



Foreign, Commonwealth & Development Office



Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: Chemonics International Inc.

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

Framework Agreement Purchase Order Number: PO 8373

Call-down Contract For: MOBILIST Policy Platform

Call-down Project Number: PROJ10166

Contract Purchase Order Number: PO 10066

I refer to the following:

1. The above-mentioned Framework Agreement dated 1st May 2019;
2. Your proposal of 11th December 2020, (Annex C) REDACTED

and I confirm that FCDO requires you to provide the Services (Section 4 Appendix A, 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 4th May 2021 ("the Start Date") and the Services shall be completed by 31st March 2026 ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.
- 1.2 FCDO and the Supplier have agreed that from the 4th May 2021 to 31st May 2021, the Supplier will provide a limited role; for lesson learning from the infrastructure competition which is currently running, FCDO and the Supplier have reached mutual agreement on the formal Inception phase, which will now be 4 months, and cover the period from 4th May 2021 to 31st August 2021.

2. Recipient

- 2.1 FCDO requires the Supplier to provide the Services to the FCDO (the "Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £2,962,585.00 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.
- 3.2 When Payments shall be made on a 'Milestone Payment Basis', the following Clause 22.3 shall be substituted for Clause 22.3 of the Framework Agreement.

22. Payments and invoicing instructions



Foreign, Commonwealth & Development Office



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

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

4. FCDO Officials

4.1 REDACTED

4.2 The Contract Officer is:

REDACTED

5. Key Personnel

REDACTED

6. Reports

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

7. Inception Period

7.1 FCDO and the Supplier have agreed on a four-month Inception period May 2021 to August 2021. The Supplier will provide limited support 4th May 2021 to 31st May 2021

REDACTED

8. Break Clause

8.1. The contract will be issued for the full programme duration. There will be 3 formal contract review points; break clauses will be incorporated to coincide with the supplier's performance at the end of the Inception Phase (four months), at 18 months of the implementation period, and a further break clause at 36 months implementation period (i.e. 6 months following the relevant annual review). These formal review points will be in addition to the Supplier feeding into the programme's annual review. These formal review points also provide an opportunity for FCDO and the Supplier to discuss approaches as the programme develops and allow the Supplier to use 'lessons learnt' to adapt if necessary. Otherwise, the contract will be managed and monitored continuously checking the Supplier's performance on outputs against the workplan agreed with FCDO. These dates and programme budget are subject to validation in any HMG Spending Review (SR).



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9. Scale up/ Scale down

- 9.1 The contract will allow for flexibility to adapt to changes that occur during the life of the programme. Following FCDO reviews, FCDO shall reserve the right to scale the requirement up or down over its lifetime to include potential changes to programme scope, geographical and country reach (where appropriate) whilst remaining within the contract financial limit. Any such changes will be fully communicated to the Supplier and implemented in accordance with the terms and conditions and procurement regulations.

10. Flexibility and Transformation Options

- 10.1 There is flexibility to extend the duration of the contract should the Supplier and FCDO agree this is needed. With agreement of both FCDO and the Supplier the contract may be extended by up to one-year in duration and/or increased in value (by up to 20%).

11. Intellectual Property Rights

- 11.1 REDACTED

12. Call-down Contract Signature

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

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

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

REDACTED

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

REDACTED

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Section 4 - Appendix A Annex A

TERMS OF REFERENCE

MOBILIST POLICY PLATFORM

PROJ10166

BACKGROUND

1. The UK's Foreign, Commonwealth & Development Office (FCDO) is an HMG Department whose purpose is to reduce poverty in developing countries and help achieve the Sustainable Development Goals (SDGs).
2. Mobilising private finance and transforming the role that institutional capital plays in bridging the SDG financing gap is a critical policy agenda for the Foreign, Commonwealth and Development Office (FCDO). Mobilising private capital into climate investments is also one of our COP26 objectives for 2021.
3. Our work on Mobilisation encompasses programmes with and through the Multilateral Development Banks (MDBs), Development Finance Institutions (in particular CDC and the Private Infrastructure Development Group (PIDG)) and financial sector programmes such as Financial Sector Deepening Africa (FSDA)¹. FCDO also has ambitious plans for a multi-year mobilisation facility, covering both public and private markets, and MOBILIST is the first element of this mobilisation platform strategy.
4. Developing countries continue to face significant shortfalls in their private (and sovereign or public) sector financing needs. Taken together, financing needs are about \$2.5trillion a year, \$1.4trn of which is needed for Low and Low Middle-Income countries.
5. The international community has fallen behind this schedule, endangering achievement of the commitments. This gap already accounts for all funding flows from multilateral development institutions and banks, bilateral development agencies, governments and other official sources.
6. Mobilisation of private additional finance is the only way to meet the investment need. Most institutional investors possess structurally long-term balance sheets that can naturally hold long-term sustainable debt related or linked to sustainable assets. Among institutional investors are pension funds, insurance companies, investment funds, sovereign wealth funds, public pension reserve funds, foundations, endowments and other forms of pooled institutional savings.

¹ MOBILIST's focus on public market instruments complements the suite of financial instruments FCDO currently deploys to address the SDGs financing gap, including early stage financing, financial inclusion and capital market development and macroeconomic policy support.

7. Yet Emerging and Frontier Markets have so far managed to attract a very small percentage of the estimated \$90-\$150 trillion of assets under management by institutional investors globally.
8. FCDO intends to contribute to meeting the SDG financing gap by working with institutional investors and mitigate the risk associated to investing in Emerging and Frontier markets. OECD institutional investors manage up to US\$84 trillion² in assets and asset owners – and OECD-based asset owners alone manage around US\$54 trillion.³ London alone is home to £7.7 trillion in international capital and presents a huge financing opportunity for the SDGs and Climate focussed Funds. If only a fraction of the asset under management in the UK could be directed – productively – to developing countries, this would have a significant demonstration effect across global financial centres addressing the behavioural and structural barriers that are preventing the flow of SDG-capital at scale.
9. Delivering on this will also be vital in enabling the UK to demonstrate leadership and best practice ahead of hosting COP26 next year.

TENDER SPECIFICS

10. FCDO seeks to appoint a qualified supplier to manage the 'policy' component of the MOBILIST programme. The policy platform is a key element of MOBILIST and will be implemented over 4 years 11 months from May 2021 to March 2026.
11. The maximum value of the contract for services is £2,962,585.00 exclusive of any applicable taxes.

RECIPIENT

12. The main recipient of the services is FCDO, the MOBILIST programme, including the governance mechanism in the form of the MOBILIST Steering Committee. Most of MOBILISTs work and outputs will be open-sourced, and widely available to policy makers, investors and the market at large.

MOBILIST

13. 'Mobilising Institutional Capital Through Listed Product Structures' (MOBILIST) is FCDO's first programme targeting listed markets for their potential to mobilise large scale investment flows.
14. MOBILIST seeks to partner with the financial services industry in developing listed products that can intermediate this capital, and in a form that responds to the prudential regulations and investment models that today define the scope of opportunity for institutional capital.

² Including investment funds and asset managers

³ Including OECD asset owners (Pension funds insurance companies, and global public pension reserve funds), and excluding investment funds, as of December 2016. Source: OECD Global Pension Statistics, Global Insurance Statistics and Institutional investors databases and OECD staff estimates.

- 15.** MOBILIST supports HMG's ambition to position the City of London as one of the world's most major development finance hubs.
- 16.** Partnering with UK and overseas-based financial institutions, FCDO's ambition is to invest up to £90m into helping address the financing gap. Outputs include 5 new listed products (subject to a successful competition(s)), which must have the ability to list on major and or local exchanges and be easily replicable in the market. These products will demonstrate the opportunity and begin to address the critical barrier of information asymmetry, helping to grow investment choices and bring greater transparency to price and risk for investors that will be needed if large flows of institutional capital to bridge the SDG financing gap are to be possible.
- 17.** With FCDO capital or technical assistance, our support will enable the critical 'nurturing' phase for these new funds whose ambition is to list. The absence of investment capital to help incubate products with a strong development focus is identified as a priority focus for the programme. Building a track record in relation to the risk return profile and demonstrating the ability to source assets and recycle capital during the nurturing phase are thought principle obstacles to listing and to attracting volumes of institutional capital for the SDGs.
- 18.** MOBILIST represents an evolution in FCDO's approach to mobilising private investment, as the programme focuses on supporting investment products that can help with price discovery and serve as demonstration effect in public markets with none or only very limited use of concessional finance. The products supported by MOBILIST need to be viable investment opportunities in their own right, and at the same time contribute to systemic change in secondary market that over time, can mobilise billions of pounds of funding for poverty reduction and SDG delivery⁴.
- 19.** Through policy advice, technical assistance and capacity building, MOBILIST will support UK and other country efforts to increase available resources and spend them effectively.

PROJECT AIMS AND OBJECTIVES

- 20.** In the second half of 2020, FCDO will initiate a NEW Mobilisation Policy work stream to address some of the most compelling issues preventing capital formation in public markets for SDG financing.
- 21.** The Policy Platform is the central focus of this work stream and will run parallel to a series of other MOBILIST workstreams over the life of the programme, which together, will constitute an ambitious programme of investment, technical assistance and policy coordination around public market capital intermediation for SDG financing.
- 22.** The objectives of the Policy Platform are to:

⁴ For background, see Annex C "Frontier Markets Mobilisation: Facility Structure and Assets Study."

- i. Identify the principle policy themes that MOBILIST should focus upon in supporting a mobilisation in public markets agenda;
- ii. Commission and disseminate research and policy advice on these priority themes
- iii. Provide an advocacy role for research and policy that includes the widest possible group of relevant stakeholders, supported by a communications platform and strategic approach to communications;
- iv. Relate policy and research issues to the wider MOBILIST programme, and specifically in support of MOBILIST's ambition to catalyse five investment products to their eventual listing on an international exchange and/ or local exchanges;
- v. Develop and manage a M&E approach for the whole of the MOBILIST platform;
- vi. Develop and manage a learning hub for MOBILIST.

To give effect to these objectives, the Supplier will work with the MOBILIST product platform (see annex B) and other MOBILIST interventions to:

- i. Relate product development to research and advocacy, reform, regulatory and policy issues, taxonomies and impact measurement;
- ii. Provide an M&E framework for the Product platform and any investments MOBILIST chooses to make.

OUTPUTS

23. OUTPUT 1: Identify the principle policy themes that MOBILIST should focus upon in supporting a mobilisation in public markets agenda.

- i. An Inception Phase will take place between May 2021 and August 2021. By the end of inception, the supplier will have developed and agreed with FCDO an Implementation Plan and first year workplan as to the outputs and deliverables over the course of the programme;
- ii. During inception, the Supplier will consult with the 'market'⁵ and policy makers, both in the UK and in key markets, countries and regions, ensuring complementarity with existing policy agendas and stakeholders;
- iii. An Inception Report due in August 2021 will evolve the programme theory of change⁶; identifying the key policy issues to progress in the form of a strategic review of the public market mobilisation landscape; paying close attention to other MOBILIST initiatives (principally the infrastructure competition due to launch in February 2021); results framework; governance arrangements;

⁵ Broadly defined as the financial services industry and governance framework providers, where relevant to MOBILIST's objectives

⁶ The supplier will use the ToC contained in the MOBILIST [Business Case](#) as the starting point, and will look to articulate how that ToC will be interrogated and evolved over the life of the programme.

reporting schedule and; monitoring, evaluation and learning methodology and policies.

24. OUTPUT 2: Commission and disseminate research and policy advice on these priority themes (implementation)

- iv. The Supplier will test the MOBILIST Theory of Change through research and consultations and make recommendations as to future MOBILIST programming;
- v. The Supplier will distinguish between market research and policy advice and will be adept at delivering both in the form of papers for public and/ or for internal consumption. Over the life of the programme, it is expected that the supplier will commission a wide range of research, position and policy papers that will together form of coherent and strategic body of evidence as to the efficacy of different market and policy approaches to public market mobilisation, across a range of jurisdictions agreed with the FCDO team⁷; Grant making, and the ability to implement commission and disseminate research using best practice is expected to feature in the approach;
- vi. The Supplier will manage a distinct technological component of the research agenda,⁸ recognising the opportunity that emerging technologies can play in new financial architecture.

25. OUTPUT 3: Provide an advocacy role for research and policy that includes the widest possible group of relevant stakeholders, supported by a communications platform, including digital, and strategic approach to communications.

- vii. The supplier will develop a first-class communications advocacy platform, and a branding strategy for MOBILIST, and will ensure that MOBILIST and the mobilisation agenda has broad exposure across a wide range of stakeholders;
- viii. The platform will identify strategic partners, both in the UK and abroad⁹ to work with, to ensure a coordinated and collaborative approach with like-minded entities in pursuing this agenda, including HMG platforms across the globe¹⁰.

⁷ The platform may for example look to collaborate specifically with FCDO's Financial Sector Deepening platform in East Africa

⁸ Block chain, artificial intelligence, cloud computing and advanced algorithms, among others, could help barriers dealing with issues of data, classifications, organising standards. Many of these technologies, and their possible applications, are currently nascent though already happening. Further analysing them and exploring ways to scale them or accelerate their proof-of-concept will help advance the deployment of institutional capital towards sustainable assets. This type of leap-frogging technology could allow emerging market banks to churn their balance sheet to sustainable investors and therefore allow for additional balance sheet capacity to underwrite new sustainable loans. As these technologies mature, they can become contributing catalyst to scaling sustainable debt products being placed with institutional and certain retail investors. Also, they could significantly help in making sustainable financial pathways more accurate, secure and cheaper.

⁹ E.g. industry associations such as the Investment Association and PLSA as well as large institutional investors. In addition, the Supplier will work with Trade organisations, rating agencies, informed banks and financial service law firms to help drive the development of this opportunity, and deliver helping reduce human resource bottlenecks by helping build up more expertise in frontier economy investing through educational training

¹⁰ Country-led reform: the Supplier will provide appropriately led, FCDO-sponsored/funded interventions, working in coordination with national country authorities and other key national stakeholders and; working through

- ix. The platform will relate this work to specific product or platform initiatives developed by the wider MOBILIST programme, including support for competitions and providing technical support in jurisdictions where these interventions support products to listing¹¹.

26. OUTPUT 4: Develop and manage a M&E approach¹² for the whole of the MOBILIST platform

- x. The platform will build on scoping work already completed (see Annex D) to build and develop a M&E platform for the whole MOBILIST programme;
- xi. The platform will work with and support the development of specific M&E frameworks to support specific products come to market, including those championed by the MOBILIST programme (specifically through the Product Platform).

27. OUTPUT 5: Develop and manage a learning hub for MOBILIST.

- xii. The Supplier will develop a repository for all of the learning, including practical experience of bring products to market that MOBILIST and similar platforms present;
- xiii. The learning hub will in large part be a publicly available resource, based on the MOBILIST principle of open source;
- xiv. The learning hub should allow MOBILIST, including the MOBILIST Steering Committee (MSC) to assess and determine the course of future interventions, based on a continual process of learning led by the learning hub;
- xv. Related, the Supplier will provide a secretariat function for the MOBILIST Steering Committee, an advisory body comprising 4 internal (HMG) stakeholders, and 4 external stakeholders (see annex E).
- xvi. It is thought that the supplier will produce a 'state of the market' report annually, reviewing and highlighting progress both of MOBILIST and the wider policy agenda.

ROLES AND RESPONSIBILITIES

- 28.** Delivery of the policy platform will require a range of skills and expertise. The supplier will be led by a core team but will be able to draw on a wider pool of resources and have links to networks across the globe from which they can

MOBILIST with existing FCDO initiatives such as the Financial Sector Deepening Africa (FSDA) to improve coordination in policy guidance and capacity-building activities at the country level; support policy networks at the sub-regional, regional and global levels; share experience and good practices; and scale up guidance and tool kits in key areas.

¹¹ Note that the new product platform is specifically tasked with developing and deploying technical assistance to support market infrastructure in support of products, where that intervention is considered a global public good.

¹² The MOBILIST monitoring, evaluation and learning framework should integrate activities at both the programme and fund levels to generate lifecycle results management that focuses on driving forward outcome generation, but also integrates cross-fund learning and impact measurement.

draw ideas and proposals using grants.

- 29.** The Supplier should propose a team structure that demonstrates the skill set demanded by each of the output requirements. We anticipate the core team to include at a minimum a full-time team leader, research and policy lead, and monitoring and learning lead. The supplier should be able to access a pool of international and domestic expertise to help scope, analyse and advise on areas of worked linked to the objectives of this ToR. We recognise there may be several ways to deliver this TOR and welcome innovative and well-justified suggestions from suppliers.
- 30.** FCDO would like to see proposals that include reference to possible partners, research recipients, or types of interventions they would like to support with the platform, particularly if these organisations are emerging, frontier market or regionally based entities.

DURATION OF SERVICES

- 31.** The assignment is expected to start in May 2021 and end in March 2026 i.e. 4 years 11 months, including an Inception and subsequent Implementation Phase, with formal review 4 months (after Inception period) 18 and 36 months (i.e. 6 months after the corresponding annual review) following implementation. These dates and programme budget are subject to validation in any HMG Spending Review (SR).

FLEXIBILITY AND ADDITIONAL SERVICES OR TRANSFORMATION

- 32.** There is flexibility to extend the duration of the contract should the Supplier and FCDO agree this is needed. With agreement of both FCDO and the Supplier the contract may be extended by up to one-year in duration and/or increased in value (by up to 20%).

Timings	
Inception Phase	May 2021 – August 2021
Implementation Phase	September 2021 to March 2026

BUDGET

- 33.** The budget for services is capped at £2,962,585.00 exclusive of any applicable taxes. This is the maximum available for direct delivery of interventions by the Supplier.
- 34.** The Suppliers bid contain milestones for the Inception Phase (Output 1), and includes: i) a programme theory of change; ii) results framework¹³; iii) a finalised

¹³ A log frame will be required

Implementation Plan and workplan for year 1; iv) governance arrangements; v) grant making policies; vi) reporting schedule; vii) Sustainability plan; and viii) monitoring, evaluation and learning methodology and policies.

35. The Suppliers proposals has robust arrangements for ensuring performance monitoring, accountability for delivering VFM, incentives for delivering results, innovation and collaboration with other FCDO programmes.
36. At the end of the Inception Phase, the supplier will deliver an Inception Report agreed between Supplier and FCDO within four months of contract signing, and the Implementation Plan addressing Outputs 2 – 5 and encompassing the whole of the programme life and; a one year workplan which will include a results framework that sets out outputs, activities and milestones therein, a time frame for each output and a budget per output and its timeframe in their technical proposal, and a budget per output in their commercial proposal.

PAYMENT STRUCTURE

37. Milestones will track programme progress against an Implementation Plan supported by the annual workplan throughout implementation. The Implementation Plan and workplan will be subject to annual review by FCDO.
38. Milestones will be paid on a quarterly basis in arrears and reviewed and agreed yearly. This will be described in a quarterly narrative and finance report and must include detail of progress made towards milestones, explaining whether and how these have been achieved.
39. Expenses will be reimbursed on actual costs and will be included in the quarterly invoices. Expenses will be a separate section of the invoice to demonstrate clearly what is being claimed as an expense – the supplier should be able to provide evidence of expenses on request. Expense costs eligibility guidance will be issued with the tender pack.

WAYS OF WORKING

40. The programme would have a distinct approach of convening and supporting experts, industry associations, regulators and other market actors around specific opportunities at the frontier of SDG-related public market development, recognising that mobilisation is multi-faceted. In order to be effective, the platform will need to possess or sub-contract expertise and capacity across a range of technical subject matters for particular jurisdictions, including public listings, asset management, capital market development, asset classes, portfolio analytics, legal and regulatory issues, technology in finance, communications and outreach, policy and advocacy.
41. A principle focus is the UK market for institutional investors, but other jurisdictions are also in scope (MOBILIST has a broad geographical mandate)¹⁴. These should

¹⁴ See the MOBILIST Business Case for more details

be scoped during inception, and particular focus will be agreed as part of the Implementation Plan.

42. The Supplier will cultivate an active network of investors and partners, and through HMG, convene and coalesce a wide range of industry groups to move forward the mobilisation agenda. For example, the Supplier will need to work with HMG partners, including BEIS, HMT and DIT, and the UK's development finance institution CDC, as well as existing platforms with which FCDO may or may not have an existing relationship with. Work will also include collaboration with the UK Pensions Regulator and Financial Conduct Authority and pension trustees, as well as local market regulators, and taking advantage of HMG proximity to the City of London.
43. The Supplier will use their expertise and organisational capability to manage and deliver a programme of research and policy advice, either in-house or through subcontracted experts and related to generate high-quality policy advocacy through the range of influencing channels, including digital. This should include experience of providing technical research in relation to complex financial services issues, and policy proposals and advocacy for the financial services industry, regulators, national governments and exchanges (and other relevant capital market actors and government agencies and stakeholders) in a politically informed, evidence-based manner, to build capacity, successfully achieving system change, in a high skill setting like the UK financial system.

MANAGEMENT INFORMATION AND GOVERNANCE

44. The Supplier will report to the MOBILIST Senior Responsible Officer.
45. Reporting will be on a weekly basis, with fortnightly written progress reports, capturing stakeholder feedback, an up to date implementation plan and risk register.
46. Ad hoc briefings and de-briefings will be required in support of the FCDO team and the MOBILIST Steering Committee (MSC).

CONSTRAINTS AND DEPENDENCIES

47. The Supplier is responsible for developing and implementing a Monitoring & Evaluation framework for all components of the MOBILIST programme, from the point of implementation. This will require collaboration with the product platform and infrastructure competition primarily but would include any future interventions the programme may make (currently unforeseen). Should unforeseen interventions incur inputs beyond the scope of these TORs, additional funding may be made available on a case by case basis.

The Supplier will escalate promptly any issues faced when working with other suppliers that is impacting on the delivery of the objectives in this TOR. The Supplier will not be able to bid for any other aspect of MOBILIST, or as part of any consortium or downstream partner that may choose to bid into future MOBILIST tenders.

PERFORMANCE AND MEASUREMENT

48. Performance targets and means of verification should be include in the Implementation Plan to be agreed between the Supplier and FCDO three months after contract signing and should be a subject of the first year workplan.
49. The programme will undergo yearly annual reviews to monitor progress toward achieving results against the output milestones, outcomes and impact, and through the learning hub, will itself play a major role in assessing the wider MOBILIST programme.

BREAK CLAUSE

50. The contract will be issued for the full programme duration. There will be 3 formal contract review points; break clauses will be incorporated to coincide with the supplier's performance at the end of the Inception Phase (four months), and the at 18 months of implementation period and a further break clause at 36 months implementation period (i.e. 6 months following the relevant annual review). These formal review points will also provide an opportunity for FCDO and the Supplier to discuss approach as programme develops and allow supplier to use 'lessons learn' to adapt if necessary. Otherwise, the contract will be managed and monitored continuously checking the supplier's performance on outputs against workplan agreed with FCDO.

51. SCALE UP/SCALE DOWN

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

GDPR

52. Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Appendix A and the standard clause 33 in section 2 of the contract.

DUTY OF CARE

53. The Supplier is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this Contract. They will also be responsible for the provision of suitable security arrangements for their domestic and business property. The respective FCDO Programme Offices will share

available information with the Supplier on security status and developments in-country where appropriate.

- 54.** The Supplier is responsible for ensuring appropriate safety and security briefings for all their Personnel working under the Contract and ensuring that their Personnel register and receive security briefings. Travel advice is also available on the FCDO website (<https://www.gov.uk/foreign-travel-advice>) and the Supplier must ensure they (and their Personnel) are up to date with the latest position
- 55.** Bidders must develop their proposal on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix developed by FCDO (see Annex A of this ToR). Bidders must confirm in the Tender that:
 - They fully accept responsibility for Security and Duty of Care;
 - They understand the potential risks and have the knowledge and experience to develop an effective risk plan;
 - They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.
- 56.** If a bidder is unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, their Tender will be viewed as non-compliant and excluded from further evaluation.

MODERN SLAVERY

- 57.** FCDO is already taking action against modern slavery through current programming, and we are working to expand our reach and scale-up successful country office and centrally managed programmes. A large number of FCDO-funded programmes already operating through our country offices look at addressing the underlying vulnerabilities of people at risk of modern slavery.
 - Strengthening evidence base of effects of laws, policies, practices on migrant garment and domestic workers
 - Advocacy and common understanding of corrective legal, policy and procedural measures
 - Information campaigns among employers
 - Organising workers to protect themselves and access services
 - Sensitising labour recruiters on accountability for fair recruitment
- 58.** Suppliers should consider within their proposals the likelihood of modern slavery affecting this programme, including grantees.

TRANSPARENCY AND UK AID BRANDING

- 59.** The Supplier will use a communications platform (including digital) and branding to widely publicise the platform and wider MOBILIST objectives to financial market participants both here in the UK and internationally, fully leveraging

FCDO's reputation in order for MOBILIST to become a leading voice in the policy agenda.

60. The Supplier will also ensure that stakeholders in target markets, including FCDO country offices in selected geographies should be fully informed as to the product platform and the Supplier should expect to work with selected HMG platforms to elicit product proposals and to engage in mobilisation issues at a country level. The Supplier can expect the FCDO and the MOBILIST team to work closely on these issues.
61. The Supplier should develop a branding strategy and a communications plan, noting that market awareness and market profile are considered important attributes in generating systemic change based. Strategies and plans will be agreed with FCDO and the Supplier will collaborate with FCDO communications teams. Press releases and public information should also be checked with FCDO prior to release. More information on UK aid branding is available here <https://www.gov.uk/government/publications/uk-aid-standards-for-using-the-logo>.
62. Transparency, value for money, and results are top priorities for the UK Government. FCDO has a duty to show UK taxpayers where their money is being spent, its impact, and the results achieved. FCDO has guidance on the use of its logos, which will be shared with the Supplier(s) as necessary.
63. 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. 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 – further IATI information is available from: <http://www.aidtransparency.net>.
64. If any press releases on work which arises wholly or mainly from the project are planned, this should be in collaboration with FCDO's Communications Department. Country-facing and UK-facing branding guidelines will be provided by the respective FCDO Programme Teams.
65. Partners that receive funding from FCDO must use the UK aid logo on their development and humanitarian programmes to be transparent and acknowledge that they are funded by UK taxpayers. Partners should also acknowledge funding from the UK government in broader communications, but no publicity is to be given to this Contract without the prior written consent of FCDO.

DELIVERY CHAIN MAPPING

66. Delivery Chain Mapping is part of FCDO's Due Diligence Framework and FCDO's programme cycle management. However, the Supplier will identify and directly manage implementing partners.

- 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. Addressing this is the actions/activities required to manage regular and exceptional risk throughout the network to reduce exposure and vulnerability.
- 68.** The Supplier shall provide and maintain an up-to-date and accurate record (map of the supply chain) of named downstream delivery partners in receipt of FCDO funds and/or FCDO funded inventory or assets. This record must demonstrate how funds/Assets flow from the initial source to end beneficiaries. This record needs to be updated regularly by the Supplier and when there are material changes to the delivery chain. Delivery Chain Mapping should be included as a standing agenda item in the regularly scheduled (no less than quarterly) progress meetings, for discussion and review.

DIGITAL

- 69.** Any expenditure on digital services will fall under FCDO's Digital Spending Policy. Expenditure on such item(s) will need to be approved by the FCDO SRO through FCDO's internal systems.
- 70.** Digital in FCDO is defined as any external-facing service provided through the internet or mobile to citizens, businesses, and civil society or non-government organisations. It can range from text messaging to enable mobile cash transfers, satellite mapping to identify the spread of deforestation or disease, databases of beneficiaries and their feedback, knowledge portals to share programme research, web applications and mobile applications. It does not apply to internal-facing digital tools between FCDO and the supplier or within the supplier organisations/consortium.
- 71.** Suppliers should be clear in their proposals whether they anticipate any spend on digital services that fall under this policy, either as part of their direct delivery or through grantees.

SAFEGUARDING CONSIDERATIONS

- 72.** All organisations that work with or come into contact with children or vulnerable groups must have safeguarding policies and procedures to ensure that every child, regardless of their age, gender, religion or ethnicity, can be protected from harm.
- 73.** Protection from violence, exploitation, and abuse through involvement, directly or indirectly, with FCDO programmes is essential. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.

- 74.** The supplier must provide adequate assurance that they have appropriate policies and procedures in place to expressly prohibit sexual exploitation and abuse and to receive and address reports of such acts.

FCDO Overall Project / Intervention Summary Risk Assessment

Country: MOBILIST programme is a global programme, providing support to a broad range of countries. The table below provides an Overall Risk Rating for the countries within the MOBILIST programme that the Supplier may need to visit during delivery of these services. Some countries are included as indicative examples of the countries the supplier may visit. The supplier may be required to travel to one of these countries or countries with a similar risk level. Decisions on which countries the supplier may need to visit will be determined during the inception phase

Date of assessment: **August 2020**

Theme	Risk Score	Risk Score for sample of MOBILIST countries			
	Overall Risk Rating to cover countries within MOBILIST scope	Kenya ¹	Nigeria	Ghana	Pan-India
OVERALL RATING	4	4	4	3	3
FCDO travel advice	4	4	4	3	4
Host nation travel advice	Not available	Not available	Not available	Not available	Not available
Transportation	4	4	3	3	2
Security	4	4	4	3	2
Civil unrest	5	5	4	3	2
Violence/crime	5	5	4	3	2
Terrorism	4	4	4	3	2
War	1	1	1	1	1
Hurricane	3	1	1	1	1
Earthquake	3	1	1	1	2
Flood	3	3	1	2	2
Medical Services	3	3	4	4 ²	2

*

1 Very Low risk	2 Low risk	3 Med risk	4 High risk	5 Very High risk
			SIGNIFICANTLY GREATER THAN NORMAL RISK	

For any immediate information on travel please consult the FCDO travel advice:

<https://www.gov.uk/foreign-travel-advice>

¹ The areas of Mandera, Daadab and Garissa plus anywhere else within 60km of the Kenya-Somali border (including areas North of Pate Island on the coast) and Eastleigh in Nairobi are assessed as being very high risk with FCDO advising against all but essential travel. In these areas Medical Services are assessed as '4: High Risk'; War is assessed as '3: Medium Risk'; and FCDO travel advice as '5'. See latest FCDO [travel advice](#) for Kenya.

² Risk for Medical services is rated as a 5 in NER, UER and UWR

Appendix A: Annex A (Terms of Reference)
Schedule of Processing, Personal Data and Data Subjects

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

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

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract.</p> <p>1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of Personal Data necessary for the administration and/or fulfilment of this contract”.</p>