for-money? [Defra would expect to see a clear definition and measurement approach for value-for-money (VfM), see Section 3.1]
3. To what extent have benefits of the funded projects continued beyond project funding, and what benefits have been long-lasting?
 - a. What factors have influenced this?
 - b. How have projects funded across the schemes built on each other?
 - c. How can these lessons be used to improve fund design?
4. How could the grant schemes be improved from the design and application stages to the implementation and completion phases to better achieve their objectives and deliver VfM?
5. How have projects scored in the past at different stages (e.g. application stage, interim and final stages of implementation)?
6. How can a standardised monitoring and evaluation be designed in order to better reflect the impact of funding through the three schemes while retaining the different objectives of each scheme?
7. To what extent have the three grants schemes contributed to meeting the targets of relevant Multilateral Environmental Agreements, including: the UN Convention on Biological Diversity, the Nagoya Protocol on Access and Benefit Sharing, the International Treaty on Plant Genetic Resources for Food and Agriculture, the Convention on International Trade in Endangered Species of Wild Flora and Fauna, the Ramsar Convention on Wetlands; the Convention on the Conservation of Migratory Species of Wild Animals, the UN Framework Convention on Climate Change (UNFCCC), and the UN Sustainable Development Goals (SDGs).

5. Approach and methodology

Defra is open to tender proposals putting forward a methodology that bidders feel would be most effective at fulfilling the objectives of this work and welcome ideas from Bidders. However, proposals should ensure that the emphasis on different types of evaluation and the methods are clear. Bidders should provide an explicit rationale for the chosen approach. Bidders should set out the resources attached to the design and feasibility stage component of the project, including costs, staff, materials and any other resources as required.



5.1 Evaluation types

Defra envisage elements of process evaluation, theory based and value for money evaluations are likely to be appropriate. Different types of evaluation are described in Section 1.8 of the HM Treasury's Magenta Book¹.

Process evaluation can use a variety of methods to explore how a policy/scheme was implemented describing the actual processes employed, often with assessments of the effectiveness from individuals involved or affected by the policy/scheme implementation

Theory-based evaluation approaches involve understanding, systematically testing and refining the assumed connection (i.e. the theory) between an intervention and the anticipated impacts. These connections can be explored using a wide range of research methods, including those used in empirical impact evaluation

Impact evaluations focus on the changes caused by an intervention; measurable achievements which either are themselves, or contribute to, the objectives of the intervention.

Value-for-money evaluation considers such issues, including whether the benefits of the policy are outweighed by the costs, and whether the intervention remains the most effective use of resources. The Green Book provides more detailed guidance on cost-effectiveness analysis and cost-benefit analysis and the valuation of non-market impacts.

5.2 Methods

Evaluation methods should follow guidance set out in HM Treasury's Magenta Book. Bidders should propose methods which meet the full range of project aims and objectives set out in this specification. Methods appropriate for process evaluation, action research and case studies are set out in Chapter 3 of the Magenta Book as well as empirical impact evaluation and theory-based evaluation.

Defra anticipate that the evaluation may adopt a mixed methods approach. This may include quantitative elements (e.g. analysis of information databases developed by LTS, as well as qualitative methods (e.g. interviews with a range of stakeholders within partner organisations and project locations, to assess the impact of projects from diverse perspectives including, where appropriate, local communities directly concerned by projects). A sampling strategy should be detailed covering a range of project activities, a cross-section of countries/regions, grant sums, ecosystems/biomes of operation and size/location of partner organisations (e.g. UK vs. in-country).

Proposals may include other options for additional and/or alternative elements of work as appropriate. Bidders should clearly indicate the preferred selection of options. All surveys, interviews and other primary data collection methods undertaken by or on behalf of Defra should obtain clearance from the Defra's Survey Control Liaison Unit (SCLU). Bidders should make allowance for SCLU clearance which typically takes up to four weeks.

6. Evaluation scope

Defra is aware that evaluators may face a number of challenges while undertaking this work.

These may include:

- Grant scheme objectives and requirements have evolved over time. For instance, earlier Darwin projects will not necessarily address issues of poverty alleviation or gender equality as these were later introduced as requirements with ODA funding.
- Direct comparisons between projects within a scheme which have a diverse range of project activities.
- Level of available evidence of impacts for completed or ongoing projects
- Quality of evidence for projects which lacked resources and capacity
- Achieving multiple objectives within schemes which relate to both biodiversity and development may result in trade-offs as well as synergies

¹[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/879438/HMT Magenta Book.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/879438/HMT_Magenta_Book.pdf)



- Finding metrics/indicators that are suitable and relevant across the scheme and portfolio level, as well as with domestic and international reporting commitments
- Attribution of particular project/scheme impacts within a complex and global funding environment; or within an uncertain and complex social ecological system
- Attribution of long-term impacts to the grant schemes beyond the life of individual projects
- Management of potential conflicts of interest or ethical issues during the evaluation

Tender proposals should address these challenges in their submission and describe what they understand to be in scope, considering both time period, breadth/depth and cross-cutting issues.

6.1 Time period

The evaluation includes both a retrospective and prospective element.

It will evaluate what each scheme has achieved since its inception: since 1992 for Darwin, 2014 for the Challenge Fund and 2012 for Darwin Plus. Given the significant analytical challenges of evaluating projects that have been long completed, Defra would expect the evaluation to cover the operation of each scheme from a date that it deems realistic and proportionate to the purposes of this work. Defra is interested in the sustainability of outcomes and impact once projects have ended. It is worth noting that certain projects have continued over time with subsequent funding, providing the opportunity for long-term case studies. Ongoing projects may also be included in the evaluation, particularly for M&E framework and process related evaluation questions.

The project will take a forward look and propose an M&E framework as well as synthesise key lessons. This will enable Defra/HMG to improve grant schemes, prioritise future work and better capture the impact of grants on poverty alleviation, biodiversity conservation and tackling the IWT.

6.2 Breadth and Depth

The number of projects that could be included in the evaluation could be logistically challenging (See Annex A-C for further details). Projects often involve different types of activity that each have different outcomes and measures of success (See Section 2). For example, in the IWT Challenge Fund, the success of 'demand reduction' projects aimed at behaviour change may be measured very differently and at different scales to improvements in judicial processes or to projects working on alternative livelihoods with local communities. Any scheme level M&E will need to identify and consider the challenges of measuring progress against these different objectives.

As Defra is interested in understanding the impact of each grant scheme, we would expect to see a breadth of projects selected to reflect the diversity in the types of projects that have been funded and the geographical context they have been implemented in.

7. Deliverables and Publication

7.1 Deliverables

This work is expected to take place over a period of 18 months. **NB:** We propose an indicative schedule below – which can be adapted as part of the tender, and to be agreed by the evaluator and Defra during the inception phase.

Inception phase (0-2 months)

During the Inception Phase, the evaluator will have the opportunity to seek feedback from members of the schemes' Expert Committees (See Annex A-D). In month 1, the evaluator will conduct scoping



exercises and develop a draft methodology. In month 2, the evaluator will be invited to discuss their proposed evaluation methodology with the Project Steering Group, to consist of Defra analysts and policy officials, during an Inception meeting. The evaluator will be invited to propose alternative activities or approaches for discussion with the Project Steering Group.

The key deliverable at the end of this phase, will be an **Inception Report** detailing proposed approach, stakeholder mapping, early data gathering, challenges and potential solutions. This should also include full consideration of processes necessary in advance of any activities starting (e.g. ethical clearances, schedule...).

Data Collection and Theory of Change Phase (3-8 months)

Between months 3-5, the evaluator will collect the data required for the evaluation of each scheme, and conduct participatory workshops with HMG policy makers and analysts, and members of the schemes' Expert Committees/Advisory Groups to test and develop draft theory of change for each scheme. Reports from each workshop will be produced to aid and embed this learning.

Between months 6-8, the contractor will start their impact assessments and process evaluations.

The key deliverable at the end of this phase, will be an **Interim Report** which the evaluator will present to the Project Steering Group for discussion at an Interim meeting at the end of this phase (month 8).

The Report will include:

- An evaluation of the current scheme-level impact pathways (similar to theories of change), in particular the extent to which they align with each fund's core aims.
- A draft theory of change for each scheme, following participatory workshops
- Initial findings from an impact assessment of each scheme, assessing progress towards meeting its objectives, and an assessment of value for money
- Initial results from a process evaluation for each scheme and across the portfolio

The evaluator will present of draft impact assessments, process evaluations and Theories of Change to the schemes' Expert Committees/Advisory Groups as part of their annual strategy days.

Impact Assessment and Process evaluation Phase (9-12 months)

Following the Interim meeting, the evaluator will finalise their evaluations and assessments (by end of month 10). Between month 9 and 11, they will start developing a monitoring and evaluation framework for each scheme, and in month 12, a portfolio level evaluation framework.

The Final Impact Assessment and Process Evaluation Reports (due after month 10) will include:

- An impact assessment of each scheme, including of progress towards its objectives, key outcomes and impacts achieved, and an assessment of value for money.
- **A portfolio process evaluation** focused on common lessons, challenges, strengths and recommendations across the portfolio within each of the three schemes, identifying good practice for replication of effective approaches to programming.
- Recommendations of any improvements which would ensure that the schemes are delivering value-for-money and are fully aligned with UK Government objectives

By the end of this phase, the contractor will also:

- Produce written communication materials for sharing key lessons across HMG, with Ministers, stakeholders from the international conservation & development community
- Training materials for the implementation of each scheme level M&E and how this fits with the overarching framework

Monitoring and Evaluation Framework Phase (months 13-15)

Between month 13 and 15, a final monitoring and evaluation framework at scheme level will be developed. It will include:

- Key Performance Indicators, including outcome and impact metrics, that are relevant across the schemes as a whole



- A timetable for future evaluations, and an assessment of data that should be collected annually or biennially to underpin further evaluations

The monitoring and evaluation framework, and the impact assessments and process evaluations will be presented to the Project Steering Group.

Communication Phase (16-18 months)

In the last two months, the evaluator will produce synthesis and communication materials for sharing key lessons across HMG, including Ministers, stakeholders and the general public. They hold workshops on the evaluation report findings, including with the following groups (after c17 months):

- HMG policy makers and analysts, and members of the three schemes' Expert Committee/Advisory Groups.
- Other conservation funders and grants (in the UK and at international forums (e.g. OECD, multilateral environmental agreements), where appropriate, and in collaboration with Defra)

Reports of these workshops will be produced to aid and embed this learning.

An indicative timeline of deliverables for the contract is laid out in Annex H. However, evaluators may propose alternative schedules and work plans as part of their tender.

7.2 Target Audience and Publication

This evaluation will contribute to policy work through maximising the impact of value-for-money across the portfolio, and by sharing successes and lessons from the schemes to a wide and varied group of stakeholders. It is Defra policy to publish all final project reports according to the principles set out in the GSR publication protocol. Defra may seek opportunities to share findings amongst key stakeholders and more widely.

The results of the scheme and portfolio evaluation, along with proposed M&E frameworks, will be published to disseminate learning from the work. The evaluation results will inform the operation of each scheme going forward, and Defra will publish a response to evaluation findings, along with steps taken to address any points raised as part of the evaluation process.

There are currently no formal linkages between Darwin, Darwin Plus, or the IWT Challenge Fund and other international schemes. However, similar funding schemes include US Fish and Wildlife Service, USAID, the GEF Global Wildlife Program, the Whitley Fund for Nature, the Disney Conservation Fund and many others. We would expect the results of this evaluation to be of interest to other such schemes and could be used to further discussions in the UK and in international for a (e.g. multilateral environmental agreement meetings).

This work will be of interest to:

- Defra policy teams working on international biodiversity conservation and ODA
- Independent advisory groups for each scheme and the scheme administrators
- Ministers and other UK government departments responsible for ODA spend: DfID, BEIS, FCO, DHSC, DIT etc.
- International conservation and development organisations including past and prospective applicants or other grant schemes
- Research/academic community in international development and conservation
- Other government departments globally with similar grant schemes
- International donors
- The general public and interest groups

8. Ethics, Data Security and Quality Assurance

9.1 Risks and Data security



The Darwin Initiative, Darwin Plus and IWT Challenge Fund are high profile Government programmes and Defra will require bidders to demonstrate the highest standards of quality assurance, data security and risk management. Defra will expect bidders to detail their activities to ensure that international best practice of ethical conduct in evaluation is followed across all activities.

Both Defra and the grant scheme contracted administrator will be available to work with contacts appointed by the bidder to enable and ensure best practice in use of datasets and outputs from qualitative and quantitative evaluation activities. Defra has approval to access project data however, liaison will be required with LTS to ensure compliance with GDPR throughout the evaluation process, as the datasets hold personal contact information for project leads.

The bidder is required to implement appropriate arrangements for data security at all times. Processes should be in place for data being returned and safeguarded against data loss, including appropriate risk management procedures. Bidders should confirm within their proposal that such procedures will be implemented and outline the technical measures to be put in place to meet such requirements.

The bidder will need to clearly explain how the information they provide will be stored, reported and protected and inform Defra if this changes.

Defra, and other relevant government departments (DfID and FCO in the first instance) will have full and unlimited access to any and all material produced by the contractor, as reflecting general conditions of contract for ODA programming.

9.2 Ethics and access

The bidder must have a clear approach for ensuring that the work is compliant with relevant ethical codes of conduct. The bidder is required to set out any potential ethical issues presented by the project along with details of the arrangements for ethical scrutiny to ensure the day-to-day management of these risks. Bidders must identify and assess the risks associated with undertaking the work, and propose how these may be managed and overcome.

Defra is keen to ensure that the privacy and confidentiality of evaluation participants is ensured. The bidder must obtain the necessary consent from participants that makes it clear how their data will be shared and the purposes it will be used for. The commissioning and management of the work should be carried out in accordance with the Government Social Research ethics², the Data Protection Act³ and the General Data Protection Regulation⁴.

The bidder must ensure that it has in place an effective and appropriate policy in order to safeguard where appropriate including those they may come into contact or to whom they may have access to in the course of contract. This should include considerations of gender, power and safeguarding in operation of this contract and consideration of project activities, which must also be addressed as part of the proposal.

9.3 Quality Assurance

The bidder is expected to detail in the proposal the mechanism of quality assurance that will be used for implementation of the evaluation, and how quality standards will be ensured for each deliverable.

In order to ensure the independence of evaluations and avoid conflicts of interest, evaluators currently participating in the Grant schemes as direct beneficiaries (project partners) and other contractors will not be considered. Any participation as a service provider for an approved ongoing project must be notified to Defra in order to avoid any conflict of interest. Candidates must detail in their tenders the procedure they put in place to guarantee the independence of the evaluators and avoid situations of conflict of interest.

The evaluators are expected to exchange information and collaborate with Defra and the contracted scheme administrators. This will ensure that the evaluation is able to draw on the resources and experiences of the teams tasked with operating the schemes, and will ensure that the result is incisive,

² <https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government>

³ <https://www.gov.uk/data-protection>

⁴ <https://www.gov.uk/government/publications/guide-to-the-general-data-protection-regulation>



robust and relevant.

Please note that due to the ongoing Covid19 pandemic, a travel budget has not been included, on the assumption that international (and possibly national travel) may not be possible. If this situation were to change and travel were possible (according to FCO and other Government advice) and would benefit the evaluation, this could be discussed with the evaluator. In this case, logistical support will be provided through existing UK Government processes for in-country appointments. Responsibility for travel arrangements should be ensured by the contractor, with Travel & Subsistence payments restricted to agreed budgets. A Duty of Care and Risk assessment must be carried out prior to any international travel.

9. Evaluation Team Composition and Skills

Proposals must include details of the proposed project team. Defra will expect to receive curricula vitae for members of the evaluation team as part of tender. In addition to the professional competencies of the evaluation team, the roles and responsibilities of all members should be clearly defined in the tender. The Project Lead should be fluent in English and all team members must have a high competency in English. Defra encourages the use of national and local consultants with expertise relevant to the execution of the contract, building capacity in-country while ensuring that high quality evaluation products are delivered.

An experienced project manager should be appointed, who will take the role of leader or be a coordinating expert. The project manager of the team, should have:

- Master's degree or equivalent;
- Experience in impact assessment;
- Experience in project management;
- Experience in team management
- Fluent English

It is expected that the evaluation team will have the following knowledge:

- Experience in the field of theory and practice of socioeconomic analysis and evaluation with at least two evaluation projects delivered in the last three years, including the development of M&E frameworks for existing programmes. Qualitative and quantitative skills previously utilised in process and impact assessment
- Experience in data collection, data analysis and verification, statistical analyses and drafting reports and recommendations.
- Knowledge of international conservation and development, particularly in the themes tackled by the Programme: biodiversity conservation, illegal wildlife trade, poverty alleviation. Relevant links/background to applied research on international development and conservation and/or other areas relevant for the Programme

Cost per day of each team member involved should be stated in the offer.

10. Budget and Costs

Bidders should outline their proposed costs for the commercial stage of the evaluation. As indicated in document 1 Instructions to Tenderers of this tender pack. Costs for the commercial stage will be given a weighting of 40% and will need to demonstrate value for money. Bidders should also provide their proposed day rates for the duration of the contract and the likely resources and effort required.

As part of the inception report to be produced by the end of month 2, the bidders are to provide full costs for all activities, i.e. the evaluation reports, travel, a synthesis report, and dissemination activities. These costs will be reviewed by Defra. Defra reserves the right at this stage, by mutual agreement, to



consider the reallocation of the costs to other elements of the project.

The bidder will be responsible for all Travel and Subsistence costs related to the work and the supply of all labour, material, and equipment. All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy. However, due to the current Covid19 pandemic, a travel budget has not been included, on the assumption that international (and possibly national travel) will not be possible. If this situation were to change and travel were possible (according to FCO and other Government advice) and would benefit the evaluation, this could be discussed with the evaluator.

Bidders may propose consortium or subcontracting arrangements, but should provide a single project manager responsible for fulfilment of the contract and for liaison with Defra's contract manager. The bidder will provide appropriate written and other progress updates during the course of the project and will agree to meet with Defra officials as and when required.

The bidder must meet the timescales proposed in its Tender and subsequently agreed by Defra, subject to any reasonable adjustments required by Defra and recorded in the contract. The bidder will notify Defra without delay if there is a risk that they may be unable to meet these timescales.

Defra will inform the bidder without delay if there is any deficiency in the quality of the services provided under the contract. The bidder will take steps to ensure any problems are resolved as a matter of urgency.

11. Contract and Project Governance

Defra is responsible for managing the delivery of evaluation and the management of this contract.

A **Project Steering Group** will be established and chaired by Defra. Evaluators will regularly participate and report to this group; which is expected to be held on a quarterly basis. The Steering Group will include members of Defra policy teams working on international biodiversity conservation, analysts from the evidence team, one or multiple experts in the evaluation of ODA environmental development programmes (drawn either from Defra or DfID) and the contracted scheme administrator. Defra will provide updates as appropriate to the Darwin Executive Committee, Darwin Plus Advisory Group and IWT Advisory Group.

High level governance for the Programme will be provided by the ODA Board, chaired by Defra.

For any queries relating to the terms of reference, please contact [REDACTED] who will also be the day-to-day point of contact during implementation of the contract.

12. Sources of information

LTS International: Our external scheme administrator since 2003 hold additional information for all three grant schemes on:

- Contact details for past and present project leaders, **subject to GDPR considerations.**
- Reviews of applications by both committees and independent reviewers
- Feedback letters for successful and unsuccessful applications
- Reviews of project reports and all project reports with supporting annexes
- Reviews of closed projects – final reports
- Mid-term reviews and closed project evaluations for some projects
- Standard measures from project reports for the Darwin Initiative (e.g. workshops held, people trained)
- Failed applications

LTS also hold Access databases for each of the three schemes. For a number of projects, they detail some or all of the following:

- Partner organisation(s)
- Funding level
- Location



- Ecosystem/biome - only for projects funded since Round 13 for Darwin, not Challenge Fund.
- Intended outcome and impact
- Summary of annual and final report reviews (until 2008)

The databases could also be adapted to identify sample projects, which could be grouped by variables such as their activity category. This may enable simpler and more effective comparison of outcome and impact between projects with similar aims, indicators and operational approaches. Currently, assessments carried out by LTS International, include desk based reviews, independent assessments of project reporting (with evidence) against agreed objectives. There are also some field based evaluations.



Proposed Services

[REDACTED]

[illegible]



[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]



Pricing Schedule



Data Protection Schedule

Definitions – the definitions in this Schedule and the Contract shall apply:

Annex 1: the Schedule of Processing, Personal Data and Data Subjects attached to this Data Protection Schedule.

Annex 2: Joint Controller Agreement (where required).

Party: a Party to this Contract.

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

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer: takes the meaning given in the GDPR.

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

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

Joint Controllers: where two or more Controllers jointly determine the purposes and means of processing. **Protective Measures:** appropriate technical and organisational measures which may include: the use of pseudonyms and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Annex 1 (Security).

Sub-processor: any third Party appointed to process Personal Data on behalf of the Processor related to this Contract.

1. DATA PROTECTION

The Parties acknowledge that for the purposes of the Data Protection Legislation, Defra is the Controller and the Contractor is the Processor unless otherwise specified

- 1.1 in Annex 1. The only processing that the Processor is authorised to do is listed in Annex 1 by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.



- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Annex 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Contractor Personnel do not process Personal Data except in accordance with this Contract (and in particular Annex 1);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;



- (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;



- (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Schedule such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend



this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

- 1.15 Where the Parties include two or more Joint Controllers as identified in Annex 1 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex 2 in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

Annex 1 - Schedule of Processing, Personal Data and Data Subjects Processing, Personal Data and Data Subjects

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Agency is the Controller and the Contractor is the Processor in accordance with Clause 1.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide information to develop and enhance and improve the Darwin Initiative, Darwin Plus and IWT Challenge programmes.
Duration of the processing	10 th September 2020 to 31 st January 2022
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).
Type of Personal Data being Processed	The type of personal data being processed are name, email, address, telephone number, etc
Categories of Data Subject	Grant holders and project staff that we have funded through our grant schemes
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Personal data will only be used to identify participants for the evaluation and to contact them to be interviewed. This data will be deleted at the end of the project – after 18 months.

