



CALLDOWN CONTRACT

Framework Agreement with:	DAI Global UK Ltd	- Lot 4
Framework Agreement for:		l Down Service 2 (EACDS 2) nge, Nature & Global Health
Framework Agreement ECM Number:	ECM_4863 - Lot 4	

Call-down Contract For:

AMCAT (Amazon Catalyst for Forest Peoples Stewardship) Programme Design Support

Contract Purchase Order Number: PUR1061722

I refer to the following:

- 1. The above-mentioned Framework Agreement dated **1 March 2023**;
- 2. Your proposal of **14 September 2023**

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 29th September 2023 ("the Start Date") and the Services shall be completed by 12th January 2024 ("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 Foreign, Commonwealth & Development Office (the "Recipient").

3. Financial Limit

3.1. Payments under this Call-down Contract shall not, exceed £359,618.40 ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B.

When Payments shall be made on a 'Milestone Payment Basis' the following Clause 22.3 shall be substituted for Clause 22.3 of the Framework Agreement.

22. PAYMENTS & INVOICING INSTRUCTIONS

22.3 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 FCDO.





When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 22.3 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. FCDO Officials

4.1. The Project Officer is:

Foreign, Commonwealth & Development Office – King Charles Street, London, SW1A 2AH

4.2. The Contract Officer is:

Foreign, Commonwealth & Development Office – King Charles Street, London, SW1A 2AH

5. Key Personnel

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



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 Calldown 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 FCDO 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;



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- 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 FCDO 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 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 Calldown 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 Office	Name: Position:
	Signature:
	Date:
Signed by an authorised signatory for and on behalf of the Supplier	Name:
DAI Global UK Limited	Position:
	Signature:
	Date:





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ANNEX A TERMS OF REFERENCE Programme design: analysis and recommendations

FCDO's Amazon Catalyst for Forest Peoples Stewardship

1. Introduction

Protecting forests in the Amazon Basin is critical to achieving the Paris Agreement's 1.5°C and adaptation goals. But deforestation is driving the Amazon towards an irreversible climate tipping point, which will result in major global and regional climate impacts. There is strong evidence that forest management by Indigenous Peoples and Local Communities (IPLCs) is central to the Amazon's survival: 45% of its undegraded forests are in Indigenous 'territories', with deforestation lowest where IPLC land tenure is secure. However, only a fraction of Amazonian IPLC territories enjoy formal recognition and enforced legal protections, while a tiny proportion of climate finance directly supports IPLCs' work as forest stewards.

In this context the Foreign, Commonwealth and Development Office (FCDO) is developing a new £94 million Overseas Development Aid (ODA) programme that will support IPLCs to protect forests through enhanced tenure security in the Amazon Basin. This programme – the Amazon Catalyst for Forest Peoples Stewardship (AMCAT) – thereby aims to support climate change mitigation, reduce loss of nature and protect sustainable local livelihoods. The programme will run for six years, between financial years 2024-25 and 2029-30.

For present purposes, IPLCs are defined as those peoples and communities who identify as 'Indigenous', as well as other traditional groups inhabiting forest areas who do not self-identify as 'Indigenous' but also undertake communal, sustainable forest management practices based on ancestral knowledge and customs.

Earlier this year, FCDO's Forest Governance and Partnerships team (henceforth 'the programme team') undertook consultations with over 50 international experts and relevant teams across UK Government to inform initial scoping for the programme. Based on this work, the programme team has developed a draft theory of change for AMCAT. FCDO is now seeking support from experts on the next steps of programme design.

2. Current vision for the AMCAT programme

2.1. Programme objectives and potential intervention areas



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The overarching aim of the programme is to support IPLCs to coordinate across national borders and protect forests through tenure security in the Amazon Basin. 'Tenure security' is understood to mean both obtaining formal rights over forest land *and* the ability to control and keep forest resources intact. FCDO seeks a multi-country approach to the programme which

drives change at a regional level. A key feature of our vision is that IPLCs play a meaningful role in shaping the design and delivery of this programme and, to the extent possible, that the programme directly supports grassroots IPLC organisations.

Based on initial consultations with internal and external experts, the FCDO has identified **five potential intervention areas** to deliver the programme. These will be subject to assessment and adjustment in line with evidence uncovered during the next stages of programme design. The five potential intervention areas are:

- 1. A grant mechanism providing direct funding or semi-direct funding (i.e. via an intermediary) to IPLC organisations to enhance tenure security locally and drive dissemination of successful approaches regionally.
- 2. Grants to strengthen IPLC alliances across the Amazon, by enhancing key IPLC organisations' representational capacity and ability to lead structured networking on forests across different IPLC constituencies and key countries.
- 3. Expert analysis, capacity building and/or network-building on forest finance to improve public and private finance flows for IPLC forest stewardship.
- 4. **A regional 'hub' of experts from IPLC backgrounds** to provide a coordination function for the programme, convene a regional partnership of IPLC alliances and other key actors (building on intervention area 2), and build the capacity of IPLC alliances and young experts.
- 5. A monitoring and evaluation function, ensuring bottlenecks are addressed, lessons and innovations are shared across key networks, and the programme adapts in light of evidence on its impact and emerging opportunities and risks.

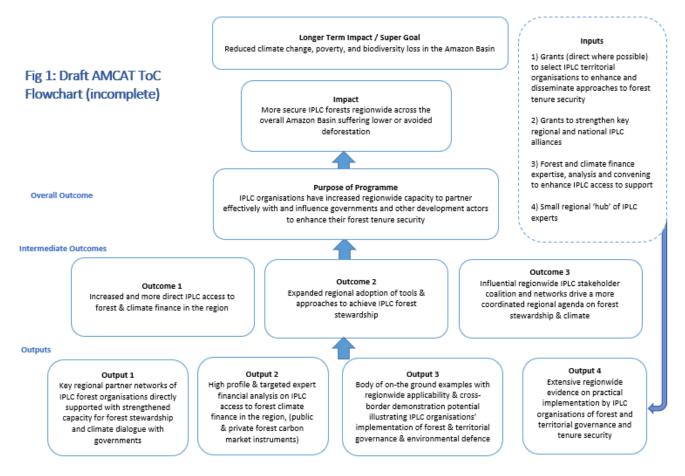
Gender equality, disability and social inclusion (GEDSI) objectives will be considered as relevant for all programme intervention areas in line with a GEDSI strategy that will be developed as part of programme design.



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Figure 1 presents an indicative theory of change flowchart, illustrating the potential logic chain for the programme (note that this currently does not include intervention area 5).



FCDO's programme proposal represents an innovative approach that positions IPLC organisations not only as a programme beneficiary, but as a core partner, and empowers them to work through and influence established processes and policies related to forest tenure and management. It differs from mainstream efforts to strengthen land tenure systems and tackle deforestation, which has tended to focus on support to government and private sector actors.

2.2. Geographic scope

The target geography of the programme is the Amazon Basin. ACMAT will enhance IPLC organisations' ability to coordinate and enhance tenure security across the region. The programme seeks a multi-country approach to drive change at a regional level, rather than focusing exclusively on individual geographies within the Amazon Basin.

All eight sovereign countries that are home to the Amazon Basin are in scope of the



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programme. These are: Bolivia, Brazil, Colombia, Ecuador, Guyana, Peru, Suriname and Venezuela.

However, to ensure that the programme can deliver meaningful impact and value for money without spreading efforts too thinly, we envisage that intervention area 1 (described in section 2.1) may need to focus on subset of 'priority countries'. Priority countries will be defined during programme design based on an evaluation of opportunity alignment across several factors described later in section 4. Within priority countries, we expect that intervention area 1 would focus on 'midway forest transition zones', i.e. between areas that are directly on the deforestation frontier and the 'High Forest, Low Deforestation' (HFLD) areas at lowest risk of forest loss over the next decade.

Based on initial assessments, **FCDO has identified four candidate countries for prioritisation under intervention area 1: Brazil, Peru, Colombia and Bolivia**. This assignment will build on FCDO's initial country assessment, although FCDO is open to considering alternative priority countries if supported by the evidence.

2.3. Adaptive programme design and delivery

Critical to FCDO's vision is that the programme is designed to be responsive to the needs of IPLCs to advance their forest tenure security. It is important that IPLCs can shape the design and delivery of the programme as evidence, feedback and challenges emerge. Engagement with IPLCs therefore should not be limited to one-off consultations. Rather, engagement should be developed as part of an **adaptive programme with robust and inclusive governance mechanisms** that enable us to consider IPLC's needs as they evolve.

All FCDO programmes should have the flexibility to adjust resources and activities if needed. Being adaptive goes further, acknowledging that while we know what outcome we want to achieve, we may not know exactly how to reach that outcome and/or seek to proactively use evidence generated by the programme to shift approaches during delivery. Genuine adaptation requires a programme design that builds in deliberate processes of testing, learning and experimentation.

Therefore, the FCDO's vision for design is that **the AMCAT Business Case should clearly define the overall scope of the programme and its intervention areas**. It should be informed by initial consultations with key IPLC representative organisations to test the initial vision and theory of change for AMCAT, ensuring that design adequately considers the needs of IPLCs to enhance their forest tenure security at an early stage. The Business Case should provide clarity on the aims, rationale, remit of intervention areas and delivery mechanics.

However, to ensure an adaptive and IPLC-responsive approach, **the Business Case should leave certain specifics to be defined during programme delivery**, based on regular input by key stakeholders. For example, this could include defining parameters for grant selection.

2.4. Fixed elements of the programme vision

Elements of this programme which are already decided, and so are not in scope for amendment under this assignment are:



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- The programme objectives and approach of targeting support on IPLCs and IPLC organisations.
- The vision of an adaptive programme which can shift focus in response to emerging evidence and enables IPLCs to shape the approach.
- The overarching geographic focus on the Amazon Basin.
- That the programme should, where possible, seek to go beyond 'doing no harm' with respect to gender and social inequalities by actively working to counter these. It should ensure that women, girls, Indigenous Peoples, people with disabilities and other marginalised groups are meaningfully involved in the programme and benefit from it.

Amendments to FCDO's proposed programme intervention areas (section 2.1) and priority countries for intervention area 1 (section 2.2) can be recommended as part of the assignment if supported by clear evidence.

3. Assignment aim and objectives

The aim of this assignment is to inform the design of the proposed £94 million AMCAT programme. This work will enable FCDO to draft its Business Case for the programme. These Terms of Reference outline the core objectives, tasks and deliverables of the assignment.

The core objectives of the assignment are, working closely with the FCDO programme team, to:

- a. Undertake research and analysis to inform programme design in alignment with FCDO's vision (section 2), which will be supplemented by 'programme concept' documentation that will be shared at the start of the assignment.
- b. Carry out initial in-person consultations with key IPLC stakeholders in Amazon countries to inform programme design.
- c. Provide inputs that will inform FCDO's Business Case, aligned with FCDO guidance on programme design, by completing the **9 tasks** and providing the **13 deliverables** set out in section 4.
- d. Maintain regular communication with the FCDO on progress, collaborating to ensure evidence and feedback provided by the FCDO programme team is incorporated into the assignment in an iterative and flexible manner.

A key area for consideration under the assignment will be to propose an approach that strikes an appropriate balance of resources across intervention areas to achieve the programme's aim. Programme interventions should be designed to target IPLC organisations at appropriate levels (i.e. regional, national, subnational/territorial) in order to address binding constraints on enhancing forest tenure security.

4. Tasks and deliverables

TASK 1: Undertake in-person consultations with key IPLC stakeholders to refine and



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This task will involve travel to up to five Amazon countries for in-person engagement. Consultations should focus on key IPLC representational organisations capable of engaging on the overarching principles and vision of the programme. The aim is ensure that programme design adequately considers the needs of IPLCs, including by shaping potential parameters and objectives for key programme components (in particular 1 and 2), appropriate governance structures for the programme, and approaches to ongoing consultation with IPLCs. This work will feed into the formulation of the programme options and theory of change (Tasks 3 and 4) as well as the programme implementation plan (Task 8).

A consultation approach (including participants and discussion questions) will be proposed and agreed by the programme team before travel begins. Consultations should take into account best practise for engaging and consulting IPLCs (e.g. see guidance by <u>The Nature</u> <u>Conservancy</u> and <u>FAO</u>). They should ensure representation of different IPLC constituencies, including, where possible, groups representing women, youth, and disabled people. Consideration should also be given to how voices from 'hard-to-reach' IPLC groups might be factored into programme design.

Appendix 2 presents a tentative shortlist of organisations to consult, which aligns with FCDO's proposed candidate countries for intervention area 1 (section 2.2). A final selection of organisations to consult will be proposed based on a critical assessment of this shortlist and the emerging outcomes of the country prioritisation task under this assignment (Task 2). Cost efficiency is a priority; expenditure on travel and accommodation should be minimised while ensuring the aims of these consultations are achieved.

Subject to discussion with the programme team, it may be requested that 1-2 FCDO representatives join each consultation. The task will also involve collaborating with FCDO on parallel engagement (led by the programme team) with 1-3 Government representatives in priority countries.

<u>Deliverable</u>: Written evidence, in the form of a 2-page summary note and a separate record of each consultation. The latter will include the name of each person and organisation consulted, individuals' role in the organisation, the date and location of consultation, and notes on all substantive points discussed.

TASK 2: Propose and justify priority countries for the programme, building on FCDO's initial assessment

This will focus on proposing countries to be prioritised for any programme components that would involve a footprint at local/territorial levels (e.g. intervention area 1 in section 2.1). This should be based on political economy analysis and opportunity for impact. Prioritisation should include consideration of: (1) rates of deforestation; (2) the current IPLC tenure situation (including emerging threats to tenure security); (3) domestic political support for IPLC rights; (4) existing land tenure legal/policy frameworks; (5) presence of institutionalised IPLC organisations (which is also relevant for Task 6c below); and (6) levels of donor/state funding to improve tenure processes and/or IPLC forest tenure security (including potential for AMCAT



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to complement such funding).

Consideration should also be given to the option of a 'country tiering' approach whereby levels

of support in different countries might be staggered or flexed over the programme lifetime. Criteria for different tiers, decision points and timelines for shifting funding across tiers should be set out.

<u>Deliverable</u>: Explanatory body text of maximum 5 pages (including any diagrams), accompanied by a 2-page summary.

TASK 3: Evaluate credible, effective options and interventions to achieve the programme objectives, and provide inputs for FCDO to conduct Cost-Benefit and Value for Money analysis

This will provide a robustly-evidenced basis for a 'preferred option' (including its constituent intervention areas) and consider feasible alternative options. It will appraise both strategic options (i.e. how to achieve aims) as well as delivery pathway options (i.e. delivery model and type of delivery partner or partners suitable).

The 'preferred option' will be reached by following the steps set out in the 2022 edition of the UK Government's 'Green Book', using a long list and short list of options assessed against SMART objectives, multi-criteria decision analysis and swing weightings if appropriate. The objectives should be proposed by the consultant team and agreed by HMG.

A cost profile will be proposed for the preferred option, setting out spend in pounds sterling per intervention area per financial year, divided across Resource Delegated Expenditure Limit (RDEL) and Capital Delegated Expenditure Limit (CDEL). Indicative budgets for interventions in any 'priority countries' will also be included. The cost profile should be accompanied by a brief description of envisaged funding flows for each intervention area (e.g. from FCDO to contractors/grantees and onwards to sub-grantees/consortia partners). Indicative estimates of delivery partner overheads should be factored in and itemised.

The task will involve collaborating closely with FCDO officials, who will compile CBA and VFM analysis for the preferred option identified as described above. This will include identifying and sharing relevant data and evidence to enable FCDO to compile these analyses, as well as discussing recommendations with FCDO on the analytical approach to be taken. The precise nature of the data, evidence and recommendations to be shared will be agreed in discussion with FCDO officials. This may include, but not be limited to, consideration of how to assess the respective costs and benefits to calculate a benefit cost ratio, net present value and, where relevant, quantified economic and social costs and benefits, in line with the Green Book guidance and FCDO appraisal guidance.

<u>Deliverable</u>: Explanatory body text of maximum 20 pages, accompanied by a 5-page summary. Evidence and data will be shared with FCDO economist to undertake CBA and VFM for preferred option, but will not count towards these page limits.

TASK 4: Produce a comprehensive Theory of Change (ToC) for the 'preferred option' by critically reviewing and building on FCDO's draft ToC



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The will comprise an overarching programme ToC for the 'preferred' option, including a hypothesis of change and clear pathway with causal links between inputs, outputs, outcomes

and impacts. The ToC should be supported by robust evidence on effectiveness, assumptions, risks. This work should propose a thorough approach to embedding Monitoring, Evaluation and Learning (MEL) and GEDSI (linked to Task 5) across the programme. Where relevant, the ToC should include reference to country prioritisation (Task 2), evidence from FCDO's 'Best Buys in Nature' document (to be provided separately) and the mapping of relevant programmes/initiatives (Task 6). The ToC will also need to align with the programme results framework (Task 7 below).

The ToC will clearly set out the purpose, nature, boundaries and evidence for each programme intervention, the relationships between intervention areas, how they coordinate and how they fit to the level or scale at which the programme will operate. Where possible, this should be illustrated with 2-3 proven examples of the types of activities that would be supported, as well as examples of activities that would not be supported. This should be accompanied by descriptions of:

- What FCDO money will be spent on (e.g. grants, technical assistance, recruitment of experts, technology).
- Where relevant, how grant recipients or experts recruited by the programme (e.g. under any intervention areas akin to 3 and 4 in section 2.1) will be identified, aligned to programme objectives.
- What, if any issues, will need to be resolved and decisions made during delivery as part of an adaptive programme approach to refine activities in/out of scope including how MEL will feed in.
- The recommended commercial methodology each intervention area to ensure impact and VfM, with a brief justification of why a 'payment for results' approach would/would not be appropriate for each.
- Any proposed co-financing of the programme or specific intervention areas by other donors.

<u>Deliverable</u>: Written narrative description of the ToC of maximum 10 pages (including, where appropriate, ToC flow diagrams), accompanied by a 2-page summary.

TASK 5: Produce a full Gender Equality, Disability and Social Inclusion (GESI) analysis

This should inform and be integrated with relevant elements of the assignment (e.g. reflected in the ToC, intervention areas etc) and follow FCDO guidance on GEDSI. The programme should, where possible, seek to go beyond 'doing no harm' by actively countering gender and social inequalities and ensuring GEDSI representative groups are involved in programme design to further their empowerment. This work should recommend, inter alia:

- A definition of the term 'IPLCs' for the purposes of programme scope (based on the initial definition provided in section 1).
- What (disaggregated) data the programme should collect to better understand issues affecting women, youth and disabled people within the context of the programme.



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- Where appropriate, measures funded through the programme to safeguard IPLCs (especially in the context of conflict between IPLCs and other actors over land and forest resources).
- How to involve IPLCs in consultation, decision making, implementation and monitoring throughout the programme (in alignment with international best practice guidance and the programme vision)

This work should highlight any key insights on the relationship between IPLC cultural norms and forest tenure that will be key to delivery of the programme. This task will not require producing a full GEDSI strategy for programme implementation, but next steps for developing GEDSI strategies during programme implementation should be considered as part of Task 8.

<u>Deliverable</u>: Written GEDSI analysis of maximum 10 pages, accompanied by a 2-page summary.

TASK 6: Develop robust evidence on relevant initiatives, organisations and the niche that this programme will fill

Evidence will identify opportunities for the programme to make a transformational impact based on mapping of finance, policy, initiatives and organisations relevant to IPLC forest tenure security in the Amazon. This mapping should inform other key elements of the assignment, such as the ToC, GEDSI outputs, options appraisal. It will help FCDO to draft the strategic case and other elements of the programme Business Case.

Specifically, this task will provide mapping of the following:

a. Relevant international, regional and national forest and climate finance

This will build on initial mapping provided by FCDO. It will include private as well as public and multilateral finance. In particular, this will include: (i) **initiatives that provide funding for IPLC forest stewardship in the Amazon**, encompassing thematic areas such as land tenure, finance access and administration, organisational development, capacity building and environmental/territorial defence; (ii) **donor support for land administration and tenure processes in Amazon countries**, including, for example, support from multilateral bodies and developed countries to improve land registration, and forest management policy and processes; and (iii) **Pan-Amazonian/multi-country policy coordination processes relevant to forests and the programme objectives**. Mapping should specify, where relevant/applicable: initiative name, geographical focus, initiative start/end date, donor (e.g. countries, multilaterals and philanthropies), amount of funding provided, summary of activities undertaken in the Amazon, whether it involves 'direct finance' to IPLC organisations (including via an intermediary), whether (and if so, how) these initiatives seek to disseminate relevant knowledge or practices across/between IPLC groups.

<u>Deliverable</u>: Table of initiatives with brief description of each and their relevance for the programme (maximum 8 pages). This should include hyperlinks to initiatives or relevant evidence where possible.







b. Organisations with a record of implementing programmes and projects relevant to IPLC forest stewardship in the Amazon

This mapping should categorise organisations as commercial entities, international NGOs, multilateral entities, civil society organisations or other (specify). For each organisation, it will briefly describe the nature of activities implemented that are relevant to the programme (particularly on IPLC tenure issues) and set out whether the organisation is a grass-roots organisation, has established relationships with and trust of Amazonian IPLC organisations, and/or directly employs IPLC individuals. For organisations that provide direct finance to IPLC groups or organisations, a summary should be provided of: the modality for provision of finance (e.g. grant-making, unrestricted payments etc); the level of burden for recipients associated with grant agreements, reporting and financial due diligence; and evidence of results from grants.

<u>Deliverable</u>: Table(s) summarising relevant information (maximum 8 pages).

c. Amazonian IPLC institutional landscape

Mapping will document: (i) all major regional and national IPLC organisations in the Amazon of relevance to the objectives of this programme and any noteworthy political dynamics between them; (ii) IPLC organisations (at regional, national or subnational levels) that have received direct donor funding in the past (even if via an intermediary); (iii) existing and emerging regional coordination initiatives of Amazonian IPLCs, including efforts to support the exchange of knowledge between IPLC groups on protecting forests and enhancing forest tenure security; and (iv) political economy analysis of IPLCs in the recommended priority countries recommended (as per Task 2), reflecting on opportunities and challenges associated with policy, legal and customary rights, as well as the political dynamics between key IPLC organisations and groups in each country. For 'i' and 'ii' above, information on the following should be provided: organisations' membership size, geographical coverage, their relevance for the programme, what donor funding they have managed, any other evidence indicative of potential capacity to manage finance, and handling sensitivities associated with potential support from UK Government.

<u>Deliverable</u>: Written outputs, using tables where appropriate (maximum 12 pages).

d. Case studies of successful past interventions relevant to the programme

This will present case studies illustrating successful past interventions akin to those that might be supported by major intervention areas under the programme. The aim is to demonstrate on-the-ground evidence, ideally from the Amazon Basin, of such interventions for enhancing IPLCs' forest tenure security and reducing forest loss. In particular, case studies should illustrate: (i) successful transfer, between territories, of IPLC-led approaches to protecting forests and enhancing tenure security (both within a single country and across countries) and (ii) multi-actor coordination involving resulting in successful advocacy to change national government policy



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in favour of IPLC interests.¹ If such evidence is limited within the Amazon region, examples should be drawn from elsewhere in Latin America in the first instance, or

globally. FCDO is open to the development of case studies in other relevant areas that would strengthen the programme Business Case.

<u>Deliverable</u>: Narrative case studies (maximum 5 pages), including links/citations enabling programme team to locate additional detail.

e. Overview of key findings based on mapping

This will provide a narrative summary of key findings from the mapping under tasks 6a-6d above, including a description of the strategic 'value add' of the programme.

Deliverable: Written output of maximum 4 pages.

TASK 7: Propose a programme results framework aligned with the ToC (Task 4) which links outputs and outcomes to specific indicators and <u>ICF Key Performance Indicators</u>

This will set out what will change and who will benefit as a result of the programme. Where possible, the results framework should be quantitative, encompass poverty reduction and gender / (dis)ability disaggregated impacts and indicate finance leverage potential. It should also include estimates of how much interventions would score as International Climate Finance (ICF) based on HMG's ICF guidance and the OECD Rio Markers. It should consider data and evidence availability, sources of verification, implications for MEL as well as MEL costs. This work will help FCDO to formulate elements of the strategic and management cases within the programme Business case.

<u>Deliverable</u>: Indicative results framework with a year 0 baseline and targets for indicators over the period years 1 to 6, including sources of verification and responsibility for verification.

TASK 8: Propose a plan for adaptive programme delivery

This will recommend activities, decision points and milestones for operationalising and delivering the programme once FCDO has secured Business Case approval and entered into any agreements with programme delivery partners. This work will help to inform the programme management case. It must be sufficiently clear to enable next steps to be taken forward independently and ensure an effective approach to responding to the needs and views of IPLCs, as set out in section 2.3. It should provide more detail for the first year of the programme, and indicative plans for subsequent years which can be updated by the programme team.

The plan will propose, inter alia:

¹ The Amazon Indigenous Rights and Resources (AIRR) may be an interesting example to consider in regards to 'ii'.



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- Timings, sequencing, roles, responsibilities and any specific requirements for actions needed to operationalise the programme and its constituent intervention areas once it begins.
- Governance structure(s) for the programme and, where necessary, specific intervention areas, taking into account how different IPLC interests could be reflected in decision making (while also managing potential conflicts of interest in this regard).
- An indicative list of IPLC organisations and other stakeholders (e.g. national authorities, donors) to be engaged during any future consultations and the objectives for this engagement.
- An approach (potentially linked to the above) to (1) deciding the activities that will be in/out of scope for funding under different components and, if appropriate, (2) hiring of experts if required for any structures resembling intervention areas 3 and 4 in section 2.1.
- Indication of whether any of the proposed programme interventions would require a formal process for the Free, Prior and Informed Consent (FPIC), or other types of consultation (either recommended by best practise on engaging IPLCs or required by national legislation). If so, this should be factored into timelines and sequencing.
- If deemed beneficial, a proposed approach to piloting certain activities during the inception phase ahead of scaled up delivery through any of the programme intervention areas.

<u>Deliverable</u>: Written output accompanied by timeline diagrams where appropriate (maximum 8 pages).

TASK 9: Assess key risks faced by the programme, develop an initial delivery chain risk chain (DCRM) map and provide recommendations for management of risks.

<u>Overview</u>: This will be structured around FCDO's risk categories and propose mitigations for each (including in relation to GEDSI), aligning with FCDO guidance on risk management. It will propose key questions to guide programme monitoring. This work will help to inform FCDO's management case for the programme.

<u>Deliverable</u>: Written outputs illustrated with relevant tables/figures/schematics (maximum 5 pages).

5. Methodology

5.1. Approach to assignment

Consultants should take the following approach to the objectives, tasks and deliverables set out above:

a. Review background documents to understand FCDO's strategy, objectives and vision for the programme.



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- b. Organise kick-off meetings, including facilitating discussions with FCDO's programme team and other HMG stakeholders identified through background documentation and at FCDO suggestion.
- c. Organise regular (weekly/fortnightly) meetings with the FCDO programme team to enable close cooperation on the process of programme design.
- d. Build on background information (which will be made available after contract award). Consultants should critically assess FCDO's draft ToC and current programme vision, using
- e. their expertise and desk-based research to ensure that the programme will deliver its core objectives.
- f. Coordinate closely with the FCDO programme team to organise and carry out in-person, Spanish/Portuguese-language consultations with select IPLC organisations and key stakeholders, in an appropriate, culturally-sensitive manner.
- g. Develop and propose interventions and delivery approaches to achieve programme outcomes efficiently and effectively at scale, drawing on: consultants' expertise, background on the programme vision, evidence of effective approaches, and evaluations of other HMG and non-HMG ODA programmes.
- h. Desk-based review of evidence to inform the aims of the programme in priority countries, building on FCDO's existing country prioritisation assessments, analysing relevant initiatives in the Amazon and commitments made by countries, reviewing feedback from HMG's overseas network or following further engagement led by FCDO, and considering other sources.
- i. Stakeholder analysis and engagement to identify existing or planned initiatives related to the programme objectives and gather lessons learned from these. This may include both desk-based review of secondary evidence and discussions with FCDO, as well as desk-based meetings with relevant organisations.

Final decisions on activities and geographies for the programme will be taken by FCDO. The consultants appointed will provide recommendations for FCDO to consider in the development of its business case.

Deliverables should be drafted in a style that aligns to FCDO's business case template and guidance. They will be provided in editable formats compatible with Microsoft Word, Excel and PowerPoint programmes. Provision of deliverables in any other format will be agreed on a case-by-case basis by the FCDO programme team. All deliverables will be in English, with translations provided for any material included in other languages.

5.2. Recording and citing evidence

Minutes of consultations and discussions with key stakeholders outside of FCDO will be provided by the consultants in the final report, unless otherwise agreed with FCDO.

All recommendations and analysis in the contract's reporting and outputs will be supported by robust, peer-reviewed evidence and/or evidence drawn from consultations and stakeholder meetings. Both should referenced clearly throughout. All references should be included as



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Endnotes, with a simplified format of: Author (Year) Title, Journal or Organisation and a working hyperlink. Use "et al" for various authors. For example:

Watts et al (2020). NDCs: a force for nature? Second Edition. WWF.

Consultants will develop a clear system for referencing evidence from consultations and other stakeholder discussions in written deliverables.

5.3. Confidentiality

Consultants will not discuss or disseminate information directly or indirectly to external organisations without explicit permission from FCDO's programme team.

6. Consultant requirements

To be considered for this opportunity, a team of consultants would need to include:

- Extensive experience and knowledge of IPLC land rights (*essential*) and forest conservation and IPLC forest stewardship in the Amazon (*desirable*).
- Experience and knowledge of FCDO Business Case economic analyses (essential) and the economics of forests/biodiversity conservation and land tenure issues (*essential*), ideally in relation to the Amazon Basin and IPLCs (*desirable*).
- Expertise and recent experience in developing UK aid programmes focused on climate change, environmental and/or natural resource management issues (*essential*), ideally including the development of FCDO Business Cases and adaptive programmes (*desirable*).
- Experience and knowledge of Gender Equality, Disabilities and Social Inclusion (GEDSI) in aid programmes (*essential*), ideally with understanding of the unique cultural aspects of IPLCs in the Amazon and/or FCDO's approach to GEDSI (*desirable*).
- Experience and knowledge of Monitoring, Evaluation and Learning (MEL) in aid programmes (*essential*), ideally including experience with FCDO's MEL frameworks (*desirable*).
- First-hand expertise and knowledge of working with IPLCs (*essential*), ideally including team members of Latin American or IPLC backgrounds (*desirable*).

The consultancy team will need run consultations with stakeholders in Spanish and Portuguese as required, and be able to analyse evidence in these languages robustly.

7. Budget, reporting and timelines

The total budget currently available for this assignment is a maximum of £360,000, inclusive of any taxes. The assignment should be fully completed within 14 weeks of the contract award being formalised. There may be scope to negotiate a short extension (up to three weeks) with FCDO's programme team.

Consultants will regularly report and discuss their approach with the FCDO design team



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through fortnightly (if not weekly) meetings. In addition, major reporting milestones will be as follows (timings are indicative):

- Kick-off meeting and refined final objectives/deliverables of the assignment by *Week 1*.
- Draft versions of deliverables (and in some cases sub-components) will be provided to FCDO along the course of the assignment period. The **table** below proposes timelines for submitting draft versions of deliverables. Consultants can propose for deliverables to be

submitted in a different order, while ensuring regular sharing of drafts. FCDO will return feedback on these within seven working days of receipt in order to shape consultants' final drafts.

- A package of final drafts of all assignment deliverables will be submitted by **Week 11**. A presentation on the package of final drafts will be delivered to FCDO programme team. FCDO will return feedback within no more than 7 working days of the report's submission.
- Finalised versions of all deliverables will be submitted by *the end of contract*, incorporating feedback from FCDO provided on earlier drafts. A presentation summarising key elements of the final deliverables will be delivered to FCDO and other HMG colleagues by *end of contract*.

Deliverable (full details on	Indicative Timeline for	
requirements in section 4 above)	submission (in draft status	
	unless otherwise stated)	
- 1 st draft country case studies	End of Week 2	
- Inception Report		
- Task 1 deliverable: Consultation	End of Week 7	
Summary Notes for each		
country		
- Task 2 deliverable: Updated 5	End of Week 8	
page report on country		
prioritisation		
- Task 3 deliverable: Preferred	End of Week 9	
and alternative options report		
- Task 4 deliverable: Draft Theory of Change		
- Task 5 deliverable: GEDSI		
Analysis		
(Costing and modelling table – to		
be produced by FCDO in		
conjunction with consultants)		
Task 6 deliverables:	End of Week 10	
- Mapping of climate finance		
- Table of initiatives with brief		
descriptions		
 Table of organizations with a record of implementing 		



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	programmes and projects	
	relevant to IPLC forest	
	stewardship in the Amazon	
-	Mapping of IPLC institutional	
	landscape	
-	Case Studies	
-	Overview of Mapping docs	
-	Task 7 deliverable: Results	End of Week 11
	Framework	
-	Task 8 deliverable: programme	
	delivery plan	
-	Task 9 deliverable Risks and	
	Delivery Chain Risk Map	
Fina	al versions including presentation	End of contract

The recipient of this assignment will be officials in FCDO's UK offices as well as UK embassies in the Amazon region.

8. Key documents for assignment

FCDO will share the following documents after the contract is awarded:

- Relevant FCDO Programme Operating Framework guides, including on Programme Design, Business Cases, Theories of Change, Logical Frameworks, Use of Evidence, Risk Management, Value for Money, Safeguards, Gender, Disability Inclusion
- FCDO Business Case template
- 'Top tips for adaptive programmes' document
- UK Government Orange Book: Management of Risk Principles and Concepts
- HM Treasury Green Book and Appraisal Guidance for ODA Projects Affecting GHG Emissions
- Additional FCDO frameworks on GEDSI
- FCDO 'Best Buys' documents on mitigation and nature
- AMCAT concept document and accompanying 'explainer'
- FCDO's initial mapping of UK forest programmes
- Proposed list of stakeholders (and specific experts) for consultation during the programme design and inception phases
- Notes from initial programme scoping workshops with external experts
- Draft recommendations for donors that have signed the COP26 <u>IPLC Forest Tenure</u> <u>Pledge</u>

Requests for FCDO to share other internal documents will be considered by the programme team on a case-by-case basis.

9. Ethics and compliance



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Full compliance with EACDS Lot 4 Consortium Agreement obligations, including in respect of ethics and compliance issues, is a requirement of participation in this assignment. The following information and requirements are set out to complement and highlight some key features of these obligations in respect of the work to be delivered.

9.1. Conflicts of interest

Written outputs from this assignment will be made available to the market ahead of any future procurement related to the programme in order to mitigate potential conflicts of interest. The supplier(s) should set out additional measures that will be taken, where necessary, to further mitigate such conflicts of interest.

9.2. Compliance with Gender Equality and Public Sector Equality Duty

The supplier will give due regard to the Gender Equality Act and the Public Sector Equality Duty when designing and implementing the project. The supplier will consider the impacts on gender equality and on groups with protected characteristics under the Equality Act. Doing so, the supplier will identify opportunities to eliminate discrimination and promote equality of opportunities for groups identified as marginalised (elements to consider include gender/sex, age, disability status, and dynamics around ethnic groups who may face exclusion).

9.3. Do No Harm and Safeguarding

FCDO requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with FCDO 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.

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. 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. The supplier will be required to adhere to FCDO's policy with respect to Safeguarding.

9.4. Anti-fraud and anti-corruption

The supplier must apply suitable approaches in delivery of this assignment both to ensure the identification of intervention options for the NbSA is undertaken free of bias, and that the

designs of potential options are developed with due attention to mitigation of any fraud and corruption risks.

9.5. Duty of care

The Supplier will be expected to meet the appropriate UK and overseas duty of care in relation to its employees and other personnel it retains, and logistical arrangements. If deemed



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necessary, FCDO may need to be convinced that systems and procedures that the Supplier has in place are adequate, if there is travelling to conflict affected or similar high security risk countries.

All Supplier personnel (including its employees, sub-contractors or agents) engaged under a FCDO contract will come under the duty of care of the Supplier. The Supplier is responsible for the safety and well-being of its personnel and any third parties affected by its activities, including appropriate security arrangements. The Supplier will also be responsible for the provision of suitable security arrangements for its 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, and the Supplier must ensure it (and its personnel) are up to date with the latest position.

The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for its 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 its personnel receive the required level of training prior to deployment (where applicable).

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).

The Supplier must confirm in their proposal 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.

FCDO will not award a contract to a Supplier which cannot demonstrate that it is willing to accept and has the capability to manage its duty of care responsibilities in relation to the specific procurement.

FCDO can provide a separate assessment for each proposed country once they have been finalised.

9.6. 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, for indicative purposes, in Annexes B and C as well as the standard clause 33 in section 2 of the Framework Agreement.

The assignment contract will include completed versions of Annex B as appropriate for the work being carried out.



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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 on International Aid Transparency Initiative. 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.

9.8 Delivery Chain Mapping

Delivery chain mapping is a process that identifies and captures, usually in visual form, the name of all partners involved in delivering a specific good, service or charge, ideally down to the end beneficiary. Delivery chain mapping is a key component of FCDO's Due Diligence Framework, which adopts a four-pillar approach in assessing a potential partner's capacity and capability to deliver our work and manage UK taxpayer's funds. The four pillars assess an organisation's i) Governance and Internal Control; ii) Ability to Deliver; iii) Financial Stability; and iv) Downstream Activity. This process allows teams to understand potential delivery chains and where the greater risks and assurance will be required to successfully implement our contracts. The delivery chain is assessed at pillar four, Downstream Activity. 96. FCDO's competitive tendering processes are designed to test suppliers' capability/capacity to ensure risks are managed and mitigated, and to provide assurances on the successful delivery of the programme. This will include a requirement to provide visibility of the flow of FCDO monies via a Delivery Chain Map with a requirement to update and report throughout the length of the contract.



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Appendix 1 – GDPR

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. Any changes to the content of this schedule must be agreed formally with FCDO under a Contract Variation.

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this Call-down Contract: 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 the following Personal Data: • To be determined
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data [and Special Categories of Personal Data]	
Plan for return and destruction of the data once processing complete	(UNLESS requirement under EU or European member state law to preserve that type of data)



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Appendix 2 – Stakeholders

Proposed shortlist of IPLC stakeholders for consultation (Task 1)

The final list of stakeholders to be consulted should be agreed with the FCDO programme team, who can provide contact details for some organisations. FCDO is open to suggested additions to this list, in particular ensuring that IPLC groups representing women, youth and disabled people are involved.

Travel to the city of Brasilia might also be required to join FCDO-led 2-3 consultations with key government authorities.

Stakeholder	Location
Coordinadora de Organizaciones Indígenas de la Cuenca Amazónica	Quito, Ecuador
RIADIS Red Latinoamericana de Organizaciones de Personas con Discapacidad y sus Familias	Quito, Ecuador
Organización de los Pueblos Indígenas de la Amazonía Colombiana	Bogotá, Colombia
Proceso de Comunidades Negras en Colombia (Renacientes)	Bogotá, Colombia
Consejo Nacional de Territorios indígenas (CNTI)	Bogotá, Colombia
Coordenação das Organizações Indígenas da Amazônia Brasileira	Manaus, Brazil
Fundo Apoio às Comunidades Quilombolas do Pará	Pará, Brazil
Movimiento Interestadual das Mulheres Quebradeiras de Coco Babaçu	São Luís, Brazil
Asociación Interétnica de Desarrollo de la Selva Peruana	Lima, Peru
Organización Nacional de Mujeres Indígenas Andinas y Amazónicas del Perú (ONAMIAP)	Lima, Peru
Confederación de Pueblos Indígenas de Bolivia	Santa Cruz, Bolivia
Confederación Nacional de Mujeres Indígenas de Bolivia (CNAMIB)	Santa Cruz, Bolivia