

Annex 1
TERMS OF REFERENCE
(extension period 1 April 2015 to 31 July 2016)

**SERVICE PROVIDER FOR IMPLEMENTATION, MANAGEMENT, MONITORING AND
EVALUATION OF
THE KENYA ESSENTIAL EDUCATION PROGRAMME (KEEP)**

1. Background

KEEP was approved in June 2012 to provide £25.2m in funding to education in Kenya between 2012 and 2015. It was designed to contribute to the achievement of the Millennium Development Goals (MDGs) of universal primary education and gender parity in Kenya by assisting an additional 180,000 to 300,000 children to go to school and by facilitating measurable improvements in quality and accountability. A Service Provider (SP) was contracted in August 2013 to manage and implement KEEP for a period of 2 years up to 31 July 2015. The SP's contract allowed for an extension of up to 2 years, subject to satisfactory performance, continued need and availability of funding.

In March 2015, the Secretary of State approved a cost extension of £14m to KEEP and an additional year of implementation. The approved cost extension included the continuation of the current SP contract. The total budget for KEEP now stands at £39.2m for the period 2012-2016.

2. Objective

The objective of the cost extension is to consolidate and extend the results achieved under KEEP to date and step up climate adaptation and mitigation activities.

During the extension period, the expected results are:-

- 980,000 children in Standards 1 and 2 achieving sustainably improved reading skills;
- A 10% increase in enrolment in KEEP partner schools in the Arid and Semi-Arid Lands (ASALs);
- 200,000 children in primary schools in the ASALs and informal settlements supported to cope with the effects of climate change;
- 19,000 girls benefiting from sanitary pads and life skills training;
- 490 schools benefitting from clean energy including solar power technology and energy efficient institutional stoves;
- 275 schools benefiting from rainwater harvesting technologies;
- 25,000 children in informal settlements supported to better access primary education through school fee payments;

These results will be achieved through the continued implementation of ongoing activities.

This annex to the original Terms of Reference (TORs) for the SP authorises:

- 1) Activities financed by the cost extension to be managed by the SP within the current SP contract period from 1 April 2015 to 31 July 2015. These are in addition to activities already financed under the existing SP contract and KEEP budget.

2) The extension of the SP contract from 1 August 2015 to 31 July 2016.

Of the cost extension funds (£14 million), the SP will be expected to manage £9.75 million, an amount which will include management fees and taxes. The remaining £4.25 million will be disbursed directly by DFID to USAID. The SP will bear no responsibility for these funds.

NOTE: With the exception of activities funded through USAID, the SP will manage all KEEP activities funded under the cost extension, including financial management, to ensure timely and effective implementation.

3. The Recipient

The recipient of the services is DFID, Government of Kenya (GoK) and other Development Partners.

4. Scope of Work

In line with current arrangements, the SP will agree six monthly KPIs with DFID for the implementation period. Management fees will be paid on a monthly basis based on the satisfactory achievement of the agreed KPIs. During the duration of the contract, DFID will have the right to review ASI's team composition to ensure value for money.

5. The requirements

The SP will ensure that DFID is fully consulted on the dissemination of all DFID-financed research and programme results well in advance of any proposed dissemination activities. In particular no DFID-funded activities will be discussed or shared with GoK officials without DFID's prior knowledge and approval.

6. Timeframe:

The revised SP contract will run to 31 July 2016. In line with the original SP TORS, the SP's contract may be extended a further year from 31 July 2016 to 31 July 2017 subject to satisfactory performance of the SP, continued need and the availability of funding. The continuation of the contract will be subject to satisfactory performance throughout duration of the contract.

7. DFID Co-ordination:

In line with the original SP TORS, the SP will report to the Education Adviser in DFID Kenya on technical and managerial issues and to the Senior Programme Officer in DFID Kenya's Education Team on financial issues.

7. Gender considerations:

The SP will ensure that all DFID-financed activities make consideration of gender equality in line with the International Development (Gender Equality) Act 2014;

8. Duty of Care and Logistical Arrangements:

The Supplier is responsible for the safety and well-being of their Personnel (as defined in Section 2 of the Contract) 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.

DFID will share available information with the Supplier on security status and developments in-country where appropriate. DFID will provide the following:

- All Supplier Personnel will be offered a security briefing by the British Embassy/DFID on arrival. All such Personnel must register with their respective Embassies to ensure that they are included in emergency procedures.
- A copy of the DFID visitor notes (and a further copy each time these are updated), which the Supplier may use to brief their Personnel on arrival.

The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website and the Supplier must ensure they (and their Personnel) are up to date with the latest position.

Acceptance of responsibility must be supported with evidence of Duty of Care capability and DFID reserves the right to clarify any aspect of this evidence.

9. Outputs

The SP will ensure that KEEP's objective is delivered in line with the attached logframe.