

CALLDOWN CONTRACT

Framework Agreement with: DAI Europe LTD

Framework Agreement for: Expert Advisory Call Down Services Framework (EACDS)

Framework Agreement Purchase Order Number: PO 7468

Call-down Contract For: Scoping of the Commonwealth Clean Oceans Alliance (CCOA) Technical Assistance Support

Contract Purchase Order Number: PO 8552

I refer to the following:

1. The above-mentioned Framework Agreement dated 19th October 2016
2. Your proposal of 23 April 2019

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

1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than 17th May 2019 ("the Start Date") and the Services shall be completed by 30th September 2019 ("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 DFID requires the Supplier to provide the Services to the governments of the developing country participants of the CCOA ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £443,925 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

Payments shall be made on a mixed payment basis detailed in Annex B, proforma 4. Payments that are applicable to 'Milestone Payment Basis' then following Clause 28.1 shall be substituted for Clause 28.1 of the Framework Agreement.

28. Milestone Payment Basis

- 28.1 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of DFID. Payments pursuant to clause 28.1 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

4. DFID Officials

4.1 The Project Officer is:

REDACTED

4.2 The Contract Officer is:

REDACTED

6. Reports

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

7. Duty of Care

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

- I. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
- II. The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified DFID in respect of:
 - II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
 - II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
- III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project and must be separately identified in all financial reporting relating to the project.
- V. Where DFID is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

8. Call-down Contract Signature

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

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

Name:

Position:

Signature:



Department
for International
Development



Date:

For and on behalf of DAI Europe LTD

Name:

Position:

Signature:

Date:

Terms of Reference (ToR) for Scoping of the Commonwealth Clean Oceans Alliance Technical Assistance Support

1.Context

There has been an exponential increase in global demand for plastic, from around 5 million tonnes per annum in the 1950s to over 300 million tonnes per annum today. Around 70 per cent of all litter in the oceans is made of plastic.

Most plastic pollution of the oceans is from mismanaged plastic waste on land. An estimated 2 billion people in the world lack access to basic waste collection. Overall, mismanaged municipal solid wastes in developing countries probably accounts for 50-70% by weight of plastics entering the oceans. As well as polluting the oceans, poor waste management causes problems including flooding, respiratory and water-borne illness, and greenhouse gas emissions.

The Department for International Development (DFID) has committed to tackling plastic pollution, as set out by the UK and other partner countries at the Commonwealth Heads of Government Meeting in April 2018 and during the Prime Minister's visit to Kenya in August 2018.

This includes the UK and Vanuatu jointly leading the Commonwealth Clean Oceans Alliance (CCOA), through which Commonwealth Countries have committed to taking steps to tackle plastic pollution, be this through restricting plastic bag use, banning microbeads in cosmetics or other steps to better manage plastic waste. To date 24 countries have signed up to the CCOA, of which 19 are developing countries¹.

To support the CCOA, DFID has set aside up to £10m to provide technical assistance (TA) to developing country CCOA members to deliver on their commitments. This TA will be delivered through the DFID Expert Advisory Call Down Service (EACDS) Lot B through a two-stage process. The first step will be to engage with all the eligible CCOA country governments to scope needs and help design a set of terms of reference for TA support to be delivered through bilateral cooperation between the recipient country and the UK. Secondly, and subsequently, the identified TA support will be procured and delivered through a suite of separately let call down assignments. These ToR concern the first stage of this process.

2.Objectives

The objectives are:

Identification of technical assistance needs

1. Work with DFID and Department for Environment, Food and Rural Affairs (Defra) to identify key contacts in developing country CCOA members and agree the key parameters of what activities can be supported and the prioritisation criteria to apply in resource allocation;
2. Engage with key contacts at a technical level to identify ambition and needs for support to tackle plastic waste. This may include some limited orientation and awareness raising among CCOA partner country stakeholders on key challenges and potential solutions;
3. Sense-check that the activities and support proposed have political buy-in, are likely to lead to sustainable outcomes and are likely to deliver good value for money, and are complimentary to existing efforts;

Proposing a balanced and fair allocation of resources

¹ Antigua and Barbuda, Bangladesh, Belize, Cameroon, Fiji, Gambia, Ghana, Kenya, Mauritius, Mozambique, Namibia, Nauru, Samoa, Sierra Leone, Sri Lanka, St Lucia, Uganda, Vanuatu and Zambia as ODA eligible countries, plus Australia, Canada, New Zealand, Seychelles and the UK.

4. Consider the balance of needs identified (including factors such as the scale of opportunity for reduction in plastic pollution, the potential for positive impacts on livelihoods (particularly of women and marginalised groups) and the development status of countries) and propose a fair distribution of available resources across the CCOA countries that reflects this. (It is recognised that not all the countries approached may require further assistance, and that assistance options that could be provided in the framework of the current UK government CCOA TA commitment may not be identified in all cases);
5. Agree with DFID and Defra the resource allocation to apply.
6. Manage the relationship including expectations of CCOA countries on the likely level of support available to them;

Report on needs and proposed allocation of resources

7. Provide regular updates to DFID and DEFRA to facilitate joint discussions and decision-making on emerging information, opportunities and challenges, to enable the scoping team to pursue or pull back from options based on consensus and to ensure the roll out of the scoping activities is well aligned with DFID and DEFRA preferences.
8. Provide a short, written report at the end of the process (or other agreed point) setting out the needs identified, the proposed allocation of resources and any risks to successful delivery;

Drafting ToR

9. With DFID and Defra officials providing quality assurance, draft a set of ToRs for procurement of the technical assistance identified, to be delivered under the second phase. Assignments delivered under the second phase are expected to be up to 1 year in duration.

3.Outcomes

The expected outcomes are:

1. CCOA country governments have a clearer idea on the options available to them to achieve commitments made as part of the CCOA to tackle plastic waste and specific opportunities to cooperate through the provision of technical assistance will have been identified where appropriate. Ambitions under CCOA will include at least one of the following:
 - taking steps to eliminate avoidable single use plastic waste
 - significantly reduce single use plastic carrier bags by 2021
 - ban the sale and manufacture of microbeads in rinse-off personal care products by 2021
2. DFID and Defra officials can effectively programme resources to optimise impact on tackling plastic pollution in CCOA countries to, ultimately:
 - a. Reduce the amount of plastic entering the oceans
 - b. Increase the number of people provided with improved plastic waste management in accordance with the waste hierarchy
3. The UK can demonstrate effective leadership internationally on tackling plastic pollutions.

4.Recipient

The client for this work is DFID (together with Defra as the CCOA political lead). The primary beneficiaries are the governments of the developing country participants of the CCOA, with the secondary beneficiaries being the populations within those countries who will ultimately benefit from improved plastic waste management.

5.Scope

The scope of the work is limited to developing country² CCOA members, and for the first and second quarter of UK FY2019/20. The work is focussed on delivery of CCOA commitments.

6.Methodology

The supplier will work closely with DFID and Defra officials and developing country CCOA member government officials, to scope technical assistance needs to tackle plastic waste.

As far as possible the work is expected to make use of telecommunications technology and avoid unnecessary travel. Some travel may be expected where it can be demonstrated that it would make a substantive difference to the outcome of the scoping work. Key variables as to whether visits may be necessary could include: quality of communications links, level of understanding among key stakeholders on plastics issues, and the complexity of political dynamics, and the level of complexity of research and analysis to understand the path to real relevance, buy-in and uptake.

We expect a bid proposing the methodology by which coordination with DFID and DEFRA and engagement with CCOA members will be carried out, to efficiently and effectively identify the primary needs for assistance. It should be noted that engagement so far has identified that there is a significant range in knowledge, experience and expertise between CCOA members that will require consideration. For example, several CCOA members have already successfully introduced plastic bag bans or similar measures, whilst others are at a much earlier stage in identifying options for tackling plastic waste. In some cases, officials may need to be presented with a set of options for the type of support that might be available (e.g. support to *inter alia*, plastic waste auditing, drafting of legislation for bans or charges on single use plastic products, effective enforcement, or consultation and communications related to plastics waste, assistance with bids for waste management infrastructure investment, incentivising secondary markets for recycled plastic).

Products resulting from the scoping exercise will include but are not necessarily limited to:

1. A short report outlining the opportunities and needs identified by CCOA countries and a proposed allocation of resources for technical assistance between eligible CCOA members, and
2. A set of ToR for TA support to individual eligible CCOA members.

The final set of deliverables will be determined based on bids submitted and discussions with DFID/DEFRA. In relation to the ToR, we anticipate that there will likely be a separate ToR for each eligible CCOA country requesting TA, but are open to suggestions if, during the scoping exercise, it is found that certain geographies or support needs would suggest a grouping together of ToRs to provide a more efficient delivery route.

7.Timeframe

It is anticipated this work will mobilise by early May 2019 and be of between 3 and 5 months in duration. Where possible support activities should be confirmed, and ToR developed by the end of month 3, while however

- recognising that understanding the requirements and appropriate support options for some countries may take longer than others, and

² As defined by the OECD DAC List of ODA Recipients Effective for reporting on 2018, 2019 and 2020 flows https://www.oecd.org/dac/financing-sustainable-development/development-finance-standards/DAC_List_ODA_Recipients2018to2020_flows_En.pdf

- respecting the importance of ensuring that the timing of the assessment of each country's needs is conducted in such a way as to not materially compromise full consideration and reflection of those needs in decisions on resource allocation.

The proposed methodology should indicate possible strategies for managing the roll-out and completion of scoping in this context.

8. Governance and Quality Assurance

The Supplier will at minimum provide short progress updates by email and/or telephone every two weeks during implementation to Julian Wright (Climate and Environment Department, DFID, UK), and Briony Coulson (International Team, Defra, UK), but should set out proposed governance and interaction mechanisms with DFID and DEFRA in the methodology, for discussion and agreement.

9. Timeframe and Deliverables

To be confirmed during initial planning and inception, with potential initial milestones as follows:

- Early May 2019 – Mobilisation.
- May 2019 - Identification of key contacts in eligible CCOA country governments. Agreement on key parameters and priorities to inform scoping work. Analysis of the appropriate approaches and tasks for each CCOA partner country scoping activity.
- May - July 2019 – Engagement with eligible CCOA countries to develop TA needs. (NB, some countries may require longer engagement to identify needs and options)
- August 2019 – Initial findings and resource allocation report written. Early mover ToRs developed.
- August – September – finalisation of scoping for all countries and of ToRs for Phase 2 work where relevant.

10. Budget

The budget available for this scoping component of the TA support is up to £443,925k over three to five months.

11. Location

No specific location is required. As set out above under methodology, the majority of the engagement is expected to be carried out via telecommunication, with a limited number of visits where the benefits can be clearly demonstrated. A face-to-face meeting with DFID and Defra officials to present findings in May would be welcomed.

12. Overall Requirement

To deliver the work, it is anticipated that the supplier will have:

- A strong understanding of resource efficiency/circular economy and waste management policy, and the types of action that can be taken at national and municipal levels to reduce plastic pollution.
- Experience of providing technical assistance to developing country governments, preferably in relation to waste management or other environmental challenges.
- Ability to engage efficiently and effectively with government stakeholders, and deliver quality outputs in a constrained time period.

13.DFID and Defra responsibilities

DFID and Defra responsibilities include:

- Providing access to the relevant contacts in CCOA country governments where known.
- Quality assurance of all deliverables.
- Providing general steer of supplier activities.
- Providing prompt responses where any clarification needed.
- Providing prompt payment of invoices received for work completed by the supplier.

DFID expects to have unlimited access to data and materials produced by the supplier relating to this contract, in accordance with DFID's general conditions of contract.

14.Duty of Care

The Supplier is responsible for ensuring appropriate safety and security briefings for all their personnel working under this contract. Where the Supplier provides personnel in-country who are based abroad, travel advice is available on the UK Foreign and Commonwealth Office (FCO) website and the Supplier must ensure they (and their personnel) are up to date with the latest security position.

The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their personnel, considering the environment they will be working in and the level of risk involved in delivery of these terms of reference. The Supplier must ensure their personnel who are not based in country receive the required level of training and complete a UK government approved hostile environment training course (SAFE or its equivalent) provided by a recognised provider prior to deployment.

The Supplier must accept full responsibility for security and Duty of Care. They must confirm that they understand the potential risks and have the knowledge and experience to develop an effective risk plan and that they have the capability to manage their Duty of Care responsibilities throughout the life of the contract.

15.HMRC Requirements on Disguised Employment for DFIDs Core Services

DFID are required to report to HMRC annually, all payments made to self-employed individuals under a contract for services. Following a recent audit, HMRC concluded that DFID were liable for the PAYE and National Insurance, plus interest, for certain self-employed individuals because HMRC deemed that they were in fact employees for tax purposes.

Please be aware that this request will be subject to IR35 provisions as the role is considered to fall within the scope of DFIDs "core" services and will therefore fall within the HMRC definition of a "Disguised Employment Condition".

16.Management of potential Conflict of Interests in subsequent Programme Stages

The potential supplier should be aware that this request includes a contribution to the development of a Business Case or the Design of a DFID Project / Programme. DFID can not confirm at this point in time if involvement in either of these stages for this request will preclude the potential supplier from taking part in any competition for subsequent stages of the Project /Programme e.g. a potential supplier involved in developing the Business Case may be excluded from involvement in the subsequent Design or Implementation Stages. In order to limit the number of occasions where a potential supplier may be excluded, they should demonstrate their ability to avoid conflicts of interest between engagements, e.g. how they track personnel and the engagements they have worked on.

17.General Data Protection Regulations (GDPR)

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

Appendix A: of Contract Section 3 (Terms of Reference) Schedule of Processing, Personal Data and Data Subjects

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

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

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<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 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of Personal Data Necessary for the administration and/or fulfilment of this contract</p>

Proforma 1
REDACTED

Proforma 2
REDACTED

Proforma 3
REDACTED

Proforma 4
REDACTED