



CALLDOWN CONTRACT

Framework Agreement with: DAI Global UK Ltd

Framework Agreement for: Expert Advisory Call Down Service 2 (EACDS 2)

Lot 4 - Climate Change, Nature & Global Health

Framework Agreement ECM Number: ECM_4863- Lot 4]

Call-down Contract For: Nutrition Action for Systemic Change

Contract Purchase Order Number: project_10488

I refer to the following:

The above mentioned Framework Agreement dated 1 March 2023;

Your proposal of Nutrition Action for Systemic Change

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 14th December 2023 ("the Start Date") and the Services shall be completed by 13th December 2024 ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

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 [£1,000,000] ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B. **OR**

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 & INVOICING INSTRUCTIONS

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

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.

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- 4.1. The Project Officer is:
- 4.2. The Contract Officer is:

5. Key Personnel

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

Organisation	Named Staff	Designation
DAI Global UK Limited		

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

- 7. 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:
 - 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.

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 the Secretary of State for Foreign, Commonwealth	Name:
and Development Office	Position:
	Signature:
	Date:
Signed by an authorised signatory for and on behalf of the Supplier	Name:
[Supplier Name]	Position:
	Signature:
	Date:





Call Down Contract

Annex A

Terms of Reference

The FCDO's Human Development Department leads on the delivery of the UK Government's commitment to contribute to ending the preventable deaths of mothers, babies and children by 2030 (EPD) and its 2021 Nutrition for Growth (N4G) commitments.

The FCDO is scoping options for a new Nutrition and Food Systems Technical Assistance Facility to provide technical assistance (TA) to support the design and development of FCDO programming and policy, and to facilitate UK nutrition policy and programming objectives. TA will be provided primarily to FCDO's central and country teams, but also to LMIC governments (particularly EPD focus countries, food crisis-affected countries, and countries with a high burden of malnutrition) and other organisations (e.g. multilaterals, development finance institutions, civil society organisations, global platforms like the Scaling Up Nutrition (SUN) Movement or UN Food Systems Coalitions) in support of FCDO programme and policy objectives and where FCDO requires independent advice or inputs into new and innovative thinking and products and rapid provision of technical teams to deliver specific requirements where there is a time-sensitive need (for instance to respond to food crises in the horn of Africa).

The Facility will support FCDO objectives to reform food systems to promote healthy and sustainable diets, integrate nutrition into health systems, respond to food and nutrition crises and other relevant sectors and programmes, and establish close links to FCDO's wider EPD commitments. Technical assistance will be provided as short- or long-term expertise, and will target both policy and programmes across all stages, from design to implementation, monitoring, evaluation and learning. It will seek to make the most of existing investments by FCDO and external stakeholders by enabling them to include an additional focus on nutrition outcomes. This is in line with FCDO's approach and the UK's N4G commitment to integrate nutrition-specific and nutrition-sensitive objectives and interventions into multiple sectors, including health, women and girls, humanitarian, climate, and economic development partnerships and investments.

The Facility will augment existing FCDO technical capacity and will be required to build the capacity of FCDO and/or its partners as part of each assignment. This will enable FCDO to further expand and strengthen staff capabilities in nutrition and related systems change. TA to external partners will support UK policy and programme objectives by addressing critical gaps in nutrition expertise to support policymaking and evidence generation or by helping tailor investment decisions and leverage financing to benefit nutrition. It will enable FCDO to maximise opportunities to support strategic change that arise during the programme, for instance at key events such as the 2024 N4G Summit or 'windows of influence' during organisational governance cycles.

TA requests at country level would be channelled through FCDO's Nutrition Policy Team and EPD Centre of Expertise as well as an appropriate consultation and oversight mechanisms at post that will help ensure TA is of adequate quality and well aligned with country priorities and other interventions. TA requests would need to undergo a thorough selection process





overseen by the TA provider and FCDO's Nutrition Policy Team, possibly on a competitive basis where demand exceeds available resources.

The agreement will be for an initial period of one year, with no option to extend as per the EACDS T&Cs.

What is the rationale for UK Aid spending?

Addressing malnutrition is central to achieving UK global health priorities including the manifesto commitment to end the preventable deaths of women, babies and children. It is a major cause of disease and deaths in ODA-eligible countries. Undernutrition is responsible for 45% of mortality among children under five and 20% of maternal mortality. It is the main driver of excess deaths in famine. Children that suffer from undernutrition are more likely to get ill during their lifetime.

Tackling malnutrition is also important for delivering on UK objectives on women and girls, climate change, poverty reduction, economic prosperity, and stability. It impairs children's learning at school and their productivity and earnings as adults, reduces their resilience to shocks from pandemics and climate change, and is associated with high costs to governments and economies. Progress in reducing global rates of malnutrition has been too slow and numbers have increased over the past two years due to the impacts of COVID-19, climate change and the ongoing global food security crisis.

For the past decade, the UK has played a global leadership role on nutrition. In addition to improving the nutrition of over 50 million women and children between 2013 and 2020, the UK has helped raise global attention, forge consensus, and mobilise commitments from governments, multilaterals, private sector, and civil society organisations to take action on nutrition. It has also provided expertise to operationalise these ambitions. At the 2021 Nutrition for Growth (N4G) Summit, the UK, alongside 197 other stakeholders including 30 other donor governments, renewed its commitments to improving nutrition with a focus on leveraging the entire FCDO network by integrating nutrition objectives across FCDO's portfolio. The Facility will seek to build on previous achievements, harnessing FCDO's diplomatic capability and networks to influence action by and through others to complement and amplify ODA spend.

Nutrition requires a 'patient development' approach to strengthen country and global institutions, partnerships and systems for the long term. Whilst parts of the UK's portfolio of bilateral, multilateral and central programmes are designed to tackle these issues, there are often stubborn policy, legal, planning, coordination or implementation challenges that require focused time, a flexible approach and specialist technical support. The Facility will have the expertise to address these issues, working hand in hand with FCDO's existing portfolio, country governments and other partners' efforts.

Approach to TA

This short and long-term TA will prioritise the use of local expertise, but draw upon international expertise where required, and will build on learning from previous TA programming by the UK and other partners. Longer-term assignments will enable intractable issues to be tackled, while shorter inputs will address more targeted challenges or capitalise on immediate opportunities as they arise. Individual assignments may be delivered as one continuous exercise, or regular short inputs of expertise over an extended period, depending





on need. Assignments will be robustly designed, context-specific, and flexible enough to adapt to changing contexts and emerging opportunities. TA to fragile and conflict affected states will require the links between humanitarian and development efforts to be strengthened, including through a health systems approach where appropriate. An example draft Terms of Reference for an initial food systems assignment is provided at Annex A.

The chosen lead agency from the framework will also provide a 'leadership and stewardship' service which will include:

- Helping FCDO country and HQ staff design terms of reference for assignments.
- Selecting, contracting and managing consultants.
- Coordination with other FCDO TA providers to ensure complementarity and coherence
- · Regularly check in and review with the FCDO Nutrition Team

The provider will need the capacity to manage a large portfolio of TA assignments running concurrently on behalf of FCDO, including effective programme and financial management (e.g. results management, financial and narrative reporting, risk management, asset management, value for money assessments etc). It is therefore likely the TA facility will need to include a permanent core management team to coordinate TA assignments and provide programme management, but the provider is free to suggest alternative options for (appropriate and cost-effective) management structures as part of their response to these TORs.

The provider will be expected to deliver expertise across a wide range of nutrition-related disciplines and areas (e.g. health, humanitarian, food systems, climate, private sector, agriculture, data and results, governance) and should be able to fully meet this requirement either as a sole supplier, or as lead supplier of a consortium of expert suppliers.

The provisional aims of the facility include:

- Support FCDO teams to maximise the impact of ODA investments and policy initiatives on nutrition and food systems.
- Support Governments to mobilise and allocate resources to nutrition interventions and implement policies across multiple sectors to improve nutrition, including through the food system.
- Encourage the private sector (agri-food businesses, investors) to increase investments in sustainable, nutritious foods that are affordable and accessible to low-income groups (including women, girls and children) and to shift away from harmful practices.
- Influence the 'international system' (global governance mechanisms, donors, multilateral
 organisations) to give adequate attention and funding to nutrition alongside other (in
 particular climate and food security) priorities in an evidence-based, collaborative and
 coordinated manner and targeting the particular needs of vulnerable groups, including
 women, girls and children.
- Support civil society and consumers increase their demand for good nutrition from governments and business, in particular for low-income groups, women, girls and children, and alongside their demands on food security, climate and nature.

Illustrative examples of potential TA assignments include:





- o Analysis and review of FCDO programmes and spend on nutrition
- o Humanitarian nutrition expertise in response to urgent requests including food crises
- TA for integration of nutrition into FCDO programmes and policy
- o TA to partner countries to integrate nutrition into health or food systems
- o TA for international partners or initiatives to leverage finance for nutrition

The design of each TA assignment will be developed in consultation between the TA provider, the primary recipient (FCDO team, partner government or institution) and FCDO's Nutrition Policy Team. TA selection criteria will include alignment with clearly identified policy/influencing opportunities; willingness from the government or partner institution to engage on the issue and/or assignment; ability of FCDO central or country teams to supervise and shape the TA; availability of suitable expertise, preferably local, and/or opportunities to strengthen capability through the work. TA assignments will also need to incorporate considerations around cross-cutting issues such as climate, gender and inclusion and data protection as well as other areas.

Reporting

The Supplier will be required to report to FCDO on a quarterly basis, adhering to an agreed schedule and reporting format ref to Annex B - schedule of pricing. This will be supplemented by interim communications such as monthly meetings with the NASC project management team.

Example Reporting	Example Content
Quarterly Narrative Progress & Expenditure Reports	Progress report form should be aligned with the logframe, i.e. reporting against specific activities, outputs, key deliverables / indicators and expenditure in the previous quarter together with planned activities and budget forecast for the subsequent quarter. It should highlight: • Changes to the workplan with justifications and implications for timelines/budget. • Identified risks with monitoring/mitigation measures. • Clearly identified action points with timelines. • Progress against previously identified action points. • Coordination and governance issues. • Performance of key partners and any partnership issues including how these have/will be managed. • Provide an update on delivery chain mapping, programme risks at gross and net level with mitigation actions, assets register and VFM assessment including any examples. • Quarterly financial statement showing breakdown on committed and uncommitted balance against the value of the contract.





	 Analyse quarterly forecast provided against actual spent.
Annual Reports	 Which contribute to FCDO's Annual Review process, drawing on information from across the research portfolio and should highlight: Progress against the Outputs in the log-frame, including how valid were the Assumptions and Risks. Progress against research plans, research uptake and capacity building strategies. Lessons learned/identified, how these have been shared and recommendations for the year ahead. Actions taken against the recommendations in the last annual review. Summarise theory of change and progress towards outcomes. How the partnership has performed. How value for money has been demonstrated. Performance against original budget. How risks have been managed. Delivery against the planned timeframe. Feedback received from beneficiaries. Annual financial statement showing breakdown on committed and uncommitted balance against the value of the contract. Annual Audited Accounts. In addition, annual reports should also include a forward workplan for the next year as well as financial forecasts.
End of Contract Report	 Which contributes to FCDO's Project Completion Report, should respond to the following points: Performance against the Outcome. Performance against the Outputs in the logframe, including how valid were the Assumptions and Risks. Lessons learned and how these have been shared. Actions taken against the recommendations in the last annual review. How the partnership(s) has performed. How value for money has been demonstrated. Performance against original budget. How risks have been managed. Delivery against the planned timeframe.





	Feedback received from beneficiaries.
End of Project Report	 Project completion presentation / workshop summarising all from programme. Dissemination, lessons learned, successes. Completed in final year of delivery. Overall knowledge sharing. Legacy of project.

Annex A – Draft Terms of Reference for Food Systems Assignment - Supporting nutrition integration into FCDO's work on food and agriculture

Context

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Objectives

Technical assistance under this assignment is expected to help achieve the following objectives:

- FCDO's work and investments in food and agriculture are guided by <u>a coherent</u> framework that considers and helps decision makers balance economic, health / nutrition, and climate / nature outcomes.
- 2. An increasing number of <u>FCDO food and ag programmes integrate nutrition</u>, draw on FCDO's R&D investments, <u>monitor nutrition outcomes</u> and <u>share evidence</u>.
- 3. FCDO (Nutrition Policy Team) is more effective in its <u>engagement with external</u> <u>stakeholders</u> on its food systems and nutrition policy agenda, targeting key actors with clear, strategic asks, offering advice, and sharing lessons / evidence.
- 4. FCDO advisers have <u>increased capacity</u> on how to integrate nutrition into food systems and their work on food and agriculture.





Scope of work

- Investment framework: Support Nutrition Policy Team in working with other FCDO teams to develop a framework to guide investments in food and agriculture to deliver triple wins for people, economies and climate / nature
- Comprehensive baseline analysis: Assess FCDO's food and agriculture related policy and programme portfolio at centre and in key geographies (EPD countries, middle ground?), identify policies and programmes with different degrees of nutrition integration as well as opportunities for doing more, and set out how to pursue them
- Country needs analysis: Develop Theories of Change on food systems and nutrition for key countries, based on a review of nutrition needs, problems and drivers for target geographies and population groups and an analysis of food system entry points (and building on previous analyses where these are available).
- 4. <u>Technical assistance to FCDO advisers:</u> Provide technical advice on ongoing basis to FCDO policy and programme leads / advisers to support them in their efforts to integrate nutrition into their interventions during design, implementation, and MEL.
- 5. Monitoring, evaluation and learning: Provide advice to FCDO programme teams on how to monitor and evaluate nutrition outcomes and identify lessons. Support Nutrition Policy Team in overseeing / monitoring nutrition outcomes across the entire FCDO portfolio on food and ag. Identify, write up, and communicate internally and externally cross-cutting learnings from FCDO's efforts to integrate nutrition into food and agriculture investments.
- 6. <u>Uptake of R&D</u>: Identify relevant findings or workstreams from FCDO's RED teams (agriculture, health) of relevance for FCDO's policy and programme agenda on food systems and nutrition, turn them into relevant pieces of advice for policy and programme teams and help communicate them to relevant teams for uptake. Feed information back from policy and programme teams to RED on areas for further R&D.
- 7. <u>Strategic links to external partners</u>: Support Nutrition Policy Team in its engagement with external partners (e.g., DFIs, 'food systems' donor group) to promote FCDO's food systems and nutrition agenda, identify and facilitate linkages with FCDO's policy and programmes. Help identify key entities for support through this TA facility. Establish links to other NASC Programme partners (ATNI, GNR) as relevant to achieve programme outcomes.





- Links to other TA facilities: Ensure coherence with other TA facilities in FCDO, in particular as part of the EPD Centre of Expertise but also others. Establish links, where relevant, with TA facilities of other donors, to share lessons, align efforts and avoid duplication.
- Capacity building: Develop capacity building agenda and tools on food systems and nutrition policy and programming for FCDO advisers across different cadres, test and implement them.

Example Deliverables

- 1. Investment framework: substantive inputs including background analysis
- 2. Mapping of policy and programmes
- 3. Country analysis including ToC
- 4. Ongoing 'help desk' function, delivering slide decks, notes, emails, meetings, calls
- 5. MEL 'map' or database, different internal and external comms products on lessons learned, e.g., seminars, reports, slides.
- 6. Different written products as needed on R&D advice, linked to deliverable 4
- 7. Conversations with key external partners and written products as needed
- 8. Map of other TA facilities, agreement of means of collaboration
- 9. Capacity building plan and toolkit

Timeframe

By end 2024

Oversight and reporting arrangements

This assignment will be overseen by the Nutrition Policy Team's Private Sector Development Adviser and SRO for the NASC Programme. The consultants will however be expected to interact with, discuss and receive feedback from a wider range of FCDO advisers.

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 App A and the standard clause 33 in section 2 of the Framework Agreement.

Appendix A of Call-down Contract (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.

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Description	Details
Identity of the Controller and Processor for each Category of Data Subject	The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this Call-down Contract: 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 the following Personal Data: • Personal Data necessary for the administration and/or fulfilment of this contract.
Subject matter of the processing	Can be reviewed if and when the need arises
Duration of the processing	Can be reviewed if and when the need arises
Nature and purposes of the processing	Can be reviewed if and when the need arises
Type of Personal Data [and Special Categories of Personal Data]	Can be reviewed if and when the need arises





Plan for return and destruction of the data once processing complete

(UNLESS requirement under EU or European member state law to preserve that type of data)

Call Down Contract

Annex B

Schedule of Prices

- It is a requirement that all invoices are presented in the format of the payment basis, and in the case of Fees and Expenses only those categories defined are separately identified. Only one invoice per period, as defined in the Framework Agreement Terms and Conditions of Section 2, Clause 22, should be submitted.
- 2. Fees and Expenses

The amount of fees and expenses are shown separately and reflects the financial ceilings within each category. Only expenditure actually incurred will be reimbursed, and receipts for expenditure incurred may be required before any payment is made under this contract.

- 3. FCDO shall make indicative payments to the Contractor, comprising a base fee reimbursement based on days worked (as per proforma submitted below), and milestone payments. Payment of fees for the Core Team shall be as follows: 40% shall be reimbursed quarterly in arrears, provided these costs are in line with the overall budget agreed with FCDO. Sixty percent (60%) of these payments shall be retained by FCDO and disbursed quarterly in arrears with payments being due after submission of the Quarterly Report and based upon assessed and agreed performance for that period as measured against the KPI's, Scoring Methodology and Payment Mechanism (as subsequently amended and agreed post-contract award). The Parties agree to review and adjust payment schedules as necessary based on project progress and mutual agreement.
- 4. The parties acknowledge the dynamic nature of project resource utilisation and agree that adjustments to the allocation between 'core team fees' and 'assignment fees' may be necessary during the contract term. Such adjustments will be made in good faith, particularly in instances where consultant fees are being expended at a rate disproportionate to the corresponding assignment fees.
- FCDO requests a comprehensive breakdown of the 'assignment level expenses,'
 presently quantified at £120,000. This breakdown should give a more detailed
 understanding of the spend. The requested breakdown is expected to be provided in
 due course.





6. Milestone Payments

Payment will be made on satisfactory performance of the services, at the payment points defined below (schedule of payments):

- (i) a lump sum on completion of the services; or
- (ii) at relevant points throughout the contract period.

At each payment point set criteria will be defined as part of the schedule of payments. Payment will be made if the criteria are met to the satisfaction of FCDO.

Schedule of Payments:

Criteria for payment Indicative Amount of payment.

£250,000

KPI Q1: December 2023 to March 2024; £250,000 KPI Q2: April to June 2024; £250,000

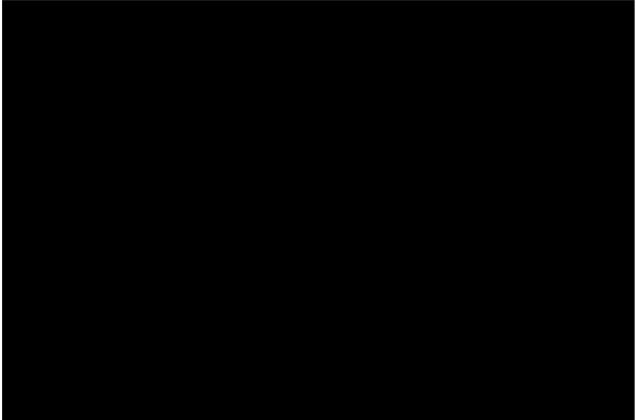
KPI Q3: July to September 2024;

KPI Q4: October to December 2024; £250,000

[Insert Annex B Call down Proforma behind this summary]



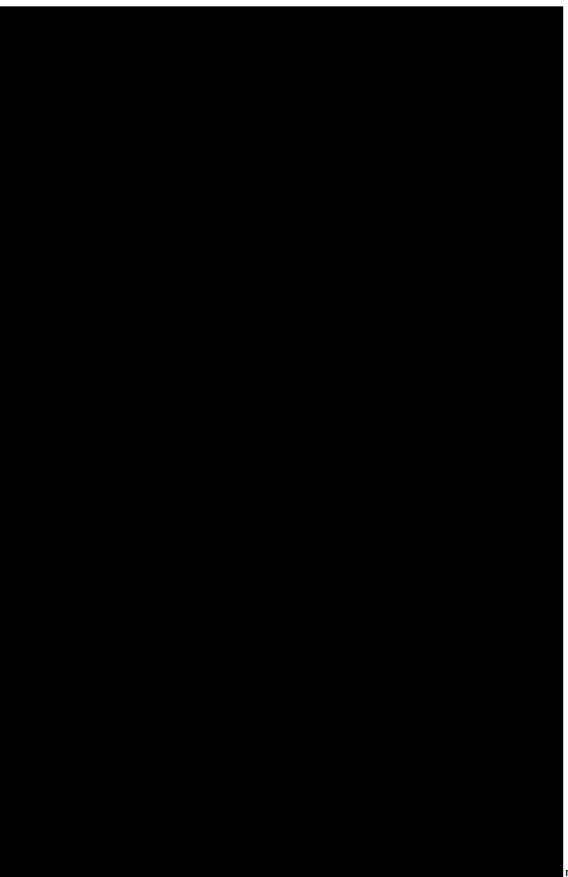




(September 2020)











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