



Foreign, Commonwealth & Development Office

BELOW THRESHOLD CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR: United Kingdom (UK) National Baseline Assessment (NBA) of the Implementation of the UN Guiding Principles on Business and Human Rights

CONTRACT ECM NUMBER : ECM_7121

THIS CONTRACT is made

BETWEEN: The Secretary of State for Foreign, Commonwealth and Development Affairs at the Foreign, Commonwealth and Development Office, King Charles St, London SW1A 2AH ("FCDO");

AND: University of Nottingham, ("**Supplier**") [whose principal place of business, or, where the Supplier is a company, whose registered office is situate at University Park, Nottingham, NG7 2RD

(together "the Parties").

WHEREAS:

- A.** FCDO requires the Supplier to provide the services as defined in Section 3 (the "Services") to FCDO (the "Recipient"); and
- B.** the Supplier has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract shall be comprised of the following documents:

Section 1	Form of Contract
Section 2	General Conditions
Section 3	Terms of Reference
Section 4	Special Conditions (additional Clause)
Section 5	Schedule of Prices

This Contract constitutes the entire agreement between the Parties in respect of the Suppliers obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 4) duly completed (including the applicable Purchase Order Number at the top of Section 1), and signed and dated on behalf of the Supplier within **5 working days** of the date of signature on behalf of FCDO, FCDO will be entitled, at its sole discretion, to declare this Contract void.

No payment will be made to the Supplier under this Contract until a copy of the Form of



Foreign, Commonwealth & Development Office

Contract, signed on behalf of the Supplier, is returned to the Contract Officer.

3. Commencement and Duration of the Services

The Supplier shall start the Services on 20th January 2025 (the "Start Date") and shall complete them by 9th December 2025 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed £139,000 inclusive of any government tax, if applicable (the "Financial Limit").

5. Programme Name

The Programme Name to which this Contract relates is United Kingdom (UK) National Baseline Assessment (NBA) of the Implementation of the UN Guiding Principles on Business and Human Rights.

6. Time of the Essence

Time shall be of the essence as regards the performance by the Supplier of its obligations under this Contract.

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

Name:

Position:

Signature:

Date:

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

Name:

Position:

Signature:

Date:

Foreign Commonwealth and Development Office (FCDO)

Standard Terms and Conditions – Below Threshold Service Contracts

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Preliminaries

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Contract, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) or the meaning set out in the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in Schedule 1 (Definitions) or the relevant Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 The interpretation and construction of the Contract shall be subject to the following provisions:
- 1.3.1 clause headings shall not affect the interpretation or construction of the Contract;
 - 1.3.2 a reference to Law includes a reference to that Law as amended, consolidated or re-enacted from time to time;
 - 1.3.3 references to a **“person”** includes a natural person and a corporate or unincorporated body;
 - 1.3.4 words in the singular shall include the plural and vice versa;
 - 1.3.5 references to **“representations”** shall be construed as references to present facts, to **“warranties”** as references to present and future facts and to **“undertakings”** as references to obligations under this Contract;
 - 1.3.6 words **“including”, “other”, “in particular”, “for example”** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **“without limitation”**;
 - 1.3.7 a reference to one gender shall include a reference to the other genders; and
 - 1.3.8 where the context allows, references to Clauses are to clauses in this Contract and references to Sections are the sections of this Contract.
- 1.4 Except as expressly provided elsewhere in this Contract, and subject to Clause 1.5, in the event of and only to the extent of any conflict between each Section of this Contract, the conflict shall be resolved in accordance with the following order of precedence:
- 1.4.1 Section 1 (Form of Contract);
 - 1.4.2 Section 4 (Special Conditions);
 - 1.4.3 Section 3 (Terms of Reference);
 - 1.4.4 Section 2 (Standard Terms and Conditions for Below Threshold Services; and
 - 1.4.5 Section 5 (Schedule of Prices).
- 1.5 In entering into this Contract FCDO is acting as part of the Crown.

2. REPRESENTATIONS AND WARRANTIES

- 2.1 The Supplier represents and warrants that:
- 2.1.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
 - 2.1.2 it has full capacity and authority to enter into and to perform this Contract;
 - 2.1.3 this Contract is executed by its duly authorised representative;
 - 2.1.4 it has all necessary consents and regulatory approvals, including in the country of performance, to enter into this Contract;

- 2.1.5 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Contract;
- 2.1.6 its execution, delivery and performance of its obligations under this Contract will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;
- 2.1.7 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);
- 2.1.8 all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation its response to the standard selection questionnaire and invitation to tender (if applicable), its Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Supplier has otherwise disclosed to FCDO in writing prior to the date of this Contract;
- 2.1.9 it has notified FCDO in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- 2.1.10 it has all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to FCDO which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by FCDO;
- 2.1.11 the Charges set out in Section 5 (Schedule of Prices) is/will be a true and accurate reflection of the costs and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Charges;
- 2.1.12 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;
- 2.1.13 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue
- 2.2 The representations and warranties set out in Clause 2.1 shall be deemed to be repeated by the Supplier on the Commencement Date (if later than the date of signature of this Contract) by reference to the facts then existing.
- 2.3 The representations and warranties set out in this Clause 2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Contract.
- 2.4 If at any time the Supplier becomes aware that a representation or warranty given by it under Clause 2.1 has been breached, is untrue or is misleading, it shall immediately notify FCDO of the relevant occurrence in sufficient detail to enable FCDO to make an accurate assessment of the situation.
- 2.5 the Supplier System and assets used in the performance of the Services will be:
 - 2.5.1 free of all encumbrances, any exceptions must be agreed in writing with FCDO; and
 - 2.5.2 Euro Compliant.
- 2.6 The Supplier shall at all times comply with Law in carrying out its obligations under this Contract.
- 2.7 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination which FCDO may have in respect of breach of that provision by the Supplier.
- 2.8 Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

3. FINANCIAL LIMIT

- 3.1 The components which comprise the Financial Limit are set out in Section 5 (Schedule of Prices). No expenditure may be incurred in excess of the Financial Limit and no virements between components shown in the Section 5 (Schedule of Prices) are permitted without the prior written authority of the FCDO Contract Officer.

Term of Contract

4. CONTRACT TERM

- 4.1 The duration of this Contract shall be the Term.

Provision of Services

5. OBLIGATIONS OF THE SUPPLIER

- 5.1 The Supplier shall perform all its obligations under this Contract with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts and in accordance with FCDO's Supply Partner Code of Conduct (Appendix B).
- 5.2 If the Supplier is a joint venture or an unincorporated consortium then each of the joint venture or consortium partners shall bear joint and several liability where liability may arise.
- 5.3 In performing its obligations under this Contract, neither the Supplier, nor any of its Affiliates, shall embarrass FCDO or otherwise bring FCDO into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in FCDO, regardless of whether or not such act or omission is related to the Supplier's obligations under this Contract.
- 5.4 The Supplier shall gather, collate, and provide such information and cooperation as FCDO may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Contract.
- 5.5 The Supplier shall ensure that the Services:
- 5.5.1 comply in all respects with the description of Services in Section 3 (Terms of Reference) or elsewhere in this Contract; and
 - 5.5.2 are supplied in accordance with the provisions of this Contract and the Tender.
- 5.6 The Supplier shall perform its obligations under this Contract in accordance with:
- 5.6.1 all applicable Law;
 - 5.6.2 Good Industry Practice;
 - 5.6.3 any policies provided by FCDO; and
 - 5.6.4 the Supplier's own established procedures and practices to the extent they do not conflict with the requirements of Clauses 5.6.1 to 5.6.3.
- 5.7 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that its Supplier Personnel also do, or refrain from doing, such act or thing.

Supplier Personnel and Supply Chain Matters

6. SUPPLIER PERSONNEL

- 6.1 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Clause 14 (Exit Management)) unless:

- 6.1.1 requested to do so by FCDO;
- 6.1.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
- 6.1.3 the person's employment or contractual arrangement with the Supplier or a Sub-Contractor is terminated by the employer for material breach of contract; or
- 6.1.4 the Supplier obtains Approval (such Approval not to be unreasonably withheld or delayed).

6.2 The Supplier shall:

- 6.2.1 provide a list of the names of all Supplier Personnel requiring admission to FCDO Sites, specifying the capacity in which they require admission and giving such other particulars as FCDO may reasonably require;
- 6.2.2 ensure that all Supplier Personnel:
 - (a) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
 - (b) are vetted in accordance with Good Industry Practice and in compliance with the Staff Vetting Procedure (www.gov.uk/government/collections/government-security);
 - (c) shall be subject to pre-employment checks that include, as a minimum, employment history for the last three years, identity checks, unspent criminal convictions and right to work (including nationality and immigration status);
 - (d) obey all lawful instructions and reasonable directions of FCDO (including, if so required by FCDO, the ICT Policy) and provide the Services to the reasonable satisfaction of FCDO; and
 - (e) comply with:
 - (i) all reasonable requirements of FCDO concerning conduct at FCDO Sites, including any security requirements; and
 - (ii) any FCDO policies, provided to the Supplier or Supplier Personnel from time to time
- 6.2.3 be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Contract shall be a Default by the Supplier;
- 6.2.4 use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
- 6.2.5 subject to Clause 6.1, replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
- 6.2.6 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
- 6.2.7 procure that the Supplier Personnel shall vacate FCDO Sites immediately upon the Expiry Date.

6.3 If FCDO reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Contract, it may:

- 6.3.1 refuse admission to the relevant person(s) to FCDO Sites and/or
- 6.3.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).
- 6.3.3 require the Supplier to replace the relevant person(s) without direct or indirect charge to FCDO and the Supplier shall fully indemnify and hold FCDO harmless against any claims of any kind that may arise with regard to the replacement of such Supplier Personnel.

7. SUB-CONTRACTORS AND EXCLUSIVITY

- 7.1 FCDO has consented to the appointment of the Sub-Contractors set out in Section 4 (Special Conditions).
- 7.2 The Supplier shall exercise due skill and care in the selection of any Sub-Contractors to ensure that the Supplier is able to:
- 7.2.1 manage any Sub-Contracts in accordance with Good Industry Practice;
 - 7.2.2 comply with its obligations under this Contract in the provision of the Services; and
 - 7.2.3 assign, novate or otherwise transfer to FCDO or any Replacement Supplier any of its rights and/or obligations under each Sub-Contract that relates exclusively to this Contract.
- 7.3 Prior to sub-contacting any of its obligations under this Contract, the Supplier shall both act in accordance with Clause 8 below and notify FCDO and provide FCDO with:
- 7.3.1 the proposed Sub-Contractor's name, registered office and company registration number;
 - 7.3.2 the scope of any Services to be provided by the proposed Sub-Contractor; and
 - 7.3.3 where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of FCDO that the proposed Sub-Contract has been agreed on "arm's-length" terms.
- 7.4 If requested by FCDO within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 7.3, the Supplier shall also provide:
- 7.4.1 a copy of the proposed Sub-Contract; and
 - 7.4.2 any further information reasonably requested by FCDO.
- 7.5 FCDO may, within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 7.3 (or, if later, receipt of any further information requested pursuant to Clause 7.4), object to the appointment of the relevant Sub-Contractor if they consider that:
- 7.5.1 the appointment of a proposed Sub-Contractor may prejudice the provision of the Services or may be contrary to the interests of FCDO under this Contract;
 - 7.5.2 the proposed Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 7.5.3 the proposed Sub-Contractor employs unfit persons, in which case,
- the Supplier shall not proceed with the proposed appointment.
- 7.6 If FCDO has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of ten (10) Working Days of receipt of:
- 7.6.1 the Supplier's notice issued pursuant to Clause 7.3; or
 - 7.6.2 any further information requested by FCDO pursuant to Clause 7.4, the
- Supplier may proceed with the proposed appointment.
- 7.7 The Supplier shall ensure that all Sub-Contracts contain provisions:
- 7.7.1 requiring the Sub-Contractor to comply with the FCDO's Supply Partner Code of Conduct (Appendix B) at all times;
 - 7.7.2 requiring the Supplier to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice;

- 7.7.3 requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
- 7.7.4 conferring a right to FCDO to publish the Supplier's compliance with its obligation to pay undisputed invoices to the Sub-Contractor within the specified payment period;
- 7.7.5 giving the Supplier a right to terminate the Sub-Contract if the Sub-Contractor fails to comply in the performance of the Sub-Contract with legal obligations in the fields of environmental, social or labour law; and
- 7.7.6 requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by this Clause 7.7.

7.8 The Supplier shall:

- 7.8.1 pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice;
- 7.8.2 not include in any Sub-Contract any provision the effect of which would be to limit or restrict the ability of the Sub-Contractor to contract directly with FCDO, a Replacement Supplier, or with any other organisation and Sub-Contractors shall be free to assert their rights independently regarding contractual exclusivity.
- 7.8.3 where Sub-Contracting has been Approved by FCDO, promptly provide FCDO with written confirmation from each Sub-Contractor identified within Section 4 of the Contract that they accept provisions set out at Clauses 46.1 to 46.7 (Safeguarding), which shall be included in all Supplier Sub-Contracts.

8. DUTY OF CARE

- 8.1 The Supplier owes a duty of care to the Supplier Personnel and is responsible for the health, safety, security of life and property and general wellbeing of such persons and their property and this includes where the Supplier Personnel carry out the Services.
- 8.2 The Supplier warrants that it has and will throughout the duration of the Contract:
 - 8.2.1 carry out the appropriate risk assessment with regard to its delivery of the Services;
 - 8.2.2 provide the Supplier Personnel with adequate information, instruction, training and supervision;
 - 8.2.3 have appropriate emergency procedures in place to enable their provision of the Services so as to prevent damage to the Supplier Personnel's health, safety, security of life and property and general wellbeing.
- 8.3 The provision of information of any kind whatsoever by FCDO to the Supplier shall not in any respect relieve the Supplier from responsibility for its obligations under this Clause 8. The positive evaluation of the Supplier's proposal for the provision of the Services and the award of this Contract is not an endorsement by FCDO of any arrangements which the Supplier has made for the health, safety, security of life and property and wellbeing of the Supplier Personnel in relation to the provision of the Services.
- 8.4 The Supplier acknowledges that the FCDO accepts no responsibility for the health, safety, security of life and property and general wellbeing of the Supplier Personnel with regard to the Supplier Personnel carrying out the Services under this Contract.
- 8.5 The Supplier will ensure that such insurance arrangements as are made to cover the Supplier Personnel, or any person employed or otherwise engaged by the Supplier, and pursuant to the Suppliers duty of care as referred to in this Clause 8, are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- 8.6 The costs of any insurance specifically taken out by the Supplier to support the performance of this Contract in relation to the Supplier's 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.
- 8.7 Where FCDO is providing any specific security arrangements for the Supplier or Supplier Personnel in relation to the Contract, these will be as detailed in the Section 3 (Terms of Reference).
- 8.8 The Supplier shall provide training on a continuing basis for all Supplier Personnel, in compliance with the Security Policy and the security plan.

9. PROCUREMENT OF EQUIPMENT

9.1 The Supplier shall ensure that procurement of goods and equipment shall:

- 9.1.1 be undertaken in accordance with best practice principles of openness fairness and transparency;
- 9.1.2 achieve "Value for Money" defined as the optimum combination of whole-life cost and quality to meet requirements in a fully transparent manner and the procurement may be subject to audit by FCDO;
- 9.1.3 be carried out using strict due diligence processes that ensure the protection of FCDO's interests and reputation, with particular emphasis on anti-terrorism, anti-corruption and fraud throughout the delivery chain; and
- 9.1.4 be on the basis that the ownership of Equipment shall vest in FCDO, and shall be so marked.

10. USE OF AND RESPONSIBILITY FOR EQUIPMENT

- 10.1 Equipment may only be used in providing the Services and shall be safely kept and maintained. Personal use of Equipment by the Supplier is not permitted without Approval.
- 10.2 The Supplier shall keep an up to date inventory of the Equipment, its condition and location, and make such inventory available to FCDO immediately on request.
- 10.3 Subject to Clause 10.4 the Supplier shall be responsible for all loss or damage to Equipment other than that caused by fair wear and tear. The Supplier shall notify FCDO immediately the Supplier becomes aware of any loss of or damage to Equipment
- 10.4 Except as required by law or circumstance, the Supplier shall not insure Equipment. FCDO shall bear the risk in respect of loss or damage provided such loss or damage was not due to the Supplier's negligence and provided the Supplier obtains and pays to FCDO such proper compensation as may be due from any third party in respect of such loss or damage to the Equipment.
- 10.5 The Supplier shall obtain FCDO's instructions on the disposal of Equipment and comply with such instructions.

Contract Governance**11. MONITORING OF CONTRACT PERFORMANCE**

- 11.1 Unless Section 4 (Special Conditions) specifies otherwise, the obligations relating to the monitoring of Contract performance shall be those set out in Section 3 (Terms of Reference).

12. PROGRESS & FINANCIAL REPORTS

- 12.1 Where progress and financial reports are to be submitted under the Contract, the Supplier shall render those reports at such time and in such form as may be specified by FCDO or where not specified by FCDP, as otherwise agreed between the Parties.

13. OPEN BOOK ACCOUNTING AND AUDIT

- 13.1 The Supplier shall keep and maintain for seven (7) years after the expiry of the Term (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Contract including the Services provided under it, any Sub-Contracts and the amounts paid by FCDO.
- 13.2 If so stated in Section 3 (Terms of Reference), FCDO shall be entitled to apply the principles of open book contract management set out in Procurement Policy Note 05/16 (<https://www.gov.uk/government/publications/procurement-policy-note-0516-open-bookcontact-management>), or any other replacement guidance or policy issued from time to time to this Contract. FCDO shall apply the appropriate tier level which, in FCDO's reasonable opinion, is commensurate with the delivery model of the Services and the Supplier shall comply with the principles etc. (as more particular described in the OBCM guidance).
- 13.3 The Supplier shall:
- 13.3.1 keep the records and accounts referred to in Clause 13.1 in accordance with Good Industry Practice and Law; and
- 13.3.2 afford FCDO and/or its Auditors access to the records and accounts referred to in Clause 13.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Term and the period specified in Clause 13.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Contract including in order to:
- (a) verify the accuracy of the Charges and any other amounts payable by FCDO under this Contract (and proposed or actual variations to them in accordance with this Contract);
 - (b) verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;
 - (c) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;

- (d) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances FCDO shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Sub-Contractors or their ability to perform the Services;
- (f) obtain such information as is necessary to fulfil FCDO's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
- (h) carry out FCDO's internal and statutory audits and to prepare, examine and/or certify FCDO's annual and interim reports and accounts;
- (i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which FCDO has used its resources;
- (j) review any records relating to the Supplier's performance of the provision of the Services and to verify that these reflect the Supplier's own internal reports and records;
- (k) verify the accuracy and completeness of any information delivered or required by this Contract;
- (l) review the Supplier's quality management systems (including any quality manuals and procedures);
- (m) review the Supplier's compliance with any standards referred to in this Contract or applicable to the provision of the Services;
- (n) inspect any of FCDO's assets, including FCDO's IPRs, equipment and facilities, for the purposes of ensuring that any of FCDO's assets are secure and that any register of assets is up to date; and/or
- (o) review the integrity, confidentiality and security of FCDO Data.

13.4 FCDO shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of FCDO.

13.5 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:

13.5.1 all reasonable information requested by FCDO within the scope of the audit;

13.5.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Services; and

13.5.3 access to the Supplier Personnel.

13.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 13, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse FCDO for the FCDO's reasonable costs incurred in relation to the audit.

14. EXIT MANAGEMENT

14.1 On reasonable notice at any point during the Term, the Supplier shall provide to FCDO and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by FCDO of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:

- 14.1.1 details of the Service(s);
 - 14.1.2 a copy of the Register, updated by the Supplier up to the date of delivery of such Registers;
 - 14.1.3 an inventory of FCDO Data in the Supplier's possession or control;
 - 14.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
 - 14.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Services; 14.1.6
- such other material and information as FCDO shall reasonably require,
- (together, the “**Exit Information**”).

- 14.2 The Supplier acknowledges that FCDO may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom FCDO is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that FCDO may not disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).

Payment and Taxation

15. CHARGES

- 15.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services, FCDO shall pay the undisputed Charges in accordance with the pricing and payment profile set out in Section 5 (Schedule of Prices) and the invoicing procedure set out in Clause 19 (Payments and Invoicing Instructions).
- 15.2 If FCDO fails to pay any undisputed Charges properly invoiced under this Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

16. VAT

- 16.1 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by FCDO following delivery of a Valid Invoice.
- 16.2 The Supplier shall indemnify FCDO on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on FCDO at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due shall be paid in cleared funds by the Supplier to FCDO not less than five (5) Working Days before the date upon which the tax or other liability is payable by FCDO.

17. RETENTION AND SET OFF

- 17.1 FCDO may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and FCDO.
- 17.2 If FCDO wishes to exercise its right pursuant to Clause 17.1 it shall give at least 21 days' notice of its intention to do so, setting out the reasons for retaining or setting off the relevant Charges.
- 17.3 The Supplier shall make any payments due to FCDO without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by FCDO to the Supplier

18. SATISFACTORY PERFORMANCE

- 18.1 Payments made pursuant to Clause 15.1 are subject to the satisfactory performance by the Supplier of its obligations under the Contract as determined by the FCDO Project Officer in addition to verification by the FCDO Project Officer that all prior payments made to the Supplier under this Contract were properly due.
- 18.2 If for any reason the Services are not provided in accordance with this Contract, or FCDO is dissatisfied with the performance of this Contract, FCDO, without prejudice to any other rights or remedies howsoever arising, shall be entitled to withhold payment of the applicable Charges for the Services that were not so provided until such time as the applicable Services are provided in accordance with this Contract.
- 18.3 Should FCDO determine after paying for a particular part of the Services that this has not been provided in accordance with this Contract, FCDO may recover, or withhold from further payments, an amount not exceeding the applicable Charges paid for that part of the Service until the unsatisfactory part of the Services is remedied to FCDO's satisfaction.

19. PAYMENTS & INVOICING INSTRUCTIONS

- 19.1 Subject to FCDO being satisfied that the Supplier is or has been carrying out their duties, obligations and responsibilities under this Contract, the applicable Charges shall be paid within 30 days of receipt of an undisputed Valid Invoice and payment shall be made in sterling in the UK or any other currency in any other country as determined from FCDO from time to time.
- 19.2 Expenses (if any) arising in foreign currency shall be reimbursed at the exchange rate stated in OANDA (www.oanda.com) on the Friday immediately preceding the date on which the purchase was made or services acquired by the Supplier or, if this took place on a Friday, at the rate so stated on that day.
- 19.3 Unless otherwise expressly provided in Section 4 (Special Conditions) or Section 5 (Schedule of Prices), invoices should be submitted electronically monthly in arrears to the Accounts Payable Section, FCDO Financial Management Group e-invoicing@fcdo.gov.uk, and in accordance with this Clause 19.
- 19.4 FCDO shall unless otherwise expressly provided in Section 4 (Special Conditions) make payments due by direct credit through the UK Bank Clearing Systems (BACS). For an invoice to be valid, it must contain:
- 19.4.1 details of the bank account to which payments are to be made (i.e. name and address of bank, sort code, account name and number).
 - 19.4.2 the date of the invoice;
 - 19.4.3 a unique invoice number;
 - 19.4.4 the period(s) to which the relevant charge(s) relate;
 - 19.4.5 the correct reference for this Agreement and the purchase order to which it relates;
 - 19.4.6 a contact name and telephone number of a responsible person in the supplier's finance department;
 - 19.4.7 a detailed breakdown of the Services and the appropriate Charges and supported by any other documentation required by FCDO to substantiate the invoice.
- 19.5 All Valid Invoices should correspond with the budget lines identified in Section 5 (Schedule of Prices) of this Contract.
- 19.6 FCDO may request proof of purchase in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.
- 19.7 Where an invoice is not a Valid Invoice it may be rejected by FCDO and in any event shall be liable to query and delay in payment. FCDO reserves the right to not pay any amount due in respect of any invoice received by FCDO more than 90 days after the day of the Supplier becoming entitled to invoice for the payment to which it relates.

20. UNITED KINGDOM INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS

- 20.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall:

- 20.1.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration;
- 20.1.2 indemnify FCDO against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

21. TAX COMPLIANCE

21.1 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall: 21.1.1

notify FCDO in writing of such fact within 5 Working Days of its occurrence;

21.1.2 promptly provide to FCDO:

- (a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax Non-Compliance as FCDO may reasonably require.

Intellectual Property, Security and Information

22. INTELLECTUAL PROPERTY RIGHTS

22.1 Save as expressly granted elsewhere under this Contract:

22.1.1 FCDO shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:

- (a) the Supplier Background IPR; and
- (b) the Third Party IPR.

22.1.2 the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of FCDO or its licensors, including the:

- (a) FCDO Background IPR;
- (b) FCDO Data;
- (c) Project Specific IPRs; and
- (d) Programme Name and any rights and interests in it at all times.

22.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 22.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

22.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

22.4 Any Project Specific IPRs created under this Contract shall be owned by FCDO. FCDO grants the Supplier a licence to use any FCDO Background IPR and Project Specific IPRs for the purpose of fulfilling its obligations under this Contract during its Term.

22.5 Subject to Clause 22.7, to the extent that it is necessary to enable FCDO to obtain the full benefits of ownership of the Project Specific IPRs, the Supplier hereby grants to FCDO and shall procure that any relevant third party licensor shall grant to FCDO a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially

exploit any Supplier Background IPRs or Third Party IPRs that are embedded in or which are an integral part of the Project Specific IPR Items.

- 22.6 The Supplier shall promptly notify FCDO if it is reasonably believes that it will be unable to grant or procure the grant of the licences set out in Clause 22.5 above and the Supplier shall provide full details of the adverse effect this may have on FCDO's use of the Project Specific IPRs.
- 22.7 Where the Supplier is unable to comply with Clause 22.5, the Supplier shall refrain from embedding or integrating any Supplier Background IPRs and/or Third Party IPRs with the Project Specific IPRs in such a way that could affect FCDO obtaining full benefit of the ownership of those Project Specific IPRs, except where FCDO has provided express written Approval to do so.
- 22.8 The Supplier shall, during and after the Term, on written demand, indemnify FCDO against all Losses incurred by, awarded against, or agreed to be paid by FCDO (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.
- 22.9 If an IPR Claim is made or anticipated, the Supplier must at its own expense and FCDO's sole option, either:
- 22.9.1 procure for FCDO the rights in Clause 22.5 without infringing the IPR of any third party; or
- 22.9.2 replace or modify the relevant item with non-infringing substitutes with no detriment to functionality of performance of the Services.

23. SECURITY REQUIREMENTS

- 23.1 The Supplier shall comply, and shall procure that the Supplier Personnel comply, with the Security Policy and any security plan requested by FCDO, and the Supplier shall ensure that the security plan produced by the Supplier fully complies with the Security Policy.
- 23.2 The Supplier shall ensure that it keeps up to date with the latest version of the Security Policy.
- 23.3 If the Supplier believes that a change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a variation in accordance with Clause 35 (Variations). In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in discussion with the FCDO Contract Officer.
- 23.4 Until and/or unless a change to the Charges is agreed by FCDO pursuant to Clause 23.3 the Supplier shall continue to perform the Services in accordance with its obligations and for the Charges applicable prior to any change request.

24. MALICIOUS SOFTWARE

- 24.1 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.
- 24.2 Notwithstanding Clause 24.1 if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of FCDO Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 24.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 24.2 shall be borne by the Parties as follows:
- 24.3.1 by the Supplier where the Malicious Software originates from the Supplier Software, the Third Party Software or the FCDO Data (whilst the FCDO Data was under the control of the Supplier); and
- 24.3.2 by FCDO if the Malicious Software originates from the FCDO Software or the FCDO Data (whilst FCDO Data was under the control of FCDO).

25. TRANSPARENCY

- 25.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of Clause 27 (Freedom of Information), the content of this Contract is not confidential information. FCDO shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 25.2 Notwithstanding any other term of this Contract, the Supplier hereby gives their consent for FCDO to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 25.3 FCDO may consult with the supplier to inform its decision regarding any exemptions with regard to FOIA but FCDO shall have the final decision in its absolute discretion.
- 25.4 The Supplier shall assist and cooperate with FCDO to enable FCDO to publish this Contract.
- 25.5 The Supplier acknowledges that FCDO endorses/supports the requirements of the IATI standard and shall assist and cooperate with FCDO, to enable the Supplier to understand the different elements of IATI implementation and to comply with the different data, policy and technical considerations that need to be taken into account.
- 25.6 The Supplier shall:
- 25.6.1 publish information data to the IATI standard, that relates to a specific activity in a single, common, electronic format for the transparent, accurate, timely and comprehensive publishing of data, on all activities in the delivery chain, in the delivery of development cooperation and humanitarian aid; and
 - 25.6.2 provide all necessary assistance as reasonably requested by FCDO to enable FCDO to respond to the IATI requirements.
- 25.7 The Supplier shall maintain an up-to-date and accurate record of named downstream delivery partners in receipt of FCDO funds and/or FCDO funded inventory or assets. This record should demonstrate how funds flow from initial source to end beneficiaries.
- This record should be made available to FCDO upon written request and within the time set out in the request. This record should be updated by the Supplier;
- 25.7.1 as required in the terms of reference;
 - 25.7.2 annually;
 - 25.7.3 when there are material changes in the delivery chain; and
 - 25.7.4 as part of the project completion process.

26. CONFIDENTIALITY

- 26.1 Except to the extent set out in this Clause 26 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
- 26.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly;
 - 26.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 26.2 Clause 26.1 shall not apply to the extent that:
- 26.2.1 such disclosure is a requirement of Law applicable to the Party making the disclosure, including any requirements for disclosure under the FOIA, the Environmental Information Regulations and associated codes of practice pursuant to Clause 27 (Freedom of Information);
 - 26.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 26.2.3 such information was obtained from a third party without obligation of confidentiality;

26.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

26.2.5 it is independently developed without access to the other Party's Confidential Information.

26.3 The Supplier may only disclose FCDO's Confidential Information to the Supplier Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Supplier Personnel are aware of and shall comply with these obligations as to confidentiality.

26.4 The Supplier shall not, and shall procure that the Supplier Personnel do not, use any of FCDO's Confidential Information received otherwise than for the purposes of this Contract.

26.5 At the written request of FCDO, the Supplier shall procure that those members of the Supplier Personnel referred to in Clause 26.3, respectively sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.

26.6 Nothing in this Contract shall prevent FCDO from disclosing the Supplier's Confidential Information:

26.6.1 on a confidential basis to any Central Government Body for any proper purpose of FCDO or of the relevant Central Government Body;

26.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

26.6.3 to the extent that FCDO (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

26.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 26.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;

26.6.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including the Audit Rights, its step-in rights pursuant to Clause 13 (Open Book Accounting and Audit), its rights to appoint an advisor pursuant to Clause 43 (Dispute Resolution) and any rights set out in Clause 14 (Exit Management);

26.6.6 on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract; or

26.6.7 for the purpose of the examination and certification of FCDO's accounts,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on FCDO under this Clause 26.

26.7 Nothing in this Clause 26 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

27. FREEDOM OF INFORMATION

27.1 The Supplier acknowledges that FCDO is subject to the requirements of the FOIA, the Environmental Information Regulations and associated codes of practice and shall assist and cooperate with FCDO to enable FCDO to comply with its Information disclosure obligations.

27.2 The Supplier shall and shall ensure that its Sub-Contractors shall:

27.2.1 transfer to FCDO all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

27.2.2 provide FCDO with a copy of all Information in its possession, or power in the form that FCDO requires within five (5) Working Days (or such other period as FCDO may specify) of FCDO's request; and

- 27.2.3 provide all necessary assistance as reasonably requested by FCDO to enable FCDO to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 27.3 FCDO shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA, the Environmental Information Regulations and associated codes of practice.
- 27.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by FCDO.
- 27.5 The Supplier acknowledges that FCDO may, acting in accordance with any code of practice issued pursuant to Section 45 of FOIA ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:
- 27.5.1 in certain circumstances without consulting the Supplier;
- 27.5.2 following consultation with the Supplier and having taken their views into account;
- 27.5.3 provided always that where Clause 27.5.1 applies FCDO shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 27.6 The Supplier shall ensure that all Information is retained for disclosure in accordance with Clauses 27.7 and 27.8 and shall permit FCDO to inspect such records as requested by FCDO from time to time.
- 27.7 The Supplier shall, during this Contract and for a period of at least seven years following the expiry or termination of this Contract, retain and maintain all Information:
- 27.7.1 in accordance with Good Industry Practice and Law;
- 27.7.2 in chronological order;
- 27.7.3 in a form that is capable of audit;
- 27.7.4 at its own expense.
- 27.8 Wherever practical, original Information shall be retained and maintained in hard copy form.

28. OFFICIAL SECRETS ACT

- 28.1 The Supplier shall, and shall ensure that the Supplier Personnel shall, comply with any relevant obligations arising under the Official Secrets Acts 1911 to 1989.

29. FCDO DATA

- 29.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to FCDO Data.
- 29.2 The Supplier shall not store, copy, disclose, or use FCDO Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by FCDO.
- 29.3 To the extent that FCDO Data is held and/or processed by the Supplier, the Supplier shall supply that FCDO Data to FCDO as requested by FCDO in the format(s) specified by FCDO.
- 29.4 Upon receipt or creation by the Supplier of any FCDO Data and during any collection, processing, storage and transmission by the Supplier of any FCDO Data, the Supplier shall take responsibility for preserving the integrity of FCDO Data and preventing the corruption or loss of FCDO Data.
- 29.5 The Supplier shall perform secure back-ups of all FCDO Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Security Policy. The Supplier shall ensure that such back-ups are available to FCDO at all times upon request, with delivery times as specified by FCDO.

- 29.6 The Supplier shall ensure that the system on which the Supplier holds any FCDO Data, including back-up data, is a secure system that complies with the Security Policy.
- 29.7 If FCDO Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, FCDO may:
- 29.7.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of FCDO Data to the extent and in accordance with the Business Continuity and Disaster Recovery Provisions specified in the Security Policy and the Supplier shall do so as soon as practicable but not later than three days following a written request from FCDO; and/or
 - 29.7.2 itself restore or procure the restoration of FCDO Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in the Business Continuity and Disaster Recovery provisions specified in the Security Policy.
- 29.8 If at any time the Supplier suspects or has reason to believe that FCDO Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify FCDO immediately and inform FCDO of the remedial action the Supplier proposes to take.
- 29.9 The Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme.

30. PROTECTION OF PERSONAL DATA

- 30.1 The Parties acknowledge that the factual activity carried out by each of them in relation to their obligations under this Contract will determine the status of each Party under the Data Protection Legislation. A Party may act as "Joint Controller" or a "Controller" or a "Processor" of certain Personal Data under this Contract. The Parties shall detail the envisaged status in Appendix A of the Terms of Reference (at Section 3 of the Contract) and update it where appropriate.
- 30.2 **Where a Party is Processing on behalf of the other Party who is the Controller**
- 30.2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, FCDO is the Controller and the Supplier is the Processor unless otherwise specified in Appendix A of the Terms of Reference (at Section 3 of the contract). The only processing that the Processor is authorised to do is listed in Appendix A of the Terms of Reference by the Controller and may not be determined by the Processor.
 - 30.2.2 The Processor shall notify the Controller immediately if it considers that any of Controller's instructions infringe the Data Protection Legislation.
 - 30.2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the services.
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
 - 30.2.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) process that Personal Data only in accordance with the Appendix A referred to in Clause 30.2.1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - a. nature of the data to be protected;

- b. harm that might result from a Data Loss Event;
 - c. state of technological development; and
 - d. cost of implementing any measures;
 - (c) ensure that:
 - I. the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Appendix A referred to in Clause 30.2.1);
 - II. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - a. are aware of and comply with the Processor's duties under this clause;
 - b. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - c. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - d. have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - a. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - b. the Data Subject has enforceable rights and effective legal remedies;
 - c. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - d. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - (e) At the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 30.2.5 Subject to clause 30.2.6, the Processor shall notify the Controller without due delay and in any event within 48 hours if it:
- a. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - b. receives a request to rectify, block or erase any Personal Data;
 - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - e. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f. becomes aware of a Data Loss Event.

- 30.2.6 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 30.2.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- a. the Controller with full details and copies of the complaint, communication or request;
 - b. such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - c. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d. assistance as requested by the Controller following any Data Loss Event;
 - e. assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 30.2.7 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- a. the Controller determines that the processing is not occasional;
 - b. the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - c. the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 30.2.8 Where the Supplier is the Processor it shall allow for audits of its Data Processing activity by the FCDO or its FCDO's designated auditor.
- 30.2.9 Each party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 30.2.10 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- a. notify the Controller in writing of the intended Sub-processor and processing;
 - b. obtain the written consent of the Controller;
 - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 30.2 such that they apply to the Sub-processor; and
 - d. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 30.2.11 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
- 30.2.12 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable Controller to Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 30.2.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. FCDO may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

30.3 **Where the Parties both Control Personal Data Independently**

- 30.3.1 With respect to Personal Data which a Party acts as Controller but which is not under the Joint Control (because the Parties determine the means and purposes of processing Personal Data independently of each other) each Party undertakes to

comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller and with this Clause 30.3.

30.3.2 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 33(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

30.3.3 Each Party shall promptly (and without undue delay) notify the other Party if in relation to any Personal Data processed by it as independent Controller in the performance of its obligations or the exercise of its rights under this Legal Services Contract if:

(a) it receives a complaint, notice or communication which relates to either Party's actual or alleged non-compliance with the Data Protection Legislation; or (b) it becomes aware of a Personal Data Breach;

and shall provide the other Party with such assistance and cooperation as is reasonably requested by the other Party in order to address and resolve the complaint, notice, communication or Personal Data Breach.

30.3.4 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (**the "Claim Losses"**): the Party responsible for the relevant breach shall be responsible for the Claim Losses.

30.3.5 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be appropriate for them to retain such Personal Data under applicable Data Protection Law Legislation and their privacy policy (save to the extent and for the limited period) that such information needs to be retained by the a Party for statutory compliance the purposes of complying with Law or as otherwise required by this Contract), and taking all further actions as may be necessary or desirable to ensure its compliance with Data Protection Law Legislation and its privacy policy

30.4 **Where the Parties are both Controllers of Personal Data Jointly**

30.4.1 Where the Parties jointly determine the purposes of means of processing Personal Data in accordance with GDPR Article 26, the Parties shall identify the applicable Personal Data under Joint Control in Appendix A and the Parties shall enter into a Joint Controller Agreement based on the terms outlined in Appendix B in replacement of Clause 30.2-30.3 which shall not apply for any such the Personal Data under Joint Control.

31. **PUBLICITY AND BRANDING**

31.1 The Supplier shall not:

31.1.1 make any press announcements or publicise this Contract or its contents in any way; or

31.1.2 use FCDO's name or brand (including the 'UK International Development – Partnership, Progress Prosperity Logo (UK Dev logo') in any promotion, marketing, communications or announcement of orders;

without the prior written consent of the FCDO.

31.2 Where and to the extent that FCDO has provided consent pursuant to Clause 31.1, then the Supplier:

31.2.1 shall collaborate with FCDO and proactively look for ways to build support for development and raise awareness of FCDO's funding.

31.2.2 shall explicitly acknowledge FCDO's funding, in written and verbal communications about activities related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of FCDO's "UK International Development – Partnership, Progress Prosperity" logo ('UK Dev logo') in accordance with FCDO standards for use of the UK Dev logo, unless otherwise agreed in advance by FCDO and in all cases subject to security and safety considerations of the Supplier.

- 31.2.3 shall provide a visibility statement of how and when they or Sub-Contractors will acknowledge funding from FCDO and where they will use the UK Dev logo. The Supplier shall include reference to this in its progress reports and annual reviews.
- 31.2.4 suppliers may use the UK Dev logo in conjunction with other donor logos, and where the number of donors to a programme or project is such as to make co-branding impractical, acknowledgement of funding from FCDO shall be equal to that of other co-donors making contributions of equivalent amounts to the programme or project.

Liabilities

32. LIMIT OF LIABILITY

- 32.1 Neither Party limits its liability for:
- 32.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
 - 32.1.2 fraud or fraudulent misrepresentation by it or its employees;
 - 32.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 32.1.4 any liability to the extent it cannot be limited or excluded by Law.
- 32.2 Subject to Clause 32.1, the Supplier's total aggregate liability in respect of all Losses (whether in tort, contract or otherwise) incurred by FCDO under or in connection with the Contract as a result of Defaults by the Supplier shall not exceed the Financial Limit unless a different amount has been stated in Section 4 (Special Conditions) in which case that amount shall apply.
- 32.3 Subject to Clause 32.1, FCDO's total aggregate liability in respect of all Losses (whether in tort, contract or otherwise) shall not exceed one hundred thousand pounds (£100,000).
- 32.4 Subject to Clause 32.1 neither Party be liable to the other for any:
- 32.4.1 loss of profits, turnover, savings business opportunities, revenue or damage to goodwill (in each case whether direct or indirect); and/or
 - 32.4.2 indirect, special or consequential loss or damage of any nature and howsoever caused, even if the losses were reasonably foreseeable or the Party has been advised of the possibility of such losses occurring.
- 32.5 Subject to Clause 32.2, and notwithstanding Clause 32.4, the Supplier acknowledges that FCDO may, amongst other things, recover from the Supplier the following losses incurred by FCDO to the extent that they arise as a result of a Default by the Supplier:
- 32.5.1 any additional operational and/or administrative costs and expenses incurred by FCDO, including costs relating to time spent by or on behalf of FCDO in dealing with the consequences of the Default;
 - 32.5.2 any wasted expenditure or charges;
 - 32.5.3 the additional cost of procuring Replacement Services for the remainder of the Term, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under this Contract;
 - 32.5.4 any compensation or interest paid to a third party by FCDO; and
 - 32.5.5 any fine, penalty or costs incurred by FCDO pursuant to Law.

33. INDEMNITY

- 33.1 Subject to Clauses 32.1 to 32.5 (inclusive) (Limit of Liability), the Supplier shall indemnify FCDO in respect of any Losses howsoever arising out of or in consequence of negligent acts or omissions by the Supplier or the Supplier Personnel or any claims made against FCDO by third parties in respect thereof and in relation to this Contract.
- 33.2 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of FCDO or FCDO's employees, or by breach by FCDO of its obligations under the Contract.

34. INSURANCE

- 34.1 The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Contract.
- 34.2 The Supplier shall ensure that its Sub-Contractors shall effect and maintain insurances (where appropriate) in relation to the performance of their obligations under any Sub-Contracts appropriate to Services being provided.
- 34.3 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Contract.

Control of Contract**35. VARIATIONS**

- 35.1 Either Party may request a variation to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a “**Variation**”.
- 35.2 No variation to the terms or scope of this Contract shall be effective without the Contract Officer’s prior written consent and recorded in writing in a formal Contract Amendment Letter (Appendix A). FCDO shall have no liability in respect of work performed outside the Services set out in Section 3 (Terms of Reference).
- 35.3 FCDO shall not be liable for any costs for any additional activity or otherwise undertaken by the Supplier where the Parties have not agreed in writing in an executed Contract Amendment Letter in accordance with this Clause 35 for such costs to be incurred or for the additional activity to be undertaken. The Supplier shall promptly return on request by FCDO, any monies which FCDO may have paid the Supplier in respect of activities or payments which have not been authorised by FCDO in accordance with this Clause 35.

36. ASSIGNMENT AND NOVATION

- 36.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without Approval.

Default and Termination**37. FCDO REMEDIES FOR DEFAULT****37.1 Remedies**

- 37.1.1 Without prejudice to any other right or remedy of FCDO howsoever arising if the Supplier commits any Default of this Contract then FCDO may (whether or not any part of the Services have been provided) do any of the following:
- (a) at FCDO's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (where such Default is capable of remedy) or to supply Replacement Services and carry out any other necessary work to ensure that the terms of this Contract are fulfilled, in accordance with the FCDO 's instructions;
 - (b) carry out, at the Supplier's expense, any work necessary to make the provision of the Services comply with this Contract;
 - (c) terminate this contract and step in to itself supply or procure a third party to supply the Services;

38. FINANCIAL DISTRESS

- 38.1 The Supplier acknowledges and agrees that the financial stability and solvency of the Supplier and its key Sub-Contractors is critical to the successful delivery of the Services and that any deterioration or potential deterioration of their financial position may have an adverse effect on the performance of the Contract. The Supplier shall monitor its own financial standing and that of its key Sub-Contractors on a regular basis and shall report to FCDO on this where there is material deterioration of its financial standing.

38.2 In the event of a Financial Distress Event occurring, the Supplier shall, and shall procure that any affected key Sub-Contractor shall, as soon as reasonably practicable review the effect of the Financial Distress on the continued performance of the Services under this Contract and provide a report to FCDO. Where FCDO reasonably believes that the Financial Distress Event is likely to adversely impact on the performance of the Services, the Supplier shall submit to FCDO for approval a Financial Distress Service Continuity Plan as soon as is reasonably practicable and shall provide any further financial information as FCDO reasonably require to assess financial standing and risks.

38.3 FCDO shall be entitled to terminate this Contract for material Default if the Supplier fails to notify FCDO in accordance with Clause 38.2.

39. FORCE MAJEURE

39.1 Subject to the remainder of this Clause 39, a Party may claim relief under this Clause 39 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

39.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

39.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 39 to the extent that consequences of the relevant Force Majeure Event:

39.3.1 are capable of being mitigated by any of the provision of any Services but the Supplier has failed to do so; and/or

39.3.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.

39.4 Subject to FCDO's right to terminate set out in Clause 39.5, the Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

39.5 Where FCDO receives a Force Majeure Notice, from the date of receipt of the Force Majeure Notice, FCDO may, at its sole discretion, either suspend this Contract for a period of up to six (6) months ("the Suspension Period") or terminate this Contract forthwith.

39.6 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract.

39.7 Relief from liability for the Affected Party under this Clause 39 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under Clause 39.6.

39.8 If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

40. TERMINATION WITHOUT DEFAULT OF THE SUPPLIER

40.1 FCDO may, at its sole discretion, terminate this Contract, at any time by issuing a Termination Notice to the Supplier giving at least thirty (30) Working Days written notice (unless stated differently in Section 4 (Special Conditions)).

41. TERMINATION WITH DEFAULT OF THE SUPPLIER

41.1 FCDO may terminate this Contract for material Default by issuing a Termination Notice to the Supplier where:

- 41.1.1 any representation or warranty given by the Supplier pursuant to Clause 2 (Representations and Warranties) is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of FCDO are acceptable;
- 41.1.2 FCDO expressly reserves the right to terminate this Contract for material Default;
- 41.1.3 the Supplier commits any material Default of the Contract which is not, in the reasonable opinion of FCDO, capable of remedy; and/or
- 41.1.4 the Supplier commits a Default, including a material Default, which in the opinion of FCDO is remediable but has not remedied such Default to the satisfaction of FCDO in accordance with the Rectification Plan Process.
- 41.2 For the purpose of Clause 41.1, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.
- 41.3 FCDO may, without prejudice to its other rights, including but not limited to the right to claim for Losses incurred, issue a Termination Notice where:
 - 41.3.1 the Supplier or any Supplier Personnel, either directly or through their servants or agents or Sub-Contractors breaches any of their obligations under this Contract; or
 - 41.3.2 the Supplier, Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf has committed an offence under the Bribery Act 2010 or the Terrorism Act 2000 in breach of Clauses 44 or 45 of this Contract; or
 - 41.3.3 the Supplier is an individual or a partnership and at any time:
 - (a) becomes bankrupt; or
 - (b) is the subject of a receiving order or administration order; or
 - (c) makes any composition or arrangement with or for the benefit of the Supplier's creditors; or
 - (d) makes any conveyance or assignment for the benefit of the Supplier's creditors; or
 - (e) the warranty given by the supplier pursuant to Clause 21 (Tax Compliance) is materially untrue; or
 - (f) the Supplier commits a material breach of its obligation to notify FCDO of any Occasion of Tax Non-Compliance as required by Clause 21 (Tax Compliance); or
 - (g) the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of FCDO, are acceptable; or
 - 41.3.4 the Supplier is a company and:
 - (a) an order is made or a resolution is passed for the winding up of the Supplier; or
 - (b) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Supplier; or
 - 41.3.5 the Supplier is a partnership or a company and there is a Change of Control.
 - 41.3.6 there is an occurrence of any of the statutory provisos contained in Regulation 73(1)(a)-(c) of the Regulations.
- 41.4 Where this Contract is terminated in accordance with this Clause 41, the Supplier shall without prejudice to FCDO's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner and in compliance with Clause 14 (Exit Management) but shall not be entitled to any further payment in relation to this Contract.

42. CONSEQUENCES OF EXPIRY OR TERMINATION

- 42.1 Where this Contract has been terminated pursuant to Clause 40 (Termination Without Default of the Supplier), the Supplier shall:

- 42.1.1 take such steps as are necessary to terminate the provision of the Services or any part of the Services (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner;
- 42.1.2 act in accordance with Clause 14 (Exit Management]; and
- 42.1.3 provide to FCDO, not more than 60 days after FCDO notifies the Supplier of the termination of this Contract an account in writing with detailed supporting evidence, stating:
 - (a) any costs, if any, due before the date of termination, which cannot be avoided by the Supplier using reasonable endeavours; and
 - (b) costs to be expended after the date of termination which the Supplier necessarily incurred in the proper performance of this Contract and which the Supplier cannot reasonably avoid or recover using reasonable endeavours;

and, subject to Approval, FCDO shall pay such amount stated pursuant to Clause 42.1.3 to the Supplier within 30 days of receipt from the Supplier of a Valid Invoice in respect of the amount due.

- 42.2 Where this Contract is terminated under Clause 41 (Termination with Default of the Supplier) and FCDO makes other arrangements for the provision of Services FCDO may recover from the Supplier pursuant to Clause 17 (Retention and Set Off) or otherwise, the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by FCDO throughout the remainder of the Term provided that FCDO shall take all reasonable steps to mitigate such additional expenditure.
- 42.3 Where this Contract is terminated for any reason, save as expressly provided in this Contract:
 - 42.3.1 termination or expiry of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and
 - 42.3.2 termination of this Contract shall not affect the continuing rights, remedies or obligations of FCDO or the Supplier under Clauses 13, 14, 15, 16, 17, 18, 19, 22, 25, 26, 27, 28, 29, 30, 32, 33, 42, 43, 48 and 53, any relevant clauses listed under Section 4 (Special Conditions), and, without limitation to the foregoing, any other provision of this Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the Expiry Date.

Miscellaneous and Governing Law

43. DISPUTE RESOLUTION PROCEDURE

- 43.1 The Parties will attempt in good faith to negotiate a settlement to any Dispute between them arising out of or in connection with this Contract. If the matter is not resolved by negotiation within 45 days of when either Party first made contact in respect of the same, the Parties will refer the Dispute to mediation in accordance with CEDR (Centre for Effective Dispute Resolution in London, UK) procedures. If the parties fail to agree terms of settlement within 90 days of the initiation of the procedure the Dispute may be referred to an arbitrator as agreed between the parties or failing such agreement as may be nominated by the President of the Law Society of England and Wales upon application of any Party. The initiation of the procedure is defined as the written request to CEDR by any Party for mediation provided that such request is copied to the other Party.
- 43.2 The decision of the arbitrator shall be final and binding on both Parties.
- 43.3 The seat and place of arbitration shall be London.

44. PREVENTION OF FRAUD AND BRIBERY

- 44.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, any person acting on their behalf, have at any time prior to the Commencement Date:
 - 44.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

- 44.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 44.2 The Supplier, Supplier Personnel, or any person acting on their behalf shall not during the Term:
- 44.2.1 commit a Prohibited Act; and/or
- 44.2.2 do or suffer anything to be done which would cause FCDO or any of FCDO's employees, consultants, suppliers, Sub-Contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 44.3 The Supplier shall during the Term:
- 44.3.1 establish, maintain and enforce, and require that its Supplier Personnel establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- 44.3.2 keep appropriate records of its compliance with its obligations under Clause 44.3.1 and make such records available to FCDO on request.
- 44.4 The Supplier shall immediately notify FCDO in writing if it becomes aware of any breach of Clause 44.1 and/or Clause 44.2, or has reason to believe that it has or any Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf have:
- 44.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- 44.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- 44.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.
- 44.5 The Supplier warrants and represents to FCDO that to the best of its knowledge, that neither the Supplier, Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf:
- 44.5.1 has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
- 44.5.2 has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Supplier or Supplier Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to FCDO, whose written consent was subsequently given to such payment.
- 44.6 Neither the Supplier or the Supplier Personnel or any person acting on their behalf shall accept for their own benefit or pass on for the benefit of partner government, recipient or end user, any trade commission, discount, voucher scheme, re-sale or similar payment or benefit in connection with this Contract.
- 44.7 Where the Supplier or Supplier Personnel, or any person acting on their behalf, does any of the acts mentioned in Clause 44.5 or commits any offence under the Bribery Act 2010, with or without the knowledge of the Supplier, in relation to this Contract or any other contract with the Crown, FCDO shall be entitled:
- 44.7.1 to terminate the Contract with immediate effect by written notice to the Supplier and recover from the Supplier the amount of any Losses resulting from the termination;
- 44.7.2 to recover from the Supplier the amount or value of any such gift, consideration or commission;
- 44.7.3 to recover from the Supplier any other Losses sustained as a result of any breach of this Clause 44, whether or not the Contract is terminated.

- 44.8 FCDO, the Supplier and the Supplier Personnel shall immediately and without undue delay inform each other of any event that interferes or threatens to materially interfere with the successful delivery of the Services, whether financed in full or in part by FCDO, including credible suspicion of/or actual fraud, bribery, corruption or any other financial irregularity or impropriety.

FCDO has an expert fraud investigation unit, that should be contacted in the first instance at reportingconcerns@FCDO.gov.uk or +44 (0)1355 843747. All suspicions will be treated with the utmost confidentiality.

45. ANTI-TERRORISM REGULATIONS

- 45.1 In accordance to the Terrorism Act 2000 and all subsequent regulations pursuant to this Act, the Supplier will assure itself to the best of its knowledge that UK funding, including financial assets or economic resources is not made available, either directly or indirectly to, or for the benefit of persons, groups or entities listed in accordance with European Council Regulation EC/2580/2001 (as amended) and/or the Terrorism (United Nations Measures) Orders 2009 of the United Kingdom, or contravene the provisions of those and any subsequent applicable terrorism legislation.
- 45.2 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf, have at any time prior to the Commencement Date and/or during the term of this Contract appeared on the Home Office Proscribed Terrorist Organisations List.
- 45.3 The Supplier shall immediately notify FCDO in writing if it becomes aware of any breach of Clause 45.1 and/or Clause 45.2, or has reason to believe that it has or any Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf have:
- 45.3.1 been subject to an investigation or prosecution which relates to an alleged infringement of Clause 45.1 and/or Clause 45.2;
 - 45.3.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts.
- 45.4 Where the Supplier or any of his employees, servants, agents or Sub-Contractors, or any person acting on their behalf, breaches any of the acts mentioned in Clause 45.1 and/or Clause 45.2 commits any offence under the Terrorism Act 2000, with or without the knowledge of the Supplier, in relation to this Contract or any other contract with the Crown, FCDO shall be entitled:
- 45.4.1 to terminate the Contract with immediate effect by written notice to the Supplier and recover from the Supplier the amount of any loss resulting from the termination;
 - 45.4.2 to recover from the Supplier any other loss sustained as a result of any breach of this Clause 45, whether or not the Contract has been terminated.

46. SAFEGUARDING

- 46.1 For the purposes of this Clause 46, “Reasonable Measures” shall mean:
- all reasonable endeavours expected to be taken by a professional and prudent supplier in the Supplier’s industry to eliminate or minimise risk of actual, attempted or threatened exploitation, abuse and harassment (including Sexual Abuse, Sexual Exploitation and Sexual Harassment) and whether or not such conduct would amount to a criminal offence in the United Kingdom or an offence under the laws of the territory in which it takes place (together “**Serious Misconduct**”) as is reasonable and proportionate under the circumstances. Such endeavours may include (but shall not be limited to):
- (a) clear and detailed policies and guidance for Supplier Personnel, Supplier Providers and where appropriate, beneficiaries;
 - (b) developing, implementing and maintaining a safeguarding plan throughout the term (including monitoring);
 - (c) provision of regular training to Supplier Personnel, Supplier Providers and where appropriate, beneficiaries
 - (d) clear reporting lines and whistleblowing policies in place for Supplier Personnel, Supplier Providers and beneficiaries,
 - (e) maintaining detailed records of any allegations of Serious Misconduct and regular reporting to FCDO and the Appropriate Authorities (where relevant) of any such incidents;

(f) any other Good Industry Practice measures (including any innovative solutions),

- 46.2 The Supplier shall take all Reasonable Measures to prevent Serious Misconduct by the Supplier Personnel or any other persons engaged and controlled by it to perform any activities under this Agreement (“**Supplier Providers**”) and shall have in place at all times robust procedures which enable the reporting by Supplier Personnel, Supplier Providers and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by the Supplier or Supplier Personnel to investigate such reports.
- 46.3 The Supplier shall take all Reasonable Measures to ensure that the Supplier Personnel and Supplier Providers do not engage in sexual activity with any person under the age of 18, regardless of the local age of majority or age of consent or any mistaken belief held by the Supplier Personnel or Supplier Provider as to the age of the person. Furthermore, the Supplier shall ensure that the Supplier Personnel and Supplier Providers do not engage in ‘transactional sex’ which shall include but not be limited to the exchange of money, employment, goods, or services for sex and such reference to sex shall include sexual favours or any form of humiliating, degrading or exploitative behavior on the part of the Supplier Personnel and the Supplier Providers. For the avoidance of doubt, such ‘transactional sex’ shall be deemed to be Serious Misconduct in accordance with Clause 46.1.
- 46.4 The Supplier shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by the Supplier Personnel and Supplier Providers to FCDO, including FCDO’s Counter Fraud Section at reportingconcerns@FCDO.gov.uk or +44 (0)1355 843747, and where necessary, the Appropriate Authorities.
- 46.5 The Supplier shall fully investigate and document all cases or potential cases of Serious Misconduct and shall take appropriate corrective action to reduce the risk and/or eliminate Serious Misconduct being committed by the Supplier Personnel and Supplier Providers (which may include disciplinary action, termination of contracts etc.), such investigations and actions to be reported to
- 46.6 FCDO as soon as is reasonably practicable
- 46.7 The Supplier shall not engage as Supplier Personnel or Supplier Provider for the purposes of the Services any person whose previous record or conduct known to the Supplier (or reasonably ought to be known by a diligent supplier which undertakes the appropriate checks) indicates that they are unsuitable to perform the Services and/or where they represent an increased and unacceptable risk of committing Serious Misconduct.
- 46.8 The Supplier shall comply with all applicable laws, legislation, codes of practice and government guidance in the UK and additionally, in the territories where the Services are being performed, relevant to safeguarding and protection of children and vulnerable adults, which the Supplier acknowledges may include vetting of the Supplier Personnel by the UK Disclosure and Barring Service in respect of any regulated activity performed by the Supplier Personnel (as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended)) and/or vetting by a local equivalent service. Where FCDO reasonably believes that there is an increased risk to safeguarding in the performance of the Services, the Supplier shall comply with any reasonable request by FCDO for additional vetting to be undertaken.
- 46.9 Failure by the Supplier to:
- 46.10 put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or
- 46.11 fully investigate allegations of Serious Misconduct; or
- 46.12 report any complaints to FCDO and where appropriate, the relevant authorities (including law enforcement) shall be a material Default of this Contract and shall entitle FCDO to terminate this Contract with immediate effect.

47. DISCRIMINATION

- 47.1 The Supplier shall not unlawfully discriminate either directly or indirectly against protected characteristics such as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the provisions of all relevant legislation including the Equality Act 2010, the International Development (Gender Equality) Act 2014 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof. The Supplier shall ensure that in its delivery of the Services, it has due regard for the advancement of equal opportunity and promotes good relations between people who share a protected characteristic and those who do not, as required by the equality legislation.
- 47.2 The Supplier shall adhere to the current relevant codes of practice or recommendations published by the Equality and Human Rights Commission. The Supplier shall take all reasonable steps to secure the observance of these provisions and codes of conduct by all suppliers, employees or agents of the Supplier and all suppliers and Sub-Contractors employed in the execution of this Contract.

- 47.3 The Supplier will comply with any request by FCDO to assist FCDO in meeting its obligations under the Equality Act 2010 and to allow FCDO to assess the Supplier's compliance with its obligations under the Equality Act 2010.
- 47.4 Where any investigation is concluded or proceedings are brought under the Equality Act 2010 which arise directly or indirectly out of any act or omission of the Supplier, its agents or Sub-Contractors, or Supplier Personnel, and where there is a finding against the Supplier in such investigation or proceedings, the Supplier will indemnify FCDO with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment FCDO may have been ordered or required to pay to a third party.
- 48. LAW AND JURISDICTION**
- 48.1 This Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- 49. ENVIRONMENTAL REQUIREMENTS**
- 49.1 The Supplier shall provide the Services and any goods & equipment required under the Contract in accordance with applicable national and international laws, including those of the country or countries in which the Services or goods & equipment are to be provided, and FCDO's environmental operations policy, which is to conserve energy, water and other resources, reduce waste, phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 49.2 The Supplier shall work with FCDO and the populations that are potentially affected by its operations under the Contract regarding any environmental issues that could affect the sustainable development provisions of the International Development Act (2002), comply with special conditions as stipulated in the Terms of Reference and carry out any reasonable additional request to ensure the protection of the environment, society and the economy throughout the contract period.
- 49.3 The Supplier shall ensure it has the requisite expertise and controls to identify and mitigate all factors that may affect compliance with the conditions outlined in Clauses 49.1 and 49.2 as a result of its own operations or those of Sub-Contractors working on its behalf.
- 49.4 The Supplier shall promptly notify FCDO of any changes in potential material adverse effects from its operations under the Contract and of the occurrence of any incident or accident related to the Project that has or is likely to have a significant adverse effect on the environment.
- 49.5 Nothing in Clauses 49.1 to 49.3 shall relieve the obligations of the Supplier to comply with its statutory duties and Good Industry Practice.
- 50. CONFLICT OF INTEREST**
- 50.1 Neither the Supplier nor any of the Supplier Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.
- 50.2 The Supplier and the Supplier Personnel shall notify FCDO immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.
- 50.3 The Supplier shall establish and maintain appropriate business standards, procedures and controls to ensure that no conflict of interest arises between Services undertaken for FCDO and that undertaken for other clients. The Supplier shall avoid knowingly committing any acts which are likely to result in any allegation of impropriety against FCDO, including conflicts of interest which are likely to prejudice their independence and objectivity in performing the Contract, howsoever arising.
- 50.4 The Supplier shall notify FCDO immediately of any circumstances of which it becomes aware which give rise or potentially give rise to a conflict with the Services and shall advise FCDO of how they intend to avoid such a conflict arising or remedy such situation. The Supplier shall, subject to any obligations of confidentiality it may have to third parties, provide all information and assistance reasonably necessary (at the Supplier's cost) that FCDO may request of the Supplier in order to avoid or resolve a conflict of interest and shall ensure that at all times they work together with FCDO with the aim of avoiding a conflict or remedy a conflict.
- 50.5 Pursuant to Clause 50.4, FCDO shall have the right to require that the Supplier puts in place Ethical Walls and will ensure and satisfy FCDO that all information relating to the Contract and to the Services (including all working papers, draft reports in both tangible and

intangible form) are not shared or made available to person(s) other than Supplier Personnel and that such matters are not discussed by any person(s) other than Supplier Personnel.

- 50.6 In the event of a failure to maintain the Ethical Walls as described above arising during the course of this Contract, FCDO reserves the right to immediately terminate the Contract on giving written notice to the Supplier.

51. WAIVER

- 51.1 A waiver of any of the terms and/or conditions of this Contract shall be valid only where it is agreed expressly in writing and signed by the parties. No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

52. ENTIRE AGREEMENT

- 52.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Clause 52.1 shall not exclude liability in respect of any fraudulent misrepresentation.
- 52.2 The Supplier is not the agent of FCDO and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of FCDO in any respect.
- 52.3 Nothing in this Contract is intended to make nor shall it make FCDO the employer of the Supplier or any of the Supplier Personnel.
- 52.4 All communications by the Supplier relating to the Contract must be addressed to the FCDO Contract Officer whose name and address is given in Section 4 (Special Conditions).

53. THIRD PARTY RIGHTS

- 53.1 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of FCDO, which may, if given, be given on and subject to such terms as FCDO may determine.
- 53.2 Any amendments or modifications to this Contract may be made, and any rights created under Clause 53.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

SCHEDULE 1: DEFINITIONS

Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below:

"Affected Party" the Party seeking to claim relief in respect of a Force Majeure Event;

"Affiliate" in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

"Approval" means the prior written consent of FCDO and **"Approve"** and **"Approved"** shall be construed accordingly;

"Auditor" means:

- (a) FCDO's internal and external auditors;
- (b) FCDO's statutory or regulatory auditors;
- (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office;
- (e) any party formally appointed by FCDO to carry out audit or similar review functions; and
- (f) successors or assigns of any of the above.

"Appropriate Authorities" means any and/or all of (as may be relevant under the circumstances) the UK government bodies and/or government bodies/agencies in the territory where Serious Misconduct may have or is suspected of having taken place, which have responsibility for safeguarding, recording, investigating, enforcing and/or determining allegations of Serious Misconduct and which may include (but shall not be limited to), the FCDO, the National Crime Agency, UK Police force, local territory police forces, and social services.

"Central Government Body" a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or
- (d) Executive Agency;

"Change of Control" means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;

"Charges" means the charges raised under or in connection with this Contract from time to time, which shall be calculated in a manner that is consistent with Schedule 5 (Schedule of Prices).

"Commencement Date" means the date identified in Section 1 Form of Contract.

"Commercially Sensitive Information" the information listed in Section 4 (Special Conditions) comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business of which the Supplier has indicated to FCDO that, if disclosed by FCDO, would cause the Supplier significant commercial disadvantage of material financial loss.

"Confidential Information" means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party, including all intellectual property rights, together with all information derived from any of the above, and any other information clearly being designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential.

"Contract" means this agreement between FCDO and the Supplier consisting of this Section 2 (Standard Terms and Generals) and any attached Schedules and Appendices

"Contract Amendment Letter" means the form set out in Appendix A.

"Contract Officer" means the person named in Section 4 who is responsible for all contractual aspects of the Contract.

"Control" means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;

"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer" take the meaning given in the GDPR.

“Data Protection Legislation” (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

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

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

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

“DPA 2018” means the Data Protection Act 2018

“Default” means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, of the Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to FCDO;

“Delivery Chain” means all of the Supplier’s Sub-Contractors, Supplier Providers and partners involved in delivering a specific good, service or change for the purposes of the Services provided under this Agreement, down to the end beneficiary;

“FCDO Background IPR” means:

- a) IPRs owned by FCDO before the Commencement Date, including IPRs contained in any of FCDO's know-how, documentation, software, processes and procedures;
- b) IPRs created by FCDO independently of this Contract; and/or
- c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;

“FCDO Data” means (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of FCDO; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which FCDO is the Data Controller.

“FCDO System” FCDO's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by FCDO or the Supplier in connection with this Contract which is owned by FCDO or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for FCDO to receive the Services;

“Dispute” any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;

“Dispute Resolution Procedure” means the dispute resolution procedure set out in Clause 43;

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

“Environmental Information Regulations” means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;

“Ethical Walls” means a process for avoiding conflicts of interest by limiting disclosure of information to certain individuals within an organisation, thereby building a metaphorical wall between the holders of information and colleagues who represent interests or hold opinions which conflict.

“Euro Compliant” means that:

- (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect FCDO’s business;

- (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and
- (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):
 - (a) be able to perform all such functions in any number of currencies and/or in euros;
 - (b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;
 - (c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;
 - (d) incorporate protocols for dealing with rounding and currency conversion;
 - (e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and
 - (f) permit the input of data in euro and display an outcome in euro where such data, supporting FCDO's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK.

"Equipment" means any equipment, computer hardware or software, materials, goods and vehicles and associated services necessarily required for the implementation of the Services, which the Supplier cannot reasonably be expected to provide, which are financed or provided by FCDO for use by the Supplier.

"Exit Management" services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to FCDO and/or a Replacement Supplier.

"Expiry Date" means:

- (a) the end date of the Initial Period; or
- (b) if this Contract is terminated before the date specified in (a) above, the earlier date of termination of this Contract;

"Financial Limit" means the amount specified in Section 1 (Form of Contract) and is the maximum amount of Charges paid by FCDO and which FCDO has agreed are duly payable under this Contract for the receipt of the Services.

"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation.

"Force Majeure Event" any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf or any other failure in the Supplier's or a Sub-Contractor's supply chain;

"Force Majeure Notice" a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

"GDPR" the General Data Protection Regulation (*Regulation (EU) 2016/679*).

"General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.

"Good Industry Practice" at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like FCDO, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;

"Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others.

"HM Government Cyber Essentials Scheme" means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

“IATI” means the International Aid Transparency Initiative standard and is a technical publishing framework allowing data to be compared. It is designed to report forward-looking aggregate budget information for the reported organisations, and planned future budgets to recipient institutions or countries.

“ICT Environment” means the FCDO System and the Supplier System;

“Information” has the meaning given under Section 84 of the Freedom of Information Act 2000; including all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);

“Initial Period” means the initial term of this Contract from the Commencement Date to the end date of the initial term stated in Section 4 (Special Conditions);

“Intellectual Property Rights” or “IPRs” means

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semiconductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

all other rights having equivalent or similar effect in any country or jurisdiction;

“IPR Claim” means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to FCDO (including any claims arising from the publication of the Project Specific IPRs as open source) in the fulfilment of its obligations under this Contract

“Joint Control” means Personal Data which under the Control of Joint Controllers in accordance with GDPR Article 26;

“Joint Controllers” means where two or more Controllers jointly determine the purposes and means of processing;

“Key Personnel” means the individuals (if any) identified as such in Section 4 (Special Conditions);

“Key Performance Indicators” or “KPIs” means a set of quantifiable measures that FCDO and Supplier will use to measure the performance of the Services provided by the Supplier under the Contract (as defined in Section 3 Terms of Reference).

“Law” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

“LED” means Law Enforcement Directive (*Directive (EU) 2016/680*)

“Licensed Software” all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to FCDO for the purposes of or pursuant to this Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software;

“Losses” means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **“Loss”** shall be interpreted accordingly;

“Malicious Software” any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

“Milestone” an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;

“Milestone Payment” a payment identified in Section 5 to be made following the issue of a Milestone Achievement Certificate;

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud evasion.

“Overhead” means those amounts which are intended to recover a proportion of the Supplier’s or the Sub-Contractor’s (as the context requires) indirect corporate costs;

“Parties” and **“Party”** have the meanings respectively given in Section 1 of this Contract;

“Performance Indicators” means the Key Performance Indicators and the subsidiary Performance Indicators as applicable;

“Personal Data” means personal data (as defined in the Data Protection Act 1998) which is Processed by the Supplier or any Sub-Contractor on behalf of FCDO or a Central Government Body pursuant to or in connection with this Contract;

“Process” has the meaning given to it under the Data Protection Legislation but, for the purposes of this Contract, it shall include both manual and automatic processing and “Processing” and “Processed” shall be interpreted accordingly;

“Processor Personnel” means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement.

“Programme Name” means the name given to the programme to which this Contract relates as identified in Section 1 (Form of Contract);

“Prohibited Act” has the meaning;

(a) to directly or indirectly offer, promise or give any person working for or engaged by FCDO a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;

(c) an offence:

(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);

(ii) under legislation or common law concerning fraudulent acts; or

(iii) defrauding, attempting to defraud or conspiring to defraud FCDO; or

(d) any activity, practice or conduct which would constitute one of the offences listed under

(e) above if such activity, practice or conduct had been carried out in the UK;

“Project” means a set of co-ordinated activities, with definite starting and finishing points, undertaken by an individual or team to meet specific objectives within defined time, cost and performance parameters

“Project Officer” means the person named in Section 4 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract;

“Project Specific IPRs” means:

- a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or
- b) IPR in or arising as a result of the performance of the Supplier’s obligations under this Contract and all updates and amendments to the same,

but shall not include the Supplier Background IPR;

“Protective Measures”: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

“Register” means a register which sets out full details of:

- (a) any assets used by the Supplier in connection with the provision of the Services, including details of:
 - (i) make, model and asset number;
 - (ii) ownership and status as whether the assets are used exclusively for the provision of the Services; (iii) condition and physical location; and
 - (iv) use (including technical specifications); and
- (b) Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;

“Regulations” means the Public Contracts Regulations 2015 as amended or replaced from time to time;

“Regulatory Bodies” means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of FCDO and “Regulatory Body” shall be construed accordingly;

“Relevant Requirements” all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

“Relevant Tax Authority” means HM Revenue & Customs, or, if applicable, a Tax Authority in the jurisdiction in which the Supplier is established.

“Replacement Services” any services which are the same as or substantially similar to any of the Services and which FCDO receives in substitution for any of the Services following the expiry or termination or partial termination of this Contract, whether those services are provided by FCDO internally and/or by any third party;

“Replacement Sub-Contractor” means a Sub-Contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Sub-Contractor of any such Sub-Contractor);

“Replacement Supplier” any third party service provider of Replacement Services appointed by FCDO from time to time;

“Request for Information” a request for information or an apparent request under the FOIA, the Environmental Information Regulations and associated codes of practice;

“Security Policy” means HMG’s security policy, as updated periodically by the Cabinet Office, which can be accessed at <https://www.gov.uk/government/collections/government-security> , or as notified to the Supplier from time to time;

“Service Transfer” means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any SubContractor to a Replacement Supplier or a Replacement Sub-Contractor;

“Service Transfer Date” means the date of a Service Transfer;

“Services” means the services set out in the Terms of Reference (Section 3).

“Sexual Abuse” means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions, and all sexual activity with someone under the age of 18, regardless of local age of majority or consent under the laws of the territory in which it takes place and regardless of any mistaken belief (by the relevant individual) as to the age of a child;

“Sexual Exploitation” means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes. Includes profiting monetarily, socially, or politically from sexual exploitation of another;

“Sexual Harassment” means unwelcome sexual advances (also but not exclusively without touching). It includes requests for sexual favours, or other verbal or physical behaviour of a sexual nature, which may create a hostile or offensive environment.

“Sites” any premises (including FCDO premises, the Supplier’s premises or third party premises):

(a) from, to or at which:

(i) the Services are (or are to be) provided; or

(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or (b) where:

(i) any part of the Supplier System is situated;

(ii) any physical interface with FCDO System takes place;

“Software” Specially Written Software, Supplier Software and Third Party Software;

“Specially Written Software” means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications, configuration, customisation, or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract;

“Staffing Information” means in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as FCDO may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

“Staff Vetting Procedure” means HMG’s procedures and departmental policies for the vetting of Personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989.

“Sub-Contract” means any contract or agreement (or proposed contract or agreement) to which a third party:

a) provides the Services (or any part of them);

b) provides facilities or goods and services necessary for the provision of the Services (or any part of them); and/or

c) is responsible for the management, direction or control of the provision of the Services (or any part of them);

“Sub-Contractor” means any person other than the Supplier, who is a party to a Sub-Contract and the servants and agents of that person;

“Sub-processor”: any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement.

“Successor Body” means a body which is not a Central Government Body or if a body which is not a Central Government Body succeeds FCDO;

“Supplier” means the person(s), partnership(s) or company (ies) with whom this Contract is placed and as identified in Section 1 (Form of Contract);

“Supplier Background IPRs” means;

- (a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or
- (b) Intellectual Property Rights created by the Supplier independently of this Agreement, which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;

“Supplier Personnel” means any person (including Key Personnel) instructed pursuant to this Contract to undertake any of the Supplier's obligations under this Contract, including the Supplier's employees, agents and Sub-Contractors.

“Supplier Provider” means persons engaged and/or controlled by or on behalf of the Supplier pursuant to any activities undertaken by the Supplier under this Agreement.

“Supplier Software” means any software which is proprietary to the Supplier (or an Affiliate of the Supplier which is or will be used by the Supplier or any Sub-Contractor for the purposes of providing the Services or is embedded in and in respect of such other software as required to be licensed in order for FCDO to receive the benefit of and/or make use of the Services;

“Supplier System” the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding FCDO System);

“Tender” means the tender submitted by the Supplier to FCDO.

“Term” means the term of this Contract from the Commencement Date until the Expiry Date;

“Termination Notice” means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;

“Third Party IPRs” means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;

“Third Party Software” means any software which is proprietary to any third party (other than an Affiliate of the Supplier) or any open source which is or will be used by the Supplier for the purposes of providing the Services)

“Valid Invoice” means an invoice issued by the Supplier to FCDO and containing the information set out in Clause 19.4;

“Variation” means a properly executed variation to the Contract in compliance with Clause 35;

“Variation Procedure” means the procedure set out in Clause 35;

“VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day” means any day other than a Saturday, Sunday or public holiday in England and Wales.

APPENDIX A. CONTRACT AMENDMENT LETTER

Foreign Commonwealth and Development Office
Abercrombie House
Eaglesham Road
EAST KILBRIDE
Glasgow
G75 8EA

Telephone: East Kilbride 01355 84 4000
Direct line: 01355 84 [

File Ref: [
Date: [

Contract Amendment No: [

CONTRACT FOR: [

CONTRACT NUMBER: [

With reference to the Contract dated [], both Parties have in principle agreed to the following variation[s] to the Contract [:

[

2. [These/This amendment[s] relate[s] to [

3. Please confirm in writing by signing and returning one copy of this letter, within 15 working days of the date of signature on behalf of FCDO that you accept the variation[s] set out herein.

4. The Contract, including any previous variations, shall remain effective and unaltered except as amended by this letter.

5. Words and expressions in this letter shall have the meanings given to them in the Contract.

Signed by an authorised signatory for and on behalf of the
Secretary of State for the Foreign Commonwealth and Development Office

Name: [

Position: [

Signature:

Date: [

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

Name: [

Signature:

Date: [

APPENDIX B



Foreign, Commonwealth & Development Office

FCDO Supply Partner Code of Conduct

Principles

The FCDO aims to create an inclusive culture of best practice with the delivery partners with whom it engages and which receive UK taxpayers' funds. All Supply Partners should adhere to the overarching principles of the Supply Partner Code of Conduct (hereafter "the Code").

Overarching Principles for Supply Partners

- ✓ **Act responsibly and with integrity**
- ✓ **Be transparent and accountable**
- ✓ **Seek to improve value for money**
- ✓ **Demonstrate commitment to poverty reduction and FCDO priorities¹**
- ✓ **Demonstrate commitment to wider HMG priorities²**

FCDO Supply Partner responsibilities

Supply Partners and their subcontractors (delivery chain partners) should ensure they have read and understood the Code and their required compliance level and seek clarification from FCDO where necessary. In particular, it is important that the Supply Partners and their subcontractors (delivery chain partners) understand any risks and have systems in place to manage them. The 3 compliance levels are:

Compliance Level 1 - Supply Partners with an individual contract value of £1m or above, or two or more contracts/grants with FCDO with a combined value of £5m or above;

Compliance Level 2 - Supply Partners with an individual contract value below £1m, or two or more contracts /grants with FCDO with a value of less than £5m;

Compliance Level 3 - Supply Partners with an individual Contract value, or component of a Contract/Grant, with a value below the contracting threshold. At this level Supply Partners are required to adhere to the overarching Code principles and recognise, mitigate and manage risks. These Supply Partners will not be monitored against the contractual KPIs.

Scope

This Code forms part of the FCDO's standard contractual terms and conditions and full compliance and annual verification via a signed declaration, to be found at Annex 1b, is mandatory for contracted Supply Partners. Adherence to the Code at the appropriate level is also a requirement for FCDO direct and delivery chain Supply

¹ <https://www.gov.uk/government/organisations/department-for-international-development/about#priorities>

¹ <https://www.gov.uk/government/organisations/hm-treasury/about#priorities>

Partners in receipt of funding. The FCDO will monitor Supply Partners in six priority areas as set out below using a set of Key Performance Indicators (KPIs) as referenced in Annex 1a and 1b.

1. Value for Money and Governance

Key Performance Indicators KPI 1 a - c

Value for Money and financial transparency is an essential requirement of all FCDO commissioned work. All Supply Partners must seek to maximise development results, whilst driving cost efficiency, throughout the life of commissioned programmes. This includes budgeting and pricing realistically and appropriately to reflect delivery requirements and levels of risk over the life of the programme. It also includes managing uncertainty and change to protect value in the often challenging environments that we work in.

Supply Partners must demonstrate that they are pursuing continuous improvement and applying stringent financial management and governance to reduce waste and improve efficiency in their internal operations and within the delivery chain. FCDO expects Supply Partners to demonstrate openness and honesty and to be realistic about capacity and capability at all times, accepting accountability and responsibility for performance along the full delivery chain, in both every-day and exceptional circumstances.

Specific requirements include:

- ✓ Provision of relevant VfM and governance policies and a description of how these are put into practice to meet FCDO requirements (e.g. Codes on fraud and corruption, due diligence);
- ✓ A transparent, open book approach, which enables scrutiny of value for money;
- ✓ Strict adherence to all UK and in-country government tax requirements;
- ✓ Processes for timely identification and resolution of issues and for sharing lessons learned which might be requested by FCDO at any time.

2. Ethical Behaviour

Key Performance Indicators KPI 2 a- f

FCDO Supply Partners and their delivery chain partners act on behalf of the UK government and interact globally with country governments, other aid donors and their delivery partners, many stakeholders including citizens and directly and indirectly with aid beneficiaries. These interactions must therefore meet the highest standards of ethical and professional behaviour in order to uphold the reputation of the UK government.

Arrangements and relationships entered into, whether with or on behalf of FCDO, must be free from bias, conflict of interest or the undue influence of others. Particular care must be taken by Supply Partner and delivery chain staff who:

- a) are directly involved in the management of a programme or procurement of services; or
- b) who engage with i) frontline FCDO staff ii) other deliverers of aid iii) beneficiaries (of aid)

Where those in a) and b) could be susceptible to undue negative or detrimental influence.

Supply Partners and their delivery chain partners must declare to FCDO where there may be instances or allegations of previous unethical behaviour by an existing or potential staff member or where there is a known or suspected conflict of interest. Where a potential or existing staff member has been employed by FCDO or the Crown in the preceding two years Supply Partners and their delivery chain partner must provide proof of compliance with the HMG approval requirements under the Business Appointment Rules.

Supply Partners and their delivery chain partners must have the following policies and procedures in place:

- ✓ Development and proof of application and embedding of a Staff Recruitment, Management and Retention policy (which must address circumstances where there may be potential or actual conflict of interest and embedding of a Whistleblowing Policy)
- ✓ Ongoing monitoring of potential or existing personal, business or professional conflict of interest and their mitigation and management
- ✓ Ethical training for every staff member and staff updates in ethical working practices suitable to the development sector (e.g. UN Global Compact principles) including awareness of modern day slavery and human rights abuses
- ✓ Procedures setting out how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance and any suspicions/allegations/concerns which relate to safeguarding to the FCDO Investigations Department at reportingconcerns@fcdo.gov.uk or on +44(0)1355 843747.

3. Transparency and Delivery Chain Management

Key Performance Indicators KPI 3 a – f

The FCDO requires full delivery chain transparency from all Supply Partners. All direct Supply Partners and their delivery chain partners must adhere to wider HMG policy initiatives including the support and capacity building of micro, small and medium sized enterprises (MSMEs), prompt payment, adherence to human rights and modern slavery policies and support for economic growth in developing countries.

The FCDO recognises the critical value that downstream delivery partners contribute. Direct Supply Partners must engage their delivery chain partners in a manner that is consistent with FCDO's treatment of its direct Supply Partners. This includes, but is not limited to: appropriate pricing of services; fiduciary and financial risk management processes; applying transparent and responsive measures where delivery chain partners underperform against the KPI areas; taking a zero tolerance approach to tax evasion, corruption, bribery and fraud in subsequent service delivery or in partnership agreements. Direct Supply Partners must cascade the principles of the Code throughout their delivery chain to ensure FCDO ethical behaviour standards are embedded and maintained.

Specific requirements for direct Supply Partners include:

- ✓ Provide assurance to the FCDO that the policies and practices of their delivery chain Supply Partners and affiliates comply with the Code;
- ✓ Maintaining and sharing with FCDO up-to-date and accurate records of all downstream partners in receipt of FCDO funds and/or FCDO funded inventory or assets. This should map how funds flow from them to end beneficiaries and identify risks and potential risks along the delivery chain;
- ✓ Ensuring delivery chain partner employees are expressly notified of the FCDO 'reporting concerns' mailbox¹ found on FCDO's external website and of the circumstances in which this should be used;
- ✓ Publication of FCDO funding data in accordance with the International Aid Transparency Initiative (IATI)²
- ✓ Supply Partners shall adhere to HMG prompt payment policy and not use restrictive exclusivity agreements with sub-partners.

4. Environmental issues

Key Performance Indicators KPI 4 a – b

¹ <https://www.gov.uk/government/organisations/department-for-international-development/about#reporting-fraud>

² <http://www.aidtransparency.net/>

FCDO Supply Partners must be committed to high environmental standards, recognising that FCDO activities may change the way people use and rely on the environment, or may affect or be affected by environmental conditions. Supply Partners must demonstrate they have taken sufficient steps to protect the local environment and community they work in, and to identify environmental risks that are imminent, significant or could cause harm or reputational damage to the FCDO.

Commitment to environmental sustainability may be demonstrated by:

- ✓ Formal environmental safeguard policies in place;
- ✓ Publication of environmental performance reports on a regular basis
- ✓ Membership or signature of relevant environmental Codes, both directly and within the delivery chain such as conventions, standards or certification bodies (e.g. the Extractive Industries Transparency Initiative¹).

5. Terrorism and Security

Key Performance Indicators KPI 5 a – d

FCDO Supply Partners must implement due diligence processes to provide assurance that UK Government funding is not used in any way that contravenes the provisions of the Terrorism Act 2000, and any subsequent regulations pursuant to this Act.

FCDO Supply Partners must maintain high levels of data security in accordance with the Data Protection Act 1998 and any subsequent regulations pursuant to this Act, or new Act and with the General Data Protection Regulation (Directive 95/46/EC).

Specific requirements:

- ✓ Development and proof of application and embedding of a comprehensive Terrorism and Security Policy
- ✓ Development and proof of application and embedding of personal data processing processes within a Data Protection Policy
- ✓ FCDO Supply Partners must safeguard the integrity and security of their IT and mobile communications systems in line with the HMG Cyber Essentials Scheme². Award of the Cyber Essentials or Cyber Essential Plus badges would provide organisational evidence of meeting the UK Government-endorsed standard;
- ✓ All FCDO Supply Partners who manage aid programmes with a digital element must adhere to the global Principles for Digital Development³, which sets out best practice in technology-enabled programmes
- ✓ Ensure that FCDO funding is not linked to terrorist offences, terrorist activities or financing.

6. Safeguarding, Social Responsibility and Human Rights

Key Performance Indicators: KPI 6 a – d

Safeguarding, social responsibility and respect for human rights are central to FCDO's expectations of its Supply Partners. Supply Partners must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within complex delivery chain environments funded by FCDO. These practices include sexual exploitation, abuse and harassment; all forms of child abuse and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture or disability. Supply Partners must place an emphasis on the control of these and further unethical and illegal employment practices, such as modern day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid recipients. FCDO will expect a particular

¹ <https://eiti.org/>

² <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

³ <http://digitalprinciples.org/>

emphasis on the management of these issues in high risk fragile and conflict affected states (FCAS), with a focus on ensuring remedy and redress if things go wrong.

Specific requirements:

- ✓ Development and proof of application and embedding of a Safeguarding Policy;
- ✓ Delivery of Social Responsibility, Human Rights and Safeguarding training throughout the delivery chain;
- ✓ Compliance level 1 Supply Partners must be fully signed up to the UN Global Compact¹;
- ✓ Practices in line with the International Labour Organisation (ILO) 138² and the Ethical Trading Initiative (ETI) Base Code³ are to be encouraged throughout the delivery chain;
- ✓ Policies to embed good practice in line with the UN Global Compact Guiding Principles 1 & 2 on business and human rights throughout the delivery chain are required, as detailed in Annex 2;
- ✓ Compliance level 1 Supply Partners to submit a Statement of Compliance outlining how the organisation's business activities help to develop local markets and institutions and further how they contribute to social and environmental sustainability, whilst complying with international principles on Safeguarding and Human Rights labour and ethical employment, social inclusion and environmental protection;
- ✓ Overarching consideration given to building local capacity and promoting the involvement of people whose lives are affected by business decisions.

¹ <https://www.unglobalcompact.org/what-is-gc/mission/principles>

² http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138

³ <http://www.ethicaltrade.org/eti-base-code>

Compliance KPIs and contractual checking mechanisms - FCDO Contracts

Maintaining standards of assurance and driving sustainable improvements, in connection with the Code's principles through Supply Partner relationships is a key focus for the FCDO.

Supply Partner and delivery chain compliance checking processes will take place in accordance with the agreed compliance levels and the specific contractual clauses down the delivery chain, the FCDO shall undertake compliance checks.

Where appropriate, a plan setting out the Code of Conduct delivery methodology for the Supply Partner arrangements during the contract term may be jointly developed with the FCDO during Contract mobilisation.

Contract Checks and Compliance KPIs		KPI target	Specific Contractual link	Checking mechanism
i.	Declaration of acceptance of the FCDO Supply Partner Code of Conduct	Annual declaration submitted by contracted Supply Partner on behalf of delivery chain	Contract Terms and Conditions Clause 5.1 and Clause 7.7	Declaration of acceptance at the applicable level of compliance with each of the 6 sections received
ii.	Declaration of sign up to the UN Global Compact	Annual declaration submitted by the direct Supply Partner	Standard Selection Questionnaire (SSQ)	Declaration of applicable sign up / application received
1.	<u>VfM and Governance standards</u>			
a)	Economic and governance policies in practice	Annual updated documentation provided (copy of Policies with detailed annual financial breakdown relating to contract)	Terms and Conditions Clauses 13, 14 & 15	Annual contract review/programme management Audit checks Compliance checks
b)	VfM being maximised over the life of a contract 1. By confirmation of annual profit level fluctuations since tender submittal 2. by timely identification and resolution of issues 3. ensuring lessons learned are shared	Updated documentation submitted once annually	Contract T&Cs Clauses 15 & 20 Terms of Reference Terms of Reference	Compliance checks Annual contract review/programme management Compliance checks Annual contract review/programme management Compliance checks

c)	<u>Tax Declaration (HMRC format)</u> <ul style="list-style-type: none"> Tax the organisation paid on profits made in the last 3 years, and in which countries Compliance with relevant country level tax regulations fully understood and met 	Annually updated documentation submitted by contracted supplier and on behalf of delivery chain partners	Terms and Conditions Clauses 15, 23 & 24 Terms of reference	Annual return Compliance checks
2. a)	<u>Ethical Behaviour</u> Recruitment policy (which must address circumstances where there may be potential or actual conflict of interest)	Updated policy documentation submitted once annually by contracted supplier and on behalf of delivery chain partners	Terms and Conditions Clauses 6, 51 & 54	Annual return Compliance checks
b)	Ongoing conflict of interest, mitigation and management	As 2a. above	Terms and conditions Clause 54	Annual return Compliance checks
c)	Refresher ethical training and staff updates (including disclosure restrictions on FCDO confidential information)	Copy of training logs provided Delivery in accordance with training programme in place	Terms and conditions Clause 6, 29, 51 & 54	Annual return Compliance checks
d)	A workforce whistleblowing policy	Continuous workforce awareness maintained Policy in place	Terms and Conditions Clause 48	Annual return Compliance checks
e)	1. Procedures setting out how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance or any suspicions/allegations/concerns which relate to safeguarding to the Investigations Department at reportingconcerns@fcdo.gov.uk or on +44(0)1355 843747 2. Employees working on FCDO Contracts fully aware of the FCDO external website reporting concerns mailbox	Continuous awareness maintained Procedure in place Continuous awareness maintained	Terms and Conditions Clauses 6, 48 & 54 Terms and Conditions Clause 48	Annual return Compliance checks Annual return Compliance checks
f)	Declarations of direct or subcontractor staff members proposed to work on FCDO funded business if employed by FCDO or the Crown in the preceding two years Supply Partners and their subcontractors must provide proof of compliance with the	Details submitted as applicable	Terms and Conditions Clause 48 HMG business	Annual return Compliance checks Contract management

	HMG approval requirements under the business appointment rules		appointment rules	
3.	<u>Transparency and Delivery Chain Management</u>			
a)	IATI compliance for Supply Partner and their delivery chain Supply Partners	Updated documentation submitted once annually	Contract Terms and Conditions Clause 28	Tender evaluation Periodic spot checks Compliance checks
b)				
c)	Up to date and accurate records of all delivery chain Supply Partners	Updated documentation submitted in accordance with Clause 26.7	Contract Terms & conditions Clause 9 & 28 Tender submittal – delivery chain	Annual return Compliance checks Contract management
d)	Policies and practices for the management of delivery chain partners and affiliates aligned to the FCDO Supply Partner Code of Conduct	Updated documentation submitted annually	Contract Terms & conditions Clause 7	Contract management processes Periodic spot checks Compliance checks
e)	Tax evasion, bribery, corruption and fraud - statements of assurance provided	Updated documentation submitted once annually	Contract Terms and Conditions 23 & 24	Periodic and annual return spot checks Compliance checks
f)	All delivery chain partner employees working on FCDO Contracts fully aware of the FCDO reporting concerns mailbox	Updated documentation submitted once annually	Contract Terms & Conditions Clause 48	Periodic and annual return spot checks
	HMG prompt payment policy adhered to by all delivery chain partners	Updated documentation submitted once annually	Contract Terms & conditions 7	HMG spot checks Compliance checks Annual return
4.	<u>Environmental Issues</u>			
a)	1.Steps in place to identify environmental risks (e.g. by maintaining a risk register) Ensuring legislative requirements are being met 2. Formal context specific environmental safeguarding policies in place to ensure legislative requirements are being met	Updated documentation submitted once annually	Contract Terms & Conditions Clause 53 and ToRs	Contract management Periodic and annual return spot checks Compliance checks
b)	Published annual environmental performance reports <u>Net zero by 2050 tracking</u>	Updated documentation submitted once annually	Contracts ToRs	Periodic and annual return spot checks
5.	<u>Terrorism and Security</u>			
a)	Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing	Updated documentation submitted if and when changes	Standard Selection Questionnaire (SSQ)	Annual return Spot checks Compliance checks Annual contract review

		identified since tender submittal		
b)	Certification at or above the level set out in the tender submittal	Updated documentation submitted if changes identified since tender submittal	Standard Selection Questionnaire (SSQ)	Annual return Compliance checks
c)				
d)	Data managed in accordance with the FCDO Security Policy and systems in accordance with the HMG Cyber Essentials Scheme	Updated documentation submitted if changes identified since tender submittal	Contract T&Cs Clause 32 & 33	Compliance checks
	Best practice global Principles for Digital Development in place	Updated documentation submitted if changes identified since tender submittal	Terms of reference (TORs)	Annual contract review Compliance checks
6.	<u>Safeguarding, Social Responsibility and Human Rights</u>			
a)	Provision of a current internal document demonstrating good practice and assuring compliance with key legislation on international principles on labour and ethical employment	Confirmation of UN Global Compact Membership	Standard Selection Questionnaire	Tender evaluation Annual return Compliance checks
b)	Agreed level of measures in place and cascaded to assure the prevention of actual, attempted or threatened sexual exploitation or abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to FCDO funded work. Robust procedures for the reporting of suspected misconduct, illegal acts or failures to investigate in place	Updated documentation submitted once annually	Contract T&Cs Clause 50	Tender evaluation, Compliance checks
c)	Recognition of the ILO standards Membership of Ethical Trading Initiative (ETI)	Membership number		Compliance checks
d)	1.Principles cascaded to employees and delivery chain partners via an internal policy or written outline of good practice service delivery approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1 & 2	Updated documentation submitted annually Updated documentation submitted if and	Contract T&Cs Clause 50	Annual return Compliance checks Annual checks

	<p>2. Number and details of any organisational safeguarding allegations reported</p> <p>3. Level of commitment in relation to the Contract evident in delivery practices in line with the workplace and community guidance provided in the FCDO Supply Partner Code of Conduct Annex 2</p>	<p>when changes identified since tender submittal</p> <p>Updated documentation submitted annually</p>		<p>Compliance checks</p> <p>Tender evaluation</p> <p>Compliance checks</p>
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Contractual Annual Compliance Declaration

Prior to Contract Award and thereafter on an annual basis at the end of each financial year, the Supply Partner is required to submit a Compliance Declaration in connection with the management of any FCDO Contract in place and on behalf of their delivery chain partners. Supply Partners should be aware that spot check compliance monitoring will take place to verify responses.

Supply Partner Compliance Declaration**Key:****Contractual Requirement:**

X denotes full compliance 1 required

O denotes reduced compliance level 2, unless otherwise stipulated in contractual Terms of Reference

Compliance Level 1

Supply Partners with an individual contract value of £1m or above, or two or more contracts funded by FCDO with a combined value of £5m or above.

Compliance Level 2

Supply Partners with an individual contract value below £1m, or two or more contracts funded by FCDO with a value of less than £5m.

Compliance Level 3

Supply Partners with an individual contract value or component of a contract funded by FCDO with a value below threshold. At this level Supply Partners are required to adhere to the overarching Code principles and recognise, mitigate and manage risks but will not be monitored against the contractual KPIs.

KPI Compliance Area		Supply Partner Compliance Level		Commentary	CEO Signatory	Signature & date of signing
		1	2			
1.	<u>VfM and Governance standards</u>					
a)	Evidence of how economic and governance policies work in practice	X	O			
b)	VfM maximisation over contract life					
	1. Annual confirmation of % profit on contract	X	X			
	2. timely identification and resolution of issues	X	X			
	3. ensuring lessons learned are shared	X	O			
c)	<u>Tax Declaration (HMRC format)</u>					
	Comply with all tax requirements	X	X			
2.	<u>Ethical Behaviour</u>					
a)	Adherence to agreed conflict of interest management procedures	X	X			
b)	Evidence of workforce ethical training updates taking place	X	X			

c)	Confirmation of direct and delivery chain partner compliance with the HMG approval requirements under the Business Appointment Rules.	X	X			
d)	Confirmation and full evidence of awareness of an up to date workforce whistleblowing policy	X	X			
e)	Procedures in place and full evidence of awareness of how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance or any suspicions/allegations/concerns which relate to safeguarding to the Investigations Department (CFWU) at reportingconcerns@fcdo.gov.uk or on +44(0)1355 843747	X	X			
f)	HMG Business appointment rules followed - Conflict of Interest(COI) declarations made for direct or delivery chain staff members proposed to work on FCDO funded business if employed by FCDO or the Crown in the preceding two years.	X	X			
3.	<u>Transparency and Delivery Chain Management</u>					
a)	Supply Partner and delivery chain partners IATI compliant	X	O			
b)	Provision of up to date and accurate records of all delivery chain Supply Partners provided within the required frequencies, including annual contractual spend on SME's, women owned businesses and modern apprenticeships in place	X	O			
c)	Verification that policies and practices for the management of delivery chain Supply Partners are aligned to the FCDO Supply Partner Code of Conduct i.e. by demonstrating delivery chain governance arrangements in place	X	O			
d)	Assurance there has been no change to previous statements provided in relation to tax evasion, bribery, corruption and fraud	X	X			
e)	Confirmation that all delivery chain Supply Partners' employees working on FCDO Contracts are fully aware of the FCDO external website reporting concerns mailbox	X	X			
f)	Confirmation of adherence to HMG prompt payment policy with all their delivery chain Supply Partners	X	O			

4.	<u>Environmental Issues</u>					
a)	Environmental risks identified (e.g. by maintaining a risk register) with formal context specific environmental safeguarding policies in place	X	O			
b)	Annual published environmental performance reports Net zero by 2050 tracking in place	X	O			
5.	<u>Terrorism and Security</u>					
a)	Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing	X	X			
b)	No engaged employees or delivery chain partner personnel appears on the Home Office Prescribed Terrorist Organisations List	X	X			
c)	Data is managed in accordance with the FCDO security policy and systems are in accordance with the HMG cyber essentials scheme	X	X			
d)	Adherence to the best practice global principles for digital development	X	O			
6.	<u>Safeguarding, Social Responsibility and Human Rights</u>					
a)	Provision of a document demonstrating current organisational good practice and assuring compliance with key legislation on international principles on labour and ethical employment (to include Modern Day Slavery Act 2015 compliance detail)	X	O			
b)	Organisational procedures in place directly, and within the delivery chain: 1.To prevent actual, attempted or threatened sexual exploitation and abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to FCDO funded work 2.For reporting suspected misconduct, illegal acts or failures to investigate actual attempted or threatened sexual exploitation or abuse	X X	X X			
c)	Current membership of UN Global Compact Current membership of ETI	X O	O O			
d)	1.Evidence of cascade to employees of an internal policy or written outline of good practice service delivery approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1&2 demonstrating	X	O			

	an appropriate level of commitment in relation to the Contract					
	2.Numbers and details of organisational safeguarding allegations reported	X	X			
	3. Examples of delivery practice that demonstrate commitments in line with workplace and community in line with UN Global Compact Principles 1 & 2 (Annex 2)	X	O			

UN Global Compact – Human Rights

Principle 1: businesses should support and respect the protection of internationally proclaimed Human Rights

Principle 2: businesses should ensure they are not complicit in Human Rights abuse

Organisations should do this by giving attention to vulnerable groups including women, children, people with disabilities, indigenous groups, migrant workers and older people.

Organisations should comply with all laws, honouring international standards and giving particular consideration to high risk areas with weak governance.

Examples of how suppliers and partners should do this are set out below:

In the workplace

- by providing safe and healthy working conditions
- by guaranteeing freedom of association
- by ensuring non-discrimination in personnel practices
- by ensuring that they do not use directly or indirectly forced labour or child labour
- by providing access to basic health, education and housing for the workers and their families, if these are not provided elsewhere
- by having an affirmative action programme to hire victims of domestic violence
- by making reasonable accommodations for all employees' religious observance and practices

In the community

- by preventing the forcible displacement of individuals, groups or communities
- by working to protect the economic livelihood of local communities
- by contributing to the public debate. Companies interact with all levels of government in the countries where they operate. They therefore have the right and responsibility to express their views on matters that affect their operations, employees, customers and the communities of which they are a part
- through differential pricing or small product packages create new markets that also enable the poor to gain access to goods and services that they otherwise could not afford
- by fostering opportunities for girls to be educated to empower them and also helps a company to have a broader and more skilled pool of workers in the future, and
- perhaps most importantly, a successful business which provides decent work, produces quality goods or services that improve lives, especially for the poor or other vulnerable groups, is an important contribution to sustainable development, including human rights
- If companies use security services to protect their operations, they must ensure that existing international guidelines and standards for the use of force are respected

**ITT_6656 Volume 3:
Terms of Reference (TOR)**

**United Kingdom (UK) National Baseline Assessment (NBA)
of the Implementation of the
UN Guiding Principles on Business and Human Rights**

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Acronyms

BEIS	Department of Business, Energy & Industrial Strategy (Now replaced by DBT, DESNZ, and DSIT)
CV	Curriculum Vitae
DBT	Department for Business and Trade
DESNZ	Department for Energy Security and Net Zero
DSIT	Department for Science, Innovation, and Net Zero
FCDO	Foreign, Commonwealth and Development Office
FCO	Foreign and Commonwealth Office (Now replaced by the FCDO)
GDPR	General Data Protection Regulation
GBP	Great British Pound
HO	Home Office
HMG	His Majesty's Government
HRDD	Human Rights Due Diligence
HRC	Human Rights Council
NBA	National Baseline Assessment
NAP	National Action Plan on Business and Human Rights
OECD	The Organisation for Economic Co-operation and Development (OECD) Guidelines for Multinational Enterprises
SEAH	Sexual Exploitation, Abuse and Harassment
ToRs	Terms of Reference
UN	United Nations
UNGPs	United Nations Guiding Principles on Business and Human Rights
UK	United Kingdom

Introduction

1. The [UN Guiding Principles on Business and Human Rights](#) (UNGPs) were unanimously endorsed by the Human Rights Council (HRC) in 2011 and are widely regarded as the global standard for preventing and addressing the risk of adverse impacts on human rights involving business activity. Under the UNGPs, all business enterprises have a responsibility to respect human rights, and the process of human rights due diligence (HRDD) is a core expectation for businesses in fulfilling that responsibility. The UNGPs suggest States use a “smart mix” of legal and policy measures to protect against human rights abuses by businesses.
2. The UK was the first country to produce a [National Action Plan on Business and Human Rights](#) (NAP), to give effect to the UNGPs¹. The NAP was launched by the Foreign Secretary and Business Secretary in 2013. The NAP was last updated in 2016 to reflect changes in transparency legislation including the [Modern Slavery Act 2015](#).
3. Since 2016, the global business and human rights landscape has shifted. Legislation governing business impacts on human rights has increased, with mandatory human rights reporting, due diligence obligations, and other regulatory and legislative devices continuing to emerge across the globe. Increased consumer and investor awareness have further fuelled change, with businesses now facing legal, reputational and material risks for their human rights impacts. It is against this backdrop that a National Baseline Assessment (NBA) on the Implementation of the UNGPs, will provide the FCDO and other HMG Departments with an evidence base for legal, policy, and institutional options on business and human rights, and has the potential to identify further research and data collection needs.
4. Given the constitutional arrangements of the United Kingdom, and different jurisdictions which are operative within the UK, the UK Government will continue to engage with each of the devolved governments to ensure the NBA reflects UK wide arrangements and interests.

Objective

5. The NBA’s primary objective is to assess the current level of implementation of the UNGPs across the UK, by the UK government and UK businesses. The NBA must include an assessment of level of implementation for the three pillars of the UNGPs:
 - I. State Duty to Protect
 - II. Business Responsibility to Respect
 - III. Access to Remedy
6. The NBA must clearly identify measures taken by the UK Government that support business adherence with international and regional human rights standards, as well as steps taken that ensure access to remedy for victims. This will include analysis of policy,

¹ [UK first to launch action plan on business and human rights - GOV.UK \(www.gov.uk\)](#)

legislation and programming (including Overseas Development Assistance). The NBA must identify possible legal and policy gaps in current measures.

7. The NBA must assess to what extent UK businesses have committed to respecting human rights, including by carrying out voluntary Human Rights Due Diligence (HRDD), and participating in remediation processes. The NBA must also provide insight into the adverse human rights impacts caused or contributed to by UK businesses, both across the UK and overseas.
8. Where existing data is available, for each pillar, the NBA should include some level of comparative analysis between implementation across the UK and by other States and/or trading blocs.
9. The supplier may consider the implementation of other relevant business and human rights frameworks, including the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, as part of the NBA.

Scope

10. The NBA is a UK-wide assessment, meaning its findings must represent the constitutional and judicial arrangements of the UK. Devolved interests must be reflected in the NBA to ensure that businesses are clear of the landscape that they work within:
 - a) The assessment of the 'State Duty to Protect' applies to actions taken by the UK Government only. Policy and legislation introduced by the Devolved Governments may be referenced to outline the broader context and make clear the expectations of businesses in each jurisdiction, however, devolved policy and legislation is not in scope for the assessment.
 - b) The assessment of the 'Business Responsibility to Respect' applies to actions taken by all UK businesses. UK businesses are defined as any business enterprise² domiciled in a UK jurisdiction or territory. Business enterprises domiciled in England, Scotland, Wales and Northern Ireland are therefore in scope of the assessment.
 - c) The assessment of 'Access to Remedy' must be sensitive to the different jurisdictions which operate across the UK.

The FCDO and Devolved Governments will advise and support the supplier in representing devolved interests in the NBA.

11. The NBA must provide insight into the extent to which UK businesses respect human rights in their operations and supply chains, across the UK *and overseas*. The FCDO acknowledges that the NBA will not be able to capture all UK business activities overseas

² Business enterprises are not explicitly defined in the UNGPs. The supplier should consider whether the entity would be counted as a business in official government statistics, notably the Business Population Estimates, to determine if in scope.

and expects the supplier to propose appropriate methodology to provide a snapshot. At a minimum, it is expected the supplier will assess the extent which a representative group of UK businesses implement policies and processes, for example human rights' due diligence, in their operations and supply chains. The supplier may also include case studies in high-risk sectors and locations in the global supply chains of UK businesses, developed through engagement with affected rights-holders and upstream businesses and suppliers. Where possible, businesses human rights impacts should not be viewed in a vacuum, and their wider impacts on sustainable development must be considered. The Cross-Whitehall Steering Board will support identifying businesses, sectors and locations of focus.

12. The NBA must consider gender and equalities throughout the project delivery cycle and must give particular attention to the rights and needs of, as well as the challenges faced by, individuals from groups or populations that may be at heightened risk of becoming vulnerable or marginalized. This includes indigenous peoples, women, national or ethnic minorities, religious and linguistic minorities, children, persons with disabilities, migrant workers, and human rights defenders working on business-related issues.
13. The UNGPs refer to human rights abuses and adverse impacts on human rights by business enterprises. It is expected that the NBA will predominantly use the same terminology, however, the supplier may wish to consider where other terminology (for example responsible business conduct (RBC) and environmental, social and governance (ESG)) may be useful to support business engagement with the NBA.

Recipients

14. The FCDO will be the primary recipient of the services provided through this Contract. The findings of the NBA will also be relevant to other UK Government Departments who are responsible for Business and Human Rights policy and legislation, as well as policy officials in the Devolved Governments.

Outputs

Output One: Project Workplan

15. The supplier will produce a workplan for the Contract, which must include, but is not limited to:
 - A summary of methodological approach, including an overview of primary and secondary data sources to be used to inform the NBA.
 - An outline of, and timeline for, all planned activities to be undertaken to deliver Outputs 2-6.
 - A stakeholder engagement strategy, including clear plans for stakeholder consultations throughout the project lifecycle, and a list of stakeholders to be engaged.
 - Risk management strategy and risk register.

16. The workplan must be completed within 6 weeks of the Contract starting. The workplan must be sent to the Cross-Whitehall Steering Board for review, feedback and approval. A minimum of 2 weeks must be built into the project plan to account for this process.

Output Two: Presentation of Initial Findings

17. The supplier will present a summary of initial findings and key themes to a Cross-Whitehall Steering Board and Expert Advisory Group. The presentation will be hybrid (online and in-person) to allow for maximum attendance. A room will be provided within the FCDO (King Charles Street, London), to host the presentation.
18. This presentation must include an initial analysis of the implementation of the three pillars of the UNGPs, covering UK business operations across the UK and overseas, and a proposed structure for the NBA. The presentation must be informed by both desk-based and participatory research methods.
19. Analysis of implementation should include, at a minimum, the consideration of the following themes, covering UK business operations across the UK and overseas:
- Pillar One: State Duty to Protect
 - i. Laws and regulations on business and human rights
 - ii. Policies and guidance on business and human rights
 - iii. State-business nexus
 - iv. Conflict affected areas
 - v. Policy coherence
 - vi. Access to Remedy (Pillar Three)
 - Pillar Two: Business Responsibility to Respect
 - i. Business Governance and Policy Commitments
 - ii. Embedding Respect and Human Rights Due Diligence
 - iii. Access to Remedy and Grievance Mechanisms (Pillar Three)
20. Any written content to be included in the presentation (draft report, slides, etc.) must be sent to the Modern Slavery and Business and Human Rights Team for review, feedback and approval. A minimum of 2 weeks must be built into the project plan to account for this process.

Output Three: Draft Report

21. The supplier will produce a Draft Report which includes key findings and themes. The Draft Report will incorporate comments and feedback from the Cross-Whitehall Steering Board and the Expert Advisory Group (Output Two). The Draft Report will be used to gain feedback during the stakeholder review of findings (Output Four).
22. The structure and content of the Draft Report will be informed by the research findings, however, at a minimum, the report will include the following sections:
- Introduction

- Methodology Summary
- Summary of Key Findings:
 - i. Pillar One: Government Duty to Protect
 - ii. Pillar Two: Business Responsibility to Respect
 - iii. [Pillar Three: Access to Remedy] – *Can be woven into the sections for the first two pillars*

23. The Draft Report will be written in English, with a minimum font size Arial 12.

24. Prior to initiating the stakeholder review of findings (Output Four), the Draft Report must be sent to the Cross-Whitehall Steering Board for review, feedback and approval. A minimum of 2 weeks must be built into the project plan to account for this process.

Output Four: Stakeholder Review of Findings

25. The supplier will host consultations with stakeholders to gain feedback on the findings included in the Draft Report.

26. Key stakeholder groups to engage with are listed in the 'Methodology' section of the Terms of Reference. The Cross-Whitehall Steering Board and Expert Advisory Group will support the supplier in identifying stakeholders for the consultations, and making connections where needed.

27. The stakeholder consultations will include both in-person and online events, as well as the provision of opportunities for written and anonymised feedback, to ensure maximum participation.

Output Five: National Baseline Assessment

28. The supplier will produce a consolidated National Baseline Assessment, which includes an assessment of the implementation of the three pillars of the UNGPs, covering UK business operations across the UK and overseas.

29. The structure and content of the NBA will be informed by the research findings, however, at a minimum, the NBA will include the following sections:

- Executive Summary
- Introduction
- Methodology Overview
- Key Findings:
 - i. Pillar One: Government Duty to Protect
 - ii. Pillar Two: Business Responsibility to Respect
 - iii. [Pillar Three: Access to Remedy] – *Can be woven into the sections for the first two pillars*
- Conclusion

30. The NBA must be written in English, with a minimum font size Arial 12. FCDO branding should be incorporated into the NBA. Other design decisions (colours, fonts, etc.) will be made at the discretion of the supplier, in agreement with FCDOs PRO. Information should be presented in suitable formats, including graphs and tables where necessary.
31. Prior to finalisation, a draft NBA must be sent to the Cross-Whitehall Steering Board and Expert Advisory Group for review, feedback and approval. A minimum of 2 weeks must be built into the project plan to account for this process.

Output Six: Presentation of Findings and Discussion of Options for Addressing Gaps in Implementation

32. The supplier will deliver a final presentation of findings to the Cross-Whitehall Steering Board, and other relevant HMG officials, and facilitate a discussion around options for addressing gaps in implementation of the UNGPs. The presentation will allow for officials to ask questions about the findings set out in the NBA, as well as to discuss options for addressing gaps that the supplier has identified. The presentation will be hybrid (online and in person) to allow for maximum attendance. The FCDO will provide a room within the FCDO (King Charles Street, London), to host the presentation.
33. Any written content to be included in the presentation (draft report, slides, etc.) must be sent to the Modern Slavery and Business and Human Rights Team for review, feedback and approval. A minimum of 2 weeks must be built into the project plan to account for this process.

Methodology

34. The NBA must be informed by both quantitative and qualitative research:
 - I. Quantitative methods may include surveys to generate new data or, where resources are scarce or reliable data already exists, to extract secondary data.
 - II. Qualitative methods may include interviews, focus groups, and surveys, to gather complementary information about values, opinions, behaviour, and context, such as social and cultural factors.
35. The supplier must use, or be informed by, established guidance and tools developed by UN Office of the High Commissioner, the UN Working Group on Business and Human Rights, and the Danish Institute for Human Rights. For example, the [2023 Danish Institute for Human Rights National Baseline Tool](#) to assess the implementation of Pillars 1 and 3 (Government Duty to Protect and Access to Remedy), and the [Corporate Human Rights Benchmark](#) to assess the implementation of Pillar 2 (Business responsibility to respect).
36. The NBA must include desk-based research methods, including analysis of existing policy, programming and legislation. Where needed, the Cross-Whitehall Steering Board will help in signposting to relevant documentation. Existing UNGP-related reviews and action plans will also be relevant, for example, the UK's existing [National Action Plan on Business and Human Rights](#), or [Scotland's National Baseline Assessment on Business and Human Rights](#).

37. The NBA must include participatory research methods, including engagement with relevant stakeholders, including but not limited to: Government Departments, Regulatory and Enforcement Agencies, Human Rights Institutions, Businesses, Trade Unions, Civil Society Organisations (including representative groups), Academia, International Organisations and, where appropriate, specific groups or populations that may be at heightened risk of becoming vulnerable or marginalized, as identified in the UNGPs.
38. Stakeholders must be engaged in the research itself, as well as the review of findings. The Cross-Whitehall Steering Board and Expert Advisory Group will support the supplier in identifying stakeholders for both activities:
 - a) UK businesses must be consulted as part of the stakeholder engagement strategy. This must include a representative mix of UK businesses of different sizes (including micro-, small-, medium-, and multinational- businesses), sectors, and jurisdictions. The approach to engaging with businesses may include consultation with businesses federations and associations, and other methods proposed by the supplier.
 - b) Survivors and People with Lived Experience of Business-Related Human Rights Abuses must be consulted as part of the stakeholder engagement strategy. Engagement must be survivor-centred, trauma-informed and prevent harm. The approach to considering impacts on broader marginalised and at-risk rights holders may include direct engagement, consultation with representative groups, or other methods proposed by the supplier.
39. Stakeholders must be included from England, Scotland, Wales and Northern Ireland to ensure that the findings represent a UK-wide perspective.
40. The points set out above are minimum requirements. Suppliers are invited to present their own methodological approach within their proposal.

Governance and Management

41. The supplier's main point of contact for the project will be the FCDO Modern Slavery and Business and Human Rights Team. The supplier will meet with the team once a month for check-ins on progress and to discuss agenda for Cross-Whitehall Steering Board meetings. Further ad-hoc meetings can be arranged as needed.
42. The FCDO Modern Slavery and Business and Human Rights Team will establish a Cross-Whitehall Steering Board to support the delivery of the NBA and create a two-way flow of information. The supplier will meet with the Cross-Whitehall Steering Board once a month, to report on progress, and to gain input and advice on delivery and content. The Cross-Whitehall Steering Board will include HMG officials from relevant Government Departments, including the Department for Business and Trade (DBT) and the Home Office (HO). HMG policy experts from other Government Departments will be invited to join the Steering Board on an ad-hoc basis, should their input be required. Officials from the Devolved Governments will also be invited to join the Steering Board. The Terms of Reference for the Cross-Whitehall Steering Board will outline protocol for managing differing views and opinions between departments. Frequency of meetings can be reviewed and increased if needed.

43. In an initial meeting with the Cross-Whitehall Steering Board, the supplier will be given the opportunity to ask questions to develop and clarify their understanding of the need and objectives for the NBA, including how it is intended to be used by UK and Devolved Government officials
44. The supplier will involve the Cross-Whitehall Steering Board in the design and delivery of the NBA. At a minimum, the supplier will be expected to:
- Consult the Steering Board on the finalisation of the workplan (Output 1) and work collaboratively on the delivery of activities, including stakeholder consultations.
 - Engage with the Steering Board on the development of the structure and content of the NBA, to ensure the NBA meets agreed requirements.
 - Give the Steering Board opportunity to provide feedback on all drafts, and to review the NBA (Output 5) before finalisation.
 - Include the Steering Board in the presentation of findings (Output 6), answering any questions they may have to support them to apply the findings of the research into their decision-making.
45. The supplier is welcome to propose and explore further means of involving the Cross-Whitehall Steering Board in the design and development of the research. The supplier is encouraged to identify and involve other relevant government officials in the NBA.
46. An Expert Advisory Group will be set up to support the supplier and the Cross-Whitehall Steering Group in the design and delivery of the NBA. The makeup of this group will be agreed by the supplier and the Cross-Whitehall Steering Group but will include representation from across the stakeholder groups. The Terms of Reference for the Expert Advisory Group will outline further roles and responsibilities, and level of input.
47. The findings of the NBA will not commit the UK or Devolved Governments to any course of action. Officials will use the findings of the NBA to inform policy thinking and any subsequent advice to Ministers. Once complete, the NBA will be published on the gov.uk website, but will include a disclaimer that it represents the views of the supplier, not the UK or Devolved Governments.

Contract, Budget and Duration

48. The Contract is for 12 months commencing 9 December 2024 and ending 9 December 2025. A no-cost time extension of up to 3 months is available, dependent on any delays that take place to the delivery of the NBA.
49. The maximum budget available for this Contract will be up-to £139,000 (One Hundred and Thirty-Nine Thousand GBP) (inclusive of ALL applicable taxes). It is the supplier responsibility to understand their own tax liability.

Performance Monitoring and Reporting

50. The FCDO will monitor the performance of the supplier throughout the duration of the Contract.
51. Once a quarter, the supplier will provide the FCDO with written narrative and financial reporting, using templates provided by FCDO. If the Modern Slavery and Business and

Human Rights Team have follow-up questions on reporting, these will be asked during the subsequent monthly check-in meeting.

52. At the end of the Contract, the supplier will provide the FCDO with an end of project report, using templates provided by FCDO.
53. The Contract outputs will be monitored against the following Key Performance Indicator (KPI). In the event of repeated poor-quality outputs, performance action may be taken.

KPI 1 Quality

Quality delivery of outputs – Delivered in accordance the criteria set-out in the Output section (para 15 – para 33)

Contract Management and Payment

54. Payments will be made quarterly in arrears, using an output-based milestone payment process, for the duration on the Contract.
55. Milestones will be as follows:

Milestone	Deliverables
1	Output 1: Project Workplan (Within 6 weeks of Contract Start)
2	Output 2: Presentation of Initial Findings
	Output 3: Draft Report
3	Output 4: Stakeholder Review of Findings
4	Output 5: National Baseline Assessment
	Output 6: Presentation of Findings and Discussion of Options for Addressing Gaps in Implementation
	End of Project Report (For Monitoring, Evaluation and Learning Purposes)

56. Payment will be made quarterly on completion and acceptance by the FCDO Modern Slavery and Business and Human Rights Team of the each of the milestones. For each output, the supplier must give the team a minimum of 2 weeks to provide feedback on drafts, before final versions are submitted for acceptance.
57. The anticipated timescales for delivery of each milestone must be set out by the supplier in the project workplan.

Risk

58. This project's risk falls within FCDO's overarching receptive risk appetite for Policy and Programme Delivery risk.
59. The supplier will be required to include a risk management strategy in the form of a risk register within the workplan. This should include a robust approach to appraising and management of risks associated with the delivery of the NBA. Key areas of risk the supplier will be expected to consider are as follows: Delivery, Financial, Safeguarding, and Reputational. This list is not exhaustive.

Safeguarding

60. The Supplier is expected to uphold the principle of 'do no harm' throughout all activities. The project will adhere to FCDO's safeguarding standards (as set out in the enhanced [Due Diligence Assessment Guidance](#)) that cover partner policies and processes on safeguarding, whistleblowing, human resources, risk management, codes of conduct and governance.
61. There must be protection from violence, exploitation, and abuse through involvement, directly or indirectly, in place for all FCDO programmes. This includes sexual exploitation, abuse and harassment, but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.
62. The Supplier must provide adequate assurance that they have appropriate policies and procedures in place to expressly prohibit and prevent sexual exploitation, abuse and harassment (SEAH), as well as appropriate procedures on to receive and address reports of such acts.

Exit Management

63. At the end of the Contract, the Supplier will provide the FCDO with an end of project report, using templates provided by FCDO.

Appendix A: of the 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 the following Personal Data:</p> <ul style="list-style-type: none"> • Personal Data associated with staffing a recruitment for respective organisations <p>2) FCDO is the Controller, and the Supplier is the Processor in accordance with Clause 33 (Section 2 of the Contract) of the following Personal Data:</p> <ul style="list-style-type: none"> • Personal Data associate with beneficiaries of the programme <p>3) For the avoidance of doubt the Supplier shall provide anonymised data sets for the purposes of reporting on this project and so FCDO shall not be a Processor in respect of Personal Data.</p>
Subject matter of the processing	The NBA's primary objective is to assess the current level of implementation of the UNGPs and other relevant business and human rights frameworks by the UK Government and UK businesses.
Duration of the processing	Data processing will be required through the duration of the project.
Nature and purposes of the processing	The nature of processing will involve collection, recording, organising, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available alignment or combination, restriction, erasure or destruction of data.

	The purposes are for processing, assessment, review, monitoring, learning, audit and evaluation.
Type of Personal Data [and Special Categories of Personal Data]	<p>Primary data is that which is collected directly from the subject (e.g. supplier directly interviewing stakeholders). Secondary data is that where the data on the subject is obtained from another party (e.g. existing policy, legislation, and research).</p> <p>The type of personal data including the Controller and Processor of each type are listed below.</p> <ul style="list-style-type: none"> • Primary data obtained by the Supplier from stakeholders during research or findings review • Secondary data obtained by Supplier from independent sources (e.g. Government, Civil Society Organisations, Academia, etc. <p>The data to be processed may include the following personal sensitive information:</p> <ul style="list-style-type: none"> • Racial, ethnic or clan affiliation • Political opinions • Gender or sexual orientation • Religious beliefs or other beliefs of a similar nature • Physical or mental health condition • Commission or alleged commission of any offence or any proceedings for any offence committed or alleged to have been committed by the individual.

Section 4

SPECIAL CONDITIONS

1. Party Contacts

FCDO

1.1 The Contract Officer is:
[REDACTED]
Foreign, Commonwealth and Development Office

1.2 The Project Officer is:
[REDACTED]
Foreign, Commonwealth and Development Office

Supplier

1.3 The Contract Officer is:
[REDACTED]
E-mail: [REDACTED]
Telephone: [REDACTED]

2. Additional Documents to be included in this Contract

The following documents are included in and form part of the Contract in addition to Sections 1-5 inclusive:
N/A

3. Key Personnel

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

- [REDACTED]

5. Reports

The Supplier is required to submit project reports to the Recipient through the Project Officer at the address shown in Clause 1.2 of Section 4 in accordance with the Terms of Reference at Section 3 or as provided for below.

- Output Three: Draft Report
- Financial Report
- End of Project Report

6. Intellectual Property Rights (IPRs)

The following clause is an addition to the FCDO Standard Terms and Conditions Below Threshold Service Contracts version 3 July 2024 Clause 22 -

FCDO [also] grants the supplier a non-exclusive, perpetual, royalty-free, irrevocable, worldwide licence to project specific IPRs created under this Contract for research and teaching purposes. The supplier shall also have a right to publish material for academic purposes subject to FCDO's prior consent, and consent shall not be unreasonably withheld or delayed.

Section 5

SCHEDULE OF PRICES

1. 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 Section 2, paragraph 19 Payment and Invoicing Instructions, 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.

	COST £
Total Fees (A)	
Total Project Expenses (B)	
Sub Total	
Government Tax (e.g. x% of £)	
TOTAL	



Part B: Technical Proposal

B1. Technical proposal

Contents

Part B: Technical Proposal 1

B1. Technical proposal..... 1

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T1 Team structure and expertise: quality and capacity of the proposed team

The project team represents a unique combination of specialist expertise and skills in business and human rights, with demonstrable experience carrying out policy research and engaging constructively with governmental, non-governmental, and private sector stakeholders, as well as people with lived experience. The team has strong leadership, project management, financial and risk management skills, evidenced through excellent track records in successful project delivery across a large number of studies. Collectively, the proposed core personnel for the performance of this project have successfully delivered **56 funded research projects** and produced **176 substantive research outputs**, including 56 peer-reviewed academic publications, 67 policy reports, 41 expert evidence submissions, and 31 policy briefings.

Key Rights Lab personnel on this study include the project lead, [REDACTED], with Project Co-Leads [REDACTED]. Additional staff from the Rights Lab's team of 80+ modern slavery researchers from 17 different disciplines may also be engaged flexibly across the life of the project, according to evolving project needs. All members of the proposed team (and more widely all Rights Lab personnel) are fluent in English.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

T2 Methodology for collecting data and monitoring results approach

Project aims, objectives and research questions

This study will assess the current level of implementation of the United Nations Guiding Principles on Business and Human Rights (UNGPs) across the UK, by the UK government and UK businesses. This will include an assessment of implementation for each of the three pillars of the UNGPs: state duty to protect; business responsibility to respect; and access to remedy. To achieve this overarching aim, the project will seek to answer six core research questions:

- (1) What measures have been taken by the UK Government to support business adherence with international and regional human rights standards?
- (2) What measures have been taken by the UK Government to ensure access to remedy for victims of human rights violations?
- (3) What are the gaps in current legal and policy frameworks adopted by the UK government, as well as government programming, to support business adherence to human rights standards and ensure access to remedy for victims?
- (4) To what extent have UK businesses committed to respecting human rights, including by carrying out human rights due diligence and participating in remediation processes?
- (5) What adverse human rights impacts have been caused, or contributed to, by UK businesses across the UK and overseas?
- (6) What lessons can be learned from comparative analysis of implementation of the UNGPs by other States and trading blocs and other relevant business and human rights frameworks?

Research approach

This study adopts a mixed-methods approach combining quantitative and qualitative data from existing sources with primary data collection through interviews, surveys, focus groups, and participatory workshops. Methods will be applied to analysis of each of the UNGP pillars in an integrated manner, with each method generating data and findings for multiple pillars (see Table 1). Evaluation of UK UNGP implementation broadly (covering all pillars and adverse human rights impacts associated with UK businesses) will be supplemented through three in-depth case studies tied to high-risk sectors and geographies.

Table 1. Summary of research methods and application to analysis of UNGP pillars

Research method	State duty to protect	Business responsibility to respect	Access to remedy
Systematic evidence review (SER)			
Law and policy review (LPR)			
Systematic analysis of NCP complaints (SANCP)			
Secondary data analysis (SDA)			
Key informant interviews (KIIs)			
Key informant survey (KIS)			
Mixed-methods case studies (MCS)			
Affected population focus groups (FGDs)			
Participatory stakeholder consultation (PSC)			

The UNGPs provide touchstone framing for the study, as do guidance documents for their implementation such as the UN Working Group's [Guidance on National Action Plans](#) and UNGP [Reporting Framework with Implementation Guidance](#). The approach outlined has been informed by established guidance and tools related to assessing UNGP implementation, as well as published National Baseline Assessments.¹ For instance, the ten thematic domains and related questions set out in The DIHR [National Baseline Tool on Business and Human Rights](#) (NBT-BHR) for assessment of UNGP pillars one and three, will be systematically addressed through the SER, LPR, KIIs, KIS, PWs, and MCS. Indicators set out in the WBA [Corporate Human Rights Benchmark](#) (CHRB) for assessment of UNGP pillar two are evaluated through the SER, SDA, KIIs, KIS, FGDs, PWs, and MMCS. Indicators will also be drawn from sector and rightsholder specific tools, such as those developed for the [tech sector](#), [private security](#), [extractives](#), [children's rights](#), and [human rights defenders](#). While these tools provide a foundation for the research inquiry, the proposed methods build from these metrics, establishing and analysing additional variables relevant to implementation.

Systematic evidence review (SER)

Our SER will map the body of existing academic and non-academic evidence on UNGP implementation in the UK, covering all three UNGP pillars. The SER will comprehensively examine academic and grey literature and media reports on UNGP implementation in the UK, as well as scoping evidence on

¹ In 2023, the Danish Institute for Human Rights published a [review](#) identifying 31 National Baseline Assessments that had been conducted in 30 States around the world (including Scotland). Regional assessments of UNGP implementation have also been conducted on [Africa](#), [non-EU countries](#), and [Europe and Central Asia](#). This study also builds on the [2016 review](#) of the implementation of the UNGPs in the UK.

implementation in other countries and trading blocs and of other comparable frameworks (such as the [OECD Guidelines for Multinational Enterprises](#)). The review will establish the existing evidence base and identify gaps to be addressed in data collection. The SER will also inform finalisation of survey and interview questionnaires and facilitate preliminary mapping of adverse human rights impacts.

Our four-stage SER process—(1) data collection; (2) initial review and screening; (3) full review and analysis; (4) synthesis and reporting—enables wide coverage of evidence for a comprehensive approach, while narrowing sources to ensure close consideration of the most relevant material. The evidence base includes sources from a range of disciplines deploying a variety of methods. The SER will therefore adapt a combination of established approaches to respond to the specific questions under consideration, delivering a mixed research synthesis with an integrated design.² Clear and comprehensive search protocols will be established in the inception phase, setting out parameters for review, key search terms, target sources and databases, and procedures for consultation with key network contacts to identify additional and unpublished sources. SER activities will be recorded in the Rights Lab's Systematic Review Search Protocol template, which tracks sources, terms harvested, search pathways, search results, and exclusion/inclusion decisions. The project team will collect and review literature, relevant official documents, and data through a combination of manual, database, reference, and network searches. This approach provides a clear map of existing evidence, as well as ensuring transparency and enabling project monitoring and evaluation.

SER will generate: (1) evidence map on UK UNGP implementation; (2) preliminary mapping of adverse human rights impacts associated with UK businesses; (3) preliminary mapping of recommendations for UNGP implementation; (4) supplementary mapping of UK laws, policies, and programming.

Law and policy review (LPR)

We will conduct in-depth doctrinal and comparative analysis of law and policy frameworks relevant to the UK UNGP implementation. Using the [NBT-BHR](#) as a touchstone, we will map UK legal, regulatory, and policy frameworks, as well as government programming, across the NBT-BHR's ten thematic domains. We will further examine additional legal and policy domains not covered in the NBT-BHR to provide a more robust assessment of the state of UK implementation. For instance, legal and policy frameworks governing bribery and anti-corruption, specific human rights not addressed in the tool (such as freedom of expression), and relevant rights domains for the protection of specific vulnerable populations (e.g. persons with disabilities, ethnic minorities). This ensures the project substantively engages with gender and equalities considerations and the challenges faced by individuals from groups or populations that may be at heightened risk.

To map and analyse UNGP implementation provisions in context, we will conduct multi-level doctrinal and comparative law and policy analysis encompassing relevant: national legal and regulatory frameworks; national institutions and actors; sub-national frameworks and actors; regional frameworks and bilateral agreements; international commitments and obligations; international instruments, frameworks, and standards providing guidance for best practice; and approaches in other countries and trading blocs.

In relation to international trade and investment agreements (NBT-BHR 5.3), the project capitalises on the existing mixed methods database of UK trade and investment agreements developed by Rights Lab. This database allows us to assess the nature, extent, and scope of consideration of human rights concerns in trade agreements and bilateral investment treaties (BITs) adopted by the UK.³ It includes qualitative and quantitative coding of 44 trade agreements⁴ and 14 BITs adopted by the UK, and will be expanded to include all 110 BITs to which the UK is party included in the [UN Trade and Development Investment Policy Hub](#) database. This will deliver a rigorous, comprehensive review of human rights considerations in UK trade and investment agreements taking advantage of existing proprietary data (and thus minimising cost).

The Rights Lab is currently conducting a comprehensive mapping of existing human rights due diligence laws globally, evaluating the dynamic global landscape. Over the next few years, companies based in markets collectively accounting for over half of global GDP will be subject to formal requirements to assess, report on, or mitigate human rights issues within their operations and supply chains. Standards applicable in other countries are relevant for consideration of UK UNGP implementation moving forward and consequential for UK businesses. The project team will therefore draw on this new Rights Lab database of due diligence laws globally to provide comparative insights for the NBA, identifying and summarising global corporate legislative requirements against the UNGP due diligence guidance and assessing alignment and divergence between standards applicable to UK businesses and those operating in other markets.

LPR will generate: (1) a law and policy compendium outlining frameworks relevant for UNGP implementation; (2) a database of law and policy frameworks relevant for UNGP implementation

² Sandelowski et al, 'Defining and Designing Mixed Research Synthesis Studies' (2006) 13(1) *Res Sch.* 29.

³ For preliminary analysis of this database with regard to UK-Indo-Pacific agreements, see Masiko et al, 'Harnessing UK Trade and Investment to Address Indo-Pacific Modern Slavery Risk' (MS-PEC, 2024).

⁴ This is currently comprehensive, covering all 38 trade agreements to which the UK is party listed in the [ILO Labour Provisions in Trade Agreements Hub](#) as well as six additional instruments identified in the study.

categorically coded against standardised indicators; (3) an updated human rights in UK trade and investment agreements database; (4) a comparative review of global due diligence standards.

Systematic analysis of NCP complaints (SANCP)

Systematic analysis of complaints to National Contact Points (NCPs) established in line with the [OECD Guidelines for Multinational Enterprises on Responsible Business Conduct](#) will provide empirically grounded insights into measures taken by the UK Government to support business adherence to international human rights standards, including steps taken to ensure access to remedy for victims. It will further provide insights on the UK response compared against other countries. NCPs are central for mobilisation and implementation of the OECD Guidelines, and relevant for UNGP implementation. These state-based, non-judicial grievance mechanisms seek to resolve complaints relating to alleged breaches of the Guidelines. They may offer 'good offices' or provide mediation or conciliation to disputants to resolve issues raised and possess an extensive array of powers enabling them to exert influence over parties and, in turn, eventual outcomes of complaints.

The OECD's [Database of specific instances](#) provides source data for the SANCP. Maintained by the OECD NCP Secretariat, this comprises details of over 650 specific instances handled by NCPs since 2000. 311 complaints have been made to NCPs regarding alleged infringement of the 'Human Rights' chapter of the Guidelines, with the UK NCP handling 23 of these. The UK NCP's approach to initial assessment of complaints through to their conclusion and potential resolution will be analysed to elucidate its relative success in facilitating remedies for victims. This will be contrasted with the approaches taken by NCPs for the Netherlands, Brazil, the United States, and Australia, which handled 23, 21, 21 and 17 complaints respectively. These NCPs handled large numbers of complaints, enabling them to gain valuable experience. Further, they evidence divergent approaches to the handling of the good offices process and the powers they are willing to utilise to enhance the prospect of a remedy being made available to victims.

After close reading of the documents relating to all 88 specific instances, an empirical data set will identify the following (categorical coding): parties; notifier; lead NCP; nature of complaint; duration of proceedings; technique used; whether the NCP acted as mediator or independent mediator; whether party/parties chose not to participate in good offices; whether a party/parties chose to withdraw from good offices; outcome; recommendations provided; follow-up. Details of recommendations issued by NCPs will be collated and coded, so too will discussion pertaining to mediated agreements, including their particulars (if known), and the issuance of recommendations (and follow up on these by the NCP), and determinations.

SANCP will generate: (1) an empirical database of NCP complaints related to human rights and associated quantitative analysis; (2) qualitative analysis of UK and comparator NCP complaints on human rights.

Secondary data analysis (SDA) – public and proprietary datasets

Extant data sources identified in the SER and proprietary datasets developed within the Rights Lab will be collated and processed to provide key measures of UNGP implementation against standardised indicators.⁵ SDA will also provide a benchmark of UK performance against other countries and map key human rights risks in third countries relevant for UK businesses.⁶ The 55,939 Modern Slavery Statements published on the [government registry](#) will be a particular point of focus, with SDA assessing private sector performance in meeting their obligations under section 54 of the Modern Slavery Act in light of the standards set out in the UNGPs. Wherever possible, existing data sources will be processed, analysed, and reported against standardised indicators to minimise the number of indicators for which primary data is required. This is also beneficial for ongoing monitoring of UNGP implementation, as many of these data sources involve ongoing reporting and can therefore be engaged to measure change without additional primary data collection.

Comparative analysis of performance of companies headquartered in the UK compared with other jurisdictions in existing corporate benchmarks will provide a measure of performance relative to other countries and trading blocs.⁷ This analysis will be enhanced through the generation of risk profiles using the Rights Lab's proprietary modern slavery risk model. These profiles will encompass risk scores for country and industry contexts, enabling a comprehensive evaluation of the risk environment in conjunction with the benchmark performances of UK-based companies compared to their non-UK counterparts.

⁵ For instance, assessments of compliance with pillar two include the [Corporate Human Rights Benchmark](#), [Social Transformation Baseline Assessment](#), [KnowTheChain Benchmark](#), [Corporate Equality Index](#), [Company Dashboards and Renewable Energy and Human Rights Benchmark](#), [Business and Human Rights Index](#), [BankTrack Human Rights Benchmark](#), [Behind the Brands Company Scorecard](#), [Corporate Accountability Index](#), [Big Tech Scorecard](#), and [State of Children's Rights and Business](#), [Tech and Telecom](#) and [Food, Beverage and Personal Care](#) benchmarks.

⁶ A wide range of international indexes provide indicators of human rights risks, for instance the Rights Lab's [Antislavery in Domestic Legislation](#), [Making Xinjiang Sanctions Work databases](#), and the [Universal Human Rights Index](#), [Global Freedom](#) index, [Human Freedom Index](#), [Freedom Barometer](#), [Fragile States Index](#), [Corruption Perceptions Index](#), [Political Terror Scale](#), and [Social Institutions and Gender Index](#).

⁷ See above n 5 for relevant benchmarks.

The Rights Lab modern slavery risk model represents a comprehensive risk assessment solution developed by the Rights Lab, based on over six years of rigorous research. This model integrates and assigns weights to an extensive array of global datasets, including proprietary data from the Rights Lab, to serve as indicators of modern slavery risk. These indicators span various categories such as business, industry, and country, and are applicable to both operational activities and broader supply chains. While the model focuses on modern slavery risk, it is designed to cover wider, intersecting issues that are indicators for broader human rights challenges in both country and industry contexts, such as gender, migration, poverty, justice and climate impacts. Within this study, the Rights Lab can provide risk data for country and industry lists, along with indicators from the underlying metric set data, for internal use by the FCDO.

SDA will generate: (1) preliminary dataset of key UNGP implementation metrics for which data is available; (2) synthesised secondary dataset tracking UK business performance in comparative perspective; (3) synthesised secondary dataset mapping human rights risk and connections to UK markets globally; (4) confidential country and industry risk mapping for internal use by FCDO.

Key informant interviews (KIs)

Semi-structured KIs will be conducted with stakeholders working within, and in connection with, UNGP implementation in the UK and compliance by UK businesses. This will include representatives from Government Departments, Regulatory and Enforcement Agencies, Human Rights Institutions, Businesses, Trade Unions, Civil Society Organisations (including representative groups), Academia, International Organisations and, where appropriate, representatives of groups or populations that may be at heightened risk of becoming vulnerable or marginalised, as identified in the UNGPs. Purposive sampling based on an extensive stakeholder mapping conducted in the project inception phase will ensure an appropriate distribution of respondents across the different target groups and locations (including actors operating in the devolved administrations). KI data collection will work towards a preliminary target of 50 respondents. Additional snowball sampling may be utilised to augment purposive sampling from stakeholder mapping if a particular stakeholder group, agency, or devolved administration is underrepresented in the sample.

Working from a single core framework, interview questions will be adapted to each respective stakeholder group to capture the different expertise and positionality of respondents. A common core framework enables comparison of perspectives between different groups, while tailored questions ensure that relevant and specialised expertise is gathered. Core questions will focus on UNGP performance in the UK broadly, considering both strengths and shortcomings in the fulfilment of the state duty to protect, business responsibility to respect, and access to remedy. Respondents—who will also complete the key informant survey—will further be invited to expand on, and explain, their responses to assessment questions in the survey. This will provide nuance and context for their assessment and provide insights on future priorities.

Interviews will be transcribed for thematic analysis⁸ using NVivo qualitative analysis software. A mixed-deductive-inductive approach will build from an initial coding matrix established *a priori* to reflect the study's standardised indicators and core research questions (deductive). This will be supplemented by additional codes emerging from responses in the course of analysis (inductive). This approach ensures analysis captures the central questions of the research, while also leaving space for new and unexpected themes to emerge. Transcripts will be classified according to stakeholder type to support comparative analysis of perceptions of UNGP implementation across different participant groups.

KIs will generate: (1) corpus of interview response transcripts from a range of key stakeholders (n=50); (2) a finalised deductive-inductive coding matrix; (3) qualitative thematic database of interview responses; (4) quantitative thematic database of interview responses.

Key informant survey (KIS)

A questionnaire will be developed and distributed to key informants in Government Departments, Regulatory and Enforcement Agencies, Human Rights Institutions, Businesses, Trade Unions, Civil Society Organisations (including representative groups), Academia, International Organisations and, where appropriate, representatives of specific groups or populations that may be at heightened risk of becoming vulnerable or marginalised, as identified in the UNGPs, covering all stakeholders identified in the stakeholder mapping. Interview participants will complete the survey in conjunction with their interview session (n=50). Wider participation beyond the interview sample will be sought to enrich the evidence base available and ensure geographic diversity and representation. The target number of responses across all relevant stakeholders, including interviewees, will be 250 although there will be no limit on the number of responses and the project team will seek to secure the largest number of responses possible.

The questionnaire will include standardised questions developed from existing assessment tools (including NBT-BHR and CHRB) collecting detailed insights on UNGP implementation in the UK. A refined selection of

⁸ See e.g., Kiger, 'Thematic Analysis of Qualitative Data' (2020) 42(8) *Medical Teacher* 846; Braun & Clarke, 'Thematic Analysis' in Cooper et al (eds), *APA Handbook of Research Methods in Psychology* (American Psychological Association, 2012), 57-71.

additional questions will provide context and nuance for assessments and help address implementation data gaps (identified through the SER and SDA). Respondents will also be invited to provide relative judgements on the significance of various factors identified in the SER as barriers to UNGP implementation, as well as priorities for reform. The draft survey instrument will be shared with the FCDO in advance of piloting and dissemination, to provide an opportunity for collaborative refinement of questions.

To maximise uptake, the instrument will retain a predominantly quantitative approach (although allowing an option for respondents to provide additional observations and context in free text fields). A combination of question formats will be employed to increase respondents' awareness and maintain active engagement.⁹ For scalar questions, the instrument will typically measure using a seven-point Likert Scale. Using a scale with a midpoint allows for analysis of responses as an interval scale (rather than ordinal only). The seven-point scale minimises 'midpoint dumping' and allows adequate expression of respondents' views, while still reducing cognitive effort.¹⁰ Given respondents are limited to key informants, the impacts of social desirability bias are anticipated to be minimal (and further mitigated by the fully labelled seven-point scale). The inclusion of a 'Don't know', 'N/A', or 'No opinion' option is further designed to improve validity and reliability of responses.¹¹ This approach enables consideration of the varying levels of (e.g.,) implementation assessed by different participants—individually and in groups. Ranking questions will deploy a 'drag and drop' format, which allows order visualisation and reduces task difficulty, non-responses, and response time.¹²

KIS will generate: (1) corpus of survey responses from a range of stakeholders (n=250); (2) processed quantitative key informant dataset with preliminary analysis.

Mixed-methods case studies (MCS)

In addition to systematic and comprehensive examination of UNGP implementation developed through the methods set out above, implementation in practice will be investigated through three in-depth sectoral-geographic case studies. These case studies will provide nuanced and contextualised insights into the extent to which UK businesses within each sector have committed to respecting human rights, established processes for ensuring human rights, instituted remediation mechanisms, and realised these commitments in practice. Case studies will examine the human rights impacts of UK business activities in high-risk geographies and identify pathways to improved performance informed by local stakeholders and affected populations in sites of increased vulnerability to adverse human rights impacts.

Tentative cases have been selected on the basis of five criteria: (1) level of risk of human rights violations (selecting for high-risk sectors and geographies);¹³ (2) connection to UK business (selecting for markets with strong connection to UK business identified through trade data); (3) known incidences of human rights abuse;¹⁴ (4) identification as an FCDO human rights priority country;¹⁵ (5) feasibility of engagement with key informants and affected populations. Based on these criteria, tentative cases selected are: extractive industry (Russia; Democratic Republic of the Congo); agriculture, forestry and fishing (China; Colombia); and textiles manufacturing (China, Bangladesh). This preliminary selection provides example cases for examination. However, selection remains open for consideration based on emerging evidence and consultation with FCDO around key priorities.

For each case study, a combination of desk-based and primary research will be deployed, combining targeted evidence reviews, law and policy reviews, secondary data analysis, key informant interviews, and stakeholder surveys (core methods consistent with those outlined above). This will be combined with focus group discussions with key stakeholders and affected populations conducted in each of the case studies to ensure inclusion of diverse voices and engage local perspectives in ideating potential solutions.

Focus group discussions (FGDs)

Focus group discussions (FGDs) with key stakeholders and affected populations in each of the selected case studies will facilitate further consideration of key issues emerging from the various research streams in this study. Groups will be organised by stakeholder type (homogenous grouping) to enable 'free-flowing

⁹ R Johns, 'One Size Doesn't Fit All: Selecting Response Scales for Attitude Items' (2006) 15(2) *Journal of Elections, Public Opinion and Parties* 237.

¹⁰ See SY Chyung et al, 'Evidence-Based Survey Design: The Use of a Midpoint on the Likert Scale' (2017) 65(10) *Performance Improvement* 15.

¹¹ J Kulas et al 'Middle Response Functioning in Likert-responses to Personality Items' (2008) 22 *Journal of Business and Psychology* 251; J Kulas & A Stachowski, 'Respondent rationale for neither agreeing nor disagreeing: Person and item contributors to middle category endorsement intent on Likert personality indicators' (2013) 47(4) *Journal of Research in Personality* 254; J Nadler, 'Stuck in the Middle: The Use and Interpretation of Midpoints in Items on Questionnaires' (2014) 142(2) *The Journal of General Psychology* 71.

¹² J Blasius, 'Comparing Ranking Techniques in Web Surveys' (2012) 24(4) *Field Methods* 382.

¹³ Identified through the Rights Lab's proprietary database evaluating risk at the country and sectoral level.

¹⁴ Identified through the Rights Lab's proprietary database of global reports and logged incidences.

¹⁵ FCDO, '[Human Rights Priority Countries: Ministerial Statement January to June 2023](#)' (20 March 2024).

conversation' and open discussion.¹⁶ This further allows comparative analysis of different stakeholder groups' diverging perspectives without allowing one perspective to dominate. Group sizes will be kept small (target n=8-12 per group) to maintain an active discussion while ensuring adequate time and space for all participants to contribute meaningfully. Stakeholder group selection will seek to reflect the most critical human rights issues and specific affected populations relevant for the case study (with a connection to UK business), tailored to the specific context. Sampling will be conducted through a trusted local partner organisation that operates on a network basis, drawing on established Rights Lab relationships in each case. Focus groups will be facilitated by a local enumerator recruited through trusted partners and trained by the project team to reduce travel costs and minimise potential chilling effects of outside facilitators.

FGD data will be transcribed¹⁷ and analysed in NVivo. A combination of thematic analysis and examination of participant interaction¹⁸ will be employed to ensure coherence with interview analysis and enable comparison, while also reflecting the dynamic negotiation of meaning within the group setting. By analysing both content and interaction, we consider evolving consensus in the group on the subject matter while also recognising how data is shaped by the group dynamics.

FGDs will generate: (1) corpus of FGD responses covering each key stakeholder group (12 FGDs total, 96-144 participants total); (2) processed qualitative database of FGD inputs.

Stakeholder review of findings

Stakeholder review of findings will be managed through three core methods: (1) monthly Cross-Whitehall Steering Board (CWSB) and bi-monthly Expert Advisory Group (EAG) meetings; (2) open written consultation; and (3) a participatory workshop series with key stakeholder groups. This ensures an inclusive, transparent and cost-effective review of findings by a diverse range of stakeholders, maximising accessibility through multiple options for inputs. All inputs will be critically evaluated by the research team, to ensure robust and reliable findings through validation and triangulation across different sources and methods. Multiple consistent data sources will be required for presentation of findings in the NBA and academic citational practice followed to clearly delineate sources. Assessments of data reliability will be included, and speculative observations flagged as such. Where stakeholder views diverge, this will be specifically examined in the study to understand the influence of positionality on inputs and assessments provided.

The CWSB and EAG will be consulted regularly throughout the delivery of the study, inputting into finalisation of the workplan, development of structure and content of the NBA, and all core outputs. Progress in research delivery and emerging findings will be reported to the CWSB and EAG on an ongoing basis, as will key challenges arising during delivery. Views expressed by CWSB and EAG members will be considered by the research team and relevant adaptations introduced. CWSB and EAG members will also be invited to inform stakeholder mapping and purposive sampling, as well as to propose alternative case studies (to be subject to screening on selection criteria and feasibility assessment by the research team).

Open written consultation will be conducted online to expand the remit of stakeholder review and invite a large and diverse range of perspectives on the NBA. This will include an option for anonymised feedback. Written consultation can be managed through University systems and will presumptively utilise Qualtrics software (which provides a secure platform for collecting data). Opportunities to advertise the consultation through official platforms will be explored with the FCDO MSBHR team and CWSB. Written responses will be categorically and thematically coded in NVivo software for mixed methods analysis, and reflections integrated into the final NBA.

Participatory workshops will engage four distinct stakeholder groupings: public sector; private sector; third sector; and people with lived experience. Key organisational collaborators will be engaged in facilitating these activities, including the CWSB, Ethical Trading Initiative, and Survivor Alliance. Workshops will be conducted remotely to minimise barriers to participation and reduce associated costs, and in each case will include participants from England, Scotland, Wales, and Northern Ireland. Workshops will deploy an adapted 'informed' Delphi method to collect insights from each stakeholder group, organised in five stages: (1) initial polling; (2) distribution of a summary and presentation of key NBA findings; (3) preliminary repolling; (4) facilitated workshop discussion; and (5) final repolling. This process will explore stakeholder perspectives around the NBA, provide additional insights and triangulation of findings, and expose both consensus and disagreement within and between different groups. Additional in-person multi-stakeholder workshops will be conducted to maximise engagement across relevant stakeholder groups.

¹⁶ P Liamputtong, *Focus Group Methodology: Principles and Practice* (Sage Publications 2011).

¹⁷ Poland instructions for transcribing focus groups will be followed alongside Jeffersonian transcribing conventions to provide a more textured re-description of the scene. B Poland, 'Transcription Quality' in Gubrium & Holstein (eds), *Handbook of Interview Research: Context and Method* (Sage 2002); T Rapley, *Doing Conversation, Discourse, and Document Analysis* (Sage 2007), 629-649.

¹⁸ See P Lehoux, B Poland & G Daudelin, 'Focus Group Research and "the Patient's View"' (2006) 63(8) *Social Science and Medicine* 2091.

T3 Stakeholder engagement strategy

Stakeholder identification strategy

Stakeholder engagement is central to the delivery of this project and vital to several of our methods and objectives. Not only is stakeholder engagement built into our dedicated review and dissemination phase (deploying multiple different approaches to maximise accessibility), but stakeholder engagement is fundamental in our research management (through ongoing engagement with the FCDO, CWSB, networking partners, and the LEAP) and core to our multiple methods for primary data collection.

In broad terms, our stakeholder engagement cuts across four aspects of the project:

- (1) For the proposed key informant interviews (KIIs), we will need to identify and reach stakeholders working within, and in connection with, UNGP implementation in the UK and compliance by UK businesses; to include representatives from Government Departments, Regulatory and Enforcement Agencies, Human Rights Institutions, Businesses, Trade Unions, Civil Society Organisations (including representative groups), Academia, International Organisations and, where appropriate, representatives of groups or populations that may be at heightened risk of becoming vulnerable or marginalised, as identified in the UNGPs.
- (2) For the proposed key informant survey (KIS), we will need to reach key informants in Government Departments, Regulatory and Enforcement Agencies, Human Rights Institutions, Businesses, Trade Unions, Civil Society Organisations (including representative groups), Academia, International Organisations and, where appropriate, representatives of specific groups or populations that may be at heightened risk of becoming vulnerable or marginalised, as identified in the UNGPs. We seek to secure the largest number of responses possible.
- (3) For the proposed focus group discussions (FGDs), we will need to reach key stakeholders and affected populations in each of the selected case studies and complete stakeholder group selection that reflects the most critical human rights issues and specific affected populations relevant for the case study (with a connection to UK business), tailored to the specific context.
- (4) For the stakeholder review of findings, our three core methods (monthly Cross-Whitehall Steering Board (CWSB) and bi-monthly Expert Advisory Group (EAG) meetings; open written consultation; and participatory workshop series with key stakeholder groups) require that we reach a diverse range of stakeholders. For example, participatory workshops will engage four distinct stakeholder groupings: public sector; private sector; third sector; and people with lived experience.

In the inception phase we will complete extensive stakeholder mapping for the KIIs and KIS, in order to then complete purposive sampling and ensure an appropriate distribution of respondents across the different target groups and locations (including actors operating in the devolved administrations). CWSB and EAG members will be invited to inform this stakeholder mapping and purposive sampling. LEAP members will also be invited to review the overarching approach to stakeholder mapping (to ensure that people with lived experience and marginalised populations are fully captured in the approach) and contribute to the mapping themselves.

This stakeholder mapping will follow an approach that first identifies the stakeholder categories, then key organisations, then moves to individuals (using organisational charts where necessary to identify roles).

Figure 1. Sample stakeholder segmentation diagram from recent Rights Lab project

Figure 2. Sample stakeholder interaction diagram from recent Rights Lab project

below provides a simplified example from a recent Rights Lab project that sought to identify and segment key stakeholders for a project about combining human rights and environmental due diligence processes in a particular industry in India. From this process, we then will identify interactions between stakeholders, including lines of influence and support, as this will enable to both understand the full stakeholder landscape but also follow leads to include additional, connected stakeholders. An example is shown in Figure 2 below from the same project focused on India.

For example, our initial starting point, for refinement, in the area of business stakeholders, is likely to include the 50+ businesses that engaged with one or more of the following projects and initiatives, and other recent projects:

- The development of BS25700: Organisational Responses to Modern Slavery (where the working group was chaired by the Rights Lab).
- The testing and user engagement process for our Forced Labour Risk Assessment Tool;.
- Our human rights and Just Transitions project and report, which included joint sector workshops hosted with the Ethical Trading Initiative.

We also will ingest, filter and use the list of participants in the UN Global Compact

(<https://unglobalcompact.org/what-is-gc/participants>), an organisation with which the Rights Lab has delivered multiple presentations, keynotes and trainings, and the list of B Corp companies (<https://www.bcorporation.net/en-us/find-a-b-corp/>). We also plan to invite Professor Robert McCorquodale, Emeritus Professor at the University of Nottingham and part of the Rights Lab's campus network, to identify a range of stakeholders. He is one of the five current members of the UN Working Group on Business and Human Rights, a group with the mandate to promote the effective and comprehensive dissemination and implementation of the Guiding Principles on Business and Human Rights.



Figure 1. Sample stakeholder segmentation diagram from recent Rights Lab project

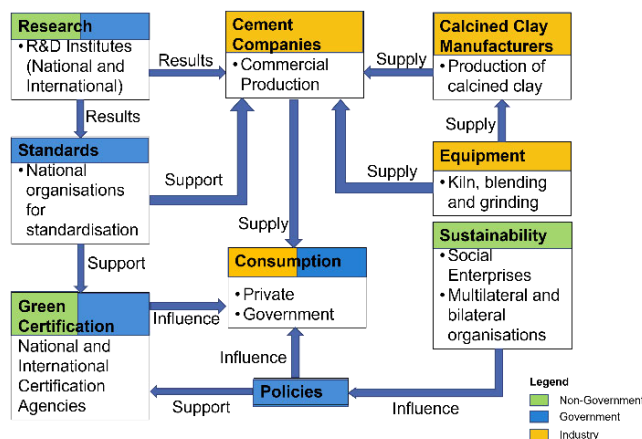


Figure 2. Sample stakeholder interaction diagram from recent Rights Lab project

In the area of government stakeholders, for example, a key starting point will be the interviewees who have participated to date in the Rights Lab's work to map the UK's alignments in policy terms with the published Council of Europe recommendations on preventing and combatting trafficking in human beings for the purpose of labour exploitation. This project maps which areas of these recommendations the UK has already implemented, highlights any gaps, and aims to inform the UK's National Action Plan on Business and Human Rights. Key stakeholders from government departments, as well as from third-sector organisations, expressed interest in future, related baseline assessments of the UK's human rights-related policies.

For the FGDs, we will conduct sampling through trusted local partner organisations that operates on a network basis, drawing on established Rights Lab relationships in each case. In this example, and also for any stakeholder identification of vulnerable groups for the KIIs and KIS and of people with lived experience for the participatory workshops, we will retain an extra layer of flexibility about identifying further stakeholders who were not included at the outset of the process, as we gain insight into these stakeholders' interests, knowledge and capacity to engage. We may identify that capacity building is necessary to ensure meaningful participation.

Stakeholder engagement strategy

We see meaningful stakeholder engagement as an ongoing engagement with stakeholders that is two-way and responsive to the views and information being exchanged.

We will take a structured, managed approach to stakeholder engagement, utilising the Rights Lab's well-established Relationship Management Tool (RMT). This was built as a process and toolkit for stakeholder engagement and management, leveraging best practice from the University of Nottingham Supplier Relationship Management (SRM) and State of Flux industry guidance. It includes all necessary tools for stakeholder segmentation, analysis and management, consolidated in a toolbox. A sample (screenshot) of one of the RMT's stakeholder segmentation maps is below (Figure 3), for a specific project. The tool includes a quantitative, weighted and colour-coded 'current state analysis' function. A sample screenshot of an example project's stakeholder engagement assessment is also below (Figure 4).

This approach will help us prioritise and structure our approach to managing effective stakeholder engagement, including the most critical stakeholders to the success of the project. The tool assigns responsibility for key stakeholders and includes a key performance indicator tracking '% stakeholder engagement at green.' By adapting this tool for the project, we are able to visualise participation levels across different categories of stakeholders, and report on these levels regularly—making adjustments if we

identify low engagement among key groups.

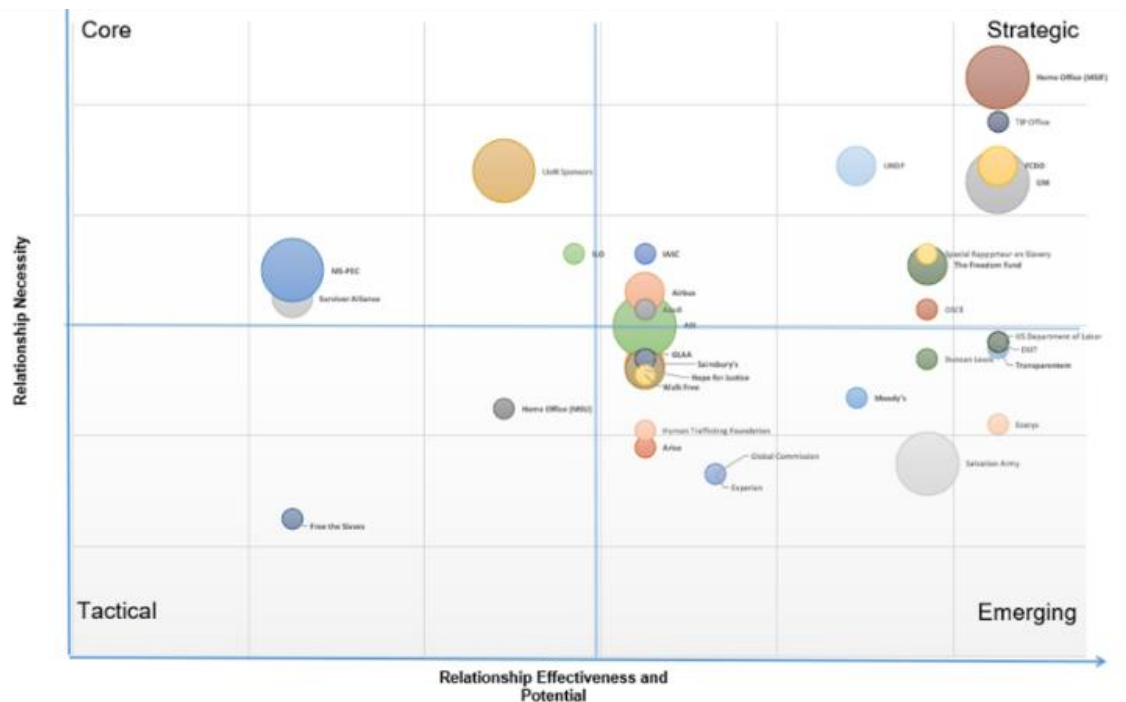


Figure 3. Example from the Rights Lab's Relationship Management Tool of a project's stakeholder engagement, for decision-making over management approach

6. Type of relationship is this? (investor, research partner, policy impact partner, business services client, other?)	7. Is there any formal agreement underpinning the partnership (e.g., MOU, contract)? If so, provide details.	8. How is overall relationship managed for this partner? (if n/a, who?)	9. How many touch points do we have with this partner? (If n/a, how many meetings/having conversations?) (Low = 0-4; Medium = 5-8; High = 9+)	10. What is the current management approach today? Please select between: Formal regular Formal irregular Informal regular Informal irregular	11. How well do we document interactions? (Low = no notes, Medium= Some, High = Full record)	12. If interactions are documented, where are those records kept and by whom, and are they disseminated to other Rights Lab staff?	13. How well do we understand each other's strengths/weaknesses/requirements? (High, Medium, Low)	14. How easy are the parties to work with i.e. they make time as requested, are open to communication, share clear contact points and roles etc?
Business services client	NDA in place since April 2023. (United Services Agreement in place until end August 2024).	Zoe for overall relationship management. Lisa for programme management.	Medium	3. Formal regular	Medium	Lisa updates dropped into Teams chat (Lisa-Zoe or onto Moody's Teams chat). Aggravating high notes on Risk Becomer teams site, with updates in Moody's Teams chat. https://teams.microsoft.com/join/zoe2d8ad5fba6-a5c5-dcf78ffbfcd25ab_c_602_microsoft_team_27084d381efcc8ee9e76bc22bbae6eb726ba9d229bd3a3dc8ec9e9af3ed29ea942a07f82b0ac%vnuZt5Hd3readnmz5N2S7VdlleentwE6JduYkLAW4IqW3CSP4K2X6Q6ic	Medium	Not so easy
Business services client	3-year contract and NDA in place.	Todd as project PI, Kellynne (asoo O'Brien) as project manager.	High	3. Formal regular	High	Governors in project Team chat. Regular team meetings, meeting minutes by project manager.	High	Not so easy
Funder	MOU to collaborate and individual project contracts.	Zoe for overall relationship management, individual project PIs (e.g. Damien, Todd) for projects.	High	3. Formal regular	Medium	Project meetings are documented by project administration (e.g. follow-on LM note per project); Quarterly leadership meetings by Zoe and co-fundamental and	High	Easy
Funder	Individual (3+) project contracts.	Vicky for overall relationship management, supported at quarterly meetings by Todd or Zoe.	High	3. Formal regular	High	Project meetings are documented by project administration (e.g. follow-on LM note per project); Quarterly leadership meetings are documented by Vicky (was before during Vicky's maternity leave).	High	Easy
Policy impact partner	Research protocol/agreement to collaborate and service by Zoe on ABC strategic advisory panel (with Todd).	Zoe for overall relationship management supported by Vicky	High	3. Formal regular	High	Vicky documents our bi-monthly meetings.	High	Not so easy
Research partner	Individual (3+) project contracts.	Louise for overall relationship management, individual project PIs for projects (e.g. currently	Medium	3. Informal regular	Low	Under	Medium	Difficult
Research partner	MOU to collaborate and individual project contracts.	Zoe for overall relationship management, individual project PI (e.g. Aileen, Katherine) for projects.	Medium	3. Formal regular	Low	No documentation	High	Not so easy
Funder	Individual project contracts (3)	Damien to connect Pi	Medium	3. Formal regular	High	Project meetings are documented by project administration (e.g. follow-on current MOP media project)	High	Easy
Policy impact partner	None	Vicky oversees, focus for a key budget on advice	Medium	3. Formal irregular	Medium	Vicky documents any meetings that take place	Low	Difficult
Research partner	MOU was drafted / understood but not finalized; individual project	Louise for overall relationship management,	Medium	3. Informal regular	Low	No documentation	High	Easy

Figure 4. Example from the Rights Lab's Relationship Management Tool of a project's 'current state assessment' of stakeholder engagement

Within this structured approach, we anticipate utilising a range of established approaches to encourage and manage stakeholders' participation in each activity. For example, to retain stakeholder interest between KIIs, the KIS and participatory workshops, if key individuals or their organisations participate in multiple forms of engagement, we will share research findings updates, after reporting these to the CWSB and EAG, on an ongoing basis. To support wider engagement, we will conduct open, written consultation online. The majority of workshops will be conducted remotely to minimise barriers to participation and reduce associated costs. We also will work with key organisational collaborators to facilitating engagement activities, including the CWSB, Ethical Trading Initiative (ETI), and Survivor Alliance. For example, we recently worked with ETI on a project about the UK food sector, which was of interest to their members. ETI facilitated sessions with retailers, NGOs and trade unions on questions about rights-sensitive climate action. The ETI colleagues supported us with advice on how best to engage each stakeholder type, potential challenges and sensitivities. This co-hosted approach will be important for multiple stakeholder groups.

In the case of the focus groups and the participatory workshops involving people with lived experience, and for any stakeholder engagement across all categories that involves rights-holders (e.g. workers, supply chain

workers, customers, end-users, community members), we will utilise aspects of the stakeholder guidance and frameworks laid out in the Danish Institute for Human Rights *Human Rights Impact Assessment (HRIA) Guidance and Toolbox* (2020). Although this document is specifically aimed at HRIA, we will make adaptations for this project's purpose of the document's Stakeholder Engagement Practitioner Supplement and its methodology of community-based HRIA (a method which gives affected communities ownership of assessing and documenting the potential or actual human rights impacts of a large-scale project) to empower affected communities and put them on a more equal footing with other stakeholders. The 2020 guidance includes consideration for engagement with workers and trade unions (as their representatives) and challenges in conducting effective stakeholder engagement with rights-holders (including for example the presence of company representatives when workers participate), that we have adapted for our stakeholder engagement approach. Focus groups will be facilitated by a local enumerator recruited through trusted partners and trained by the project team to reduce travel costs and minimise potential chilling effects of outside facilitators.

Where the project team needs additional support on promoting the project in specific ways, using communication channels like LinkedIn, or additional communications support on the design of outreach collateral, we are able to access not only the Rights Lab's dedicated impact and engagement professionals (Lois Bosatta, who focuses on business stakeholder engagement, and Vicky Brotherton, who focuses on policy stakeholder engagement), but also the wider University's support. This includes the Research Advocacy unit in External Relations, which promotes the university's research priorities. The Rights Lab, as one of the university's four "Signature Strengths," is one of the unit's priorities. The University support also includes the Political and Civic Affairs unit, within External Relations' Communications & Advocacy team, which can support across its own networks to engage strategically and effectively with a broad range of stakeholders. Finally, we have access to the networks and engagement resources of the University's Institute for Policy and Engagement, which facilitates engagement with policy makers in order to ensure that the University's world class research shapes policy and debate.

Gender and marginalised groups inclusion strategy

We recognise the critical importance of ensuring that gender and marginalised groups are at the forefront of our approach, particularly given the sensitive nature of working with people with lived experience of human rights abuses and vulnerable communities. Our gender and marginalised groups inclusion strategy has four core components, which are delivered in conjunction with our strategy for engaging people with lived experience:

- (1) Inclusive methodologies employed in collaboration with local stakeholders and people with lived experience of human rights abuses.
- (2) Substantive research focus on intersecting identity factors, including disaggregated data collection identifying relevant participant identities.
- (3) Integration of considerations related to gender and marginalised groups in project monitoring, evaluation, and learning (MEL) processes.
- (4) Engagement of people with lived experience of human rights abuses and/or members of particularly vulnerable communities as local enumerators and facilitators (where possible).

A commitment to gender equality and the inclusion of all voices will be embedded in the design and execution of case studies, workshops, and focus groups, with particular attention to power imbalances and intersectional factors that may affect participation. Gender-responsive data collection tools and methodologies will be employed to ensure that diverse experiences are accurately represented and that the voices of those from vulnerable groups are amplified and valued.

To ensure case study research is inclusive, we will consult with local partners and stakeholders who are well-versed in the needs and challenges faced by marginalised groups in each case study context and engage local enumerators and facilitators for data collection. This collaborative approach is essential to ensure cultural sensitivity and tailor research activities to the specific barriers faced by marginalised and vulnerable populations in the specific context. The participatory workshops and focus groups will be designed with inclusive methodologies that facilitate the safe and equal participation of all community members, employing accessible formats, engagement in multiple languages as relevant to participants, and the use of gender-neutral and fully accessible spaces. Special efforts will be made to ensure that the participation of women and other marginalised groups is not tokenistic but that they are meaningfully involved in shaping the research process, framing the key questions, and identifying solutions that are relevant to their needs. This is particularly delivered through our dedicated strategy for engagement of people with lived experience of human rights abuses (see below).

A robust monitoring, evaluation and learning (MEL) framework will be implemented to track and assess the inclusion of gender and marginalised groups throughout the project's lifespan. Key indicators will be developed to measure the level of engagement and impact for different groups, and regular feedback loops will be established with participants to ensure that the research remains responsive to their needs. Data

collected will be disaggregated by gender, age, disability status, and other relevant factors, enabling a nuanced analysis of how adverse human rights impacts associated with UK businesses affect different groups. All findings and recommendations will be shared transparently, with a commitment to ensuring that the voices of marginalised individuals and communities are directly reflected in the final outputs and policy recommendations.

Engaging survivors and people with lived experience strategy

Our participatory research design—engaging directly with affected communities at all stages—provides a robust foundation for inclusion of marginalised perspectives in the project. Engagement with survivors and people with lived experience is delivered in this NBA project in four core ways, ensuring the voices of affected populations and survivors are at the heart of our research, while also building transferrable skills:

- (1) A substantive research focus on intersecting identity and geographic factors and how these shape human rights abuses. Research on adverse human rights impacts within the project will grapple with identity and intersectionality for vulnerable and marginalised populations. Diversity-related considerations are explicitly integrated into project design, including specific consideration of a range of intersecting identity (and environmental) factors on vulnerabilities.
- (2) An integrated participatory research design, bringing together perspectives from survivors of human rights abuses, practitioners, business stakeholders, and officials. By bringing different stakeholders together, as well as engaging independently, the project facilitates sharing of knowledge and builds bridges between individuals and institutions. This constructive engagement also provides a foundation for ongoing and future cross-sector work.
- (3) A dedicated Lived Experience Advisory Panel (LEAP) of people with lived experience of human rights abuses connected to UK businesses will feed into each aspect of project (see Figure 5). The LEAP will convene quarterly throughout the project in time with at key stages, to co-produce and validate research tools, processes, ethical protocols, and training programs for enumerators, interpret data, and develop recommendations for action.
- (4) If possible, people with lived experience of human rights abuses connected to UK businesses or from vulnerable populations will be engaged as the local enumerators and facilitators in the project case studies. These individuals will be supported by the core project team with relevant training and capacity-building, and provided access to relevant University training provision. Peer enumerators are uniquely well-placed to engage in vulnerable communities and overcome key obstacles to research in these contexts. Robust training, oversight, and ongoing support will ensure ethical and trauma-informed data collection.

Structured and flexible capacity-building for LEAP members, enumerators, and facilitators ensures participants are fully equipped and empowered to engage in the project as equal partners and supports the development of transferable skills. LEAP members will be compensated for their expertise and contribution to the project in line with best practice guidance on remuneration for people with lived experience. LEAP members will also be provided with ongoing and structured support for wellbeing within the University (through established infrastructure).

The project Lived Experience Advisory Panel (LEAP)

The project LEAP facilitates the integration of community and lived experience insights into all aspects of the research design, delivery, and dissemination and ensures accountability to affected populations. This approach contributes to the ability to construct research questions, methods, and approaches that are effective and efficient in generating insights about adverse human rights impacts, while minimising risks of distress or retraumatisation among participant groups. Establishing a LEAP contributes to the disruption of the traditional top-down approach historically prevalent in research on human rights, bringing people with direct lived experience of the subject matter into the development and delivery of the research.

The LEAP will contribute to every aspect of the project, from research design, through delivery and dissemination. Core roles and functions of the LEAP are set out in Figure 5.

- (1) In the inception phase (Phase 1), LEAP members will engage in the co-design of all research and project processes, protocols, and tools. They will also share insights with research team members on ethical engagement with people with lived experience, supplementing the team's existing experience in this area with their own perspectives and voices.
- (2) In the research phase (Phase 2), the LEAP will be responsible for reviewing enumerator field notes and preliminary analysis, contributing to the adaptation and finalisation of all research tools and processes, conducting quality assurance in an ongoing manner, and advising on any adaptations to research tools and processes that may be required in response to changing circumstances. They will also review, validate, and input into research findings and outputs and contribute to the project monitoring and learning.

- (3) In the review and dissemination phase (Phase 3), the LEAP will co-convene participatory workshops conducted with stakeholders from the public, private, and third sectors and with people with lived experience. They will also participate in dissemination and engagement activities, review and contribute to the final outputs and project evaluation.

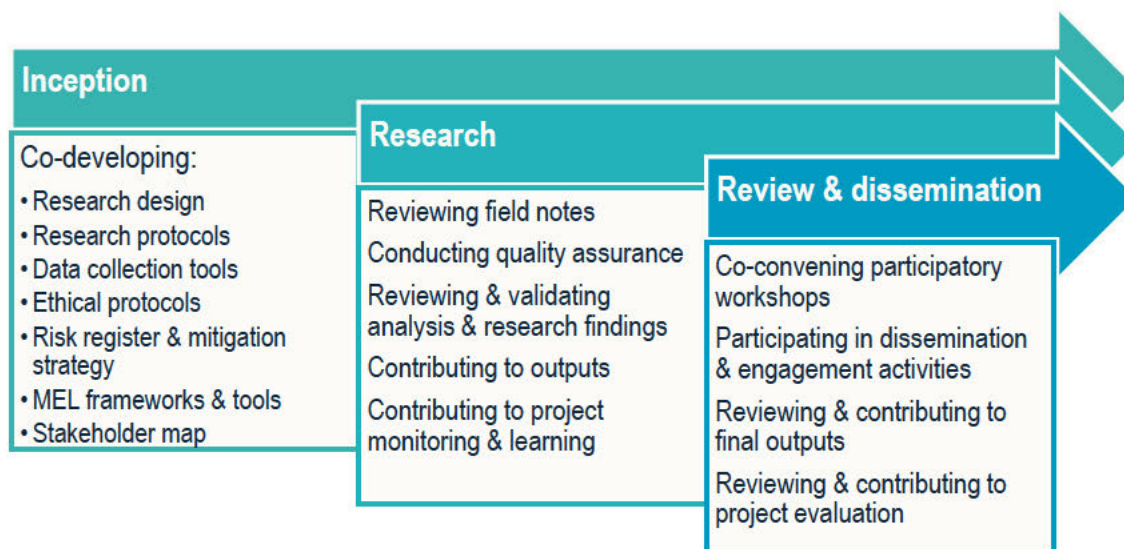


Figure 5. Core functions of the project LEAP by project phase

LEAP/research team bilateral mentorship programme

An integrated training, capacity-building, and mentorship programme will support LEAP members within the project and build transferable skills for the future. This approach—bilateral mentorship between LEAP members and research team members—has been piloted in several Rights Lab projects, delivering positive outcomes in perceptions of the project, meaningful and equitable engagement, and increased skills. This approach is designed to deliver improved quality of engagement with people with lived experience of human rights abuses, minimising barriers to entry to ensure accessibility for marginalised and underrepresented groups.

LEAP members will co-develop individual training programmes with the research team in the Inception Phase, to ensure that support meets their individual needs and interests. Engagement with the LEAP will also be supported through a bilateral mentorship programme, which will pair each LEAP member with a member of the research team. This will facilitate information sharing and skills building in both directions (see Figure 6) and will be developed on an individual basis in response to the specific needs and interests of LEAP and research team members.

Underpinning theory

Research studies traditionally use a top-down approach that excludes community members from decision-making processes.¹⁹ In contrast, community-based participatory research (CBPR) is a collaborative approach focused on dismantling traditional inequities



Figure 6. LEAP/research team bilateral mentorship

¹⁹ Minkler, 'Community-Based Research Partnerships: Challenges and Opportunities' (2005) 82(2) *Urban Health*; Warren et al, 'Is Collaborative, Community-Engaged Scholarship More Rigorous Than Traditional Scholarship? On Advocacy, Bias, and Social Science Research' (2018) 53(4) *Urban Education* 445.

by conducting research that engages, shares power with, and benefits communities of interest.²⁰ There are nine guiding principles of CBPR, set out in Figure 7.²¹ These principles can be applied to studies in numerous ways and can help reflect the collective vision and basis for decision making.

Although there is little consensus on the threshold of community engagement necessary in CBPR, this approach frequently involves developing and sustaining a community advisory board to co-lead and oversee research activities.²² These boards can benefit the investigation of new or unexplored phenomenon and serve as an important source of leadership by providing structure to guide research.²³ Community advisory boards provide infrastructure for partners to share community priorities, voice concerns, and suggest processes that are respectful of and acceptable to the community which might otherwise have not been considered.²⁴ Literature with highly vulnerable and hidden groups, including communities impacted by human rights abuses, suggest that centring the perspectives of community members and key stakeholders can increase participants' safety, the usefulness of study aims, and meaningfulness of findings.²⁵

Prior studies using participatory research approaches to explore human rights abuses included collaborative processes where power and control was redistributed, community members perspectives were centred and valued, and their agency and decision-making in research was promoted.²⁶ The integration of community members in human rights research has shown to be productive and beneficial by improving their self-competence, self-esteem, and supporting self-reflection on how personal abilities and strengths contribute to resilience. Prior studies also reported that participatory research has helped groups affected by sexual violence create spaces for healing and coalition-building.²⁷



Figure 7. Nine guiding principles of CBPR

²⁰ Holkup et al, 'Community-based Participatory Research' (2004) 27(3) *ANS Adv Nurs Sci* 162; Israel, 'Introduction to Methods in Community-Based Participatory Research for Health' in BA Israel et al (eds) *Methods in Community-Based Participatory Research for Health* (2005 John Wiley & Sons) pp 3-26.

²¹ Holkup et al and Israel et al, above n 20.

²² Hacker, *Community Based Participatory Research* (2013 Sage Publications).

²³ Newman et al, 'Community Advisory Boards in Community-Based Participatory Research' (2011) 8(3) *Prev Chronic Dis.* 70.

²⁴ Newman et al, above n 23; Chené et al, 'Mental Health Research in Primary Care: Mandates from a Community Advisory Board' (2005) 3(1) *The Annals of Family Medicine* 70.

²⁵ Godoy et al, 'A roadmap to enhancing community based participatory research strategies and collaborative efforts with populations impacted by commercial sexual exploitation' (2022) 136 *Children and Youth Services Review*; Gerassi et al, 'Design strategies from sexual exploitation and sex work studies among women and girls' (2017) 15(2) *Action Research* 161.

²⁶ Godoy et al, above n 25; Lockyer and Koenig, 'At the Intersection of Method and Empowerment' (2020) 8 *Journal of Human Trafficking* 390; Carranza et al, 'Granada, a City under Siege' (2013) 3(1) *Journal of Global Citizenship and Equity Education* 153.

²⁷ Gerassi et al, above n 25; Gerassi et al, 'Addressing race, racism, and commercial sexual exploitation in practice through an action-based research partnership' (2019) 17(2) *Action Research* 220; Ragavan et al, 'Exploring the needs and lived experiences of racial and ethnic minority domestic violence survivors through community-based participatory research' (2020) 21(5) *Trauma, Violence & Abuse* 946; Ratcliff et al, 'Showing Love through the Looking Glass' (2018) 62(2) *Journal of Adolescent Health* 63.

T4 Safeguarding

The University of Nottingham has various policies and procedures in place to ensure effective safeguarding. University of Nottingham policies are publicly available on the institutional [Policy Finder](#) and as an A-Z on the [Human Resources](#) page, with policies and procedures relevant to safeguarding including: [Safeguarding Policy](#); [Code of Research Conduct and Research Ethics](#); [Disciplinary Procedure](#); [Complaints Procedure](#); [Grievance Procedure](#); and [Whistleblowing \(Public Interest Disclosure\) Code](#).

In terms of research, all researchers must ensure that all research is subject to active and appropriate consideration of ethical issues. The Code of Research Conduct and Research Ethics provides a comprehensive framework for good research conduct and governance of all research. Ethical review (and approval) is required where the research involves the participation of human participants, their data and/or their tissues. All parties involved with research should aim to maximise the benefit of the research and minimise any harm to participants, considering ethical issues throughout the research lifecycle. In addition, the University has a network of Dignity Advisers who are available to provide impartial and confidential advice to support staff and students who have issues or concerns regarding harassment, bullying or victimisation.

University of Nottingham Safeguarding Policy

The University of Nottingham Safeguarding Policy is available at <https://www.nottingham.ac.uk/qualitymanual/personal-tutoring-student-support-and-development/safeguarding.aspx>. The guidance applies to any activity covered by the University of Nottingham. External groups running activities on University of Nottingham campuses are required to do so with in accordance with this policy. The Safeguarding Policy ensures fulfilment of University's responsibility to safeguard and promote the welfare of children and adults at risk who come onto University premises or who come into contact with University staff, in accordance with The Children's Acts of 1989 & 2004, Working Together to Safeguarding Children 2018, and The Care Act 2014.

The University is committed to providing a safe and secure environment for all students, staff and visitors who access its facilities, services and participate in activities. The University believes everyone has the right to work, learn and achieve their potential within a safe environment, without risk of harm from abuse, discrimination, harassment, assault or bullying, in all its forms and in any circumstances. As safeguarding is everyone's responsibility, we take a whole university approach to our policy and practice, embedding a culture of safeguarding in everything we do, ensuring the welfare of children, Adults at Risk and all students.

The purpose of the University's Safeguarding Policy is to set out the University's arrangements for the safeguarding of children, adults at risk and student safeguarding within the University. It also sets out the guidelines employed by the University for the reporting of harm or potential harm to external agencies. The Safeguarding Policy is also supported by the Safeguarding Procedures which provides more detailed operational guidance to staff about responding to safeguarding concerns within the University. There is also a safeguarding training programme in place tailored to different staff roles.

The University has dedicated policies and procedures for addressing SEAH, which are accessible to all staff, implementing partners, the public and beneficiaries with clear SEAH definitions.²⁸ The University Registrar takes overall accountability for safeguarding, including oversight of the university's safeguarding policy, practice and culture at the university. The University Designated Safeguarding Lead reports into the Deputy Registrar, who reports to the Registrar. The University Designated Safeguarding Lead (UDSL) is responsible for, including: Reporting to the LADO (Local Authority Designated Officer) and seeking advice in situations where a safeguarding allegation is made that involves a person with access to children; Keeping a central repository of all safeguarding referrals and outcomes. The University also has clear investigation and disciplinary procedures with clear sanctions for misconduct when allegations and complaints of SEAH are made.²⁹ There is guidance on what staff shall do if staff or students experienced SEAH and if disclosures are made to them. There are a number of experienced professionals who deal exclusively with this issues and others within whose training and duties SEAH is included. They will keep a record of reports and concerns raised.

The University Designated Safeguarding Lead (UDSL) is responsible for:

- Receiving all reports of urgent and non-urgent safeguarding concerns, issues or risks
- Taking appropriate action to refer all safeguarding concerns relating to a child or an Adult at Risk to the relevant local authority
- Providing support, advice and guidance to staff who raise safeguarding concerns and particularly to Faculty and Professional Service Department (PSD) Safeguarding Leads
- Leading the safeguarding response and liaising with all relevant internal and external teams to ensure a coordinated safeguarding response to individual concerns (e.g. the

²⁸ Available on the University's website at <https://www.nottingham.ac.uk/currentstudents/healthyu/sexual-violence-liaison-officer-service/sexual-violence-liaison-service.aspx> and <https://www.nottingham.ac.uk/currentstudents/standards-of-behaviour/sexual-misconduct.aspx>

²⁹ Available at <https://www.nottingham.ac.uk/hr/documents/disciplinary-procedure.pdf>

Menta Health Advisory Team, Registry & Academic Affairs, student well-being services, Occupational Health, HR, the Police, Social Care, etc) • Reporting to the LADO (Local Authority Designated Officer) and seeking advice in situations where a safeguarding allegation is made that involves a person with access to children • Keeping a central repository of all safeguarding referrals and outcomes • Maintain an oversight of all safeguarding notifications, identifying lessons learned and areas of development / good practice and using this to develop the university's policy, practice, training and resources. • Reporting to and supporting the Registrar, Vice-Chancellor and University Executive Board regarding safeguarding matters • Reviewing, developing and implementing the safeguarding policy and a range of supporting materials • Providing safeguarding advice to HR in relation to employment policy & practices that include a safeguarding element (e.g. recruitment, fitness to practice, etc) • Developing, supporting and liaising with a network of safeguarding contacts or leads across the university (e.g. HR, Students' Union, Faculty & PSD Designated Safeguarding Leads, Apprenticeship Programme Safeguarding leads etc).

The University has a 'Report and Support' process in place (see <https://reportandsupport.nottingham.ac.uk/>). This allows someone who has experienced or witnessed an incident to report anonymously or ask to speak an advisor. Speaking to an advisor does not mean that an individual is making a formal report to the university. Rather, it enables access to the support so as to make an informed decision.

Research ethics

Institutional frameworks, policies, and procedures for ensuring ethics and integrity in research activities within the Rights Lab and University of Nottingham are central to effective safeguarding in the delivery of research projects. Our dedicated ethics and integrity infrastructure ensures that safeguarding concerns related to the delivery of research are identified, managed, and addressed effectively to minimise the risks of adverse impacts and ensure a robust response where concerns emerge.

All aspects of the project will be subject to ethical review, approval, and monitoring through the University of Nottingham School of Law Research Ethics Committee (REC). Robust ethical protocols will be finalised in the project inception phase and submitted to the REC for approval. The REC requires evidence of the highest standard of integrity and ethics, compliant with the University's Code of Research Conduct and Research Ethics,³⁰ with detailed consideration of selection, recruitment, consent, withdrawal, data collection and storage, anonymity, confidentiality, and steps to minimise risks, harms, and conflicts of interest. If necessary, additional approval will be secured from national ethics boards in countries in third countries in which data collection is being carried out. The project team have experience navigating third country ethics in various third countries and are well placed to ensure compliance and best practice in this regard.

The University's Code of Research Conduct and Research Ethics³¹ provides a comprehensive framework for good research conduct and the governance of all research carried out across the university, including its international campuses. Universities UK, together with signatories to the concordat, including University of Nottingham, has reaffirmed its pledge to the revised Concordat to Support Research Integrity³² to further assure government, business, international partners and the public that they can continue to have confidence in UK research and its world-leading researchers. The University of Nottingham also has a dedicated Code of Practice on Handling Allegation of Research Misconduct. It defines research misconduct activities in line with the Concordat and is in line with UK Research Integrity Office recommendations.³³

All University of Nottingham RECs are subject to, and compliant with, the University's dedicated Code of Practice for Research Ethics Committees (CoPREC). The CoPREC outlines the minimum expectations for the operation of Research Ethics Review Committees and specific guidance on the operation of School, Department or Faculty Research Ethics Review Committees and associated processes, including review criteria. Research Ethics Committees should always be independent in forming their opinions, and these guidelines are designed to ensure alignment of process and governance. The CoPREC is designed to ensure alignment with the principles and standards of the Declaration of Helsinki: Ethical Principles for Medical Research Involving Human Subjects³⁴ and draws from the joint publication Research Ethics Support and Review in Research Organisations by the UK Research Integrity Office and the Association of Research Managers and Administrators³⁵ to support the research community in achieving high standards of research

³⁰ Details of research ethics and integrity at the University of Nottingham are available at <https://www.nottingham.ac.uk/research/ethics-and-integrity/>

³¹ Available at <https://www.nottingham.ac.uk/research/documents/ethics-and-integrity/code-of-research-conduct-and-research-ethics-v9.0-27-march-2023.pdf>

³² Available at <https://www.universitiesuk.ac.uk/sites/default/files/field/downloads/2021-08/Updated%20FINAL-the-concordat-to-support-research-integrity.pdf>

³³ See <https://ukrio.org/>

³⁴ Available at <https://www.wma.net/policies-post/wma-declaration-of-helsinki/>

³⁵ Available at <https://ukrio.org/wp-content/uploads/Research-Ethics-Support-and-Review-in-Research-Organisations-UKRIO-ARMA-2020.pdf>

ethics review. It also builds on the UKRI ESRC framework for research ethics,³⁶ WHO ethical standards and procedures for research with human beings,³⁷ and the European Commission Ethics for Researchers.³⁸

To demonstrate the University's commitment to the Concordat, the university has identified and made publicly available a first point of contact for anyone wanting more information on matters of research integrity, who will act as confidential liaison for whistle-blowers or any other person wishing to raise concerns about the integrity of research being conducted under the university's auspices. In addition, the university publishes through this webpage an annual statement on how it is meeting the requirements of the revised Concordat for accountability and assurance on activities undertaken in support of research integrity.³⁹ The statement provides a summary of activities undertaken across the university to support research integrity, including addressing allegations of misconduct.

Data management and security

This project involves data collection with a range of professional stakeholders, as well as people with lived experience of human rights violations and vulnerable populations. Data management and security are therefore an important safeguarding concern within the study. The University has robust research data management policies and processes, to ensure compliance with relevant legal standards and maintain the highest standards of data protection for research participants.⁴⁰ The Research Data Management Policy⁴¹ and Data Protection Policy⁴² apply to all University of Nottingham UK staff, associates, and students. Data protection is monitored and supported by the University's dedicated Information Compliance Team.

Within this project, data will be generated through correspondence, key informant interviews, key informant surveys, written, online, and in-person consultations, and stakeholder engagements by UoN personnel. In some cases, external actors (for instance, the FCDO Modern Slavery and Business and Human Rights Team, Cross-Whitehall Steering Group, and collaborating organisations) will facilitate introductions to relevant stakeholders. Where any individual is included in the process of data collection, they will be asked to sign-off on the informed consent document submitted for ethical review, with processes consistent with all policies as set out in this safeguarding document.

Those consulted in the course of the project (subjects) will include government, business, trade union and civil society representatives, vulnerable populations and people with lived experience of human rights abuses. Specific steps to mitigate risks to *all participants* (subjects, researchers, and survivor consultants) will be incorporated into the application for Ethical Review, including following a distress protocol, signposting participants to appropriate sources of support, what recourse individuals have if they feel triggered or retraumatised by any of the project's discussions or activities, and giving the opportunity to pause or withdraw from the research if necessary. To mitigate against the risk of retaliation against personnel involved with the project, or the University or its project partners, interview subjects and project personnel will be subject to pseudo-anonymisation, and their data handled with heightened security measures in correspondence, interviews, and data storage, for certain aspects of the project (for instance relating to China).

All potential participants will be provided with information about the proposed research in advance, and a record of informed consent will be sought before participation is agreed. Where data includes personal information, we will ensure that we comply with the Data Protection Act 2018, including GDPR requirements, as set out in the [University of Nottingham Data Protection Policy](#).⁴³ This will include providing research participants with the relevant privacy information, including a description of which data will be shared under controlled conditions, and ensuring appropriate safeguards for the storage and handling of data are in place.

Data collected will be anonymised/pseudonymised as a matter of course, with the option for personal identification available on request with detailed individual discussion of the implications of such. This option will be available in recognition that the research activities involve participants (including people with lived

³⁶ Available at <https://www.ukri.org/councils/esrc/>

³⁷ Available at <https://www.who.int/activities/ensuring-ethical-standards-and-procedures-for-research-with-human-beings>

³⁸ Available at https://ec.europa.eu/research/participants/data/ref/fp7/89888/ethics-for-researchers_en.pdf

³⁹ The latest version of the statement can be found at <https://www.nottingham.ac.uk/research/documents/ethics-and-integrity/2023-uon-annual-statement-on-research-integrity-17-nov-2023.pdf>

⁴⁰ See <https://www.nottingham.ac.uk/governance/records-and-information-management/policies-and-guidance/policies-and-guidance.aspx>

⁴¹ Available at <https://www.nottingham.ac.uk/library/research/research-data-management/index.aspx>

⁴² Available at <https://www.nottingham.ac.uk/governance/records-and-information-management/data-protection/data-subject-access-request.aspx>

⁴³ Available at <https://www.nottingham.ac.uk/governance/records-and-information-management/data-protection/data-protection-policy.aspx>

experience) as research creators and consultants rather than only as research subjects, and therefore they may wish to be identified as part of their professional activity or survivor-leadership. All practitioner participants will be offered the option of anonymisation and/or pseudonymisation before and after participation to protect the interests of the individuals about which data is being stored. In all cases, the implications of this decision will be explained, and participants will be presented with multiple opportunities to request anonymisation. Where participants do not request anonymisation, project outputs will be shared with them in advance to provide an additional opportunity to review and request anonymisation.

Strict data management protocols will be established at the outset and discussed with all members of the project team in the inception phase. This will include requirements for data collection to be conducted only through secure platforms, utilising secure University of Nottingham Microsoft Teams and OneDrive solutions as a matter of course. OneDrive provides an ISO 27001 information security compliant service that allows secure and controlled sharing of data amongst the research team, encrypting data both in transit and at rest, and is approved by the University's Secure Data Handling Policy. The service provides continual failover support.

Safeguarding responsibility and knowledge within the project delivery team

The Project Lead will have primary responsibility for safeguarding across the project, with each team member also undertaking safeguarding responsibilities within their respective areas of work. Every member of the project team has completed relevant training in safeguarding, research ethics, data protection, and engaging with vulnerable populations and survivors of human rights abuses. All members of the core team have extensive experience of research involving primary data collection and including people with lived experience of human rights abuses. The Project Lead has undertaken advanced training on research ethics and safeguarding (including training delivered by third sector and survivor-led organisations) and served on the Rights Lab's dedicated Ethics Committee from 2020-2022. This ensures that she has the necessary expertise and skills to manage ethics and safeguarding within the project.

Part-time research assistants recruited into the project are not assumed to have pre-existing ethics or safeguarding training, although the majority of doctoral candidates within the Faculty have already completed research ethics training as part of their course of study. The majority of part-time research roles within the project are focused on engagement with existing secondary data, and therefore are not engaged with participant interaction or data collection, processing, or management. These roles are not expected to interface with anyone outside the core research team in the course of performance. This does not therefore require specialised safeguarding training, although role holders will be invited to complete safeguarding and ethics training offered by the University as part of their induction process. The exception to this general rule is the part-time research assistance within the project planned to support coding of key informant interviews and mixed methods case studies. More senior doctoral candidates will be recruited into these roles, entailing more advanced pre-existing training in research ethics, safeguarding, and data protection. These role holders will also be required to undertake University training on ethics, safeguarding, and data protection as part of their induction (if they have not already undertaken such) and will receive dedicated training on the project's ethical, safeguarding, and data protection protocols from the core research team.

Where research activities involve local facilitators and enumerators, additional safeguards will be employed to ensure compliance with ethical, safeguarding, and data management protocols. All local facilitators and enumerators will be engaged on the basis of specific terms relating to ethical research practice and data management. The project team will provide training on the specific ethical and data management protocols of the project during initiation of local actors, and monitor activity to ensure compliance. The [Trusted Research and Knowledge Exchange system](#) ensures that a team assess each international party for potential reputational and regulatory implications and financial risks, in light of the planned activities.⁴⁴ All local facilitators and enumerators will be recruited through trusted local collaborating organisations, to ensure an additional layer of protection against risk.

Monitoring and ongoing assurance

The project team will meet fortnightly, and maintain ethics, safeguarding, and data management as standing agenda items. Any risks or emerging concerns will be discussed in these meetings (see further Risk Management Strategy). In addition, the Project Lead will conduct a monthly review of project activities and files to ensure compliance with ethical, safeguarding, and data management protocols. Any concerns identified during project delivery will be escalated to the relevant university body depending on the nature of the concern. The project administrator will also maintain oversight over the management of project files and activities, providing an additional layer of review. Quarterly narrative reports to the FCDO will include any concerns raised in the relevant quarter, and the steps taken to address the concern.

⁴⁴ Information on the Trusted Research process is available at <https://www.nottingham.ac.uk/research/global-reach/trusted-research.aspx>.

T5 Risk management strategy

The university maintains an [institutional risk management policy and framework](#) for working with their partners and supply chain.⁴⁵ The University's [Trusted Research and Knowledge Exchange](#) process enables security in international collaboration and ensures research and knowledge exchange activities are fully protected.⁴⁶ The Trusted Research process: allows identification and management of potential risks to research and knowledge exchange activities; helps researchers, UK universities and industry partners to have confidence in international collaboration and make informed decisions around those potential risks; and explains how to protect research and staff from potential theft, misuse or exploitation. The process encompasses research security, intellectual property, export control compliance, due diligence on potential collaborators and partners, legal and regulatory compliance, and ethical and integrity considerations.

Organisational oversight

The University's executive governing body is the Council, which oversees the conduct of University business in conjunction with the Senate, the University's supreme academic authority.⁴⁷ The [Governance and Assurance Division](#) was formed in September 2019. The division includes the following teams: Governance and Executive Support, Information Security and Compliance, Health and Safety, Operational Resilience, Office for Student Compliance, Bio-Support Unit and Risk Management and Assurance.

This diverse set of teams share the common objective aimed at equipping the organisation with the mechanisms to identify and measure compliance with the wide range of legal and statutory obligations associated with the operations of the University, providing assurance to key stakeholders and ensuring that key risks which could impact on the success of the University are identified and made visible. The division is also responsible for the University's incident response and business continuity approaches which are designed to enable the University to continue its key operations and recover from significant incidents.

At the university level, there are numerous committees, including audit, remuneration and nomination committee.⁴⁸ Minutes are produced for each committee. These committees have reviewing and reporting duties (as per the link above). They report to appropriate governance body. Details available from governance@nottingham.ac.uk or the appropriate Committee Secretary (listed on the relevant page). Expenditure will be monitored, and any issues will be reported using appropriate University procedures. The University also has a [Fraud Policy Statement](#).⁴⁹

Project risk management

This project will be delivered by the Rights Lab in accordance with the project workplan. The workplan outlines key milestones for contract delivery, which will be managed and monitored by the Project Lead, with support from the project administrator and upstream accountability to the Rights Lab Director (Prof Zoe Trodd). In addition to the key personnel named for the performance of the project, the Rights Lab has a pool of researchers at all levels and monitoring, evaluation and learning managers who can provide additional resource to ensure all project activities and outputs are delivered.

Throughout the project, the Project Lead (Dr Katarina Schwarz) will bear primary responsibility for monitoring and managing risk, with support from the project team and Rights Lab administrative staff. The project plan—with timebound activities, milestones, and targets in place—alongside the risk assessment and risk register will form the basis of programme and risk management. Project activities will be monitored by the Project Lead to ensure milestones and targets are being met. If any issues emerge, these will be addressed using the appropriate internal procedures. For the purposes of this project, the Project Lead will have decision-making authority to reallocate resources and reschedule activities to keep the project on schedule, within budget, and on course to meet the project purpose.

The project risk register will be finalised in the project inception phase and reviewed monthly in full project team meetings. Any risks identified as having medium or high likelihood of occurrence or potentially high impact (whether reflecting newly identified risks or upgraded risks) will be reported to the FCDO in an ongoing manner. Adaptations to the risk register will be submitted to the FCDO alongside quarterly reports. Programme outcomes will also be evaluated within the activities outlined in the proposal.

The project team are experienced in project delivery of this nature and have extensive track records of effective risk management on similar projects. This includes successful adaptation of ongoing projects in the face of extreme and unprecedented events, including global pandemic, military coups, and natural disasters. For instance, the Project Lead is currently involved in a research project in Niger, which commenced shortly before the country experienced a military coup. In collaboration with other team members, she successfully

⁴⁵ Available at <https://www.nottingham.ac.uk/governance-and-assurance/home.aspx>

⁴⁶ Available at <https://www.nottingham.ac.uk/research/global-reach/trusted-research.aspx>

⁴⁷ More information can be found at <https://www.nottingham.ac.uk/governance/index.aspx>

⁴⁸ See <https://www.nottingham.ac.uk/governance/universitycommittees/index.aspx>

⁴⁹ Available at <https://www.nottingham.ac.uk/governance/documents/fraud.pdf>

adapted plans for project activity to ensure key outputs were delivered in such a way as to meet project objectives, in radically different circumstances than originally planned.

Ensuring compliance by research team members

All university staff are provided with mandatory training on key policies. Staff complete mandatory training on key aspects of their roles, they are also supported with annual development conversation (ADC) processes yearly to support them with their own professional development. These processes include the identification of training needs.

Within the Rights Lab, we have a Strategy Group, which meets four times per year to:

- (1) Review and advise on the research programme for the Rights Lab.
- (2) Ensure the size and shape of the Rights Lab is appropriate to deliver this research programme.
- (3) Respond to advice from the External Advisory Board.
- (4) Monitor the implementation of the Rights Lab.
- (5) Review the progress and performance (both financial and non-financial) of the Rights Lab and recommend mitigating actions as necessary.
- (6) Approve quarterly and annual progress reports to the University's Research Programme Governance Board.

Monitoring and managing external partners

The project will engage local facilitators and enumerators to support case study data collection. These partners will be recruited through trusted collaborating organisations with whom the Rights Lab has previously collaborated. Local facilitators and enumerators will go through a robust recruitment process involving vetting to ensure compliance with ethical, safeguarding, and data protection protocols. The Trusted Research process provides further scrutiny of international collaborators. For international partners, the Trusted Research and Knowledge Exchange system ensure that a team assess each international party for potential reputational and regulatory implications and financial risks, in light of the planned activities.⁵⁰

UoN has a [Procurement Policy and Supplier Code of Conduct](#) that covers, amongst others, supplier relationship management. This also includes a supplier code of conduct.⁵¹ The University completes due diligence on all partners we choose to work with if they are to be paid more than £5,000. Briefly, we are required to fill in a form prior to starting work with a partner or subcontractor for the necessary checks to be run in advance. Once partners are selected, the University's Legal Services Team provides legal advice and draw adequate contracts with partners. Once the due diligence process is completed, approved partners are entered into an electronic system (Research Information System - RIS), including address, contact person and details etc. Partners and suppliers remain in the system, ensuring that we are able to keep track of all partners and suppliers engaged across the University.

Effectiveness of the project also depends on engagement with external stakeholders (in key informant interviews, key informant surveys, focus groups, consultations, and participatory workshops). The project strategy is designed to maximise uptake and engagement of key stakeholders within the timeframe and with the resources allocated (see T3 Stakeholder Engagement Strategy). Ongoing monitoring of engagement will enable adaptation as necessary within the life of the project.

Regular meetings will be held between the PI and partners/suppliers to monitor performance and risks against the risks identified in the project risk register. Meetings will take place at least monthly, and at the peak of certain activities, meetings will be held weekly and bi-weekly. Progress and delivery will be monitored based on the workplan provided in the proposal and individual agreements established with suppliers, i.e. of indicators for each outcome, the target (and target date) and the milestones at which progress will be measured. These regular meetings will offer the opportunity for partners to raise any unexpected risks they identified and for the PI to monitor performance against the milestones and targets set in the proposal, as well as re-assess existent and potential risks.

Our legal team includes in the partnership contracts they draft a clause which allows for money to be withheld for poor performance or failure to deliver an agreed outcome. Regular meetings held between the project team and partners will ensure that action is taken in advance to prevent poor performance. Adequate support, in line with resources available and division of agreed roles and responsibilities, will be offered to partners to improve their performance.

Transparency and auditing of accounts and operations

The University's Council achieves assurance through reports received; work undertaken by University Committees and the University system of financial control, which includes:

⁵⁰ More details can be found here: <https://www.nottingham.ac.uk/research/global-reach/trusted-research.aspx>.

⁵¹ Available at <https://www.nottingham.ac.uk/fabs/procurement/key-university-policies/policies.aspx>

- Comprehensive planning processes, supplemented by detailed annual income, expenditure, capital and cash flow budgets.
- Regular reviews of performance and financial results involving variance reporting and updates of forecast outturn.
- Comprehensive financial regulations, approved by the audit committee, finance committee and council.
- Clear definitions of the responsibilities of staff and defined formal requirements for approval and control of expenditure.
- Investment decisions involving capital or revenue expenditure are subject to formal appraisal and review according to levels set by council.
- Professional internal audit service whose annual programme is approved by the audit committee.
- Self assessment controls assurance certificates completed by managers responsible for key systems of financial control; reviewed by the internal audit service and the results reported to the audit committee.

The University produces an annual review and financial statements, which can be found here:

<https://www.nottingham.ac.uk/fabs/finance/publications/global-reviews-and-financial-statements.aspx>

Compliance with laws and regulations

The University has a Legal Services Team, which provides legal advice and representation to the institution. In addition, the University has a suite of policies and procedures to ensure that it meets its legal and regulatory obligations.

Relevant institutional policies and procedures for ensuring effective risk management

The University maintains an extensive database of key policies and procedure documents online, which include policies relevant for risk management, governing (*inter alia*) research conduct, safeguarding, data management, and financial management.⁵² With regard to fraud, bribery, and corruption, the University has several relevant policies in place, including: Anti-Bribery Policy; Anti-Money Laundering Policy and Procedures; Financial Regulations; Fraud Policy Statement; Gift Acceptance Policy and Ethical Fundraising Practice; Investment Policy. Throughout the project, expenditure will be monitored, and any issues will be reported using appropriate University procedures. The University has a dedicated procurement team to ensure procurement is operated with transparency and probity. The Procurement Team is responsible for providing effective, efficient and sustainable procurement of goods and services in order to ensure value for money and corporate responsibility University-wide. In addition, various policies and procedures are in place, including: Modern Slavery Act Policy; Financial Regulations; Ethical Framework; Anti-Bribery Policy.

Project risk register

A comprehensive project risk register will be finalised in the project inception phase and submitted as part of the finalised project workplan. The register will be reviewed monthly in project team meetings and updated if necessary through inclusion of new emerging risks, alterations to likelihood or impact assessments, and/or amendment of mitigation, management, or escalation plans. Adaptations to the risk register will be submitted to the FCDO alongside quarterly reports, while any risks identified as having medium or high likelihood of occurrence or potentially high impact will be reported to the FCDO in an ongoing manner. The tables below set out a preliminary register of risks noted by the project team to serve as the basis for risk assessment in the inception phase.

Draft risk register: delivery risks⁵³

Risk			
Departure of key personnel during project delivery			
Likelihood of occurrence (L/M/H)	L	Impact if realised (L/M/H)	L
Mitigation	The proposed team-based approach to project delivery ensures that there cannot be a single point of failure in the project, and overlapping expertise ensures that individual responsibilities can be taken up by a different member of the team in the event of a departure. Additional Rights Lab researchers with relevant skills are also available to step in to ensure delivery in the event of a departure—the depth of Rights Lab expertise in business and human rights ensures that there are appropriate staff to step in if needed.		
Management	In the first instance, the Project Lead will be responsible for the reallocation of tasks and responsibilities in the event of departure of a team member. In the event that the Project Lead departs, Project Co-Lead Davis will step in to act in this capacity with support from the other Project Co-Leads and Rights Lab Director, Prof Zoe Trodd.		
Escalation	Any departure of a team member will trigger an escalation to the Rights Lab Director to		

⁵² An A-Z of policies is available at <https://www.nottingham.ac.uk/hr/policies/policies.aspx>

⁵³ Note: estimated likelihood of occurrence accounts for mitigating measures in place to prevent occurrence.

point	confirm the reallocation of staffing on the project. The departure and proposed reallocation of staffing to accommodate will be reported to the FCDO within five days.		
Risk	Team members are not able to recruit appropriately skilled research assistants to support project research activities		
Likelihood of occurrence (L/M/H)	L	Impact if realised (L/M/H)	L
Mitigation	The proposed part-time research assistance roles have been designed on the basis of an assessment of the available postgraduate student cohort in the Faculty of Social Sciences (including doctoral candidates affiliated with the Rights Lab). This includes a review of the size of the cohort (i.e. the number of applicants that may be interested in the roles) and the relevant skills of individuals within the cohort (i.e. the number of applicants with the necessary skills to complete the planned activities). This also reflects the experience of the Rights Lab and project team in recruiting and managing part-time research assistants in similar capacities within the Faculty of Social Sciences over the past five years.		
Management	In the event that an insufficient number of appropriately skilled part-time research assistants are recruited into the roles, the relevant research activities will be reallocated to an existing Rights Lab Research Fellow or Research Associate and their workload rebalanced to accommodate these additional responsibilities. Opportunities may also be extended to doctoral candidates in other faculties or universities to widen the pool.		
Escalation point	Project Co-Leads will each be responsible for recruitment of part-time research assistants within the project activities for which they are responsible (through standard university recruitment processes for student casuals supported by the project administrator). In the event they are not able to recruit appropriately skilled candidates, this will be escalated to the Project Lead who can review the possibility for extending the application to other candidates or reallocate existing Rights Lab staff (in her capacity as Rights Lab Associate Director).		
Risk	Local collaborators in case study contexts are not able to facilitate focus group discussions		
Likelihood of occurrence (L/M/H)	L	Impact if realised (L/M/H)	L
Mitigation	The project plan involves engaging local collaborating organisations with whom the Rights Lab already have established relationships to facilitate focus group discussions. This minimises the risk of disruption to plans for these activities and ensures that the discussions are organised by a local organisation already working with the target community. Engaging local facilitators to conduct the session further mitigates this risk.		
Management	The reasons underpinning the inability of local collaborators to conduct focus group discussions will be reviewed, and a determination made by the project team on whether to pursue an alternative collaboration pathway with a different organisation or facilitator or revert to an alternative method of data collection. Alternative methods of data collection include the opportunity to curate an online forum or workshop for inputs from the target population, the option for a local enumerator to conduct individual consultations with members of the target population, a shift to key informant consultation with organisations working directly with affected populations, or a review of existing evidence from this population (depending on the specific circumstances).		
Escalation point	In the event that local collaborators are not able to facilitate focus groups, the relevant Project Co-Lead (Davis) will immediately engage with the Project Lead to manage the situation. The project team collectively will review the situation, consider the appropriate course of action given the situation, and proceed. This decision will be communicated to the FCDO within 48 hours to enable discussion.		
Risk	Low engagement in stakeholder consultations		
Likelihood of occurrence (L/M/H)	L	Impact if realised (L/M/H)	M
Mitigation	The team will ensure that invitations are distributed within a reasonable timeframe of planned dates and confirmed attendance is secured more two weeks prior to the event. This will be supported by engaging with the active networks of the Rights Lab, FCDO and CWSB, ETI, and Survivor Alliance (as well as other established collaborators). The research team all have extensive experience with stakeholder engagement, and invitations will be framed around the bidirectional benefit of participation. Stakeholder		

	engagement has been designed to take multiple forms and include options for both written and remote engagement to minimise barriers to participation. People with lived experience will be compensated for their participation, in line with best practice around engaging people with lived experience in research.		
Management	Reminders will be shared with all invited participants to confirm registration well in advance. For invited participants who have not confirmed attendance two weeks in advance, follow-up contact will identify whether a replacement attendee should be invited to participate and invitation shared at that point.		
Escalation point	All engagement activities will specify a minimum participation rate for the viability of the specific method. In the event that this threshold is not ensured two weeks in advance, the project team will engage collaboratively with the FCDO and their own networks to reach the threshold to determine if scheduling needs to be revisited.		
Risk	Insufficient existing literature and evidence		
Likelihood of occurrence (L/M/H)	L	Impact if realised (L/M/H)	L
Mitigation	As evidence reviews and secondary data analysis consider existing literature and data, there will be natural limits to what knowledge and data have been researched, published and made available. However, a preliminary search conducted by the team in preparation for submitting this tender suggests the presence of a sufficient literature field to appropriately address the research questions. This limitation is further mitigated through the use of multiple primary data collection methods in addition to secondary methods.		
Management	In the event of insufficient existing literature and data to meet the objectives of the research in conjunction with the primary data collection methods proposed, the project team will explore the possibility of expanding primary data collection to accommodate.		
Escalation point	If, within the first stage of work, there does appear to be significant limitations to data access that will not be addressed through the proposed primary data collection methods, the research team will discuss with the FCDO team several options for accessing data. These gaps are most likely to occur in business contexts rather than government contexts.		

Draft risk register: financial risks

Risk	Fluctuations in inflation and exchange rates affect the sufficiency of planned costs for international activities in case study contexts		
Likelihood of occurrence (L/M/H)	L	Impact if realised (L/M/H)	L
Mitigation	Budgeted costs account for fluctuations in inflation rates and exchange rates, providing a buffer to protect against such fluctuations.		
Management	If fluctuations exceed the accommodations accounted for within the budget, costs may be reallocated from other line items in the budget to accommodate. This will entail an assessment of the feasibility of delivering the activity to which the latter line item relates with reduced budget, and appropriate additional cost-saving measures.		
Escalation point	In the event that costs need to be reallocated between line items, this will be reported to the FCDO through quarterly reporting (if budget implications are minor), in monthly meetings (if moderate), or immediately (if potentially significant).		

Draft risk register: safeguarding risks

Risk	Secondary distress or secondary traumatisation of research team or participants		
Likelihood of occurrence (L/M/H)	L	Impact if realised (L/M/H)	M
Mitigation	As with many human rights topics, the risk of distress caused to the research team or research participants is always present. This risk is mitigated through the experience of the team in handling topics surrounding modern slavery and human rights abuses. This risk is further mitigated as the project will be focussing primarily on business behaviour and considering adverse human rights impacts in aggregate rather than focusing on individual survivors' specific experiences of human rights abuses.		
Management	The Project Lead will meet regularly with the research team to check on progress of the project as well as confirming the research team's wellbeing. The University of Nottingham have services available to further support any staff who experience distress. The more		

	experienced team members will review any materials that are more explicit where less experienced team members, such as employed RAs, will review less potentially distressing material. Engagement with people with lived experience will be organised and conducted in collaboration with survivor leaders and in accordance with robust ethical and distress protocols.
Escalation point	In the event that a risk or occurrence of distress is identified during data collection, this will be escalated to the Project Lead and managed in collaboration with the University's Dedicated Safeguarding Lead if necessary.
Risk	Incidents of bullying, harassment, discrimination, exploitation or abuse reported in regard to a member of the project team or recruited role holder
Likelihood of occurrence (L/M/H)	L Impact if realised (L/M/H) H
Mitigation	The University maintains robust policies, processes, and procedures to prevent bullying, harassment, discrimination, exploitation and abuse. All project team members have training in mitigating and managing such incidents, and the Project Lead is the Co-Chair of the Rights Lab's Equality, Diversity and Inclusion Group.
Management	The relevant university processes will be engaged to address the incident, based on the specific circumstances and nature of the incident.
Escalation point	If brought to the attention of one of the Project Co-Leads, incidents will immediately be raised with the Project Lead (unless inappropriate in the circumstances) to support navigation of relevant university processes. Rights Lab senior leadership, EDI representatives, and senior administrators may also be engaged depending on the nature of the incident.

Draft risk register: reputational risks

Risk	Data breach related to project data
Likelihood of occurrence (L/M/H)	L Impact if realised (L/M/H) H
Mitigation	The University and Rights Lab maintain robust data management policies and processes, involving scrutiny of research activities. The project team have extensive training and experience in research data management, and robust protocols for data management and protection will be included in the finalised project workplan.
Management	The University's dedicated procedure for data breach will be followed (available at https://www.nottingham.ac.uk/governance/documents/personal-data-breach-procedure-2019.pdf). Management of incidents will depend on the severity of the data breach in question.
Escalation point	All data breaches must be reported to the University's Information Governance Team. There is also a facility for reporting breaches outside normal working hours. Any breaches will also be reported to the FCDO through quarterly reporting (if the breach is minor), in monthly meetings (if moderate), or immediately (if potentially significant).
Risk	Misconduct by a member of the project team or someone affiliated to the project
Likelihood of occurrence (L/M/H)	L Impact if realised (L/M/H) H
Mitigation	All team members have appropriate training in research ethics and integrity, safeguarding, and other relevant university policies and procedures. The University maintains robust policies, processes, and procedures around research conduct, robust ethical protocols will be finalised in the project inception phase, and all activity will be subjected to ethical scrutiny by the REC. Regular audits of data collection and analysis procedures will also be conducted to identify any potential issues early.
Management	In the event of suspected misconduct, the relevant University procedures for managing the specific type of behaviour will be engaged immediately. Any confirmed instances of misconduct will be addressed swiftly, with appropriate disciplinary actions taken according to institutional policies.
Escalation point	Any suspected misconduct will be reported to the Project Lead immediately (unless circumstances make it inappropriate). Rights Lab senior leadership, EDI representatives, and senior administrators may also be engaged depending on the nature of the incident.

T6 Value for money

This project achieves value for money in several ways. In particular, six core aspects of the project as proposed deliver economy and efficiency, as well as meaningful value add, without sacrificing research quality or rigour:

- (1) Core team members are leaders in their fields, with existing subject matter and methodological expertise and capacity to begin implementation quickly, while achieving economy and effectiveness.
- (2) Researchers at different levels are engaged in project delivery, with task allocation tailored to maximise economy without impacting quality or rigour.
- (3) The proposed approach capitalises on previous and ongoing projects conducted by the project team and wider Rights Lab to deliver additional value and reduce resource burdens.
- (4) The project utilises proprietary datasets created by the project team and wider Rights Lab to deliver additional value without imposing costs for the use of these assets.
- (5) All project expenses have been budgeted on the basis of economic efficiency, to reduce costs while still ensuring effective delivery.
- (6) The Rights Lab and wider University have extensive experience of managing studies of this nature and size, and established processes and procedures for efficient project management.

Capitalising on existing expertise

The core project team has been selected to represent complementary skills and expertise relevant for the delivery of this project. All core team members have extensive experience managing and delivering projects related to business and human rights, advanced methodological toolkits for research activities outlined in the project that have been piloted and refined over years and multiple studies, foundational expertise that positions them several steps ahead in delivering the proposed research, and extensive existing networks of stakeholder contacts that can be engaged in the project. Each team member's time is proportionate to their project workload and scaled across the project timeframe to accommodate periods of more intensive research activity for which the team member is responsible. This ensures sufficient levels of core team staffing to ensure effective delivery structured flexibly in line with the requirements of the project workplan.

Project Lead, Dr Katarina Schwarz, is a specialist in human rights law, policy, and practice with an extensive track record of successful project delivery in studies within the field of business and human rights and deploying the various research methods outlined in this project. She has piloted and refined new approaches to systematic evidence review on human rights issues, empirical analysis of law and policy frameworks, key informant interviews and surveys, Delphi method, and engagement with people with lived experience. This experience ensures efficient and effective methodological design for all project methods and tools. Schwarz's extensive networks within the fields of human rights, labour rights, human trafficking and modern slavery—within the UK and internationally—also provide a strong foundation for stakeholder mapping and engagement.

Project Co-Lead in Secondary Research, Prof Colin Mackie, is a specialist in corporate liability and responsible business conduct and has conducted a wealth of law and policy reviews (doctrinal and empirical) that equip him to deliver this project with maximum efficiency. Mackie's existing research on the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct is also of great benefit to this project, deploying a strong existing body of research and knowledge in this project. Mackie's extensive networks within the field of corporate liability and responsible business conduct also provide a strong foundation for stakeholder mapping and engagement activities.

Project Co-Lead in Primary Research, Dr Tina Davis, is a specialist in business and human rights with a wealth of relevant experience that translates into effective and efficient delivery of this project. She has recently completed research on the uptake of UNGP pillar three into National Action Plans and on access to remedy in the Baltic Sea region, during which she developed a range of methodological approaches and processes that will be deployed in this study. Davis' extensive networks within the field of business and human rights—in the UK and internationally—also provide a strong foundation for stakeholder mapping and engagement activities.

Project Co-Lead in Strategic Engagement, Dame Sara Thornton, has extensive experience working with different stakeholder groups in the field of business and human rights and well-established networks among the public, private, and third sectors. Thornton will dedicate an average of 5% FTE to the project over its duration, leveraged strategically in periods involving planning and delivering stakeholder engagement. By capitalising on Thornton's strong connections and insights, we are able to maximise the effectiveness of stakeholder engagement across sectors.

Engaging researchers at different levels

The proposed approach and staffing model for the project envisage the recruitment of doctoral researchers within the University of Nottingham's Faculty of Social Sciences as part-time research assistances to support labour intensive research activities within the project (such as qualitative and quantitative coding, data

collection, and screening of literature). These activities require a level of expertise and research skill possessed by current doctoral candidates in the University of Nottingham, while concentrating the time of the project leads on activities reflective of their level of specialised skill and expertise. By developing robust and detailed research protocols to guide these researchers, we ensure that the research maintains a high standard of academic rigour. This is further supported by ongoing monitoring, management, and quality assurance conducted by the responsible member of the core project team.

The Rights Lab has a long track record of successfully engaging part-time research assistants from our postgraduate community in research projects of a similar nature to this NBA. The cohort of graduate students that will be available for such opportunities during the course of delivery of this project includes a large number of researchers working on topics related to business and human rights. This includes around 20 Rights Lab affiliated PhD students, as well as the wider Faculty cohort. We therefore have a high level of confidence in our ability to recruit supporting research assistants for this project that have the necessary skills and experience to complete the research tasks assigned to these roles. Part-time research assistants and benefit not only from the employment opportunity but also the practical research experience and mentorship that comes with these roles.

Our budget includes 127 days of part-time research assistance from current postgraduate students, recruited at the Level 4a training grade (the rate set for current doctoral candidates). The number of days has been carefully calculated to deliver targeted support to the aspects of project activity that are well-suited to the skill-level of these researchers, divided between the systematic evidence review (33.3 days), law and policy review (13.3 days), secondary data analysis (16 days), coding of bilateral investment treaties (13.3 days), coding key informant interviews and focus groups (35 days), and supporting additional research for mixed methods case studies (16 days).

Capitalising on previous and ongoing projects and proprietary datasets

Several previous and ongoing projects conducted by members of the core project team and the wider Rights Lab have been engaged in the proposed project methodology to maximise value for money (by taking advantage of existing resources) and add additional value (by offering existing resources to the project without imposing costs). The costs of generating the outputs being leveraged have already been covered under other funding sources. However, the intellectual property rights remain with the Rights Lab or project team members, meaning they can be freely used as the team sees fit. Key existing resources engaged for this purpose include a range of templates and tools that can easily be adapted for this project, such as:

- Systematic evidence review methodologies, research protocols, and templates for mixed research syntheses in the field of human rights.
- Key informant interview protocols and questionnaires for public, private, and third sector-stakeholders, as well as people with lived experience and vulnerable populations related to business and human rights issues.
- Key informant survey protocols and questionnaires for public, private, and third sector-stakeholders, as well as people with lived experience and vulnerable populations related to business and human rights issues.
- An established (piloted, refined, and deployed) methodology and coding framework for empirical analysis of NCP complaints.
- An established (piloted, refined, and deployed) methodology and templates for a novel adapted Delphi method (developed by Project Lead Schwarz).

Insights and findings from previous and ongoing research also add value to the project. For instance, Project Co-Lead Davis' studies on implementation of UNGP pillar three across a range of countries and access to remedy in the Baltic Sea region provide key insights on implementation in other countries with comparative value for the NBA. Project Co-Lead Mackie's recent systematic analysis of NCP complaints related to environmental violations provides a tested methodology for mixed methods empirical analysis of complaints through these mechanisms, as well as enabling comparative analysis of access to remedy and corporate behaviour in relation to environmental versus human rights issues. Project Lead Schwarz's various projects examining human rights in different jurisdictions (including all case study jurisdictions) provide strong foundations for mixed methods case studies, while her work examining EU external policy provides useful comparative insights for the NBA. Existing Rights Lab research on human rights due diligence laws globally also yields relevant comparative insights for the project.

Utilisation of proprietary datasets

In addition to building on, and benefitting from, previous research conducted in the Rights Lab, the proposed methods and approach outlined capitalise on Rights Lab and project team proprietary datasets to deliver enhanced value for money and add value to the project. By taking advantage of existing data assets, we are able to reduce the requirements for data collection, processing, and analysis in support of some of the research activities in this project, as well as providing relevant comparative information to better understand UNGP implementation in the UK (as compared against other jurisdictions and other corporate liability

issues). The approach outlined benefits from access to (and use of) several proprietary datasets held in the Rights Lab, including (but not limited to):

- The **Rights Lab's modern slavery risk model** represents a comprehensive risk assessment solution developed by the Rights Lab, based on over six years of rigorous research, integrating various Rights Lab proprietary datasets with a range of public data sources. While the model focuses on modern slavery risk, it is designed to cover wider, intersecting issues which are indicators for broader human rights challenges in both country and industry contexts, such as gender, migration, poverty, justice and climate impacts. Using this data set in this project allows us to provide risk indicators and data for country and industry lists for internal use by the FCDO.
- The **UK Trade and Investment Agreements database**, developed by Project Lead Schwarz as part of the *Harnessing UK Trade and Investment to Address Indo-Pacific Modern Slavery Risk* project (funded by the AHRC through the MS-PEC). This database includes comprehensive coding not only of modern slavery-specific concerns, but also wider human rights, labour rights, sustainable development, and rule of law concerns addressed in UK trade and investment agreements. This brings added value to the project's law and policy review.
- The **Anti-Slavery in Domestic Legislation database** (developed by Project Lead Schwarz) contains the domestic constitutions, criminal codes, and labour laws of all 193 UN Member States as well as data on treaty ratification for a wide range of international human and labour rights instruments. This provides relevant insights for considering human rights risks in other countries within which UK businesses may operate or engage, as well as valuable source information for mixed methods case studies. It also tracks the relevant instruments to which the UK is party, meaning that this aspect of assessment is already completed.
- The **Understanding NCP Complaints database** (developed by Project Co-Lead Mackie) covers all NCP complaints recorded in the OECD Database of specific instances related to environmental harms, categorically coded for a range of variables. These coding framework for these complaints is consistent with the planned approach outlined in this project for human rights complaints. This existing dataset (when combined with the project data set) will provide a fuller picture of access to remedy and business compliance, as well as comparison of approaches and outcomes between environmental and human rights complaints.

Project expenses

Project expenses have been

Project travel expenses have been kept to a minimum by planning for remote data collection in most instances, and for local facilitation of focus groups by collaborating organisations. As case studies are geographically diverse, travel costs for the team to conduct in-person data collection would be significant (both in terms of travel costs themselves and the required time for travel). The project plan therefore envisages data collection in case study contexts being conducted by local enumerators and facilitators recruited through established Rights Lab collaborating organisations working in these places. This approach also improves the efficiency and efficacy of data collection, as it will be conducted by individuals from the context, who have relevant local connections and affiliations supporting trust among the participant population. Expenses associated with local enumeration and facilitation have been included in the budget, based on figures associated with recent engagement for similar research in a geographically diverse sample of countries.

Travel budget has been retained for the project team to travel to London for a minimum of two in-person events. This covers travel for the Project Lead (Schwarz) and Co-Leads Davis and Mackie. London travel for Dame Sara Thornton is not included in the budget as she already resides in the vicinity. Costs for travel to London are kept low by budgeting off-peak standard class trains.

The inclusion of stipends for LEAP members reflects best practice in supporting participation of people with lived experience of human rights violations. Costs budgeted account for time in meetings, preparation, training, and capacity building required for participation in the project. The budget also includes costs for participation in case study focus groups, as these are intended to engage affected populations and people with lived experience. The inclusion of these costs ensures that the project delivers ethical engagement with affected populations that is not extractive.

Professional transcription of key informant interviews and focus group discussions is included in the budgeted, based on quotes provided by TP Transcription. TP Transcription provides human transcription and translation services, ensuring accurate transcripts of research data collected for analysis. They are Cyber Essentials Plus audited annually and hold the Cyber Essentials and Cyber Essentials Plus certificates. They are UKAS ISO 27001:2022 audited and accredited and ISO 9001 & ISO 14001 systems accredited, as well as being members of the American Translators Association and we are assessed for GDPR compliance

annually by IASME (Cyber Assurance Level 1). The Rights Lab have previously worked with TP Transcription and have ensured that the necessary safeguards are in place to ensure confidentiality and data security. Engaging a professional transcription service reduces costs associated with this activity without sacrificing accuracy as professional transcribers are significantly more efficient in this task than (for instance) research assistants (use of automated tools does not currently deliver the required level of accuracy for reliable and robust research).

Professional graphic design for the final report will maximise communication and impact, translating research findings for policy and practice audiences and making accessible and engaging content. Text will be supplemented with visual materials and infographics to distil findings in clear, useful ways, using formats tailored to respective audiences. Competitiveness in design cost is ensured through securing multiple quotes from different experienced suppliers that have previously worked with the Rights Lab team.

Premises and office costs (estates costs) have been calculated on a 'full economic costing' (fEC) approach set out in the [Transparent Approach to Costing](#) (TRAC) methodology. The research charge-out rates for estates are calculated as follows: (1) institutional estates costs by discipline group (Law and Rights Lab) are isolated to form the rate numerator (excluding technicians and facility costs pools); (2) staff FTE rate obtained per discipline group to form the denominator; (3) the estates rate calculated for each discipline group, and applied proportionality on this basis to the project costs. Central function costs have been calculated on the basis of the proportion of Rights Lab turnover represented by core operations costs.

Effective financial management

FCDO funds are received by the University's Research and Innovation (R&I) central team in response to an expenditure report submitted to the FCDO. An assigned post-award team member or Research Finance Project Coordinator (RFPC) from R&I safeguard the funds.

The Rights Lab project lead (or Rights Lab Project Officer as delegate) request authorisation of all expenditure against a university-generated project code. The Rights Lab's Senior Research Operations Manager reviews and authorises each request. The R&I RFPC monitors and reports on expenditure.

A member of the Central Banking Services team (Finance and Infrastructure directorate) is responsible for and conducts bank reconciliations. They are responsible for monitoring, allocating and reconciling all university income and expenditure, including the sterling, foreign and subsidiary bank accounts; liaising with the Bank regarding unusual activity on the bank accounts; and assisting with banking queries.

The Procurement Team provides effective, efficient and sustainable procurement of goods and services, ensures value for money and corporate responsibility University-wide. The Internal Audit Service also ensures that the university achieves value for money.

An Independent Auditor reports solely to the Council of the University of Nottingham, in accordance with Section 75 of the Higher Education Research Act 2017. Their report is published on the university website annually as part of the Strategic Review and Annual Statements ([here](#)).

All staff must incur fair and justified expenses as set out in the [Travel and Expenses Policy](#).

B3. Personnel inputs

Role	Person	Days
Project Lead	Dr Katarina Schwarz	33
Project Co-Lead	Prof Colin Mackie	55
Project Co-Lead	Dr Tina Davis	66
Project Co-Lead	Dame Sara Thornton	11
Project administrative support	Rights Lab Operations Team	22
Part-time research assistance	To be recruited	127

B4. Matters not appropriate in any other appendix

N/A

Project workplan (timeline)

(Excluded from page count)

Month:	1	2	3	4	5	6	7	8	9	10	11	12
Inception phase												
Finalisation of ethical protocols and ethics review												
Finalisation of methodological approach and data review												
Stakeholder mapping & finalisation of engagement strategy												
Finalisation of risk register and mitigation strategy												
Finalisation of research protocols												
O1. Project Workplan												
Research phase												
Systematic evidence review (SER)												
Data collection												
Initial review and screening												
Full review and analysis												
Synthesis and reporting												
Law and policy review (LPR)												
Collection and review of relevant law and policy												
Doctrinal and comparative analysis												
Expansion of TRIMS database												
Analysis of human rights in trade and investment agreements												
Comparative analysis of global due diligence laws												
Secondary data analysis (SDA)												
Identification, processing and collation of secondary data												
Analysis of collated secondary datasets												
Comparative analysis of business performance												
Analysis of modern slavery statements												
Human rights risk mapping												
Key informant interviews (KIIs)												
Scheduling and conducting interviews												
Simultaneous transcription and coding												
Analysis and reporting												
Key informant survey (KIS)												
Piloting of survey instrument												
Refinement and finalisation of survey instrument												
Dissemination and data collection												
Processing and data analysis												
Mixed-methods case studies (MCS)												
Case study research (TER, LPR, SDA, KIIs, KIS)												
Focus group discussions (FGDs)												
Finalisation of target stakeholder groups												
Local partner engagement and planning												

[illegible]