



**Ministry
of Defence**

Section 1 – Form of Contract

Framework Agreement for:	CONFLICT, STABILITY & SECURITY FUND (CSSF) FRAMEWORK 2023-2027
Reference Number:	CPG/7654/2022
Lot Number:	Lot 1
Call-Off Title:	MOD – Provision of an International Humanitarian Law (IHL) and Protection of Civilians (POC) Advisor and A Senior Police Peacekeeping Advisor
Call-Off Reference:	712874450

This Call-Off Contract is made between the Secretary of State for Defence, acting as part of the Crown (“the Authority”),

And

Palladium International Limited (“the Supplier”) having their main or registered office at 16th Floor, Hylo, 105 Bunhill Row, London, EC1Y 8LZ

(“the Parties”)

SIGNED on behalf of the Parties:

For the Supplier:

For the Authority:

By:

Full Name: A Prestage

Full Name: E Harding

Position held on behalf of Supplier:

Position held on behalf of Authority:
Commercial Officer HO Commercial BP4
delivery team

Date:

Date:

CSSF FRAMEWORK 2023 - CALL-OFF CONTRACT

Framework Agreement with:	Palladium International Limited
Company Number:	02394229
Sub-Contractors/Consortia:	
Company Number:	
Framework Agreement for:	CONFLICT STABILITY & SECURITY FUND 2023
Framework Agreement Number:	CPG/7654/2022 (Lot 1)
Call-off Contract For:	MOD – BPST(A)
Contract Number:	712874450

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Section 2 – Call-Off Terms & Conditions

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1. The above mentioned Framework Agreement.

1.1. Capitalised terms used in this Call-Off Contract shall (save where specified otherwise) have the meaning set out in the Framework Agreement.

2. Your proposal of 26 Nov 2024.

2.1. The Authority requires Palladium International Limited ("the Supplier") to provide the Services as stated in the *Statement of Requirements* at Annex 1 and, under the Terms and Conditions of the Framework Agreement, which shall apply to this Call-off Contract as if expressly incorporated herein.

3. Commencement and Duration of the Services

3.1. The Supplier shall start the Services no later than 6 Jan 2025 ("the Start Date") and Services shall be completed by 31 March 2025 ("the End Date") unless the Call-off Contract is terminated or extended in accordance with the terms and conditions of the Framework Agreement and by contract variation.

3.2. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier's performance is not deemed satisfactory or the fund available to the CSSF programme is no longer sufficient to continue financing the programme.

4. Recipient

4.1. The Authority requires the Supplier to deliver to the two advisors to BPST(A) ("the Recipient").

5. Financial Limit

5.1. Payments under this Call-off Contract shall not exceed £72,000.00 (pounds) ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the [Statement of Requirements \(Annex 1\)](#) and [Schedule of Prices and Rates \(Annex 3\)](#).

5.2. The Call-off Contract does not include an extension option.

5.3. To support invoicing the Supplier shall provide monthly financial statements, covering the courses delivered together with the Contract reference number and Purchase Order number.

5.4. Payment of invoices will be made monthly in arrears on receipt of an itemised invoice.

6. Milestone Payments and Charges

6.1. Any Supplier Personnel employee fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Call-off Contract.

6.2. Where applicable Milestone Payments, will be made on satisfactory performance of the Services, at the payment points defined as per Schedule of Prices and Rates. At each payment point set criteria will be jointly agreed as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority 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 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

7. Fixed Price

7.1. Where the Parties have agreed in the [Schedule of Prices and Rates \(Annex 3\)](#) that the Services will be provided on a fixed price basis, then the fixed price shall be paid according to the Schedule of Prices and Rates, which may relate to the achievement of specific Milestones as defined, dates or acceptance and shall be inclusive of all Supplier costs.

8. Time and Material

8.1. Where the Parties have agreed in the [Schedule of Prices and Rates \(Annex 3\)](#) that the Services will be provided on a time and materials basis, then:

- a) the Services shall be provided in accordance with the rate card set out in the Schedule of Prices and Rates;
- b) the Parties shall agree a maximum price, which shall include but not be limited to a resource profile, a fixed date to start and to complete and a set of deliverables, further details of which shall be agreed by the Parties in the Schedule of Prices and Rates;
- c) the Supplier shall attach to each invoice, records of the time spent and materials used in providing the Services, together with all supporting documentation including but not limited to all relevant timesheets, receipts (if applicable), a list of Services to which the invoice relates and a reference to the Contract and Schedule of Prices and Rates, as well as any other information as reasonably requested by the Authority from time to time;
- d) the Supplier must notify the Authority immediately if it becomes apparent that the cost to complete the Services will be in excess of the maximum price, and shall only proceed with and be paid for Services in excess of the maximum price with the prior written consent of the Authority.

9. Officials

9.1. The Authority Project Officer is Major Terry Williams, the Authority Contract Officer is Elisabeth Harding.

10. Key Personnel

10.1. The following Supplier Personnel are the Key Personnel for the purposes of this Call-Off Contract:

<i>Title:</i>	<i>Name:</i>	<i>Contact Number:</i>	<i>Email Address:</i>
	James Sparrow		
	Andrew Powell		
	Steven O'Donoghue		

11. Monitoring and Contract Performance Reports

11.1. For the purpose of monitoring of performance, the Supplier shall submit project reports in accordance with the agreements and timescales contained in the [Statement of Requirement at Annex 1](#).

11.2. These provisions will include without limitation:

- i. random inspections;
- ii. regular meetings;
- iii. the regular delivery of written management reports;
- iv. monthly report on Key Performance Indicators.

11.3. All such agreements will be carried out by the Supplier in a timely manner, as reasonably required by the Authority, and in line with Good Industry Practice.

12. Duty of Care

12.1. Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. The Supplier will be responsible for all security arrangements and His Majesty's Government accepts no responsibility for the health, safety and security of individuals or property.

12.2. Unless otherwise agreed, 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 the Authority in respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.

12.3. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier 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.

12.4. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off

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.

12.5. Where the Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the [Statement of Requirements at Annex 1](#).

13. Third Party Rights for Sub-Contractors

13.1. The Supplier shall ensure that all Sub-Contracts contain provisions to the effect of "in respect of security and secrecy, intellectual property and audit rights corresponding to those placed on the Supplier under this Contract (subject to such variations as the Authority may reasonably specify), which the Authority shall have the ability to directly enforce under the Contracts (Rights of Third Parties) Act 1999.

14. Call-off Contract Signature

14.1. If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at paragraph 9 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

15. Destruction and deletion of Authority Data and Confidential Information

15.1. Pursuant to:

- Clause 16.1.3 of the Framework Agreement requiring the Supplier to provide an inventory of Authority Data in its possession or control; and
 - Clause 29 (Confidentiality);
- The Supplier shall, at the written direction of the Authority, delete, destroy or return, as appropriate, all Authority Data and Confidential Information (and any copies of it) on termination of the Call-Off Contract.

16. Special Terms & Conditions

16.1. The Following Defence Conditions apply to this Call-Off Contract:

Number	Edition	Title
DEFCON 005J	18/11/16	Unique Identifiers
DEFCON 129J	18/11/16	The Use Of The Electronic Business Delivery Form
DEFCON 538	06/02	Severability
DEFCON 566	04/24	Change of Control of Contractor
DEFCON 632	11/21	Third Party Intellectual Property Rights

16.2. DEFCONS can be accessed at <https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

Annex 1 – Statement of Requirements

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ISF Kenya: British Peace Support Team (Africa)

Statement of Requirements

1. Introduction

- 1.1. This Statement of Requirement ("SOR") sets out The Ministry of Defence ("MOD") and Foreign Commonwealth and Development Office ("FCDO") requirements for a Police Advisor and Advisor for International Humanitarian Law and Protection of Civilians for the British Peace Support Team (Africa) ("BPST(A)").
- 1.2. This SOR should be read in conjunction with the Invitation to Tender; CSSF Framework Agreement and sample Call-Off Contract.

2. Background and Objectives

- 2.1. The British Peace Support Team (Africa) (BPST(A)) is an integrated (predominately British Army) team, based in Nairobi, Kenya. It is commanded by a UK Army Colonel and is charged with delivering elements of Conflict, Stabilisation, and Security Fund (ISF) activity across the continent from across the Africa Peace and Security, Somalia, and East Africa HMG National Security Strategies.
- 2.2. In UK policy terms, BPST(A) is designed to help meet the broader goals of the National Security Strategy; to which BPST(A) functions are aligned, these are continental wide security concerns linked to UK priorities in Africa, including counter terrorism (CT), maritime security, the proliferation of small arms and light weapons, organised crime, and Prevention of Sexual Violence Initiative (PSVI); these issues are addressed in a timely, and coordinated manner by the appropriate institutions.
- 2.3. In support of the African Peace Support Operations (APSO) programme, the primary objectives of this project are to:
- 2.4. Outcomes:
 - 2.4.1. Troop and Police Contributing Countries (T/PCCs) are better able to deploy quality contributions to UN and African Union (AU) peace operations.
 - 2.4.2. The AU is better able to establish, manage, support, oversee, plan and generate forces for Peace Support Operations (PSO).
- 2.5. Outputs
 - 2.5.1. Selected partner states have increased knowledge and skills to conduct Force Preparation of military and police capabilities for UN and/or AU peace operations.
 - 2.5.2. Selected partner states have increased knowledge on UN PSO doctrine and standards and, where applicable, IHL and PoC frameworks, gender, conduct, and discipline.
 - 2.5.3. Personnel deploying to UN and AU missions have increased knowledge and skills on specific capabilities, as required by the UN and AU.

- 2.5.4. The AU Commission Peace Support Operations Division (PSOD) has increased knowledge on PSO doctrine, policies and procedures.
 - 2.5.5. The AU Commission is equipped with knowledge and skills which enable more capable PSO administrative functions, including in financial management.
 - 2.5.6. AU PSOD and the AU's Police Strategic Support Group (PSSG) have improved policing capacity and increased knowledge and skills to enable better performance and functionality. The programme has developed a **Error! Reference source not found.** (see diagram below).
- 2.6. The final outcomes/results that the appointed Supplier will be expected to deliver will be the provision of services of an IHL/Police advisor for the duration of the contract.

3. Recipients and beneficiaries

- 3.1. The main recipients will be the British Peace Support Team (Africa).
- 3.2. The wider beneficiaries will include Defence Sections, High Commission and Embassies in priority countries, and African Union and United Nations peace support operations.
- 3.3. Other partners including police and troop contributing countries, regional peace support training centres and relevant Regional Economic Communities/Regional Mechanisms ("RECs/RMs").

4. Scope of work required

- 4.1. The scope of work required for each Advisor is detailed in their respective Terms of Reference, attached herewith as Appendices 1 and 2.
- 4.2. **Phases of Delivery**
 - 4.2.1. The contract will be delivered in a single phase of three months.
 - 4.2.2. The services to be provided shall bridge a three month gap in service. The services shall ensure continuity in the provision of IHL and Policing Advice to the BPST(A).
- 4.3. **Delivery locations**
 - 4.3.1. The Services will be delivered in Nairobi, Kenya and other sub-Saharan African locations as required for the delivery of the APSO programme.
 - 4.3.2. The Authority expects the Suppliers to be based in Nairobi, Kenya, with life support, transport and accommodation provided by the BPST(A).
- 4.4. **Timeframe**
 - 4.4.1. The Term of the Call-Off Contract is three months. The contract is anticipated to commence on 06 January 2025 and end on 31 March 2025.
- 4.5. **Type of contract**
 - 4.5.1. The contract will be a Time and Materials based contract, with fixed prices agreed at the outset as detailed in ITT-Part 2-Section C-Schedule of Prices and Rates.

5. Suppliers Responsibilities

5.1. The Supplier shall engage, coordinate and communicate as set out below:

5.1.1. Maintain engagement with the BPST(A).

5.1.2. Manage stakeholder expectations regarding the Project's duration, explaining the fixed period nature of the Project.

5.1.3. Keep a register of engagements and supply the BPST(A) with the minutes of key engagement meetings or correspondences.

5.2. The Supplier shall provide activity, project and contract management as set out below:

5.2.1. All documentation Deliverables/Outputs must be produced in Microsoft Office compatible format unless otherwise agreed; and,

5.2.2. Manage the contract according to current industry best practice including managing risks and issues.

5.3. Delivery Requirements

5.3.1. The Supplier shall provide two subject matter experts as follows:

5.3.1.1. An expert Advisor on Policing in Peace Support Operations; and,

5.3.1.2. An expert advisor for International Humanitarian Law and the Protection of Civilians in Peace Support Operations.

5.4. Resourcing requirements

5.4.1. Tender responses should include a proposed resourcing structure, including details on where those staff will be based.

5.4.2. The Supplier shall be responsible for ensuring they propose and maintain the right individuals with the skills and expertise to deliver the contract throughout the Term of the Call-Off Contract.

5.4.3. The Supplier must be prepared to work flexibly if required and respond quickly to unforeseen or changing requirements of the programme. If the Supplier is unable to meet a new request or change in agreed Deliverables from the Authority using the contracted personnel, the Supplier must have in place cost effective and efficient processes for sourcing and/or sub-contracting the necessary expertise to meet these requests in a timely manner.

5.5. Skills and competencies requirements

5.5.1. The Supplier is expected to have a strong working knowledge of delivering expert personnel and support services to governmental and non-governmental agencies delivering projects and programmes in humanitarian and peace support operations. Given limited timeframes for the contract delivery, previous experience of working with the BPST(A) is highly desirable as is a proven track record in the delivery of personnel to CSSF/ISF programmes in Africa.

5.6. The Authority envisages that the core project team should include the following roles:

5.6.1. A Project Manager to maintain contacts with the Contracting Authority.

5.6.2. A Deployments Manager to maintain contacts with the deployed experts.

5.7. **Specific regional / in-country requirements**

5.7.1. The Supplier shall provide each Advisor with a return flight ticket to and from the theatre of operations and their home locations at the start and end of the contract period (if they are not already based in Kenya); daily subsistence allowance and a difficult posting allowance, both based on location; and emergency support assistance, medical and travel insurance, as specified in the attached schedules.

5.8. **Other requirements**

5.8.1. **Quality Assurance**

5.8.1.1. The Authority expects that the Supplier will have robust quality assurance processes in place to ensure the quality and effectiveness of the services to be delivered.

5.8.2. **Risk Management**

5.8.2.1. The Tender shall include a robust assessment of the key risks, detail their approach to risk management and how they propose to manage and mitigate risks for the duration of the contract. This will be revisited and reflected on and updated regularly throughout project implementation. The Supplier shall be proactive in identifying risks or threats to programme delivery.

5.8.2.2. Suppliers should consider how they will adapt and respond to changes in context and any potential alterations to the project.

5.8.2.3. The Supplier will be required to identify financial and programme risks to undertake necessary mitigation actions. Any risk mitigations should be agreed in consultation with the Authority.

5.8.3. **Gender Sensitivity**

5.8.3.1. The Authority views gender equality and women's rights as central to promoting peace and stability overseas. This project will consider any gender-related differences; consider its contribution to reducing inequality between persons of different gender; and ensure that the project does no harm to any gender group.

5.8.3.2. As such, consideration for gender and social inclusion must be fully integrated across all aspects of the intervention. The project design must be underpinned by a full gender and social inclusion analysis (completed in Q1 of the project cycle) that is monitored and updated regularly, and that demonstrably shapes the project's design and implementation, with concrete commitments and action demonstrating the project is designed to have a positive impact on advancing gender equality and/or the empowerment of women and girls, reducing gender discrimination or inequalities, or meeting gender-specific needs.

5.8.4. Disability

- 5.8.4.1. The UK is keen to maintain a focus on disability in its programmes. We take a rights-based approach to disability inclusion in line with the United Nations Convention on the Rights of Persons with Disabilities. This recognises that disability results from the interaction between persons with impairments and the society around them. It is caused by attitudinal and environmental barriers that hinder the full and effective participation in society on an equal basis with others.
- 5.8.4.2. The Tender shall include details about how the Bidder intends to design, develop and implement the project in ways that consider the needs and capabilities of people with disability and other vulnerable groups.

5.8.5. Conflict Sensitivity

- 5.8.5.1. The Authority requires suppliers to take a robust approach to conflict sensitivity. This includes going beyond 'do no harm' principles to include maximising opportunities for positive effect on peacebuilding and conflict dynamics, such as improved community relations and enhanced mediation, and good governance.

5.8.6. Duty of Care

- 5.8.6.1. The Supplier is responsible for the safety and well-being of their Personnel and any Third Parties delivering activities under this Call-Off Contract. The Supplier is responsible for the appropriate security arrangements and documentation required for in-country personnel. The Supplier shall also be responsible for the provision of suitable security arrangements for their domestic and business property. The Supplier is responsible for ensuring appropriate safety and security briefings for all their Personnel working under this contract and ensuring that all Personnel register and receive briefing as outlined above. Travel advice is also available on the FCDO website, and the Supplier must ensure all Personnel are briefed and up to date with the latest position.
- 5.8.6.2. The Supplier shall develop their Tender response based on being responsible for the duty of care. They must confirm in their Tender that:
- 5.8.6.2.1. The Supplier assumes responsibility for security and Duty of Care.
- 5.8.6.2.2. The Supplier understands the potential risks and have the knowledge and experience to develop an effective risk mitigation plan.
- 5.8.6.2.3. The Supplier has the capability to manage their Duty of Care responsibilities throughout the life of the contract.
- 5.8.6.3. If a Bidder is unwilling or unable to accept responsibility for Duty of Care as detailed above, their Tender will be viewed as non-compliant and excluded from further evaluation.

- 5.8.7. Acceptance of responsibility must be supported with evidence of capability. In providing evidence Tenderers should consider the following questions:

- 5.8.7.1. Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications?
- 5.8.7.2. Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively?
- 5.8.7.3. Have you ensured or will you ensure that your staff are appropriately trained (including specialist training where required) before they are deployed, and will you ensure that on-going training is provided where necessary?
- 5.8.7.4. Have you an appropriate mechanism in place to monitor risk on a live/on-going basis (or will you put one in place if you are awarded the contract)?
- 5.8.7.5. Have you ensured or will you ensure that your staff are provided with and have access to suitable equipment, and will you ensure that this is reviewed and provided on an on-going basis?
- 5.8.7.6. Have your appropriate systems in place to manage an emergency/incident if one arises?

5.8.8. Cyber Security

- 5.8.8.1. BPST(A) is a possible target for cyber-attacks. However, the laptop equipment that it shall provide to the contracted Advisors shall be encrypted in accordance with standard Ministry of Defence protocols.
- 5.8.8.2. The Supplier must ensure that every effort is made to provide the project with effective cyber security provision. All IT must have up-to-date encryption installed, and its make/type should be specified in the proposal. The method of communication between the Supplier and the Authority will be confirmed once the contract has been awarded and may include an end-to-end encrypted email service.

5.8.9. Asset Management

- 5.8.9.1. The Supplier will need to set out how they will maintain, control and report on any assets purchased with project funds, mitigating against theft, damage or loss. An asset management plan should be developed if assets exist and/or created within the delivery plan for this programme. The Authority will then determine how the assets are disposed of at the end of the programme as part of the closure activities. All assets will be disposed of in a way that represents best value for money with a clear record of decision making, including approval by the Authority's project SRO and in accordance with relevant legislation on asset disposal.

5.8.10. Safeguarding

- 5.8.10.1. The Authority's aim across all its programming is to avoid doing harm by ensuring that their interventions do not sustain unequal power relations, reinforce social exclusion and predatory institutions, exacerbate conflict, contribute to human rights risks, and/or create or exacerbate resource scarcity,

climate change and/or environmental damage, and/or increasing communities' vulnerabilities to shocks and trends. The Authority seeks to ensure their interventions do not displace/undermine local capacity or impose long-term financial burdens on partner governments, therefore, require partners to lead and robustly consider environmental and social safeguards through its own processes and to live up to the high standards in safeguarding and protection which the Authority requires.

6. Outputs

- 6.1. Following contract signature, the Authority's Commercial Team will move quickly to arrange introduction meetings between the Supplier and relevant Authority stakeholders. This will allow the Supplier to create and provide a workplan and confirm planned activities for the Outputs detailed in paras 6.2 - 6.5 inclusive.
- 6.2. Support the United Nations Department of Peace Operations and the African Union's Peace Support Operations Division, develop policing capacity to deploy to Peacekeeping and Peace Support Operations.
- 6.3. Assist regional institutions as appropriate to foster improved strategies and security related planning, direction and decision making across, within and between countries of the region.
- 6.4. Develop stronger and more legitimate African Peace and security training institutions, attracting funding from the UK, EU, and other national and international donors, and reducing reliance on UN missions.
- 6.5. Support integrated civilian-police-military training and its operational realisation. Assist the development and professionalisation of integrated civilian-police-military training, institutional development, and education, including lesson learning processes across the region, contribute towards improved national and regional strategic planning and implementation capability.

7. Performance Management and Results Framework

- 7.1. Supplier performance shall be measured against delivery of the services described in section 6.
- 7.2. The Supplier shall meet with the Authority as required.

8. Monitoring, Reporting, Evaluation and Learning (MREL)

- 8.1. The contract will be based on a Time basis.
- 8.2. The Supplier will be required to provide services that deliver a maximum number of sixty project days over three calendar months.

9. Budget

- 9.1. This project has a maximum budget of £80,000 from 01 January 2025 to 31 March 2025.

- 9.2. Bidders should not craft their Tenders in such a way that their price reaches the budget ceiling. Bidders should construct their Tender to specifically meet the requirements of this Statement of Requirement and the pursuit of value for money.

10. Break Points

- 10.1. Given the brevity of the contract period, no break points are foreseen by this Agreement.

11. Financial Management and Payments

- 11.1. The Services will be provided on a time and materials basis. The price shall be paid in accordance with the provisions of the Call-Off Contract. Time and Material.
- 11.2. The Bidder will be required to provide a detailed breakdown of a proposed budget as part of their tender to demonstrate how it provides good value for money.
- 11.3. Payments will be made in arrears in accordance with the ISF Framework Agreement. Any unspent annual budget will not be automatically transferred to the next financial year.
- 11.4. Proposals should be made in British Pound Sterling (GBP) and the Supplier will be required to report and receive payment in GBP. Please note that managing exchange risk fluctuations is the responsibility of the Supplier.
- 11.5. Daily subsistence allowance and a difficult posting allowance shall be paid monthly in arrears and shall be based on actuals, with the Price Schedule unit rates as a ceiling (provided they are in line with the overall budget agreed with the Authority and FCDO policy on expenses).
- 11.6. Suppliers must ensure that the following costs do not exceed United Nations recommended daily rates for the Geographical regions visited.
- 11.7. The Supplier shall submit a final financial report upon termination of the contract.
- 11.8. The Authority reserves the right to commission an additional external auditor or reserves the right to conduct financial spot checks during the life of the contract. Should the Authority exercise this right, all costs shall be funded by the Authority.

Appendix 1- Terms of Reference IHL and Protection of Civilians Advisor

Background

BPST(A) supports and provides capacity building for African states to provide quality and well performing contributions to UN and AU PSOs. BPST(A) also supports the AU Commission and its ability to manage, oversee, plan, and administer PSO and forces for PSO, underscored by international standards in PSO. BPST(A) roles:

- Design, develop and deliver pre-deployment training packages for African Troop and Police Contributing Countries to prepare them for deployment on UN or AU led Peace Support Operations (PSOs).
- Assist the AU as appropriate to build capacity and deal with emerging contingencies.
- Support the development of stronger and more legitimate African national PSO training institutions, attracting funding from the UK, EU, and other national and international donors, and reducing reliance on UN missions.
- Assist the specific training necessary to help selected countries counter trans-national threats to them, the region, and the international community.
- Support integrated civilian-military training and its operational realisation. Assist the development and professionalisation of integrated civilian-military training, institutional development, and education, including lesson learning processes across the region, contribute towards improved national strategic planning and implementation capability for PSOs.
- Conduct thorough Monitoring and Evaluation analysis on all activity delivered to measure improvements in operational performance and effectiveness of BPST(A) delivered training.

Key Responsibilities

Within limits of delegated authority, the International Humanitarian Law (IHL) and Protection of Civilians (POC) Adviser will be responsible for performing the following duties:

- Investigate, analyse, and produce a five-year plan for an IHL and POC role within BPST(A) to sit inside the civilian pillar, working with the Gender and Human Security Advisors, and alongside the military and the police advisors, to mainstream and integrate IHL and POC into all training outputs.
- Scope the IHL and POC role, develop an IHL and POC 'offer' for African Troop and Police Contributing Countries and for the AUC, identify a network of IHL and POC experts and practitioners and then to write a detailed full-time job proposal and assist with the identification and recruitment of someone for an enduring role.
- Deliver IHL and POC training to African Troop and Police Contributing Countries and advise on all IHL and POC issues in Peace Support Operations.
- Support knowledge management and data collection regarding IHL and POC.
- Support design and development of IHL and POC training material for BPST(A) and its partners.
- Contribute to the weekly Commander's Update Brief, monthly and quarterly project reports to be included in BPST(A) quarterly reports to higher authorities. Reports are to identify key strategic issues at the regional and country levels and provide conflict analysis and assessments of these; they should also include recommendations for further IHL and POC engagement programming. Contribute to the BPST(A) lessons learned process before, during and after deployment and projects.
- Develop and deliver Monitoring & Evaluation (M&E) Plans for all activity to report progress against the programme Theory of Change (ToC) and Results Framework (RF).
- Performs other duties as required.

Appendix 2- Terms of Reference Police Peacekeeping Advisor

Background

BPST(A)'s UN/AU Police Capacity Development Adviser's role is to:

- Support the United Nations Department of Peace Operations and the African Union's Peace Support Operations Division, develop policing capacity to deploy to Peacekeeping and Peace Support Operations.
- Assist regional institutions as appropriate to foster improved strategies and security related planning, direction and decision making across, within and between countries of the region.
- Develop stronger and more legitimate African Peace and security training institutions, attracting funding from the UK, EU, and other national and international donors, and reducing reliance on UN missions.
- Support integrated civilian-military training and its operational realisation. Assist the development and professionalisation of integrated civilian-military training, institutional development, and education, including lesson learning processes across the region, contribute towards improved national and regional strategic planning and implementation capability.
- Conduct in-mission assessment and provide real-time advice to UK supported partners for enhanced achievement of stabilisation effect.

Key Responsibilities

- Advise the Commander of BPST (A) on all aspects of police contribution to UN Peacekeeping and AU Peace Support Operations, contributing to BPST (A)'s outputs by promoting police contribution to peacekeeping as a fully integrated member of the team.
- Provide analytical, strategic, and technical advisory support to African Police Contributing Countries (PCCs) to deploy to UN Peacekeeping and AU Peace Support Operations.
- Provide analytical, strategic, and technical advisory support to the African Union's Peace Support Operations Division and Police Strategic Support Group to develop police capacity, and training to enable the AU to establish, manage, support, oversee, plan, and generate forces for PSOs.
- Raise awareness for the prevention, monitoring, and investigation of SGBV, SEA and Human Rights abuses to ensure peacekeepers are less likely to inflict them on the civilian population and ultimately more likely to achieve mission success.
- Plan and implement and manage police capacity development programmes within BPST (A) through the provision of developmental activity alongside BPST(A), AU PSOD Police Trainers, non-government organisations, contractors, and UK-based Short Term Training Teams.
- Deliver standardised and quality mission specific police Pre-Deployment Training (PPDT) to AU and UN PCCs deploying IPOs and FPU's to AU/UN PSOs.
- Develop and deliver Monitoring & Evaluation (M&E) Plans for all activity to report progress against the programme Theory of Change (ToC) and Results Framework (RF).
- Performs other duties as required.

Annex 2 – Supplier's Tender[\(Back to Contents\)](#)

Criteria	Suppliers Response
1.4.2 Proposed Solution	

By signing here the Supplier confirms they have opened and checked the embedded documents in Annex 2 and it represents the Supplier's Tender submitted in response to tender reference 712874450 dated 26 Nov 2024.

Signed.....

Date.....13 Dec 2024

Annex 3 – Schedule of Prices & Rates

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Description		Cost Breakdown								
	Band	Daily Rate (based on 7.5 hour day)	No of Days	Total Staff Costs	Travel and Subsistance (to include visa's and flights to Nairobi)	Daily Subsistance Allowance at £23 per day (Accommodation is provided)	Difficult Posting Allowance at £12 per day	Transit Daily Subsistance Allowance at £70 per day *This is the expense rate for travel (e.g. flying to/from UK)	Total T&S and Allowances	Total Cost
IHL and POC Advisor			60	£0.00		£1,380.00	£720.00	£140.00	£0.00	£0.00
Senior Police Peacekeeping Advisor			60	£0.00		£1,380.00	£720.00	£140.00	£0.00	£0.00
									Grand Total	£71,020.00

* The Authority will accept economy (non-flexible) flights. The Authority will not be liable for any other class of airline travel.

By signing here the Supplier confirms they have opened and checked the embedded document/s in Annex 3 and it represents the Supplier's Tender submitted in response to tender reference 712874450 dated 26 Nov 2024.

Signed.....

Date.....13 Dec 2024.

Annex 4 – Processing, Personal Data & Data Subjects

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This Annex 4 shall be completed by the Controller, where required on a Call-Off Contract by Call-Off Contract basis, who may take account of the view of the Processor, however the final decision as to the content of this Annex 4 shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: TBC
2. The contact details of the Processor's Data Protection Officer are:
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex 4.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, and in relation to CPG/7654/2022 Call-Off Contract 712874450 the Customer is the Controller and the Supplier is the Processor in accordance with Clause 33.2.1.
Subject matter of the processing	No Personal Data will be processed under this Call-Off Contract.
Duration of the processing	For the duration of the contract.
Nature and purposes of the processing	Not applicable
Type of Personal Data being Processed	Not applicable
Categories of Data Subject	Not applicable
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Not applicable

Annex 5 – Insurances

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REQUIRED INSURANCES (SCHEDULE 3 OF THE FRAMEWORK AGREEMENT REFERS)

CALL-OFF CONTRACT REFERENCE: 712874450

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1.

1.1 The Supplier.

2. INTEREST

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

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

loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 3) and arising out of or in connection with the provision of the Services and in connection with this Call-Off Contract.

3. LIMIT OF INDEMNITY

3.1 Not less than £1,000,000 or 125% of the annual Charges (whichever is the greater) that are payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) in respect of any one occurrence, the number of occurrences being unlimited. In respect of products and pollution liability, not less than £1,000,000 or 125% of the Charges (whichever is the greater) payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) for any one occurrence and in the aggregate per annum.

4. TERRITORIAL LIMITS

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

5. PERIOD OF INSURANCE

5.1 From the commencement date of the Call-Off Contract for the term of the Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6. COVER FEATURES AND EXTENSIONS

6.1 Indemnity to principals clause.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8. MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed £10,000 for each and every third party property damage claim (personal injury claims to be paid in full).

9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3

9.1 Not applicable.

PART B: PROFESSIONAL INDEMNITY INSURANCE

1. INSURED

1.1 The Supplier.

2. INTEREST

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

3. LIMIT OF INDEMNITY

3.1 Not less than £1,000,000 or 125% of the annual Charges (whichever is the greater) that are payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) in respect of any one occurrence and in the aggregate per annum.

4. TERRITORIAL LIMITS

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

5. PERIOD OF INSURANCE

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

6. COVER FEATURES AND EXTENSIONS

6.1 Retroactive cover to apply to any claims made policy wording in respect of this Call-Off Contract or retroactive date to be no later than the commencement date of the Call-Off Contract.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils

7.2 Nuclear and radioactive risks

8. MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed £5,000 each and every claim.

9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3

9.1 Not applicable.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

10. GENERAL

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

Annex 6 – Supplier Code of Conduct

(APPENDIX 1A AND 1B OF THE FRAMEWORK AGREEMENT REFERS)
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FCDO Supply Partner Code of Conduct

Principles

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

Overarching Principles for Supply Partners

- ✓ **Act responsibly and with integrity**
- ✓ **Be transparent and accountable**
- ✓ **Seek to improve value for money**
- ✓ **Demonstrate commitment to poverty reduction and FCDO priorities¹**
- ✓ **Demonstrate commitment to wider HMG priorities²**

FCDO Supply Partner responsibilities

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

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

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

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

Scope

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

1. Value for Money and Governance Key Performance Indicators KPI 1 a - c

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

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

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

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

Specific requirements include:

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

2. Ethical Behaviour
Key Performance Indicators KPI 2 a- f

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

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

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

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

Supply Partners and their delivery chain partners must declare to FCDO where there may be instances or allegations of previous unethical behaviour by an existing or potential staff member or where there is a known or suspected conflict of interest. Where a potential or existing staff member has been employed by FCDO or the Crown in the preceding two years Supply Partners and their delivery chain partner must provide proof of compliance with the HMG approval requirements under the Business Appointment Rules.

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

- ✓ Development and proof of application and embedding of a Staff Recruitment, Management and Retention policy (which must address circumstances where there may be potential or actual conflict of interest and embedding of a Whistleblowing Policy)
- ✓ Ongoing monitoring of potential or existing personal, business or professional conflict of interest and their mitigation and management
- ✓ Ethical training for every staff member and staff updates in ethical working practices suitable to the development sector (e.g. UN Global Compact principles) including awareness of modern day slavery and human rights abuses

- ✓ Procedures setting out how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the FCDO Counter Fraud and Whistleblowing Unit (CFWU) at reportingconcerns@FCDO.gov.uk or on +44(0)1355 843551

3. Transparency and Delivery Chain Management

Key Performance Indicators KPI 3 a – f

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

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

Specific requirements for direct Supply Partners include:

- ✓ Provide assurance to FCDO that the policies and practices of their delivery chain Supply Partners and affiliates comply with the Code;
- ✓ Maintaining and sharing with FCDO up-to-date and accurate records of all downstream partners in receipt of FCDO funds and/or FCDO funded inventory or assets. This should map how funds flow from them to end beneficiaries and identify risks and potential risks along the delivery chain;
- ✓ Ensuring delivery chain partner employees are expressly notified of the FCDO 'reporting concerns' mail box³ found on FCDO's external website and of the circumstances in which this should be used;
- ✓ Publication of FCDO funding data in accordance with the International Aid Transparency Initiative (IATI)⁴
- ✓ Supply Partners shall adhere to HMG prompt payment policy and not use restrictive exclusivity agreements with sub-partners.

4. Environmental issues

Key Performance Indicators KPI 4 a – b

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

Commitment to environmental sustainability may be demonstrated by:

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

⁴ <http://www.aidtransparency.net/>

- ✓ Formal environmental safeguard policies in place;
- ✓ Publication of environmental performance reports on a regular basis
- ✓ Membership or signature of relevant environmental Codes, both directly and within the delivery chain such as conventions, standards or certification bodies (e.g. the Extractive Industries Transparency Initiative⁵).

5. Terrorism and Security

Key Performance Indicators KPI 5 a – d

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

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

Specific requirements:

- ✓ Development and proof of application and embedding of a comprehensive Terrorism and Security Policy
- ✓ Development and proof of application and embedding of personal data processing processes within a Data Protection Policy
- ✓ FCDO Supply Partners must safeguard the integrity and security of their IT and mobile communications systems in line with the HMG Cyber Essentials Scheme⁶. Award of the Cyber Essentials or Cyber Essential Plus badges would provide organisational evidence of meeting the UK Government-endorsed standard;
- ✓ All FCDO Supply Partners who manage aid programmes with a digital element must adhere to the global Principles for Digital Development⁷, which sets out best practice in technology-enabled programmes
- ✓ Ensure that FCDO funding is not linked to terrorist offences, terrorist activities or financing.

6. Safeguarding, Social Responsibility and Human Rights

Key Performance Indicators: KPI 6 a – d

Safeguarding, social responsibility and respect for human rights are central to FCDO's expectations of its Supply Partners. Supply Partners must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within complex delivery chain environments funded by FCDO. These practices include sexual exploitation, abuse and harassment; all forms of child abuse and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture or disability. Supply Partners must place an emphasis on the control of these and further unethical and illegal employment practices, such as modern day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid recipients. FCDO will expect a particular emphasis on the management of these issues in high risk fragile and conflict affected states (FCAS), with a focus on ensuring remedy and redress if things go wrong.

Specific requirements:

- ✓ Development and proof of application and embedding of a Safeguarding Policy;
- ✓ Delivery of Social Responsibility, Human Rights and Safeguarding training throughout the delivery chain;

⁵ <https://eiti.org/>

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

⁷ <http://digitalprinciples.org/>

- ✓ Compliance level 1 Supply Partners must be fully signed up to the UN Global Compact⁸;
- ✓ Practices in line with the International Labour Organisation (ILO) 138⁹ and the Ethical Trading Initiative (ETI) Base Code¹⁰ are to be encouraged throughout the delivery chain;
- ✓ Policies to embed good practice in line with the UN Global Compact Guiding Principles 1 & 2 on business and human rights throughout the delivery chain are required, as detailed in Annex 2;
- ✓ Compliance level 1 Supply Partners to submit a Statement of Compliance outlining how the organisation's business activities help to develop local markets and institutions and further how they contribute to social and environmental sustainability, whilst complying with international principles on Safeguarding and Human Rights labour and ethical employment, social inclusion and environmental protection;
- ✓ Overarching consideration given to building local capacity and promoting the involvement of people whose lives are affected by business decisions.

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

⁹ http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138

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