

REDACTED

Our ref: **PO 8373**  
Email: [commercialframeworksteam@dfid.gov.uk](mailto:commercialframeworksteam@dfid.gov.uk)  
Tel: [@dfid.gov.uk](mailto:commercialframeworksteam@dfid.gov.uk)

Date: April 2019

Dear Sir/Madam,

**Contract Reference: PO 8373 – DFID International Multi-Disciplinary Programme Framework Agreement (IMDP)**

**Lot REDACTED**

**OJEU publication reference number: 2018/S 193-436739**

I refer to the Framework advertised by the Department for International Development for the supply of “International Multi-Disciplinary Programme Framework Agreement” under the above OJEU reference number.

The ‘standstill period’ has now expired and the Department for International Development acting for and on behalf of the Secretary of State for International Development, is now pleased to advise that we have selected your organisation as a Framework Supplier for International Multi-Disciplinary Programme Framework Agreement, as described in the Framework Terms of Reference and tender documents.

Please review the enclosed contract documents and confirm that you accept this Framework award by signing and returning via our e-sign tool by 30<sup>th</sup> April 2019.

As per the DFID Supply Partner Code of Conduct, if this contract qualifies for internal compliance procedures, a member of the PCD Compliance Team will contact you to discuss your compliance requirements.

A Framework launch meeting will be held in due course. Further details will be circulated to all Framework holders as soon as possible.

Yours ,

REDACTED

cc. [suppliercompliance@dfid.gov.uk](mailto:suppliercompliance@dfid.gov.uk); Commercial Delivery Manager (CDM); Senior Responsible Officer (SRO); Strategy and Stakeholder Engagement Team

## FRAMEWORK AGREEMENT

### Section 1 – Form of Agreement

#### FRAMEWORK AGREEMENT FOR: International Multi-Disciplinary Programme Framework Agreement (IMDP)

FRAMEWORK AGREEMENT NUMBER: PO8373

#### Lot REDACTED

This **FRAMEWORK AGREEMENT** (the **Agreement**) dated 1<sup>st</sup> May 2019 is made

BETWEEN: The Secretary of State for International Development at the Department for International Development, Abercrombie House, Eaglesham Road, East Kilbride, Glasgow G75 8EA ("DFID")

AND: REDACTED .  
whose registered office is situated at REDACTED  
(the "Supplier")

(together the "Parties")

#### WHEREAS:

- A. DFID may require the Supplier to supply the services outlined in Section 3 hereof, as more particularly defined in the Terms of Reference of Call-down Contracts which may be placed from time to time (the "**Services**") pursuant to the Agreement; and
- B. The Supplier has agreed to provide the Services on the terms and conditions set out in this Agreement and the related Call-down Contract.

IT IS HEREBY AGREED as follows:

#### 1. Documents

This Agreement comprises the following documents:

Section 1	Form of Agreement
Section 2	DFID Framework Agreement Terms and Conditions
Section 3	Terms of Reference
Section 4	Special Conditions
Section 4 - Appendix A	Sample Call-down Contract, including Annexes A and B
Section 5	Pro Forma Cost Template
Section 6	Fee Rate Card
Section 7	Worldwide Subsistence Rates

This Agreement constitutes the entire agreement between the Parties in respect of the Suppliers obligations and supercedes all previous communications between the Parties, other than as expressly provided for in Section 4.

## 2. Agreement Signature

If the Original Form of Contract is not returned to the Contract Officer duly completed (including the applicable Purchase Order Number at the top of Section 1) and signed and dated on behalf of the Supplier 30<sup>th</sup> April 2019, DFID will be entitled, at its sole discretion, to declare this Agreement void.

**No payment will be made to the Supplier under any Call-down Contract until this Form of Agreement and the relevant Call-down Contract, are signed on behalf of the Supplier, and returned to the Contract Officer.**

## 3. Commencement and Duration of Agreement

The Agreement shall commence on 1<sup>st</sup> May 2019 and shall expire on 30<sup>th</sup> April 2021 with the option to extend by a further two 12-month periods at the discretion of DFID unless this Agreement is terminated earlier in accordance with its Terms and Conditions.

## 4. Time of the Essence

Time shall be of the essence as regards performance by the Supplier of its obligations under this Agreement and each Call-down Contract in existence from time to time.

## 5. Use of Agreement

Other Contracting Authorities (e.g. UK Government Departments, agencies and public bodies and the devolved administrations) can make use of the arrangements under this Agreement.

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

Name: REDACTED

Position: REDACTED

Signature:

Date:

For and on behalf of

**REDACTED**

Name:

Position:

Signature:

Date:

Department for International Development (DFID)

## Framework Agreement Terms and Conditions

## SECTION 2 - GENERAL CONDITIONS OF FRAMEWORK AGREEMENT

### Preliminaries

1. Definitions and Interpretation
2. Representations and Warranties
3. Applicable Provisions and Financial Limit

### Term of Agreement

4. Agreement Contract Term

### Provision of Services

5. Obligations of the Supplier

### Supplier Personnel and Supply Chain Matters

6. Supplier Personnel
7. Sub-Contractors and Exclusivity
8. Visibility of Subcontract Opportunities
9. Staff Transfer
10. Duty of Care
11. Procurement of Equipment
12. Use of and Responsibility for Equipment

### Agreement Contract Governance

13. Monitoring of Agreement Performance
14. Progress and Financial Reports
15. Open Book Accounting and Audit
16. Exit Management

### Payment and Taxation

17. Charges
18. VAT
19. Retention and Set Off
20. Supplier Profit
21. Satisfactory Performance
22. Payments and Invoicing Instructions
23. United Kingdom Income Tax and National Insurance Contributions
24. Tax Compliance

### Intellectual Property, Security and Information

25. Intellectual Property Rights
26. Security Requirements
27. Malicious Software
28. Transparency
29. Confidentiality
30. Freedom of Information
31. Official Secrets Act
32. DFID Data
33. Protection of Personal Data
34. Publicity and Branding

### Liabilities

35. Limit of Liability
36. Indemnity
37. Insurance

### Control of Agreement

38. Variations

39. Assignment and Novation

**Default and Termination**

- 40. DFID Remedies for Default
- 41. Financial Distress (only applicable to Call Downs Contracts with an annual value of £5 Million)
- 42. Force Majeure
- 43. Termination without Default of the Supplier
- 44. Termination with Default of the Supplier
- 45. Partial Termination, Suspension and Partial Suspension
- 46. Consequences of Expiry or Termination

**Miscellaneous and Governing Law**

- 47. Dispute Resolution Procedure
- 48. Prevention of Fraud and Bribery
- 49. Anti-Terrorism Regulations
- 50. Safeguarding
- 51. Discrimination
- 52. Law and Jurisdiction
- 53. Environmental Requirements
- 54. Conflict of Interest
- 55. Waiver
- 56. Entire Agreement
- 57. Third Party Rights
- 58. Notices

- Schedule 1 Definitions
- Schedule 2 Staff Transfer
- Schedule 3 Insurance Requirements
- Schedule 4 Tender

- Appendix A Agreement and/or any Call Down Contract Amendment Letter
- Appendix B DFID Supply Partner Code of Conduct

## Preliminaries

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) or the meaning set out in the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in Schedule 1 (Definitions) or the relevant Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 The interpretation and construction of the Agreement shall be subject to the following provisions:
- 1.3.1 clause headings shall not affect the interpretation or construction of the Agreement;
  - 1.3.2 a reference to Law includes a reference to that Law as amended, consolidated or re-enacted from time to time;
  - 1.3.3 references to a “**person**” includes a natural person and a corporate or unincorporated body;
  - 1.3.4 words in the singular shall include the plural and vice versa;
  - 1.3.5 references to “**representations**” shall be construed as references to present facts, to “**warranties**” as references to present and future facts and to “**undertakings**” as references to obligations under this Agreement;
  - 1.3.6 words “**including**”, “**other**”, “**in particular**”, “**for example**” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “**without limitation**”;
  - 1.3.7 a reference to one gender shall include a reference to the other genders; and
  - 1.3.8 where the context allows, references to Clauses are to clauses in this Agreement and references to Sections are the sections of this Agreement.
- 1.4 Except as expressly provided elsewhere in this Agreement, and subject to Clause 1.5, in the event of and only to the extent of any conflict between each Section of this Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- 1.4.1 Section 1 (Form of Agreement);
  - 1.4.2 Section 4 (Special Conditions);
  - 1.4.3 Section 3 (Terms of Reference);
  - 1.4.4 Section 2 (Standard Terms and Conditions (except Schedule 4 (Tender)));
  - 1.4.5 Section 5 (Schedule of Prices); and
  - 1.4.6 Schedule 4 (Tender).
- The terms and conditions of any Call Down Contract shall take precedence over the terms and conditions of this Framework Agreement in which event the applicable condition(s) shall apply solely to the Call Down Contract in question and shall not be an amendment to this Framework Agreement for the purpose of future Call Down Contracts.
- 1.5 Where Schedule 4 (Tender) contain provisions which are more favourable to DFID in relation to (the rest of) this Agreement, such provisions of the Tender shall prevail. DFID shall in its absolute and sole discretion determine whether any provision in the Tender is more favourable in this context.
- 1.6 In entering into this Agreement DFID is acting as part of the Crown.
- ### 2. REPRESENTATIONS AND WARRANTIES
- 2.1 The Supplier represents and warrants that:

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



- 2.6 The Supplier shall at all times comply with Law in carrying out its obligations under this Agreement and/or any Call Down Contract.
- 2.7 For the avoidance of doubt, the fact that any provision within this Agreement and/or any Call Down Contract is expressed as a warranty shall not preclude any right of termination which DFID may have in respect of breach of that provision by the Supplier.
- 2.8 Except as expressly stated in this Agreement and/or any Call Down Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

### **3. FINANCIAL LIMIT**

- 3.1 Each Call Down Contract shall be subject to a Financial Limit. The Financial Limit shall be set out in Section 4 – Appendix A of the Call Down Contract. The components which comprise the Financial Limit are set out in Section 4 – Appendix A Annex B of the Call Down Contract. No expenditure on a Call Down Contract may be incurred in excess of the Financial Limit which applies to that Call Down Contract and no virements between components shown in Section 4 – Appendix A Annex B of the Call Down Contract are permitted without the prior written authority of the DFID Contract Officer.

## **Term of Agreement**

### **4. AGREEMENT TERM**

- 4.1 The duration of this Agreement Term.
- 4.2 Where DFID has specified an Extension Period in the Section 4 (Special Conditions), DFID may extend this Agreement for the Extension Period by providing written notice to the Supplier before the end of the Initial Period. The minimum period for the written notice shall be as specified in Section 4 (Special Conditions).

## **Provision of Services**

### **5. OBLIGATIONS OF THE SUPPLIER**

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

5.6.4 the Supplier's own established procedures and practices to the extent they do not conflict with the requirements of Clauses 5.6.1 to 5.6.3.

5.7 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that its Supplier Personnel also do, or refrain from doing, such act or thing.

## **Supplier Personnel and Supply Chain Matters**

### **6. SUPPLIER PERSONNEL**

6.1 The Supplier shall not remove or replace any Key Personnel on any Call Down Contract (including when carrying out its obligations under Clause 16 (Exit Management)) unless:

6.1.1 requested to do so by DFID;

6.1.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;

6.1.3 the person's employment or contractual arrangement with the Supplier or a Sub-Contractor is terminated by the employer for material breach of Call Down Contract; or

6.1.4 the Supplier obtains Approval (such Approval not to be unreasonably withheld or delayed).

6.2 At the commencement of each Call Down Contract, the Supplier shall:

6.2.1 provide a list of the names of all Supplier Personnel requiring admission to DFID Sites, specifying the capacity in which they require admission and giving such other particulars as DFID may reasonably require;

6.2.2 ensure that all Supplier Personnel:

(a) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;

(b) are vetted in accordance with Good Industry Practice and in compliance with the Staff Vetting Procedure;

(c) shall be subject to pre-employment checks that include, as a minimum, employment history for the last three years, identity checks, unspent criminal convictions and right to work (including nationality and immigration status);

(d) obey all lawful instructions and reasonable directions of DFID (including, if so required by DFID, the ICT Policy) and provide the Services to the reasonable satisfaction of DFID; and

(e) comply with:

(i) all reasonable requirements of DFID concerning conduct at DFID Sites, including any security requirements; and

(ii) any DFID policies, provided to the Supplier or Supplier Personnel from time to time

6.2.3 subject to Schedule 2 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of DFID;

6.2.4 be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Agreement and/or any Call Down Contract shall be a Default by the Supplier;

6.2.5 use all reasonable endeavours to minimise the number of changes in Supplier Personnel;

6.2.6 subject to Clause 6.1, replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;

6.2.7 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and

6.2.8 procure that the Supplier Personnel shall vacate DFID Sites immediately upon the Expiry Date.

- 6.3 If DFID reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Agreement and/or any Call Down Contract, it may:
- 6.3.1 refuse admission to the relevant person(s) to DFID Sites and/or
  - 6.3.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).
  - 6.3.3 require the Supplier to replace the relevant person(s) without direct or indirect charge to DFID and the Supplier shall fully indemnify and hold DFID harmless against any claims of any kind that may arise with regard to the replacement of such Supplier Personnel.
- 7. SUB-CONTRACTORS AND EXCLUSIVITY**
- 7.1 DFID has consented to the appointment of the Sub-Contractors set out in Section 4 (Special Conditions).
- 7.2 The Supplier shall exercise due skill and care in the selection of any Sub-Contractors to ensure that the Supplier is able to:
- 7.2.1 manage any Sub-Contracts in accordance with Good Industry Practice;
  - 7.2.2 comply with its obligations under this Agreement and/or any Call Down Contract in the provision of the Services; and
  - 7.2.3 assign, novate or otherwise transfer to DFID or any Replacement Supplier any of its rights and/or obligations under each Sub- Contract that relates exclusively to this Agreement and/or any Call Down Contract.
- 7.3 Prior to sub-contacting any of its obligations under this Agreement and/or any Call Down Contract, the Supplier shall both act in accordance with Clause 8 below and notify DFID and provide DFID with:
- 7.3.1 the proposed Sub- Contractor's name, registered office and company registration number;
  - 7.3.2 the scope of any Services to be provided by the proposed Sub-Contractor; and
  - 7.3.3 where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of DFID that the proposed Sub-Contract has been agreed on "arm's-length" terms.
- 7.4 If requested by DFID within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 7.3, the Supplier shall also provide:
- 7.4.1 a copy of the proposed Sub-Contract; and
  - 7.4.2 any further information reasonably requested by DFID.
- 7.5 DFID may, within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 7.3 (or, if later, receipt of any further information requested pursuant to Clause 7.4), object to the appointment of the relevant Sub-Contractor if they consider that:
- 7.5.1 the appointment of a proposed Sub-Contractor may prejudice the provision of the Services or may be contrary to the interests of DFID under this Agreement and/or any Call Down Contract;
  - 7.5.2 the proposed Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 7.5.3 the proposed Sub-Contractor employs unfit persons,
- in which case, the Supplier shall not proceed with the proposed appointment.
- 7.6 If DFID has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of ten (10) Working Days of receipt of:
- 7.6.1 the Supplier's notice issued pursuant to Clause 7.3; or
  - 7.6.2 any further information requested by DFID pursuant to Clause 7.4,

the Supplier may proceed with the proposed appointment.

**7.7 The Supplier shall ensure that all Sub-Contracts contain provisions:**

- 7.7.1 requiring the Sub-Contractor to comply with the DFID's Supply Partner Code of Conduct (Appendix B) at all times;
- 7.7.2 requiring the Supplier to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice;
- 7.7.3 requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
- 7.7.4 conferring a right to DFID to publish the Supplier's compliance with its obligation to pay undisputed invoices to the Sub-Contractor within the specified payment period;
- 7.7.5 giving the Supplier a right to terminate the Sub-Contract if the Sub-Contractor fails to comply in the performance of the Sub-Contract with legal obligations in the fields of environmental, social or labour law; and
- 7.7.6 requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by this Clause 7.7.

**7.8 The Supplier shall:**

- 7.8.1 pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice;
- 7.8.2 include within the Performance Monitoring Reports required under Clause 13.3 a summary of its compliance with this Clause 7.8.1, such data to be certified each quarter by a director of the Supplier as being accurate and not misleading;
- 7.8.3 not include in any Sub-Contract any provision the effect of which would be to limit or restrict the ability of the Sub-Contractor to contract directly with DFID, a Replacement Supplier, or with any other organisation and Sub-Contractors shall be free to assert their rights independently regarding Contractual exclusivity.
- 7.8.4 where Sub-Contracting has been Approved by DFID, promptly provide DFID with written confirmation from each Sub-Contractor identified within Section 4 of the Contract that they accept provisions set out at Clauses 50.1 to 50.7, which shall be included in all Supplier Sub-Contracts.

**8. VISIBILITY OF SUBCONTRACT OPPORTUNITIES**

**8.1 The Supplier shall:**

- 8.1.1 subject to Clause 8.3, advertise on Contracts Finder all subcontract opportunities for Goods and/or Services and/or Works above a minimum threshold of £25,000 arising from or in connection with each Call Down Contract during the Term of that Call Down Contract;
- 8.1.2 within 90 days of awarding a Sub-Contract to a Sub-Contractor, update the notice on Contracts Finder with details of the successful Sub-Contractor;
- 8.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
- 8.1.4 provide reports on the information at clause 8.1.3 to DFID in the format and frequency as reasonably specified by DFID; and
- 8.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

8.2 Each advert referred to at Clause 8.1 above shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

8.3 The obligation at Clause 8.1 shall only apply in respect of Sub-Contract opportunities arising after the Commencement Date.

8.4 Notwithstanding Clause 8.1, DFID may by giving its Approval, agree that a Sub-Contract opportunity is not required to be advertised on Contracts Finder.

## **9. STAFF TRANSFER**

### **9.1 The Parties agree that:**

9.1.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 2 (Staff Transfer) shall apply as follows:

- (a) where the Relevant Transfer involves the transfer of Transferring DFID Employees, Part A of Schedule 2 (Staff Transfer) shall apply;
- (b) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Schedule 2 (Staff Transfer) shall apply;
- (c) where the Relevant Transfer involves the transfer of Transferring DFID Employees and Transferring Former Supplier Employees, Parts A and B of Schedule 2 (Staff Transfer) shall apply; and
- (d) Part C of Schedule 2 (Staff Transfer) shall not apply.

9.1.2 where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Schedule 2 (Staff Transfer) shall apply and Parts A and B of Schedule 2 (Staff Transfer) shall not apply; and

9.1.3 Part D of Schedule 2 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services;

9.2 The Supplier shall both during and after the Term indemnify DFID against all Employee Liabilities that may arise as a result of any claims brought against DFID by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

## **10. DUTY OF CARE**

10.1 The Supplier owes a duty of care to the Supplier Personnel and is responsible for the health, safety, security of life and property and general wellbeing of such persons and their property and this includes where the Supplier Personnel carry out the Services.

10.2 The Supplier warrants that it has and will throughout the duration of the Agreement and/or any Call Down Contract:

10.2.1 carry out the appropriate risk assessment with regard to its delivery of the Services;

10.2.2 provide the Supplier Personnel with adequate information, instruction, training and supervision;

10.2.3 have appropriate emergency procedures in place to enable their provision of the Services so as to prevent damage to the Supplier Personnel's health, safety, security of life and property and general wellbeing.

10.3 The provision of information of any kind whatsoever by DFID to the Supplier shall not in any respect relieve the Supplier from responsibility for its obligations under this Clause 10. The positive evaluation of the Supplier's proposal for the provision of the Services and the award of this Agreement and/or any Call Down Contract is not an endorsement by DFID of any arrangements which the Supplier has made for the health, safety, security of life and property and wellbeing of the Supplier Personnel in relation to the provision of the Services.

10.4 The Supplier acknowledges that the DFID accepts no responsibility for the health, safety, security of life and property and general wellbeing of the Supplier Personnel with regard to the Supplier Personnel carrying out the Services under this Agreement and/or any Call Down Contract.

10.5 The Supplier will ensure that such insurance arrangements as are made to cover the Supplier Personnel, or any person employed or otherwise engaged by the Supplier, and pursuant to the Suppliers duty of care as referred to in this Clause 10, are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

10.6 The costs of any insurance specifically taken out by the Supplier to support the performance of this Agreement and/or any Call Down Contract in relation to the Supplier's duty of care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.

10.7 Where DFID is providing any specific security arrangements for the Supplier or Supplier Personnel in relation to the Agreement and/or any Call Down Contract, these will be as detailed in the Section 3 (Terms of Reference).

10.8 The Supplier shall provide training on a continuing basis for all Supplier Personnel, in compliance with the Security Policy and the security plan.

## **11. PROCUREMENT OF EQUIPMENT**

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

## **12. USE OF AND RESPONSIBILITY FOR EQUIPMENT**

- 12.1 Equipment may only be used in providing the Services and shall be safely kept and maintained. Personal use of Equipment by the Supplier is not permitted without Approval.
- 12.2 The Supplier shall keep an up to date inventory of the Equipment its condition and location and make such inventory available to DFID immediately on request.
- 12.3 Subject to Clause 12.4 the Supplier shall be responsible for all loss or damage to Equipment other than that caused by fair wear and tear. The Supplier shall notify DFID immediately the Supplier becomes aware of any loss of or damage to Equipment
- 12.4 Except as required by law or circumstance, the Supplier shall not insure Equipment. DFID shall bear the risk in respect of loss or damage provided such loss or damage was not due to the Supplier's negligence and provided the Supplier obtains and pays to DFID such proper compensation as may be due from any third party in respect of such loss or damage to the Equipment.
- 12.5 The Supplier shall obtain DFID's instructions on the disposal of Equipment and comply with such instructions.

## **Agreement Governance**

### **13. MONITORING OF AGREEMENT PERFORMANCE**

- 13.1 Obligations relating to the monitoring of Agreement performance set out in Section 3 (Terms of Reference) shall apply in addition to this Clause 13. Unless a Call Down Contract otherwise specifies, this Clause 13 shall apply to each Call Down Contract.
- 13.2 Within twenty (20) Working Days of the Commencement Date the Supplier shall provide DFID with details of how the process in respect of the monitoring and reporting of the performance of the Supplier's obligations under this Agreement and/or any Call Down Contract will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 13.3 The Supplier shall provide DFID with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Clause 13.2 above which shall contain, as a minimum, the following information:
- 13.3.1 details of compliance with its obligations under Clause 7.8.2
  - 13.3.2 details of compliance with any additional obligations set out in Section 3 (Terms of Reference); and
  - 13.3.3 details of compliance with its obligations under Annex 1b of Section 2 (Contractual Annual Compliance Declaration); and
  - 13.3.4 such other details as DFID may reasonably require from time to time.
- 13.4 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and DFID of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
- 13.4.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;
  - 13.4.2 take place at such location and time (within normal business hours) as DFID shall reasonably require unless otherwise agreed in advance;
  - 13.4.3 be attended by the Supplier's Contract Officer and the DFID's Project Officer; and

- 13.4.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the DFID's Project Officer and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Contract Officer and the DFID's Project Officer at each meeting.
- 13.5 In order to assess the level of performance of the Supplier, DFID may undertake satisfaction surveys in respect of the Supplier's provision of the Services and DFID shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Services which the responses to the satisfaction surveys reasonably suggest are not in accordance with this Agreement and/or any Call Down Contract.
- 14. PROGRESS & FINANCIAL REPORTS**
- 14.1 Where progress and financial reports are to be submitted under the Agreement and/or any Call Down Contract, the Supplier shall render those reports at such time and in such form as may be specified by DFID or where not specified by DFID, as otherwise agreed between the Parties.
- 15. OPEN BOOK ACCOUNTING AND AUDIT**
- 15.1 The Supplier shall keep and maintain for seven (7) years after the expiry of the Term (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Agreement and/or any Call Down Contract including the Services provided under it, any Sub-Contracts and the amounts paid by DFID.
- 15.2 If so stated in Section 3 (Terms of Reference) or the Terms of Reference of a Call Down Contract, DFID shall be entitled to apply the principles of open book contract management set out in Procurement Policy Note 05/16 (<https://www.gov.uk/government/publications/procurement-policy-note-0516-open-book-contact-management>), or any other replacement guidance or policy issued from time to time to this Agreement and/or any Call Down Contract. DFID shall apply the appropriate tier level which, in DFID's reasonable opinion, is commensurate with the delivery model of the Services and the Supplier shall comply with the principles etc. (as more particular described in the OBMC guidance).
- 15.3 The Supplier shall:
- 15.3.1 keep the records and accounts referred to in Clause 15.1 in accordance with Good Industry Practice and Law; and
- 15.3.2 afford DFID and/or its Auditors access to the records and accounts referred to in Clause 15.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Term and the period specified in Clause 15.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Agreement and/or any Call Down Contract including in order to:
- (a) verify the accuracy of the Charges and any other amounts payable by DFID under this Agreement and/or any Call Down Contract (and proposed or actual variations to them in accordance with this Agreement and/or any Call Down Contract);
  - (b) verify the costs of the Supplier (including the costs of all Sub-Agreement and/or any Call Down Contractors and any third party suppliers) in connection with the provision of the Services;
  - (c) verify the Open Book Data;
  - (d) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
  - (e) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances DFID shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
  - (f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Sub-Contractors or their ability to perform the Services;
  - (g) obtain such information as is necessary to fulfil DFID's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
  - (h) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Agreement and/or any Call Down Contract;
  - (i) carry out DFID's internal and statutory audits and to prepare, examine and/or certify DFID's annual and interim reports and accounts;

- (j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which DFID has used its resources;
  - (k) review any records relating to the Supplier's performance of the provision of the Services and to verify that these reflect the Supplier's own internal reports and records;
  - (l) verify the accuracy and completeness of any information delivered or required by this Agreement and/or any Call Down Contract;
  - (m) review the Supplier's quality management systems (including any quality manuals and procedures);
  - (n) review the Supplier's compliance with any standards referred to in this Agreement and/or any Call Down Contract or applicable to the provision of the Services;
  - (o) inspect any of DFID's assets, including DFID's IPRs, equipment and facilities, for the purposes of ensuring that any of DFID's assets are secure and that any register of assets is up to date; and/or
  - (p) review the integrity, confidentiality and security of DFID Data.
- 15.4 DFID shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of DFID.
- 15.5 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:
- 15.5.1 all reasonable information requested by DFID within the scope of the audit;
  - 15.5.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Services; and
  - 15.5.3 access to the Supplier Personnel.
- 15.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 15, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse DFID for the DFID's reasonable costs incurred in relation to the audit.
- 16. EXIT MANAGEMENT**
- 16.1 On reasonable notice at any point during the Term, or the Term of any Call Down Contract, the Supplier shall provide to DFID and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by DFID of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:
- 16.1.1 details of the Service(s);
  - 16.1.2 a copy of the Register, updated by the Supplier up to the date of delivery of such Registers;
  - 16.1.3 an inventory of DFID Data in the Supplier's possession or control;
  - 16.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
  - 16.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Services;
  - 16.1.6 all information relating to Transferring Supplier Employees or those who may be Transferring Supplier Employees' required to be provided by the Supplier under this Agreement and/or any Call Down Contract such information to include the Staffing Information as defined in Schedule 2 (Staff Transfer); and
  - 16.1.7 such other material and information as DFID shall reasonably require,
- (together, the "Exit Information").
- 16.2 The Supplier acknowledges that DFID may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom DFID is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that DFID may not disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).



- 16.3 if the Exit Information materially changes from the Exit Information previously provided and it could reasonably adversely affect:
- 16.3.1 the provision of the Services; and/or
  - 16.3.2 the delivery of the exit services/exit plan; and/or
  - 16.3.3 any re-tender exercise by DFID,
- then the Supplier shall notify DFID within a reasonable period of time and consult and shall consult with DFID regarding such proposed material changes and provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from DFID.
- 16.4 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:
- 16.4.1 prepare an informed offer for those Services; and
  - 16.4.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).
- 16.5 The Supplier shall, within three (3) months after the Commencement Date, deliver to DFID an Exit Plan which:
- 16.5.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Services from the Supplier to DFID and/or its Replacement Supplier on the expiry or termination of this Agreement and/or any Call Down Contract;
  - 16.5.2 complies with the requirements set out in Clause 16.7 below;
  - 16.5.3 is otherwise reasonably satisfactory to DFID.
- 16.6 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 16.7 Unless otherwise specified by DFID, the Exit Plan shall set out, as a minimum:
- 16.7.1 how the Exit Information is obtained;
  - 16.7.2 the management structure to be employed during both transfer and cessation of the Services;
  - 16.7.3 the management structure to be employed whilst carrying out the activities to be performed by the Supplier as identified in the Exit Plan;
  - 16.7.4 a detailed description of both the transfer and cessation processes, including a timetable;
  - 16.7.5 how the Services will transfer to the Replacement Supplier and/or DFID, including details of the processes, documentation, data transfer, systems migration, security and the segregation of DFID's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
  - 16.7.6 details of Contracts (if any) which will be available for transfer to DFID and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and Contracts used by the Supplier in connection with the provision of the Services will be available for such transfer);
  - 16.7.7 proposals for the training of key personnel of the Replacement Supplier in connection with the continuation of the provision of the Services following the Expiry Date charged at rates agreed between the Parties at that time;
  - 16.7.8 proposals for providing DFID or a Replacement Supplier copies of all documentation:
    - (a) used in the provision of the Services and necessarily required for the continued use of the Replacement Services, in which the Intellectual Property Rights are owned by the Supplier; and
    - (b) relating to the use and operation of the Services;
  - 16.7.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Services;
  - 16.7.10 proposals for the identification and return of all Equipment in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);

- 16.7.11 proposals for the disposal of any redundant Services and materials;
- 16.7.12 procedures to:
- (a) deal with requests made by DFID and/or a Replacement Supplier for Staffing Information pursuant to Schedule 2 (Staff Transfer);
  - (b) determine which Supplier Personnel are or are likely to become Transferring Supplier Employees; and
  - (c) identify or develop any measures for the purpose of the Employment Regulations envisaged in respect of Transferring Supplier Employees;
- 16.7.13 how each of the issues set out in this Clause 16 will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or DFID with the aim of ensuring that there is no disruption to or degradation of the Services;
- 16.7.14 proposals for the supply of any other information or assistance reasonably required by DFID or a Replacement Supplier in order to effect an orderly handover of the provision of the Services.

## **PAYMENT AND TAXATION**

### **17. Charges**

- 17.1 In consideration of the Supplier carrying out its obligations under this Agreement and/or any Call Down Contract, including the provision of the Services, DFID shall pay the undisputed Charges in accordance with the pricing and payment profile set out in Section 5 (Schedule of Prices) and the invoicing procedure set out in Clause 22.
- 17.2 If DFID fails to pay any undisputed Charges properly invoiced under this Agreement and/or any Call Down Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

### **18. VAT**

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

### **19. RETENTION AND SET OFF**

- 19.1 DFID may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Agreement and/or any Call Down Contract or under any other agreement between the Supplier and DFID.
- 19.2 If DFID wishes to exercise its right pursuant to Clause 19.1 it shall give at least 21 days' notice of its intention to do so, setting out the reasons for retaining or setting off the relevant Charges.
- 19.3 The Supplier shall make any payments due to DFID without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by DFID to the Supplier

### **20. SUPPLIER PROFIT**

- 20.1 On completion of each Call Down Contract Year (or on a six-monthly basis if requested by DFID giving reasonable written notice), and for any Variation, the Supplier is required to send a written report (the "**Actual Profit Margin Report**") in an overall format determined by DFID but to include an updated cost pro-forma template, setting out the Actual Profit Margin including any change to the Projected Profit Margin.
- 20.2 Where the Actual Profit Margin Report identifies that the Supplier has exceeded the Projected Profit Margin over the period set out in the Actual Profit Margin Report ("the **Exceeded Amount**"), the Parties shall agree within a reasonable period of time following

receipt by DFID of the Actual Profit Margin Report how the Exceeded Amount should be apportioned. Where the Parties are unable to agree DFID shall be entitled to require the Supplier to do any of the following:

- 20.2.1 pay DFID an amount equal to the difference between the Projected Profit Margin and the Exceeded Amount; or
- 20.2.2 redirect an amount equal to the difference between the Projected Profit Margin and the Exceeded Amount back in to the programme being delivered as part of the Services; or
- 20.2.3 adjust the Charges.

## **21. SATISFACTORY PERFORMANCE**

- 21.1 Payments made pursuant to Clause 17.1 are subject to the satisfactory performance by the Supplier of its obligations under the Agreement and/or any Call Down Contract as determined by the DFID Project Officer in addition to verification by the DFID Project Officer that all prior payments made to the Supplier under this Agreement and/or any Call Down Contract were properly due.
- 21.2 If for any reason the Services are not provided in accordance with this Agreement and/or any Call Down Contract, or DFID is dissatisfied with the performance of this Agreement and/or any Call Down Contract, DFID, without prejudice to any other rights or remedies howsoever arising, shall be entitled to withhold payment of the applicable Charges for the Services that were not so provided until such time as the applicable Services are provided in accordance with this Agreement and/or any Call Down Contract.
- 21.3 Should DFID determine after paying for a particular part of the Services that this has not been provided in accordance with this Agreement and/or any Call Down Contract, DFID may recover, or withhold from further payments, an amount not exceeding the applicable Charges paid for that part of the Service until the unsatisfactory part of the Services is remedied to DFID's satisfaction.

## **22. PAYMENTS & INVOICING INSTRUCTIONS**

- 22.1 Subject to DFID being satisfied that the Supplier is or has been carrying out their duties, obligations and responsibilities under this Agreement and/or any Call Down Contract, the applicable Charges shall be paid within 30 days of receipt of an undisputed Valid Invoice and payment shall be made in sterling in the UK or any other currency in any other country as determined from DFID from time to time.
- 22.2 Subject to the applicable subsistence ceilings, expenses (if any) arising in foreign currency shall be reimbursed at the exchange rate stated in OANDA ([www.oanda.com](http://www.oanda.com)) on the Friday immediately preceding the date on which the purchase was made or services acquired by the Supplier or, if this took place on a Friday, at the rate so stated on that day.
- 22.3 Unless the Call Down Contract provides that payments shall be made on a 'Milestone Payment Basis', or otherwise expressly provides, in the Call Down Contract, invoices should be submitted electronically monthly in arrears to the Accounts Payable Section, DFID Financial Management Group [e-invoicing@dfid.gov.uk](mailto:e-invoicing@dfid.gov.uk), and in accordance with this Clause 22.
- 22.4 When the Call Down Contract provides that payments shall be made on a 'Milestone Payment Basis', 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 the 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 DFID.
  - 22.4.1 When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, the Supplier shall submit the associated invoice(s), indicating both the amount or amounts due at the time and cumulatively.
  - 22.4.2 Payments pursuant to clause 22.4 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.
- 22.5 DFID shall unless otherwise expressly provided in Section 4 (Special Conditions) make payments due by direct credit through the UK Bank Clearing Systems (BACS). For an invoice to be valid, it must contain:
  - 22.5.1 details of the bank account to which payments are to be made (i.e. name and address of bank, sort code, account name and number).
  - 22.5.2 the date of the invoice;
  - 22.5.3 a unique invoice number;
  - 22.5.4 the period(s) to which the relevant charge(s) relate;

- 22.5.5 the correct reference for this Agreement and the purchase order to which it relates;
  - 22.5.6 a contact name and telephone number of a responsible person in the supplier's finance department;
  - 22.5.7 a detailed breakdown of the Services and the appropriate Charges and supported by any other documentation required by DFID to substantiate the invoice.
- 22.6 All Valid Invoices should correspond with the budget lines identified in Section 5 (Schedule of Prices) of this Agreement and/or any Call Down Contract.
- 22.7 DFID may request proof of purchase in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.
- 22.8 Where an invoice is not a Valid Invoice it may be rejected by DFID and in any event shall be liable to query and delay in payment. DFID reserves the right to not pay any amount due in respect of any invoice received by DFID more than 90 days after the day of the Supplier becoming entitled to invoice for the payment to which it relates.

## **23. UNITED KINGDOM INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS**

- 23.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Agreement and/or any Call Down Contract, the Supplier shall:
- 23.1.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration;
  - 23.1.2 indemnify DFID against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

## **24. TAX COMPLIANCE**

- 24.1 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
- 24.1.1 notify DFID in writing of such fact within 5 Working Days of its occurrence;
  - 24.1.2 promptly provide to DFID:
    - (a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
    - (b) such other information in relation to the Occasion of Tax Non-Compliance as DFID may reasonably require.

## **Intellectual Property, Security and Information**

### **25. INTELLECTUAL PROPERTY RIGHTS**

- 25.1 Save as expressly granted elsewhere under this Agreement and/or any Call Down Contract:
- 25.1.1 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; and
    - (b) the Third Party IPR.
  - 25.1.2 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;
    - (c) Project Specific IPRs; and
    - (d) Programme Name and any rights and interests in it at all times.

- 25.2 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).
- 25.3 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.
- 25.4 Any Project Specific IPRs created under this Agreement and/or any Call Down Contract shall be owned by DFID. DFID grants the Supplier a licence to use any DFID Background IPR and Project Specific IPRs for the purpose of fulfilling its obligations under this Agreement and/or any Call Down Contract during its Term.
- 25.5 Subject to Clause 25.7, to the extent that it is necessary to enable DFID to obtain the full benefits of ownership of the Project Specific IPRs, 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.
- 25.6 The Supplier shall promptly notify DFID if it is reasonably believes that it will be unable to grant or procure the grant of the licences set out in Clause 25.5 above and the Supplier shall provide full details of the adverse effect this may have on DFID's use of the Project Specific IPRs.
- 25.7 Where the Supplier is unable to comply with Clause 25.5, the Supplier shall refrain from embedding or integrating any Supplier Background IPRs and/or Third Party IPRs with the Project Specific IPRs in such a way that could affect DFID obtaining full benefit of the ownership of those Project Specific IPRs, except where DFID has provided express written Approval to do so.
- 25.8 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.
- 25.9 If an IPR Claim is made or anticipated, the Supplier must at its own expense and DFID's sole option, either:
- 25.9.1 procure for DFID the rights in Clause 25.5 without infringing the IPR of any third party; or
- 25.9.2 replace or modify the relevant item with non-infringing substitutes with no detriment to functionality of performance of the Services.
- 26. SECURITY REQUIREMENTS**
- 26.1 The Supplier shall comply, and shall procure that the Supplier Personnel comply, with the Security Policy and any security plan requested by DFID, and the Supplier shall ensure that the security plan produced by the Supplier fully complies with the Security Policy.
- 26.2 The Supplier shall ensure that it keeps up to date with the latest version of the Security Policy.
- 26.3 If the Supplier believes that a change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a variation in accordance with Clause 38. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in discussion with the DFID Contract Officer.
- 26.4 Until and/or unless a change to the Charges is agreed by DFID pursuant to Clause 26.3 the Supplier shall continue to perform the Services in accordance with its obligations and for the Charges applicable prior to any change request.
- 27. MALICIOUS SOFTWARE**
- 27.1 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.
- 27.2 Notwithstanding Clause 27.1 if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of DFID Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 27.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 27.2 shall be borne by the Parties as follows:
- 27.3.1 by the Supplier where the Malicious Software originates from the Supplier Software, the Third Party Software or the DFID Data (whilst the DFID Data was under the control of the Supplier); and

- 27.3.2 by DFID if the Malicious Software originates from the DFID Software or the DFID Data (whilst DFID Data was under the control of DFID).

## **28. TRANSPARENCY**

- 28.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of Clause 30 (Freedom of Information), the content of this Agreement and/or any Call Down Contract is not confidential information. DFID shall be responsible for determining in its absolute discretion whether any of the content of the Agreement and/or any Call Down Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 28.2 Notwithstanding any other term of this Agreement and/or any Call Down Contract, the Supplier hereby gives their consent for DFID to publish the Agreement and/or any Call Down Contract in its entirety, including from time to time agreed changes to the Agreement and/or any Call Down Contract, to the general public.
- 28.3 DFID may consult with the supplier to inform its decision regarding any exemptions with regard to FOIA but DFID shall have the final decision in its absolute discretion.
- 28.4 The Supplier shall assist and cooperate with DFID to enable DFID to publish this Agreement and/or any Call Down Contract.
- 28.5 The Supplier acknowledges that DFID endorses/supports the requirements of the IATI standard and shall assist and cooperate with DFID, to enable the Supplier to understand the different elements of IATI implementation and to comply with the different data, policy and technical considerations that need to be taken into account.
- 28.6 The Supplier shall:
- 28.6.1 publish information data to the IATI standard, that relates to a specific activity in a single, common, electronic format for the transparent, accurate, timely and comprehensive publishing of data, on all activities in the delivery chain, in the delivery of development cooperation and humanitarian aid; and
  - 28.6.2 provide all necessary assistance as reasonably requested by DFID to enable DFID to respond to the IATI requirements.
- 28.7 The Supplier shall maintain an up-to-date and accurate record of named downstream delivery partners in receipt of DFID funds and/or DFID funded inventory or assets. This record should demonstrate how funds flow from initial source to end beneficiaries. This record should be made available to DFID upon written request and within the time set out in the request. This record should be updated by the Supplier;
- 28.7.1 as required in the terms of reference;
  - 28.7.2 annually;
  - 28.7.3 when there are material changes in the delivery chain; and
  - 28.7.4 as part of the project completion process.

## **29. CONFIDENTIALITY**

- 29.1 Except to the extent set out in this Clause 29 or where disclosure is expressly permitted elsewhere in this Agreement and/or any Call Down Contract, each Party shall:
- 29.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly;
  - 29.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 29.2 Clause 29.1 shall not apply to the extent that:
- 29.2.1 such disclosure is a requirement of Law applicable to the Party making the disclosure, including any requirements for disclosure under the FOIA, the Environmental Information Regulations and associated codes of practice pursuant to Clause 30 (Freedom of Information);
  - 29.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - 29.2.3 such information was obtained from a third party without obligation of confidentiality;
  - 29.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement and/or any Call Down Contract; or

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

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

29.4 The Supplier shall not, and shall procure that the Supplier Personnel do not, use any of DFID's Confidential Information received otherwise than for the purposes of this Agreement and/or any Call Down Contract.

29.5 At the written request of DFID, the Supplier shall procure that those members of the Supplier Personnel referred to in Clause 29.3, respectively sign a confidentiality undertaking prior to commencing any work in accordance with this Agreement and/or any Call Down Contract.

29.6 Nothing in this Agreement and/or any Call Down Contract shall prevent DFID from disclosing the Supplier's Confidential Information:

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

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

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

29.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 29.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Agreement and/or any Call Down Contract;

29.6.5 on a confidential basis for the purpose of the exercise of its rights under this Agreement and/or any Call Down Contract, including the Audit Rights, its step-in rights pursuant to Clause 15 (Open Book Accounting and Audit), its rights to appoint an advisor pursuant to Clause 47 (Dispute Resolution) and any rights set out in Clause 16 (Exit Management);

29.6.6 on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement and/or any Call Down Contract; or

29.6.7 for the purpose of the examination and certification of DFID's accounts,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on DFID under this Clause 29.

29.7 Nothing in this Clause 29 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement and/or any Call Down Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

### **30. FREEDOM OF INFORMATION**

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

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

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

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

30.2.3 provide all necessary assistance as reasonably requested by DFID to enable DFID to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

- 30.3 DFID shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement and/or any Call Down Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA, the Environmental Information Regulations and associated codes of practice.
- 30.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by DFID.
- 30.5 The Supplier acknowledges that DFID may, acting in accordance with any code of practice issued pursuant to Section 45 of FOIA ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:
- 30.5.1 in certain circumstances without consulting the Supplier;
  - 30.5.2 following consultation with the Supplier and having taken their views into account;
  - 30.5.3 provided always that where Clause 30.5.1 applies DFID shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 30.6 The Supplier shall ensure that all Information is retained for disclosure in accordance with Clauses 30.7 and 30.8 and shall permit DFID to inspect such records as requested by DFID from time to time.
- 30.7 The Supplier shall, during this Agreement and/or any Call Down Contract and for a period of at least seven years following the expiry or termination of this Agreement and/or any Call Down Contract, retain and maintain all Information:
- 30.7.1 in accordance with Good Industry Practice and Law;
  - 30.7.2 in chronological order;
  - 30.7.3 in a form that is capable of audit;
  - 30.7.4 at its own expense.
- 30.8 Wherever practical, original Information shall be retained and maintained in hard copy form.
- 31. OFFICIAL SECRETS ACT**
- 31.1 The Supplier shall, and shall ensure that the Supplier Personnel shall, comply with any relevant obligations arising under the Official Secrets Acts 1911 to 1989.
- 32. DFID DATA**
- 32.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to DFID Data.
- 32.2 The Supplier shall not store, copy, disclose, or use DFID Data except as necessary for the performance by the Supplier of its obligations under this Agreement and/or any Call Down Contract or as otherwise expressly authorised in writing by DFID.
- 32.3 To the extent that DFID Data is held and/or processed by the Supplier, the Supplier shall supply that DFID Data to DFID as requested by DFID in the format(s) specified by DFID.
- 32.4 Upon receipt or creation by the Supplier of any DFID Data and during any collection, processing, storage and transmission by the Supplier of any DFID Data, the Supplier shall take responsibility for preserving the integrity of DFID Data and preventing the corruption or loss of DFID Data.
- 32.5 The Supplier shall perform secure back-ups of all DFID Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Security Policy. The Supplier shall ensure that such back-ups are available to DFID at all times upon request, with delivery times as specified by DFID.
- 32.6 The Supplier shall ensure that the system on which the Supplier holds any DFID Data, including back-up data, is a secure system that complies with the Security Policy.
- 32.7 If DFID Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, DFID may:
- 32.7.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of DFID Data to the extent and in accordance with the Business Continuity and Disaster Recovery Provisions specified in the Security Policy and the Supplier shall do so as soon as practicable but not later than three days following a written request from DFID; and/or



- 32.7.2 itself restore or procure the restoration of DFID Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in the Business Continuity and Disaster Recovery provisions specified in the Security Policy.
- 32.8 If at any time the Supplier suspects or has reason to believe that DFID Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify DFID immediately and inform DFID of the remedial action the Supplier proposes to take.
- 32.9 The Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme.

### **33. PROTECTION OF PERSONAL DATA**

- 33.1 The Parties acknowledge that the factual activity carried out by each of them in relation to their obligations under this Framework Agreement and/or any Call Down Contract will determine the status of each Party under the Data Protection Legislation. A Party may act as "Joint Controller" or a "Controller" or a "Processor" of certain Personal Data under this Contract. The Parties shall detail the envisaged status in Appendix 1 of the Terms of Reference (at Section 4 – Appendix A Annex A of the Call Down contract) and update it where appropriate.

#### **33.2 Where a Party is Processing on behalf of the other Party who is the Controller**

- 33.2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, DFID is the Controller and the Supplier is the Processor unless otherwise specified in Appendix 1 of the Terms of Reference (at Section 4 – Appendix A Annex A of the Call Down contract). The only processing that the Processor is authorised to do is listed in Appendix 1 of the Terms of Reference by the Controller and may not be determined by the Processor.
- 33.2.2 The Processor shall notify the Controller immediately if it considers that any of Controller's instructions infringe the Data Protection Legislation.
- 33.2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the services.
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 33.2.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with the Appendix 1 referred to in Clause 33.2.1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - a. nature of the data to be protected;
    - b. harm that might result from a Data Loss Event;
    - c. state of technological development; and
    - d. cost of implementing any measures;
  - (c) ensure that:
    - I. the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Appendix 1 referred to in Clause 33.2.1);
    - II. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

- a. are aware of and comply with the Processor's duties under this clause;
  - b. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
  - c. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
  - d. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- a. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - b. the Data Subject has enforceable rights and effective legal remedies;
  - c. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - d. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) At the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 33.2.5 Subject to clause 33.2.6, the Processor shall notify the Controller without due delay and in any event within 48 hours if it:
- a. receives a Data Subject Access Request (or purported Data Subject Access Request);
  - b. receives a request to rectify, block or erase any Personal Data;
  - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - d. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - e. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - f. becomes aware of a Data Loss Event.
- 33.2.6 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 33.2.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- a. the Controller with full details and copies of the complaint, communication or request;
  - b. such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - c. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - d. assistance as requested by the Controller following any Data Loss Event;
  - e. assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 33.2.7 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- a. the Controller determines that the processing is not occasional;
  - b. the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
  - c. the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 33.2.8 Where the Supplier is the Processor it shall allow for audits of its Data Processing activity by the DFID or its DFID's designated auditor.
- 33.2.9 Each party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 33.2.10 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
  - a. notify the Controller in writing of the intended Sub-processor and processing;
  - b. obtain the written consent of the Controller;
  - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 33.2 such that they apply to the Sub-processor; and
  - d. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 33.2.11 The Processor shall remain fully liable for all acts or omissions of any Sub-processor
- 33.2.12 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable Controller to Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement)
- 33.2.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. DFID may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

### **33.3 Where the Parties both Control Personal Data Independently**

- 33.3.1 With respect to Personal Data which a Party acts as Controller but which is not under the Joint Control (because the Parties determine the means and purposes of processing Personal Data independently of each other) each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller and with this Clause 33.3.
- 33.3.2 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 33(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
- 33.3.3 Each Party shall promptly (and without undue delay) notify the other Party if in relation to any Personal Data processed by it as independent Controller in the performance of its obligations or the exercise of its rights under this Contract if:
  - (a) it receives a complaint, notice or communication which relates to either Party's actual or alleged non-compliance with the Data Protection Legislation; or
  - (b) it becomes aware of a Personal Data Breach;

and shall provide the other Party with such assistance and cooperation as is reasonably requested by the other Party in order to address and resolve the complaint, notice, communication or Personal Data Breach.
- 33.3.4 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (**the "Claim Losses"**): the Party responsible for the relevant breach shall be responsible for the Claim Losses.

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

**33.4 Where the Parties both Controllers of Personal Data Jointly**

- 33.4.1 Where the Parties jointly determine the purposes of means of processing Personal Data in accordance with GDPR Article 26, the Parties shall identify the applicable Personal Data under Joint Control in Appendix 1 and the Parties shall enter into a Joint Controller Agreement based on the terms outlined in Appendix 2 in replacement of Clause 33.2-33.3 which shall not apply for any such the Personal Data under Joint Control.

**34. PUBLICITY AND BRANDING**

- 34.1 The Supplier shall not:

- 34.1.1 make any press announcements or publicise this Contract or its contents in any way; or
- 34.1.2 use DFID's name or brand (including the 'UK aid logo') in any promotion, marketing, communications or announcement of orders;
- without the prior written consent of the DFID.

- 34.2 Where and to the extent that DFID has provided consent pursuant to Clause 34.1, then the Supplier:

- 34.2.1 shall collaborate with DFID and proactively look for ways to build support for development and raise awareness of DFID's funding.
- 34.2.2 shall explicitly acknowledge DFID's funding, in written and verbal communications about activities related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of DFID's "UK aid – from the British people" logo ('UK aid logo') in accordance with DFID standards for use of the UK aid logo, unless otherwise agreed in advance by DFID and in all cases subject to security and safety considerations of the Supplier.
- 34.2.3 shall provide a visibility statement of how and when they or Sub-Contractors will acknowledge funding from DFID and where they will use the UK aid logo. The Supplier shall include reference to this in its progress reports and annual reviews.
- 34.2.4 may use the UK aid logo in conjunction with other donor logos, and where the number of donors to a programme or project is such as to make co-branding impractical, acknowledgement of funding from DFID shall be equal to that of other co-donors making contributions of equivalent amounts to the programme or project.

**Liabilities**

**35. LIMIT OF LIABILITY**

- 35.1 In relation to each Call Down Contract, neither Party limits its liability for:

- 35.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-contractor (as applicable);
- 35.1.2 fraud or fraudulent misrepresentation by it or its employees;
- 35.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 35.1.4 any liability to the extent it cannot be limited or excluded by Law.

- 35.2 Subject to Clause 35.1, the Supplier's total aggregate liability in relation to each Call Down Contract in respect of all Losses (whether in tort contract or otherwise) incurred by DFID under or in connection with the Call Down Contract as a result of Defaults by the Supplier shall not exceed the Call Down Contract Financial Limit unless a different amount has been stated in Section 4 – Appendix A (Call Down Contract) in which case that amount shall apply.

- 35.3 Subject to Clause 35.1, DFID's total aggregate liability in relation to each Call Down Contract in respect of all Losses (whether in tort, contract or otherwise) shall not exceed one hundred thousand pounds (£100,000).

- 35.4 Subject to Clause 35.1 neither Party be liable to the other for any:
- 35.4.1 loss of profits, turnover, savings business opportunities, revenue or damage to goodwill (in each case whether direct or indirect); and/or
  - 35.4.2 indirect, special or consequential loss or damage of any nature and howsoever caused, even if the losses were reasonably foreseeable or the Party has been advised of the possibility of such losses occurring.
- 35.5 Subject to Clause 35.2, and notwithstanding Clause 35.4, the Supplier acknowledges that DFID may, amongst other things, recover from the Supplier the following losses incurred by DFID to the extent that they arise as a result of a Default by the Supplier:
- 35.5.1 any additional operational and/or administrative costs and expenses incurred by DFID, including costs relating to time spent by or on behalf of DFID in dealing with the consequences of the Default;
  - 35.5.2 any wasted expenditure or charges;
  - 35.5.3 the additional cost of procuring Replacement Services for the remainder of the Term, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under this Agreement and/or any Call Down Contract;
  - 35.5.4 any compensation or interest paid to a third party by DFID; and
  - 35.5.5 any fine, penalty or costs incurred by DFID pursuant to Law.
- 36. INDEMNITY**
- 36.1 Subject to Clauses 35.1 to 35.5 (inclusive), the Supplier shall indemnify DFID in respect of any Losses howsoever arising out of or in consequence of negligent acts or omissions by the Supplier or the Supplier Personnel or any claims made against DFID by third parties in respect thereof and in relation to this Agreement and/or any Call Down Contract.
- 36.2 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of DFID or DFID's employees, or by breach by DFID of its obligations under the Agreement and/or any Call Down Contract.
- 37. INSURANCE**
- 37.1 The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Agreement and/or any Call Down Contract in accordance with Schedule 3 (Insurance Requirements).
- 37.2 The Supplier shall ensure that its Sub-Contractors shall effect and maintain insurances (where appropriate) in relation to the performance of their obligations under any Sub-Contracts appropriate to Services being provided.
- 37.3 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Agreement and/or any Call Down Contract.

## Control of Agreement

- 38. VARIATIONS**
- 38.1 Either Party may request a variation to this Agreement and/or any Call Down Contract provided that such variation does not amount to a material change of this Agreement and/or any Call Down Contract within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".
- 38.2 A Party may request a Variation at any time by sending the request in writing to the relevant Agreement and/or any Call Down Contract Officer. The request shall contain sufficient information setting out:
- 38.2.1 the extent of the proposed Variation and any additional cost that may be incurred; and
  - 38.2.2 a formal, technical and commercial justification.
- 38.3 In the event that the Parties are unable to agree a change to the Agreement and/or any Call Down Contract that may be included in a request of a Variation or response to as a consequence thereof DFID may:

- 38.3.1 agree to continue to perform its obligations under this Agreement and/or any Call Down Contract without the Variation; or
- 38.3.2 terminate this Agreement and/or any Call Down Contract with immediate effect, except where the Supplier has already fulfilled part or all of the provision of the Services in accordance with this Agreement and/or any Call Down Contract or where the Supplier can show evidence of substantial work being carried out to provide the Services under this Agreement and/or any Call Down Contract, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.
- 38.4 If the Parties agree the Variation, the Variation shall be effected upon both Parties signing the Agreement and/or any Call Down Contract Amendment Letter (Appendix A) and the Supplier shall implement such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in this Agreement and/or any Call Down Contract. DFID shall not be liable for any costs for any additional activity or otherwise undertaken by the Supplier where the Parties have not agreed in writing in an executed Contract Amendment Letter in accordance with this Clause 38 for such costs to be incurred or for the additional activity to be undertaken. The Supplier shall promptly return on request by DFID, any monies which DFID may have paid the Supplier in respect of activities or payments which have not been authorised by DFID in accordance with this Clause 38.
- 39. ASSIGNMENT AND NOVATION**
- 39.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement and/or any Call Down Contract without Approval.
- 39.2 Subject to Clause 39.1, the Supplier may assign to a third party ("the Assignee") the right to receive payment of the Charges or any part thereof due to the Supplier under this Agreement and/or any Call Down Contract (including any interest to which DFID is liable under the Late Payments of Commercial Debts (Interest) Act 1998). Any assignment under this Clause 39.2 shall be subject to:
- 39.2.1 deduction of any sums in respect of which DFID exercises its right of recovery under Clause 19 (Retention and Set Off);
- 39.2.2 all related rights of DFID under the Agreement and/or any Call Down Contract in relation to the recovery of sums due but unpaid; and
- 39.2.3 DFID receiving notification under both Clauses 39.3 and 39.4.
- 39.3 In the event that the Supplier assigns the right to receive the Charges under Clause 39.2, the Supplier shall notify DFID in writing of the assignment and the date upon which the assignment becomes effective.
- 39.4 The Supplier shall notify DFID of the assignee's contact information and bank account details to which DFID shall make payment.

## **Default and Termination**

### **40. DFID REMEDIES FOR DEFAULT**

#### **40.1 Remedies**

- 40.1.1 Without prejudice to any other right or remedy of DFID howsoever arising if the Supplier commits any Default of this Agreement and/or any Call Down Contract then DFID may (whether or not any part of the Services have been provided) do any of the following:
- (a) at DFID's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (where such Default is capable of remedy) or to supply Replacement Services and carry out any other necessary work to ensure that the terms of this Agreement and/or any Call Down Contract are fulfilled, in accordance with the DFID 's instructions;
  - (b) carry out, at the Supplier's expense, any work necessary to make the provision of the Services comply with this Agreement and/or any Call Down Contract;
  - (c) if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults - whether of the same or different obligations and regardless of whether such Defaults are remedied - which taken together constitute a material Default):
    - (i) instruct the Supplier to comply with the Rectification Plan Process;

- (ii) suspend this Agreement and/or any Call Down Contract (whereupon the relevant provisions of Clause 45 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) the Services;
- (iii) without terminating or suspending the whole of this Agreement and/or any Call Down Contract, terminate or suspend this Agreement and/or any Call Down Contract in respect of part of the provision of the Services only (whereupon the relevant provisions of Clause 45 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Services.

40.1.2 Where DFID exercises any of its step-in rights under Clauses 40.1.1 (c) (ii) or 40.1.1 (c) (iii), DFID shall have the right to charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by DFID (including any reasonable administration costs) in respect of the supply of any part of the Services by DFID or a third party and provided that DFID uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.

## **40.2 Rectification Plan Process**

40.2.1 Where DFID has instructed the Supplier to comply with the Rectification Plan Process pursuant to 40.1.1 (c) (i):

- (a) the Supplier shall submit a draft Rectification Plan to DFID for it to review as soon as possible and in any event within 10 (ten) Working Days (or such other period as may be agreed between the Parties) from the date of DFID's instructions. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the DFID's request for a draft Rectification Plan.
- (b) the draft Rectification Plan shall set out:
  - (i) full details of the Default that has occurred, including a root cause analysis;
  - (ii) the actual or anticipated effect of the Default; and
  - (iii) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable).

40.2.2 The Supplier shall promptly provide to the DFID any further documentation that the DFID requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with Dispute Resolution Procedure.

40.2.3 DFID may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

- (a) is insufficiently detailed to be capable of proper evaluation;
- (b) will take too long to complete;
- (c) will not prevent reoccurrence of the Default; and/or
- (d) will rectify the Default but in a manner which is unacceptable to DFID.

40.2.4 DFID shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If DFID rejects the draft Rectification Plan, DFID shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to DFID for review within five (5) Working Days (or such other period as agreed between the Parties) of the DFID's notice rejecting the first draft.

40.2.5 If DFID consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

## **41. FINANCIAL DISTRESS**

41.1 The Supplier acknowledges and agrees that the financial stability and solvency of the Supplier and its key Sub-Contractors is critical to the successful delivery of the Services and that any deterioration or potential deterioration of their financial position may have an adverse effect on the performance of the Contract. The Supplier shall monitor its own financial standing and that of its key Sub-Contractors on a regular basis throughout the term using a Financial Monitoring Plan and shall report on this to DFID.

- 41.2 The Financial Monitoring Plan shall be designed by the Supplier to ensure that DFID has an early and clear warning indicator of any financial distress of the Supplier and key Sub-Contractors which may affect the Services; such design to be proportionate for the circumstances; taking into account the nature of the Services and the identity of the suppliers.
- 41.3 Except where DFID has agreed otherwise, the Supplier shall within four (4) weeks of the Commencement Date, prepare and submit to the Project Officer for Approval by DFID, a Financial Monitoring Plan which shall set out the Supplier's proposals for the monitoring and reporting of its financial stability, and the financial stability of its key Sub-Contractors to DFID on a regular basis throughout the Term.
- 41.4 The Financial Monitoring Plan may include (but shall not be limited to):
- 41.4.1 A summary of the Supplier's and key Sub-Contractors' financial positions at the date of submission of the Financial Distress Plan and on a regular basis thereafter to DFID (including credit ratings, financial ratios, details of current liabilities, value of marketable securities, cash in hand and bank, account receivables etc.);
  - 41.4.2 An objective means of measuring the Supplier and key Sub-Contractor's financial standing on a regular basis throughout the Term against historical financial standing to show trend (including use of credit ratings, financial ratios and/or other financial indicators);
  - 41.4.3 The Supplier's proposals for reporting financial standing to DFID (including the template reporting forms which the Supplier intends to use);
  - 41.4.4 The frequency of monitoring and reporting activity;
  - 41.4.5 Provision of reporting lines for the supply chain to notify DFID of incidents of non-payment of valid and undisputed invoices;
  - 41.4.6 Any other provisions which in the reasonable opinion of the Supplier may be required by DFID to assess current financial standing of the Supplier and key Sub-Contractors and which enable quick and easy assessment of any movement in financial standing.
- 41.5 The Supplier shall make any reasonable amendments to the Financial Monitoring Plan as may be requested by DFID and shall resubmit it for Approval. If Approved by DFID, the Supplier shall promptly implement the Financial Monitoring Plan throughout the Term.
- 41.6 In addition to its obligations under the Financial Monitoring Plan, the Supplier shall promptly notify DFID in writing if any of the following "Financial Distress Events" occurs in respect of the Supplier or a key Sub-Contractor:
- 41.6.1 there is a material deterioration of its financial standing;
  - 41.6.2 the appointment of an administrator or receiver;
  - 41.6.3 late filing of statutory accounts with Companies House;
  - 41.6.4 it issues a profits warning or other similar public announcement about a deterioration in its finances or prospects;
  - 41.6.5 it is being publicly investigated for improper financial accounting and reporting, fraud or any other financial impropriety;
  - 41.6.6 it commits a material breach of covenant to its lenders;
  - 41.6.7 a key Sub-Contractor not being paid any sums properly due under a specified invoice that is not subject to a genuine dispute;
  - 41.6.8 it is subject to any claims, litigation, investigations, actions or decisions in respect of financial indebtedness.
- 41.7 In the event of a Financial Distress Event occurring, then the Supplier shall and shall procure that any affected key Sub-Contractor shall, as soon as reasonably practicable review the effect of the Financial Distress Event on the continued performance of the Services under this Contract and provide a report to DFID. Where DFID reasonably believes that the Financial Distress Event is likely to adversely impact on the performance of the Services, the Supplier shall submit to DFID for Approval a Financial Distress Service Continuity Plan as soon as is reasonably practicable and shall provide any further financial information as DFID may reasonably require to assess financial standing and risks.



- 41.8 If DFID acting reasonably considers that the Financial Distress Service Continuity Plan is insufficient to remedy the effects of the Financial Distress Event on the Service, then it may require the Supplier (and/or key Sub-Contractor) to redraft and resubmit an improved and updated plan or may require the issue to be escalated via the Dispute Resolution Procedure.
- 41.9 If DFID Approves the Financial Distress Service Continuity Plan, then the Supplier shall execute and continue to review the plan (with submissions to DFID for Approval where it is updated).
- 41.10 Where the Parties agree that the Financial Distress Event no longer adversely affects the delivery of the Services, the Supplier shall be relieved of its obligations in respect of the current Financial Distress Service Continuity Plan.
- 41.11 DFID shall be entitled to terminate this Contract for material Default if:
- 41.11.1 The Supplier fails to notify DFID of a Financial Distress Event in accordance with Clause 41.6;
- 41.11.2 DFID and the Supplier fail to agree a Financial Distress Service Continuity Plan or any updates to a plan within a reasonable timescale (taking into account the effects of the Financial Distress Event on the Services);
- 41.11.3 The Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan or any updates to the plan.

## **42. FORCE MAJEURE**

- 42.1 Subject to the remainder of this Clause 42, a Party may claim relief under this Clause 42 from liability for failure to meet its obligations under this Agreement and/or any Call Down Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Agreement and/or any Call Down Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- 42.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- 42.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 42 to the extent that consequences of the relevant Force Majeure Event:
- 42.3.1 are capable of being mitigated by any of the provision of any Services but the Supplier has failed to do so; and/or
- 42.3.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Agreement and/or any Call Down Contract.
- 42.4 Subject to DFID's right to terminate set out in Clause 42.5, the Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 42.5 Where DFID receives a Force Majeure Notice, from the date of receipt of the Force Majeure Notice, DFID may, at its sole discretion, either suspend this Agreement and/or any Call Down Contract for a period of up to six (6) months ("the Suspension Period") or terminate this Agreement and/or any Call Down Contract forthwith.
- 42.6 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement and/or any Call Down Contract.
- 42.7 Relief from liability for the Affected Party under this Clause 42 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Agreement and/or any Call Down Contract and shall not be dependent on the serving of notice under Clause 42.6.
- 42.8 If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Agreement and/or any Call Down Contract, this Agreement and/or any Call Down Contract shall terminate automatically.

## **43. TERMINATION WITHOUT DEFAULT OF THE SUPPLIER**

- 43.1 DFID may, at its sole discretion, terminate this Agreement and/or any Call Down Contract, at any time by issuing a Termination Notice to the Supplier giving at least thirty (30) Working Days written notice (unless stated differently in Section 4 (Special Conditions)).

#### **44. TERMINATION WITH DEFAULT OF THE SUPPLIER**

- 44.1 DFID may terminate this Agreement and/or any Call Down Contract for material Default by issuing a Termination Notice to the Supplier where:
- 44.1.1 any representation or warranty given by the Supplier pursuant to Clause 2 (Representations and Warranties) is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of DFID are acceptable;
  - 44.1.2 DFID expressly reserves the right to terminate this Agreement and/or any Call Down Contract for material Default;
  - 44.1.3 the Supplier commits any material Default of the Agreement and/or any Call Down Contract which is not, in the reasonable opinion of DFID, capable of remedy; and/or
  - 44.1.4 the Supplier commits a Default, including a material Default, which in the opinion of DFID is remediable but has not remedied such Default to the satisfaction of DFID in accordance with the Rectification Plan Process.
- 44.2 For the purpose of Clause 44.1, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.
- 44.3 DFID may, without prejudice to its other rights, including but not limited to the right to claim for Losses incurred, issue a Termination Notice where:
- 44.3.1 the Supplier or any Supplier Personnel, either directly or through their servants or agents or Sub-Contractors breaches any of their obligations under this Agreement and/or any Call Down Contract; or
  - 44.3.2 the Supplier, Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf has committed an offence under the Bribery Act 2010 or the Terrorism Act 2000 in breach of Clauses 35 or 36 of this Agreement and/or any Call Down Contract; or
  - 44.3.3 DFID has the right to terminate under Clause 38.3.2; or
  - 44.3.4 the Supplier is an individual or a partnership and at any time:
    - (a) becomes bankrupt; or
    - (b) is the subject of a receiving order or administration order; or
    - (c) makes any composition or arrangement with or for the benefit of the Supplier's creditors; or
    - (d) makes any conveyance or assignment for the benefit of the Supplier's creditors; or
    - (e) the warranty given by the supplier pursuant to Clause 24 (Tax Compliance) is materially untrue; or
    - (f) the Supplier commits a material breach of its obligation to notify DFID of any Occasion of Tax Non Compliance as required by Clause 24 (Tax Compliance); or
    - (g) the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of DFID, are acceptable; or
  - 44.3.5 the Supplier is a company and:
    - (a) an order is made or a resolution is passed for the winding up of the Supplier; or
    - (b) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Supplier; or
  - 44.3.6 the Supplier is a partnership or a company and there is a Change of Control.
  - 44.3.7 there is an occurrence of any of the statutory provisos contained in Regulation 73(1)(a)-(c) of the Regulations.
- 44.4 Where this Agreement and/or any Call Down Contract is terminated in accordance with this Clause 44, the Supplier shall without prejudice to DFID's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly

manner and in compliance with Clause 16 (Exit Management) but shall not be entitled to any further payment in relation to this Agreement and/or any Call Down Contract.

**45. PARTIAL TERMINATION, SUSPENSION AND PARTIAL SUSPENSION**

- 45.1 Where DFID has the right to terminate this Agreement and/or any Call Down Contract, DFID shall be entitled to terminate or suspend all or part of this Agreement and/or any Call Down Contract provided always that, if DFID elects to terminate or suspend this Agreement and/or any Call Down Contract in part, the parts of this Agreement and/or any Call Down Contract not terminated or suspended can, in DFID's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Agreement and/or any Call Down Contract.
- 45.2 Any suspension of this Agreement and/or any Call Down Contract under Clause 45.1 shall be for such period as DFID may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to DFID.
- 45.3 The Parties shall seek to agree the effect of any Variation necessitated by a partial termination, suspension or partial suspension in accordance with the procedure set out in Clause 38 (Variation), including the effect that the partial termination, suspension or partial suspension may have on the provision of any other Services and the Charges, provided that the Supplier shall not be entitled to:
- 45.3.1 an increase in the Charges in respect of the provision of the Services that have not been terminated if the partial termination arises due to the exercise of any of DFID's termination rights under Clause 44 (Termination With Default of the Supplier) except Clause 43 (Termination Without Default of the Supplier); and
- 45.3.2 reject the Variation.

**46. CONSEQUENCES OF EXPIRY OR TERMINATION**

- 46.1 Where this Agreement and/or any Call Down Contract has been terminated pursuant to Clause 43 (Termination Without Default of the Supplier), the Supplier shall:
- 46.1.1 take such steps as are necessary to terminate the provision of the Services or any part of the Services (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner;
- 46.1.2 act in accordance with Clause 16 (Exit Management); and
- 46.1.3 provide to DFID, not more than 60 days after DFID notifies the Supplier of the termination of this Agreement and/or any Call Down Contract an account in writing with detailed supporting evidence, stating:
- (a) any costs, if any, due before the date of termination, which cannot be avoided by the Supplier using reasonable endeavours; and
- (b) costs to be expended after the date of termination which the Supplier necessarily incurred in the proper performance of this Agreement and/or any Call Down Contract and which the Supplier cannot reasonably avoid or recover using reasonable endeavours;

and, subject to Approval, DFID shall pay such amount stated pursuant to Clause 46.1.3 to the Supplier within 30 days of receipt from the Supplier of a Valid Invoice in respect of the amount due.

- 46.2 Where this Agreement and/or any Call Down Contract is terminated under Clause 44 (Termination with Default of the Supplier) and DFID makes other arrangements for the provision of Services DFID may recover from the Supplier pursuant to Clause 19 (Retention and Set Off) or otherwise, the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by DFID throughout the remainder of the Term provided that DFID shall take all reasonable steps to mitigate such additional expenditure.
- 46.3 Where this Agreement and/or any Call Down Contract is terminated for any reason, save as expressly provided in this Agreement and/or any Call Down Contract:
- 46.3.1 termination or expiry of this Agreement and/or any Call Down Contract shall be without prejudice to any rights, remedies or obligations accrued under this Agreement and/or any Call Down Contract prior to termination or expiration and nothing in this Agreement and/or any Call Down Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and

- 46.3.2 termination of this Agreement and/or any Call Down Contract shall not affect the continuing rights, remedies or obligations of DFID or the Supplier under Clauses 14, 15, 16, 17, 18, 20, 21, 24, 27, 28, 29, 30, 31, 32, 34, 35, 44, 45, 49 and 54, and the provisions of Schedule 2 (Staff Transfer) of this Section 2 and any relevant clauses listed under Section 4 (Special Conditions), and, without limitation to the foregoing, any other provision of this Agreement and/or any Call Down Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the Expiry Date.

## MISCELLANEOUS AND GOVERNING LAW

### 47. DISPUTE RESOLUTION PROCEDURE

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

### 48. PREVENTION OF FRAUD AND BRIBERY

- 48.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, any person acting on their behalf, have at any time prior to the Commencement Date:
- 48.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- 48.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or Framework Agreement and/or any Call Down Contracts on the grounds of a Prohibited Act.
- 48.2 The Supplier, Supplier Personnel, or any person acting on their behalf shall not during the Term:
- 48.2.1 commit a Prohibited Act; and/or
- 48.2.2 do or suffer anything to be done which would cause DFID or any of DFID's employees, consultants, suppliers, Sub-Agreement and/or any Call Down Contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 48.3 The Supplier shall during the Term:
- 48.3.1 establish, maintain and enforce, and require that its Supplier Personnel establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- 48.3.2 keep appropriate records of its compliance with its obligations under Clause 48.3.1 and make such records available to DFID on request.
- 48.4 The Supplier shall immediately notify DFID in writing if it becomes aware of any breach of Clause 48.1 and/or Clause 48.2, or has reason to believe that it has or any Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf have:
- 48.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- 48.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or Framework Agreement and/or any Call Down Contracts on the grounds of a Prohibited Act; and/or
- 48.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement and/or any Call Down Contract or otherwise suspects that any person or party directly or indirectly connected with this Agreement and/or any Call Down Contract has committed or attempted to commit a Prohibited Act.

- 48.5 The Supplier warrants and represents to DFID that to the best of its knowledge, that neither the Supplier, Supplier Personnel, servants, agents or Sub-Agreement and/or any Call Down Contractors, or any person acting on their behalf:
- 48.5.1 has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any Agreement and/or any Call Down Contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any Agreement and/or any Call Down Contract; or
- 48.5.2 has entered into any Agreement and/or any Call Down Contract in connection with which commission has been paid or agreed to be paid by or to the Supplier or Supplier Personnel or on their behalf or to their knowledge unless, before such Agreement and/or any Call Down Contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to DFID, whose written consent was subsequently given to such payment.
- 48.6 Neither the Supplier or the Supplier Personnel or any person acting on their behalf shall accept for their own benefit or pass on for the benefit of partner government, recipient or end user, any trade commission, discount, voucher scheme, re-sale or similar payment or benefit in connection with this Agreement and/or any Call Down Contract.
- 48.7 Where the Supplier or Supplier Personnel, or any person acting on their behalf, does any of the acts mentioned in Clause 48.5 or commits any offence under the Bribery Act 2010, with or without the knowledge of the Supplier, in relation to this Agreement and/or any Call Down Contract or any other Agreement and/or any Call Down Contract with the Crown, DFID shall be entitled:
- 48.7.1 to terminate the Agreement and/or any Call Down Contract with immediate effect by written notice to the Supplier and recover from the Supplier the amount of any Losses resulting from the termination;
- 48.7.2 to recover from the Supplier the amount or value of any such gift, consideration or commission;
- 48.7.3 to recover from the Supplier any other Losses sustained as a result of any breach of this Clause 48, whether or not the Agreement and/or any Call Down Contract is terminated.
- 48.8 DFID, the Supplier and the Supplier Personnel shall immediately and without undue delay inform each other of any event that interferes or threatens to materially interfere with the successful delivery of the Services, whether financed in full or in part by DFID, including credible suspicion of/or actual fraud, bribery, corruption or any other financial irregularity or impropriety.
- DFID has an expert fraud investigation unit, that should be contacted in the first instance at [fraud@dfid.gov.uk](mailto:fraud@dfid.gov.uk) or +44 (0)1355 843747. All suspicions will be treated with the utmost confidentiality.

#### **49. ANTI-TERRORISM REGULATIONS**

- 49.1 In accordance to the Terrorism Act 2000 and all subsequent regulations pursuant to this Act, the Supplier will assure itself to the best of its knowledge that UK funding, including financial assets or economic resources is not made available, either directly or indirectly to, or for the benefit of persons, groups or entities listed in accordance with European Council Regulation EC/2580/2001 (as amended) and/or the Terrorism (United Nations Measures) Orders 2009 of the United Kingdom, or contravene the provisions of those and any subsequent applicable terrorism legislation.
- 49.2 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf, have at any time prior to the Commencement Date and/or during the term of this Agreement and/or any Call Down Contract appeared on the Home Office Proscribed Terrorist Organisations List.
- 49.3 The Supplier shall immediately notify DFID in writing if it becomes aware of any breach of Clause 49.1 and/or Clause 49.2, or has reason to believe that it has or any Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf have:
- 49.3.1 been subject to an investigation or prosecution which relates to an alleged infringement of Clause 49.1 and/or Clause 49.2;
- 49.3.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or Framework Agreement and/or any Call Down Contracts.
- 49.4 Where the Supplier or any of his employees, servants, agents or Sub-Contractors, or any person acting on their behalf, breaches any of the acts mentioned in Clause 47.1 and/or Clause 47.2 commits any offence under the Terrorism Act 2000, with or without the knowledge of the Supplier, in relation to this Agreement and/or any Call Down Contract or any other Agreement and/or any Call Down Contract with the Crown, DFID shall be entitled:
- 49.4.1 to terminate the Agreement and/or any Call Down Contract with immediate effect by written notice to the Supplier and recover from the Supplier the amount of any loss resulting from the termination;

49.4.2 to recover from the Supplier any other loss sustained as a result of any breach of this Clause 49, whether or not the Agreement and/or any Call Down Contract has been terminated.

## 50. SAFEGUARDING

50.1 For the purposes of this Clause 50, “Reasonable Measures” shall mean:

all reasonable endeavours expected to be taken by a professional and prudent supplier in the Supplier’s industry to eliminate or minimise risk of actual, attempted or threatened exploitation, abuse and harassment (including Sexual Abuse, Sexual Exploitation and Sexual Harassment) and whether or not such conduct would amount to a criminal offence in the United Kingdom or an offence under the laws of the territory in which it takes place (together “**Serious Misconduct**”) as is reasonable and proportionate under the circumstances. Such endeavours may include (but shall not be limited to):

- (a) clear and detailed policies and guidance for Supplier Personnel, Supplier Providers and where appropriate, beneficiaries;
- (b) developing, implementing and maintaining a safeguarding plan throughout the term (including monitoring);
- (c) provision of regular training to Supplier Personnel, Supplier Providers and where appropriate, beneficiaries
- (d) clear reporting lines and whistleblowing policies in place for Supplier Personnel, Supplier Providers and beneficiaries,
- (e) maintaining detailed records of any allegations of Serious Misconduct and regular reporting to DFID and the Appropriate Authorities (where relevant) of any such incidents;
- (f) any other Good Industry Practice measures (including any innovative solutions),

50.2 The Supplier shall take all Reasonable Measures to prevent Serious Misconduct by the Supplier Personnel or any other persons engaged and controlled by it to perform any activities under this Agreement (“**Supplier Providers**”) and shall have in place at all times robust procedures which enable the reporting by Supplier Personnel, Supplier Providers and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by the Supplier or Supplier Personnel to investigate such reports.

50.3 The Supplier shall take all Reasonable Measures to ensure that the Supplier Personnel and Supplier Providers do not engage in sexual activity with any person under the age of 18, regardless of the local age of majority or age of consent or any mistaken belief held by the Supplier Personnel or Supplier Provider as to the age of the person. Furthermore, the Supplier shall ensure that the Supplier Personnel and Supplier Providers do not engage in ‘transactional sex’ which shall include but not be limited to the exchange of money, employment, goods, or services for sex and such reference to sex shall include sexual favours or any form of humiliating, degrading or exploitative behavior on the part of the Supplier Personnel and the Supplier Providers. For the avoidance of doubt, such ‘transactional sex’ shall be deemed to be Serious Misconduct in accordance with Clause 50.1.

50.4 The Supplier shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by the Supplier Personnel and Supplier Providers to DFID, including DFID’s Counter Fraud Section at [reportingconcerns@dfid.gov.uk](mailto:reportingconcerns@dfid.gov.uk) or +44 (0)1355 843747, and where necessary, the Appropriate Authorities.

50.5 The Supplier shall fully investigate and document all cases or potential cases of Serious Misconduct and shall take appropriate corrective action to reduce the risk and/or eliminate Serious Misconduct being committed by the Supplier Personnel and Supplier Providers (which may include disciplinary action, termination of contracts etc.), such investigations and actions to be reported to DFID as soon as is reasonably practicable

50.6 The Supplier shall not engage as Supplier Personnel or Supplier Provider for the purposes of the Services any person whose previous record or conduct known to the Supplier (or reasonably ought to be known by a diligent supplier which undertakes the appropriate checks) indicates that they are unsuitable to perform the Services and/or where they represent an increased and unacceptable risk of committing Serious Misconduct.

50.7 The Supplier shall comply with all applicable laws, legislation, codes of practice and government guidance in the UK and additionally, in the territories where the Services are being performed, relevant to safeguarding and protection of children and vulnerable adults, which the Supplier acknowledges may include vetting of the Supplier Personnel by the UK Disclosure and Barring Service in respect of any regulated activity performed by the Supplier Personnel (as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended)) and/or vetting by a local equivalent service. Where DFID reasonably believes that there is an increased risk to safeguarding in the performance of the Services, the Supplier shall comply with any reasonable request by DFID for additional vetting to be undertaken.

50.8 Failure by the Supplier to:

- 50.8.1 put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or

50.8.2 fully investigate allegations of Serious Misconduct; or

50.8.3 report any complaints to DFID and where appropriate, the relevant authorities (including law enforcement)

shall be a material Default of this Contract and shall entitle DFID to terminate this Contract with immediate effect.

## **51. DISCRIMINATION**

51.1 The Supplier shall not unlawfully discriminate either directly or indirectly against protected characteristics such as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the provisions of all relevant legislation including the Equality Act 2010, the International Development (Gender Equality) Act 2014 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof. The Supplier shall ensure that in its delivery of the Services, it has due regard for the advancement of equal opportunity and promotes good relations between people who share a protected characteristic and those who do not, as required by the equality legislation.

51.2 The Supplier shall adhere to the current relevant codes of practice or recommendations published by the Equality and Human Rights Commission. The Supplier shall take all reasonable steps to secure the observance of these provisions and codes of conduct by all suppliers, employees or agents of the Supplier and all suppliers and Sub-Contractors employed in the execution of this Agreement and/or any Call Down Contract.

51.3 The Supplier will comply with any request by DFID to assist DFID in meeting its obligations under the Equality Act 2010 and to allow DFID to assess the Supplier's compliance with its obligations under the Equality Act 2010.

51.4 Where any investigation is concluded or proceedings are brought under the Equality Act 2010 which arise directly or indirectly out of any act or omission of the Supplier, its agents or Sub-Contractors, or Supplier Personnel, and where there is a finding against the Supplier in such investigation or proceedings, the Supplier will indemnify DFID with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment DFID may have been ordered or required to pay to a third party.

## **52. LAW AND JURISDICTION**

52.1 This Agreement and/or any Call Down Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

## **53. ENVIRONMENTAL REQUIREMENTS**

53.1 The Supplier shall provide the Services and any goods & equipment required under the Agreement and/or any Call Down Contract in accordance with applicable national and international laws, including those of the country or countries in which the Services or goods & equipment are to be provided, and DFID's environmental operations policy, which is to conserve energy, water and other resources, reduce waste, phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

53.2 The Supplier shall work with DFID and the populations that are potentially affected by its operations under the Agreement and/or any Call Down Contract regarding any environmental issues that could affect the sustainable development provisions of the International Development Act (2002), comply with special conditions as stipulated in the Terms of Reference and carry out any reasonable additional request to ensure the protection of the environment, society and the economy throughout the Agreement and/or any Call Down Contract period.

53.3 The Supplier shall ensure it has the requisite expertise and controls to identify and mitigate all factors that may affect compliance with the conditions outlined in Clauses 53.1 and 53.2 as a result of its own operations or those of Sub-Contractors working on its behalf.

53.4 The Supplier shall promptly notify DFID of any changes in potential material adverse effects from its operations under the Agreement and/or any Call Down Contract and of the occurrence of any incident or accident related to the Project that has or is likely to have a significant adverse effect on the environment.

53.5 Nothing in Clauses 53.1 to 53.3 shall relieve the obligations of the Supplier to comply with its statutory duties and Good Industry Practice.

## **54. CONFLICT OF INTEREST**

- 54.1 Neither the Supplier nor any of the Supplier Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Agreement and/or any Call Down Contract.
- 54.2 The Supplier and the Supplier Personnel shall notify DFID immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.
- 54.3 The Supplier shall establish and maintain appropriate business standards, procedures and controls to ensure that no conflict of interest arises between Services undertaken for DFID and that undertaken for other clients. The Supplier shall avoid knowingly committing any acts which are likely to result in any allegation of impropriety against DFID, including conflicts of interest which are likely to prejudice their independence and objectivity in performing the Agreement and/or any Call Down Contract, howsoever arising.
- 54.4 The Supplier shall notify DFID immediately of any circumstances of which it becomes aware which give rise or potentially give rise to a conflict with the Services and shall advise DFID of how they intend to avoid such a conflict arising or remedy such situation. The Supplier shall subject to any obligations of confidentiality it may have to third parties provide all information and assistance reasonably necessary (at the Supplier's cost) that DFID may request of the Supplier in order to avoid or resolve a conflict of interest and shall ensure that at all times they work together with DFID with the aim of avoiding a conflict or remedy a conflict.
- 54.5 Pursuant to Clause 54.4, DFID shall have the right to require that the Supplier puts in place Ethical Walls and will ensure and satisfy DFID that all information relating to the Agreement and/or any Call Down Contract and to the Services (including all working papers, draft reports in both tangible and intangible form) are not shared or made available to person(s) other than Supplier Personnel and that such matters are not discussed by any person(s) other than Supplier Personnel.
- 54.6 In the event of a failure to maintain the Ethical Walls as described above arising during the course of this Agreement and/or any Call Down Contract, DFID reserves the right to immediately terminate the Agreement and/or any Call Down Contract on giving written notice to the Supplier.
- 55. WAIVER**
- 55.1 A waiver of any of the terms and/or conditions of this Agreement and/or any Call Down Contract shall be valid only where it is agreed expressly in writing and signed by the parties. No failure or delay by a Party to exercise any right or remedy provided under this Agreement and/or any Call Down Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 56. ENTIRE AGREEMENT**
- 56.1 The Agreement and/or any Call Down Contract constitutes the entire agreement between the Parties relating to the subject matter of the Agreement and/or any Call Down Contract. The Agreement and/or any Call Down Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Clause 56.1 shall not exclude liability in respect of any fraudulent misrepresentation.
- 56.2 The Supplier is not the agent of DFID and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of DFID in any respect.
- 56.3 Nothing in this Agreement and/or any Call Down Contract is intended to make nor shall it make DFID the employer of the Supplier or any of the Supplier Personnel.
- 56.4 All communications by the Supplier relating to the Agreement must be addressed to the DFID Contract Officer whose name and address is given in Section 4 (Special Conditions). All communications by the Supplier relating to any specific Call Down Contract must be addressed to the DFID Contract Officer whose name and address is given in the relevant Section 4 (Appendix A).
- 57. THIRD PARTY RIGHTS**
- 57.1 The provisions of paragraphs 2.1 and 2.6 of Part A, paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, paragraphs 2.1 and 2.3 of Part C and paragraphs 1.4, 2.3 and 2.8 of Part D of Schedule 2 (Staff Transfer) (together the **"Third Party Provisions"**) confer benefits on persons named in such provisions other than the Parties (each such person a **"Third Party Beneficiary"**) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 CTRPA.
- 57.2 Subject to Clause 57.1, a person who is not a Party to this Agreement and/or any Call Down Contract has no right under the CTRPA to enforce any term of this Agreement and/or any Call Down Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 57.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of DFID, which may, if given, be given on and subject to such terms as DFID may determine.



57.4 Any amendments or modifications to this Agreement and/or any Call Down Contract may be made, and any rights created under Clause 57.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

## 58. NOTICES

58.1 Except as otherwise expressly provided within this Agreement and/or any Call Down Contract, any notices sent under this Agreement and/or any Call Down Contract must be in writing. For the purpose of Clause 58, an e-mail is accepted as being "in writing".

58.2 Subject to Clause 58.3, the following table sets out the method by which notices may be served under this Agreement and/or any Call Down Contract and the respective deemed time and proof of service:

Manner of delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clauses 58.3 and 58.4)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1 <sup>st</sup> Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

58.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 58.2:

58.3.1 any Termination Notice (Clause 43 (Termination Without Default of the Supplier) and Clause 44 (Termination With Default of the Supplier)); and

58.3.2 any notice in respect of:

- (a) partial termination, suspension or partial suspension (Clause 45 (Partial Termination, Suspension and Partial Suspension)),
- (b) waiver (Clause 55 (Waiver)); or
- (c) Default.

58.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 58.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 58.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

58.5 Clause 58 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

58.6 For the purposes of Clause 58, the address and email address of each Party shall be as specified in Section 4 (Special Conditions).

## SCHEDULE 1: DEFINITIONS

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

**“Actual Profit Margin”** means the actual profit achieved during the relevant period set out in Clause 20.1;

**“Affected Party”** the Party seeking to claim relief in respect of a Force Majeure Event;

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

**“Approval”** means the prior written consent of DFID and **“Approve”** and **“Approved”** shall be construed accordingly;

**“Auditor”** means:

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

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

**“Call Down Contract”** means the document, signed by both parties to the Framework Agreement, which details the requirement to be delivered by the Supplier under the Framework Agreement terms and conditions, prices etc and which forms a Contract between the Parties.

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

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

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

**“Charges”** means the charges raised under or in connection with this Agreement and/or any Call Down Contract from time to time, which shall be calculated in a manner that is consistent with Schedule 5 (Schedule of Prices) and the eligible cost guidance.

**“Commencement Date”** means the date identified in Section 1 Form of Agreement.

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

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

**“Agreement and/or any Call Down Contract”** means this agreement between DFID and the Supplier consisting of this Section 2 (Standard Terms and Generals) and any attached Schedules and Appendices

**“Contract Amendment Letter”** means the form set out in Appendix A.

**“Contract Officer”** means the person named in Section 4 who is responsible for the Agreement and/or any Call Down Contractual aspects of the Agreement and/or any Call Down Contract.

**“Contracts Finder”** means the Government’s publishing portal for public sector procurement opportunities.

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

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

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

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

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

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

**“DPA 2018”**: Data Protection Act 2018

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

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

**“DFID Background IPR”** means:

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

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

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

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

**“Dispute Resolution Procedure”** means the dispute resolution procedure set out in Clause 47;

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

**“Employee Liabilities”** means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including Agreement and/or any Call Down Contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;

- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by DFID or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date;
- f) claims whether in tort, contract or statute or otherwise;
- g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

**“Employment Regulations”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;

**“Employment Business”** means an employment agency is an organization which matches employers to employees. In all developed countries there is a publicly funded employment agency and multiple private businesses which also act as employment agencies.

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

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

**“Euro Compliant”** means that:

- (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect DFID’s business;
- (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and
- (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):
  - (a) be able to perform all such functions in any number of currencies and/or in euros;
  - (b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;
  - (c) recognise, accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;
  - (d) incorporate protocols for dealing with rounding and currency conversion;
  - (e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and
  - (f) permit the input of data in euro and display an outcome in euro where such data, supporting DFID’s normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK.

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

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

**“Exit Plan”** the plan produced and updated by the Supplier during the Term in accordance with Terms of Reference and Clause 16;

**“Expiry Date”** means:

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

**“Extension Period”** means such period or periods up to a maximum of the number of years in total as may be specified by DFID, pursuant to Clause 4.2 and in Section 4 (Special Conditions);

**"Financial Limit"** means the amount specified in Section 1 (Form of Agreement and/or any Call Down Contract) and is the maximum amount of Charges paid by DFID and which DFID has agreed are duly payable under this Agreement and/or any Call Down Contract for the receipt of the Services.

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

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

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

**"Former Supplier"** means a supplier supplying services to DFID before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Sub-Contractor of such supplier (or any Sub-Contractor of any such Sub-Contractor);

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

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

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

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

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

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

**"ICT Environment"** means the DFID System and the Supplier System;

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

**"Initial Period"** means the initial term of this Agreement from the Commencement Date to the end date of the initial term stated in Section 1 (Form of Agreement);

**"Intellectual Property Rights" or "IPRs"** means

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

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

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

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

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

**“Key Personnel”** means the individuals (if any) identified as such in Section 4 (Appendix A);

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

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

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

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

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

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

**“Man Day”** means 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;

**“Man Hours”** means the hours spent by the Supplier Personnel properly working on the provision of the Services including time spent travelling (other than to and from the Supplier's offices) but excluding lunch breaks;

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

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

**“Occasion of Tax Non-Compliance”** means:

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

**“Open Book Data”** means complete and accurate financial and non-financial information which is sufficient to enable DFID to verify the Charges already paid or payable and Charges forecast to be paid during the Term, including details and all assumptions relating to costs.

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

**“Parties”** and **“Party”** have the meanings respectively given in Section 1 of this Agreement and/or any Call Down Contract;

**“Performance Indicators”** means the Key Performance Indicators and the subsidiary Performance Indicators;

**“Personal Data”** means personal data (as defined in the General Data Protection Regulation) which is Processed by the Supplier or any Sub-Contractor on behalf of DFID or a Central Government Body pursuant to or in connection with this Agreement and/or any Call Down Contract;

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

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

**“Programme Name”** means the name given to the programme to which this Agreement and/or any Call Down Contract relates as identified in Section 1 (Form of Agreement and/or any Call Down Contract);

**“Prohibited Act”** has the meaning;

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

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

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

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

(c) an offence:

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

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

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

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

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

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

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

**“Project Specific IPRs”** means:

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

but shall not include the Supplier Background IPR;

**“Projected Profit Margin”** means the profit the Supplier expects to achieve over the Term as set out in Schedule 5 (Schedule of Costs);

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

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

(a) any assets used by the Supplier in connection with the provision of the Services, including details of:

(i) make, model and asset number;

(ii) ownership and status as whether the assets are used exclusively for the provision of the Services;

(iii) condition and physical location; and

(iv) use (including technical specifications); and

(b) Sub-Framework Agreement and/or any Call Down Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;

**“Regulations”** means the Public Framework Agreement and/or any Call Down Contracts Regulations 2015 as amended or replaced from time to time;

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

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

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

**“Relevant Transfer”** means a transfer of employment to which the Employment Regulations applies;

**“Relevant Transfer Date”** means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

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

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

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

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

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

**“Security Policy”** means DFID’s security policy, which can be accessed on DFID’s website at <http://www.dfid.gov.uk/work-with-us/procurement/dfid-information-security-policy-for-Contractorsconsultants/> or as notified to the Supplier from time to time;

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

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

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

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

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

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

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

(a) from, to or at which:

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

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

(b) where:

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

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

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

**“Specially Written Software”** means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the



purposes of this Agreement and/or any Call Down Contract, including any modifications, configuration, customisation, or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Agreement and/or any Call Down Contract;

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

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self employed Contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant Contracting party;
- (d) their relevant Agreement and/or any Call Down Contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential Contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant Framework Agreement and/or any Call Down Contracts of employment (or relevant standard Framework Agreement and/or any Call Down Contracts if applied generally in respect of such employees); and
- (j) any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations;

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

**“Sub-Contract”** means any Contract or agreement (or proposed Agreement and/or any Call Down Contract or agreement) to which a third party:

- a) provides the Services (or any part of them);
- b) provides facilities or goods and services necessary for the provision of the Services (or any part of them); and/or
- c) is responsible for the management, direction or control of the provision of the Services (or any part of them);

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

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

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

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

**“Supplier Background IPRs”** means;

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

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

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

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

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

**“Tender”** means the tender submitted by the Supplier to DFID a copy of which is annexed or referred to in Schedule 4 (Tender);

**“Term”** means the term of this Agreement and/or any Call Down Contract from the Commencement Date until the Expiry Date;

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

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

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

**“Transferring DFID Employees”** those employees of DFID to whom the Employment Regulations will apply on the Relevant Transfer Date;

**“Transferring Former Supplier Employees”** in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;

**“Transferring Supplier Employees”** means those employees of the Supplier and/or the Supplier’s Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date;

**“Valid Invoice”** means an invoice issued by the Supplier to DFID and containing the information set out in Clause 22.5;

**“Variation”** means a properly executed variation to the Agreement and/or any Call Down Contract in compliance with Clause 38;

**“Variation Procedure”** means the procedure set out in Clause 38;

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

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

## SCHEDULE 2: STAFF TRANSFER

### 1. DEFINITIONS

In this Schedule 2, the following definitions shall apply:

<b>“Admission Agreement”</b>	An admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into by the Supplier where it agrees to participate in the Schemes in respect of the Services;
<b>“Eligible Employee”</b>	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
<b>“Fair Deal Employees”</b>	those Transferring DFID Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal (and, in the event that Part B of this Schedule 2 applies, any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal);
<b>“Former Supplier”</b>	a supplier supplying services to DFID before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Sub-Contractor of such supplier (or any Sub-Contractor of any such Sub-Contractor);
<b>“New Fair Deal”</b>	the revised Fair Deal position set out in the HM Treasury guidance: <i>“Fair Deal for staff pensions: staff transfer from central government”</i> issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date;
<b>“Notified Sub-Contractor”</b>	a Sub-Contractor identified in the Annex to this Schedule 2 to whom Transferring DFID Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
<b>“Replacement Sub- Contractor”</b>	a Sub-Contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Sub-Contractor of any such Sub-Contractor);
<b>“Relevant Transfer”</b>	a transfer of employment to which the Employment Regulations applies;
<b>“Relevant Transfer Date”</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
<b>“Schemes”</b>	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 2 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the Designated Stakeholder Pension Scheme and “alpha” introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;
<b>“Service Transfer”</b>	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
<b>“Service Transfer Date”</b>	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;

<b>“Supplier's Final Supplier Personnel List”</b>	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
<b>“Supplier's Provisional Supplier Personnel List”</b>	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>“Transferring DFID Employees”</b>	those employees of DFID to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>“Transferring Former Supplier Employees”</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
<b>“Transferring Supplier Employees”</b>	those employees of the Supplier and/or the Supplier’s Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

## 2. INTERPRETATION

Where a provision in this Schedule 2 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to DFID, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

## **PART A**

### **TRANSFERRING DFID EMPLOYEES AT COMMENCEMENT OF SERVICES**

#### **1. RELEVANT TRANSFERS**

**1.1 DFID and the Supplier agree that:**

**1.1.1** the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring DFID Employees; and

**1.1.2** as a result of the operation of the Employment Regulations, the Framework Agreement and/or any Call Down Contracts of employment between DFID and the Transferring DFID Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Notified Sub-Contractor and each such Transferring DFID Employee.

**1.2** DFID shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring DFID Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) DFID; and (ii) the Supplier and/or any Notified Sub-Agreement and/or any Call Down Contractor (as appropriate).

#### **2. DFID INDEMNITIES**

**2.1** Subject to Paragraph 2.2, DFID shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:

**2.1.1** any act or omission by DFID in respect of any Transferring DFID Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring DFID Employee occurring before the Relevant Transfer Date;

**2.1.2** the breach or non-observance by DFID before the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring DFID Employees; and/or

(b) any custom or practice in respect of any Transferring DFID Employees which DFID is Agreement and/or any Call Down Contractually bound to honour;

**2.1.3** any claim by any trade union or other body or person representing the Transferring DFID Employees arising from or connected with any failure by DFID to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

**2.1.4** any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring DFID Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

(b) in relation to any employee who is not a Transferring DFID Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from DFID to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.

**2.1.5** a failure of DFID to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring DFID Employees arising before the Relevant Transfer Date;

- 2.1.6 any claim made by or in respect of any person employed or formerly employed by DFID other than a Transferring DFID Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.1.7 any claim made by or in respect of a Transferring DFID Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring DFID Employee relating to any act or omission of DFID in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor (whether or not a Notified Sub-Contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring DFID Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
  - 2.2.2 arising from the failure by the Supplier or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by DFID as a Transferring DFID Employee claims, or it is determined in relation to any person who is not identified by DFID as a Transferring DFID Employee, that his/her Contract of employment has been transferred from DFID to the Supplier pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to DFID; and
  - 2.3.2 DFID may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-Contractor, or take such other reasonable steps as DFID considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by DFID, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
  - 2.5.2 such offer has been made but not accepted; or
  - 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, DFID shall indemnify the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
- 2.7.1 shall not apply to:
    - (a) any claim for:
      - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

- (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to DFID within 6 months of the Commencement Date.

2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by DFID nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

### **3. SUPPLIER INDEMNITIES AND OBLIGATIONS**

3.1 Subject to Paragraph 3.2 the Supplier shall indemnify DFID against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Sub-Contractor in respect of any Transferring DFID Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring DFID Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring DFID Employees; and/or
- (b) any custom or practice in respect of any Transferring DFID Employees which the Supplier or any Sub-Contractor is Contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring DFID Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.4 any proposal by the Supplier or a Sub-Contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring DFID Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring DFID Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

3.1.5 any statement communicated to or action undertaken by the Supplier or any Sub-Contractor to, or in respect of, any Transferring DFID Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with DFID in writing;

3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring DFID Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
- (b) in relation to any employee who is not a Transferring DFID Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from DFID to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring DFID Employees in respect of the period from (and including) the Relevant Transfer Date;

- 3.1.8 any claim made by or in respect of a Transferring DFID Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring DFID Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from DFID's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- 3.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of DFID whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from DFID's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring DFID Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between DFID and the Supplier.

#### **4. INFORMATION**

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to DFID in writing such information as is necessary to enable DFID to carry out its duties under regulation 13 of the Employment Regulations. DFID shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

#### **5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE**

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 5.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by DFID relating to pensions in respect of any Transferring DFID Employee as set down in:
- 5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
- 5.2.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
- 5.2.3 HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
- 5.2.4 the New Fair Deal.
- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

#### **6. PENSIONS**

The Supplier shall, and/or shall procure that each of its Sub-Contractors shall, comply with the pensions provisions in the following Annex.



## ANNEX TO PART A: PENSIONS

### 1. PARTICIPATION

- 1.1 The Supplier undertakes to enter into the Admission Agreement.
- 1.2 The Supplier and DFID:
  - 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
  - 1.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying DFID if the Supplier breaches any obligations it has under the Admission Agreement;
  - 1.2.3 agree, notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify DFID in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and
  - 1.2.4 agree that DFID may terminate this Agreement and/or any Call Down Contract in the event that the Supplier breaches the Admission Agreement:
    - (a) and that breach is not capable of being remedied; or
    - (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from DFID giving particulars of the breach and requiring the Supplier to remedy it.
- 1.3 The Supplier shall bear its own costs and all costs that DFID reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator on-boarding costs.

### 2. FUTURE SERVICE BENEFITS

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to DFID, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by DFID in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.
- 2.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

### 3. FUNDING

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2 The Supplier shall indemnify and keep indemnified DFID on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

### 4. PROVISION OF INFORMATION

The Supplier and DFID respectively undertake to each other:

- 4.1 to provide all information which the other Party may reasonably request concerning matters referred to in this Annex and set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

## **5. INDEMNITY**

The Supplier undertakes to DFID to indemnify and keep indemnified DFID on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

## **6. EMPLOYER OBLIGATION**

The Supplier shall comply with the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

## **7. SUBSEQUENT TRANSFERS**

The Supplier shall:

- 7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- 7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or DFID may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and
- 7.3 for the applicable period either:
  - 7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Agreement and/or any Call Down Contract, to terminate the Agreement or any part of the Services; or
  - 7.3.2 after the date which is two (2) years prior to the date of expiry of this Agreement and/or any Call Down Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or DFID, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of DFID (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

## **8. BULK TRANSFER**

- 8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:
  - 8.1.1 fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;
  - 8.1.2 instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or DFID may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
  - 8.1.3 allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and

- 8.1.4 indemnify DFID on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.

## **PART B**

### **TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES**

#### **9. RELEVANT TRANSFERS**

- 9.1 DFID and the Supplier agree that:
- 9.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
  - 9.1.2 as a result of the operation of the Employment Regulations, the Framework Agreement and/or any Call Down Contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub- Contractor and each such Transferring Former Supplier Employee.
- 9.2 Subject to Paragraph 6, DFID shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and DFID shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

#### **10. FORMER SUPPLIER INDEMNITIES**

- 10.1 Subject to Paragraphs 2.2 and 6, DFID shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:
- 10.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
  - 10.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
    - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is Contractually bound to honour;
  - 10.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
    - (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
  - 10.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
  - 10.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-

Contractor as appropriate may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

- 10.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub- Contractor to comply with regulation 13(4) of the Employment Regulations.
- 10.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
  - 10.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub- Contractor to occur in the period from (and including) the Relevant Transfer Date; or
  - 10.2.2 arising from the failure by the Supplier and/or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 10.3 If any person who is not identified by DFID as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by DFID as a Transferring Former Supplier Employee, that his/her Contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub- Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
  - 10.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to DFID and, where required by DFID, to the Former Supplier; and
  - 10.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 10.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or DFID, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 10.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:
  - 10.5.1 no such offer of employment has been made;
  - 10.5.2 such offer has been made but not accepted; or
  - 10.5.3 the situation has not otherwise been resolved,the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 10.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, DFID shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 10.7 The indemnity in Paragraph 2.6:
  - 10.7.1 shall not apply to:
    - (a) any claim for:
      - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

- (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and

10.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to DFID and, if applicable, the Former Supplier, within 6 months of the Commencement Date.

10.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under the Law.

## 11. SUPPLIER INDEMNITIES AND OBLIGATIONS

11.1 Subject to Paragraph 3.2, the Supplier shall indemnify DFID and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

11.1.1 any act or omission by the Supplier or any Sub-Contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;

11.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-Contractor is Contractually bound to honour;

11.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

11.1.4 any proposal by the Supplier or a Sub-Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

11.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-Contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with DFID and/or the Former Supplier in writing;

11.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
- (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

- 11.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
  - 11.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
  - 11.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.
- 11.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 11.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

## **12. INFORMATION**

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to DFID and/or at DFID's direction, the Former Supplier, in writing such information as is necessary to enable DFID and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. Subject to Paragraph 6, DFID shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

## **13. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE**

- 13.1 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by DFID relating to pensions in respect of any Transferring Former Supplier Employee as set down in:
- 13.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
  - 13.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
  - 13.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
  - 13.1.4 the New Fair Deal.
- 13.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

## **14. PROCUREMENT OBLIGATIONS**

Notwithstanding any other provisions of this Part B, where in this Part B DFID accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that DFID's Contract with the Former Supplier contains a Contractual right in that regard which DFID may enforce, or otherwise so that it requires only that DFID must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## **15. PENSIONS**

The Supplier shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in the following Annex.

## ANNEX TO PART B: PENSIONS

### 1. PARTICIPATION

- 1.1 The Supplier undertakes to enter into the Admission Agreement.
- 1.2 The Supplier and DFID:
  - 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
  - 1.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying DFID if the Supplier breaches any obligations it has under the Admission Agreement;
  - 1.2.3 agree, notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify DFID in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and
  - 1.2.4 agree that DFID may terminate this Agreement and/or any Call Down Contract for material default in the event that the Supplier breaches the Admission Agreement:
    - (a) and that breach is not capable of being remedied; or
    - (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from DFID giving particulars of the breach and requiring the Supplier to remedy it.
- 1.3 The Supplier shall bear its own costs and all costs that DFID reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator on-boarding costs.

### 2. FUTURE SERVICE BENEFITS

- 2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to DFID, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by DFID in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.
- 2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

### 3. FUNDING

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2 The Supplier shall indemnify and keep indemnified DFID on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.



#### **4. PROVISION OF INFORMATION**

The Supplier and DFID respectively undertake to each other:

- 4.1 to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

#### **5. INDEMNITY**

The Supplier undertakes to DFID to indemnify and keep indemnified DFID on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

#### **6. EMPLOYER OBLIGATION**

The Supplier shall comply with the requirements of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

#### **7. SUBSEQUENT TRANSFERS**

The Supplier shall:

- 7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- 7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or DFID may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and
- 7.3 for the applicable period either
  - 7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Agreement and/or any Call Down Contract, to terminate the Agreement or any part of the Services; or
  - 7.3.2 after the date which is two (2) years prior to the date of expiry of this Agreement and/or any Call Down Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or DFID, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of DFID (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

#### **8. BULK TRANSFER**

- 8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:
  - 8.1.1 fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;
  - 8.1.2 instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or DFID may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
  - 8.1.3 allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and
  - 8.1.4 indemnify DFID on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.

## **PART C**

### **NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES**

#### **1. PROCEDURE IN THE EVENT OF TRANSFER**

- 1.1 DFID and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of DFID and/or any Former Supplier.
- 1.2 If any employee of DFID and/or a Former Supplier claims, or it is determined in relation to any employee of DFID and/or a Former Supplier, that his/her Contract of employment has been transferred from DFID and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
  - 1.2.1 the Supplier shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to DFID and, where required by DFID, give notice to the Former Supplier; and
  - 1.2.2 DFID and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-Contractor (as appropriate) or take such other reasonable steps as DFID or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by DFID and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:
  - 1.4.1 no such offer of employment has been made;
  - 1.4.2 such offer has been made but not accepted; or
  - 1.4.3 the situation has not otherwise been resolved,the Supplier and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

#### **2. INDEMNITIES**

- 2.1 Subject to the Supplier and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, DFID shall:
  - 2.1.1 indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of DFID referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
  - 2.1.2 subject to paragraph 3, procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.2 If any such person as is described in Paragraph 1.2 is neither re-employed by DFID and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-Contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.
- 2.3 Where any person remains employed by the Supplier and/or any Sub-Contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall

indemnify DFID and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify DFID and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor.

2.4 The indemnities in Paragraph 2.1:

2.4.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and

2.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-Contractor to DFID and, if applicable, Former Supplier within 6 months of the Commencement Date.

### 3. PROCUREMENT OBLIGATIONS

Where in this Part C DFID accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that DFID's Agreement and/or any Call Down Contract with the Former Supplier contains an Agreement and/or any Call Down Contractual right in that regard which DFID may enforce, or otherwise so that it requires only that DFID must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## PART D

### EMPLOYMENT EXIT PROVISIONS

#### 1. PRE-SERVICE TRANSFER OBLIGATIONS

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
- 1.1.1 receipt of a notification from DFID of a Service Transfer or intended Service Transfer;
  - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Agreement and/or any Call Down Contract;
  - 1.1.3 the date which is twelve (12) months before the end of the Term; and
  - 1.1.4 receipt of a written request of DFID at any time (provided that DFID shall only be entitled to make one such request in any six (6) month period),
- it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by DFID.
- 1.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Supplier shall provide to DFID or at the direction of DFID to any Replacement Supplier and/or any Replacement Sub-Contractor:
- 1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
  - 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 DFID shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-Contractor.
- 1.4 The Supplier warrants, for the benefit of DFID, any Replacement Supplier, and any Replacement Sub-Contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of DFID (not to be unreasonably withheld or delayed):
- 1.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
  - 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);
  - 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
  - 1.5.4 introduce any new Contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
  - 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
  - 1.5.6 terminate or give notice to terminate the employment or Contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-Contractor shall promptly notify, DFID or, at the direction of DFID, any Replacement Supplier and any Replacement Sub-Contractor of any notice to terminate employment given by the Supplier or relevant Sub-Contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to DFID any information DFID may reasonably require relating to the manner in which Services are organised, which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
  - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
  - 1.6.3 the extent to which each employee qualifies for membership of any of the Schemes or any broadly comparable scheme set up pursuant to the provisions of paragraph 2.2 of the Annex (Pensions) to Part A of this Schedule 2 or paragraph 2.3 of the Annex (Pensions) to Part B of this Schedule 2 (as appropriate); and
  - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to DFID, any Replacement Supplier and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to DFID or, at the direction of DFID, to any Replacement Supplier and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
  - 1.7.2 details of cumulative pay for tax and pension purposes;
  - 1.7.3 details of cumulative tax paid;
  - 1.7.4 tax code;
  - 1.7.5 details of any voluntary deductions from pay; and
  - 1.7.6 bank/building society account details for payroll purposes.

## **2. EMPLOYMENT REGULATIONS EXIT PROVISIONS**

- 2.1 DFID and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement and/or any Call Down Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-Contractor. Such change in the identity of the Supplier of such Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. DFID and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the Contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any Contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.

- 2.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Supplier shall indemnify DFID and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
  - 2.3.2 the breach or non-observance by the Supplier or any Sub-Contractor occurring on or before the Service Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
    - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-Contractor is Contractually bound to honour;
  - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
  - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
    - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to DFID and/or Replacement Supplier and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
  - 2.3.5 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
  - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-Contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged DFID and/or the Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this contract/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by DFID and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or
  - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Personnel List claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel List that his/her Contract of employment has been transferred from the Supplier or any Sub-Contractor to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 DFID shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and

- 2.5.2 the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-Contractor, DFID shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer of employment has been made;
- 2.7.2 such offer has been made but not accepted; or
- 2.7.3 the situation has not otherwise been resolved
- the Replacement Supplier and/or Replacement Sub-Contractor, as appropriate may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or
- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Sub-Contractor to the Supplier within six (6) months of the Service Transfer Date.
- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.
- 2.11 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
- 2.11.1 the Supplier and/or any Sub-Contractor; and

- 2.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.
- 2.12 The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to DFID and any Replacement Supplier and/or Replacement Sub-Contractor, in writing such information as is necessary to enable DFID, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. DFID shall procure that the Replacement Supplier and/or Replacement Sub-Contractor, shall promptly provide to the Supplier and each Sub-Contractor in writing such information as is necessary to enable the Supplier and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, where a Relevant Transfer occurs DFID shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
  - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor on or after the Service Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
    - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Sub-Contractor is Agreement and/or any Call Down Contractually bound to honour;
  - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
  - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
  - 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
  - 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
    - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
  - 2.13.7 a failure of the Replacement Supplier or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and



- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

## **ANNEX TO SCHEDULE 2: LIST OF NOTIFIED SUB-CONTRACTORS**

## **SCHEDULE 3: INSURANCE REQUIREMENTS**

### **1.OBLIGATION TO MAINTAIN INSURANCES**

- 1.1 Without prejudice to its obligations to DFID under this Agreement and/or any Call Down Contract, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 2 take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 (Required Insurances) and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Commencement Date.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent Agreement and/or any Call Down Contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
- 1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which DFID shall be indemnified in respect of claims made against DFID in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

### **2.GENERAL OBLIGATIONS**

- 2.1 Without limiting the other provisions of this Agreement and/or any Call Down Contract, the Supplier shall:
  - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent Agreement and/or any Call Down Contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
  - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### **3.FAILURE TO INSURE**

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, DFID may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and DFID shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

### **4.EVIDENCE OF POLICIES**

- 4.1 The Supplier shall upon the Call Down Contract Commencement Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to DFID, that the Insurances are in force and effect and meet in full the requirements of this Framework Schedule 2. Receipt of such evidence by DFID shall not in itself constitute acceptance by DFID or relieve the Supplier of any of its liabilities and obligations under this Agreement.

### **5.AGGREGATE LIMIT OF INDEMNITY**

- 5.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
  - 5.1.1 if a claim or claims which do not relate to this Agreement and/or any Call Down Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to DFID:

- (a) details of the policy concerned; and
  - (b) its proposed solution for maintaining the minimum limit of indemnity specified; and
- 5.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement and/or any Call Down Contract are paid by insurers, the Supplier shall:
  - (a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement and/or any Call Down Contract; or
  - (b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to DFID full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

## **6.CANCELLATION**

- 6.1 The Supplier shall notify DFID in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

## **7.INSURANCE CLAIMS**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement and/or any Call Down Contract for which it may be entitled to claim under any of the Insurances. In the event that DFID receives a claim relating to or arising out of the Services or this Agreement and/or any Call Down Contract, the Supplier shall co-operate with DFID and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where DFID is the claimant party, the Supplier shall give DFID notice within twenty (20) Working Days after any insurance claim in excess of **£30,000** relating to or arising out of the provision of the Services and/or this Agreement and/or any Call Down Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by DFID) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from DFID any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement and/or any Call Down Contract or otherwise.

## **ANNEX 1: REQUIRED INSURANCES FOR EACH CALL-DOWN CONTRACT**

### **PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE**

#### **1.INSURED**

- 1.1 The Supplier

#### **2.INTEREST**

- 2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person;

2.1.2 loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 2) and arising out of or in connection with the provision of the Services and in connection with this Call Down Contract.

#### **3.LIMIT OF INDEMNITY**

- 3.1 Not less than the Financial Limit of the Call Down Contract in respect of any one occurrence, the number of occurrences being unlimited, but the Financial Limit of the Call Down Contract any one occurrence and in the aggregate per annum in respect of products and pollution liability.

#### **4.TERRITORIAL LIMITS**

- 4.1 N/A

#### **5.PERIOD OF INSURANCE**

- 5.1 From the Commencement Date for the Term and renewable on an annual basis unless agreed otherwise by DFID in writing.

#### **6.COVER FEATURES AND EXTENSIONS**

- 6.1 Indemnity to principals clause.

#### **7.PRINCIPAL EXCLUSIONS**

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any Agreement and/or any Call Down Contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

## **8. MAXIMUM DEDUCTIBLE THRESHOLD**

8.1 Not Used

## **PART B: PROFESSIONAL INDEMNITY INSURANCE FOR EACH CALL-DOWN CONTRACT**

### **1.INSURED**

- 1.1 The Supplier

### **2.INTEREST**

- 2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

### **3.LIMIT OF INDEMNITY**

- 3.1 Not less than the Financial Limit of the Call Down Contract in respect of any one claim and in the aggregate per annum.

### **4.TERRITORIAL LIMITS**

- 4.1 N/A

### **5.PERIOD OF INSURANCE**

- 5.1 From the date of this Agreement and/or any Call Down Contract and renewable on an annual basis unless agreed otherwise by DFID in writing (a) throughout the Term or until earlier termination of this Agreement and/or any Call Down Contract and (b) for a period of 6 years thereafter.

### **6.COVER FEATURES AND EXTENSIONS**

- 6.1 Retroactive cover to apply to any claims made policy wording in respect of this Agreement and/or any Call Down Contract or retroactive date to be no later than the Commencement Date.

### **7.PRINCIPAL EXCLUSIONS**

- 7.1 War and related perils  
7.2 Nuclear and radioactive risks

### **8.MAXIMUM DEDUCTIBLE THRESHOLD**

- 8.1 Not Used.

**PART C: UNITED KINGDOM COMPULSORY INSURANCES FOR EACH CALL-DOWN CONTRACT**

**1.GENERAL**

- 1.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.



## **SCHEDULE 4: TENDER**

### **1.GENERAL**

- 1.1 This Schedule 4 sets out a copy of the Supplier's Tender.
- 1.2 Subject to Clause 1.4, in addition to any other obligations on the Supplier under this Agreement and/or any Call Down Contract, the Supplier shall provide the Services in accordance with the Tender.

APPENDIX A. FRAMEWORK AGREEMENT AND/OR ANY CALL DOWN CONTRACT AMENDMENT LETTER

Department for International Development  
Abercrombie House  
Eaglesham Road  
EAST KILBRIDE  
Glasgow  
G75 8EA

Telephone: East Kilbride 01355 84 4000  
Directline: 01355 84 [

File Ref: [  
Date: [

Agreement and/or any Call Down Contract Amendment No: [

AGREEMENT AND/OR ANY CALL DOWN CONTRACT FOR: [

AGREEMENT AND/OR ANY CALL DOWN CONTRACT NUMBER: [

With reference to the Agreement and/or any Call Down Contract dated [ , both Parties have in principle agreed to the following variation[s] to the Agreement and/or any Call Down Contract [:

[

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

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

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

5. Words and expressions in this letter shall have the meanings given to them in the Agreement and/or any Call Down Contract.

Signed by an authorised signatory for and on behalf of the  
Secretary of State  
for International Development

Name: [

Position:

Signature:

Date: [

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

Name: [

Signature:

Date:



## DFID Supply Partner Code of Conduct

### Principles

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

#### Overarching Principles for Supply Partners

- ✓ **Act responsibly and with integrity**
- ✓ **Be transparent and accountable**
- ✓ **Seek to improve value for money**
- ✓ **Demonstrate commitment to poverty reduction and DFID priorities<sup>1</sup>**
- ✓ **Demonstrate commitment to wider HMG priorities<sup>2</sup>**

### DFID Supply Partner responsibilities

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

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

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

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

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

<sup>2</sup> <https://www.gov.uk/government/organisations/hm-treasury/about#priorities>

## Scope

This Code forms part of DFID's standard contractual terms and conditions and full compliance and annual verification via a signed declaration, to be found at Annex 1b, is mandatory for contracted Supply Partners. Adherence to the Code at the appropriate level is also a requirement for DFID direct and delivery chain Supply Partners in receipt of funding. DFID will monitor Supply Partners in six priority areas as set out below using a set of Key Performance Indicators (KPIs) as referenced in Annex 1a and 1b.

### 1. Value for Money and Governance

Key Performance Indicators KPI 1 a - c

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

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

#### Specific requirements include:

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

### 2. Ethical Behaviour

Key Performance Indicators KPI 2 a- f

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

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

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

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

Supply Partners and their delivery chain partners must declare to DFID where there may be instances or allegations of previous unethical behaviour by an existing or potential staff member or where there is a known or suspected conflict of interest. Where a potential or existing staff member has been employed by DFID or the Crown in the

preceding two years Supply Partners and their delivery chain partner must provide proof of compliance with the HMG approval requirements under the Business Appointment Rules.

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

- ✓ Development and proof of application and embedding of a Staff Recruitment, Management and Retention policy (which must address circumstances where there may be potential or actual conflict of interest and embedding of a Whistleblowing Policy)
- ✓ Ongoing monitoring of potential or existing personal, business or professional conflict of interest and their mitigation and management
- ✓ Ethical training for every staff member and staff updates in ethical working practices suitable to the development sector (e.g. UN Global Compact principles) including awareness of modern day slavery and human rights abuses
- ✓ Procedures setting out how, staff involved in DFID funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the DFID Counter Fraud and Whistleblowing Unit (CFWU) at [reportingconcerns@dfid.gov.uk](mailto:reportingconcerns@dfid.gov.uk) or on +44(0)1355 843551

### **3. Transparency and Delivery Chain Management**

Key Performance Indicators KPI 3 a – f

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

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

#### **Specific requirements for direct Supply Partners include:**

- ✓ Provide assurance to DFID that the policies and practices of their delivery chain Supply Partners and affiliates comply with the Code;
- ✓ Maintaining and sharing with DFID up-to-date and accurate records of all downstream partners in receipt of DFID funds and/or DFID funded inventory or assets. This should map how funds flow from them to end beneficiaries and identify risks and potential risks along the delivery chain;
- ✓ Ensuring delivery chain partner employees are expressly notified of the DFID 'reporting concerns' mail box<sup>3</sup> found on DFID's external website and of the circumstances in which this should be used;
- ✓ Publication of DFID funding data in accordance with the International Aid Transparency Initiative (IATI)<sup>4</sup>
- ✓ Supply Partners shall adhere to HMG prompt payment policy and not use restrictive exclusivity agreements with sub-partners.

<sup>3</sup> <https://www.gov.uk/government/organisations/department-for-international-development/about#reporting-fraud>

<sup>4</sup> <http://www.aidtransparency.net/>

#### 4. Environmental issues

Key Performance Indicators KPI 4 a – b

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

**Commitment to environmental sustainability may be demonstrated by:**

- ✓ Formal environmental safeguard policies in place;
- ✓ Publication of environmental performance reports on a regular basis
- ✓ Membership or signature of relevant environmental Codes, both directly and within the delivery chain such as conventions, standards or certification bodies (e.g. the Extractive Industries Transparency Initiative<sup>5</sup>).

#### 5. Terrorism and Security

Key Performance Indicators KPI 5 a – d

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

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

**Specific requirements:**

- ✓ Development and proof of application and embedding of a comprehensive Terrorism and Security Policy
- ✓ Development and proof of application and embedding of personal data processing processes within a Data Protection Policy
- ✓ DFID Supply Partners must safeguard the integrity and security of their IT and mobile communications systems in line with the HMG Cyber Essentials Scheme<sup>6</sup>. Award of the Cyber Essentials or Cyber Essential Plus badges would provide organisational evidence of meeting the UK Government-endorsed standard;
- ✓ All DFID Supply Partners who manage aid programmes with a digital element must adhere to the global Principles for Digital Development<sup>7</sup>, which sets out best practice in technology-enabled programmes
- ✓ Ensure that DFID funding is not linked to terrorist offences, terrorist activities or financing.

#### 6. Safeguarding, Social Responsibility and Human Rights

Key Performance Indicators: KPI 6 a – d

Safeguarding, social responsibility and respect for human rights are central to DFID's expectations of its Supply Partners. Supply Partners must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within complex delivery chain environments funded by DFID. These practices include sexual exploitation, abuse and harassment; all forms of child abuse and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture or disability. Supply Partners must place an emphasis on the control of

<sup>5</sup> <https://eiti.org/>

<sup>6</sup> <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

<sup>7</sup> <http://digitalprinciples.org/>

these and further unethical and illegal employment practices, such as modern day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid recipients. DFID will expect a particular emphasis on the management of these issues in high risk fragile and conflict affected states (FCAS), with a focus on ensuring remedy and redress if things go wrong.

**Specific requirements:**

- ✓ Development and proof of application and embedding of a Safeguarding Policy;
- ✓ Delivery of Social Responsibility, Human Rights and Safeguarding training throughout the delivery chain;
- ✓ Compliance level 1 Supply Partners must be fully signed up to the UN Global Compact<sup>8</sup>;
- ✓ Practices in line with the International Labour Organisation (ILO) 138<sup>9</sup> and the Ethical Trading Initiative (ETI) Base Code<sup>10</sup> are to be encouraged throughout the delivery chain;
- ✓ Policies to embed good practice in line with the UN Global Compact Guiding Principles 1 & 2 on business and human rights throughout the delivery chain are required, as detailed in Annex 2;
- ✓ Compliance level 1 Supply Partners to submit a Statement of Compliance outlining how the organisation's business activities help to develop local markets and institutions and further how they contribute to social and environmental sustainability, whilst complying with international principles on Safeguarding and Human Rights labour and ethical employment, social inclusion and environmental protection;
- ✓ Overarching consideration given to building local capacity and promoting the involvement of people whose lives are affected by business decisions.

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<sup>8</sup> <https://www.unglobalcompact.org/what-is-gc/mission/principles>

<sup>9</sup> [http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C138](http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138)

<sup>10</sup> <http://www.ethicaltrade.org/eti-base-code>

**Compliance KPIs and contractual checking mechanisms - DFID Contracts**

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

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

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

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



c)	<u>Tax Declaration (HMRC format)</u>			
	<ul style="list-style-type: none"> <li>Tax the organisation paid on profits made in the last 3 years, and in which countries</li> <li>Compliance with relevant country level tax regulations fully understood and met</li> </ul>	Annually updated documentation submitted by contracted supplier and on behalf of delivery chain partners	Terms and Conditions Clauses 15, 23 & 24  Terms of reference	Annual return  Compliance checks
2.	<u>Ethical Behaviour</u>			
a)	Recruitment policy (which must address circumstances where there may be potential or actual conflict of interest)	Updated policy documentation submitted once annually by contracted supplier and on behalf of delivery chain partners	Terms and Conditions Clauses 6, 51 & 54	Annual return Compliance checks
b)	Ongoing conflict of interest, mitigation and management	As 2a. above	Terms and conditions Clause 54	Annual return Compliance checks
c)	Refresher ethical training and staff updates (including disclosure restrictions on DFID confidential information)	Copy of training logs provided Delivery in accordance with training programme in place	Terms and conditions Clause 6, 29, 51 & 54	Annual return Compliance checks
d)	A workforce whistleblowing policy	Continuous workforce awareness maintained Policy in place	Terms and Conditions Clause 48	Annual return Compliance checks
e)	1. Procedures setting out how, staff involved in DFID funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the Counter Fraud and Whistleblowing Unit (CFWU) at reportingconcerns@dfid.gov.uk or on +44(0)1355 843551	Continuous awareness maintained  Procedure in place	Terms and Conditions Clauses 6, 48 & 54	Annual return Compliance checks
	2. Employees working on DFID Contracts fully aware of the DFID external website reporting concerns mailbox	Continuous awareness maintained	Terms and Conditions Clause 48	Annual return Compliance checks
f)	Declarations of direct or subcontractor staff members proposed to work on DFID funded business if employed by DFID or the Crown in the preceding two years  Supply Partners and their subcontractors must provide proof of compliance with the HMG approval requirements under the	Details submitted as applicable	Terms and Conditions Clause 48  HMG <a href="#">business appointment rules</a>	Annual return Compliance checks  Contract management

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

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

	3.Level of commitment in relation to the Contract evident in delivery practices in line with the workplace and community guidance provided in the DFID Supply Partner Code of Conduct Annex 2	identified since tender submittal  Updated documentation submitted annually		Tender evaluation  Compliance checks
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### Contractual Annual Compliance Declaration

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

### **Supply Partner Compliance Declaration**

#### **Key:**

#### **Contractual Requirement:**

**X denotes full compliance 1 required**

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

#### **Compliance Level 1**

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

#### **Compliance Level 2**

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

#### **Compliance Level 3**

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

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

c)	Confirmation of direct and delivery chain partner compliance with the HMG approval requirements under the Business Appointment Rules.	X	X			
d)	Confirmation and full evidence of awareness of an up to date workforce whistleblowing policy	X	X			
e)	3. Procedures in place and full evidence of awareness of how, staff involved in DFID funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the Counter Fraud and Whistleblowing Unit (CFWU) at reportingconcerns@dfid.gov.uk or on +44(0)1355 843551	X	X			
f)	HMG Business appointment rules followed - Conflict of Interest(COI) declarations made for direct or delivery chain staff members proposed to work on DFID funded business if employed by DFID or the Crown in the preceding two years.	X	X			
3.	<b><u>Transparency and Delivery Chain Management</u></b>					
a)	Supply Partner and delivery chain partners IATI compliant	X	O			
b)	Provision of up to date and accurate records of all delivery chain Supply Partners provided within the required frequencies, including annual contractual spend on SME's, women owned businesses and modern apprenticeships in place	X	O			
c)	Verification that policies and practices for the management of delivery chain Supply Partners are aligned to the DFID Supply Partner Code of Conduct i.e. by demonstrating delivery chain governance arrangements in place	X	O			
d)	Assurance there has been no change to previous statements provided in relation to tax evasion, bribery, corruption and fraud	X	X			
e)	Confirmation that all delivery chain Supply Partners' employees working on DFID Contracts are fully aware of the DFID external website reportingconcerns mailbox	X	X			
f)	Confirmation of adherence to HMG prompt payment policy with all their delivery chain Supply Partners	X	O			
4.	<b><u>Environmental Issues</u></b>					
a)	Environmental risks identified (e.g. by					

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

	3. Examples of delivery practice that demonstrate commitments in line with workplace and community in line with UN Global Compact Principles 1 & 2 (Annex 2)	X	O			
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### UN Global Compact – Human Rights

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

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

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

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

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

#### **In the workplace**

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

#### **In the community**

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

# **International Multi-Disciplinary Programme (IMDP) Framework Agreement**

## **Volume 3 - Terms of Reference**

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## About DFID

1. DFID's mission is to end extreme poverty and DFID is responsible for honouring the UK's international commitments and taking action to achieve the United Nations Global Goals. Our focus is on poor and fragile states, making the international system work better for the poor, improving access to, and quality of, basic services, supporting sustainable economic development and prosperity, building resilience to crises and responding effectively when they occur, supporting peace, security and improved governance, and unlocking the potential of girls and women.
2. As an organisation DFID invests in a diverse and capable workforce, valuing and developing all staff. We invest in our partnerships, using evidence and learning to work on development challenges with others, innovating and changing in response to what works.
3. DFID wishes to work with Framework participants who are committed to ensuring that the best technical development expertise is quickly and efficiently accessible to DFID staff and to colleagues across the UK Government. The aim is to ensure that the UK development programme is at the forefront of international development capability.

## 4. Introduction

UK Aid's strategic objectives:

- Strengthening global peace, security and governance
- Strengthening resilience and response to crises
- Promoting global prosperity
- Tackling extreme poverty and helping the world's most vulnerable

UK Aid will be used to focus on five areas in order to tackle global poverty:

- Help through humanitarian assistance
- Care through global health partnerships
- Develop economies and human capital
- Protect through security, rule of law, human rights, tackling crime and corruption. Build long term stability through inclusive security and justice; rule of law; addressing the drivers of serious organised crime and corruption; supporting formal and informal conflict resolution mechanisms and peacebuilding
- Use all that the UK has to offer, its talents, its people and communities, its expertise and knowledge, and its resource to those in the developing world through a new Initiative: the Great Partnership.
- On 21 June 2018 the Secretary of State said "Global Britain is about looking out into the world and seizing the opportunities that come from those freedoms we gain by leaving the EU. But it also needs to be about our own

communities and organisations, businesses, charities, institutions and the people that make them. DFID is already doing this through UK aid match, and our new small grants programme. The diversification of our suppliers and other initiatives give us a good base to work from. But we will go much further, working strategically with big business, and building networks of entrepreneurs, civil society, and community groups, to connect them with people and opportunities”.

5. The key benefits of the Framework Agreement are:

- a) Increase in the number of suppliers pre-qualified to work in DFID thematic areas to deliver improved value for money through increased competition
- b) Development and improved management of supply base
- c) Access to niche/specialist skills
- d) Shortened timescales for tender process due to removal of Pre-Qualification Questionnaire (PQQ) stage
- e) Improved Management Information for managing framework and supply base for example, bidding patterns and recurring issues

6. This Framework Agreement will enable DFID to access advice and expertise in a cost efficient and effective manner across eleven thematic areas provided by multi-disciplinary teams of quality professionals to design, manage and deliver international development programme services with greater agility and innovation whilst maintaining fair competition, in response to the dynamic and challenging needs of working in complex and fragile contexts.

Successful organisations will provide overseas development and assistance advice and expertise to DFID and other users of the Framework Agreement in particular related to the thematic areas of:

- Climate Change and Environment;
- Conflict and Governance
- Education;
- Human Development and Health;
- Humanitarian;
- Infrastructure;
- Livelihoods;
- Social Development;
- Procurement & Logistics;
- Research
- Statistics and Data

## **Beneficiaries**

7. The ultimate beneficiaries of the services to be delivered under the Framework Agreement will include partner governments, civil society and direct beneficiaries;

### **Framework Agreement Users**

The users of the Framework Agreement who will be entitled to enter into call-down contracts for the benefit of the ultimate beneficiaries, including DFID and other government departments (OGDs)

8. Currently, the OGDs who are entitled to use the Framework Agreement include;

- Foreign and Commonwealth Office
- Department for International Trade
- Home Office
- Department of Health
- Department for Business, Energy and Industrial Strategy
- Department for Environment Food and Rural Affairs
- Department for Culture Media and Sports
- Office for National Statistics
- Ministry of Defence
- HM Revenue and Customs
- HM Treasury
- Department for Education
- Department for Work and Pensions
- Department for Transport
- Scottish Government
- Welsh Government

This list is not exhaustive. A complete list of OGDs who are entitled to use the Framework Agreement can be found at <https://www.gov.uk/government/organisations>. This list may be updated from time to time due to re-structuring or re-organisation. In addition, it is important to note that research complies with DFID's Research Standard Operating Procedure (SOP) does not have a "recipient" as all research funded is a public good.

## **Scope of Work**

9. DFID will establish an International Multi-Disciplinary Programme Framework Agreement with a range of suppliers to provide effective and cost-efficient policy and programme delivery. Services may be required to be delivered anywhere in the world. The majority of services will be required within DFID's operational footprint in developing countries and/or fragile and conflict affected countries. It is anticipated that Potential Suppliers applying for the low value lots may not be able to deliver globally and for example in Africa but not elsewhere.
10. The scope of this work includes the provision of suitably qualified and experienced individuals and multi-disciplinary teams, to support individual UK Government Departments and their partners to design, appraise and deliver overseas development aid programmes including those in fragile and conflict affected states.
11. We wish to identify the right organisations able to deploy the right people to the right places at the right time. Across the spectrum of themes, organisations will need to be

able to demonstrate strong professional skills, management, reporting and performance management capability, and the ability to achieve value for money.

12. Successful organisations will work within an overarching Framework Agreement. As work is required, Concept notes or Terms of Reference will be issued for individual contracts which will be awarded by Direct Award or a Mini Competition following the procedure set out at paragraph 55 below. Those organisations interested in bidding for the work will return a technical and commercial proposal which will be evaluated by using the Most Economically Advantageous Tender (MEAT) approach applying the same or more precisely formulated criteria as those used to award the Framework Agreement.

The Framework Agreement will be awarded in 22 Lots. Each of the Lots will cover a thematic area and will be for low value lots (contract value up to £3m) or higher value lots (contract value of £3m-£12m).

- 1) Low value Lots up to £3m to encourage new supplier base and capacity building in priority DFID/HMG countries (Lots 1-10 and 21)

and

- 2) high value Lots £3m-£12m (Lots 11-20 and 22)

Contracts with a value of more than £12m will be awarded via a separate procedure outwith this Framework Agreement.

13. In order to be included in the Framework Agreement successful organisations will need to qualify in at least one Thematic Lot. The High Value Lots will have up to 15 suppliers per thematic area lot. The Low Value Lots will each have up to 15 suppliers per thematic area lot. The term will be for 24 months initially with the option to extend for a further two periods of up to 12-months each subject to ongoing need. Separate specific call-down contracts via direct award or via a further competition drawing on this Framework Agreement, issued as and when required by HMG, will be overseen and managed by the particular UK department or business unit operating in the country concerned.

14. The Framework Agreement will be set up based on the following Lots:

Lots	Thematic Area	Value of Call-down contracts
1	Climate Change and Environment	Low Value (up to £3 million)
2	Conflict and Governance	Low Value (up to £3 million)
3	Education	Low Value (up to £3 million)
4	Human Development and Health	Low Value (up to £3 million)
5	Humanitarian	Low Value (up to £3 million)
6	Infrastructure	Low Value (up to £3 million)
7	Livelihoods	Low Value (up to £3 million)
8	Social Development	Low Value (up to £3 million)
9	Procurement and Logistics	Low Value (up to £3 million)
10	Research	Low Value (up to £3 million)
11	Climate Change and Environment	High Value (£3million-£12 million)
12	Conflict and Governance	High Value (£3million-£12 million)
13	Education	High Value (£3million-£12 million)
14	Human Development and Health	High Value (£3million-£12 million)

15	Humanitarian	High Value (£3million-£12 million)
16	Infrastructure	High Value (£3million-£12 million)
17	Livelihoods	High Value (£3million-£12 million)
18	Social Development	High Value (£3million-£12 million)
19	Procurement and Logistics	High Value (£3million-£12 million)
20	Research	High Value (£3million-£12 million)
21	Statistics and Data	Low Value (up to £3 million)
22	Statistics and Data	High Value (£3million-£12 million)

### **Revised Framework Rules regarding Eligibility to Tender for Lots**

15. DFID intends to limit the number of Potential Suppliers who are eligible to tender for each of the lots by applying the rules set out below.

#### Rules - applicable to each Lot:

16. For the purposes of applying these rules, where a Tender for any lot is submitted by (or on behalf of) a group of economic operators then, in the absence of a consortia agreement, each member of the group of economic operators shall be deemed to be a Sub-Contractor to the Potential Supplier.
17. For the purposes of applying these rules, where a Tender for any lot is submitted by a group of economic operators who intend to enter into a consortia agreement, each member of the group shall be deemed to be a Potential Supplier. In the absence of a consortia agreement only the lead supplier, who will be required to accept liability under section 23 (Consortia) of "ITT Volume 1 - Invitation to Tender Instructions", shall be deemed to be the Potential Supplier.

#### Rules - applicable to each Thematic Area:

18. Potential Suppliers (as described in paragraph 17 above) may submit only one tender for each thematic area (for example if a Potential Supplier submits a tender for lot 11, it will be ineligible to submit a tender for lot 1).
- 19.
- (a) A Potential Supplier (as described in paragraph 17 above) in one tender for the high-value lot in the thematic area may not participate in any other tender for that lot (whether as a Potential Supplier or as a Sub-Contractor).
  - (b) A Potential Supplier (as described in paragraph 17 above) in one tender for the low-value lot in the thematic area may not participate in any other tender for that lot (whether as a Potential Supplier or as a Sub-Contractor).
  - (c) Subject to 18, 19(a), 20 and 21, a Sub-Contractor (as described in paragraph 16 above) in one tender for the high-value lot in the thematic area may also participate as Sub-Contractor in other tenders for that lot.
  - (d) Subject to 18, 19(b), 20 and 21, a Sub-Contractor (as described in paragraph 16 above) in one tender for the low-value lot in the thematic area may also participate as Sub-Contractor in other tenders for that lot.



20. Potential Suppliers (as described in paragraph 17 above) for the high-value lot in a thematic area may not participate in any tender for the corresponding low-value lot in that thematic area. Participation includes acting as a Sub-Contractor or member of a group of economic operators (whether or not they intend to enter into a consortia agreement).

For example a Potential Supplier for lot 11 will not be permitted to participate in a tender for lot 1 as a Sub-Contractor, joint venture partner, consortium member or in any other capacity.

21. Potential Suppliers (as described in paragraph 17 above) for the low-value lot in a thematic area may participate in tenders for the corresponding high-value lot in that thematic area as a Sub-Contractor or (subject to the absence of a consortia agreement) as a member of a group of economic operators.

For example a Potential Supplier for lot 1 may be a Sub-Contractor in a tender for lot 11.

The following table sets out how the rules will work in practice for the Climate Change and Environment thematic area;

Role	Rule
Potential Supplier for Lot 11 Climate Change and Environment (Contracts valued at £3m-£12m)	Not permitted to participate in Lot 1 Climate Change and Environment (Contracts valued at up to £3m) as a Potential Supplier or Sub-Contractor.
Sub- Contractor for Lot 11 Climate Change and Environment (Contracts valued at £3m-£12m)	Permitted to participate in Lot 1 Climate Change and Environment (Contracts valued at up to £3m) as a Potential Supplier or Sub-Contractor
Potential Supplier for Lot 1 Climate Change and Environment (Contracts valued at up to £3m)	Permitted to participate in Lot 11 Climate Change and Environment (Contracts valued at £3m-£12m) as a Sub-Contractor. Not permitted to participate in Lot 11 Climate Change and Environment (Contracts valued at £3m-£12m) as a Potential Supplier
Sub-Contractor for Lot 1 Climate Change and Environment (Contracts valued at up to £3m)	Permitted to participate in Lot 11 Climate Change and Environment (Contracts valued at £3m- £12m) as a Sub-Contractor. Not permitted to participate in Lot 11 Climate Change and Environment (Contracts valued at £3m-£12m) as a Potential Supplier

## Procurement and Contractual Requirements

22. This Framework Agreement will be awarded for 2 years with two possible 12-month extensions as determined by DFID. Individual programmes to which call-down contracts relate will typically be 3-5 years duration, although individual call-down contracts may be for shorter or longer periods. For example, new research programmes will typically range from 5-7 years and longer for longitudinal and other research. The Framework Agreement will be subject to a Commercial Annual Review at the end of the first and second years and any subsequent years for which the framework is extended.

23. For the avoidance of doubt, the Framework Participant's provision of the Services pursuant to this Framework Agreement or any Call-down Contract shall be on a non-exclusive basis and DFID reserve the right to contract with or employ directly any third-party contractors, consultants or employees to provide similar services at any time.
24. DFID is seeking Framework Participants that can operate in DFID/HMG priority countries and who can demonstrate in competition the skills, knowledge, capability and competence to deliver DFID's strategy with demonstrable Value for Money through committing to measurable and objective deliverables. A Framework Participant may bid for one or more lots but must demonstrate capability in all the lots bid for.
25. Although it is not possible to determine in advance the precise scope of each requirement DFID will endeavour to provide reasonable notice periods for all upcoming work, and detailed Terms of Reference will be produced for each requirement.
26. Typical requirements are described at each thematic area of the document. It should however be noted that some requests may span across more than one Lot. In addition, to those lot-specific requirements, there are the following general requirements which are applicable to all Lots:
- f) Where applicable, demonstrated ability to mainstream issues such as gender equality, the empowerment of women and girls, political economy, value for money, safeguarding, monitoring, evaluation and learning, climate change, environment and conflict.
  - g) Where applicable, demonstrated ability to identify, prioritise and benefit groups with particular needs or terms of exclusion in a given context such as girls and women, people with disabilities, the poorest, marginalised groups, displaced populations and adolescents/youth; integral to this will be an understanding of how gender and social norms dictate access to and control over resources and space and impact on an individual's ability to reach their potential and to have their needs and interests addressed and protected.
  - h) Framework Participants will need to demonstrate for each of the Lots that they have the requisite expertise to ensure that gender equality is mainstreamed into all the work they are commissioned to do.
  - i) Technical capability, capacity and management structures to design and deliver development outcomes.
  - j) Awareness of emerging technologies and ability to use them as appropriate.
  - k) An ability to demonstrate on-going innovation and value for money.
  - l) An ability to collaborate where appropriate with other DFID projects and with other donors.

### **Adaptable, Flexible and Locally Led Programmes**

27. In line with the latest evidence on better programme management <https://www.gov.uk/government/publications/dfid-smart-rules-better-programme-delivery> DFID expects all suppliers to demonstrate the capability and flexibility to adapt programmes to evolving implementation experience and to have robust monitoring, reporting and payment systems to support adaptive programming and significant and

evolving risk sharing with DFID in a real partnership. This approach is not suitable for all tasks, equally evidence of experience with developing different adaptation models to best suit the specific intervention and the suppliers' demonstrated knowledge and competence in delivering effective adaptive programmes that either scale up or down or change course to respond to changing conditions is key.

28. DFID's Strategic Vision for Gender Equality calls on all our partners and suppliers to systematically tackle the discrimination and barriers that prevent individuals from reaching their potential, and that further entrench gender inequalities. Suppliers are expected to demonstrate capacity to understand local social norms and behaviours, and to design programmes in ways that accommodate local realities, and that challenge and change unequal power relations between men and women, and that negative attitudes and discriminatory practices that hold women and girls back.
29. Suppliers who demonstrate an ability and commitment to work with local, national and regional expertise and SME's to provide effective political economy engagement and build the capacity of local service providers to provide services within the countries in which DFID operates will have a distinct advantage in the technical assessments.

### **Management, Reporting and Review**

30. The Framework Participant must make available appropriate management, quality control (technical reviewers, editors, proof readers, etc) replacement of this expertise, secretariat and any other support staff necessary to design and deliver programme activity. DFID may have the requirement for integrated programmes and the contracted supplier will be responsible for the overall management and delivery of the supply chain from end to end. The Framework Participant will assign a Project Director to each call down they are commissioned to undertake. The Project Director will have overall responsibility for the Call down and formal contacts with the contracting authority.
31. Framework participants will be required to report regularly on the progress of each assignment, as will be set out in the Contract awarded.
32. Framework participants' performance will be reviewed annually against their delivery (on-time, on-scope, on budget, to quality standards and contribution to evaluation practice). These reviews will be shared with the supplier and internally within DFID. Framework participants must attend supplier management meetings with DFID on request, either in person or by video conference, at their own cost. Historically, these meetings have taken place twice a year. Framework Participants will be required to provide monthly MI reports to DFID as required.

### **Transparency**

33. DFID is transforming its approach to transparency, reshaping our own 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, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.
34. 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 DFID – further IATI information is available from; <http://www.aidtransparency.net/>

## UK Aid Branding

35. Framework Participants will be expected to collaborate with DFID and proactively look for ways to build support for development and raise awareness of DFID's funding. The Framework Participant will explicitly acknowledge DFID's funding, in written and verbal communications about activities related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of DFID's "UK aid – from the British people" logo ('UK aid logo') in accordance with DFID standards for use of the UK aid logo, unless otherwise agreed in advance by DFID and in all cases subject to security and safety considerations of the Framework Participant.
36. The Framework Participant shall provide a visibility statement of how and when they will acknowledge funding from DFID and where they will use the UK aid logo. The Framework Participant shall include reference to this in its progress reports and annual reviews.
37. Framework Participants may use the UK aid logo in conjunction with other donor logos, and where the number of donors to a programme or project is such as to make co-branding impractical, acknowledgement of funding from DFID shall be equal to that of other co-donors making contributions of equivalent amounts to the programme or project.

## Duty of Care

38. The Framework Participant is responsible for the safety and well-being of their Personnel (as defined in Section 2 of the Call-down 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.
39. The Framework Participant should observe the FCO website security status and developments in-country where appropriate.
40. The Framework Participant 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 Framework Participant must ensure they (and their Personnel) are up to date with the latest position.
41. This Framework Agreement may require the Framework Participant to operate in seismically active zones which are considered at high risk of earthquakes. Minor tremors are not uncommon. Earthquakes are impossible to predict and can result in major devastation and loss of life. There are several websites focusing on earthquakes, including <http://geology.about.com/library/bl/maps/blworldindex.htm>. The Framework Participant should be comfortable working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the Contract (subject to travel clearance being granted). **Prior to award of a Framework Agreement, successful suppliers will be required to indicate their countries of operation via a country matrix (to be provided at Framework Agreement award).**
42. This Framework Agreement may require the Framework Participant to operate in highly insecure and conflict-affected areas. Travel to many zones will be subject to travel clearance from the UK government in advance. The security situation can be volatile and subject to change at short notice. The Framework Participant should be comfortable working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the Contract (subject to travel clearance

being granted). Prior to award of a Framework Agreement, successful suppliers will be required to indicate their countries of operation via a country matrix (to be provided at Framework Agreement award).

43. The Framework Participant is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their Personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the Contract (such as working in dangerous, fragile and hostile environments etc.). The Framework Participant must ensure their Personnel receive the required level of training and, if required, complete a UK government approved hostile environment training course SAFE (Security Awareness in Fragile Environments). The course should be booked through DFID and factored into the commercial tender or alternative safety in the field training delivered prior to deployment.
44. Potential Framework Participants must develop their response in relation to any Call-down contract on the basis of being fully responsible for Duty of Care in line with the details provided above and any initial risk assessment matrix prepared by DFID. They must confirm in their response that:
- They fully accept responsibility for Security and Duty of Care.
  - They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
  - They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.

If Framework Participants are unwilling or unable to comply with DFID's Duty of Care to Suppliers Policy and to confirm that you will be able to meet the requirements detailed in question 8.7(b) in the Selection Questionnaire for each Call down contract under this Framework Agreement, your framework tender will be viewed as non-compliant and excluded from further evaluation.

If Framework Participants are subsequently unwilling or unable to comply with DFID's Duty of Care to Suppliers Policy in relation to any Call Down Contract arising from this Framework Agreement your proposal for the Call Down Contract will be viewed as non-compliant and excluded from further evaluation. Note that acceptance of responsibility, prior to the award of any Call Down Contract must also be supported with evidence of Duty of Care capability and DFID reserves the right to clarify any aspect of this evidence.

## Safeguarding

45. All reasonable endeavours are expected to be taken by a professional and prudent supplier in the Supplier's industry to eliminate or minimise risk of actual, attempted or threatened exploitation, abuse and harassment (including Sexual Abuse, Sexual Exploitation and Sexual Harassment) and whether or not such conduct would amount to a criminal offence in the United Kingdom or an offence under the laws of the territory in which it takes place (together "**Serious Misconduct**") as is reasonable and proportionate under the circumstances. Such endeavours may include (but shall not be limited to):
- a) clear and detailed policies and guidance for Supplier Personnel, Supplier Providers and where appropriate, beneficiaries;

- b) developing, implementing and maintaining a safeguarding plan throughout the term (including monitoring);
  - c) provision of regular training to Supplier Personnel, Supplier Providers and where appropriate, beneficiaries;
  - d) clear reporting lines and whistleblowing policies in place for Supplier Personnel, Supplier Providers and beneficiaries;
  - e) maintaining detailed records of any allegations of Serious Misconduct and regular reporting to DFID and the Appropriate Authorities (where relevant) of any such incidents;
  - f) any other Good Industry Practice measures (including any innovative solutions).
46. The Supplier shall take all Reasonable Measures to prevent Serious Misconduct by the Supplier Personnel or any other persons engaged and controlled by it to perform any activities under this Framework Agreement ("**Supplier Providers**") and shall have in place at all times robust procedures which enable the reporting by Supplier Personnel, Supplier Providers and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by the Supplier or Supplier Personnel to investigate such reports.
47. The Supplier shall take all Reasonable Measures to ensure that the Supplier Personnel and Supplier Providers do not engage in sexual activity with any person under the age of 18, regardless of the local age of majority or age of consent or any mistaken belief held by the Supplier Personnel or Supplier Provider as to the age of the person. Furthermore, the Supplier shall ensure that the Supplier Personnel and Supplier Providers do not engage in 'transactional sex' which shall include but not be limited to the exchange of money, employment, goods, or services for sex and such reference to sex shall include sexual favours or any form of humiliating, degrading or exploitative behaviour on the part of the Supplier Personnel and the Supplier Providers. For the avoidance of doubt, such 'transactional sex' shall be deemed to be Serious Misconduct in accordance with Clause 50.1 Safeguarding of DFID Terms and Conditions.
48. The Supplier shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by the Supplier Personnel and Supplier Providers to DFID, including DFID's Counter Fraud Section at [reportingconcerns@dfid.gov.uk](mailto:reportingconcerns@dfid.gov.uk) or +44 (0)1355 843747, and where necessary, the Appropriate Authorities.
49. The Supplier shall fully investigate and document all cases or potential cases of Serious Misconduct and shall take appropriate corrective action to reduce the risk and/or eliminate Serious Misconduct being committed by the Supplier Personnel and Supplier Providers (which may include disciplinary action, termination of contracts etc.), such investigations and actions to be reported to DFID as soon as is reasonably practicable.
50. The Supplier shall not engage as Supplier Personnel or Supplier Provider for the purposes of the Services any person whose previous record or conduct known to the Supplier (or reasonably ought to be known by a diligent supplier which undertakes the appropriate checks) indicates that they are unsuitable to perform the Services and/or where they represent an increased and unacceptable risk of committing Serious Misconduct.
51. The Supplier shall comply with all applicable laws, legislation, codes of practice and government guidance in the UK and additionally, in the territories where the Services are

being performed, relevant to safeguarding and protection of children and vulnerable adults, which the Supplier acknowledges may include vetting of the Supplier Personnel by the UK Disclosure and Barring Service in respect of any regulated activity performed by the Supplier Personnel (as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended)) and/or vetting by a local equivalent service. Where DFID reasonably believes that there is an increased risk to safeguarding in the performance of the Services, the Supplier shall comply with any reasonable request by DFID for additional vetting to be undertaken.

52. Failure by the Supplier to:

- I. put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or
- II. fully investigate allegations of Serious Misconduct; or
- III. report any complaints to DFID and where appropriate, the relevant authorities (including law enforcement)

shall be a material Default of this Contract and shall entitle DFID to terminate this Framework Agreement and any Call-down Contracts with immediate effect.

**Methods of call off**

53. DFID and OGDs will endeavour to provide a pipeline of potential opportunities to the market. This will be published on DFID platform and other appropriate selected platforms prior to the official launch of the procurement by DFID or the OGD. This will provide suppliers with advance warning of upcoming requirements. The platform will publish all the procurement opportunities via the framework. Lot suppliers will be aware of all opportunities even if they are not awarded to a Lot. Adopting the following process DFID will determine the call off method depending on the scope of work and capabilities of the suppliers in the Lot.

**Method 1: Direct award**

**Applicable to Lots 1-10 and 21 (value up to £3m) and Lots 11-20 and 22 (value £3-12m)**

54. It is anticipated that some requirements that can be clearly defined and delivered by a single supplier will be called off via **a direct award**.

55. Criteria for Direct Award; DFID may make a direct award of a Call Down Contract if all of the following conditions apply

- Ceiling Rate Card rates and Discount offered at bid evaluation will apply
- Geographical Coverage. The Supplier has indicated that it is willing to provide the services in the relevant country or countries
- The requirement can only be met by one supplier
- No more than one thematic area within scope
- DFID will apply standard DFID KPIs to the call down contract

The Call down contract will not be formally awarded until the acceptance of a supplier proposal following DFID's concept note or terms of reference. DFID reserves the right to move to another suitable Framework Provider should the proposal not be meet the requirements of DFID's concept note or terms of reference.

A framework participant has the right to refuse an offer of a direct award. Should a framework participant consistently refuse a requirement that the supplier has included

in their framework agreement bid submission and to accept an offer of contract of a type that a supplier has indicated that it is capable of and willing to deliver. DFID may exercise its termination rights under Clause 43.1 of the Framework Agreement (Termination without default of the supplier) (See ITT Volume 6 Section 43)

## **Method 2: Mini Competition**

### **Applicable to Lots 1-10 and 21 (value up to £3m) and Lots 11-20 and 22 (value £3-12m)**

56. Unless DFID makes a direct award, Call Down Contracts will be awarded by mini-competition. If a requirement spans more than one lot, all framework participants in the relevant specialist Lot(s) will be given the opportunity to submit a bid for the requirement.
57. When required it is envisaged that mini-competitions will have a timescale of approximately 2 - 4 weeks from issue of invitation to tender to award of call-down contract. Framework Agreement Tender Evaluation criteria will apply and weightings may be adjusted to suit the call down requirements.

## **Stages of tender evaluation**

58. The evaluation of the procurement competition will consist of three stages:

- |         |   |
|---------|---|
| Stage 1 | <b>Selection</b> organisations interested in being members of the Framework Agreement will submit their responses to the Invitation to Tender and will be invited to accept DFID Policies and requirements on a PASS/FAIL basis. Only organisations who pass all questions will be taken forward to full bid evaluation   |
| Stage 2 | <b>Award</b> of Framework Agreement. Selected Framework Participants will be invited to set out their proposals to deliver high quality personnel and services in the areas listed, including their proposals to do so in fragile and/or conflict-affected states. All bids will be evaluated by an independent assessment panel using the weighted evaluation criteria found in the Invitation to Tender (ITT) Volume 2 documentation. |

## **Cross Cutting Requirements to be demonstrated/evidenced in tender responses**

59. Integral to the requirements is the demonstrable ability to mainstream issues including: **value for money, gender equality and other equality considerations** to meet the requirements of the Gender Equality Act and the 2010 Equality Act's public sector equality duty, the empowerment of women and girls, political economy, conflict, climate change, risk management, safeguarding, environmental safeguards and monitoring, evaluation and learning.
60. Where the requirement is in Fragile States or countries in conflict, Framework Participants must be able to demonstrate that they are able to deliver services in a **conflict sensitive way**. Conflict sensitivity is acting with the understanding that any initiative conducted in a conflict-affected environment will interact with that conflict and that such interaction will have consequences that may have positive or negative effects. It is a deliberate and systematic approach to ensuring that the negative effects (risks) are understood and minimised and positive effects (opportunities) are maximised. To



demonstrate conflict sensitivity suppliers must be able to show that in previous work in conflict contexts they have:

- Understood the context;
- Understood the interaction between their engagement and the context;
- Acted upon this understanding in order to avoid negative impacts and maximize positive impacts.

61. **Delivery management** - the management function, which may include delivery of goods and equipment, direct delivery of single project outputs and/or portfolio management of a suite of interventions being delivered through other Framework Participants. Whilst it is understood the Framework Participant may have existing partnership arrangements with a number of delivery subcontractors within the Framework Agreement and is expected to demonstrate a supply chain capable of delivering the outputs of the TOR in their bid, it should also retain the ability to rapidly contract others where needed – including nationally or locally specific subcontractors (e.g. private sector suppliers, individual consultants, not for profits or civil society organisations). This will require timely due diligence of these partners by the Framework Participant and DFID at call-down stage. Subcontractors cannot be added without prior permission of DFID's Framework Manager.

62. **Fund management** – in addition to the core management function above, the Framework Participant may also be asked to take on a fund manager role for a specific intervention and/or portfolio of interventions which may include: key fund governance, secretariat and programme fund management functions (such as commissioning and sifting proposals; conducting timely and appropriate due diligence of downstream partners; developing programme agreements or contracts; fund transfer; reporting and Monitoring and Evaluation).

63. There must be provision to allow the set up and running of **helpdesk facilities** focussed on any sectoral, thematic or cross-cutting area of DFID's policy or programme work. Examples could include (but not be limited to) helpdesk or call off facilities to support country design or delivery of policy or programmes on "Inclusive Growth" or "Climate resilience".

64. **Programmes commissioned through lots 1-8 and 11-18 may require research** to be carried out **within the broader programme**. Framework participants must therefore demonstrate that they are able to deliver research to the standard required. This includes high quality research that is commissioned competitively, implemented using rigorous and robust research methodologies and whose outputs are disseminated publicly following a robust quality assurance process (for more information about what this includes see the research definition for lots 10 and 20). It may also include literature reviews, programme evaluations and activities to support research communication and uptake.

#### 65. **Innovation and flexibility**

The programme implementers will be required to show how they are **driving innovation** through engagement with new evidence and programme delivery, the visible application of lessons learned from the changing context of the sector, try new innovative approaches to reach new users where they are and **show flexibility** to scale up and down to respond to opportunities. Potential Suppliers will be evaluated on how they propose to:

- Enhance use of new sectoral technologies.

- Use new ways to promote access and uptake of information taking into account the fast moving role of new ICTs, the internet and mobile technology in opening up the access people have to sector information.
- Drive people-centred sectoral services which promote appealing messages emphasising well-being, pleasure, and consensual, respectful and safe sexual relationships and offer support on gender based violence, risks of cervical cancer, HIV/STI prevention and mental health impact of sexual relations.
- Provide sectoral services in such a way that ensures minimum environmental impact and reduced reliance on traditional energy sources (for example clinics/outreach using solar energy).
- Promote innovations that will enhance demand for services and information that might move away from traditional sectoral service delivery. Innovate for the integration of services across other sectoral, private sector or broader 'touch points' with clients (e.g. youth clubs, places of employment, places they socialise).

66. DFID wishes to work with Framework Participants who are committed to integrating **climate change opportunities** and mitigating risks into the content of services and products provided to DFID and also into the practices of the Framework Participants themselves. Framework Participants should demonstrate how they will seek to maximise the climate and environmental opportunities within their own organisation and how they operate, and minimise the risks, as well as minimising their and their sub-contractors carbon footprint in the course of fulfilling any DFID call-down contract from this framework agreement.

Cross Cutting Requirements paragraphs 55-64 inclusive apply to all Terms of Reference thematic areas within this framework agreement.

#### 67. **General Issues**

Whilst it is understood the Framework Participant may have established partnership arrangements in place with a number of delivery subcontractors within the Framework, the Framework will allow for the flexibility to rapidly include additional sub-contractors when necessary.

68. These Terms of Reference cover the supply of Services for components of bi-lateral Programmes to be delivered using direct call-downs from the Framework Agreement.

#### **Sustainable Development Global Goals**

69. The 2030 Agenda for Sustainable Development, which includes 17 Global Goals, was agreed by world leaders at the UN General Assembly (UNGA) in September 2015.

70. The Sustainable Development Global Goals (SDG's) also known as the Global Goals provide context for the Framework Agreement and following Thematic Lots. SDG numbers 3,6 and 16 are specifically referenced in these Terms of Reference.

71. The SDG's are as follows:

1. No Poverty
2. Zero Hunger

3. Good Health & Wellbeing
4. Quality Education
5. Gender Equality
6. Clean Water & Sanitation
7. Affordable and clean energy
8. Decent work and economic growth
9. Industry, Innovation & Infrastructure
10. Reduced Inequalities
11. Sustainable cities & communities
12. Responsible consumption and production
13. Climate action
14. Life below water
15. Life on land
16. Peace & Justice and strong institutions
17. Partnerships for the goals

## CLIMATE CHANGE AND ENVIRONMENT

**Lots 1 (low value contracts up to £3 million) and 11 (high value contracts £3-12 million)**

FRAMEWORK PARTICIPANTS ARE NOT REQUIRED TO BE ABLE TO DELIVER EVERY ASPECT OF THIS THEMATIC AREA IN ORDER TO TENDER FOR THIS LOT. PLEASE COMPLETE THE THEMATIC AREA MATRIX TO INDICATE DELIVERY CAPABILITY.

THIS LOT INCLUDES BUT IS NOT LIMITED TO THE DESIGN, DEVELOPMENT AND DELIVERY OF PROGRAMMES AND ASSOCIATED GOODS AND EQUIPMENT WHERE REQUIRED.

Cross Cutting Requirements paragraphs 55-64 inclusive apply to all Terms of Reference Thematic areas within this Framework Agreement.

### **Introduction**

The sustainable and responsible use of natural resources such as land, forests, water, air and extractives, including fossil fuel reserves, is one of the key challenges and opportunities for economic development that leads to poverty eradication and pro-poor development. Good, gender sensitive environmental stewardship is fundamental to protect and improve the wellbeing, resilience and opportunities of millions trapped by poverty, especially the poorest and most vulnerable.

Framework Participants will support DFID's efforts to promote inclusive, greener, low carbon development; to reduce poor people's vulnerability to environmental degradation and impacts of climate change, as well as to enhance the environmental quality of land, water and air upon which particularly poor people depend. The aim is to unlock the potential of green growth, manage the risks associated with climate change and create truly sustainable development for current and future generations.

Framework Participants will help deliver DFID's commitment to "do no harm" and safeguarding the environment, and also to creating opportunities for innovative environmental policies and practices that combine the needs and wishes of developing countries within the challenge of climate change. Framework Participants will build the best possible evidence base to enable effective decision-making to mitigate the risk of harmful climate change and adapt to its effects. Framework Participants may also support DFID's core work in building resilience to natural disasters and responding to humanitarian emergencies, by providing key technical advice on climate change science and impacts, environmental governance and natural resource management.

### **Scope**

The key services are to:

- **Offer technical advice and expertise to inform and shape policy, strategic planning, business case design, programme implementation and M&E.** This includes advice on climate change and environment science, low carbon development and adaptation to climate change impacts; natural resource management and resource scarcity; ecosystem services (such as health) and environmental management systems; environmental governance; and climate finance and environmental economics.

- **Manage the development and implementation of climate and environment programmes at country, regional and international level**, ranging from new mechanisms to engage new sources of global finance into climate, through to specific climate / environment projects and engagement with partner country governments and civil society to promote and deliver sustainable development on the ground and to provide them with advice on and support to the development of their national climate and environment strategies, and on the integration of these strategies with broader national development planning.
- **Address and raise awareness and understanding** of the environmental and climate risks that can undermine delivery and impact of development programmes, and the opportunities and innovation that a climate and environment lens can promote including resource scarcity, extreme weather or climate variability and disaster risk. This includes supporting partners to understand the need for climate adaptation actions and risks that may be long-term, uncertain and likely to materialise beyond the scope of our interventions.
- **Support the quality assurance** of large-scale programmes and integrate climate and environment thinking across DFID and work collaboratively across departments and teams to provide key evidence, support technical assessments and research that inform about the impacts of climate change and environmental pollution and degradation as drivers of vulnerability, and approaches to building resilience and cleaner, more sustainable development.

**Typical requirements of the Framework Participant are likely to include:**

The thematic lot Climate and Environment sector services includes the following areas:

- Climate resilience and adaptation to climate change impacts
- Low carbon development and reduction of Greenhouse gas emissions
- Environmental Stewardship
- Climate and Environmental Science
- Environmental management systems
- Climate and Environmental Governance
- Climate and Environmental finance
- Green technology, infrastructure and design

**Climate resilience and adaptation to climate change impacts**

**Typical requirements of the Framework Participant are likely to include:**

- Deep understanding of the theory behind the principles of adaptation and resilience with some degree of incorporating this analysis into specific measures in developing countries.

- Deep knowledge of a range of specific climate impacts and opportunities with appropriate adaptation or resilience measures in a range of developing country contexts (e.g. urban vs. rural) and environments (e.g. semi-arid pastures, forests, mountainous ecosystems etc.).
- Deep understanding of how climate information services can support better decisions, how to apply climate risk management frameworks and range of tools to handle uncertainty, including robust decisions, resilience and hedging.
- Understanding of prioritisation and sequencing of climate resilience and climate change adaptation interventions to deliver short-term results alongside long-term transformational change.
- Knowledge of and experience in applying diagnostic approaches to climate change resilience and climate change adaptation.
- Understanding of how environmental change or natural management lead to shifts in resource availability, affect human movement, influence animal migration and determine “carrying capacity” of natural resources for sustainable economic activity.
- Experience in the design, management, and evaluation of climate resilience and climate change adaptation programmes.

#### **Low carbon development and reduction of Greenhouse gas emissions**

##### **Typical requirements of the Framework Participant are likely to include:**

- Deep understanding of a full range of options for reducing global greenhouse gas emissions, including the scientific and physical aspects, as well as the related international policy framework (e.g. Paris agreement).
- Knowledge of opportunities for developing countries in sustainable, renewable energy/low carbon development approaches including addressing policy barriers and structuring finance; private sector business models, energy & land use sectoral reform issues.
- Knowledge of the design and implementation of low carbon interventions in support of growth and economic development.
- Experience in designing, managing and evaluating low carbon development, renewable energy and greenhouse gas reduction programmes.

#### **Environmental Stewardship**

##### **Typical requirements of the Framework Participant are likely to include:**

- Deep understanding of the implications of resource scarcity and different approaches in Natural Resource Management (Forestry; Water Security) for the livelihoods of people and economies in developing countries;

- Knowledge of the role of ecosystems services in ensuring sustained poverty reduction and economic development, protecting livelihoods and assets (e.g. watershed management, flood protection etc.).
- Understanding of the impact of air, soil and water pollution on human health and well-being including impacts on livestock, wild animals and vegetation.
- Knowledge of the measures to effectively control and reduce such pollution.
- Experience in designing, managing, and evaluating environmental stewardship programmes.

### **Climate and Environmental Science**

#### **Typical requirements of the Framework Participant are likely to include:**

- Deep understanding of climate and environmental science principles, including (natural and anthropogenic) drivers of climate change and different climate systems (e.g. tropical vs temperate) and how they relate to development interventions.
- Good understanding of the principles of environmental sciences such as ecosystem services, biodiversity, environmental health and how these relate to development.
- Confident and accurate knowledge of relevant academic and specialised publications and their relevance for development interventions.
- Understanding of anthropogenic and natural drivers of climate change, the differences and connections between different climate systems and phenomena to design, manage or support programmes and policy (in any sector) that support gender sensitive low carbon development, good environmental stewardship and climate resilient pathways.

### **Environmental management systems**

#### **Typical requirements of the Framework Participant are likely to include:**

- Knowledge of use of adequate environmental safeguards to mitigate negative impacts.
- Knowledge and practical experience with applying Environmental Management Systems (for example, but not limited to EIA, SEA, GIS).
- Experience in designing, managing and evaluating environmental management systems in programmes.
- Experience in modelling, forecasting and visually representing climate and environmental change and impact on human development or ecosystem factors.

## **Environmental and Climate governance, at national and international level**

### **Typical requirements of the Framework Participant are likely to include:**

- Knowledge and experience of climate and environmental governance approaches at the international level.
- Understanding of the global climate and environmental governance frameworks and all the main treaties that have informed current and recent policies.
- Knowledge of climate and environmental governance at national or international level, working with political economy and building champions for change.
- Experience in designing, managing and evaluating environmental and climate governance programmes.

## **Climate and Environmental finance**

### **Typical requirements of the Framework Participant are likely to include:**

- Knowledge and experience of applying environmental economics and knowledge of climate finance mechanisms.
- Knowledge of how to integrate climate finance elements into DFID policies and programmes.
- Understanding the connection of programming to International Climate Finance (ICF) priorities.
- Develop, manage and lead integrated programmes that use climate finance effectively in support of poverty reduction, economic development and growth.
- Knowledge and application of a range of examples of valuation of ecosystem services and demonstrate understanding of their potential implications for DFID programmes.
- Understanding of how to influence patterns of economic development to increase resilience, and reducing lock in.
- Experience in designing, managing and evaluating environmental and climate finance programmes.

Framework Participants may be asked to carry out more than one of the above tasks in relation to a specific contract.

In addition to skills and experience across the key activity areas, it is important that bidders are able to:

- Demonstrate responsiveness to context: skills and experience in carrying out country (or regional) political, social and environmental analysis to inform programme identification, design and implementation –including on gender and exclusion.
- Demonstrate technical capacity and experience of analysis of power relations, exclusion and stakeholder analysis across multiple contexts and actors.



- Work effectively with diverse stakeholders to implement programmes.
- Demonstrate experience of effective risk management across a range of contexts and programmes.
- Demonstrate political sensitivity and diplomacy.
- Demonstrate experience of robust monitoring and evaluation methods, well documented and disseminated to contribute to evidence and lesson learning.
- Demonstrate skills in effective communication strategies for programmes.
- Demonstrate objective and non-agenda led approaches to interaction, planning and design of work.

## CONFLICT AND GOVERNANCE

**Lots 2 (low value contracts up to £3 million) and 12 (high value contracts £3-12 million)**

FRAMEWORK PARTICIPANTS ARE NOT REQUIRED TO BE ABLE TO DELIVER EVERY ASPECT OF THIS THEMATIC AREA IN ORDER TO TENDER FOR THIS LOT. PLEASE COMPLETE THE THEMATIC AREA MATRIX TO INDICATE DELIVERY CAPABILITY.

THIS LOT INCLUDES BUT IS NOT LIMITED TO THE DESIGN, DEVELOPMENT AND DELIVERY OF PROGRAMMES AND ASSOCIATED GOODS AND EQUIPMENT WHERE REQUIRED.

Cross Cutting Requirements paragraphs 55-64 inclusive apply to all Terms of Reference Thematic areas within this Framework Agreement.

### **Introduction**

Conflict and Governance interventions can help to build an enabling environment for long-term stability and development progress including in fragile environments and incorporate sub criteria for the provision of services relating to public sector governance, public financial management, anti-corruption and tackling serious organised crime, security and justice, peacebuilding, and empowerment and accountability.

Tackling conflict and building stability overseas is both in the UK's national interest and underpins the global fight against extreme poverty. Governance is fundamental to the delivery of all the SDGs – as well as specifically to Goal 16, contributing to inclusive and accountable institutions, inclusive societies, anti-corruption and the rule of law. The 2017 World Development Report made clear the contribution of governance to development goals.

Increasingly poverty will be concentrated in fragile and conflict-affected states and DFID is committed to spend at least 50% of its budget in these countries. Approaches in these areas are supported and guided by DFID's Building Stability Framework, which guides the design and implementation of strategies and to help build stability using an integrated approach working towards the objectives of supporting:

- Fair power structures that broaden inclusion, accountability and transparency over time, while managing tensions to prevent violence in the short term.
- Inclusive economic development which creates widespread benefits, reduces incentives for conflict and curbs illicit economies.
- Conflict resolution mechanisms, both formal and informal, that help manage conflict, help people cope with the legacies of violent conflict and strengthen women's role drawing on the United Nations Security Council Resolution 1325 (UNSCR 1325).
- Effective and legitimate institutions, both state and non-state, that build trust with those they govern, and which grow in effectiveness over time.
- A supportive regional environment that enables communities to be more resilient to transnational stresses and shocks, including organised crime and violent extremist ideologies.

### **Scope**

Offer technical advice and expertise to inform and shape policy, strategic planning, business case design, programme implementation and M&E.

Manage the development and implementation of programmes at country, regional and international level.

**Typical requirements of the Framework Participant are likely to include:**

The thematic lot Conflict and Governance, includes the following areas:

- Public Sector Governance
- Public Financial Management
- Anti-corruption and Organised Crime
- Conflict Resolution and Peacebuilding
- Security and Justice
- Empowerment and Accountability

Typical requirements for each area are described below.

**Public Sector Governance**

**Typical requirements of the Framework Participant are likely to include:**

- Deep understanding and appreciation of public sector governance and governance challenges in a range of contexts, with historical and contextualised approaches. This includes an understanding of the technical, institutional and political economy dimensions of pro-poor public sector governance.
- Knowledge and experience of new approaches to public sector governance reform and practices from both developing and developed country contexts, including fragile states and state-building/peace-building contexts. This includes a nuanced understanding of reform processes specific to the public sector (e.g. rightsizing, alternative service delivery, public private partnerships, reform of intergovernmental arrangements).
- Broad understanding of different approaches to support reform including: institutional and organisational development approaches, systems reform, and change management processes, capacity development and capacity building approaches.
- Knowledge of differing forms of and support to decentralised governance including legislative frameworks and the capacity building of sub-national and local government institutions and the roles of civil society organisations in service delivery at local level.
- Understanding of the role of public service reform in building stability and links with local level peace-building.
- Understanding of prioritisation and sequencing of public sector governance reforms to deliver short-term results alongside long-term transformational change.
- Knowledge of and experience in applying diagnostic approaches to public sector governance.
- Understanding the issues of linkages to other sectors/areas both upstream (e.g. the macro-economy, taxation, public financial management, anti-corruption) and downstream (e.g. service delivery).

Experience in designing, managing, monitoring and evaluating programmes including:

- Centre of government capacities (e.g. policy, planning, managing for results, the effective functioning of the Cabinet and Prime Minister's / President's offices, inter-ministerial coordination mechanisms etc).

- Accountability/oversight mechanisms (e.g. accountability and oversight, service standards, audit functions, parliamentary committees, civil society organisations).
- Civil service cadre capacities (e.g. human resource management - recruitment, promotions, transfers, discipline, payroll, HR databases, reforms to pay and pensions etc - specific arrangements (as relevant) for senior civil servants; and gender equality throughout, including ability to recruit and retain women).
- Processes and structures for the development of inclusive policies and budgets, including the potential transformational impact on public governance of gender/social budgeting for reaching those more vulnerable in society.

### **Public Financial Management**

**Typical requirements of the Framework Participant may include:**

- **Support to improve Public Financial Management (PFM)** – requires an understanding of PFM and the wider governance context of which it forms a part, and of PFM reform, including its technical, institutional and political economy dimensions.
- **Support to PFM assessments including** an understanding of the Public Sector and Financial Accountability (PEFA) framework for assessing PFM, and experience in applying it, in addition to other diagnostic tools such as DFID Fiduciary Risk Assessments.
- **Experience in the design of PFM reform programmes and in supporting PFM reform**, including improving budget and expenditure management systems, implementing computerised Integrated Financial Management Information Systems (IFMIS) and strengthening controls and internal audit; and experience in reviewing and evaluating PFM reform programmes.
- **Support to improve the effectiveness of external audit** – requires and understanding of international audit standards and of international guidance produced by the International Organisation of Supreme Audit Institutions (INTOSAI); advising on the legal framework for the external audit function; assessment of the strengths and weaknesses of Supreme Audit Institutions (SAIs) and Public Accounts Committees (PACs); supporting SAIs and PACs and other related Parliamentary oversight committees to build their capacity and to work more effectively together; and supporting the development of links between SAIs and other accountability institutions.
- **Support to improve tax systems** – requires an understanding of tax policy issues and experience in addressing the sort of challenges in tax policy and administration facing developing countries; experience in improving institutional arrangements for tax administration (e.g. establishing or strengthening revenue authorities or other revenue agencies, re-organisation within agencies such as by establishing large taxpayer or other units); experience in improving systems, including computer based systems, and controls; experience in improving interaction between tax authorities and business/civil society; and an ability to help developing country tax authorities to benefit from international tax cooperation initiatives.

### **Anti-corruption and Serious Organised Crime**

**Typical requirements of the Framework Participant are likely to include:**

- **Strategic corruption assessments** - including identifying the profile and drivers of corruption in a country, assessments of the anti-corruption landscape, including of relevant national institutions and their inter-relationships, legal frameworks, and

assessments of the role and possible contributions to anti-corruption of other stakeholders outside government.

- **Design of anti-corruption strategies and programmes**, to include demonstrated capacity for design of both national and sub-national level programming, and for tailoring responses to specific contexts, in particular fragile states. Anti-corruption programmes may address for example, investigations and prosecutions of corruption, oversight of high risk/high spend government functions, or enforcement of corruption prevention systems.
- **Assessment and mitigation of corruption risk in specific sector programmes** - most likely including health, education, water/sanitation, natural resource management, construction, and customs & revenue.
- **Delivery / management of anti-corruption interventions**, which may include direct delivery of single project outputs or portfolio management of a suite of interventions being delivered through other suppliers. This may require dialogue and influencing with government and other stakeholders, or taking on a coordination role, as well as day-to-day programme management.
- **Anti-corruption monitoring and evaluation**, including annual and end-of-project reviews, and providing advice on, and developing, appropriate metrics both for enabling programmes to assess impact and progress of specific interventions and more generally metrics for measuring trends and trajectories on anti-corruption in a country.
- **Delivery of programmes (including Method & Evaluation(M & E)) that recognise and respond to the pervasive influence of both national and transnational manifestations of organised crime, including but not limited to:** Strengthening market institutions and improving regional cross-border cooperation to reduce illicit flows; Strengthening global financial service and international transportation regimes; Increasing prosecutions and recovery of profit/assets from criminal activities; Supporting communities to effectively respond and resist SOC; Increase pressure/ support to governance institutions to address SOC; including increasing media coverage of SOC; Initiatives that support partner countries and citizens to better protect themselves against varied forms of organised criminality, including organised migration crime and cybercrime.

Potential Framework Participants must demonstrate relevant skills and expertise in anti-corruption, and in particular practical experience in delivering analysis and/or programmes at country level. Demonstrated familiarity with the UN Convention Against Corruption (UNCAC) and other key international anti-corruption and illicit finance/anti-money laundering instruments is essential. Practical familiarity with cross-jurisdiction issues related to anti-corruption, such as international legal co-operation, anti-money laundering, asset recovery or international criminal investigations would be an advantage.

### **Security and Justice**

**Typical requirements of the Framework Participant are likely to include:**

- 'Best fit' solutions to security and justice challenges based on an understanding of the political and conflict dynamics of developing countries, the international policy architecture and wider UK interests and processes.

Design, implementation, monitoring and evaluation of:

- Programmes supporting the engagement and consultation of diverse groups (in particular marginalised and vulnerable such as women and girls, persons with disabilities) in dialogue on security and justice, supporting confidence building between the security and justice sectors and civil society.
- Programmes that help develop effective leadership and coordination of security and justice institutions; – including improved command and control at various operational levels.
- Programmes focussed on restructuring the security and justice sector or specific institutions and agencies, including programmes that can support the development of national security and justice policies and strategies, and the statutory and legal frameworks to address the security and justice needs of citizens and the state.
- Programmes that can support management capacity (e.g. HR, finance) of key relevant ministries and Security and Justice institutions (including core issue of payroll, payment systems, asset management systems; internal disciplinary procedures and mechanisms, etc.).
- Programmes strengthening linkages across the justice chain in addressing specific issues/problems – as well the connections with informal justice institutions or customary justice mechanisms.
- Programmes directed at enhancing and developing accountability as well as formal and informal oversight mechanisms and, to ensure that security and justice agencies meet expected standards of behaviour and performance, including the prevention of abuses and violations by personnel.
- Programmes that work to improve community security and access to justice in both urban and rural areas.
- Programmes supporting demobilisation, disarmament and reintegration of [former] combatants; or their integration/absorption into formal security institutions.
- Programmes that promote effective weapons and ammunition management systems
- Programmes to build the capacity of non-state justice forums (including the full spectrum of traditional and customary justice providers), and local justice facilitators (those individuals working with communities to provide legal aid, dispute resolution, para-legal or mediation services).
- Integrated efforts to prevent violence and crime, particularly in urban areas.
- Ability to work with non-state actors, including community security groups, traditional/customary justice authorities and those engaged in alternative dispute resolution.
- Ability to design and deliver programmes that are sensitive to the legal and human rights implications of supporting Security & Justice institutions and reforms, including constitutional and legislative issues.
- Capacity to deliver effective third party monitoring and risk management of security and justice programming – including in contexts where access is very limited.
- Ability to work with a range of X-HMG actors including DFID, as well as a capacity to work with a range of actors in Fragile and Conflict Affected States (FCAS) (e.g. think tanks and research institutions, media and civil society organisations).

## **Conflict Resolution and Peacebuilding**

### **Addressing legacies of armed conflict**

#### **Typical requirements of the Framework Participant are likely to include:**

- Programmes that are context sensitive, refrain from using a 'template' approach, while adapting best practices to culturally appropriate approaches to transitional justice, reconciliation, or addressing psychosocial trauma.
- Interventions that aim to support the implementation of the UN Principles for the Protection and Promotion of Human Rights through Action to Combat Impunity, namely the Right to Know, the Right to Reparations the Right to Justice and the Guarantee of Non-Recurrence.
- Programmes that address the impacts of conflict and political violence on individuals and communities, e.g. psychosocial support or trauma healing.
- Programmes that support reconciliation efforts on a local or national level.

#### **Conflict resolution mechanisms**

Designing, delivering / managing and monitoring/evaluating the following specific responses to conflict, including but not limited to:

- Stabilisation interventions in the immediate aftermath of violence that protect the means of survival, promote a political process to end violence, lay the right foundations for building longer term stability, and counter immediate threats to the UK.
- Processes for developing longer-term inclusive political settlements at both national and local levels, including the conflict sensitive management of state resources; improved social accountability and inclusion, the development of civil society and media.
- Peace processes, including ceasefires, mediation, peace agreements and reconciliation recognising and responding to the centrality of elite bargaining in these processes balanced with the needs for appropriate inclusion.
- Programmes aimed at preventing conflict, de-escalating violence, setting up early warning systems and mobilising actors to prevent violence.
- Programmes supporting a systematic and long-term investment in local, national, regional and international capacities to manage conflict and change peacefully.
- Interventions addressing intermediate factors that can support stability, e.g. reducing localised violence, building trust and changing attitudes, while indirectly influencing stability on a national/regional level.
- Interventions supporting conflict resolution mechanisms need to deliberately include women's perspectives and ensure that women can influence processes that end violent conflict.
- Interventions which provide context analysis and conflict sensitivity advice and support to national and international actors.

## Responding to Violent Extremism (VE)

### Typical requirements of the Framework Participant are likely to include:

- Capacity to analyse how VE groups act in wider conflict dynamics, in particular the way they instrumentalise conflict grievances and take advantage of weakened state-society relationship created by conflict.
- A strong demonstration and a clearly articulated strategy to deliver analysis and programming in a conflict-sensitive manner.
- Ability to assess, design, implement and monitor/evaluate:
- Economic, political and social empowerment programmes aimed at bringing marginalised and vulnerable groups. To strengthen agency and opportunity for individuals in excluded groups.
- Programmes that increase human security of groups at risk, both by holding governments and security and justice institutions to account as well as professionalising security and justice providers to respond to needs of relevant communities.

### Empowerment and Accountability

Work on **empowerment** and **accountability** encompasses interventions that enable poor people and marginalised groups to have the resources and capabilities to exercise greater choice and control over their own development and to hold decision-makers – including governments and service providers – to account. It assumes that inclusive, sustainable development requires actions to address power relations at all levels from households through to national political systems and the international drivers of elites' actions. Drawing on existing evidence and literature, we are developing an outline of the step changes that may lead to women and girls, boys and men exercising more choice and greater control over their own development.

Programme Delivery may be undertaken at different levels: **individual**, **community**, **national** and **international**. Strategies may involve working **holistically** across sectors, focusing on specific interventions within a sector, supporting **vertical links** between local and national and international levels, and **scaling up** small-scale initiatives.

In all cases, understanding and addressing **power relations** is central and may involve identifying grass roots organisations, 'champions of change', and potential political partners and coalitions that can help to build bridges between poor people, officials and political representatives. Donors are also increasingly looking at the **international drivers** of national elites' power. Addressing social norms at a community level is vital to this work, including issues of mobility, who is able to engage, who's voices are listened to and how.

### Typical requirements of the Framework Participant are likely to include:

- **Diagnosis of empowerment and accountability issues** –including: analysis of social, political-economy, gender and institutional barriers that prevent people from exercising greater choice and control over their own development and holding decision-makers to account; including social and gender norms that act as barriers; identification of possible entry points for action to build inclusive and legitimate state-society relations including grass roots organisations, women's organisations at all



levels from the grassroots to the national level, ‘champions of change’, and potential political partners and coalitions that can help to build bridges between poor people, (particularly those from marginalised groups – including people with disabilities); officials and political representatives, and help bring women’s voices and concerns to decision makers through increasing women’s leadership and participation –special attention to be given to youth, women and other disempowered populations.

- **Design of empowerment and accountability strategies and programmes** at national and sub national level programming, tailored to specific contexts, in particular fragile states. Empowerment and accountability programmes may include but are not limited to:
  - Funds, capacity building and technical support to a range of civil society and other accountability organisations to enable them to monitor and engage in decision-making processes including local and national policy processes and budget allocation and implementation – ensuring that such resources are used to increase women’s proportional engagement in local and national decision-making and policy –in particular, youth women and other disempowered groups.
  - Working through informal and formal community level structures to address barriers to empowerment such as norms and practices that sanction or fail to address violence against girls and women, prevent them from inheriting and owning property and land, or exclude them from participating in public life including employment, political representation etc.
  - Supporting access to and use of ICT to enhance accountability, for example through use of text messaging and the internet to report and share information on the delivery of services or elections.
  - Supporting social accountability processes including use of citizens’ report cards, citizens’ juries and social audits.
  - Supporting poor people’s access to information about services, rights and entitlements through, for example, right to information legislation and support to local and national media.
  - Building coalitions of change (including elites) across private, public and voluntary sectors that are broadly representative of society, including gender balanced representation.
  - Programmes that address the broader enabling environment in order to strengthen legitimacy of public institutions and enable more inclusive political settlements.
  - Programmes that address the broader enabling environment for gender equality and delivering results for girls and women. This includes legal frameworks; public policies, gender norms and attitudes, women’s visible and leadership roles within public institutions in both senior and frontline positions, multi-sectoral strategies, policies and programmes for gender equality and for investment in girls and women etc.
- **Assessment and design of tailored empowerment and accountability support in specific sector programmes** – for example supporting community management and monitoring of services for the provision of: health, education, water/sanitation, social cash transfers and management of natural resources.
- **Delivery / management of empowerment and accountability interventions** - including direct delivery of single project outputs or portfolio management of a suite of interventions being delivered through other suppliers. This may require dialogue and influencing with government and other stakeholders, or taking on a coordination role, as well as day-to-day programme management.

- **Empowerment and accountability monitoring and evaluation** including annual and end-of-project reviews, providing advice on developing appropriate indicators and using a range of quantitative and qualitative methods both for enabling programmes to assess impact and progress of specific interventions and for measuring trends and trajectories on empowerment and accountability in a country. Also includes collection of gender and disability disaggregated data, and specific indicators on results delivered for women and girls e.g. on women's empowerment, women's experience of public institutions etc. Including monitoring and evaluation for girls and women.

Framework Participants may be asked to carry out more than one of the above tasks in relation to a specific contract.

In addition to skills and experience across empowerment and accountability. It is important that bidders are able to:

- Demonstrate responsiveness to context: skills and experience in carrying out country (or regional) political and social analysis to inform programme identification, design and implementation –including on gender and exclusion.
- Technical capacity and experience of analysis of power relations, exclusion and stakeholder analysis across multiple contexts and actors.
- Work effectively with diverse stakeholders to implement programmes.
- Demonstrate political sensitivity and diplomacy.
- Robust monitoring and evaluation methods, well documented and disseminated to contribute to evidence and lesson learning.
- Demonstrate skills in effective communication strategies for programmes.
- Demonstrate skills in community level action to tackle inequality and exclusion, including gender-based and its manifestations.

## EDUCATION

**Lots 3 (low value contracts up to £3 million) and 13 (high value contracts £3-12 million)**

FRAMEWORK PARTICIPANTS ARE NOT REQUIRED TO BE ABLE TO DELIVER EVERY ASPECT OF THIS THEMATIC AREA IN ORDER TO TENDER FOR THIS LOT. PLEASE COMPLETE THE THEMATIC AREA MATRIX TO INDICATE DELIVERY CAPABILITY.

THIS LOT INCLUDES BUT IS NOT LIMITED TO THE DESIGN, DEVELOPMENT AND DELIVERY OF PROGRAMMES AND ASSOCIATED GOODS AND EQUIPMENT WHERE REQUIRED.

Cross Cutting Requirements paragraphs 55-64 inclusive apply to all Terms of Reference Thematic areas within this Framework Agreement.

### **Introduction**

DFID has recently launched a new Education Policy: -



DFID-Education-Policy-2018a.pdf

The Policy sets out the DFID's priorities in policy and programming within the sector going forward.

Education systems in developing countries have expanded schooling at an impressive rate in recent decades, but there is now an urgent need to drive up quality and learning. Over 90 percent of primary-age children in low-income countries and 75 percent of children in lower-middle income countries – more than 330 million children – are not expected to read or do basic maths by the end of primary school. Education systems in many developing and conflict-affected countries do not incentivise progress on basic literacy and numeracy.

Domestic finance is heavily skewed towards higher levels of education. On average, 46 percent of public education resources in low-income countries are allocated to the 10 percent most educated students. Often, curricula are aimed at high performers, textbooks are too difficult for most children to read and exams only test higher levels of learning. Schools and teachers are frequently judged on how many children pass these high-level exams, rather than how many children achieve basic literacy and numeracy.

DFID's response will focus on tackling the learning crisis at its root by supporting children to learn the basics of literacy and numeracy, as well as transferable skills. This will be our main contribution to achieving the vision set out in Sustainable Development Goal 4 (Quality Education) of inclusive and equitable quality education and lifelong opportunities for all. We call on all countries facing a shortfall here to take urgent action, ensuring that poor and marginalised children – who face the greatest challenges – are not left behind.

The priorities identified in the Policy are (i) Invest in good teaching, (ii) Back system reform which delivers results in the classroom: To give teachers the best chance of success, we will support complementary education system reform across public and non-state sectors which helps make education systems more accountable, effective and inclusive. (iii) Step up targeted support to the most marginalised: Alongside investments to improve the overall quality of education, we will continue to help some of the world's most marginalised children to learn, focusing on three priority groups. We will show new global leadership on education for **children with disabilities**, ensuring that larger numbers can transition into mainstream education and learn. We will support **children affected by crises** to continue to learn during

long periods of disruption through multi-year investments in quality, safe education, calling on others to join us. We will maintain our commitment to improving the future prospects of **hard-to-reach girls**, supporting them to complete 12 years of quality education and learning wherever possible.

### **Scope**

Offer technical advice and expertise to inform and shape policy, strategic planning, business case design, programme implementation and M&E.

Manage the development and implementation of programmes at country, regional and international level.

DFID will therefore be particularly looking for suppliers who can evidence specialist skills in:

#### **1) Supporting education system strengthening** in particular to deliver:

- Teacher recruitment, training and management
- School Leadership
- Improved access and learning for children with disabilities
- Improved access and learning for marginalised girls
- Expansion of pre-primary and early childhood development
- Learning assessments and curriculum/examination reform
- Safeguarding and prevention of gender based violence
- Public private partnerships
- Data and data collection in the education sector
- Accountability mechanisms in the education sector
- Financial management and oversight within the education sector

#### **2) Delivery of education opportunities in protracted crises and emergency and refugee contexts**

Rapid response in delivering Education in Emergencies interventions including all the headings under point 1 but in crisis and conflict settings. In addition:

- Establishing and managing child friendly spaces;
- Delivering non-formal education classes, and linking to national or global accelerated learning curricula and approaches;
- Child protection;
- Delivering psychosocial support to affected children in formal and non-formal education settings;
- Conducting relevant assessments including Rapid Education Results Assessments (RERA);
- Conducting research and Method & Evaluation on access and quality of learning in crisis and conflict settings;
- Teacher recruitment, training and management for unqualified teachers from affected communities;
- Supporting teachers affected by trauma or with psychosocial needs;
- Using digital technologies to enhance education in C&C;
- Monitoring, evaluation and co-ordination in Cluster contexts;
- Education in refugee settings, including integration with host community systems.
- Adapting educational programming to mobile populations

#### **3) Delivery of high quality education research**

Support DFID's efforts to remain a global thought leader on education, through the generation, dissemination and application of world class research. We seek suppliers who can support the procurement and management of research programmes which are:

- Policy relevant: embedded in country realities and supporting policy change that will lead to large scale and dramatic improvements in education outcomes;
- Raising the rigour: catalysing bold multi-disciplinary research partnerships and producing research that is published in top academic journals;
- A step ahead: asking questions that tomorrow's policy makers will need answers to.

#### **4) Youth, vocational and life skills programming.**

Seek suppliers who can empower and support young people to make the transition into decent work, including addressing the social and gender norms that can act as a glass ceiling preventing girls, women and marginalised groups from engaging

- Effective soft skills and self-efficacy training
- Holistic youth empowerment programming
- Delivery of market relevant technical skills training
- Information and employer networking platforms
- Mentoring models
- Access to finance support
- Start-up capital funding oversight
- Institutional capacity building
- Enhancing safeguarding mechanisms
- Youth led accountability interventions
- Youth participation and youth-led programming

## **HUMAN DEVELOPMENT INCLUDING HEALTH, NUTRITION AND WASH**

**Lots 4 (low value contracts up to £3 million) and 14 (high value contracts £3-12 million)**

FRAMEWORK PARTICIPANTS ARE NOT REQUIRED TO BE ABLE TO DELIVER EVERY ASPECT OF THIS THEMATIC AREA IN ORDER TO TENDER FOR THIS LOT. PLEASE COMPLETE THE THEMATIC AREA MATRIX TO INDICATE DELIVERY CAPABILITY.

THIS LOT INCLUDES BUT IS NOT LIMITED TO THE DESIGN, DEVELOPMENT AND DELIVERY OF PROGRAMMES AND ASSOCIATED GOODS AND EQUIPMENT WHERE REQUIRED.

Cross Cutting Requirements paragraphs 55-64 inclusive apply to all Terms of Reference Thematic areas within this Framework Agreement.

### **Introduction**

Human development improvements are essential to enable the poorest people in the poorest countries - especially those affected by conflict and fragility – to achieve their full potential. These two lots (4 and 14) encompass the health, water, sanitation and hygiene and nutrition aspects of human development.

While recent decades have seen excellent progress in some areas of global health and human development, significant challenges remain to: improve maternal, newborn, child and adolescent health (MNCAH) (including sexual and reproductive health and rights (SRHR)), reduce the impact of communicable disease and prevent the spread of anti-microbial resistance.

Achieving Global Goal 3 “to ensure healthy lives and promote wellbeing for all at all ages” is at the heart of DFID’s work, it is essential for addressing extreme poverty and is a high priority for DFID. Better health, nutrition, and access to WASH services are valuable in their own right and contribute to prosperity and stability. Tackling infectious diseases protects the UK and UK interests overseas.

### **Scope**

Offer technical advice and expertise to inform and shape policy, strategic planning, business case design, programme implementation and M&E.

Manage the development and implementation of programmes at country, regional and international level.

DFID has three priority objectives in health:

- Directly addressing key diseases and health needs including: malaria, HIV, TB, neglected tropical diseases, nutrition, family planning, saving lives of children and mothers and SRHR.
- Helping countries build stronger, more resilient health systems. Also consideration of environmental impacts on health and animal human health interface (zoonotic disease).
- Tackling threats to global health security including infectious disease outbreaks and antimicrobial resistance (for example disease becoming resistant to drug treatments).

In addition, two cross-cutting areas of work underpin delivery of these objectives:

- Strengthening the international system, especially through reform of the World Health Organisation (WHO).
- World-leading research, including product development, and innovative partnerships to make medicines and other health products affordable and available.

DFID's work in Sexual and Reproductive Health and Rights (SRHR) includes the financing, development, delivery and monitoring and evaluation of comprehensive sexual and reproductive health and rights policy and programmes.

On SRHR the Framework Participant is expected to bridge health, education and social development to support DFID to drive the delivery of integrated rights-based approaches to promote voluntary family planning as part of a comprehensive approach to SRHR for all groups, including adolescents and women and girls in humanitarian context. We expect Framework Participants to adopt and use the 2018 Guttmacher-Lancet [https://www.thelancet.com/journals/lancet/article/PIIS0140-6736\(18\)30293-9/fulltext](https://www.thelancet.com/journals/lancet/article/PIIS0140-6736(18)30293-9/fulltext) definition of comprehensive SRHR. From a policy perspective, it includes understanding how SRHR fits within the wider global political landscape including the re-enactment and expansion of the Mexico City Policy and renewed interest in population demographics and demographic transitions.

- Water, Sanitation and Hygiene (WASH) is also a major contributor to human development with diarrhoeal disease the fourth leading cause of mortality in children under 5 years. Poor WASH is also associated with chronic malnutrition and the threat of anti-microbial resistance. The benefits of WASH extend far beyond public health. Water is essential for prosperity and economic development; WASH underpins DFID's work on gender equity and inclusion and on climate change and environmental protection. WASH is a major focus of humanitarian efforts, and our work to build resilience and promote stability.
- There is still a huge amount to do to meet the Global Goal 6 which calls for universal access to water and sanitation by 2030, with targets on drinking water and sanitation. The main policy priority for DFID relates to meeting the UK Aid strategy target of reaching 60 million people with access to sustainable WASH services by 2020 including behaviour change. DFID works closely with other government departments to ensure that there is a coherent domestic and international approach to SDG 6.
- Poor nutrition has a major impact on physical and cognitive development, which undermines health and education outcomes. Poorly nourished women give birth to undernourished babies perpetuating a cycle of poverty and deprivation. Undernutrition is a major challenge to human development and economic growth of developing countries. The scale of the challenge is significant with too few countries on track to meet Sustainable Development Goal 2 by 2030.
- DFID's Nutrition Position Paper (published October 2017) [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/652122/nutrition-paper-2017a.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/652122/nutrition-paper-2017a.pdf) sets out our policy objectives up to 2020. DFID mainly works on undernutrition, particularly stunting and wasting.

- DFID's ambition includes reaching 50 million women, adolescent girls and children under-5 with nutrition services and delivering the UK's Nutrition for Growth commitment to increase nutrition spending by 2020. In addition, DFID is scoping work with the private sector on nutrition to support investment and innovation in low income markets to increase affordability of nutritious foods and to support a sharper focus on nutrition in economic development programmes.
- Delivering Human Development including health, nutrition and WASH for DFID and OGDs necessitates deep and practical understanding and experience of data and trends, the global health (and related) architecture, financing, health systems strengthening including working with and through the not for profit and for profit non-state sectors, SRHR and MNCAH service delivery, the delivery of quality, rights-based services, and how to effectively increase demand for services, including through working on behaviour change and social norms.

**Typical requirements of the Framework Participant are likely to include:**

- Technical expertise and management capability for programme design, delivery and support across each and all the domains of human development set out above.
- Strengthening data systems for and monitoring of results (including third party monitoring).
- Evaluating interventions and programmes.
- Synthesising programme learning and its dissemination to DFID and other stakeholders.
- Commissioning and managing including implementation research.
- Overseeing the delivery of sustainable infrastructure human development for example water supply and clinics.



## HUMANITARIAN

**Lots 5 (low value contracts up to £3 million) and 15 (high value contracts £3-12 million)**

### **Strengthening humanitarian delivery, reform, crisis response and resilience**

FRAMEWORK PARTICIPANTS ARE NOT REQUIRED TO BE ABLE TO DELIVER EVERY ASPECT OF THIS THEMATIC AREA IN ORDER TO TENDER FOR THIS LOT. PLEASE COMPLETE THE THEMATIC AREA MATRIX TO INDICATE DELIVERY CAPABILITY

THIS LOT INCLUDES BUT IS NOT LIMITED TO THE DESIGN, DEVELOPMENT AND DELIVERY OF PROGRAMMES AND ASSOCIATED GOODS AND EQUIPMENT WHERE REQUIRED.

Cross Cutting Requirements paragraphs 55-64 inclusive apply to all Terms of Reference Thematic areas within this Framework Agreement.

### **Introduction**

**The UK Government [Humanitarian Reform Policy](#) sets out commitments and objectives in responding and reducing crises. This includes:**

- Protecting people in crises: upholding humanitarian norms and principles
- World class UK response to rapid-onset disasters
- Managing risk better - investing in preparedness and resilience
- A new approach to protracted crises: investing in the future
- Improving the international humanitarian system

**This will involve working in a range of country contexts, including those** in or at risk of sudden onset or recurring disasters, but most frequently in or at risk of protracted crises - including conflicts and forced displacement in both rural and more urban environments.

### **Scope**

Offer technical advice and expertise to inform and shape policy, strategic planning, business case design, programme implementation and M&E.

Manage the development and implementation of programmes at country, regional and international level.

Historically DFID has used and anticipates continuing to use humanitarian multilateral, civil society and Red Cross delivery actors and existing agreement methods (for example Memorandum of Understanding (MOUs) and grant agreements for a proportion of aid delivery. Having access to a pre-qualified range of suppliers with direct Call down or short mini-competition will give the Humanitarian teams more options on approach to market alongside other contract vehicles. We do not envisage this framework conflicting with these pre-existing arrangements but rather to compliment through access to specific capacity including to support the delivery of UK Aid programmes.

Typical requirements of the Framework Participant are likely to include:

1) **Humanitarian:**

**Design, delivery and monitoring of humanitarian response interventions across potential key areas in line with the UK humanitarian reform policy, including:**

- **Monitoring, evaluation and learning facilities (MEAL)** which support adaptive programming, assurance (e.g. risk management and third party monitoring) and accountability (e.g. MESH in Somalia; ELFSS in South South Sudan).
- **Commissioning and management of research:** including operational research of new or ongoing activities to expand the evidence base and contribute to adaptive programming.
- **Delivery of programmes that support specific humanitarian delivery and reform policy objectives** (including grand bargain commitments), including for example: policy analysis (e.g. Policy Implementation Facility in Nepal); capacity support to national or civil society partners; fund management of small pooled financing facilities; accountability to affected populations (e.g. Somalia call centre and post distribution monitoring); conflict sensitivity facilities (e.g. South Sudan Conflict Sensitivity Research facility); other technical assistance facilities (e.g. refugee livelihoods and resilience; or on the use of social protection approaches in crises); other knowledge management or learning facilities at country, regional or global levels.
- **Activities which aim to reduce the risk from landmines, explosive remnants of war (ERW) and improvised explosive devices (IEDs)** to a level where people can live safely and in which economic, social and health development can occur free from the constraints imposed by landmine, IED and ERW contamination. Activities include mine risk education; technical and non-technical survey; and removal of landmines, ERW and IEDs.
- Support to **effective humanitarian response and preparedness programmes** in contexts of sudden onset emergencies, recurring shocks, protracted conflicts or forced displacement. This **may include interventions that assess and/or provide assistance and monitoring multi sectoral or in key sectors** such as: cash programming<sup>1</sup>; linking humanitarian and social protection in crises; markets in crisis; humanitarian information management and mapping; telecommunications; assistance to the forcibly displaced, including refugees and internally displaced person (IDP) and vulnerable persons on the move responding to any assessed humanitarian impacts of migration; health; nutrition; water, sanitation and hygiene (WASH); food security; livelihoods; logistics; non-food items and shelter; partner staff safety and security; protection; ( including safeguarding and SGBV) education, resilience and longer term delivery approaches in protracted crisis.
- Suppliers of such requirements would need to articulate how humanitarian principles (including impartiality, neutrality and independence) would be considered and

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<sup>1</sup> Key functions in cash programmes could be divided in the following way: a) Management and governance for all functions; b) Assessment of vulnerability and needs; c) Community engagement (identification of recipients, verification, progress monitoring, and referrals); d) Payment; e) independent M&E and feedback mechanisms. The supplier might be requested to offer solutions for: i) all functions and ii) each individual option.

safeguarded by any actors involved in providing services through this Lot and where appropriate a commitment to operationally operate according to such principles and humanitarian standards.

- Suppliers would also need to show an appreciation of, and willingness to engage as appropriate with, established humanitarian coordination structures especially at Call down levels.

**2) Design, delivery and monitoring of risk informed development investments across key sectors (including health, nutrition, social protection, education, food security, livelihoods, private sector and infrastructure)** that maintain basic services, markets and build resilience in a range of crisis risk contexts, from the more stable, to those in protracted crises (including in the most FCAS and those States impacted by protracted forced displacement). Including programmes which may support:

- Hazard and risk analysis and early warning.
- Disaster management reform, governance and delivery.
- Responding to chronic needs: layering in development approaches which can reduce the underlying caseload which can only be met by humanitarian approaches.
- Risk informed investments: to mitigate the impacts of climate, conflict and other hazards, shocks and stresses.
- Activities which support the maintenance of markets in anticipation of or during crises.
- Shock response: Preparing and responding more effectively to recurrent, seasonal, other shocks and crisis needs, where possible through predictable pre-agreed instruments that support response and recovery (e.g. use of social protection systems or approaches to deliver assistance in crises).
- Risk financing: scaling up programmes which support risk and contingency financing, insurance (e.g. sovereign, index linked, etc) and maximise initial investments supported through the Disaster Protection Centre (see below)

**Typical requirements of the Framework Participant are likely to include:**

- Analysis and the formulation of policies and strategies for humanitarian, crisis response and resilience working with government at different levels, humanitarian and development agencies, non-governmental organisations/civil society, research organisations, and academics.
- Identification, design, commissioning and monitoring the implementation and impact of projects, programmes and policies.
- Delivery/management of interventions - the management function, which may include direct delivery of single project outputs or portfolio management of a suite of interventions being delivered through other Framework Participants. This may require dialogue and influencing with government, humanitarian and development agencies and other stakeholders, or taking on a coordination role, as well as day-to-day programme management.
- Research and evidence on most effective ways for development partners to meet humanitarian objectives.

# INFRASTRUCTURE

**Lots 6 (low value contracts up to £3 million) and 16 (high value contracts £3-12 million)**

FRAMEWORK PARTICIPANTS ARE NOT REQUIRED TO BE ABLE TO DELIVER EVERY ASPECT OF THIS THEMATIC AREA IN ORDER TO TENDER FOR THIS LOT. PLEASE COMPLETE THE THEMATIC AREA MATRIX TO INDICATE DELIVERY CAPABILITY.

THIS LOT INCLUDES BUT IS NOT LIMITED TO THE DESIGN, DEVELOPMENT AND DELIVERY OF PROGRAMMES AND ASSOCIATED GOODS AND EQUIPMENT WHERE REQUIRED.

Cross Cutting Requirements paragraphs 55-64 inclusive apply to all Terms of Reference Thematic areas within this Framework Agreement.

## **Introduction**

Infrastructure development is critical to delivering growth, reducing poverty and addressing broader development goals. Public works programmes are an important way in which to create jobs and wealth. Lack of access to basic infrastructure services continues to undermine people's lives in low-income countries (LICs) and some middle-income countries (MICs). Aspirations for growth are fuelling the expansion of infrastructure networks across countries.

Sustainable infrastructure development (from initial conception through design, construction and implementation, operation and maintenance, service delivery as well as rehabilitation, reconstruction, change of use and in some cases de-commissioning) can have both positive and negative effects. DFID's engagement in infrastructure aims to maximise the positive and minimise the negative effects; safeguarding is a high priority.

DFID engagement in infrastructure spans many sectors with many purposes. Infrastructure sectors with particular relevance to economic development are: energy (including low carbon), urban development, transport, information and communication technologies (ICT), agriculture (including irrigation), water resources management and water and sanitation.

Across all sectors a number of cross-cutting themes may require to be addressed at Call down level, including:

- Infrastructure governance including project preparation, financing, private sector participation, transparency.
- Social issues such as gender, youth, pro-poor access, inclusion, disability.
- Humanitarian responses and response to shocks.
- Climate change mitigation and adaptation, and resilience.
- Landscape level planning and assessment including green corridors.
- Measures to avoid corruption, procurement, capacity development and institutional reform.
- Ensuring adequate safeguards are applied and met.

New technologies, materials, digital techniques, use of data, universal design principles and Smart Construction need to be considered and incorporated where value for money can be demonstrated. Interdependencies between infrastructure sectors need to be recognised and

addressed - by not tackling sub-sectors in isolation. Infrastructure development also draws down the earth's resources in significant ways for construction material so environmental considerations are important.

### **Scope**

Offer technical advice and expertise to inform and shape policy, strategic planning, business case design, programme implementation and M&E.

Manage the development and implementation of programmes at country, regional and international level.

The infrastructure sector can be considered in sub-categories in a number of ways - by sector, by stage of development or by issue – depending upon the nature of the programme. For the purposes of this ToR the following sectors are described but are not exclusive to other related infrastructure sectors.

Infrastructure sectors in which DFID may require design, programme delivery and support include:

- **Energy** - expansion of energy access delivers many benefits that underpin growth and productivity as well as social goals. For many of the countries of Africa, the provision of reliable and affordable power will mean enhanced regional connectivity and may involve both grid and off-grid solutions. Low carbon energy sources and renewables are increasingly important and may be able to attract carbon finance, but their integration into the grid can reduce network stability unless effectively managed. Alongside supply side measures it is necessary to consider demand management and energy efficiency. Reform of the energy sector may be necessary including the separation of production and distribution roles and the establishment of an effective regulator. Particular attention must be given to tariff setting and the legislative framework. Energy sector work may also include solar systems and battery power/microgrid storage systems for reliable and renewable power. Also, appliance efficiency and household energy use such as through improved cook-stoves as well as giving consideration for a future energy mix including non-oil based transport.
- **Urban Development** - urban centres are important as generators of wealth and as centres of productivity, and the process of urbanisation is key to regional and national economic transformation. However, without adequate attention to policy and planning, the urban poor are left unable to access basic services, jobs, adequate housing or secure tenure. DFID works to strengthen the partners involved in urban governance and the delivery of services and affordable housing. This is through enhancing local authority capacity to plan effectively for future growth and climate adaptation, as well as leveraging finance to deliver sustainable integrated urban development which is inclusive of the poor. Ensuring that municipal plans integrate informal settlements (slums) through upgrading processes and formal recognition of land rights, as well as improving delivery mechanisms is important. Strengthening the construction and professional design sectors is needed. The financing of urban programmes presents specific challenges that may include accessing finance at a sub-national level.
- **Transport** – transport, using a variety of methods such as road, rail, water and air can greatly improve connectivity, facilitating trade and access to markets. Transport corridors can be developed as a specific approach to economic development and can deliver huge benefits for example for landlocked countries and for enhanced regional integration. Effective corridors will combine hard infrastructure improvements with

improved border crossing procedures and transit arrangements. Transport corridors may be promoted by the private sector for the export of natural resources or similar products but it is important to ensure public and private benefits are integrated, social accountability and public benefits are mainstreamed and adequate provision for operation and maintenance costs are made in all projects. From an urban perspective, if cities are to serve as engines of growth and productivity, transport is a major integrating factor. Effective urban transport systems provide access to workplaces, markets, education, healthcare and recreation, supporting the social and economic mobility of the urban population, who are expected to constitute 70% of the global population by 2050<sup>2</sup>. Therefore, sustainable, accessible, pro-poor, integrated urban transport and land use planning systems are important. The climatic and environmental footprints of transport are huge, accounting for 20% of global CO<sub>2</sub> emissions, 60% of global oil consumption and 27% of energy use<sup>3</sup>. Integrating safe and efficient low carbon transport systems as vital components of urban spatial planning and development is also important for enhancing human health and well-being and mitigating anthropogenic greenhouse gas emissions.

- **Rural Roads** - Rural roads have the potential for large development impacts, enabling farmers to access markets and services and facilitating increased connectivity with urban and other centres. Many of the countries in which DFID works have very low rural road densities. Solutions will require consideration of the most appropriate form of construction, using universal design principles, the means of operation and maintenance and the potential for community involvement. Resilience is a key consideration in the light of changing weather patterns likely to result from climate change. Commodity storage facilities accessible to these transport networks may also be required. The importance of women to the rural social setting and economy cannot be overstated; therefore, development of rural transport systems that are convenient, affordable and appropriate for women should be prioritised. In some geographies foot-bridges can be as important as vehicular access.
- **ICT** - ICT is already delivering many benefits and enabling the adoption of innovative new approaches. To ensure that these benefits are available widely and serve the whole population it is important to ensure there is wide network coverage both of broadband and mobile networks and that pro-poor access is facilitated. This will require cooperation between the private and public sectors, fully utilising private sector enterprise within an appropriate policy environment.
- **Water Management** – The management of water resources for domestic consumption, agriculture and other productive uses may require the development of storage, retention, distribution and irrigation structures. These can take a large variety of forms from small check dams to large structures with associated distribution networks. Ensuring that such structures are constructed with appropriate safeguards for the environment and for people is a major design challenge. Climate change must be considered.

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<sup>2</sup> World Health Organisation, Global Health Observatory. 2014. "Urban Population Growth". Available at: [http://www.who.int/gho/urban\\_health/situation\\_trends/urban\\_population\\_growth\\_text/en/](http://www.who.int/gho/urban_health/situation_trends/urban_population_growth_text/en/)

<sup>3</sup> <http://mirror.unhabitat.org/pmss/listItemDetails.aspx?publicationID=3503> Page viii

International Energy Agency, 2013 Key World Energy Statistics. Page 33, available at [http://www.iea.org/publications/freepublications/publication/KeyWorld2013\\_FINAL\\_WEB.pdf](http://www.iea.org/publications/freepublications/publication/KeyWorld2013_FINAL_WEB.pdf)

- **Water and Sanitation** – access to clean water and safe sanitation is key to helping people live healthy productive lives and is a priority for DFID. Although UN monitoring has shown that there has been good progress against the water and sanitation, significant challenges remain, including how to reach populations currently un-served, how to deliver services to the urban poor and how to ensure that improvements are sustained and climate resilient. At a household level, insufficient provision of water and sanitation also creates a significant time burden which predominantly falls on women. Hygiene promotion is an essential ingredient in WASH.
- **Waste Management** – liquid and solid waste management, including toxic waste as well as drainage is needed, not only to tackle immediate problems from urban and industrial development but also to enable adequate land use and management to meet the needs of growing economies. Releasing areas in cities that are currently used for low-value purposes can support local economic development, making use of brown-field sites with appropriate policies and environmental regulation can have benefits. Moves to circular economies and efficient material and energy resource use in the construction sector are emerging strongly.
- **Infrastructure Development/Safeguarding social change** – construction-based short-term communities with distinct social dynamics. They can also (depending on location) lead to increased pollution, ecosystems impact and increased poaching. Conversely, they present economic opportunities; an environmental remediation component (for example air cleaning, bioremediation, etc.) Post conflict reconstruction and cultural identity, or disability access.

## **LIVELIHOODS**

**Lots 7 (low value contracts up to £3 million) and 17 (high value contracts £3-12 million)**

FRAMEWORK PARTICIPANTS ARE NOT REQUIRED TO BE ABLE TO DELIVER EVERY ASPECT OF THIS THEMATIC AREA IN ORDER TO TENDER FOR THIS LOT. PLEASE COMPLETE THE THEMATIC AREA MATRIX TO INDICATE DELIVERY CAPABILITY.

THIS LOT INCLUDES BUT IS NOT LIMITED TO THE DESIGN, DEVELOPMENT AND DELIVERY OF PROGRAMMES AND ASSOCIATED GOODS AND EQUIPMENT WHERE REQUIRED.

Cross Cutting Requirements paragraphs 55-64 inclusive apply to all Terms of Reference Thematic areas within this Framework Agreement.

### **Introduction**

More than three quarters of people living in extreme poverty are in rural areas and nearly two thirds earn a living from agriculture. Agriculture is also a holding strategy during conflict and other crises and is often the main economic opportunity to help countries recover and develop.

A long-term perspective on agriculture and the rural economy is based on the assumption that successful economic transformation will eventually lead to the majority of the rural poor finding productive and better paid jobs outside primary agricultural production. The transition from primary agriculture to other economic activities and sectors is complex and prolonged. It will not happen within just a few years. Women and men, young and old, people with disabilities will move at different rates from full-time to part-time farming, from self-employed to formal jobs and from rural to urban areas. DFID's [Agriculture Policy Framework](#) sets out how we will take an increasingly commercial approach to agriculture to help deliver the Global Goals on sustainable development particularly on hunger, incomes, poverty, gender, growth and climate change.

Transformational change is taking place in market, governance and climate systems. Ensuring the poor and vulnerable benefit from this change; from the development of inclusive economic growth, responsible investments, the harnessing of innovative technology and changing social norms in the context of future uncertainty; ensuring sustainable livelihoods and decent jobs for the rural and urban poor are developed in a range of country contexts, including those where development is leading to greater opportunities for prosperity as well as those experiencing crises of a protracted nature – are important to enable the poor and vulnerable to take steps towards prosperity and ensure they are not left behind.

### **Scope**

Offer technical advice and expertise to inform and shape policy, strategic planning, business case design, programme implementation and M&E.

Manage the development and implementation of programmes at country, regional and international level.



**Typical requirements of the Framework Participant are likely to include:**

- **Development and transformation of an inclusive agriculture and agri-food sector and other land-based sectors.** This includes developing a dynamic and sustainable agri-food sector in the context of changing food systems, a changing climate and impact on global and local food security; the impact on human and animal health from changes in agricultural practices and systems (for example, anti-microbial resistance; zoonotic diseases; foodborne diseases.). Promoting responsible trade and investment, including in relation to property rights, value chains free from exploitation, climate resilience, natural resource use (including sustainable mining) and eco-systems services; harnessing innovative research and technology to spread opportunity and transformation at scale; creating inclusive markets and decent job and earning opportunities in the agriculture sector (including aquaculture, livestock, forestry, fisheries and food) from primary production to the food industry, including for the poor, and to deliver safe, healthy and nutritious diets for all.
- **Building resilience and managing risks to increasing uncertainty, changing systems and a range of shocks.** This may include climatic and natural resource; economic; health, agriculture and nutrition (local and global risks) and conflict shocks, often protracted in nature. Expertise in developing risk informed policies and investments – in stable, growing economies and in fragile, protracted crises and refugee settings. This is likely to require adaptive and innovative approaches to keep markets accessible and livelihoods active in crises of a protracted nature and in humanitarian contexts; preventing displacement due to governance failures, loss of productive assets or natural disasters; the role of migration in household economic diversification; influencing policy contexts and building capabilities for refugees and Internally Displaced People to maintain livelihoods and self-reliance; balancing approaches that meet humanitarian need for social protection for vulnerable populations whilst pursuing approaches and new instruments that reduce vulnerability and sustain graduation out of poverty.
- **Informing and supporting the transition and transformation of systems and society.**

Expertise in applying evidence-based approaches and interventions that address the multi-dimensional and intersecting causes and consequences of hunger and all forms of malnutrition (including the social and cultural dimensions)

- **Resource based urban development.**

Developing partnerships, influencing policies and designing investments and interventions, including using innovative technology, that facilitate positive change in practices, behaviours and the nature and quality of diets; anticipating and responding to need related to the current and future scale of all forms of malnutrition and future implications for populations, health systems and economic productivity.

Developing effective, evidence-based nutrition-specific and nutrition-sensitive strategies, policies and interventions that complement and are complemented by wider development, research and capacity-building initiatives, and in the context of wider health and food systems.

- **Informing and developing responses to the transition and transformation of systems and society.**

Requirements are likely to include (not limited to) abilities to support acceleration of equitable, sustainable structural transformations and to inform and develop anticipatory interventions as well as responses to address the risks and opportunities associated with the issues outlined above and the following:

- Change in the structure of economies, particularly changes in the rural-urban interface, transformation of rural economies, significant shifts in the long term sustainability of people's livelihoods and opportunities and the impacts of this change on women and girls.
- Change in the nature of jobs and alternative/additional livelihoods, earning opportunities, labour demands and practices; the challenges and opportunities of capability demands from these changes; knowledge of and how to address the economic drivers and opportunities of migration; in the context of opportunities and challenges of digital connectivity and in the context of changing roles for women and girls.
- Change in demographics, influence of youth aspiration and impact of changing employment opportunities in developing economies; understanding how global mobility is affecting aspirations and how these are met (including potential vulnerabilities due to trafficking, smuggling and corruption); the scale of human flows (regular and irregular migration) in relation to both opportunity and shocks, for example: regional economic opportunities; climate variability and other shocks.
- Changes required in the nature of the built environment and infrastructure services – to build resilient urban infrastructure and services that facilitate resilient societies and livelihoods; meeting growing and changing demand for those services, including as a result of crises, and changes in projections of future demand.
- Changes in labour market demands and how to model these; use market analysis including participatory approaches; skills development that meets market realities; supporting creation of apprenticeship programmes; identifying novel entry points in livelihoods interventions to bundle economic and social services.

**Typical requirements of the Framework Participant are likely to include:**

- Technical expertise for the analysis and the formulation of policies, programmes, research and strategies in the areas outlined above.
- Identification, design, commissioning, implementation, monitoring, evaluating and/or learning from the implementation, outcomes and impact of interventions, programmes, policies and research.
- Leadership and management capability for the above across each or all of the domains set out above, working effectively with diverse and multiple stakeholders, and managing risk effectively across a range of contexts and interventions.
- Strengthening data systems for and monitoring of results (including third party monitoring).

- Need for robust monitoring and evaluation methods, well documented, synthesised and effectively disseminated and communicated to DFID and other stakeholders to contribute to evidence and lesson learning.

In addition to demonstrating skills and experience across the issues and requirements above, it is important that bidders are able to:

- Demonstrate responsiveness to context: skills and experience in carrying out country (or regional) political, social and environmental analysis to inform the requirements above.
- Demonstrate technical capacity and experience of analysis of political economy including power relations, exclusion and stakeholder analysis across multiple contexts and actors.
- Demonstrate political sensitivity and diplomacy.

## SOCIAL DEVELOPMENT

**Lots 8 (low value contracts up to £3 million) and 18 (high value contracts £3-12 million)**

FRAMEWORK PARTICIPANTS ARE NOT REQUIRED TO BE ABLE TO DELIVER EVERY ASPECT OF THIS THEMATIC AREA IN ORDER TO TENDER FOR THIS LOT. PLEASE COMPLETE THE THEMATIC AREA MATRIX TO INDICATE DELIVERY CAPABILITY.

THIS LOT INCLUDES BUT IS NOT LIMITED TO THE DESIGN, DEVELOPMENT AND DELIVERY OF PROGRAMMES AND ASSOCIATED GOODS AND EQUIPMENT WHERE REQUIRED.

Cross Cutting Requirements paragraphs 55-64 inclusive apply to all Terms of Reference Thematic areas within this Framework Agreement.

### **Introduction**

Social Development is about putting people at the centre of development and ensuring that development responds to and respects the different needs and interests of all women, men, girls and boys, not just the few. It is about ensuring the participation of the poor, and of women as well as men, in shaping social and economic development; ensuring a greater level of social, economic and political inclusion to maximise opportunities for all; and ensuring greater levels of accountability in development processes. A Social Development approach aims to maximise the impact of poverty reduction efforts, in order to more effectively reach the extreme poor, address the different needs of every citizen (women and men, girls and boys) and the most vulnerable and marginalised groups – *leaving no one behind*.

Social development recognises that poverty is multi-dimensional and has deep structural causes. Poverty is not a lack of assets alone. It is also about multiple deprivations and inequalities that trap poor men, women and children in combinations of insecurity, limited citizenship and political voice, spatial disadvantage, social discrimination, poor quality livelihood opportunities, deficits in educational, health and nutritional status, and vulnerability to stresses and shocks. Social Development is about working to address the underlying structural causes of poverty and exclusion.

As a cross-cutting discipline, Social Development works to support and drive positive change for the poor across a wide range of development portfolios. Advice and services to support delivery are therefore not limited to the range of sub-categories set out below, and the categories are not separated out in the lives of the poor people we work with. Applying a Social Development lens means that staff will seek to understand the multiple barriers and opportunities that affect different groups of people, and not assume that every individual has equal access or is uniformly affected by an intervention. The following should act as a guide and should not be applied in a silo'd way.

### **Scope**

Offer technical advice and expertise to inform and shape policy, strategic planning, business case design, programme implementation and M&E. Manage the development and implementation of programmes at country, regional and international level.

## **Social and political analysis**

Technical assistance will be required to support DFID develop deeper contextual understanding supported by robust evidence of what driver poverty, inequality and exclusion. Further why poverty inequality and exclusion limit growth, security and sustainability. This area of work also involves expertise in identifying and addressing data that provides an understanding of the conditions of poverty and exclusion, and its distribution. Women, people with disabilities, certain ethnic or income groups will be differently affected and the drivers should be unpacked and analysed separately for each excluded group.

## **Inclusive growth, prosperity and economic development (Claudia Fumo)**

DFID's Economic Development Strategy emphasises inclusive growth and improving opportunities for the poorest. This means ensuring that the benefits of growth and access to economic opportunities are spread across society and helping ensure non one is left behind. Technical assistance is required to understand context-specific structural patterns of exclusion and discrimination which create barriers to participation by the poor as well as best practice in proactively addressing these.

This includes:

- Best practice in addressing the gender-specific barriers to women's economic empowerment.
- How to design job creation strategies that can provide opportunities for marginalised young people (both men and women) and people with disabilities.
- Drivers and incentives for business to engage in responsible practices which have both economic and social benefits.
- Delivering inclusive growth in FCAS, taking into consideration the large variety of contexts and challenges of different vulnerable groups.
- Best practice in recognising, reducing and redistributing unpaid care in developing country contexts.
- Analysis of decent work and informality (including gender dimensions).
- Differentiated impact of trade policies and trade agreements on poor and women and men, their livelihoods and ability to benefit.
- Evidence on the how/whether economic and social policies can interact to deliver inclusive growth.
- Address psycho-social aspects of human engagement in the economy including support for victims of labour exploitation and trafficking.

## **Human development**

### Sexual and Reproductive Health and Rights(SHRH)

Technical assistance is required to provide expert analytical support and evidence-based guidance on the financing, development, delivery and Method and Evaluation of comprehensive sexual and reproductive health and rights policy and programmes. The Framework Provider is expected to be able to provide technical assistance that bridges health, education and social development to support DFID to drive the delivery of integrated

rights-based approaches to promote voluntary family planning as part of a comprehensive approach to SRHR for all groups, including adolescents and women and girls in humanitarian context. Bidders will be expected to work with the 2018 Guttmacher-Lancet Commission definitions (add link) of SRHR. Delivering this package necessitates an understanding of SRHR data and trends, the global health (and related) architecture, financing, health systems strengthening, SRHR and MNCAH service delivery, the delivery of quality, rights-based services, and how to effectively increase demand for voluntary family planning as part of a wider approach to the empowerment of women and girls through social norms and behaviour change programming. From a policy perspective, it includes understanding how SRHR fits within the wider global political landscape including the re-enactment and expansion of the Mexico City Policy and renewed interest in population demographics and demographic transitions.

## **Social Protection**

Technical assistance for Programme Delivery is required to provide evidence-based and politically-informed expert advice on social protection policy, programmes and systems. It will require an understanding of poverty, vulnerability and social protection data and trends. It includes advice and support on:

- Different types of social protection - social assistance, social insurance, labour or financial market interventions for example, preventing predatory loan systems or women being able hold their own bank accounts/savings groups accounts in the context of how those form part of a social protection system and social care.
- Different social instruments – including unconditional and conditional cash transfers; disability grants; public works; school feeding; subsidies).
- Key concepts, frameworks and theories of change, and key debates (e.g. targeting, conditionality, graduation).
- Design, management, implementation, monitoring and evaluation of social protection policies, strategies, programmes and systems.
- Developing quality and sustainability systems (including institutional arrangements, coordination, capacity strengthening, accountability, financing and links to tax and PFM systems).
- Political economy of social protection in developing countries and amongst different agencies.
- Evidence generation, synthesis, use and uptake.
- Specific vulnerable groups and life-cycle vulnerabilities (e.g. disability-inclusive social protection, gender-responsive social protection).
- Social protection to strengthen household resilience and respond to crises, including nascent social assistance systems in fragile contexts and in contexts of forced displacement (the humanitarian-development nexus).
- Complementary interventions for productive inclusion (e.g. graduation and cash plus approaches, behavioural insights) and human development.
- Identifying who is vulnerable in what situations and measures to prevent or support, including modern slavery, irregular migration and economic development. This could be, for example, in general programme delivery, government capacity building, CSO network building or private sector procurement practices.

- Building and assessing beneficiary feedback mechanisms to inform programme delivery, service delivery, improve sustainability of interventions and assure rights-based development.

## **Gender Equality**

DFID's Strategic Vision for Gender Equality highlights that we need to take action in everything we do, working across girls' and women's lifecycles and recognising that addressing a single entry point will not make gender equality a lasting reality. It focuses on five interlinked foundational areas, and underlines that we need to work on multiple fronts and simultaneously: ending violence against women and girls, alongside addressing sexual and reproductive health and rights; girls' education; women's political empowerment; and women's economic empowerment, as well as protecting and empowering women and girls in conflict and crises. Technical and policy assistance is required to provide expert evidence-based and politically-informed guidance on gender-specific and gender-sensitive interventions, in particular on these areas.

The Framework Participant will need to have an expert understanding of gender equality as well as broader inclusion data, evidence and trends in order to unpack how gender impacts different groups of women and girls, including those with disabilities. They will be required to provide advice and support on:

- Collating and analysing the latest data and evidence on gender equality in order to track who is reached and who is left behind, and how best to achieve gender equality at scale.
- Shaping policy, strategic planning, business case design, programme implementation and Monitoring & Evaluation so that women's and girls' specific needs and interests are included.
- Challenging and changing unequal power relations between women and men and the negative attitudes and discriminatory practices that hold women and girls back.
- Integrating gender equality across every DFID programme and intervention in its portfolio, and tracking delivery through to results.
- Enhancing coordination between different policy areas and government department initiatives on gender equality and inclusion more broadly.
- Supporting women-led movements, and faith based organisations, to promote gender equality and tackling discrimination.

## **Protecting Children, Child labour and Sexual abuse and exploitation**

Technical and policy assistance is required to provide expert-based guidance on violence, abuse and exploitation of children (VAEC). This includes on:

- Exploitative situations through which children experience violence (e.g. child labour, trafficking and modern slavery).
- Direct individual experiences of violence against children, such as in the home and school, both in development and humanitarian or crisis contexts.
- The impact VAEC has on a child, including their mental health and psychosocial wellbeing, learning outcomes and other topics that cut across DFID priority areas.

- Safeguarding – measures to keep children safe from harm and minimise protection risks they may face.

The Framework Participant is expected to support DFID to consolidate and use the latest evidence and data on VAEC; to help embed priority issues in our policy and programmes; and to consider how best to influence the international architecture to deliver more effectively on this agenda. From a policy perspective, the Framework Participant is to work with DFID to think through solutions to more effectively tackle systemic problems in regard to VAEC at national level to ensure the systems, services and policies are in place to create a protective environment for all children.

## **Disability**

In the update to DFID's Disability Framework, we set out our intention to embed disability inclusion at depth and scale in four specific areas; education, economic empowerment, social protection and humanitarian contexts. We want to ensure that all children with disabilities can access school and learn. We want to ensure that people with disabilities can reach their full potential through better access to skills, employment and livelihood opportunities. We want to ensure that people with disabilities are fully included and benefit fairly from social protection systems. We want to ensure that people with disabilities are consistently recognised and reached with support and services in emergency, humanitarian and conflict situations.

Within each focus area we will also require assistance in addressing stigma and discrimination, identifying and supporting women and girls with disabilities and improving access to assistive devices. These should include consideration of the spectrum of different impairment types, including those with psychosocial and mental health conditions and intellectual disabilities.

- Technical and policy assistance is required to provide evidence based support in these areas that includes;
- Providing technical and evidence based assistance to address the specific barriers faced by people with disabilities, particularly in relation to inclusive education, economic empowerment, social protection and humanitarian contexts.
- Guidance on how to include, engage and consult people with disabilities and disabled organisations through the design, implementation, monitoring and evaluation of DFID programmes.
- Build capacity and empower people with disabilities and their representative organisations to advocate for their rights and engage with decision making processes at grassroots and national level.
- Encourage the collection and disaggregation of data by disability using tested internationally comparable tools such as Washington Group questions. This is needed to monitor and measure whether DFID programmes are delivering for people with disabilities, and to support improved global data on disability through national data collections.
- Support the dissemination of universal design principles to encourage accessible and disability inclusive infrastructure programmes.



## **Social Policy**

Social policy can play an important part in enhancing productive capacities, underpinning economic growth, sharing the burden of social reproduction, reducing inequalities, and promoting social inclusion and the enjoyment of rights. It has demonstrated that social welfare is tightly bound to economic progress, as well as the role of social policy in strengthening citizenship, political participation and social cohesion.

Assistance is required to differentially understand social policy and its value and impacts in different contexts; how to map social policy investment by national governments; and to address questions relating to the intersections between social and economic policies.

## PROCUREMENT & LOGISTICS

**Lots 9 (low value contracts up to £3 million) and 19 (high value contracts £3-12 million)**

FRAMEWORK PARTICIPANTS ARE NOT REQUIRED TO BE ABLE TO DELIVER EVERY ASPECT OF THIS THEMATIC AREA IN ORDER TO TENDER FOR THIS LOT. PLEASE COMPLETE THE THEMATIC AREA MATRIX TO INDICATE DELIVERY CAPABILITY.

THIS LOT INCLUDES BUT IS NOT LIMITED TO THE DESIGN, DEVELOPMENT AND DELIVERY OF PROGRAMMES.

### **Introduction**

To provide Procurement, Commercial and Logistics management, support, advice, oversight, technical assistance and procurement capacity building as appropriate/required in line with Best Practice Commercial and Procurement principles.

### **Scope**

Offer technical advice and expertise to inform and shape policy, strategic planning, business case design, programme implementation and M&E

Manage the development and implementation of programmes at country, regional and international level

### **Typical requirements of the Framework Participant are likely to include:**

- To undertake a robust review of procurement processes and make recommendations for improvement as required.
- To provide operational procurement support until such time as long term procurement resourcing arrangements can be made.
- To review procurement governance and accountability arrangements and make recommendations for improvement.
- To prepare procurement plans/budgets based on identified client requirements.
- To provide and assess technical assistance and capacity development needs of procuring entities and either provide technical assistance directly or recommend support from relevant agencies.
- Provide HR support in terms of recruitment processes for Procurement and Logistics roles
- To make recommendations regarding procurement capacity building to meet business needs.
- To participate in appropriate procurement technical working groups and management groups as required.

- To co-approve the Terms of Reference (TOR), selection and contracting of an independent firm to conduct the annual financial and procurement audits to meet client requirements.
- To ensure procurement systems and supply chains adhere to DFID and HMG standards on human exploitation, including compliance with transparent aid delivery.

The above potential requirements are not exhaustive and other requirements relating to procurement & logistical support may be requested from time to time.

## RESEARCH

**Lots 10 (low value contracts up to £3 million) and 20 (high value contracts £3-12 million)**

FRAMEWORK PARTICIPANTS ARE NOT REQUIRED TO BE ABLE TO DELIVER EVERY ASPECT OF THIS THEMATIC AREA IN ORDER TO TENDER FOR THIS LOT. PLEASE COMPLETE THE THEMATIC AREA MATRIX TO INDICATE DELIVERY CAPABILITY.

THIS LOT INCLUDES BUT IS NOT LIMITED TO THE DESIGN, DEVELOPMENT AND DELIVERY OF PROGRAMMES AND ASSOCIATED GOODS AND EQUIPMENT WHERE REQUIRED.

Cross Cutting Requirements paragraphs 55-64 inclusive apply to all Terms of Reference Thematic areas within this Framework Agreement.

### **Introduction and Background**

#### **UK investment in development research**

The UK's scientific research and technical expertise is one of our greatest strengths. UK Aid funded research has saved and changed the lives of millions of people across the developing world.

DFID identifies globally critical issues on which it then commissions research. This plays a central role in telling us and the wider development community how to respond to the major challenges of our times, and prepare for horizon challenges. As well as being critical for global development it also contributes to the stability, security and prosperity of the UK.

DFID continues to invest around 3% of its budget on research which is classified as contributing a global public good. We also invest an additional £357 million during the 2016-21 Spending Review period to fund research on infectious diseases working collaboratively with the Department for Health and Social Care. The total DFID research budget is therefore up to £390 million per year.

DFID research definition and criteria is compliant with HMG and international standards for public research<sup>4</sup>. Research commissioning is a specialist field. As a public good (with outputs published and freely available).

To maximise competition for DFID's research funds, and so drive up ambition and innovation, and push down costs, DFID's approach builds on norms and precedents in the specialist research 'supplier market' which mainly consists of academic. Half of the ODA research budget is disbursed by the research councils and academies, and DFID's research

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<sup>4</sup>Including

- i. HMG Research Excellence Framework (REF) for all public research;
- ii. 2002 OECDs Frascati manual R&D definition and the European System of Accounts (ESA) 2010 definition of R&D;
- iii. HMG Government Office for Science's Principles and Standards for Government Research;
- iv. European System of Accounts 2010 (ESA10) changes to public research and development funding;
- v. Office for National Statistics definition for public research.

commissions aim to reflect best practice in the wider research market, in order to attract the best and most innovative researchers.

DFID's strong comparative advantage lies in its ability to fund high quality research that responds to practical development challenges, and meets the needs of both DFID and other development actors, as well as being a public good. We work with broad coalitions of partners from developing countries, academia, the private sector and civil society to generate rigorous new evidence about what works and what does not and innovative new solutions in order to drive even greater impact and value for money from every pound we spend.

We rely on strong and capable partners to lead our research activity. Lots 10 and 20 seek organisations to run multi-year research programmes across a range of disciplines, using best in class research methods, including mixed and experimental methods.

A number of models are used to deliver research programmes, including (though not restricted to) a consortium of research organisations, a management agent that commissions research through competitive calls, and a hybrid where some of the research is delivered by a consortium itself and the rest is competitively procured by the consortium through open calls. Terms of reference will be explicit about conflicts of interest in relation to what competitively procured research funds the Framework participant Lead Contractors and consortium partners are permitted to bid for.

#### Definition of research

World class, high quality research is typically commissioned using a competitive process, implemented using rigorous and robust research methodologies, and includes adherence to internationally recognised ethical standards. Its outputs are disseminated publicly, following a robust process of peer review or quality assurance.

- Primary research is defined as new and original research which is carried out to answer specific issues or questions relevant to international development. This can include systematic reviews, and literature reviews that are part of a broader rigorous and robust primary research programme, and rigorous secondary analyses of existing quantitative and/or qualitative data to address new research questions.
- Applied research (including innovation) is where the main aim of the programme is research directed towards a practical aim (e.g. production of new materials, products, processes and systems), for example in technology, infrastructure and engineering. Applied research should be quality assured and published, but this may not always in peer-reviewed journals.
- Research includes evaluations with a rigorous methodology, including randomised control trials and rigorous quality experimental studies.
- Research, development and demonstration (RDD) generates new global knowledge on innovations and emerging technologies relevant to development. This includes testing what works or does not through robust high-quality evaluations, and producing robust evidence of impact of innovations or technology, and trailing, testing and supporting the scaling and up-take of innovation (including proof of concept studies).

## **Scope**

Offer technical advice and expertise to inform and shape policy, strategic planning, business case design, programme implementation and M&E

Manage the development and implementation of programmes at country, regional and international level

**Typical requirements of the research Framework Participant are likely to include design and implementation of three major mechanisms:**

**Research Delivery:** design and directly implement high quality, peer reviewed research, including evaluations (typically with a value between £1-3m)

**Consortium Delivery:** Establish a consortium of world class research entities, and design and implement a complex research programme. This will include direct delivery of research; and may include running further open research competition. This is broadly the mechanism that DFID has previously described as a 'Research Programme Consortium' and/or 'Research Partnership Consortium' (RPC) (typically with a value between £3-12m).

**Research Competition Management Agent:** design and run international, competitive research calls in line with UK and global best practice, and manage the grants awarded. (typically with a value between £1-3m or £3-12m).

Within each of these, we anticipate a need to

- Deliver high quality research that is compliant with DFID's research SOP
- Develop strong mutually beneficial relationships with research partners, including researchers in developing countries
- Develop clear pathways to impact facilitated by research uptake strategies including targeted communications and events
- Establish robust monitoring processes, including measuring impact

In some programmes there will be elements of capacity building and system strengthening to build research sustainability over the long term.

Framework Participants should demonstrate capability to manage complex, multi-stakeholder impact focused research programmes and facilitate stakeholder engagement and management at all levels from community to high-level policy and national and international institutions. Capability must also include appropriate expertise in interdisciplinarity and demand-led approaches.

Framework Participants are expected to demonstrate a commitment to and competency in approaches that mainstream equity and inclusion. They must also demonstrate a track record in managing programmes to the highest standards including ensuring due diligence is conducted on partners to whom funds will be directed, a robust approach to ensuring safeguarding is in place down the supply chain, and adhere to the highest standards of transparency and accountability. Proven strength in financial management is essential.

## Sub-categories

Research programmes are likely to focus on addressing evidence gaps and testing new innovations in the following specialist thematic areas. These map onto the structure of DFD's Research and Evidence Division and DFID's advisory cadres

We envisage that to be selected for the Framework Agreement for the Research Lots (10 and 20), potential suppliers will compete on the basis of capacity to deliver the 3 research functions described above, and also indicate which of the specialist thematic research areas they can demonstrate expertise and experience in, with supporting material to be assessed by DFID. This could be for one, several, or all of the thematic areas.

If successful they would then be eligible for work in those areas.

Specialist thematic areas:

### Economic growth

As set out in DFID's Economic Development Strategy, life-changing progress comes from growth that transforms economies; that creates productive jobs and private sector investment; and that spreads benefits and opportunities right across society. This is essential to eradicate extreme poverty, deliver the Global Goals that the world adopted in 2015 and end reliance on aid.

Research plays a key role in this, so that we can better understand what happens when countries grow and make the transition from low income to middle income status - what can encourage that growth, and what works in terms of policies and programmes.

Research in this sub-category could include a wide range of topics. On-going research programmes cover four broad areas: Macroeconomics and Institutions (including macroeconomics of LICs, the role of institutions in growth, and conflict); Structural Transformation and Productivity (including firm productivity, structural change, urbanisation, finance, and innovation); Infrastructure (covered separately below) and Jobs and People (labour markets, labour mobility, aspirations and opportunity, the future of job types and leapfrogging, women's economic empowerment, and capacity building).

### Education

DFID seeks to continue to expand our portfolio of world-class research on the question of how to ensure that all children are in school and learning. First order priorities will include research related to the core themes of DFID's 2018 education policy [Get Children Learning](#):

- **Teaching** – research to understand the complexities of issues such as recruitment, professional development, deployment, workforce design, pedagogy and motivation in order to identify interventions and approaches which promote learning and instructional leadership. Such insight should be embedded in an understanding of political economy, including the influence of key stakeholders such as teaching unions.
- **Education system strengthening** – research to ensure a better understanding of system components (e.g. inspection, private schools, assessment, data, school

governance) and how these can be strengthened and adapted to ensure system-wide coherence for learning.

- **Marginalised groups** – research to improve our understanding of how education systems and practices affect different marginalised groups, and how learning can be improved for *all* children. Areas of focus include education for refugees, hard-to-reach girls, rural children, children with disabilities and children engaged in child labour.

It is expected that research will also forecast and address emerging education challenges, covering questions of ‘what’ needs to be done to respond to growing education challenges as well as ‘how’ (modes of delivery) and ‘why’ current delivery approaches are not achieving the impact they ought to. Anticipated future education challenges include early childhood development, universal lower secondary education, ‘21<sup>st</sup> century’ skills and how education can support young people to enter employment once leaving school.

## **Infrastructure**

This includes the full range of infrastructure relating to development, including transport, energy, watsan, and ICT. This will cover issues around equity and access to infrastructure; planning and investment decision support; optimising design, financing, operation and maintenance of infrastructure and making infrastructure resilient; climate smart, clean and an enabler for growth. Across our infrastructure research portfolio we investigate opportunities for innovation and technology and investigate issues relating to fragile and conflict-affected states; disability and inclusion as these relate to infrastructure provision and the growth agenda.

Energy is a key ingredient of economic growth. Our energy research aims to address pressing policy and technical questions in low income countries (LICs) to help shift energy systems towards a more sustainable, efficient, reliable and equitable paradigm. This means building a body of evidence around how sector reforms, innovative technologies and practicable actions can be used to help maximise the economic impacts. We are interested in understanding barriers that prevent and opportunities for large scale, essentially on grid and renewable, energy in LICs and bringing benefits of modern energy services to poorer people.

Transport research captures regional, national, rural and urban infrastructure and services and all modes land (road and rail), water transport (inland and ports) and air transport. We include motorised and non-motorised transport freight and pedestrian transport and the challenges of fragile and conflict affected states. Inclusive transport services, asset management and road safety are included within the transport infrastructure and services definition. The majority of our work focuses on land transport with a smaller proportion on water and air respectively.

## **Governance**

Future governance research will respond to the increasingly complex, fragile and interconnected political context that is shaping power structures between citizen and state at the global, national and sub-national level e.g. conflict and violence; large migration flows; the growing role of technology; tensions in managing scare resources; climate change; and more complicated service provision needs. Research will be closely aligned with the core



themes in the forthcoming DFID governance position paper, build on the strengths of the current governance research portfolio, and respond to opportunities and identified gaps where further evidence is needed. Various methodological approaches will be used, but most research will be underpinned by a 'political settlements' approach, consideration of political realities and entry points for reform.

Priority themes are expected to include:

- a) Building on existing programmes to further interrogate the **mechanics of government** including: domestic resource mobilisation; natural resource management; relations and responsibilities of federal and regional governments; civil service reform; management and reform of state-owned enterprises and service delivery
- b) **Sustainable and inclusive economic growth** e.g. evaluating the institutional and political barriers to growth, the roles of the public and private sector and of new global players and investors
- c) **Stability** - evidence gathering on anti-corruption; illicit financial flows and organised crime; security and justice (for example policing, penal systems and reform, formal and informal justice processes); drivers of unmanaged migration and development interventions to address them; unmanaged migration flows along key routes; and how political transitions (both democratic consolidation and backsliding) can promote or undermine stable political settlements.
- d) **Inclusive governance** as a component of research programmes or stand-alone. This will include, but not be limited to, consideration of gender, disability, ethno-religious groups, socio-economic groups, refugee and migrant communities. Research will also consider how political institutions and processes can be more accountable, inclusive and transparent e.g. elections, parliaments, political parties, civil society and media.

### **Conflict, Security and Justice**

Future conflict research will support DFID's Strategic Directions work on 'Conflict, Security and Justice' and will respond to the priorities set out in the Strategic Defence and Security Review. Primarily new research will focus on two themes: 'security and justice' and 'organised crime'.

Previous generations of security and justice research focused on technical approaches to delivering interventions and on citizen experiences of security. The next generation of research is expected to focus on a) the political conditions necessary for successful security and justice interventions ways to navigate political risks and b) providing more detailed impact assessments of existing interventions.

The research should take a wide interpretation of security and justice to include interventions that address: violence against women and girls, community based and sub-national approaches, peacebuilding, peace support operations, preventative diplomacy, customary and formal justice and efforts to prevent violent extremism.

New organised crime research would examine existing and new trends in international crime (e.g. including the rapid growth of cybercrime), how international-criminal networks operate

and the impact of interventions to address them. Intervention to disrupt the illicit sector may have repercussions for formal economies. Research is needed to improve theories of change that underpin policy and interventions.

Other gaps in research would potentially explore impact and innovation within international multilateral and regional missions, with demand for greater research and data examining links between social inequality and inter-group difference (horizontal inequalities) and how this affects violence and opportunities for peace and stability.

### **Social development, inclusion**

Key research concerns include:

- Social norms around **gender** that determine differences in risks and opportunities faced by girls and boys and men and women; how these norms are perpetuated or changed over time; and what works in terms of social policy or programming to promote greater gender equity in access to education and learning achievements, economic opportunity, choice over family planning, and freedom from violence. *Examples:* fundamental research (primary and synthesis) to better understand the nature of phenomena such as FGM, early marriage, gender-based violence, or low female labour force participation; identifying and ending modern slavery; and ‘what works’ impact evaluation of innovative social programmes designed to address these issues.
- Identifying socially-determined points of risk and opportunity in an individual’s life course, for example the importance of **parenting** practices for early childhood socialisation, or **adolescence** as a period where decisions (on schooling, work and relationships) can have long-term repercussions; and testing the effectiveness of interventions that focus on aspirations and behaviour change (e.g. school or home-based interventions to reduce harsh parenting and exposure to violence; or on adolescent expectations regarding relationships, marriage, and work).
- Group identity and inter-group relationships, and how prejudice, bias and economic competition can result in **marginalisation and exclusion** of certain groups (e.g. low caste, tribal, minority religious or language groups, or people with disabilities) or provide the basis for conflict and violence. *Examples:* better understanding of the perceptions and processes that underpin multiple deprivation and extreme poverty for marginalised groups; RCTs and other impact evaluations to assess the potential of low-cost aspiration-focussed interventions to improve educational outcomes amongst ethnic minority children or incomes for poor rural women; evaluation of measures to promote access and improve outcomes for people with disabilities; social norm change interventions to tackle harmful traditional practices such as the exclusion of widows; or assessing the effectiveness of engaging communities and faith leaders in combating violent extremism and inter-group conflict.
- The bases for social identity, norms around cooperation and concepts of rights that underpin collective action, mutual assistance and risk-pooling; and shape how organised **civil society** (self-help groups, social movements, unions, women’s rights organisations, NGOs) forms and engages with the state and private sector actors in pursuit of collective interests. *Examples:* citizen-led improvements in transparency and accountability.

- **Poverty reduction** - Research to understand how the factors that perpetuate, cause or reduce poverty are evolving over time; and to test the effectiveness of adapted or new approaches to economic and social policies that increase and protect the incomes, assets and consumption of different groups amongst the extreme poor.

### **Humanitarian and disaster resilience**

Every year the lives and livelihoods of millions of people are pushed to the brink by conflict and natural disasters. The humanitarian system still badly needs stronger evidence to better understand causes of crisis and what works best to mitigate them. This may include research into the following issues that have high relevance to the UK Humanitarian Reform Policy, and the Grand Bargain <https://www.gov.uk/government/news/uk-leads-new-approach-to-prevent-and-respond-to-crises-at-the-first-ever-world-humanitarian-summit> commitments:

- The political, economic, social, environmental causes of humanitarian crisis.
- How the humanitarian systems function, how the systems affect effectiveness, identifying reforms and assessing the impact of reforms; non humanitarian actors.
- How to prevent/mitigate the event of humanitarian crisis including the effectiveness of principles and norms, diplomacy, and disaster risk reduction.
- How to prepare effectively for humanitarian crisis including through finance and human resource systems.
- How to alleviate suffering and save lives through studying the effectiveness of a wide range of sectoral interventions including better understanding the effectiveness of services designed to support the most vulnerable e.g. person with disabilities, women, children and the elderly.
- How best to approach protracted displacement through longer term intervention, shock responsive essential services, pre-arranged disaster finance and engagement of development actors; including when, where and how people move.
- How to support the resilience of affected communities.
- How best to assess needs and design programmes including effectiveness of methods to ensure participation of and accountability for affected populations, and different approaches to assessing need and ensuring inclusion.
- How to understand the effects humanitarian interventions have in the contexts they are applied e.g. do no harm, conflict sensitivity and unintended consequences.

To better understand these issues research may be needed into public health in emergencies; education in emergencies; disaster risk financing; disaster risk management; cash-based approaches; access and protection in volatile environments; urban resilience.

Running through the Humanitarian Reform Policy is a call for innovation, to ensure we have a wider range of capabilities to respond to crises, to improve the efficiency of humanitarian aid, and to use new tools and approaches to build resilience, prepare for and manage the risk of crises, working more strongly with the private sector. New technologies have a strong role to play in this. Digital technologies hold the potential to transform how we provide assistance through the shift to cash and financial services rather than in kind aid, unlocking substantial efficiency savings. Technologies such as unmanned aerial vehicles are opening up new possibilities for accessing remote populations, and for mapping and sharing information quickly.

To better support its humanitarian response, DFID is particularly interested in innovation capability in the following areas:

- Age and disability inclusion
- Preventing and responding to sexual and gender based violence
- Water and sanitation
- Public health
- Communication of life saving information / with affected populations
- Clean Energy for people in crisis
- Mapping and logistics
- Cash, financial services and digital identity
- Emergency preparedness and resilience;
- Building local and international innovation capability
- Scaling innovation
- Other innovation areas such as shelter and education in emergencies may also be considered.

## **Climate**

DFID supports a range of research, research into use and innovation work aimed at improving access to energy and water, and making development resilient to weather, disasters, climate and catastrophic environmental degradation. Summary areas of focus are provided below:

### **Access to Energy**

- Working towards access to clean, affordable energy for all, at both household and community level, including for cooking and SMEs;
- Developing innovative new technologies, services and business models around access and scaling;
- Collaborating with the private sector to maximise impact, including through partnerships;

### **Access to water, Sanitation and Hygiene**

- Extending access to clean water and safe sanitation and hygiene;
- Making the provision of safe water more efficient and transparent;
- Partnering with private sector to leverage expertise and reach;
- Improving water resource management, including multiple uses of water

### **Climate and related Disaster Resilience**

- Improving early-warnings and climate forecasts in Africa and Asia;
- Improving Climate Science and technology / innovation for development,
- Improving understanding of climate impacts, adaptation and resilience, including decision making under uncertainty.
- Advancing understanding of climate and weather related disaster risk management and assessment;
- Use of financial instruments for climate and environmental services;
- Improving understanding of approaches to address Climate change in conflict / fragile contexts;
- Understanding what works and what doesn't in strengthening people's resilience to weather, disasters and climate;
- Building scientific capacity in developing countries.
- How to build urban and peri-urban food systems in dense built environments.

## Environmental Sustainability and Water Security

- Developing new solutions to reduce harmful levels of pollution;
- Working with industry and civil society to reduce catastrophic environmental degradation;
- Delivering greater water security by managing water resources efficiently.
- Improving the sustainable management of natural resources and environmental protection;
- Circular economy and full life-cycle approaches in development.

## Global health

Research on infectious diseases will build upon the existing evidence base on effective interventions and delivery mechanisms to tackle infectious diseases in low and middle income countries. Research should draw on expertise from a range of methodologies and disciplines such as implementation research, epidemiology, entomology, health systems, health economics and social sciences. Focal areas include: Taking interventions to scale, improving vector control of malaria and other diseases, Social determinants of TB, HIV and other infectious diseases and research to support the introduction and uptake of new health technologies, such as diagnostics, drugs, vaccines and other technologies to tackle diseases of poverty and outbreak diseases.

Research designed to strengthen health systems needs to be based on a deep understanding of the context and their political implications, so that interventions contribute towards building long-term robust national health institutions, supported by sustainable and equitable financing. Strengthening health systems includes building resilience to day-to-day challenges as well as catastrophic events. It also includes strengthening the community interface, enabling them to be the first to respond when disaster strikes or there is a disease outbreak. Focal areas include: Strengthening the key building blocks of health systems, delivering essential health services and public health functions, Improving the resilience of health systems

Research to generate new knowledge on how to address marginalisation or exclusion of vulnerable groups in the areas of **Mental Health; Sexual and Reproductive Health Rights (SRHR); Maternal and Newborn Child Health (MNCH)** and how to address **improving health outcomes for vulnerable groups** more broadly.

## Agriculture and nutrition

Large-scale research investment into agriculture and nutrition is critical to delivering the SDGs. Low productivity, limited ability to withstand shocks, and weak access to input and output markets is holding back growth and keeping farmers trapped in poverty. The vast majority of smallholders, especially women, operate on a subsistence basis or in loose, informal value chains with little opportunity to escape from poverty or withstand shocks.

There is evidence that research into this area – from primary and scientific research through to experimentation and demonstration of new technologies – generates strong development returns, given that disproportionate share of the poor make their livelihood in agriculture.

Innovations and new business models leveraging digital technologies have great potential for addressing these challenges, by reducing transaction costs, improving market access, and increasing inclusion of the poorest. Examples include novel approaches to asset-sharing,

cold storage, and real-time extension services based on hyper-localised data bring enormous potential for improving farmer productivity, incomes and resilience to climate change.

Key areas of research on agriculture and nutrition include:

- Speeding up the development and use of more productive and resilient crops and agricultural technologies to deploy these and ensuring clear pathways to uptake through 'end-to-end' approaches, e.g. breeding and marketing of new draught-resistant seed varieties and more nutritious crops.
- Pathways to commercialisation and scale of new technologies that maximise farmer productivity, incomes and resilience, and the appropriate mix of technical, financial and policy support to maximise opportunities for farmers to integrate into global food systems.
- The appropriate governance and institutional arrangements to facilitate a transition to more sustainable and productive agriculture, improved nutrition and food security, and increased resilience to climate change in developing countries.
- How to build urban and peri-urban food systems in dense built environments.

## STATISTICS & DATA

**Lots 21 (low value contracts up to £3 million) and 22 (high value contracts £3-12 million)**

FRAMEWORK PARTICIPANTS ARE NOT REQUIRED TO BE ABLE TO DELIVER EVERY ASPECT OF THIS THEMATIC AREA IN ORDER TO TENDER FOR THIS LOT. PLEASE COMPLETE THE THEMATIC AREA MATRIX TO INDICATE DELIVERY CAPABILITY.

THIS LOT INCLUDES BUT IS NOT LIMITED TO THE DESIGN, DEVELOPMENT AND DELIVERY OF PROGRAMMES AND ASSOCIATED GOODS AND EQUIPMENT WHERE REQUIRED.

Cross Cutting Requirements paragraphs 55-64 inclusive apply to all Terms of Reference Thematic areas within this Framework Agreement.

### **Introduction and Background**

#### **UK Investment in Statistics and data systems**

DFID provides support to strengthen statistics in developing countries and endorses the [Cape Town Global Action Plan for Sustainable Development Data](#) and the OECD's [6 data actions to bridge the data gap](#), which put developing countries' needs and priorities at the heart of any data support. A number of approaches are used to deliver this support, such as global coordination, technical assistance, research, data collection and analysis, thematic support and piloting and/or scaling up of innovative approaches to transform national statistical systems.

DFID also makes use of statistics and data to inform its own decision-making and develops tools and systems to collect, collate, analyse and report data.

### **Scope**

Offer technical advice and expertise to inform and shape policy, strategic planning, business case design, programme implementation and M&E.

Manage the development and implementation of programmes at country, regional and international level.

Key areas may include:

- **Supporting priority sets of statistics and systems:** including essential demographic and socio-economic data (2020 Population Census Round, economic statistics; household surveys and identity systems) and specific Sustainable Development Goal indicators.
- **Supporting National Statistical Systems (NSSs):** to develop capacity to collate, analyse, disseminate and use statistics, utilise new opportunities and/or consolidate use of proven existing technologies provided by emerging data technologies.
- **Harnessing emerging data technologies:** including identifying and using emerging data technologies (e.g. visualisation tools and applications to analyse and communicate data) and sources, (e.g. geospatial data, artificial intelligence, blockchain, crowdsourcing and platform technologies) with the power to be transformative at scale.

- **Supporting Sustainable Development Goals (SDGs):** including systems to support data collection, tools for analysis and dissemination/visualisation and capacity to use to inform decisions,
- **Sector and/or country specific data analysis for programme and policy delivery:** for example, using humanitarian microdata and summary data to triangulate sources to provide evidence for decision making and strategic planning.
- **Transparency of statistics and data:** including developing tools and systems for the management of data and information to drive transparency and maximise the value of DFID data to partner governments and the development community,

**Typical requirements of the Framework Participant are likely to include:**

- Developing strong relationships with partners, including National Statistics Offices, in developing countries.
- Providing high quality statistical assistance and support, including training and workshops, to develop capacity and strengthen sustainability.
- Establishing robust monitoring to track achievements and measure impact.
- Harnessing new technologies and innovative approaches to data.
- Collaborating and coordinating with other partners and global statistical community.
- Developing country and/or sector specific technical expertise (e.g. economic statistics and national accounts) and/or expertise in cross-cutting data systems such as population, identity systems, geospatial systems.
- Application of data science expertise and knowledge of innovative technologies to successfully utilise and scale in developing country contexts.