



## Section 4 Appendix A

## CALLDOWN CONTRACT

**Framework Agreement with:** Options Consultancy  
**Framework Agreement for:** IMDP Lot 18 Social Development  
**Framework Agreement Purchase Order Number:** PO 8373

**Call-down Contract For:** Safeguarding Resource and Support Hub  
**Contract Purchase Order Number:** PO 8581

I refer to the following:

1. The above-mentioned Framework Agreement dated **April 2019**
2. Your proposal of **August 2019**

and I confirm that DFID 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 **30 October 2019** ("the Start Date") and the Services shall be completed by **29 October 2021** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.
- 1.2 There will be a 9-month inception phase followed by a 15-month implementation phase.
- 1.3 A transition/exit plan will be developed by the Supplier and approved by DFID shortly before the final 12 months of the programme.

#### 2. Recipient

- 2.1 DFID requires the Supplier to provide the Services to small to medium sized local civil society organisations in developing countries ("the Recipient").

#### 3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £3,500,599 (**Three million, five hundred thousand, five hundred and ninety-nine**) ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B.

#### 4. Officials

**DFID**



4.1 The Contract Officer is:  
[Redacted]  
[Redacted]@dfid.gov.uk

4.2 The Project Officer is:  
[Redacted]  
[Redacted]@dfid.gov.uk

### **Supplier**

4.3 The Contract Officer is:  
[Redacted]  
newbusiness@options.co.uk

## **5. Key Personnel**

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

[Redacted] – Team Leader  
[Redacted] – Senior Technical Advisor  
[Redacted] – Hub Manager  
[Redacted] – Capacity Building Lead – Job Share 1 (Redacted)  
[Redacted] – Capacity Building Lead – Job Share 2 (Redacted)  
[Redacted] – Evidence Lead  
[Redacted] – Online Platform Manager  
[Redacted] – Online Platform Lead Editor  
[Redacted] – Programme Manager

5.2 The following sub-contractor/consortia have been approved by DFID for the purposes of this contract;

**Social Development Direct**  
**Sightsavers**  
**Global Child Protection Services Ltd (GCPS Consulting)**  
**Terres De Hommes**

## **6. Reports**

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

## **7. Duty of Care**

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

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

### **8.1**

The Supplier's limit of liability shall be as provided for in Clause 35.2 of Section 2 (Standard Terms and Conditions) unless a different amount is provided for below in which event that different amount shall apply.

## **9. Monitoring of Call-down Contract Performance**

- 9.1 The Supplier shall comply with the performance monitoring conditions set out in the Terms of Reference

## **10. Commercial Caveats**

- 10.1 The following commercial caveats shall apply:

- Fees will only be paid for productive days or whilst travelling at DFID's request.
- DFID will not pay for a day of rest following travel, either Overseas or in the UK.
- DFID will only pay for security services which have been mutually agreed in advance and at cost.
- DFID will not reimburse costs for normal tools of the trade (e.g. portable personal computers).

- Rented accommodation should be used whenever possible and in particular for Long Term visits.
- Hotel accommodation should be compliant with the expenses policy and justified on the basis of Value for Money, with costs kept to a minimum.
- Receipts must be retained for all expenses.
- As detailed elsewhere in the tender documents, DFID will only pay for expenses e.g. travel, subsistence and accommodation at actual cost within the pre-agreed policy.

## 11. Call-down Contract Signature

- 11.1 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 DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.

## 12. Intellectual Property Rights

**Clause 25 of Section 2 shall be deleted and replaced by the following provisions**

- 12.1 Save as expressly granted elsewhere under this Call-down Contract:
- 12.1.1 DFID 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;
  - (b) the Third Party IPR; and
  - (c) Project Specific IPRs.
- 12.1.2 The Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of DFID or its licensors, including the:
- (a) DFID Background IPR;
  - (b) DFID Data; and
  - (d) Programme Name and any rights and interests in it at all times.
- 12.2 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 25.1, 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).
- 12.3 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.
- 12.4 Any Project Specific IPRs created under this Contract shall be owned by the Supplier. DFID grants the Supplier a licence to use any DFID Background IPR for the purpose of fulfilling its obligations under this Contract during its Term. The Supplier grants to DFID a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit any Project Specific IPRs.
- 12.5 The Supplier hereby grants to DFID and shall procure that any relevant third party licensor shall grant to DFID 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.

12.6 The Supplier shall promptly notify DFID if it reasonably believes that it will be unable to grant or procure the grant of the licences set out in Clause 12.5 above and the Supplier shall provide full details of the adverse effects this may have on DFID's use of the Project Specific IPRs

12.7 The Supplier shall, during and after the Term, on written demand indemnify DFID against all Losses incurred by, awarded against, or agreed to be paid by DFID (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR claim.

12.8 If an IPR claim is made or anticipated, the Supplier must at its own expense and DFID's sole option, either:

12.8.1 procure for DFID the rights in Clause 12.5 without infringing the IPR of any Third Party; or

12.8.2 replace or modify the relevant item with non-infringing substitutes with no detriment to functionality of performance of the Services

13. **Scale Up/Down**

13.1 The supplier shall commit to being fully prepared in the event any decision is made to scale up (increase) or scale down (decrease) the scope of the programme. DFID reserves the right to scale back or discontinue this programme at any point if it is not achieving the results anticipated.

13.2 DFID may extend the contract by up to an additional 3 years and an additional £6million dependent on need, approval and contract performance.

For and on behalf of  
The Secretary of State for  
International Development

Name:

Position:

Signature:

Date:

For and on behalf of

Name:

Position:

Signature:

Date:

## TERMS OF REFERENCE

**RESOURCE AND SUPPORT HUB:** SUPPORTING ORGANISATIONS IN THE INTERNATIONAL AID SECTOR TO STRENGTHEN THEIR SAFEGUARDING POLICY AND PRACTICE AGAINST SEXUAL EXPLOITATION AND ABUSE, AND SEXUAL HARASSMENT (SEAH).

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## 1. INTRODUCTION

- 1.1. The Department for International Development (DFID) is part of the UK government that manages Britain's aid to developing countries and works to eliminate extreme poverty. DFID is working with the developing countries to help them attain the Sustainable Development Goals (SDGs), the international targets agreed by the United Nations (UN) member states to end poverty, fight inequality and injustice, and tackle climate change by 2030.
- 1.2. This Terms of Reference (ToR) is for a new DFID funded programme, the Resource and Support Hub (RSH), to support smaller, local civil society organisations (CSOs) in developing countries who deliver international aid to strengthen their safeguarding policy and practice against sexual exploitation and abuse, and sexual harassment (SEAH).
- 1.3. The RSH forms part of a suite of initiatives announced at the 18 October 2018 international summit on *Putting People First: Tackling Sexual Exploitation and Abuse and Sexual Harassment in the Aid Sector*.<sup>1</sup> At the Summit DFID committed collectively - as part of a group of donors - as well as individually to focus on four strategic shifts to prevent SEAH and to respond better when it does occur. The RSH focuses on delivering the fourth strategic shift 'to strengthen organisational capacity and capability across the international aid sector'.<sup>2</sup>
- 1.4. **DFID is seeking a single supplier or consortium to deliver the RSH programme, covering three 'pillars' or components** (see section 2.2)

## 2. OBJECTIVE OF PROGRAMME

- 2.1. The RSH is intended to ensure that CSOs delivering aid have access to the tools, guidance, support and training they need to ensure that they do no harm.
- 2.2. The programme will have an online platform which will be free, user friendly and accessible to all.
- 2.3. The programme will deliver three separate but interlinked pillars:

### Pillar 1 - A 'one-stop shop' for guidance and support for organisations

- i. Regionally contextualised, targeted tools and guidance; taking into account gender, social and cultural norms
- ii. A 'Marketplace' function for organisations of varying sizes and resource to share and pool resources, expertise and best practice, including training and mentoring;
- iii. A shared learning and information platform for both traditional and emerging approaches to safeguarding against SEAH.

### Pillar 2 - Facilitating access to support services and specialists

- i. Information about quality assured specialists such as investigators;

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<sup>1</sup> <https://www.gov.uk/government/topical-events/safeguarding-summit-2018>

<sup>2</sup> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/749632/donor-commitments1.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/749632/donor-commitments1.pdf)

- ii. Support for organisations to adhere to agreed international standards on safeguarding against SEAH;
- iii. A mapping/navigation system which recognises organisations' varying sophistication in existing SEAH safeguarding practices; recognising that for example some organisations need more basic SEAH policies in place while others are considering solutions to tackling power imbalances.

Pillar 3: Building evidence and boosting innovation for best practice

- i. A one stop shop for quality assured research and evidence on safeguarding against SEAH;
- ii. Identifying evidence gaps and commissioning/supporting research;
- iii. Facilitating a global debate on SEAH safeguarding standards, engaging global actors, learning from others;
- iv. Building contextual knowledge on safeguarding against SEAH;
- v. Service user engagement function.

**3. SCOPE OF WORK**

**The recipient**

- 3.1. The programme is intended primarily to benefit small to medium sized CSOs in developing countries, and those operating in **high risk environments** from a SEAH perspective, who are least able to pay for this support themselves (the primary 'end users'). However, we anticipate that larger CSOs and private sector organisations will also benefit from the RSH. We encourage the possibility of exploring cost-recovery models, with larger organisations cross-subsidising the RSH in order to access its services.
- 3.2. The supplier(s) will conduct end user engagement during the inception phase with a view to proposing clearly defined eligibility thresholds to ensure that the funds they receive from DFID provide the best possible impact to the benefit of the target groups.

**Geographic focus**

- 3.3. Elements of the programme (likely all of those under 'pillar 1') will be publicly available so will be a Global Public Good with global reach.
- 3.4. The quality-assured, locally tailored services under pillar 2 will focus on **DFID focus countries/regions**.
- 3.5. The services under pillar 3 may also **focus applied research** within DFID focal countries/regions, though will be again be made publicly available where possible.

**4. BUDGET**

- 4.1. The programme will run for 2 years with a budget of £3-4m, with a potential extension of up to 3 years and an additional up to £6m.



## 5. REQUIREMENTS

- 5.1. DFID is seeking a lead supplier(s) to establish and manage a consortium of organisations, including potential regional hubs, to deliver the full scope of the programme.
- 5.2. In this highly sensitive and technical area we recognise and value the different skills and experiences brought by organisations of all sizes across the sector and encourage a wide variety of bids and innovative proposals.
- 5.3. The lead supplier(s) will run a secretariat, which will deliver a coherent programme, incorporating the three ‘pillars’ outlined in section 5.8, and potentially two regional hubs.
- 5.4. The secretariat will be required to design, operationalise and manage the programme’s user-friendly online platform.
- 5.5. The secretariat will draw on the consortium members’ resources, and expertise. It will be led by a small, multi-disciplinary team, consisting of:
  - i) members with expertise on safeguarding against SEAH and skills in areas such as, gender, child safeguarding, psychology, organisational change, research and monitoring and evaluation;
  - ii) members with programme management expertise to provide oversight and coordination, ensure cohesion between the three pillars, and delivery of the practical outputs outlined in 5.8.
- 5.6. Once the RSH is established, the secretariat will receive strategic direction from a governance board (‘Executive Steering Committee’) comprising of the CEOs of implementing partners, DFID senior staff and the senior responsible owner (SRO).
- 5.7. The adaptive and flexible approach to programming will help to adjust and if all goes well scale up and extend the resources over time, targeting them where the need and potential impact is greatest, and removing them from areas with lower impact. During the inception phase this approach will provide implementing partners with enhanced flexibility to pilot innovative approaches to SEAH safeguarding.

### 5.8. Overarching programme outputs

#### i) Inception phase requirements

Table 1 outlines the requirements for the inception phase (9 months).

<b>Table 1 - Resource and Support Hub deliverables – inception phase</b>	
<b>Governance and structure</b>	<ol style="list-style-type: none"> <li>i. <u>Establish the secretariat</u> - a small ‘secretariat’ for the RSH run by the lead supplier(s) consisting of multi-disciplinary experts (see 5.5). The secretariat will establish and manage the RSH.</li> <li>ii. <u>Establish an Executive Steering Committee (ESC)</u> - an ESC will be established, comprising of the CEOs of the implementing partners, DFID senior staff and the SRO.</li> <li>iii. <u>Consortium Advisory Group (CAG)</u> - the lead supplier(s) will establish a CAG that includes researchers, field practitioners, representatives/individuals who are survivors/victims of SEAH,</li> </ol>

	<p>CSOs, private sector and multilaterals, to advise on equitable stakeholder engagement and the consistency and appropriateness of programme definitions and framing. The two main functions will be to: i) provide advice on programme strategy and methods; and ii) advise and draw on developing country networks to ensure service uptake.</p> <p>iv. <u>Survivor engagement</u> - liaise closely with DFID at the outset and throughout the programme lifecycle on DFID's survivor engagement work to ensure the needs of survivors and victims are put first and reflected in the products and support provided.</p> <p>v. <u>Conduct end user engagement</u> with a view to a) proposing clear defined eligibility thresholds, and b) developing a reporting/feedback mechanism across all elements of programme</p>
<b>Pillar 1</b>	<p>i. Develop and launch an online platform. This will be free and accessible to all, signposting users to key guidance, tools and external information (across the three pillars), and be searchable.</p> <p>ii. Develop branding and a communications plan to maximise the global reach of the programme, for example in remote or high risk areas at particularly high risk of SEAH</p> <p>iii. Identify and establish a network with a range of stakeholders across the sector; including engaging with relevant DFID country offices to identify local experts/materials.</p> <p>iv. Mapping of available guidance, tools, information and platforms through outreach to a wide network of organisations and individuals across the sector</p> <p>v. Quality assurance of all content on the online platform</p> <p>vi. Marketing/comms and the development of a mechanism to ensure maximum outreach to end users, including remote partners</p>
<b>Pillar 2</b>	<p>i. Scoping work to establish services available in selected high risk DFID countries, with consideration for economies of scale</p> <p>ii. Quality assurance of services and work with end users to identify demand</p> <p>iii. Scoping work for regional hubs (with resource targeted in DFID focal <a href="#">countries</a>) and a costings framework defining eligibility for locally tailored services. Potential piloting in one/more DFID countries (subject to approval from DFID).</p>
<b>Pillar 3</b>	<p>i. Mapping of available evidence, research and networks</p> <p>ii. Assessment of data and evidence gaps</p> <p>iii. Commissioning of work on evidence gaps based on available data</p> <p>iv. Establish global platform for SEAH debate for key actors across the sector – think tanks, academic institutions, survivor representative organisations, local and international NGOs, multilaterals etc – and other sector, to facilitate an exchange of ideas and thinking on SEAH safeguarding standards.</p>

## ii) Implementation phase requirements

The below table outlines the requirements for the implementation phase (years 1 and 2, excluding inception phase).

<b>Table 2 - Resource and Support Hub deliverables – implementation phase</b>	
<b>Pillar 1</b>	<ul style="list-style-type: none"> <li>i. Maintain and continually refresh the online platform with latest tools, guidance and support to ensure it reflects the latest thinking</li> <li>ii. Draw on regional networks in developing countries (and potentially regional hubs) to direct organisations to regionally contextualised advice – if not directly provided.</li> <li>iii. Facilitate sharing and pooling of resources, expertise and best practice, including training and mentoring, between organisations of different sizes through ‘marketplace’ function</li> <li>iv. Approachable ‘human’ contact point for organisations of varying sizes, cultural and linguistic backgrounds</li> <li>v. Continued quality assurance of all content on online platform.</li> </ul>
<b>Pillar 2</b>	<ul style="list-style-type: none"> <li>i. Provision of up to date, locally tailored information in a greater number of DFID countries (than during inception phase) about quality assured specialists such as investigators, who can support organisations dealing with SEAH investigations; shared pools of advisors who can conduct due diligence assessments; regionally contextualised legal advice; appropriate support services for survivors. Key information globally available via online platform with tailored support available to eligible organisations.</li> <li>ii. Ongoing end user engagement to assess levels of SEAH risk in DFID countries/sub-regions and inform proposals to expand the reach of the programme’s services in response to need/risk.</li> <li>iii. Support for eligible organisations to adhere to agreed international standards on safeguarding against SEAH through tailored guidance and referral mechanisms, and peer-to-peer assessment to improve organisational accountability; keeping abreast of any amendments to international standards</li> <li>iv. Managing of potential regional hubs (likely to be regions where DFID has most significant presence).</li> <li>v. Quality assurance of services and work with end users to identify demand.</li> <li>vi. Continued marketing/comms to maximise global reach of programme, particularly in those areas identified as being at highest risk of SEAH.</li> </ul>
<b>Pillar 3</b>	<ul style="list-style-type: none"> <li>i. A one stop shop for quality assured research and evidence on safeguarding against SEAH, supporting organisations/individuals to achieve the required standards</li> <li>ii. Identifying evidence gaps and commissioning/supporting research, particularly through close engagement with academia, and research bodies</li> <li>iii. Building contextual knowledge on safeguarding against SEAH, taking into account different cultural norms</li> </ul>

### iii) Transition/Exit Phase Requirements

A Transition / Exit plan will be developed by the supplier and agreed with DFID shortly before the final 12 months of the initial two-year phase of the programme. The Transition / Exit Plan will cover sustainability, exit or handover strategies. This will include a project closure report, with other activities being identified as part of the Transition / Exit plan.

The implementation of the Transition/Exit plan will be reviewed monthly with DFID's SRO during the last 12 months.

## 6. CONSTRAINTS AND DEPENDENCIES

### Timing considerations

6.1 The programme will comprise of 3 phases:

- i. Inception phase of 9months (from late 2019; precise length to be determined during procurement process) - where implementing partners will have the opportunity to pilot approaches.
- ii. Implementation phase (end of inception phase until end of year 2) - following the first two years, DFID will assess whether performance and expenditure meets expectations (i.e. the programme's thematic, geographic, and focus is meeting DFID and HMG's strategic needs).
- iii. Additional three years (end of year 2 + 3 years). This is an optional extension period, which will be confirmed in due course, if required.

### Stakeholder engagement

- 6.1. In addition to managing the consortium of organisations to deliver the programme, the lead supplier(s) will be required to engage actively with a range of stakeholders across the programme lifecycle:
  - i. smaller, local CSOs in developing countries as end users of the system; vulnerable individuals who benefit from lower risk of SEAH;
  - ii. larger international CSOs, multilaterals and other donors who may also utilise the globally available services (e.g. via the online platform) and potentially co-fund elements of the programme;
  - iii. research bodies including universities, think tanks and consultancies which will be closely engaged in building evidence and boosting innovation (pillar 3);
  - iv. survivors and victims of SEAH and their representatives, whose needs will be considered throughout the design and implementation of the programme.

## 7. PERFORMANCE REQUIREMENTS

- 7.1. Implementing **partner performance will be managed** using a robust performance management framework (including a logframe, Key Performance Indicators (KPIs) built into the contract and the programme evaluation). The indicators and logframe are likely to cover some of the following areas:

- i. Feedback from end users on quality, accessibility, and relevance of services, guidance and support provided;
- ii. Ability to regionally contextualise tools and guidance to take account of gender, social and cultural norms;
- iii. The quality and timeliness of specialist services (under pillar 2) signposted by the RSH;
- iv. Effectiveness in facilitating the sharing and pooling of resources and best practice on safeguarding against SEAH in the sector through 'marketplace' function;
- v. Clear evidence of best practice in engaging with representatives of survivors of SEAH, and no harm done through all interactions;
- vi. Range of engagement with broad and comprehensive range of stakeholders within academia, government, research bodies, survivors/victims, multilaterals, civil society actors, and other bodies to help build the global evidence base.

Final KPIs will be agreed between the Supplier, DFID SRO (Senior Responsible Officer) and CDM (Commercial Delivery Manager). KPIs will be used to support and track performance linked to the delivery of agreed outputs.

## **8. PAYMENT MODEL/MECHANISM**

8.1 DFID will adopt a hybrid and flexible payment model, where a proportion of the payment is linked to the achievement of outputs.

8.2 **Inception phase payments:** during Inception DFID will pay inputs monthly at 80%, with the remaining 20% paid upon satisfactory completion of the Inception phase outputs.

8.3 **Implementation phase payments:** Implementation phase payments will be paid monthly on actual costs incurred for all Capital Expenditure, Commodities, Travel Expenses, Accommodation and Subsistence. 80% of Implementation fees will be paid monthly, and the remaining 20% paid upon satisfactory completion of the agreed outputs.

8.4 Suppliers should include in their proposals their proposed outputs for the Inception phase, clearly linked to the inception phase requirements listed in 5.8 and high-level outputs for implementation phase, along with an appropriate outputs-based approach. During the inception phase the successful supplier and DFID will work closely to refine the outputs for the Implementation phase.

8.5 The contract will utilise DFID's Standard Terms and Conditions of Contract.

## 9. REPORTING REQUIREMENTS

- 9.1. DFID conducts annual reviews of all programmes to assess progress against the objectives contained in the logframe, ensure that the programme is on track, and consider if any adjustments should be made. The Supplier will be expected to produce annual reports using DFID's standard format. This will form the basis of the annual review.
- 9.2. The Supplier will be required to deliver effective financial management and will need to demonstrate **Value for Money (VFM)** at all stages of the programme. This will include demonstrating that administrative costs can be minimised and that programme activities are designed to maximise cost effectiveness.
- 9.3. The lead supplier(s) will be expected to report on vfm measures integrated into the programme and this will be assessed during DFID annual reviews. They will also be required to provide regular, highly accurate financial forecasts and reports (for example preliminary budgets prior to DFID's financial year, monthly reports for financial forecasting; regular reporting to demonstrate financial competence, annual audited financial statements). DFID will closely monitor forecasts and spending against budgets, including through a review of spending every quarter. Annual reviews of the programme by DFID will include financial scrutiny.
- 9.4. All reporting requirements will be agreed between DFID and the lead supplier(s) within the first month of the contract. This will likely include an inception report and quarterly reporting. DFID will also require the provision of delivery chain mapping prior to the disbursement of any funds.
- 9.5. In order to ensure complete confidentiality of information shared between the lead supplier(s) and DFID, case reporting requirements to DFID will be high level and anonymised.

## 10. OTHER REQUIREMENTS

### Legislation: Development Act, Gender Equality, Disabilities

- 10.1. In line with the **International Development Act (2014)**, this programme supports poverty reduction and gender inequality by supporting those organisations that deliver poverty reduction programmes to reduce the likelihood of SEAH being perpetrated by their staff.
- 10.2. **Gender Equality:** Women and girls are disproportionately affected by SEAH in the aid sector, and the perpetrators of SEAH are predominantly (although not exclusively) male. This programme is a key measure being introduced to strengthen organisational capacity and capability across the sector by supporting aid delivering organisations to prevent SEAH. This in turn will contribute to challenging power imbalances, of which gender is a key factor, throughout the delivery chain.
- 10.3. **People with disabilities:** It is important that people with disabilities are included in the design of, and benefit from, the RSH. People with disabilities are at increased risk of sexual abuse and exploitation in many countries where they are more likely to be poorer, less educated and have greater societal disadvantages than non-disabled peers. Women and girls with disabilities are at least twice as likely as non-disabled women and girls to be

victims of rape and sexual abuse<sup>3</sup>. A DFID survey of external partners in 2018 moreover highlighted that 76% singled out people with disabilities as a particular group that the RSH should pay particular attention to, especially in ensuring accessibility.<sup>4</sup>

### ***Safeguarding Considerations***

- 10.4. The project's focus will be to support organisations in the international aid sector to strengthen their safeguarding against sexual exploitation and abuse, and sexual harassment.
- 10.5. It is vital that through their operations suppliers do no harm and take all reasonable steps to prevent social and environmental harm from occurring to local people and to respond appropriately when harm or allegations of harm occur. This particularly includes careful consideration of the risk of retraumatising victims and survivors of SEAH.
- 10.6. Suppliers need to work with DFID to ensure meaningful participation throughout the programme cycle from survivors/their representatives, as well as independent technical experts with experience of engaging with survivors, to mitigate this risk (see Table 1, 'Governance and structures').

### **UK Aid Branding**

- 10.7. Implementing partners that receive funding from DFID must use the UK aid logo to be transparent and acknowledge that they are funded by UK taxpayers. Partners should also acknowledge funding from the UK government in broader communications, but no publicity is to be given to this contract without the prior written consent of DFID.

### **Digital spending**

- 10.8. All digital<sup>5</sup> content 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 DFID programmes to use;
  - For more information see <https://www.gov.uk/designprinciples>.
- 10.9. The Supplier should consider the use of digital elements to maximise value for money while ensuring the programme remains inclusive and fully accessible. This includes ensuring that branding and communications are effectively utilised to maximise the global reach of the programme, for example in remote or high-risk areas at particularly high risk of SEAH.
- 10.10. Any proposed digital elements will require approval in line with DFID's Smart Rules.
- 10.11. The Supplier should not propose unnecessary bespoke systems or tools to implement and instead make use of existing and freely available systems and tools in all aspects of the programme where possible.

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<sup>3</sup> What Works Evidence Review (2017) <https://www.whatworks.co.za/documents/publications/114-disability-evidence-brief-new-crop-3/file>

<sup>4</sup> DFID survey 2018.

<sup>5</sup> Digital is defined as any service provided through the internet to citizens, businesses, civil society or non-government organisations. This includes, but is not limited to, information services, websites and transactional services. This includes services provided by others but funded by DFID.

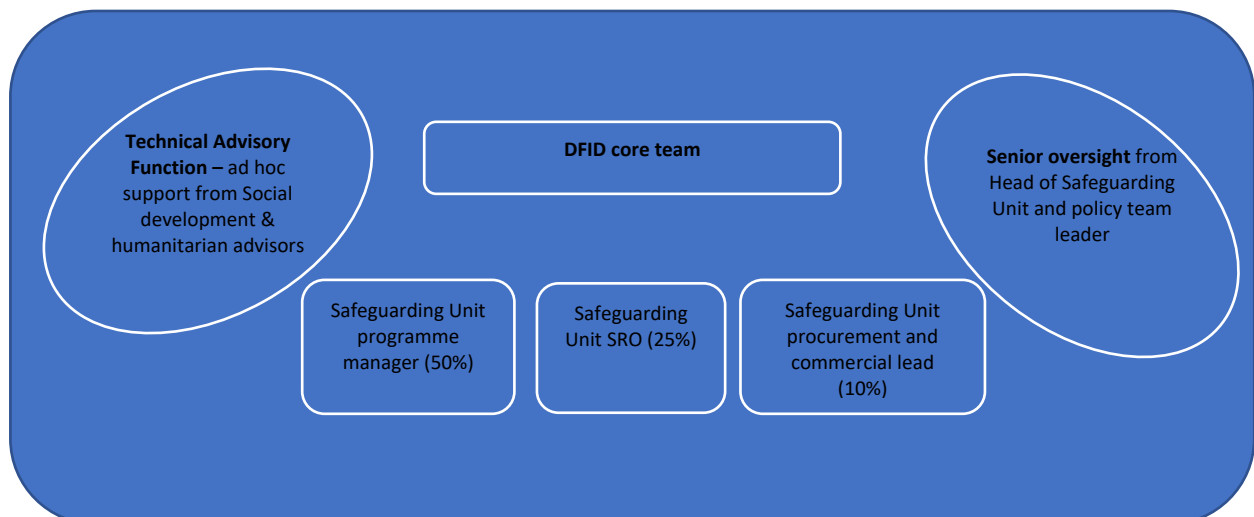
## Transparency

- 10.12. DFID has transformed its approach to transparency, reshaping our working practices and pressuring others across the world to do the same. DFID requires suppliers receiving and managing funds to release open data on how this money is spent, in a common, standard, reusable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.
- 10.13. It is a contractual requirement for all suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this to DFID. Further information is available from: [www.aidtransparency.net](http://www.aidtransparency.net)
- 10.14. Further, the DFID SRO and programme team will work closely with the implementing partners to ensure transparency and accessibility of programme information and documents in accordance with DFID requirements. Programme Information will be publicly available on DFID's Development Tracker site.

## 11. DFID PROGRAMME OVERSIGHT

- 11.1. Safeguarding Unit (see graphic below) will meet monthly and will focus on overall programme coherence, performance, and progress against logframe and theory of change, and programme-level value for money (VfM) and risk management, including responding to changes in context and new opportunities, such as national, regional or global policy processes that the programme should engage with.
- 11.2. The Supplier will maintain regular dialogue with DFID's programme management team to ensure compliance with all terms and conditions set out in the agreement and guided by DFID's Procurement and Commercial Department (PCD); 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, before formal agreement is sought from DFID.

### DFID core programme team





## **12. DUTY OF CARE**

- 12.1. Duty of Care is a legal obligation and under DFID's policy on Duty of Care, the lead supplier(s) is responsible for the Duty of Care of all supplier personnel (including employees, subcontractors and agents) including making the appropriate security arrangements to protect their safety and wellbeing. Suppliers must comply with the general responsibilities and duties under relevant health and safety law including appropriate risk assessments, adequate information, instruction, training and supervision, and appropriate emergency procedures. These responsibilities must be applied in the context of the specific requirements of the contract. Proposals should demonstrate how suppliers are capable of taking responsibility for duty of care within the contract. The Supplier is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this Terms of Reference. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.
- 12.2. For further details please see DFID's policy on Duty of Care: [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/137565/DFID-duty-of-care-suppliers-note.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/137565/DFID-duty-of-care-suppliers-note.pdf). DFID will support by sharing available information with the service provider on security status and developments in-country as appropriate. Travel advice from the UK government is also available on our website (<https://www.gov.uk/foreign-travel-advice>).
- 12.3. The service provider will be responsible for managing all arrangements regarding setting up appointments associated with the assignment. DFID's UEGG team in DFID India will provide reasonable support to the service provider with regard to supplying contact information and introductions to key stakeholders were necessary.

## **13. GENERAL DATA PROTECTION REGULATION (GDPR)**

- 13.1. The General Data Protection Regulation (GDPR) is new EU legislation which came into force on 25 May 2018. The Data Protection Bill 2018 which enshrines GDPR standards into UK law came into effect on Friday 25 May 2018. The new Act aims to modernise data protection laws to ensure they are effective in the years to come. The GDPR applies to all personal data held or processed by DFID. If the partner is processing data on DFID's behalf, then the data is also covered by the GDPR.
- 13.2. For more information on GDPR norms please see the link: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/707868/GDPR.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/707868/GDPR.pdf)

**Appendix 1 of Call-down Contract (Terms of Reference)**  
**Schedule of Processing, Personal Data and Data Subjects**

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

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

Description	Details
<b>Identity of the Controller and Processor for each Category of Data Subject</b>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this Call-down Contract</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 <b>Parties are independent Controllers</b> in accordance with Clause 33.3 in respect of the Personal Data required for the administration and/or fulfilment of this contract:</p>
<b>Subject matter of the processing</b>	
<b>Duration of the processing</b>	
<b>Nature and purposes of the processing</b>	
<b>Type of Personal Data [and Special Categories of Personal Data]</b>	
<b>Plan for return and destruction of the data once processing complete</b>	<b>(UNLESS requirement under EU or European member state law to preserve that type of data)</b>