



# Foreign, Commonwealth & Development Office



## Section 4 Appendix A

### CALLDOWN CONTRACT

**Framework Agreement with: Integrity Research and Consultancy Limited**

**Framework Agreement for: Global Evaluation Framework Agreement (GEFA) Lot 2**

**Framework Agreement Purchase Order Number: PO 7448**

**Call-down Contract For: Rapid Evaluation of the FCDO's Better Regional Migration (BRMM) Programme**

**Contract Purchase Order Number: PO 10100**

I refer to the following:

1. The above mentioned Framework Agreement dated 12 September 2016
2. Your proposal of 26 October 2021

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

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

- 1.1 The Supplier shall start the Services no later than 31 May 2022 ("the Start Date") and the Services shall be completed by 28 February 2023 ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

#### **2. Recipient**

- 2.1 FCDO requires the Supplier to provide the Services to the **FCDO Migration and Demining Department** (the "Recipient").

#### **3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not, exceed **£202,743.78** ("the Financial Limit") and is inclusive of any local government tax but exclusive of VAT, if applicable as detailed in Annex B.

#### **4. FCDO Officials**

- 4.1 The Project Officer is:

**[REDACTED]**

- 4.2 The Contract Officer is:

**[REDACTED]**



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### 5. Key Personnel

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

- [REDACTED]
- [REDACTED]
- [REDACTED]

### 6. Reports

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

### 7. Call-down Contract Signature

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

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

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

Name: [REDACTED]

Position:

Signature:

Date:

Signed by an authorised signatory  
for and on behalf Integrity Research and  
Consultancy Limited

Name: [REDACTED]

Position:

Signature:

Date:



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## Section 4 Appendix A - Annex A

### Call-Down Contract Terms of Reference (ToR)

#### Rapid Evaluation of the FCDO's Better Regional Migration Management programme (BRMM) May 2022 to January 2023

#### INTRODUCTION

1. FCDO is seeking a supplier to undertake a **rapid evaluation** of the Better Regional Migration Management programme (BRMM) implemented in East Africa between August 2021 and May 2022, with the potential to extend until March 2025.
2. The rapid evaluation for which these TORs are being issued is planned for **May 2022 to February 2023**. The contract is expected to run for 8 months initially, with the potential to extend to March 2025 subject to further funding being secured. If the contract is extended, outputs and work plans for the period February 2023 to March 2025 will be negotiated and agreed with the supplier separately to these Terms of Reference, along with the additional budget.
3. If the contract is extended beyond March 2022, the supplier will be expected to deliver a full performance evaluation of the programme, for which the formative elements of this evaluation will provide the baseline.
4. Whilst the evaluation covered by these TORs is primarily formative in nature, there are a small number of activities for which a more thorough performance style evaluation is required. These activities are set out at Table 1 and it is our expectation that two sets of data will be collected for these activities – at baseline and endline.
5. As set out in more detail at paragraphs 35 and 36, the services to be provided under this contract are not designed to replace activity level monitoring or reporting by the implementing partners. The primary **purpose** of the services to be provided under these terms of reference is to learn what works and to inform future iterations of the BRMM programme. Learning will also inform how FCDO works with other donors in the future and inform key stakeholders about the effectiveness of the activities being delivered as part of the BRMM programme.

#### BRMM PROGRAMME

6. Migration is a permanent feature of the global economy. There are around 272 million migrants globally, accounting for about 3.5% of the world's population. Economic opportunity is one of the main reasons people migrate internationally. When migration is irregular or poorly managed, it can make those on the move vulnerable to risks, put a strain on communities, and undermine public confidence in states and the international community's ability to manage migration effectively.



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7. To address the challenges and leverage the opportunities of migration, the FCDO Migration Department's strategic objectives are:
  - **ECONOMIC DEVELOPMENT:** Increase the socio-economic benefits of regular migration globally and in key regions such as Africa
  - **HUMANITARIAN RESPONSE:** Protect vulnerable migrants and people on the move
  - **PROSPERITY:** Attract the best global talent to the UK
  - **FORCE FOR GOOD:** Champion better migration management globally
  - **RESILIENCE:** Reduce irregular migration to the UK and globally
  
8. The Better Regional Migration Management Programme aims to maximise the socio-economic benefits of regular migration in line with the Global Compact on Migration (GCM) and Sustainable Development Goal (SDG) 10.7. It will make intraregional migration in East Africa more productive by investing in three pillars of activity:
  - a. **Strengthening the use of data in facilitating labour migration** - partners will support national and regional actors to improve their approaches and strategies towards data collection, establish new labour information systems and improve the use of data in designing effective migration policies, paying particular attention to gender.
  - b. **Labour migration governance (including skills recognition)** - partners will support national and regional actors to improve skills and qualification recognition and transfer, enabling more migrants to access safe and productive migration pathways appropriate to their skills.
  - c. **Protecting labour migrants from exploitation and abuse** - partners will build the capacities of national and regional actors, as well as private sector agencies, to implement fair and ethical recruitment and protect migrants from abuse.
  
9. These three areas (data, skills and protection) were selected based on the assumption that if migrants have better information to make informed choices before they migrate, if they possess relevant skills, if employment conditions and recruitment are switched from a migrant abuse model towards one that is rooted in international standards and if government policies are built on data to ensure proactive and labour market relevant responses, then migration and human mobility will transform from a current dangerous livelihood strategy to a productive force that brings benefits to migrants, their families, communities and the whole region. **These assumptions need to be tested and this rapid evaluation will kick off that process.**
  
10. The programme is being delivered by two implementing partners, the International Organisation for Migration (IOM) and the International Labour Organization (ILO). The budget for this activity (exclusive of the rapid evaluation) is £4.5 million for the period August 2021 to May 2022. The supplier for this evaluation will be expected to work collaboratively with these delivery partners.



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11. The programme will work regionally in East Africa across nine countries – Kenya, Uganda, Rwanda, Somalia, South Sudan, Ethiopia, Sudan, Djibouti, Tanzania Programme activity is summarised in Annex A at the output level, including geographic mapping of activities and mapping of activities to the three pillars set out above at paragraph 5. A draft theory of change is set out at Annex B and the Business Case for the programme is at Annex C.
12. The primary beneficiaries of this programme vary by activity and include: migrants, their families and communities, officials at national level, officials at regional level, employers, recruitment agencies and migrant organisations. Secondary beneficiaries include migrants, their families and communities as well as other donors, research bodies and universities.

### **NEED FOR PROGRAMME**

13. The programme is responding to widely acknowledged needs. Current inadequate migration policies and practices prevent origin and destination countries, as well as migrants themselves, from capturing the full benefits of migration. The COVID-19 pandemic and accompanying lockdown policies have exacerbated this. An appropriate regulatory framework and comprehensive labour migration policies at regional and sub-regional level, based on international standards, are crucial to enhance the development potential of migration and ensure the protection of migrant workers' rights when labour migration takes place.
14. Effective governance of migration is a critical challenge in many states. Socio-economic, poverty, political, security and environmental factors are contributing to significant migration and forced displacement. Globalisation has also accelerated structural causes that prompt cross border migration flows, including labour market imbalances, technological changes, economic restructuring, and demographic factors.
15. Demographic pressures have become prominent in many developed and developing countries. At the same time, Africa confronts a growing, youthful population coupled with jobless growth and a dearth of formal employment. This combination translates into increasing mobility of skills and labour within, from, and to Africa.
16. As African economies are largely dominated by the urban informal economy and agriculture, migrant workers in the continent are often found in settings characterised by low incomes and wages, lack of social protection, precarious jobs and workplaces, abysmal working conditions, and low skills portfolios, often in unseen labour markets not covered by legal protections. Reports of labour and other rights abuse of migrant workers, incidences of xenophobic attacks on migrants, and arbitrary expulsions highlight the challenges of realizing decent work, equality of treatment and protection of human rights according to the standards many African states have ratified.

### **DATA**

17. Despite increasing attention paid to the global movements and flows of migrants and remittances, access to regular and reliable data on both remains a challenge. New estimates on migrant numbers (such as those published by UN DESA) appear after a



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lag of several years. Actual real-time data are virtually non-existent, often imputed from (dated) stock numbers. With the current COVID-19 pandemic compelling many migrants to depart due to job losses, origin governments have limited ability to determine with any accuracy the number of return migrants. The lack of data on migration in many low- and middle-income countries is especially acute, hindering efforts to mainstream migration into development plans and to assess the impacts of migration on origin, transit, and destination countries.

18. The East African Community (EAC) Common Market Scorecard (CMS) measures compliance of EAC member states to the provisions of the CMP. The CMS 2016 highlighted important gaps, including the lack of a framework for data compilation on movement of people within the region.

### **MIGRATION GOVERNANCE**

19. At present in East Africa, labour migration governance is complex and fragmented, and it lacks a reliable evidence base. Two different Regional Economic Communities have competence on migration with overlapping membership. The East Africa Community (EAC) and the Intergovernmental Authority on Development (IGAD) have both adopted, to varying degrees, agreements on the free movement of people. In February 2020, IGAD Member States endorsed the Protocol on Free Movement of Persons in the IGAD region, which awaits implementation. The EAC has gone further, adopting legal regimes for labour circulation among member countries.
20. In spite of this progress, implementation of the free movement of labour in the EAC remains contentious.<sup>3</sup> According to IOM and the AUC, *“the right of entry in [the] EAC has thus far been observed by all its member states.”*<sup>4</sup> However, a 2020 study by ILO found that most categories of professions are yet to enjoy the right to move freely to take up employment in EAC partner states.<sup>5</sup> East African citizens from EAC partner states are also required to obtain work permits – for which procedures *“vary across countries, can be costly,”*<sup>6</sup> and lengthy with *“undue delays.”*<sup>7</sup>
21. Moreover, implementation willingness and capacity varies considerably across partner states. Some studies found that commitment to the implementation of free movement is uneven within the EAC, with *“Uganda, Rwanda and Kenya proceeding with a higher speed than the other countries.”*<sup>8</sup>

### **SKILLS**

22. The need to address skilling, re-skilling and upskilling as well as the recognition of qualifications, competencies and prior learning of migrant workers remains a top priority. This is linked to the high number of youths entering the workforce, and the high numbers of returnee migrants (skilled, medium-skilled and low skilled) coming back to their home countries experiencing high unemployment rates. Women and young people are particularly vulnerable and in need of quality education and skilling/upskilling. Improvements in these areas will enable migrants along the migration pathway – before, during and after – to benefit from the expertise and progress throughout their career. Formal employment at the right skills level will contribute to new skills acquisition which will then help better labour market inclusion upon return.





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23. The skills and qualifications of migrant workers are often under-utilised, and skills development systems are often unresponsive to market needs. Increasing numbers of youth are entering the workforce, therefore upskilling and recognising the qualifications and competencies of migrants remains a priority.

### **PROTECTION**

24. Despite significant steps in intra-regional movement in the EAC and IGAD region, there is a lack of regulations that protect economic and social rights of migrant workers. As a result, many of them opt to migrate irregularly for informal employment and are exposed to hazardous travel. This results in human and labour rights violations including but not limited to exploitation, poor occupational safety and living conditions with insufficient access to labour and social protection, access to health services and access to remedy/justice. Migrants' ability to contribute is undermined by protection gaps. Migrant workers in East Africa lack social protection, which is exacerbated by incoherent social security systems and the inability of workers to establish their rights to work and reside under Free Movement Protocols (FMPs). High levels of informality are linked to labour rights abuses and decent work deficits, including for women and girls. Unfair recruitment practices are consistently linked to migrant vulnerabilities.

### **EVIDENCE**

25. There is evidence showing that well-managed regular and productive migration is good for migrants and their households, as well as both origin and destination countries<sup>123</sup>. In this way it can be described as a 'triple win'.
26. The FCDO Migration Department is contributing to and building on this evidence base, including through the recently commissioned Overseas Development Institute (ODI) paper on productive migration which is attached as Annex D. **This evaluation will build on these efforts by testing what works in making migration more productive in East Africa.**

### **OTHER RELEVANT PROGRAMMES**

27. There are two notable related programmes operating in East Africa and focussed on similar deliverables – the [Joint Labour Migration Programme](#) (JLMP - funded by the SDC and SIDA) and projects being delivered as part of the [EU Trust Fund for Africa](#) (funded by the EU). The JLMP is particularly relevant and the FCDO Programme Team is coordinating closely with Swiss and Swedish colleagues to ensure complementarity. As part of the evaluation, the supplier will be expected to assess the extent to which the BRMM programme supports the JLMP and make recommendations as to how this can be improved in future years.

1 [https://www.oecd.org/migration/OECD\\_Migration\\_Policy\\_Debates\\_Número\\_2.pdf](https://www.oecd.org/migration/OECD_Migration_Policy_Debates_Número_2.pdf)

2 ODI (2020) *Migration as Opportunity* [https://www.odi.org/sites/odi.org.uk/files/resource-documents/migration\\_as\\_opportunity\\_wp\\_final.pdf](https://www.odi.org/sites/odi.org.uk/files/resource-documents/migration_as_opportunity_wp_final.pdf)

3 World Bank (2013) *The Development Impact of a Best Practice Seasonal Worker Policy* [http://siteresources.worldbank.org/DEC/Resources/RSE\\_Impact\\_RESTAT\\_Final\\_Revision\\_Jan\\_2013.pdf](http://siteresources.worldbank.org/DEC/Resources/RSE_Impact_RESTAT_Final_Revision_Jan_2013.pdf)



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### **PURPOSE & OBJECTIVES**

28. The **purpose** of this contract is to deliver a **rapid evaluation of the BRMM programme** on behalf of the FCDO Migration Department to enable learning about the potential and effectiveness of the interventions and their relevance in making migration more productive in East Africa.
29. This evaluation will provide the baseline for a longer term performance evaluation if further funding is secured and the contract extended. That being said, there are some activities being delivered under BRMM for which a more detailed performance style evaluation is required.
30. The **objectives** of this evaluation are to:
  - a. Test the assumptions that underpin the programme, for example around the potential effectiveness of our three pillars of activity.
  - b. Test and refine the programme theory of change for future years of the programme, subject to further funding being secured.
  - c. Identify learning and make clear evidence-based recommendations for future programming
  - d. Provide a robust evidence base to report to Ministers about the performance of the programme and the value of the work being undertaken.
  - e. Inform future collaboration with other donors, most importantly SIDA and the SDC in relation to the JLMP programme.
  - f. Provide a robust evidence base to report to other government departments on the performance of the programme and the value of the work being undertaken.
  - g. Provide a robust evidence base to share with other donors working on the same thematic areas and in geographic region to potentially influence their future programming.
31. The **recipient of these services** is the FCDO Migration Department. The Supplier will report their findings to the FCDO BRMM Programme Team in the first instance. They will also be required to present to the other implementing partners (ILO/IOM), as set out in paragraphs 38 to 45 below.
32. The **primary target audience** for the outputs/ deliverables under this contract are the FCDO BRMM programme team, the FCDO Migration Department more broadly and the other implementing partners (ILO/IOM). These actors will be primarily interested in the performance of the programme, whether it is effective in achieving its objectives, and whether programming should continue (and if so whether/how it should be adapted). The evaluation questions set out below have been designed to answer these broader points.
33. The **secondary audiences** for the outputs/deliverables from this contract are as follows:





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- a. FCDO ministers - who will be interested in the performance of the programme, its effectiveness and how the programme should be adapted in future years.
  - b. FCDO country posts; other UK Government departments working on migration; independent bodies and research organisations. These actors will be interested, in particular, in the effectiveness of the programme activities and how/whether they should be continued.
  - c. The final evaluation report is expected to be published on gov.uk so the secondary audience also includes the UK public, and reports must be written to publishable standards.
34. It should be noted that there is a possibility that the FCDO BRMM programme team will need to use the evidence generated under this contract before the final report has been completed, for example to design the future phase of the programme in summer 2022. It is particularly important therefore that the early findings report and related discussions be of a high standard and set out clearly the limitations of the data and analysis compiled to date.
35. The activities being procured through these TORs are not designed to replace activity-level monitoring and evaluation activity which is the responsibility of ILO and IOM. An inception meeting will be held one week after contract signature between the supplier, FCDO BRMM programme team and both ILO and IOM to clarify programme responsibilities.
36. Similarly, these activities are not designed to replace FCDO staff conducting due diligence assessments on their chosen suppliers, nor routine monitoring visits in environments where this is possible.

### **SCOPE OF WORK**

37. The Supplier will deliver a **rapid evaluation** of the Better Regional Migration Management Programme (BRMM) that will be implemented in East Africa between May 2022 and February 2023, with the potential to extend until March 2025. Whilst this is primarily a formative evaluation, there are some activities that we require a more performance style evaluation of. More detail is set out in Table 1 below.
38. Given the high number of countries targeted by the programme and the short timeframes involved, the FCDO programme team has chosen to focus evaluation activity in two countries only – Ethiopia and Kenya. The supplier is only required to evaluate BRMM programme activities in these two countries.
39. The evaluation will cover ILO and IOM programme activities in two countries - Ethiopia and Kenya - by conducting interviews with key stakeholders within government organisations and civil society in these countries. The supplier will also be expected to conduct interviews with representatives based within regional actors such as the East African Community (EAC), the African Union (AU) and the Intergovernmental Authority on Development (IGAD), as well as representatives from IOM and ILO themselves.



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40. The Supplier should set out proposed approaches and a proposed methodology that will be used to deliver the evaluation. It is anticipated that the evaluation will use a mixture of data collection methods including collecting primary qualitative data from interviews with key stakeholders, quantitative and qualitative reviews of IOM/ILO activity reporting (including logframe indicator values), as well as some desk-based research, for example on other programmes operating in the area including the [Joint Labour Migration Programme](#) and projects being delivered as part of the [EU Trust Fund for Africa](#). Timings of ILO and IOM reporting will be confirmed during the contract negotiation process.
41. In setting out their approach, suppliers should include detail of the potential impact of Covid-19 and how they will mitigate this. This should include how data will be collected remotely should the circumstances require it. If relevant (based on methodology), the use of technology (mobile, tablet) for data collection should also be considered.

### *Short inception report*

42. The inception report will be a maximum of 30 pages and will be accompanied by an informal meeting between the FCDO BRMM programme team and the supplier, consisting of a brief presentation of the report by the supplier, followed by discussion and Q&A.
43. The report should include detail on the design of the evaluation including: final and agreed evaluation questions, evaluation methodology, data sources to be used, description of how methodology will provide answers to the evaluation questions, analytical framework, evaluation of risks to the evaluation and mitigating actions and work plan including timeline for completion of key tasks and proposed structure for subsequent reports. It should also include an evaluation use and influence plan, including stakeholder mapping. It should be written in plain English and should be presented in a fully accessible, easy to read format (PDF/A and open document format), using non-technical language, visuals and graphics to highlight key points. Whilst the inception report will not be published on gov.uk, it should as far as possible comply with its [accessibility requirements](#).

### *Early findings report*

44. The early findings report will be a maximum of 20 pages exclusive of the executive summary, contents and annexes. It will similarly be accompanied by a detailed meeting between the FCDO programme team, the supplier and programme delivery partners from ILO and IOM, consisting of a presentation of the report by the supplier followed by discussion.
45. The early findings report should detail early findings against each of the evaluation questions (currently detailed below and to be finalised as part of the procurement process). It should also include a summary of these merging findings and potential recommendations to address these. The report should be written in plain English and should be presented in a fully accessible, easy to read format (PDF/A and open document format), using non-technical language, visuals and graphics to highlight key



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points. Whilst the early findings report will not be published on gov.uk, it should as far as possible comply with its [accessibility requirements](#).

### *Final report including end line data collection*

46. The final report will be a maximum of 40 pages exclusive of the executive summary, contents and annexes. It will be accompanied by a final meeting between the FCDO programme team, the supplier and programme delivery partners. This meeting should include an in-depth presentation on the findings of the evaluation and its recommendations for next steps. The supplier may also be required at this stage to present to a wider group of stakeholders, including those from other donors and other government departments.
47. The final report will detail the final findings against each of the evaluation questions (currently detailed below and to be finalised as part of the procurement process). It should also include recommendations for future evaluations and a two page summary (an “evaluation digest”) of the finalised evaluation report using FCDO’s template for publication on FCDO’s website<sup>4</sup>. The report and accompanying documentation should be written in plain English and should be presented in a fully accessible, easy to read format (PDF/A and open document format), using non-technical language, visuals and graphics to highlight key points. The early findings report will be published on gov.uk and so must comply with the [accessibility requirements](#).

## **REQUIREMENTS**

### **Outputs**

48. The outputs and milestones of the contract, to be achieved by the Supplier over the programme period (May 2022- Jan2023) are set out below. The final outputs and their delivery will be agreed between the supplier and FCDO and will be agreed and documented in work plans during the inception phase.
  - a. OUTPUT ONE - Short inception report (by end of July 2022).
  - b. OUTPUT TWO – Early findings report including baseline data for the few activities on which we will be conducting a more thorough performance style evaluation (by end of October 2022).
  - c. OUTPUT THREE - Final report including endline data collection for the few activities we are conducting a more thorough performance style evaluation on (by end of February 2023).

More detail on what is expected from each report and accompanying meeting/ presentation is set out in paragraphs 39 to 44.

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<sup>4</sup> The template will be provided once the contract has been agreed.



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### Priority evaluation questions

49. The FCDO BRMM programme team has identified some potential priority evaluation questions for the supplier to respond to. The programme team encourages feedback on these questions, as well as suggestions as to how they can be improved with particular reference to the activities set out at [Annex A](#).

**Table 1 – indicative list of priority evaluation questions**

Criterion	Definition	Potential Evaluation Questions
<b>Relevance of the BRMM programme</b>	Extent to which the activities being delivered by ILO and IOM are aligned with the needs, priorities, and policies of primary and secondary beneficiaries	<ul style="list-style-type: none"> <li>Are the priorities and objectives of the BRMM programme relevant?</li> <li>To what extent do outputs and outcomes contribute to intended impact?</li> <li>Are the programme activities and results aligned with Joint Labour Migration Programme (JLMP) objectives? How can any linkages be strengthened?</li> </ul>
<b>Coherence of the programme</b>	The extent to which other interventions (particularly policies) support or undermine the intervention, and vice versa. Includes internal coherence and external coherence.	<ul style="list-style-type: none"> <li>The extent to which programming is coherent and coordinated with other donors/actors, notably the SDC and SIDA, and the EU</li> <li>Are efforts complementary to the activities of other actors (donors, civil society etc) in the region? Is there duplication?</li> <li>To what extent are the interventions adding value, coordinating and avoiding duplication of effort?</li> </ul>
<b>Effectiveness</b>	<p>The extent to which a small number of programme activities have achieved objectives. Indicative list of activities below (based on outputs at <a href="#">Annex A</a>). To be agreed as part of contract agreement.</p> <p>IOM outputs – 1.2, 1.4, 1.9, 1.10</p> <p>ILO outputs – 1.2, 2.1, 2.3</p>	<ul style="list-style-type: none"> <li>To what extent has the programme achieved the planned outputs and made progress towards the outcomes as defined in <a href="#">Annex A</a>?</li> <li>Were objectives achieved on time?</li> <li>Has the programme produced any unintended or negative results?</li> </ul>
<b>Impact</b>	Positive and negative changes in higher order social, economic, environmental, or other development indicators linked to a development intervention, directly or indirectly, intended or	<ul style="list-style-type: none"> <li>To what extent are programme activities likely to enable improved labour migration management in the Region?</li> <li>To what extent are intended beneficiaries (including migrant workers and their families, RECs, social partners,</li> </ul>



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	unintended.	etc.) likely to benefit from the programmes' interventions?
<b>Sustainability</b>	How likely are the benefits arising from programme activity to continue after programme closure?	<ul style="list-style-type: none"> <li>• How sustainable are the activities if the programme duration is only 6-8 months?</li> <li>• How sustainable are the activities if the programme is extended until March 2025?</li> <li>• How sustainable has capacity building activity been to date (see Annex A)?</li> </ul>
<b>Gender equality</b>	Extent to which gender equality and equity considerations are integrated across programme activities.	<ul style="list-style-type: none"> <li>• To what extent are the programme's activities enabling meaningful participation and benefit of both men and women equally?</li> </ul>

### Quality Requirements

50. The FCDO programme team will set key performance indicators (KPIs) to ensure that the evaluation is delivered in a timely manner and meets expected quality standards. KPIs will be agreed during the inception phase by FCDO and the supplier and will relate to:

1. Timeliness and quality of outputs delivered.
2. Provision of relevant recommendations for FCDO to address challenges identified, share learning and best practice, and support scale up and implementation of solutions proposed.
3. Evaluation outputs/ deliverables being presented in formats that are accessible to a range of FCDO audiences (especially those without specialist knowledge) and contain summaries, with appropriate information and infographics to aid use and communication.
4. Clear communication and timely, accurate financial reporting throughout contract (forecasts provided on time).

51. Each report will be assessed and reviewed for quality and relevance by a small steering group consisting of the FCDO BRMM programme team and an evaluation expert. Payments may be withheld if outputs do not meet expected quality standards and/or if are delivered late.

52. Monthly update meetings will be scheduled during which the supplier will provide progress updates and the supplier is also encouraged to arrange ad hoc check in meetings with FCDO as required.

### Other specific requirements

#### ***Relationship between the Supplier, FCDO and partners***

53. Prospective Suppliers should be clear that the ILO and IOM are responsible for managing and monitoring progress against the agreed logframes. The Supplier is not



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expected to substitute or replace the partners' own reporting systems. Rather, as detailed above, they are expected to conduct an independent rapid evaluation of the relevance and effectiveness of programme activities.

54. The relationship between the Supplier and ILO and IOM will be key to the success of the evaluation. The FCDO BRMM programme team will be responsible for ensuring that partners agree to cooperate with the evaluation, while the Supplier will need to put cooperation into a practice. The supplier should describe in detail how they would approach this, and what governance arrangements should be put in place.

### **ETHICAL CONSIDERATIONS**

55. Significant ethical issues may arise from efforts to monitor and evaluate the situation of regular migrants and governments. The Supplier shall adhere to the ethical principles and standards specified in "DFID ethical guidance for research, evaluation and monitoring guidance" throughout this evaluation. The Supplier should consider whether ethics approval from their own Institutional Review Board or Research Ethics Committee is required (and the relevant regulatory authority in the country where the research is to be completed). If IRB/REC approval is not feasible or appropriate, the FCDO expects that the planning of data collection and analysis will include evidence of active consideration of these principles. The manner in which the ethical guidance has been considered should be documented, for example, during inception or in progress reports.
56. Suppliers must include reference to how the contract will identify and manage these considerations, including when dealing with vulnerable groups in high-risk environments and with sensitive personal data and provide their own organisational protocols to mitigate ethical risks.

### **REPORTING**

57. The Supplier is required to submit formal reporting against all four outputs/deliverables, accompanied by meetings as set out in paragraphs 38-45 above. There may be requirements for more informal meetings over the duration of the contract to discuss progress and future workplans and the FCDO programme team will make itself available to the supplier on an ad hoc basis at the supplier's request.
58. The table below summarises the outputs/deliverables and indicative dates. Final dates will be agreed between the supplier and FCDO BRMM programme team at the contract award stage.

**Table 2 – summary of outputs and deliverables with indicative dates**

Phase	Period	Quarterly Reporting / Meetings	
		Report Type	Date
Inception	June 2022	Introductory phone call with FCDO BRMM programme team	Before end of June 2022





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	June 2022	Introductory phone call with FCDO BRMM programme team and IOM/ILO	Before end of June 2022
Implementation	June – July 2022	Short inception report accompanied by an informal meeting with the FCDO programme team	30 July 2022
	October 2022	Early findings report submitted	31 October 2022
	November 2022	Early findings report follow up discussion	w/c 7 November
	December 2022	Check in meeting	w/c 5 December 2022
	Jan 2023	Final evaluation report submitted	27 Jan 2023
	Feb 2023	Final evaluation report follow up discussion	w/c 20 Feb 2023

59. Should the programme be successful in securing further funding past the initial 8-month period, additional outputs will be negotiated through periodic work plans to be agreed between the supplier and FCDO. A new budget for the extension period will also be agreed.

### **SKILLS AND EXPERTISE**

60. The team delivering the evaluation should have a range of skills and expertise in order to effectively deliver the required outputs, including:
- Extensive expertise in, and strong track record of, managing formative and/ or performance evaluations of development programmes at pace;
  - Operational expertise in East African contexts, ideally from a migration perspective;
  - Strong field management, ability to manage workflow, and plan visits and tasks across projects and sites efficiently;
  - Ability to engage with local, national and international stakeholders, including possessing the relevant language skills and visa-entry requirements for country visits (if relevant and the circumstances allow);
  - Expertise in data management in line with data protection protocols;
  - Good understanding of institutional donor demands alongside expertise of consolidating and analysing information, and producing and presenting high quality reports to FCDO and others;
  - Strong understanding of value for money, gender, and capacity to address these issues, as well as capacity to manage financial and fraud risks;
  - Qualitative and quantitative research skills;



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- A knowledge of social research and migration policy would be preferable but is not essential.

61. Expertise of managing a performance evaluation remotely during the Covid-19 pandemic would also be desirable.

### **THE PROPOSAL**

62. The supplier should clearly set out the supplier's suggested approach to conducting the evaluation, in line with the requirements set out in this terms of reference, team skills and expertise and proposed team composition. The final evaluation questions and methodology for delivery will be agreed between the FCDO BRMM programme team and the selected supplier at the end of the inception stage.

63. The supplier should set out an approach to engaging stakeholders and communication and uptake of evaluation findings; and explain how they will address challenges and risks to the evaluation.

64. The supplier should include the CVs for all project staff and clarify roles and responsibilities of each member of the project team(s) (including days required for each and the associated day rates) and total budget inclusive all taxes.

65. The supplier should also include a detailed budget, as set out in more detail below.

### **BUDGET**

66. The maximum budget available for this contract is **£250,000 for the initial period of May 2022 to February 2023**. This will cover all the activities, expenses and travel costs of the Supplier, but is exclusive of VAT.

67. The supplier should propose a suitable approach and indicative division of the budget for this engagement.

68. FCDO reserves the right to scale down (decrease) or scale up (increase) the scope of the programme (i.e. in relation to the programme inputs, outputs, deliverables, outcomes and budget) during the contract or discontinue at any point (in line with our standard Terms and Conditions) if it is not achieving the results anticipated or on grounds of fraud and/or corruption.

69. The contract will include an option to extend the contract by up to £3 million and three years in duration. If the contract is extended, outputs and work plans for the period February 2023 to March 2025 will be negotiated and agreed with the supplier separately to these Terms of Reference.

### **TIMEFRAME AND BREAK POINTS**

70. The contract will commence no later than **May 2022 and is anticipated to run until February 2023**. If the programme is not extended, this contract will terminate at the



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end of February 2023. There will be a short **inception period** over before implementation starts. The inception period is currently due to start in May and last for one month.

71. The timeframe for both this evaluation and the activities being delivered by ILO and IOM is dictated by HMG's Spending Review process. The FCDO programme team secured funding for one year (2021/22) in the previous Spending Review. The outcome of the current Spending Review will dictate whether the BRMM programme, and this evaluation, can continue past the current dates.

### **GOVERNANCE ARRANGEMENTS**

72. The Supplier will report to the FCDO BRMM programme team via the programme SRO and PRO. FCDO will have unlimited access to the material produced by the supplier in accordance with FCDO's policy on open access to data.
73. To ensure independence, effective governance and technical rigour the methodological approach and design for the evaluation will be signed off by a reference group made up by programme team members and evaluation experts in the inception phase.
74. FCDO will agree a work plan with the Supplier, including the proposed sampling of site visits if possible in the circumstances. FCDO will sign off on the methodological approach, tools and sampling approach proposed for the evaluation during the inception phase. It is expected that the Supplier will independently manage the implementation plan but will consult the FCDO BRMM programme team before decisions are taken. Regular progress meetings will be held monthly.
75. FCDO will support the selected supplier in understanding the programme and the standard tools used in monitoring activities and outputs. FCDO will also ensure that necessary connections are made between the supplier, implementing partners, local implementers and their field staff; but does not expect to play the role of relationship manager/liaison, nor will we hold any duty of care responsibility for the successful suppliers of this ToR.
76. In line with the International Aid Transparency Initiative (IATI), FCDO requires partners 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. Further information is available from: <http://www.aidtransparency.net/>. The supplier should submit copies of its supply chain (sub-contractor) invoices and evidence of payment when invoicing FCDO for its actual costs of procurement of local services and applicable management fee.

### **CONTRACTUAL ARRANGEMENTS/PAYMENT MODEL**

77. The services described above will be provided under a single contract. The contract will be with the lead supplier, who will be responsible for the performance and delivery of services provided by consortium members and/or downstream partners.



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78. 80% of the fees will be paid based on satisfactory receipt of the outputs. The remaining 20% will be allocated should all KPIs, as agreed during the inception phase, be met. The supplier will be expected to outline the Methodology for ensuring the requirement will be delivered on time and in line with agreed costs, with financial risks identified and mitigated. The supplier should also be able to demonstrate a clear and effective financial approach, methodology and plan to deliver key outputs within the prescribed timeframe. Payments should be clearly linked to outputs/milestones within the ToR with an appropriate level of risk being accepted by the Supplier.

### **RISKS AND CONSTRAINTS**

79. Suppliers should include the **key risks** that they perceive and how they plan to manage and mitigate them. These risks should be presented in a risk matrix, including the level of risk and how partners plan to monitor and respond to these challenges and identify future ones. Some of the key risks and challenges that FCDO has already identified, and which suppliers are expected to address in addition to other risks, include:

#### I. Delivery:

- i. Risk of causing harm to migrants from association, (e.g. drawing attention to their status or aspects of vulnerability), inability to offer support/services in impartial monitor role, managing expectations.
- ii. Inability to access areas to conduct research, or need to work through local actors on the ground who may not have the skills and tools required to achieve minimum standards of monitoring/research etc.
- iii. Risk of psychological distress from working with people with complex needs and protection issues (either realised or potential).
- iv. Risk of death or injury (inherent in conflict-affected and fragile environments where monitoring will take place);
- v. Risk that the Covid-19 pandemic impacts either the programme activities being delivered by ILO/IOM or the evaluation itself.

#### II. External – Challenges include:

- i. The programme will be working in a complex and rapidly changing context. Changes in political inertia/incapacity in source and transit countries, as well as changes in the international migration policy framework could lead to changes to the flows and trajectories of migrants and their needs. Mitigating and responding to these challenges will require strong coordination with key stakeholders e.g. local and national authorities and flexibility to change course throughout the programme duration.
- ii. There is a risk that political appetite for productive migration programming in the UK changes/reduces. If this is the case, the impact of this evaluation would be limited in the UK context but could still be useful and/or relevant to other donors.

#### III. Data – Challenges include:

- i. The limitations in available, reliable and comparable data present a key challenge to identifying, tracking and assisting people on the move.
- ii. Risks to data confidentiality, transportation and security.



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- iii. Risks of identifying migrants and beneficiaries in data analysis and reporting.
  - iv. Risks in accessing appropriate interview targets.
- I. Safeguards – Challenges include:
- i. Any intervention risks harm to both the migrants and service providers arising from the interaction or negative perceptions related to funded activities. Partners must follow the do-no-harm principle in their approach to migrants and outline how they plan to incorporate this into their programming.

### **UK AID BRANDING**

80. Suppliers that receive funding from the FCDO must use the UK aid logo on their development and humanitarian programmes to be transparent and acknowledge that they are funded by UK taxpayers. Suppliers should also acknowledge funding from the UK government in broader communications, but no publicity is to be given where the use of the UK Aid logo will not be appropriate. Any exceptions to the rule above must be discussed with FCDO on a case-by-case basis.

### **DUTY OF CARE**

81. All supplier personnel (including their employees, sub-contractors or agents) engaged under a FCDO contract will come under the duty of care of the lead supplier. The supplier is responsible for the safety and well-being of their personnel and any third parties affected by their activities, including appropriate security arrangements. The supplier will also be responsible for the provision of suitable security arrangements for their domestic and business property. FCDO will share available information with the supplier on security status and developments in-country where appropriate. Travel advice is also available on the FCDO website (<https://www.gov.uk/foreign-travel-advice/ethiopia>) and (<https://www.gov.uk/foreign-travel-advice/kenya>) and the supplier must ensure they (and their personnel) are up-to-date with the latest position.

### **DO NO HARM**

82. FCDO requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with DFID suppliers and programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.
83. This programme is targeting a highly sensitive area of work. The Supplier must demonstrate a sound understanding of the ethics in working in this area and applying these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the design of interventions including research and programme evaluations should recognise and mitigate the risk of negative consequence for women, children and other vulnerable groups including people with disabilities. The supplier will be required to include a statement that they have duty of



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care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to FCDO;

84. A commitment to the ethical design and delivery of evaluations including the duty of care to informants, other programme stakeholders and their own staff must be demonstrated.
85. This contract may require the supplier to operate in conflict-affected and/ or insecure areas. The supplier should be comfortable working in such environments. It is not expected that the supplier would put staff at risk or send them to the most insecure areas, but the supplier must have the ability to monitor projects in the programme implementation locations. The supplier should also include how Covid will impact data collection and how they plan to mitigate this.
86. The supplier 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. The supplier must ensure their personnel receive the required level of training prior to deployment (where applicable).
87. The supplier must comply with the general responsibilities and duties under relevant health and safety law including appropriate risk assessments, adequate information, instruction, training and supervision, and appropriate emergency procedures. These responsibilities must be applied in the context of the specific requirements the supplier has been contracted to deliver (if successful in being awarded the contract).
88. FCDO will not award a contract to a supplier who cannot demonstrate they are willing to accept and have the capability to manage their duty of care responsibilities in relation to the specific procurement. Please refer to the Supplier Information Note on the FCDO website for further information on our Duty of Care to Suppliers Policy<sup>5</sup>.

### **SAFEGUARDING CONSIDERATIONS**

89. All organisations that work with or come into contact with children should have safeguarding policies and procedures to ensure that every child, regardless of their age, gender, religion or ethnicity, can be protected from harm.
90. Protection from violence, exploitation, and abuse through involvement, directly or indirectly, with DFID programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.
91. The organisation/consortium is responsible for ensuring that there are appropriate policies and procedures in place to expressly prohibit sexual exploitation and abuse and to receive and address reports of such acts.

<sup>5</sup> <http://www.dfid.gov.uk/Work-with-us/Procurement/Duty-of-Care-to-Suppliers-Policy/>





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### **TRANSPARENCY**

92. FCDO requires suppliers receiving and managing funds to release 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.
93. It is a contractual requirement for all suppliers to comply with this approach, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this to FCDO – further International Aid Transparency Initiative (IATI) information is available from: [www.aidtransparency.net](http://www.aidtransparency.net)

### **FRAUD**

94. The Supplier is required to immediately report all suspicion of fraud to FCDO without delay. Reporting should be at the point of suspicion of fraud, not the conclusion of the fraud case. All suppliers, staff and downstream recipients should be made aware of FCDO's counter fraud and whistleblowing hotline, details of which can be found here: <https://devtracker.dfid.gov.uk/fraud>. The Supplier should also set up a local whistleblowing mechanism and ensure this is widely communicated.

### **DELIVERY CHAIN MAPPING**

95. The Supplier will be responsible for developing and maintaining a delivery chain that maps the flow of DFID funds or support to downstream recipients.

### **GENERAL DATA PROTECTION REGULATIONS (GDPR)**

96. Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in App A and the standard clause 33 in section 2 of the contract.



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## Annex B of Terms of Reference Schedule of Processing, Personal Data and Data Subjects

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

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

Description	Details
<b>Identity of the Controller and Processor for each Category of Data Subject</b>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:</p> <p>1) The Parties acknowledge that Clause <b>33.2</b> Protection of Personal Data and <b>33.4</b> (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the <b>Parties are independent Controllers</b> in accordance with Clause 33.3 in respect of Personal Data necessary for the administration and/or fulfilment of this contract.</p>
<b>Subject matter of the processing</b>	
<b>Duration of the processing</b>	
<b>Nature and purposes of the processing</b>	
<b>Type of Personal Data [and Special Categories of Personal Data]</b>	
<b>Plan for return and destruction of the data once processing complete.</b>	<b>(UNLESS requirement under EU or European member state law to preserve that type of data)</b>

