

**CALLDOWN CONTRACT**

Framework Agreement with:

DT Global International Development UK Ltd

Framework Agreement for:

Expert Advisory Call Down Service (EACDS)

Framework Agreement Purchase Order Number:

PO 7468

Call-down Contract For:

Hygiene and Behaviour Change Coalition (HBCC) Oxygen Co-Lab Phase 1

Contract PO Number:

PO 40130607 (ecm\_4366)

I refer to the following:

1.

The above mentioned Framework Agreement dated October 2016;
2.

Your proposal of 28 July 2022

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

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

- 1.1

The Supplier shall start the Services no later than 02 September 2022 (“the Start Date”) and the Services shall be completed by 31 May 2023 (“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

**Secretary of State for Foreign Commonwealth and Development Affairs**, represented by the Foreign Commonwealth and Development Office, acting as part of the Crown (“FCDO”) (“the Recipient”).

**3. Financial Limit**

- 3.1

Payments under this Call-down Contract shall not, exceed £999,489.03 (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in Annex B.

**4. FCDO Officials**

- 4.1

The Project Officer is: [REDACTED]  
  
Email: [REDACTED]

- 4.2

The Contract Officer is: [REDACTED]  
  
Email: [REDACTED]

**5. Key Personnel**

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

[REDACTED]

**6. Reports**

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

**7. Duty of Care**

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

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

**8. Call-down Contract Signature**

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

**Annex A – Terms of Reference**

**Expert Advisory Call Down Service (EACDS) Framework – Terms of Reference  
Hygiene and Behaviour Change Coalition (HBCC) – Oxygen Co-lab Phase 1**

**1. Background**

Frontier technologies for international development are new or emerging innovations that have the potential to impact on economic, social and political activities in ways that can drive widespread changes and positive impacts on development goals and global prosperity. While harnessing frontier technologies holds significant potential to deliver positive development impact and global prosperity for FCDO programmes, a number of issues make it challenging for the organisation to engage more systematically with, and channel the benefits of latest frontier technology innovations towards, its objectives. These include a shortage of technology skills in-house; the absence of a funding mechanism to internalise and mainstream innovations into wider FCDO programming; and a lack of FCDO Adviser time for “non-core” activities.

Responding to this FCDO DFID launched Frontier Technology Livestreaming (FTL) within the Ideas to Impact (i2i) programme in October 2016 to build DFID’s capacity to engage across the board with innovative technologies and approaches such as Co-labs, to generate in-field experience and evidence on the use of Frontier Technologies in FCDO and strengthen the ecosystem of innovators working on development applications of new technologies, data and behavioural science. It has accomplished this primarily through supporting in-field pilots based on applications sourced from FCDO Advisers through open calls. To date, the [Frontier Technologies Hub](#) has supported [44 pilots in 18 countries](#) doing everything from using artificial intelligence to detect wildfires in Pakistan, testing a pay-as-you-go solar system to provide energy to rural health facilities in Zambia, integrating smart geo-seals to track the delivery of humanitarian aid, and using blockchain to improve land ownership records in India.

In March 2020 in response to the COVID pandemic the Frontier Tech programme pivoted and set up COVIDaction investing in and sourcing innovations, strengthening supply chains and building a technology pipeline to support action related to the COVID-19 pandemic across four key thematic areas. The initial focus was on tackling COVID-19 immediate needs (eg. frugal ventilator design, the shortening and localising supply chains with a specific focus on PPE, using data for decision making to support the pandemic response). COVIDaction portfolio of 36 organisations, teamed up with talented partners, and continuously learned with them about the emerging needs of the pandemic. As the pandemic continued, it exposed critical vulnerabilities of health systems and supply chains - such as the access to oxygen in low-resource-settings and the equitable distribution of vaccines across vulnerable populations and issues with hesitancy in vaccine uptake. Covid action also developed the Co-

lab methodology for Oxygen bringing together innovators, entrepreneurs and key stakeholders such as UNICEF and WHO.

The Frontier Technology Hub [COVIDaction Oxygen CoLab](#) was set up to reduce preventable deaths by improving access to oxygen availability in remote and district health centres in low and middle income countries. It brings together typically siloed target product profile creators like UNICEF, with funders, academia (like UCL, Royal Academy of Engineering), engineers, innovators and a range of other makers, hackers and backers (harnessing expertise from within the UK and globally). The Oxygen CoLab to date has [accelerated the pace towards a Target Product Profile \(TPP\)](#), validated by industry and has catalysed product development. The potential outcome being the provision of life saving oxygen in areas where it is unavailable, alongside testing and validating a business model aimed at securing access to oxygen for the future. Below illustrates the 3 work streams under the Oxygen Co-lab.

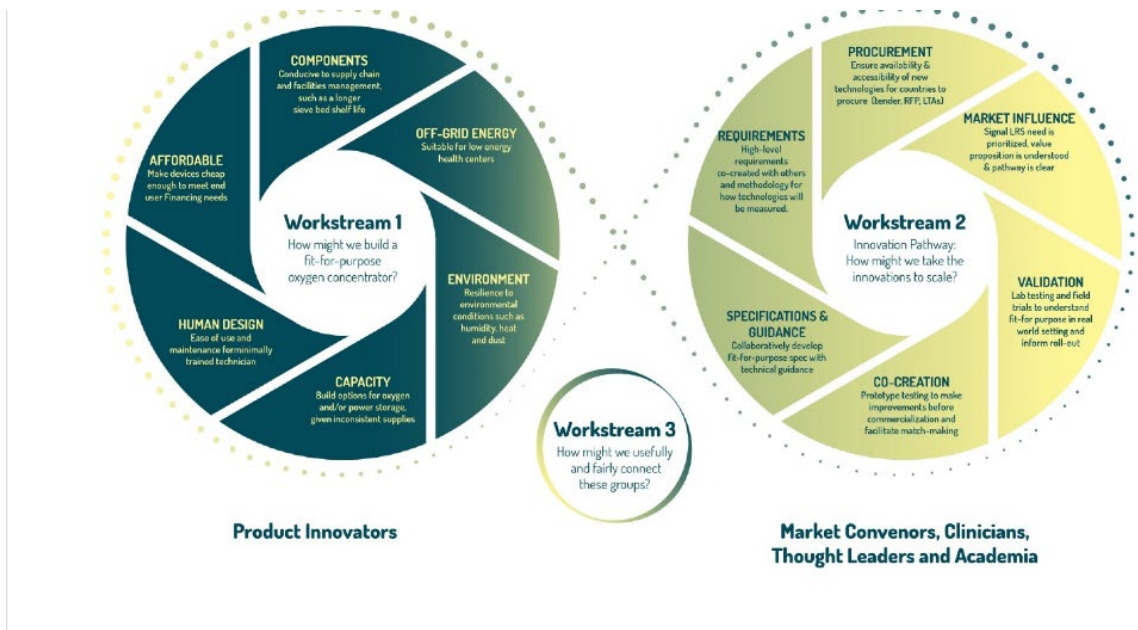


Figure above – COVIDaction Oxygen Co-lab demonstrating 3 workstreams bringing together product innovators, market convenors, thought leaders and academics to take scale innovation on oxygen in low resource environments.

The current work and this term of reference is building on this foundation of COVID action Oxygen Co-lab methodology under the Hygiene and Behaviour Change Coalition (HBCC), which was approved by Ministers in November 2021. It will develop Co-labs in two areas firstly for i) Vaccine Data to address the issue of vaccine hesitancy using technology and behavioural science and secondly, ii) it will address Oxygen delivery and supply chains for low resource environments working closely with UNICEF and tech entrepreneurs. These two Co-labs will be contracted separately but run in parallel and will ensure learning across both on the Co-labs methodology and approach. This term of reference focuses on the

detailed design and scoping of the Oxygen Co-lab will be a component of the FCDO's Hygiene and Behaviour Change (HBCC) programme.

**2. Recipient**

The Service Provider will report to the FCDO Research and Evidence Directorate (RED) Technology and Innovation Unit (TIU) (primarily Magdalena Banasiak, SRO, Jaco Louw, PM) but working closely with RED Health Research Team (Samantha Field, Health Adviser) and the C19 and Global Health team (Lisa Rudge, WASH Adviser) as the HBCC 2 Programme lead, who will be the Recipient of the assignment and formally approve its deliverables.

The current work and this term of reference is building on this foundation of COVID action Oxygen Co-lab methodology under the Hygiene and Behaviour Change Coalition (HBCC), which was approved by Ministers in November 2021. It will develop Co-labs in two areas firstly for i) Vaccine Data to address the issue of vaccine hesitancy using technology and behavioural science and secondly, ii) it will address Oxygen delivery and supply chains for low resource environments working closely with UNICEF and tech entrepreneurs. These two Co-labs will be contracted separately but run in parallel and will ensure learning across both on the Co-labs methodology and approach. This term of reference focuses on the detailed design and scoping of the Oxygen Co-lab will be a component of the FCDO's Hygiene and Behaviour Change (HBCC) programme.

**3. Objectives of the Programme**

The objective of the Oxygen Co-lab is to accelerate progress by working with UNICEF and innovators on accelerating progress on market readiness and technology issues concurrently, instead of sequentially to accelerate global access to oxygen for low resource environments.

The impact of the Oxygen Co-lab will be :

Increased global prosperity, preparedness to future pandemics and resilience of health systems through access to oxygen in low-resource-settings.

The outcomes for the Oxygen Co-lab will be:

- **Catalyse market traction:** Test the Oxygen as a Service business model.
- **Design and deliver oxygen Bond:** To prove the market and to stimulate the demand and supply side for oxygen business models in low resource environments
- **Accelerate product innovation:** Accelerate R&D through seed funding, lab and field testing with rapid iteration, learning networks and partnerships, generation and packaging of evidence.
- **Enable a collective response and anticipatory action to oxygen supply:** generate momentum through gatherings, generating evidence, and bringing together new innovators and partners into the CoLab.

- Develop proven **validity and value of Co-lab model** as mode for delivery and partnership for testing and generating evidence (working closely with the Vaccine Co-lab on join learning and evidence generation)
- **Evidence and research generation** around targeted vaccine uptake and reducing hesitancy using data and behavioural change at country and local level.

The CoLab will be anchored in the following design principles:

1. Working concurrently on the technology and its enabling environment;
2. Supporting existing global coalitions on oxygen and vaccine distribution;
3. Sparking useful connections and learning within a wide reaching network to catalyse progress;
4. Partners leading on specific workstreams, bringing in their unique expertise.
5. Being responsive and adaptive as COVID-19 needs change quickly

4. What will success look like

	OUTCOME 1 Oxygen Co-lab Phase 1	OUTCOME 2 (CoLab model for Oxygen and Vaccine Data)
Impact	Increased global prosperity, preparedness to future pandemics and resilience of health systems through access to oxygen in low-resource-settings. <b>Oxygen CoLab</b> was set up to reduce preventable deaths by improving access to oxygen availability in remote and district health centres in low and middle income countries.	
Outcomes	Sustained use of fit for purpose oxygen concentrators in remote health centres	Proven validity & value of the CoLab model as a blueprint for the sector
Intermediary outcomes	Oxygen concentrators are on the path to sustainable scale in at least one of our focus countries	Grantees and partners take collective action on vaccine data issues
Outputs	Accelerated R&D of fit for purpose oxygen concentrator innovations for low resource environments tested in 4 markets.  Testing and building evidence on the commercial viability and effectiveness of the Oxygen as a service business model.	Grantees learn and generate evidence with each other, from experimentation  CoLab adapts based on learning, including VFM – joint learning across Oxygen and Vaccine Data  Joint workshop on evidence generated by Co-labs for Oxygen and Vaccine Data



	Design and Delivery of an Oxygen Bond to increase demand and supply of oxygen in low resource environments.	
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5. Scope of the Programme and Deliverables

The Oxygen Co-lab will deliver against three main areas, which will be worked on concurrently:

1. Accelerate Product Innovation

- Launch R&D call for product design innovation and seed funding of product innovators (up to 5 grants) – to test level of demand and appetite in the market.
- Design Lab testing of current oxygen concentrator products ( ability to test 6 current products and up to 5 new products) and protocols for field trials to take place in implementation phase.

2. Catalyse Market Traction

Oxygen Bond

- Detailed design of Oxygen Bond bringing in partners to co-finance the bond, including UNICEF and Unitaid to support market shaping of oxygen supply and demand for low resource environments ( the next phase will field test and build evidence on implementation of the oxygen bond).

O2aaS Pilot Grants

- Scale existing two O2aaS grants (FREO2 in Tanzania and Sanrai in India) to generate evidence on last mile delivery and operation and maintenance of oxygen for low resource environments.

O2aaS Demos: Spark new enabling markets to make sustainable scale possible

- Extend the portfolio with new innovative products and business models on O2aaS (EPFL/COGI, Healthport, Solar, Access Oxygen) previously identified at the Dragons’ Den in 2021 ( up to 5 new grants)
- Develop, design and deliver at least one Oxygen as a Service (O2aaS) taxonomy to generate evidence on the innovative business model.

3. Enable a Collective Response and Action on Oxygen

- Provide final tranche of funding for UNICEF oxygen system mapping tool
- Establish and manage Advisory committee for Oxygen with key stakeholders in sector and expertise, agreed with FCDO RED TIU and Health Research team, and hold regular quarterly meetings.
- Establish and manage Learning Network for Oxygen with key stakeholders such as UNICEF and WHO to share evidence generated on oxygen concentrators and business models for low resource environments.
- Deliver evidence products on R&D innovation on oxygen, future of oxygen and demand forecasting, agree products, outputs and advocacy plan with FCDO leads.

- Technical Assistance to entrepreneurs and innovators based on needs and demand delivered through the Co-lab, bringing in appropriate expertise.

The Oxygen CoLab model is broader than a traditional investment fund. This means that beyond supporting a cohort of innovators, the co-lab will also be funding local and global experts, as well as market traction strategies through new innovative funding mechanisms.

Oxygen CoLab will fund:

- product innovators to support R&D development and lab testing (grant funding)
- testing new Oxygen-as-a-Service (O2aaS) business models (bonds & grant funding)
- bringing in specific external expertise from other Co-lab partners such as UNICEF(partnerships)

The Co-lab will use a mix of financing mechanisms, based on what’s most appropriate to each case.

The Co-lab team will put in place an **expert advisory committee for the Oxygen Co-lab** which will draw on key stakeholders in the sector to drive and steer the work and also support the learning journey and evidence generation. Members of the Oxygen co-lab will include from FCDO Cathy Roth the SRF from the Health Research Team and Sam Field the health adviser and lead for the Omnicron COVID work as well as other key stakeholders such as Unicef and WHO. The expert advisory committee will **meet quarterly**, and the Co-lab will act the secretariat for this group.

The team will provide **quarterly reports** (slide deck with agreed recommendations from meeting) on progress against which payments will be made and a final report to feed into the Annual Review and End of Programme Report for HBCC.

The team will have **monthly meetings** with the FCDO programme team and wider group of experts (to be identified with FCDO and will include representation from the FCDO Vaccine leads in FCDO and Health Research team and the lead for CV-19 Behaviour change forum) to steer, guide and report on progress. The FCDO Leads for this work will be SRO for the Frontier Tech Livestreaming programme from TIU and Sam Field from the Health Research team.

**6. Skills and Expertise**

The programme team needs to have the following skills and expertise:

- Extensive track record in grant and fund management of local downstream partners
- Experience of innovation methodologies incl. human centred design, delivering Co-labs
- Experience of generating high-quality evidence and research, supporting learning journeys and communication of evidence to a wide range of audiences and stakeholders incl. FCDO network
- Skills and expertise in health and social care innovation and policy with international experience on oxygen for low resource environments
- Skills and expertise in delivering and scaling innovative technology, supporting technology R&D and business model solutions as part of a fast moving pandemic response and good understanding of market-based solutions and value chains in oxygen.
- Expertise in innovative financing in the design and delivery of impact bonds
- Strong track record in international development and delivering health outcomes



The team will have a good balance of international and local expertise and be able to draw on networks of local entrepreneurs and partners in range of markets across Africa and Asia (including Tanzania and India).

7. Timing & Budget

The Agreement will commence on 02 September 2022 for the period of 6 months with the option to extend for a further 3 months if required and in agreement with the FCDO SRO. The outputs of this work will feed into the Oxygen Co-lab Phase 2 – implementation phase which will be for a further 12-18months.

The **proportion of funded pilots** under the Detailed Design and Scoping of the Oxygen Lab will be 65% of the overall total budget and this will be split across the following deliverables:

- Scaling work of previous oxygen as a service grantees (FREO2 in Tanzania, Sanrai in India); contract and fund new oxygen-as-a-service grantees (up to 5 new grants) – 71%
- UNICEF - remaining share of original contract for market shaping work on oxygen - 16%
- R&D call for product design innovation and seed funding of product innovators (up to 5 grants) - 12%
- Design the lab testing of current oxygen concentrators - 1%

Oxygen CoLab – Approx Budget Allocations		
Component	Description	Approx allocation
Grants (and Bonds)	<ul style="list-style-type: none"><li>➤ Begin the scaling work of previous grantees (FREO2 in Tanzania and Sanrai in India) contract and fund new oxygen-as-a-service grantees (up to 5 new grants)</li><li>➤ UNICEF - remaining share of original contract</li><li>➤ Begin R&amp;D call out for product design and start seed funding of product innovators (up to 5 grants)</li><li>➤ Design the lab testing of current oxygen concentrators</li></ul>	65%
Partnerships / External Technical Assistance/ Evidence Generation	<p>Bringing in other partners with specific local and technical expertise:</p> <ul style="list-style-type: none"><li>➤ Independent lab testing design</li><li>➤ External expertise pool to support innovators</li><li>➤ Innovative financing capability for bond design</li><li>➤ Storytelling &amp; comms to generate evidence, publish papers, organise quarterly events</li><li>➤ Academic partnerships</li></ul>	23-25%

<b>Technical Assistance - Strategy, Methods, Systems</b>	CoLab leads and their teams of specialists: build innovator learning networks to ensure engagement in R&D process and drive advocacy for O2aaS innovators, direct innovator coaching; collection, synthesis and visualisation of insights and learnings across the multiple workstreams, managing partners.	
<b>Programmatic - Delivery</b>	CoLab specialists time spent on contracting, finance, due diligence, governance procedures. Grant management fee to IMC (0.99% of total grant value) Expenses to cover any travel, organising oxygen summits, and any required tools for the dissemination of the work.	10-12%
<b>Total Budget</b>		100%

The **payments will be made on a quarterly basis** based on satisfactory progress and quarterly reporting and meeting. If more frequent payments are required e.g. monthly this can be discussed with the FCDO programme team, to ensure progress on delivery is at pace in line with the 6-9 month timeframe.

**8. General Data Protection Regulations (GDPR)**

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.

**9. Duty of Care to Suppliers**

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

- I.The Supplier will be responsible for all security arrangements and Her Majesty’s Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
- II.The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified FCDO in respect of:

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;

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

**10. Safeguarding**

FCDO maintains a zero-tolerance approach to sexual exploitation and abuse by the Service Provider, which includes their downstream partners. The Service Provider and sub-contractor(s) should have environmental and social safeguarding policies and procedures to ensure that every vulnerable person including children, regardless of their age, gender, religion or ethnicity, can be protected from harm, this includes violence, exploitation and abuse.

**11. Modern Slavery**

FCDO is taking action against modern slavery across current programming. The Service Provider and sub-contractor(s) should have policies and procedures in place to ensure any vulnerable person at risk of modern slavery can be protected from harm.

**12. Disability**

For FCDO disability inclusive development means that people with disabilities are systematically and consistently included in and benefit from international development. Civil Society and Private Sector partners should outline their approach to disability inclusion and how people with disabilities will be consulted and engaged throughout the project.

**13. Transparency**

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 – further IATI information at <http://www.aidtransparency.net/>

**14. Delivery Chain Mapping**

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.

In advance of any release of funds, the Service Provider will be required to produce a delivery chain map, and delivery chain risk map, which will, where possible, identify all partners (funding and non-funding e.g. legal/contributions in kind) involved in the delivery of a programme. The delivery chain

map, and delivery chain risk map, should be reviewed and updated regularly, in line with agreed programme monitoring processes and procedures. As a minimum, it should include details of:

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

END

**Appendix A: of Contract Section 3 (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.

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> <ol style="list-style-type: none"><li>The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the <b>Parties are independent Controllers</b> in accordance with Clause 33.3 in respect of <b>Personal Data</b> necessary for the administration and / or fulfilment of this contract.</li><li>For the avoidance of doubt the Supplier shall provide <b>anonymised data</b> sets for the purposes of reporting on this project and so FCDO shall not be a Processor in respect of anonymised data as it does not constitute Personal Data.</li></ol>

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.

**Annex B – Project Budget /REDACTED/**

**Annex C – Technical Proposal - /REDACTED/**