Foreign, Commonwealth & Development Office

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**Section 4 Appendix A**

**CALLDOWN CONTRACT**

**Framework Agreement with:** **DT Global International Development UK Ltd**

**Framework Agreement for:** **General Economic Development Framework (GEDF)**

**Framework Agreement Purchase Order Number: PO 8126**

**Call-down Contract For: Hygiene and Behaviour Change Coalition (HBCC) – Oxygen CoLab Phase 2**

**Contract Purchase Order Number: To Be Advised**

I refer to the following:

1. The above-mentioned Framework Agreement dated **8th February 2019**;

2. Your proposal of **23rd June 2023**

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

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

1.1 The Supplier shall start the Services no later than **10th August 2023** ("the Start Date") and the Services shall be completed by **9th May 2025** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

**2. Recipient**

2.1 FCDO requires the Supplier to provide the Services to the **Foreign Commonwealth & Development Office** (the "Recipient").

**3. Financial Limit**

3.1 Payments under this Call-down Contract shall not, exceed **£4,995,609** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

3.2 When Payments shall be made on a 'Milestone Payment Basis' the following Clause 22.3 shall be substituted for Clause 22.3 of the Framework Agreement.

**22. PAYMENTS & INVOICING INSTRUCTIONS**

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

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

**4. FCDO Officials**

4.1 The Project Officer is:

[redacted]

4.2 The Contract Officer is:

[redacted]

5. Key Personnel

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

[redacted]

**6. Reports**

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

**7. Duty of Care**

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

I. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.

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II. The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified FCDO in respect of:

II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;

II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.

III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.

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

**8. Call-down Contract Signature**

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

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

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

Name: [redacted]

Position: COMMERCIAL LEAD

Signature:

Date:

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

Name: [redacted]

Position: DIRECTOR

Signature:

Date:

# ITT Terms of Reference

# Hygiene and Behaviour Change Coalition (HBCC) – Oxygen CoLab Phase 2



## 1. Introduction

In March 2020, in response to the COVID pandemic, the FCDO's Frontier Technology programme pivoted to build a technology pipeline to support activities related to the COVID-19 pandemic. Specifically, COVIDaction was set up to pilot and invest in innovations, and strengthen supply chains, across a number of key thematic areas. The initial focus was on tackling COVID-19 immediate needs: frugal ventilator design; the shortening and localising of supply chains with a specific focus on PPE; and using data for decision making to support the pandemic response. COVIDaction's portfolio of 36 organisations, teamed up with expert partners, to learn from them about the emerging needs of the pandemic. As the pandemic continued, it exposed critical vulnerabilities of health systems and supply chains - such as access to oxygen in low-resource-settings and the equitable distribution of vaccines across vulnerable populations, and issues associated with hesitancy in vaccine uptake.

The Frontier Technology Hub subsequently setup two **CoLabs** to tackle the most pressing issues in greater depth: i) **vaccine data** to address the issue of vaccine hesitancy using technology and behavioural science; and ii) **oxygen** delivery and supply chains for low resource environments.

The new CoLab methodology is seen as key to the success of these activities. As detailed in the next section, the CoLabs teams support rigorous **experimentation** (the Lab, in CoLab) of possible solutions, and **collaboration and collective advocacy** (the Co, in CoLab), among

relevant stakeholders. By generating and sharing evidence and learning and moving together to solve problems, the team are supporting systems strengthening.

These terms of reference specifically refer to implementation of the COVIDaction Oxygen CoLab that was setup to reduce preventable deaths by improving access to oxygen availability in remote district health centres in low- and middle-income countries (LMICs). It brings together typically siloed actors: target product profile (TPP) creators like UNICEF; funders; academia (such as UCL and the Royal Academy of Engineering); engineers; innovators; and a range of other investors. It harnesses expertise from within the UK and globally.

## 2. Oxygen CoLab - Context

The CoLab approach recognises that **next generation oxygen technology** (e.g. NASA's ceramic technology, structured beds, metal organic frameworks) is **not meeting the low-resource needs** (not at the right development stage, too expensive, wrong scale, not compatible with low-resource settings, etc.)**.** Further, it is challenging for small innovators to have their solutions adopted by manufacturers due to significant intellectual property issues. The oxygen concentrator is a very complex system with interrelated functions, so solving one piece alone is not as powerful as creating a complete mechanical solution. As a result, **open calls to unearth new oxygen tech haven't 'solved the problem'**. To successfully design, manufacture and sell fit-for-purpose oxygen concentrators, there need to be actors with high levels of capability and commitment. Early work has identified three broad groups of oxygen product innovator at different stages of product innovation in terms of commitment to the necessary innovations and the capability to bring a fit for purpose oxygen concentrator to market:

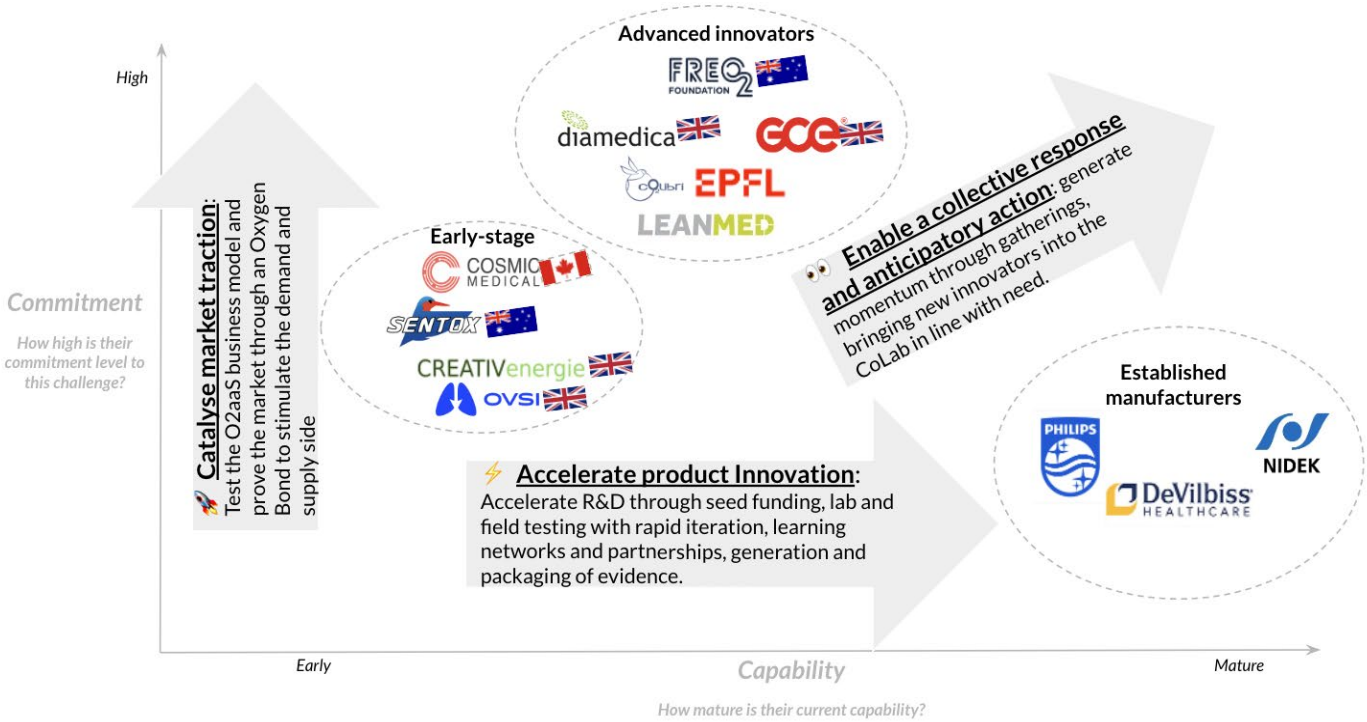
- ***Early stage*** - medium levels of commitment and low levels of capability
- ***Advanced*** - high levels of commitment and medium levels of capability
- ***Established manufacturers*** - low levels of commitment and high levels of capability

Further, a loud message from innovators of all sizes is the need for **strong market signals** (demand) in order to invest significant time and resources into product development, medical device regulations and manufacturing processes.

The project therefore needs to respond by working concurrently across three workstreams:

- **accelerating product innovation and improvements**
- **building market demand and traction**
- **creating the momentum required to draw in funding and influence policy improvements around access to oxygen**.

The following diagram shows the commitment vs capability of the 3 broad groups of product innovators, and how the 3 suggested workstreams will improve capability and commitment.




**Workstream 1: Accelerate product innovation**

We aim to accelerate product development through targeted research and seed funding for development, then testing of existing and close-to-market devices against a Target Product Profile through lab and field tests. The Oxygen CoLab will support the generation, rapid iteration and packaging of evidence learning through feedback loops with a learning network, an expert advisory group and the wider enabling network.

**Workstream 2: Build market demand and traction**

Work has started to explore whether selling **Oxygen as a Service (O2aaS)** could increase affordability and improve sustainability. These new business models need to be scaled and new pilot business models added to the portfolio to prove their value proposition. Further, we need to explore the role of innovative financial instruments to stimulate demand and support increased oxygen supply. As with product innovation, the Oxygen CoLab will support the generation, rapid iteration and packaging of evidence learning through feedback loops with the learning network, expert advisory group and the wider enabling network.

**Workstream 3: Build a collective response to draw in new innovators and funding, influence policy improvements around access to oxygen, and ensure there is a body who can anticipate future requirements**

This knits together and amplifies the learnings and evidence generated from product development, O2aaS pilots and the financial instrument explorations in order to accelerate sustainable access to oxygen concentrators. The learnings from each workstream will be collated and shared to generate momentum at a global level through gatherings, advocacy, policy influencing and sparking connections with others. These global conversations and connections will ensure the Oxygen CoLab is well placed to anticipate future requirements that enable the product to scale, including: training; distribution and last mile delivery; fiscal barriers. In addition, the Oxygen CoLab will continuously scope additional innovations and products which will enhance oxygen delivery and bring into the programme when required.

**Figure 1** below illustrates the 3 work steams under the Oxygen CoLab.

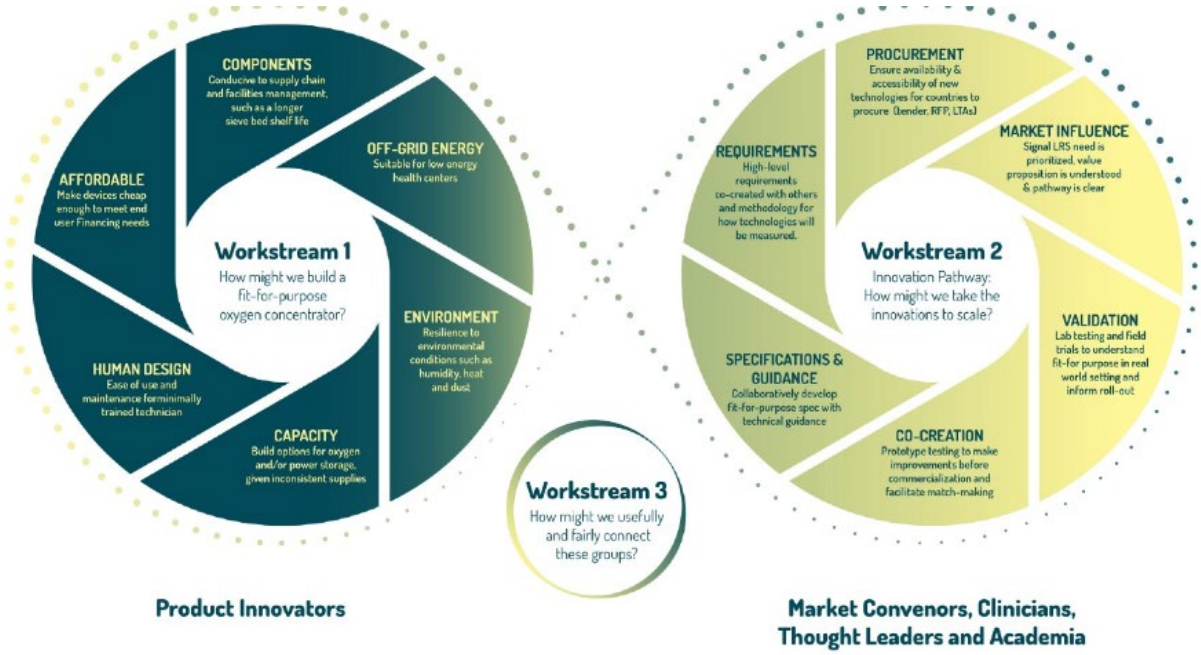



*Figure 1: COVIDaction Oxygen CoLab has 3 workstreams bringing together product innovators, market convenors, thought leaders and academics to scale innovation on oxygen production in low resource environments.*

**Progress so far:** following the initial work on the COVIDaction Oxygen CoLab during the COVID-19 pandemic, a further 2 phases[1] of work have been planned for the Oxygen CoLab to work towards producing oxygen concentrators that are fit-for-purpose in low resource environments, with sound business models that ensure sustainable provision.

**Phase 1** of the Oxygen CoLab is the inception phase of this additional work and it focuses on detailed design and scoping of innovation grants and other activities. This phase has already been contracted through the FCDO EACDS research procurement framework and is running from September 2022 to August 2023. It is expected that there would be handover activity between the incumbent Phase 1 supplier [redacted] and the provider for Phase 2.

**Phase2:** these **terms of reference refer to the larger Phase 2**, focusing on implementation of the Oxygen Co-lab, to run for 21 months from circa. **July/August 2023 to March/April 2025**. By the end of Phase 1, the Oxygen CoLab will have:

- Developed a Target Product Profile (TPP) for Oxygen Concentrators that are fit-for-purpose in low resource settings and that has been validated by the industry.
- Provided two early-stage grants to manufacturers to spur innovation of Oxygen Concentrators in line with the TPP.
- Procured and setup a laboratory for testing existing and in-development Oxygen Concentrators against the TPP. Tested 10-15 existing products against the TPP.
- Started working with 5 Oxygen as a Service pilots to test and validating a business model aimed at securing access to oxygen for the future.

[1] While the initial COVIDaction programme sat under the **Frontier Technology programme**, the follow-on CoLab work sits under the FCDO's **Hygiene and Behaviour Change Coalition (HBCC) programme**.

## 3. CoLab Approach and Methodology

The Better Futures CoLabs (currently Oxygen CoLab and Vaccine Data CoLab) combine grant-making with global partnerships (the Co) and rigorous experimentation (the Lab). In responding to these Terms of Reference for implementation of the Oxygen CoLab, the supplier will need to embrace the CoLab approach, including sharing learning and enhancement with the Vaccine Data CoLab.

The CoLab approach blends the very best practices from development, like grant-making, together with more progressive means of making change through networks and collective action, all underpinned by evidence and rigour. The approach has the following four key strands:

a) **Working backwards from a radically better future:** core to the working practices of each CoLab is a shared point of view on what a 'better future' might look like. Instead of working incrementally forward from today, each CoLab works backwards from where we all hope to be. This vision of 'better' is co-created by a range of stakeholders, so that we leverage each of their vantage points on each challenge.

b) **Grant-making and financial investments:** making grant investments and working capital available to innovators

c) **Partnering with key stakeholders - the 'co' in CoLab:** each CoLab is powered by a constellation of partners required to make change stick. This includes a mix of teams local to the context and others in global organisations who bring influence, funding and other essential contributions to the mix. Each CoLab carefully considers how best to bring these groups together to interact, learn from one another and accelerate change. In the early work on the Oxygen CoLab, the team brought **innovators** together with **UNICEF**, allowing them to develop a **target product profile** for concentrators in a third of the time predicted. This acceleration was down to the careful coordination and bringing an effective constellation of actors together.

d) **Rigorous experimentation - The 'lab' in CoLab:** we know that grant-making alone doesn't encourage teams to be agile and iterative in how they build, measure and learn together. CoLab grantees are supported to apply lean and agile practices through the support offered by the team and underlined in reporting and other requirements, all within the FCDO's Programme Operating Framework (PrOF) that were established as an update to DFID's Smart Rules. Generating evidence is just the start, part of the 'lab' work is also making sure the evidence is seen by the right people, ensuring our work and findings are taken up.

The Better Futures CoLabs are founded on the belief that the sum of these activities is greater than their parts and that, when combined, can make a radically better future possible for oxygen concentrators and vaccine uptake.

The CoLabs are anchored in the following design principles:

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

The Co-lab uses a mix of financing mechanisms, based on what is most appropriate to each objective and the operational partners selected, such as non-profits or private sector entrepreneurs and innovators.

## 4. Objective

The **Oxygen CoLab** is addressing the following core question:

***How can we accelerate global access to oxygen in low-resource-settings through working on market readiness and technology issues concurrently?***

The overarching programme narrative is:

> ***IF*** *we experiment with new oxygen concentrator products that are more fit for purpose in underserved health centres*
>
> ***AND*** *we experiment with new business models for oxygen concentrators that enable sustained access to oxygen in different contexts*
>
> ***AND*** *those experimenting come together to share learning about how to make products and services work in different contexts*
>
> ***AND*** *additional evidence corroborates and complements that learning to prove the model*
>
> ***THEN*** *we can demonstrate the value of innovative products and models in improving access to oxygen and prove the market*
>
> ***AND*** *we can collectively advocate for increased R&D funding, manufacture of innovative oxygen concentrators, and changes to the national and global policy environment*
>
> ***SO WE CAN*** *stimulate supply and increase access to life-saving oxygen in underserved areas beyond the lifetime of this programme*

It follows then that the objective of the Oxygen Co-lab is to accelerate progress towards producing oxygen concentrators that are fit-for-purpose in low resource environments, with sound business models that ensure sustainable provision. This is done by working with partners, including UNICEF and technology innovators, to accelerate progress on market readiness as well as tackling technological challenges. These two areas are being addressed concurrently instead of sequentially.

The impact of the Oxygen Co-lab is for lives of the poorest and most vulnerable to be saved by increasing access to life saving oxygen and reduced pressure on acute systems in LMICS, through increased access to oxygen as part of care in the community, which improves preparedness for future pandemics and resilience of health systems.

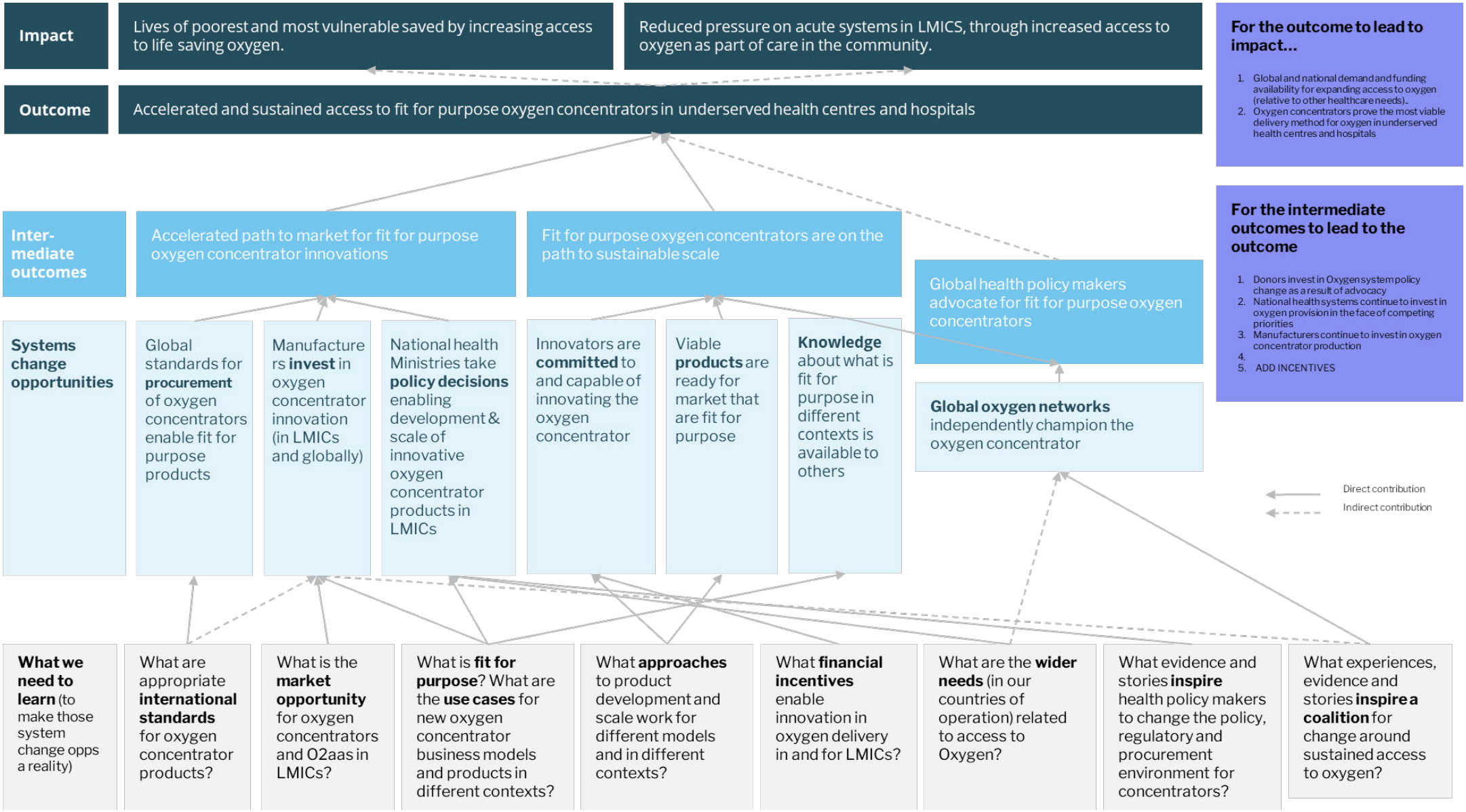
The outputs under the Oxygen Co-lab include:

- **Accelerate product innovation:** Accelerate R&D through seed funding, lab and field testing with rapid iteration, learning networks and partnerships, and evidence generation and sharing.
- **Catalyse market traction:** Through the Oxygen Co-lab, test Oxygen as a service business model for last mile delivery.
- **Enable a collective response and anticipatory action to oxygen supply:** Generate momentum through gatherings, generating evidence, and bringing together new innovators and partners into the Co-lab.
- Develop proven **validity and value of Co-lab model** as a mode of delivery and partnership for testing and generating evidence (working closely with the Vaccine Co-lab on joint learning and evidence generation).

- **Evidence and research generation** around targeted vaccine uptake and reducing hesitancy using data and behavioural change at country and local level.

The project **theory of change**, developed through Phase 1, is shown on the following page.

## The Oxygen CoLab Theory of Change.



# 5. Scope and Key Deliverables

The following section outlines expectations for delivery across the three main components of Phase 2 work, including notes of activity completed under Phase 1.

For additional context, see **ANNEX A: Changes we expect and would love to see** which comprises a table of changes we would expect to see as a minimum at the end of Phase 1 and the stretch targets we would love to see at the end of Phase 2 based on the Theory of Change above and the following deliverables.

## *A. Accelerate Product Innovation*

### *A.1 Grants for Research and Development of new and/or better products*

- **Phase 1 progress so far:** a competition has been launched that will provide £75k to fund two research and development grants to two manufacturers for initial support to improve their existing products in line with the UNICEF Target Product Profile (TPP).
- **Phase 2:** substantial R&D grants are provided for up to three manufacturers to design improvements to existing products to be TPP ready by March 2024 (in time for the UNICEF procurement). Phase 1 grant recipients are expected to put in strong bids. Together with an internal report of the impacts of the grants, research learnings are to be documented and shared publicly to the degree that commercial sensitivities allow.
- **Phase 2:** substantial R&D grants are provided for two innovators developing new products to meet the TPP (not expected to be ready for manufacture by the UNICEF procurement deadline). Together with an internal report of the impacts of the grants, research learnings are to be documented and shared publicly to the degree that commercial sensitivities allow.

### *A.2 Lab and Field Testing of existing and new products against UNICEF's target product profile.*

- **Phase 1 progress so far:** a testing laboratory has been procured and the lab design and testing methodology and protocols completed. Lab testing has begun for 6 current commercially available oxygen concentrators against UNICEF's TPP to find out how close existing products are to meeting requirements of the TPP (or whether they already meet them).
- **Phase 2:** Complete lab test of the 6 current oxygen concentrators. This will result in a published and accessible list of devices that have passed/failed to improve decision making of authorities. The list is to be published by a reputable organisation like ECRI[2].
- **Phase 2:** Lab test up to 5 new (ready-for-market prototype) products as above. The 5 new products include the 3 products receiving R&D grants for improvements ahead of the UNICEF procurement, and in slower time the 2 new products from innovators receiving R&D grants.
- **Phase 2:** Develop and apply protocols for additional field trials of the 2 new products that have come out of the R&D grants to two innovators. The output will include results/certification and recommendations for the 2 products tested. Note that it is anticipated that existing manufacturers, including those benefiting from the first 3 R&D

[2] Emergency Care Research Institute.

grants, would pay for their own field trials, although with access to the developed field-testing protocols, if appropriate.

### *B. Catalyse Market Traction*

#### *B.1 Develop and test Oxygen as a Service (O2aaS) business models.*

- **Phase 1 progress so far:** 2 pilots, that received grant funding under the original COVIDaction project, are scaling their activities. Additional grants have been awarded to set up 3 further O2aaS business trials.
- **Phase 2:** Implement and further scale the 5 trials from Phase 1 and support 2 additional trials (7 in total) to generate and share evidence on last mile delivery and operation and maintenance of oxygen for low resource environments. The aim is to have at least 2 sustained (successful) O2aaS models (out of the 5 trials running from Phase 1 and the 2 new trials) in 2 different countries (envisaged within the Africa or Asia regions), and all models are exploring ways to attract additional finance. Deliverables will include short reports showing evidence on O2aaS models in different countries and regions with shared learnings between providers. Where possible, we will extend the portfolio of demonstrations with new innovative products and business models in the O2aaS space.
- **Phase 2:** Develop, design, and deliver an Oxygen as a Service (O2aaS) decision tool to generate evidence on the innovative business model for last mile delivery. This would constitute a menu of options for a given context and be part of an advocacy toolkit.

#### *B.2 Design a new oxygen finance mechanism and/or instrument*

- **Phase 1 progress so far:** tests demonstrated that an Oxygen bond was not a viable instrument.
- **Phase 2:** Work with technical advisers and O2aaS grantees to explore the potential of financial instruments or mechanisms to support oxygen supply and demand for low resource environments. This work will build on the unsuccessful exploration of an Oxygen Bond. If strong potential is found, work will progress to fully design the instrument and bring in partners to co-finance it, including UNICEF and Unitaid. Phase 2 will field test and build evidence on the implementation of the new instrument in generating market demand /traction.

### *C. Enable a Collective Response and Action on Oxygen - Partnership*

- The following activities are predicated on the supplier developing a diverse set of partnerships. This includes: academic or similar partnerships to generate robust evidence; working with experts to design advocacy products to influence policy development and global conversations; and drawing in external technical expertise to ensure local knowledge and technical know-how are available for innovators.
- **Phase 1 progress so far:** a programme Advisory Board and separate Learning Network have been established. 3 knowledge products have been created in collaboration with Learning Network members. The CoLab will run a round table or similar event on the future of Oxygen to build and sustain networks, reiterate strategy or foster a collective response
- **Phase 2:** Finalise and disseminate UNICEF oxygen system mapping tool, engaging countries to support planning and procurement of oxygen products.
- **Phase 2:** Commission research for visualising and articulating the future of oxygen, demand forecasting (current and future) and horizon scanning, to inform and

encourage supply. This peer reviewed academic study will include evidence gathered through our grantees and our learning networks.

- **Phase 2:** Manage and hold regular meetings of the advisory committee for Oxygen with key stakeholders from the sector to challenge the Oxygen CoLab programme.
- **Phase 2:** Manage the Learning Network for Oxygen with key stakeholders such as UNICEF and WHO to share and disseminate evidence generated on oxygen concentrators and business models for low resource environments.
- **Phase 2:** Deliver evidence products, toolkits and thought-leadership on all of the above R&D innovation. Products are expected to include:
    - Up to 3 academic reports, journal publications, or white papers documenting and sharing learning from the work.
    - Up to 12 blogs, case studies or visual products documenting and sharing learning.
    - Up to 4 Advisory board meetings to reiterate strategy and ensure a collective response.
    - Up to 6 events on the future of Oxygen to build networks, including visioning and problem solving.
    - Up to 4 Enabling network discussions on pathways to get oxygen to the market.
    - Refined demand forecast for the future of Oxygen produced with partners.
- **Phase 2:** Provide technical assistance to entrepreneurs and innovators based on needs and demand. This would be delivered through the Co-lab, bringing in appropriate expertise and resources as required.

The Oxygen Co-Lab model is broad in approach. This means that beyond supporting a cohort of innovators, the Co-lab will also be supporting local and global experts, as well as market traction strategies through testing new innovative financing mechanisms like an oxygen bond.

Overall project scope also includes day to day management of the programme including development and implementation of programme activities, engagement and collaboration with stakeholders, financial and fiduciary risk management, management of downstream partners including related due diligence, risk management, internal monitoring, logistics and administrative duties.

Specific programme design, methodologies, outputs and timings should be developed by suppliers.

## 6. The Recipient

The supplier will report to the FCDO Research and Evidence Directorate (RED) Technology and Innovation Unit (TIU) via the nominated FCDO Senior Responsible Officer (SRO). The work will also be done in close collaboration with the RED Health Research Team and the C19 and Global Health Team, including the nominated FCDO HBCC programme lead.

The RED SRO for the programme, will be the recipient of the assignment and formally approve its deliverables.

The programme will produce operationally relevant research that will be published in the public domain. It will be accessible to decision-makers influencing strategic investment, policy and programming to improve development outcomes for poor people at national and international levels.

The programme will coordinate with and engage FCDO country offices facilitated by the RED SRO. Building strong relationships with FCDO country offices and regional teams will enable the programme to inform and engage across HMG, for example, working with ambassadors in country and departments across government.

In collaboration with FCDO country offices, technical and facilitation support will be provided to local government and coordination bodies with a view to increasing research relevance, ensuring uptake and sharing knowledge with external actors including national governments, regional bodies, private sector, NGOs, donors and other development actors.

## 7. Budget and Timeframe

A contract will be issued for the full project duration (21 months). FCDO has approval for the Oxygen CoLab Phase 2 component of the HBCC programme with a maximum total value of £5.0 million[3] from July 2023 to March 2025. This contract is therefore expected to start before the Phase 1 (inception) contract has finished (extended to August 2023). The Phase 2 work will build on the Phase 1 results and work for a short period in parallel with Phase 1, so collaboration between both will be critical.

The contract will include the option for programme cost extensions for up to an additional 12 months and up to £2 million of value. Any optional extension(s) would be granted solely at FCDO's discretion and subject to governance and budget approvals.

FCDO reserves the right to scale back or discontinue this programme at any point in line with our Terms and Conditions, and the Terms of Reference. Conversely, FCDO may also scale up and/or extend the programme should it prove to be having a strong impact and has the potential to yield better results

The split between **external** funding (grants and partnerships for operational partners to pilot and test on the ground) and **internal CoLab funding** (for technical assistance, coaching and project management) is expected to be approximately **78% external and 22% internal**.

Due to in-year FCDO budget constraints, the budget is split, with £3.0m expected to be spent in the 2023/24 financial year (ending March 2024) and £2.0m expected to be spent in 2024/25.

An indicative split of the total budget is shown in the following table based on the key deliverables.

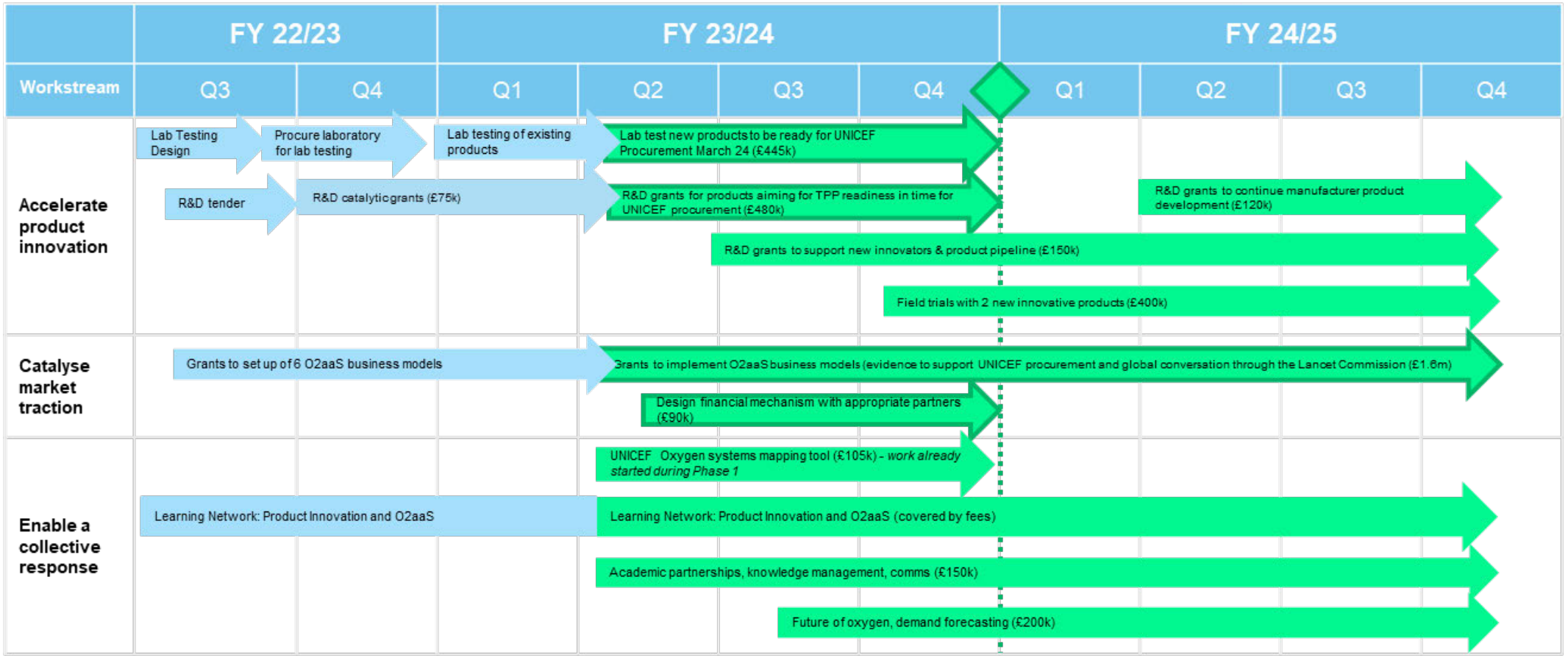
| Type | Component | Delivered Activity | % Split of Total Budget |
|---|---|---|---|
| EXTERNAL | Grants & Bonds | Direct funding for:<br>1) Seed funding to accelerate product development of 3 new oxygen concentrators, with documented and shared learning<br>2) Lab test 5 new (ready-for-market prototype) products<br>3) Field test up to 2 prototype products<br>4) Build on Phase 1 support to 5 Oxygen-as-a-service (O2aaS) demos, with two additional pilots, to test scaling | 70 – 75% |

[3] The budget of £5m excludes VAT but is inclusive of local taxes. While UK VAT is applicable, it is believed to be recoverable, as the programme is generating original research. VAT should therefore be included on invoices and then recovered.

| | | | |
|---|---|---|---|
| | | of new business models.<br>5) O2aaS taxonomy developed and available for public use<br>6) UNICEF oxygen system mapping tool, engaging countries to support planning and procurement of oxygen products (includes UNICEF technical assistance and engagement across all other workstreams).<br>7) Grants to partners for academic research for visualising and articulating the future of oxygen, demand forecasting and horizon scanning, using the evidence gathered through our grantees and our learning networks | |
| | Partnering with key stakeholders – the 'co' in CoLab | Bringing in other 'CoLabbers' with specific local and technical expertise, including:<br>1) External expertise pool to support innovators<br>2) Work with technical advisers and O2aaS grantees to develop a financial instrument<br>3) Storytelling & comms to publish papers, organise quarterly events, cover for any unforeseen needs<br>4) Academic partnerships | 5 – 8% |
| INTERNAL | Rigorous experimentation – The 'lab' in CoLab | CoLab leads and their teams of specialists: direct innovator coaching; collection, synthesis and visualisation of insights and learnings across the multiple workstreams, managing partners. | 10 – 12% |
| | Partnering with key stakeholders – the 'co' in CoLab | CoLab time to bring CoLabbers together and build innovator learning networks to ensure engagement in the R&D process and drive advocacy for O2aaS innovators. | 3 – 5% |
| | Programmatic | CoLab specialists time spent on contracting, finance, due diligence, governance procedures. | 3 – 5% |
| | Financing Fee | Grant management fee (as a % of grant values) | 0.5 – 1% |
| | Expenses | Expenses to cover any travel, organising oxygen summits, and any required tools for the dissemination of the work. | 1 – 2% |
| **Total** | | | **100 %** |

An indicative timeline for Phase 2 activities (as well as Phase 1 activities already underway) and budgets is shown on the following page. The suppliers should adapt the indicative budgets and timings, as they see fit, to optimise their delivery of the intended outputs and impact.

## Critical linkages between budget components across phases




Note: quarters correspond to FCDO financial years from April to March, with Q1 being from April to June.

suppliers should be aware of the total maximum budget for the programme and should ensure that their proposals demonstrate how they will deliver a programme up to the maximum budget for assistance in the most cost-effective way, offering high-quality assistance at the best possible price. Indicative figures should include all costs associated with the establishment of the consortium, management and programme costs.

All fees proposed should cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, local and government taxes (as applicable), insurances, superannuation, non-working days and all other costs including, but not limited to, passports, visas and vaccinations, overheads and expenses of any nature that may be incurred.

The contract will operate on a Payment-by-Results (PbR) basis and specifically on a Hybrid Payment model: (i) 100% of expenses will be paid quarterly in arrears on actuals; (ii) 90% of fees will be paid quarterly in arrears and (iii) 10% of fees will be linked to satisfactory delivery of agreed key milestones. These milestones/outputs will be agreed between both parties within 60 days of the contract start date with effect for the remainder of the contract and take into account the key deliverables outlined within Section 5 of this ToR.

**Value for money** will be monitored throughout the life of the programme. Bids should reflect suppliers' policy on/approach to value for money and demonstrate their ability to monitor and report on this throughout the life of the programme, including identification of future savings and efficiencies that can be realised throughout the programme lifetime. Value for money indicators are expected to be reflected within the agreed Workplan and monitored regularly.

## 8. Technical Requirements

The proposal should set out how the supplier will monitor progress, learn from experience and adapt interventions if necessary. suppliers should demonstrate how their approach will be flexible and adaptable, enabling activities to be turned on or off, scaled up or down, or refocused in response to changes in the programme environment including demand and the delivery of results.

### Knowledge and Expertise

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

- Extensive track record in piloting and testing innovative technologies with operational partners on the ground. This includes management of a range of local downstream partners (not for profit and private sector partners).
- Experience of innovation methodologies including human-centred design and delivering CoLabs.
- Experience of generating high-quality evidence and research, supporting learning journeys and communication of evidence to a wide range of audiences and stakeholders including the FCDO network.
- Skills and expertise in health and social care innovation and policy with international experience on oxygen for low resource environments.
- Skills and expertise in delivering and scaling innovative technology, supporting technology R&D and business model solutions, and good understanding of market-based solutions and value chains in oxygen.
- Leadership capacity to build networks of complementary practitioners and encourage adoption of improved technologies, policies and partnerships.

- Expertise in innovative financing for development of financing instruments and sustainable business models.
- Strong track record in international development and delivering health outcomes.
- Strong programme implementation and management expertise.

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

**Innovation and Research Capacity Building**

Where appropriate, the Supplier should place emphasis on linking international and local organisations and/or innovators and other stakeholders to design and implement a high-quality innovation programme.

Coaching of partner innovators in lean and agile approaches to any design project is an important part of the programme.

**Research Ethics**

It is essential that any research and innovation conducted under this programme adheres to appropriate ethical practices. Implementing partners should adhere to **clear, best practice ethical guidelines and academic ethics protocols** (e.g. confidentiality, disclosure, adequate and informed prior consent, explicitly ensuring 'do no harm'). The Supplier will be required to demonstrate adherence to FCDO research and ethical guidelines.[4]

Strengthening ethical practice for research and innovation should form a part of any capacity building efforts. All research team members and members of organisations involved in programme delivery should be carefully selected and receive specialised training and on-going support in research ethics.

Allied to ensuring best practice in research ethics, FCDO expects the Supplier to ensure that clear ethical standards in research management are established, communicated, complied with, and monitored, including in relation to financial management and people management, by all agents involved in research delivery and particularly all recipients of UK aid funds.

**Management, Governance and Reporting**

The Supplier will report directly to FCDO. FCDO management will be led by the Technology and Innovation Unit within the Research and Evidence Directorate. FCDO will contract one supplier for the programme who will be responsible for delivering the full Terms of reference. The supplier should identify a senior representative(s) with whom any contract management issues may be escalated. Where applicable in the case of any sub-contracted components, the supplier will also be responsible for financial, procurement and risk management of the project.

The phase 1 supplier (Co-lab team) have setup an **expert advisory committee for the Oxygen Co-lab**, that draws on key stakeholders, to drive and steer the work and support the learning journey and evidence generation. The expert advisory committee will **meet quarterly**, and the Phase 2 supplier will act as the secretariat for this group.

[4] https://www.gov.uk/government/publications/dfid-ethics-principles-for-research-and-evaluation

The team will provide **quarterly reports** (slide deck with agreed recommendations from quarterly meetings) on progress, against which payments will be made. The quarterly reports will include progress against Output milestones which are specified in the HBCC logframe. Existing logframe targets for Phase 1 are included in the current HBCC logframe which can be downloaded from the HBCC's DevTracker page (DevTracker Programme GB-GOV-1-301168 Documents). At the end of the first quarter of Phase 2, FCDO and the supplier will agree logframe targets for the remaining project duration.

The team will provide **annual reports** to feed into the FCDO's Annual Review and End of Programme Report for HBCC. Finalised annual reports (incorporating FCDO feedback) will be required no later than the end of February each year.

The team will have **monthly meetings** with the FCDO programme team and the wider group of experts (to be identified with FCDO and will include representation from the Health Research team) to steer, guide, and report on progress. The FCDO Leads for this work will be the SRO for the Frontier Tech Livestreaming programme from TIU and a relevant Health Adviser from the Health Research team.

The Supplier will be responsible for managing their and all their sub-contractor's performance and tackling any areas of poor performance. They will be required to demonstrate strong commitment towards transparency, financial accountability, due diligence of partners and zero tolerance to corruption and fraud. Demonstrating Value for Money, at all stages of the programme, will include demonstrating that administrative costs can be minimised and that programme activities are designed to maximise cost-effectiveness. The CoLab programme will be expected to report on value for money measures integrated into the programme and this will be assessed during FCDO Annual Reviews. As well as Value for Money, the Supplier's performance on broader aspects of contract delivery (e.g. responsiveness to queries) will be monitored through Key Performance Indicators (KPIs). Please see **ANNEX B: Key Performance Indicators (KPIs)**.

The Supplier will maintain regular dialogue with FCDO's programme management team, guided by FCDO's Procurement and Commercial Department, to ensure compliance with all terms and conditions set out in the contract before any contract amendment approval is sought from FCDO's Commercial team. This includes on best practice financial management, including timely and accurate financial forecasting and invoicing and cost control; and effective contract management, including early notification on any proposed changes to the contract.

The Supplier will also be expected to alert FCDO to any new or escalating risks that are likely to impact on the programme, and/or arising opportunities for delivering more benefits that occur outside of regular reporting timeframes

**Evaluation**

During the life of the programme FCDO expects to conduct one or more evaluations or evaluative assessments. The Supplier is expected to cooperate with any FCDO evaluation and to provide in good time any information requested by the evaluator.

The Supplier will work with any appointed Evaluation Supplier and furnish the Evaluation Supplier with requested programme information and data. The Supplier will be expected to have some flexibility to adapt monitoring in response to evaluator recommendations. The Evaluations will be provided by a different supplier to the Phase 2 supplier to ensure appropriate independent review.

# 9. General Requirements

### Upholding the International Development Act (Gender Equality) 2014

The Supplier will uphold the **UK International Development (Gender Equality) Act 2014** throughout its operations and is expected to give due consideration to gender equality throughout its activities in order to empower and protect women and girls and support gender equality. The Supplier will be expected to monitor, evaluate, and address the intended and unintended impacts of interventions on women and girls where relevant. The Supplier will be required to demonstrate how they will ensure gender equality throughout all activities. Details will be finalized during the Inception Phase.

### Environmental Considerations

The Supplier should ensure due consideration is given to the environmental impact of all work undertaken, both in terms of minimising any direct negative impacts, and the extent to which research findings contribute to positive environmental management.

Specific attention should be paid to ensuring individuals travel by economy class and reducing carbon footprint through, for example, using recycled paper and minimising printing and other waste. Where possible, the Supplier should assess the value for money of using digital technologies for communication to avoid excessive travel.

### Safeguarding

Suppliers should have appropriate policies and procedures in place to expressly prohibit sexual exploitation and abuse, and physical and emotional violence. This includes protocols for reporting and addressing such acts

The Supplier should keep FCDO updated on safeguarding issues in their reporting and whenever new risks arise.

### Modern Slavery

The HMG Modern Slavery Statement sets out how UK Government departments must take action to ensure modern slavery risks are identified and managed in government supply chains.

The FCDO Supply Partner Code of Conduct sets out the expectation for all supply partners to have full awareness of the International Labour Organisation (ILO).

Suppliers will be expected to ensure they and any sub-contractors fully comply with these.

### Due Diligence

FCDO undertakes due diligence assessments of all organisations funded. It will assess whether the Supplier has the necessary policies, processes, governance systems and resources including human resources with the right skills and expertise to manage FCDO funds, for the purpose they were awarded, and to deliver the programme successfully. This will include the proposed arrangements between the consortium-lead and its associated consortium members. This may include site office visits.

Suppliers are directed towards the guidance on FCDO Enhanced Due Diligence, particularly with reference to safeguarding.[5]

**Disability**

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

**UK Aid Branding**

Partners that receive funding from FCDO must use the UK aid logo on their development and humanitarian programmes to be transparent and acknowledge that they are funded by UK taxpayers. Partners should also acknowledge funding from the UK government in broader communications, events, and publications, but no publicity is to be given to this contract without prior written consent of FCDO.

**Digital Spend**

All digital context produced by the supplier is subject to UK government digital principles as set out by the Government Digital Service (GDS). All digital developments should:

- Put the needs of users first;
- Learn from and improve these services over time;
- Be freely available for other FCDO programmes to use;
- For more information see: https://www.gov.uk/designprinciples

The Supplier should consider the use of digital elements to maximise value for money, while ensuring the programme remains inclusive and fully accessible. Any proposed digital elements will require approval in line with FCDO's Programme Operating Framework and Digital Strategy.

Where possible, the Supplier should not propose unnecessary bespoke systems or tools, and instead should make use of existing and freely available systems and tools in all aspects of the programme.

**Transparency**

FCDO requires supplier receiving and managing funds to release open data on how this money is spent in a common, standard, and re-useable format, and to require this level of information from immediate sub-contractors, sub-agencies, and partners.

The Supplier will publish to the **International Aid Transparency Initiative (IATI) standard**[6] on all its FCDO funding within six months of the start of this Arrangement. FCDO expects the Partner to publish to the IATI standard on all its non-FCDO funding and for Downstream Partners to publish to the IATI standard on their funding. The intention of this commitment is to allow traceability throughout the delivery chain.

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[5] https://www.gov.uk/government/publications/dfid-enhanced-due-diligence-safeguarding-for-external-partners

[6] http://www.aidtransparency.net/

**Open data**

The programme will generate new data. Datasets generated, both quantitative and qualitative, are expected to be anonymised and be made public according to the terms of FCDO's research open and enhanced access policy.

**Delivery Chain Mapping**

Delivery chain mapping is a process that identifies and captures, usually in visual form, the name of all partners involved in delivering a specific good, service, or charge, ideally down to the end beneficiary. It should also include the actions and activities required to manage regular and exceptional risk throughout the network to reduce exposure and vulnerability.

Suppliers will also be able to demonstrate a full and comprehensive approach and methodology for undertaking due diligence and taking on the risk management of all downstream delivery partners. FCDO may request specific audits of the project and all project partners to be undertaken.

In advance of any release of funds, suppliers will be required to produce a delivery chain risk map which should, where possible, identify all partners (funding and non-funding e.g. legal/contributions in kind) involved in the delivery of a programme. Risk maps should be reviewed and updated periodically, in line with agreed programme monitoring processes and procedures. As a minimum, it should include details of:

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

**Duty of Care**

The supplier is responsible for the safety and well-being of their personnel and third parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

Specific duty of care responsibilities include, as a minimum:

I. The Supplier will be responsible for all security arrangements and His Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.

II. The Supplier will be responsible for insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified FCDO in respect of:

   1. Any loss, damage, or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Contract.

   2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Contract.

III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the

Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Contract in relation to Duty of Care may be included as part of the management costs of the project and must be separately identified in all financial reporting relating to the project.

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

When travelling, the supplier is responsible for ensuring appropriate safety and security briefings for all their personnel working under this Contract and ensuring that their personnel register and receive briefing. Travel advice is also available on the FCDO website, and the supplier must ensure they (and their personnel) are up to date with the latest position.

**General Data Protection Regulation (GDPR)**

Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in **ANNEX C** and the standard clause 33 in Section 2 – General Conditions of Framework Agreement.

## ANNEX A: Changes we expect and would love to see

Based on the Theory of Change and activities specified above, the CoLab have developed the following table outlining the observable and measurable changes we would expect to see as a minimum and the stretch targets we would love to see. This table helps demonstrate the underlying development goals of the activities outlined above.

| **Oxygen CoLab** | | | |
|---|---|---|---|
| **Outcome** | Accelerated and sustained access to fit for purpose oxygen concentrators in underserved health centres and hospitals | | |
| **Intermediary outcomes** | ⚡Accelerate product innovation: Accelerated path to market for fit for purpose oxygen concentrator innovations | 🚀 Catalyse market traction: Oxygen concentrators are on the path to sustainable scale in at least one of our focus countries | 👀 Enable a collective response and anticipatory action: Support a global conversation and movement that advocates for fit for purpose oxygen concentrators |
| *Observable and measurable changes we would love and expect to see.* | | | |
| Expect to see[7] | • Up to 6 innovators have accelerated oxygen concentrator development towards TPP specification<br>• 1 TPP compatible oxygen concentrator ready for market within 6 months<br>• Current oxygen concentrators benchmarked against TPP<br>• Increased capability for product development across innovators<br>• Increased commitment to product development across innovators<br>• The importance of fit for purpose oxygen concentrators is fully understood at a global and country level. | • Evidence to prove the market opportunity for oxygen concentrators<br>• Increased understanding of the need for education, training and maintenance of devices<br>• Ongoing funding commitments to O2aaS as a result of these pilots<br>• Increased interest in this model from local in country enterprises and larger multinational corporations<br>• New innovative financial instrument in development to stimulate demand<br>• 2 sustained O2aaS models in 2 countries<br>• In country conversations about O2aaS taxonomy to | • Oxygen networks are independently championing the oxygen concentrator (Every Breath Counts Coalition and Oxygen Alliance)<br>• Learning Network members are learning from each other's lived experience, to change their approaches<br>• Learning Network members are working together to solve problems in Oxygen<br>• An oxygen systems mapping tool is used to engage countries in planning and procurement of oxygen products, including innovative concentrators<br>• Leverage evidence to drive demand for the improved products. This new evidence will inform the development of materials, guidance, webinars, and direct engagement with countries<br>• Thought leadership pieces lead to increasing trend in number visitors to our website and viewers |

[7] "Expect to see" are the minimum changes that we expect to see as a result of spending this money. This speaks to the question of 'fundamentally what do we believe is going to change'. They should be achievable changes.

| | | | |
|---|---|---|---|
| | | support MoH oxygen planning | of our online content<br>• Thought leadership pieces increase trend in visitors/viewers from the contexts we work in, and in diversity of countries<br>• Ability to anticipate future requirements that will take oxygen concentrators to scale<br>• Horizon scanning for innovative products which enhance oxygen delivery |
| Love to see[8] | • 4 innovative oxygen concentrators are within 12 months of market<br>• All current products lab tested against TPP<br>• 1 innovative product tested against TPP<br>• 1 model in use in 2 countries<br>• 1 oxygen concentrator ready for market | • 7 models attract financing<br>• 7 models are self-sufficient in 5 countries<br>• Crowded in funding for an innovative financial instrument to stimulate market demand in 2 countries<br>• O2aaS taxonomy supports MoH policy making and local procurement decisions | • Thought leadership creates traction with MoH and influences policy developments around oxygen provision<br>• Monthly stories of change about product and service innovation from learning and enabling network members<br>• 6 examples of Learning Network members learning from each others lived experience, to change their approaches<br>• Global conversations highlighting how oxygen concentrators ensure complete coverage for oxygen supply in LMIC's and improve equity of access |

[8] These will be a stretch and it's unlikely that we will see all of them, but they are informing the direction of travel.

# Annex B: Key Performance Indicators: Hygiene & Behaviour Change Coalition (HBCC) Oxygen Co-Lab Phase 2

| No. | Key performance criteria | Sub criteria | Threshold | Frequency | Aug-Sep '23 | Oct-Dec '23 | Jan-Mar '24 | Apr-Jun '24 | Jul-Sep '24 | Oct-Dec '24 | Jan-Mar '25 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1.1 | Management, Strategy and Financial | Accurate and robust quarterly and annual reports submitted by agreed deadlines | 100% reports submitted by deadline to required standard | Quarterly | Enter % Here | Enter % Here | Enter % Here | Enter % Here | Enter % Here | Enter % Here | Enter % Here |
| 1.2 | | Accurate and timely submission of forecasting and invoices | No more than an overall 5% variance in each quarterly forecast submitted versus actual quarterly spend.* Timely submission of invoices (within 30 days of quarter end). | Quarterly | Enter Variance % Here | Enter Variance % Here | Enter Variance % Here | Enter Variance % Here | Enter Variance % Here | Enter Variance % Here | Enter Variance % Here |
| 2.1 | Team performance | Delivery team performance | Minimum 4 on Scoring Scale A below | Quarterly | *Enter Score Here* | *Enter Score Here* | *Enter Score Here* | *Enter Score Here* | *Enter Score Here* | *Enter Score Here* | *Enter Score Here* |
| 3.1 | Timeliness and quality of communications | All written and verbal communications are timely, well structured clear and informative around the progress against plan & objectives, early warnings around potential risks and issues and with focus on findings, learning and recommendations. | Minimum 4 on Scoring Scale A below | Quarterly | *Enter Score Here* | *Enter Score Here* | *Enter Score Here* | *Enter Score Here* | *Enter Score Here* | *Enter Score Here* | *Enter Score Here* |
| 4.1 | Stakeholder engagement and influencing | Positive feedback from Oxygen Co-Lab Partners and agreed key stakeholders supported by evaluation and learning satisfaction surveys | Maintain an average of '3 - good performance' (as per Scoring Scale B below) across received survey responses during the reporting period | Twice over contract duration | | | *Enter Score Here* | | | | *Enter Score Here* |
| 5.1 | Innovation and continuous improvement | Management team responsiveness to FCDO's recommendations based on the findings of annual reviews, mid-term reviews, annual audit reports and performance improvement plans or evaluation reports. | Minimum 4 on Scoring Scale below | 6 monthly | | | *Enter Score Here* | | *Enter Score Here* | | *Enter Score Here* |

* Variance above 5% can be agreed by FCDO on a case by case basis.

**Scoring Scale A**

| Score | Description - KPI's (1.1, 1.2, 2.1, 3.1, 4.1 & 5.1) |
|---|---|
| 5 | Proactive and innovative, delivering with superior efficiency and effectiveness above Contractual expectations. |
| 4 | Delivery criteria being efficiently and effectively met in line with Contractual and customer expectations. |
| 3 | Most delivery criteria is being met efficiently and effectively. Some areas for improvement. |
| 2 | Some delivery criteria being met however some performance concerns and improvements needed |
| 1 | Some delivery criteria being met however significant performance concerns and improvements needed. |
| 0 | Serious delivery failure and under performance. Immediate and major changes needed. |

## ANNEX C: 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** | The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:<br><br>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 Personal Data necessary for the administration and/or fulfilment of this contract;<br><br>For the avoidance of doubt the Supplier shall provide **anonymised data** for the purposes of reporting on this project and so FCDO shall not be a Processor in respect of this data as it does not constitute Personal Data. |