

Dear Sirs,

Award of contract for: Strengthening prevention plans on State Protection Units for Human Rights Defenders and Journalists in the Federal Protection Mechanism (2020-2021) for the British Embassy in Mexico.

Following your tender/ proposal for “Strengthening prevention plans on State Protection Units for Human Rights Defenders and Journalists in the Federal Protection Mechanism” to the British Embassy in Mexico, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between the British Embassy in Mexico as the Customer and Ms. Silvia Patricia Chica Rincoar, as the Supplier for the provision of Strengthening prevention plans on State Protection Units for Human Rights Defenders and Journalists in the Federal Protection Mechanism for the British Embassy in Mexico. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at Mexico City at the **venue with the best value for money** premises.
- 2) The charges for the Services shall be as set out in **Annex D and Annex E** / the Supplier’s proposal and pricing sheet dated **October 6, 2020**.
- 3) The specification of the Services to be supplied is as set out in **Annex C** / Terms of Reference dated **October 6, 2020**.
- 4) The address for notices of the Parties are:

Customer

British Embassy in Mexico
Rio Lerma 71, Cuauhtémoc, CDMX, Mexico
06500
Attention: Frida Soto
Email: frida.soto@fcdo.gov.uk

Supplier

Silvia Patricia Chica Rincoar
Antonio Van Dick 50. Ciudad de México,
México
Attention: Silvia Patricia Chica Rincoar
Email: chicasilvia@hotmail.com

- 5) The following persons are Key Personnel for the purposes of the Agreement:

Name	Title
Frida Soto	Project policy lead
Carlos Amador	Project policy support
Chris Wall	Project policy supervisor

- 6) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a

Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the Contract.

Payment

7) The Authority may elect to pay for the Services by Contractor invoice via credit transfer or such other method as the Parties may agree. Within 10 working days of receipt of your countersigned copy of this letter, we will agree which payment method will be used.

8) If the Parties agree to adopt payment by invoice, then all invoices must be sent, quoting a valid purchase order number (PO Number), to:
itzel.velarde@fcdo.gov.uk

Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number.

You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

The Authority pays into its Contractors bank accounts by credit transfer.

Liaison

9) For general liaison your contact will be Frida Soto (frida.soto@fcdo.gov.uk) or, in their absence, Chris Wall (Chris.Wall@fcdo.gov.uk), or Carlos Amador (carlos.amador@fcdo.gov.uk) .

Yours faithfully,

Signed for and on behalf of British Embassy in Mexico

Name: Ben Myers

Title: First Secretary Political

Signature:



Date: November 19, 2020.



Signed for and on behalf of Silvia Patricia Chica Rinckoar

Name: Silvia Patricia Chica Rinckoar

Title: Human Rights Consultant

Signature:

Date: November 19, 2020.

We accept the terms set out in this letter and its Annexes, including the Terms & Conditions below.

SHORT CONTRACT CONDITIONS

These conditions shall not apply where the supply of goods or services is subject to the terms of a framework contract between the Contractor and the Authority or any other government department or agency. These short form conditions of contract shall not take precedence over or replace any existing Contractual agreements between the Contractor and the Authority.

Index of Contract Conditions

- | | |
|---|--------------------------------------|
| 1. Interpretation | 17. Assignment |
| 2. Supply of Goods (NOT USED) | 18. Sub-Contracting |
| 3. Supply of Services | 19. Disclosure of Information |
| 4. Subject Matter Of The Contract And Contract Period | 20. Discrimination |
| 5. Title and Risk | 21. Conflict of Interest |
| 6. Acceptance | 22. Loss or Damage |
| 7. Payment | 23. Recovery of Sums from Contractor |
| 8. Warranties and Acknowledgements | 24. Termination |
| 9. Remedies | 25. Insurance |
| 10. Prevention of Corruption | 26. Notices |
| 11. Official Secrets Acts | 27. Variations to the Contract |
| 12. Confidentiality | 28. General |
| 13. Intellectual Property Rights | 29. Dispute Resolution |
| 14. Force Majeure | 30. Law |
| 15. Environmental Requirements | 31. Transparency |
| 16. Health, Safety and Security | 32. Data Protection |

Annexes

- A Supplier Code of Conduct (Programme including ODA)
- A.1 UN Global Compact – Human Rights (Programme including ODA)
- B Processing, Personal Data and Data Subjects Schedule
- C Project Proposal Form
- D Activity Based Budget
- E Terms of Reference
- F Letter from Beneficiary
- G Single Source Justification

1. INTERPRETATION

- 1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Authority”	"Authority" means the Secretary of State for Foreign, Commonwealth and Development Affairs and includes the Authority's Representative. In this Contract, the Authority is acting as part of the Crown.
"Authority's Representative"	means the individual authorised to act on behalf of the Authority for the purposes of the Contract;
“Condition”	means a clause in the Contract;
“Confidential Information”	means the terms of this Contract, together with all information in whatever form and on whatever media of either party which relates to the business, affairs, trade secrets, products, services, marketing plans, software, databases, know-how, personnel, customers or suppliers of either party (as the case may be), whether marked as confidential or which otherwise may reasonably be regarded as the confidential information of a party and which is disclosed or acquired at any time whether before or after the Contract Commencement Date as a result or in anticipation of this Contract;
“Contractor”	means the supplier of the Goods or Services;
“Contract”	means the agreement between the Authority and the Contractor consisting of these Conditions together with any amendments and/or additions thereto as specified on the Purchase Order;
“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer”	take the meaning given in the GDPR;
“Credit transfer”	is a payment instruction from the Authority to its bank or payment service provider to transfer an amount of money to another account.
“Crown Body”	means any department, office or agency of the Crown “FOIA” means the Freedom of Information Act 2000;
“DPA 2018”	means the Data Protection Act
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Subject Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Gateway”	means a review which may be conducted by or for a government department into whether or not a programme, project or any activity is making progress in line with agreed objectives;

"GDPR"	means the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>);
"Goods"	means anything which the Contractor supplies to the Authority under the Contract including any materials provided as part of the Service;
"A GPC (Government Procurement Card)"	is a credit card used for purchasing and/or payment;
"Intellectual Property Rights"	means patents, trademarks, service marks, copyright, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;
"Joint Controllers"	means where two or more Controllers jointly determine the purposes and means of processing
"LED"	means the Law Enforcement Directive (<i>Directive (EU) 2016/680</i>)
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;
"Notice"	means information from either Party to the other Party about a particular action that has been taken;
"Party"	means a Party to this Agreement;
"Processor Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement
"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
"Purchase Order"	means the form, on the other side of these Conditions or attached separately, which the Authority sends to the Contractor setting out the Authority's specific requirements, the contract terms which apply to the Goods and/or Services and any documents referred to therein;
"Regulatory Body"	means any organisation/authority that is authorised to set directions for or monitor standards set out in law;
"Services"	means all the services (including any works) which the Contractor provides to the Authority under the Contract;
"Sub-processor"	means any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement;
"The Crown"	means any central government department of the United Kingdom, or a Devolved Administration, or any other body which is legally defined as a Crown Body.

2. SUPPLY OF GOODS (NOT APPLICABLE FOR THE PURPOSE OF THIS CONTRACT)

3. SUPPLY OF SERVICES

- 3.1 The Contractor shall perform the Services in the manner and exercising that degree of skill, care, diligence, which would reasonably and ordinarily be expected from a skilled and experienced person engaged in providing the same or similar services as the Contractor in the same or similar circumstances as are relevant for the purposes of the Contract.
- 3.2 Where no delivery time is specified by the Authority the Services shall be provided within 10 working days of receipt of the order by the Contractor unless otherwise agreed between the parties.
- 3.3 The Contractor shall make good at its own expense any defects in the Service and/or workmanship which exist or may appear up to 3 MONTHS after completion of the Service.
- 3.4 Where applicable, the Contractor must provide the Authority with a copy of its insurance certificate under the Construction Industry Tax Deduction Scheme before commencing the Services.

4. SUBJECT MATTER OF THE CONTRACT AND CONTRACT PERIOD

- 4.1 This Contract is for to support the Mechanism to Protect Human Rights Defenders and Journalists in assisting State Protection Units (SPUs) and State Human Rights Committees in the development of assessment on violence against Human Rights Defenders (HRDs) and journalists. The Service Supplier will generate targeted and regional proposals based on the State Protection Units Diagnostics from last year and strengthen the products of the comprehensive prevention policy. The project is a continuation of last fiscal year's project under the same name. The Service Supplier will be tasked with the creation of prevention plans, adding a section that addresses the context of the COVID-19 pandemic and the elaboration of online workshops for journalists and HRDs on preventive measures during the pandemic, a final report with lessons learned and recommendations.
- 4.2 The Contract period begins on 19th of November 2020 and ends on 31st of March 2021.

5. TITLE AND RISK

- 5.1 The title and risk in any Goods shall pass to the Authority upon acceptance by the Authority, in accordance with [Condition 6 \(Acceptance\)](#).

6. ACCEPTANCE

- 6.1 The Authority shall not be deemed to have accepted the goods until one of its officers has been afforded a reasonable opportunity to examine them.

7. PAYMENT

- 7.1 The Authority may elect to pay for the Services by Contractor invoice via credit transfer or by Government Procurement Card.
- 7.2 The price that the Authority shall pay for the Goods and/or Service is as set out on the Purchase Order and unless otherwise stated incorporates all incidental costs (except for VAT) incurred by the Contractor in providing the Goods and/or Service including but not limited to administration, collection, transport, packaging and disposal. For the avoidance of doubt, unless otherwise stated, all prices are exclusive of VAT.

Payment against invoice

- 7.3 The Contractor shall submit an invoice within 28 days of supplying the Goods or Services to the satisfaction of the Authority. The invoice must show the amount of VAT payable, bear the Authority's relevant purchase order number and be sent to the invoicing address defined in the contract award letter.
- 7.4 The Authority shall pay the Contractor within 30 days of receipt of an undisputed invoice by payment direct to the Contractors bank account as a credit transfer.

8. WARRANTIES AND ACKNOWLEDGEMENTS

Supply of Goods (NOT APPLICABLE FOR THE PURPOSE OF THIS CONTRACT)

- 8.1 The Contractor warrants that the Goods which it is providing correspond to the description and/or sample given to the Authority by the Contractor and all other warranties, conditions or terms relating to the fitness for purpose, quality or condition of the Goods implied by statute or common law apply in relation to this Contract and may not be excluded.
- 8.2 The Contractor warrants that title to the Goods is free from all encumbrances and that the Contractor has the right to sell the same.

Supply of Services

- 8.3 The Contractor warrants that the Services which it provides under the Contract correspond to the Authority's requirements and is consistent with the standards that are referred to in [Condition 3.1 \(Supply of Services\)](#) and any other standards which may be implied by statute or common law that apply to this Contract may not be excluded.

9. REMEDIES

Supply of Goods (NOT APPLICABLE FOR THE PURPOSE OF THIS CONTRACT)

- 9.1 If the Contractor does not deliver Goods on time the Authority may terminate the Contract and claim losses from the Contractor.
- 9.2 If the Contractor delivers faulty Goods to the Authority, the Authority may within a reasonable time period (at least 3 months from the date of delivery):
- (a) notify the Contractor of the defect in such Goods and
 - (b) may request the Contractor to replace, repair or reinstate the Goods within such time period as is reasonable in the circumstances (no less than 24 hours).
- 9.3 Where the Contractor fails to comply with a request made under [Condition 9.2\(b\) above \(Supply of Goods\)](#), the Authority shall be entitled to a full refund and may cancel any further deliveries due at the Contractor's expense.

Supply of Services

- 9.4 If the Contractor provides defective Services the Authority may require that they put this right within a reasonable specified time. Where the Contractor fails to comply with such a request within the specified time the Authority may carry out the remedial measures itself or through another contractor and recover any costs incurred from the Contractor. Any costs and expenses incurred may be set off against any monies owing to the Contractor.

10. PREVENTION OF CORRUPTION

- 10.1 The Authority may terminate this Contract and recover all its losses if the Contractor, their employees or anyone acting on the Contractor's behalf corruptly offers, gives or agrees to give to anyone any inducement or reward in respect of this or any other Authority contract (even if the Contractor does not know this has been done); or commits an offence under the Bribery Act 2010.

11. OFFICIAL SECRETS ACTS

- 11.1 The Contractor shall take all reasonable steps to ensure that all persons employed by him or by any sub-contractor in connection with the Contract are aware of the Official Secrets Acts 1911 to 1989, and understand that these Acts apply to them during and after performance of any work under or in connection with the Contract.

12. CONFIDENTIALITY

- 12.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOI Act, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOI Act. Notwithstanding any other term of this Contract, the Contractor gives consent to the Authority to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOI Act redacted) including from time to time agreed changes to the Contract, to the general public.
- 12.2 The Authority may consult with the Contractor to inform its decision regarding any exemptions but the Authority shall have the final decision in its absolute discretion.
- 12.3 The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.
- 12.4 [Condition 12.2 \(Confidentiality\)](#) shall not apply to the extent that:
- (a) such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations 2004 pursuant to Condition 19.1 (Disclosure of Information);
 - (b) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - (c) such information was obtained from a third party without obligation of confidentiality;

- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - (e) it is independently developed without access to the other party's Confidential Information.
- 12.5 The Contractor may only disclose the Authority's Confidential Information to the persons it has employed or engaged who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such persons are aware of and shall comply with these obligations as to confidentiality.
- 12.6 The Contractor shall not, and shall procure that the persons it has employed or engaged do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.
- 12.7 At the written request of the Authority, the Contractor shall procure that those persons it has employed or engaged identified in the Authority's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 12.8 Nothing in this Contract shall prevent the Authority from disclosing the Contractor's Confidential Information:
- (a) to any Crown Body or Overseas Governments. All Crown Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body;
 - (b) to any consultant, contractor or other person engaged by the Authority or any person conducting a Gateway or other assurance review;
 - (c) for the purpose of the examination and certification of the Authority's accounts; or
 - (d) for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 12.9 The Authority shall use all reasonable endeavours to ensure that any Crown Body, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to [Condition 12.8 \(Confidentiality\)](#) is made aware of the Authority's obligations of confidentiality.
- 12.10 Nothing in this [Condition 12 \(Confidentiality\)](#) shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 12.11 In the event that the Contractor fails to comply with this [Condition 12 \(Confidentiality\)](#), the Authority reserves the right to terminate the Contract by notice in writing with immediate effect.
- 12.12 The provisions under this [Condition 12 \(Confidentiality\)](#) are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

13. INTELLECTUAL PROPERTY RIGHTS.

- [13.1 Intellectual Property Rights in the Services and any Deliverables that are specifically developed or created for the Authority will be vested in the Authority (save that the Contractor will retain ownership of any Contractor Proprietary Materials which become imbedded in such Deliverables, which will be licensed in accordance with the provisions of [Condition 13.3 \(Intellectual Property Rights\)](#)). The Contractor agrees to (and will procure that its personnel acting as consultants will) assign and hereby assigns (including by way of future assignment in the case of copyrights) to the Authority with full title guarantee all of its worldwide rights, title and interest (whether present, future, vested or contingent) in and to such Intellectual Property Rights, including moral rights, for the full term thereof.
- 13.2 The Contractor will execute all such documents and undertake any and all such acts, including but not limited to obtaining assignments of Intellectual Property Rights from personnel of the Contractor to the Contractor as may from time to time be required in order to vest the rights assigned pursuant to [Condition 13.1 \(Intellectual Property Rights\)](#) above properly in the Authority.
- 13.3 Where the Deliverables contain any Contractor Proprietary Material, then the Authority will be granted a perpetual, non-exclusive, transferable, worldwide, royalty free licence in respect of such Contractor Proprietary Material, to the extent necessary to use such Deliverables (including for the purposes of their adaptation, modification and/or reproduction).
- 13.4 The Contractor warrants, represents and undertakes that its provision of Services and Deliverables under this Contract will not infringe any Intellectual Property Rights of which a third party is the proprietor and that the Contractor is free to grant the licence set out in [Condition 13.1 \(Intellectual](#)

Property Rights). The Contractor agrees to indemnify and hold harmless the Authority against any and all liability, loss, damage, costs and expenses (including legal costs) which the Authority may incur or suffer as a result of any claim of alleged or actual infringement of a third party's Intellectual Property Rights by reason of either its or the Contractor's possession or use in any manner of any Deliverables or Services.]

14. FORCE MAJEURE

- 14.1 Neither Party shall be liable for failure to perform its obligations under the contract if such failure results from circumstances beyond that Party's reasonable control. Strike action by a Party's staff is not a Force Majeure event.

15. ENVIRONMENTAL REQUIREMENTS

- 15.1 In providing the Goods or Services the Contractor shall comply with the Department's environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, Volatile Organic Compounds and other substances damaging to health and the environment.
- 15.2 All written outputs, including reports, produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.
- 15.3 Maximum use must be made of recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging.
- 15.4 Packaging must be capable of recovery for reuse or recycling.

16. HEALTH, SAFETY AND SECURITY

- 16.1 The Contractor shall ensure that all of the Contractor's staff who have access to or are employed on the Authority's premises comply with the Authority's health, safety and security procedures and instructions and complete any additional security clearance procedures required by the Authority when working at the Authority's premises.

17. ASSIGNMENT

- 17.1 The Contractor shall not sub-contract or transfer, assign, charge, or otherwise dispose of the Contract or any part of it without the prior written consent of the Authority.

18. SUB-CONTRACTING

- 18.1 Nothing in the Contract shall be construed to create a partnership, joint venture, agency or employer/employee relationship between the parties.
- 18.2 In carrying out the Services the Contractor will be acting as principal and not as the agent to the Authority. Accordingly:
- (a) The Contractor will not (and will procure that its agents and servants do not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the Authority, and
 - (b) Nothing in this Contract will impose any liability on the Authority in respect of any liability incurred by the Contractor to any other person but this will not be taken to exclude or limit any liability of the Authority to the Contractor that might arise by virtue of either a breach of this Contract or any negligence on the part of the Authority, its staff or agents.
- 18.3 Where the Contractor enters into a sub-contract for the provision of any part of the Services, the Contractor shall ensure that a term is included in the sub-contract which requires the Contractor to pay all sums due to the sub-contractor within a specified period, not exceeding 30 days from the date of receipt of a valid invoice as defined by the terms of that sub-contract.
- 18.4 The sub-contract shall also include a provision enabling the Authority to have the ability to directly enforce the benefit of the sub-contract under the Contracts (Rights of Third Parties) Act 1999, obligations in respect of security and secrecy, intellectual property and audit rights for the benefit of the Authority corresponding to those placed on the Contractor, but with such variations as the Authority reasonably considers necessary. The Contractor shall not include in any sub-contract any provision the effect of which would be to limit the ability of the Sub-contractor to contract directly with the Authority or a replacement provider of Services.
- 18.5 For the avoidance of doubt, in this Contract all persons engaged by the Services Provider and used under this Contract (whether permanent or temporary) will be used as part of the Services provision offered by the Service Provider. Any and all persons engaged by the Services Provider shall sign terms of engagement with the Service Provider and shall not be deemed to have an employment or co-

employment relationship with the Authority. In respect of its staff and all other persons engaged by it to deliver the Services under the Contract, the Services Provider is responsible for ensuring the payment of remuneration, for making statutory deductions and for payment of all statutory contributions in respect of earnings related National Insurance and the administration of income tax (PAYE) which is applicable by law. All Parties shall adhere to all employment legislation.

19. DISCLOSURE OF INFORMATION

- 19.1 To enable compliance with the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, the Authority reserves the right to disclose information about this Contract pursuant to a valid request for information.
- 19.2 The Contractor shall not disclose any information relating to the Contract or the Authority's activities without the prior written consent of the Authority, which shall not be unreasonably withheld. Such consent shall not be required where the information is already in the public domain, is in the possession of the Contractor without restriction as to its disclosure, or is received from a third party who lawfully acquired it and is under no obligation restricting its disclosure.
- 19.3 The Authority is subject to the Data Protection Act 1998 and under the provisions of that Act it is a Data Controller and the Contractor is a Data Processor. To ensure that the Authority complies with its obligations under the Data protection Act 1998, the Contractor agrees:
- (a) to process Personal Data only in accordance with instructions from the Authority and only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
 - (b) to take appropriate organisational steps to protect the Personal Data from unauthorised or unlawful access or use, accidental loss, destruction, damage, alteration or disclosure.
 - (c) to take reasonable steps to ensure the Contractor's Staff understand that the Personal Data is confidential and the importance of maintaining this confidentiality.
 - (d) to obtain the Authority's consent in writing before transferring Personal Data to any sub-contractors or anyone else involved in providing the Services.

20. DISCRIMINATION

- 20.1 The Contractor shall not unlawfully discriminate either directly or indirectly on protected characteristics such as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age. The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of all relevant legislation including the Equality Act 2010 or other relevant or equivalent legislation, as amended from time to time.

21. CONFLICT OF INTEREST

- 21.1 The Contractor shall establish and maintain appropriate business standards, procedures and controls to ensure that no conflict of interest arises between Services undertaken for the Authority and that undertaken for other clients or the provision of Goods for the Authority and that undertaken for other clients. The Contractor shall avoid knowingly committing any acts which are likely to result in any allegation of impropriety against the Authority, including conflicts of interest which are likely to prejudice his independence and objectivity in performing the Contract, however this might arise.
- 21.2 The Contractor shall notify the Authority immediately of any circumstances it becomes aware of which give rise or potentially give rise to a conflict with the Contractor's provision of the Goods or Services and shall advise the Authority of how they intend to avoid such a conflict arising or remedy such situation.
- 21.3 Where a potential or actual conflict of interest arises, the Contractor shall subject to any obligations of confidentiality it may have to third parties provide all information and assistance reasonably necessary (at the Contractor's cost) that the Authority may request of the Contractor in order to avoid or resolve the conflict of interest and shall ensure that at all times they work together with the Authority with the aim of avoiding a conflict or remedy a conflict.
- 21.4 Where it considers further or extensive action is necessary to identify and/or manage a conflict of interest the Authority shall have the right to require that the Contractor puts in place "Ethical Walls" and will ensure and satisfy the Authority that all information relating to the Contract and to the Services and Deliverables completed pursuant to it (to include all working papers, draft reports in both tangible and intangible form) are not shared or made available to other employees, contractors or agents of the Contractor and that such matters are not discussed by the relevant staff with other employees, contractors or agents of the Contractor.

- 21.5 In the event of a failure to maintain the "Ethical Walls" as described in [Condition 21.4 \(Conflict of Interest\)](#) arising during the course of this Contract, the Authority reserves the right to immediately terminate the Contract on giving written notice to the Contractor and to pursue the Contractor for damages.
- 21.6 If the Contractor's staff breach this Conflict of Interest Condition, the Contractor undertakes to keep the Authority fully and effectively indemnified in respect of all costs, losses and liabilities arising from any wrongful disclosure or misuse of the Confidential Information by the Contractor's staff. This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Authority may be entitled to, but for the avoidance of doubt shall be subject to the limitations of liability (including without limitation the cap on liability) set out in this Contract.
- 22. LOSS OR DAMAGE**
- 22.1 The Contractor shall, without delay and at the Contractor's own expense, reinstate, replace or make good to the satisfaction of the Authority, or if the Authority agrees, compensate the Authority, for any loss or damage connected with the performance of the Contract, except to the extent that such loss or damage is caused by the neglect or default of the Authority. "Loss or damage" includes but is not limited to loss or damage to property, personal injury, sickness or death and loss of use suffered as a result of any loss or damage.
- 23. RECOVERY OF SUMS FROM CONTRACTOR**
- 23.1 Whenever under the Contract any sum or sums of money shall be recoverable from or payable by the Contractor to the Authority, that amount may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with the Authority or with any department, agency or office of Her Majesty's Government.
- 24. TERMINATION**
- 24.1 If the Contractor fails to fulfil its obligations under the Contract, the Authority may terminate the Contract immediately by written notice and, in accordance with [Condition 23 \(Recovery Of Sums From Contractor\)](#) may recover from the Contractor any reasonable costs necessarily and properly incurred by the Authority as a consequence of termination.
- 24.2 Without prejudice to [Condition 23.1 \(Recovery Of Sums From Contractor\)](#), the Authority shall at any time have the right to terminate the Contract or reduce the quantity of Goods or Services to be provided by the Contractor by giving the Contractor one month's written notice. During the period of notice the Authority may direct the Contractor to perform all or any of the work under the Contract. Where the Authority has invoked either of these rights, the Contractor may claim reasonable costs which it has incurred necessarily and properly as a result of the termination or reduction provided that the claim shall not exceed the total cost of the Contract. The Contractor's claim for reasonable costs shall not include loss of profit and consequential losses.
- 24.3 Termination or reduction under this provision shall not affect the rights of the parties to the Contract that may have accrued up to the date of termination.
- 25. INSURANCE**
- 25.1 Where relevant and/or required by law, the Contractor shall put in place and maintain an adequate level of insurance cover in respect of all risks that may be incurred by him in the performance of this Contract.
- 26. NOTICES**
- 26.1 A Notice may be served by the Authority on the Contractor in the following ways:
- (a) By delivery to the Contractor's place of business or any other address to which the Parties have agreed previously and recorded in writing that a Notice can be sent; or
 - (b) By sending it by facsimile to the Contractor; or
 - (c) By ordinary first class post to the Contractor's last known place of business or registered office.
- 26.2 A notice shall be deemed served at the time of delivery, after four hours for a facsimile, or on the second working day after posting.
- 27. VARIATIONS TO THE CONTRACT**
- 27.1 The Parties may agree a variation to the Contract but this will not be effective until it has been recorded in writing and signed by the Contractor and a senior officer of the Authority requiring the Services and/or Goods. This Condition does not affect the Authority's sole right in [Condition 24.2 \(Termination\)](#) to reduce the quantity of Goods or Services which it requires under the Contract.

28. GENERAL

- 28.1 These Conditions shall apply to the exclusion of all other terms and conditions including any terms and conditions which the Contractor may seek to apply under any purchase order, confirmation of order, invoice, delivery note or similar document.
- 28.2 The Contractor shall be deemed to have accepted the terms and conditions of the Contract by delivering the Goods and/or Service.
- 28.3 Time for delivery of Goods and/or provision of the Service shall be of the essence of the Contract.
- 28.4 If either Party does not enforce any one or more of the terms or conditions of this Contract this does not mean that the Party has given up the right at any time subsequently to enforce all terms and conditions of this Contract.
- 28.5 The Authority shall in no circumstances be liable for any claim, loss or damage whether arising in contract, tort (including negligence) or otherwise, for consequential, economic, special or other indirect loss and shall not be liable for any losses calculated by reference to profits, contracts, business, goodwill, income, production or accruals whether direct or indirect and whether or not arising out of any liability of the Contractor to any other person.

29. DISPUTE RESOLUTION

- 29.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract before taking any legal action.

30. LAW

- 30.1 The Contract shall be governed by and interpreted in accordance with the law of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England.

31. TRANSPARENCY

- 31.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOI Act, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOI Act. Notwithstanding any other term of this Contract, the Contractor gives consent to the Authority to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOI Act redacted) including from time to time agreed changes to the Contract, to the general public.
- (a) The Authority may consult with the Contractor to inform its decision regarding any exemptions but the Authority shall have the final decision in its absolute discretion.
 - (b) The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.

32. DATA PROTECTION

- 32.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in the [Processing, Personal Data and Data Subjects Schedule at Annex 2.1](#). The only processing that the Processor is authorised to do is listed in the [Processing, Personal Data and Data Subjects Schedule at Annex 2.1](#) by the Controller and may not be determined by the Processor.
- 32.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 32.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

- 32.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with the [Processing, Personal Data and Data Subjects Schedule at Annex 2.1](#), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular the [Processing, Personal Data and Data Subjects Schedule at Annex 2.1](#));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (a) are aware of and comply with the Processor's duties under this condition;
 - (b) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 32.5 Subject to [Condition 32.6 \(Data Protection\)](#), the Processor shall notify the Controller immediately if it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
 - or
 - (f) becomes aware of a Data Loss Event.
- 32.6 The Processor's obligation to notify under [Condition 32.5 \(Data Protection\)](#) shall include the provision of further information to the Controller in phases, as details become available.
- 32.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under [Condition 32.5 \(Data Protection\)](#) (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 32.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this condition. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 32.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 32.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 32.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this condition [X] such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 32.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 32.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this condition by replacing it with any applicable controller to processor standard conditions or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 32.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 32.15 Where the Parties include two or more Joint Controllers as identified in the Processing, Personal Data and Data Subjects Schedule at [Annex B.1](#) in accordance with GDPR Article 26, those Parties

shall enter into a Joint Controller Agreement based on the terms outlined in the [Schedule at Annex B.2](#) in replacement of Conditions 32.1 - 32.14 (for the Personal Data under Joint Control)

Programme Spend

1. The Supplier shall comply with the Supplier Code of Conduct as set out in this Appendix B and any changes made to the Code thereafter from time to time by the Authority.
2. The Supplier shall submit a Declaration of Compliance, as set out at Sub-Appendix B (Declaration of Compliance) of this Appendix B to the Agreement, within one (1) month of the Award of this Agreement and thereafter annually on the anniversary of the date of Award of this Agreement via the Authority's Bravo eSourcing Portal.
3. The Authority shall notify the Supplier during any Call-Off, made pursuant to this Framework Agreement, of the level of compliance required for the Call-Off, the level of compliance to be determined at the sole discretion of the Authority and taking into consideration the risk and value of the Services.
4. The Supplier shall ensure that the evidence outlined in Sub-Appendix A (Compliance Level Matrix) to this Annex for the required level of compliance is made available at the Call-Off stage where appropriate and at the frequency set out herein. The Authority reserves the right to request further evidence demonstrating the Supplier's compliance with the Code and to conduct spot checks from time-to-time.

Compliance Area 1: Value for Money and Governance

Value for Money is an essential requirement of all Authority commissioned work. All Suppliers must seek to maximise 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.

Suppliers must demonstrate that they are pursuing continuous improvement to reduce waste and improve efficiency in their internal operations and within the delivery chain. The Authority expects suppliers 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 the Authority's requirements (e.g. codes on fraud and corruption, due diligence);
- ✓ A transparent, open book approach, which enables scrutiny of value for money choices, applies pricing structures that align payments to results and reflects an appropriate balance of performance risk;
- ✓ Processes for timely identification and resolution of issues and for sharing lessons learned.

Compliance Area 2: Ethical Behaviour

Suppliers and their Sub-Contractors act on behalf of government and interact with citizens, public sector/third sector organisations and the private sector. These interactions must therefore meet the highest standards of ethical and professional behaviour that upholds the reputation of government.

Arrangements and relationships entered into, whether with or on behalf of the Authority, must be free from bias, conflict of interest or the undue influence of others. Particular care must be taken by staff who are directly involved in the management of a programme, procurement, contract or relationship with the Authority, where key stages may be susceptible to undue influence. In addition, Suppliers and their Sub-Contractors must not attempt to influence an Authority member of staff to manipulate programme monitoring and management to cover up poor performance.

Suppliers and their Sub-Contractors must declare to the Authority any instances where it is intended that any direct or delivery chain staff members will work on Authority funded business where those staff members have any known conflict of interest or where those staff members have been employed by the Crown in the preceding two years. Suppliers and their Sub-Contractors must provide proof of compliance with the HMG approval requirements under the Business Appointment Rules.

Suppliers and their Sub-Contractors must have the following policies and procedures in place:

- ✓ Recruitment policy (which must address circumstances where there may be potential or actual conflict of interest);
- ✓ Ongoing conflict of interest, mitigation and management;

- ✓ Refresher ethical training and staff updates (including awareness of modern day slavery and human rights abuses);
- ✓ A workforce whistleblowing policy;
- ✓ Procedures setting out how, staff involved in FCO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to FCO's Anti-Fraud and Corruption Unit (AFCU) at afcu@fco.gov.uk or on +44(0)7771 573944/ +44(0)7881 249938.

Compliance Area 3: Transparency and Delivery Chain Management

The Authority requires full delivery chain transparency from all Suppliers. All delivery chain partners must adhere to wider HMG policy initiatives including the support 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.

Suppliers must engage their delivery chain supply partners in a manner that is consistent with the Authority's treatment of its Suppliers. This includes, but is not limited to: pricing; application of delivery chain risk management processes; and taking a zero tolerance approach to tax evasion, corruption, bribery and fraud in subsequent service delivery or in partnership agreements.

Specific requirements for Suppliers include:

- ✓ Provide assurance to the Authority that the policies and practices of their delivery chain supply partners and affiliates are aligned to this Code;
- ✓ Maintaining and sharing with the Authority up-to-date and accurate records of all downstream partners in receipt of Authority funds and/or Authority 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 aware of the FCO's Anti-Fraud and Corruption Unit (AFCU) and how to contact them at afcu@fco.gov.uk or on +44(0)7771 573944/ +44(0)7881 249938.
- ✓ Publication of Authority funding data in accordance with the International Aid Transparency Initiative (IATI)¹
- ✓ Suppliers shall adhere to HMG prompt payment policy² and shall not use restrictive exclusivity agreements with sub-partners.

Compliance Area 4: Environmental Issues

Suppliers must be committed to high environmental standards, recognising that the Authority's activities may change the way people use and rely on the environment, or may affect or be affected by environmental conditions. Suppliers 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 the Authority.

Commitment to environmental sustainability may be demonstrated by:

- ✓ Formal environmental safeguard policies in place;
- ✓ Publication of environmental performance reports on a regular basis
- ✓ Membership or signature of relevant Codes, both directly and within the delivery chain such as conventions, standards or certification bodies (eg the Extractive Industries Transparency Initiative³).

Compliance Area 5: Terrorism and Security

Suppliers must implement due diligence processes to provide assurance that UK Government funding is not used in any way that contravenes the provisions of applicable terrorism legislation.

Specific requirements:

- ✓ Suppliers must safeguard the integrity and security of their IT and mobile communications systems in line with the HMG Cyber Essentials Scheme⁴. Award of the Cyber Essentials or Cyber Essential

¹ <https://www.aidtransparency.net/>

² <https://www.gov.uk/guidance/prompt-payment-policy>

³ <https://eiti.org/>

⁴ <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

Plus badges would provide organisational evidence of meeting the UK Government-endorsed standard;

- ✓ Suppliers who manage aid programmes with a digital element must adhere to the global Principles for Digital Development⁵, which sets out best practice in technology-enabled programmes
- ✓ Ensure that Authority funding is not linked to terrorist offences, terrorist activities or financing.

Compliance Area 6: Safeguarding, Social Responsibility and Human Rights

Safeguarding, social responsibility and respect for human rights are central to the Authority's expectations of its Suppliers. Suppliers must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within their complex delivery chain environments funded by the Authority. 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. Suppliers 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. The Authority will expect a particular emphasis on 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;
- ✓ All Supply Partners must be fully signed up to the UN Global Compact⁶;
- ✓ Practices in line with the International Labour Organisation (ILO) 138⁷ and the Ethical Trading Initiative (ETI) Base Code⁸ 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 as detailed in Sub-Appendix C to this Appendix B;
- ✓ Compliance level 1 Suppliers to submit a Statement of Compliance outlining how the organisation's business activities help to develop local markets and institutions and 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.

⁵ <https://digitalprinciples.org/>

⁶ <https://www.unglobalcompact.org/what-is-gc/mission/principles>

⁷ http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138

⁸ <https://www.ethicaltrade.org/eti-base-code>

Sub-Appendix A: Compliance Level matrix

The table below sets out the evidence that Suppliers are required to make available when requested by the Authority to demonstrate compliance with the Code.

For Call-Off Contracts requiring adherence to Compliance Level 1 (CL1) or Compliance Level 2 (CL2) the Supplier shall provide the evidence below at the frequency stated below to the Authority.

Compliance Area and requirement		Evidence Required	Frequency	CL1	CL2	CL3
i.	Declaration of compliance with the Supplier Code of Conduct	Declaration set out at Sub-Appendix B provided.	Annually	X	X	X
ii.	Declaration of sign up to the UN Global Compact	Certificate/Confirmation of membership	Annually	X	X	X
1. Value for Money (VfM) and Governance						
a.	Economic and governance policies in practice	Relevant organisation policies, including detailed annual financial breakdown related to the contract	Annually	X	X	0
b.	VfM being maximized over the life of a contract.	Relevant documentation to include: <ul style="list-style-type: none"> - Confirmation of annual profit level fluctuations since contract award; - Evidence of timely resolution of identified issues; - Evidence of lessons learned 	Annually	X	X	0
c.	Tax declaration (HMRC format)	<ul style="list-style-type: none"> - Tax the organisation paid on profits made in the last 3 years, and in which countries; - Compliance with relevant country level tax regulations fully understood and met 	Annually	X	X	0
2. Ethical Behaviour						
a.	Adherence to conflict of interest management procedures	Relevant organisation policies, including recruitment policy which must address circumstances where there may be potential or actual conflict of interest	Annually	X	X	0
b.	Ethical training and staff updates	Copy of training programme; Training logs; Relevant communication to staff	Annually	X	X	0
c.	A workforce whistleblowing policy	Relevant organisation policy and evidence of continuous staff awareness maintained.	Annually	X	X	0
d.	Staff involved in Authority funded programmes are aware of how to report all suspicions or allegations of	Relevant organization policy and evidence of regular communication to staff.	Annually	X	X	0

	aid diversion, fraud, money laundering or counter terrorism to the Authority.					
e.	Declaration of direct or delivery chain staff members proposed to work on Authority funded programmes if employed by the Crown in the preceding two years.	Proof of compliance with the HMG approval requirements under the business appointments rules.	Annually (and when a new member of staff who this applies to joins the project team)	X	X	0
3. Transparency and Delivery Chain Management						
a.	IATI compliance for Suppliers and delivery chain partners	Proof of compliance with IATI	Annually	X	0	0
b.	Provision of up-to-date and accurate records of all downstream supply partners provided within the required frequencies, including annual contractual spend on MSME's, women owned businesses and apprenticeships in place	Record of all downstream supply partners	Annually	X	0	0
c.	Policies and practices for the management of delivery chain partners and affiliates aligned to the Supplier Code of Conduct	Verification that policies and practices for the management and governance of delivery chain supply partners is in place	Annually	X	0	0
d.	Tax evasion, bribery, corruption and fraud compliance	Statement of assurance that there has been no change to previous statements	Annually	X	X	0
e.	HMG prompt payment policy adhered to by all delivery chain partners	Confirmation of adherence to HMG prompt payment policy	Annually	X	0	0
4. Environmental Issues						
a.	Processes in place to identify environmental risks (e.g. by maintaining a risk register) ensuring legislative requirements are met and context specific environmental issues addressed	Documentation demonstrating how environmental risks are identified (e.g. risk register) with formal context specific environmental safeguarding policies in place	Annually	X	0	0
b.	Annual environmental performance reports	Published reports	Annually	X	0	0
5. Terrorism and Security						
a.	Reporting of terrorist offences or offences linked to terrorist activities or financing	Status declaration	Annually	X	X	0
b.	Confirmation that no engaged employees or delivery chain personnel appears on the Home Office Prescribed Terrorist	Appropriate certification or documentation	Annually	X	X	0

	Organization List.					
c.	Data is managed in accordance with DFID security policy and all systems are in accordance with the HMG cyber essentials scheme	Appropriate certification or documentation	Annually	X	X	0
d.	Adherence to best practice global principles for digital development	Appropriate certification or documentation	Annually	X	0	0
6. Safeguarding, Social Responsibility and Human Rights						
a.	Compliance with key legislation on international principles on labour and ethical employment	Confirmation of UN Global Compact Membership; Internal documentation demonstrating best practice and compliance	Annually	X	X	0
b.	Measures in place and cascaded to assure the prevention of actual, attempted or threatened sexual exploitation or abuse or other forms of inequality or discrimination by Relevant Individuals. Robust procedures for the reporting of suspected misconduct, illegal acts or failures to investigate in place.	Proof of application and embedding of a safeguarding policy	Annually	X	X	X
c.	Membership of the International Labour Organisation or Ethical Trading Initiative	Membership Number	Annually	X	0	0
d.	Principles cascaded to employees and sub-contractors via an internal policy or written outline of good practice service deliver approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1 & 2	Internal policies or communication demonstrating communication to staff and delivery chain partners showing appropriate level of commitment to the UN Compact Report on number and details of organization safeguarding allegations reported.	Annually	X	0	0

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

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

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

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

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

<p style="text-align: center;">In the Community</p> <ul style="list-style-type: none"> • by preventing the forcible displacement of individuals, groups or communities • by working to protect the economic livelihood of local communities • by contributing to the public debate. Companies interact with all levels of government in the countries where they operate. They therefore have the right and responsibility to express their views on matters that affect their operations, employees, customers and the communities of which they are a part • through differential pricing or small product packages create new markets that also enable the poor to gain access to goods and services that they otherwise could not afford • by fostering opportunities for girls to be educated to empower them and also helps a company to have a broader and more skilled pool of workers in the future, and • perhaps most importantly, a successful business which provides decent work, produces quality goods or services that improve lives, especially for the poor or other vulnerable groups, is an important contribution to sustainable development, including human rights • If companies use security services to protect their operations, they must ensure that existing international guidelines and standards for the use of force are respected
<p style="text-align: center;">In the Workforce</p> <ul style="list-style-type: none"> • by providing safe and healthy working conditions • by guaranteeing freedom of association • by ensuring non-discrimination in personnel practices • by ensuring that they do not use directly or indirectly forced labour or child labour • by providing access to basic health, education and housing for the workers and their families, if these are not provided elsewhere • by having an affirmative action programme to hire victims of domestic violence • by making reasonable accommodations for all employees' religious observance and practices

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: frida.soto@fcdo.gov.uk
2. The contact details of the Processor's Data Protection Officer are: Eleanor Stewart, Head of the Transparency and Data Team in KTD. External address: Data Protection Officer, Transparency and Data Team, WHG.127, Foreign, Commonwealth and Development Office, King Charles St, London, SW1A 2AH.
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 Schedule.

Description	Details
Subject matter of the processing	<i>Storage and processing of the contract and the key personnel listed therein.</i>
Duration of the processing	<i>From signing of contract to completion of project, for 5 years additional for audit purposes.</i>
Nature and purposes of the processing	<i>Legally required for contract storage and transparency purposes with government systems. Also, by the processor holding the contract on file for their financial purposes.</i>
Type of Personal Data being Processed	<i>Name, address of work place, signatures and contact details (e-mails and telephone)</i>
Categories of Data Subject	<i>Staff & supplier</i>
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	<p><i>Controller – Information will be kept electronically in line with government and EU standards for the duration of the contract + 5 years and will be deleted electronically and shredded.</i></p> <p><i>Processor – File and stored on secure drives and once the contract expires, it will be deleted and hard copies shredded.</i></p>



Foreign, Commonwealth & Development Office

PROJECT PROPOSAL FORM

For projects up to (and including) £10,000

Cover Page: To be completed by FCDO Post / Department

Name of FCDO Post / Department	British Embassy Mexico City	
Name of bidding organisation	Ms. Silvia Patricia Chica Rincoar	
Project Title	Human Rights - Prevention plans on State Protection Units for HRD and Journalists	
Which Programme is providing the funding? <i>Insert Programme name</i>	International Programme Fund	
Project Code <i>Add once the Project has been approved by the Post/Department Programme Board and the code provided by the programme's central administrators (i.e. PMO/JFU/PFDU)</i>	INT 2021 MEX C19 04	
Is the Project ODA eligible?	Yes	
ODA Codes <i>To be added from ODA Input Sector and Delivery Channel codes (links opposite) in the ODA Programme Data Entry SharePoint site</i>	ODA Input Sector Code	15160 - Human Rights
	ODA Channel of Delivery Code	12002 – Local Government

Part A: To be completed by the project Implementing Agency (expand boxes as required)

<p>Implementing Agency's Details</p> <p><i>Your organisation's name; address; telephone Numbers; contact name(s); email; website; other</i></p>	<p>Silvia Chica Rinckoar.</p> <p>Address: Antonio Van Dick 50, Mexico City, Mexico.</p> <p>Telephone number: +52 1 55 40 35 37 69.</p> <p>E-mail: chicasilvia@hotmail.com</p> <p>Facebook: Silvia Patricia Chica Rinckoar.</p>
<p>Project Title</p>	<p>Strengthening prevention plans on State Protection Units for Human Rights Defenders and Journalists in the Federal Protection Mechanism.</p>
<p>Project Purpose</p> <p><i>Explain the aim of the project, identifying the key beneficiaries and reflecting the "change" it will help bring about</i></p>	<p>Prepare regionalized proposals derived from the State Prevention Diagnoses to strengthen the inputs of a comprehensive prevention policy for human rights defenders, journalists and state and municipal public servants.</p>
<p>Project Summary</p> <p><i>In no more than 200 words explain what the project plans to achieve, how proposed Activities will deliver stated Outputs and how Outputs will help bring about the project Purpose.</i></p> <p><i>(Note: This question will be looked at again during any Evaluation of this project.. The success of the project will largely be judged on what is said here)</i></p>	<p>The project is based on the need to ensure that those in charge of the local protection of Human Rights Defenders (HRDs) and Journalists have the necessary knowledge and skills to design prevention plans.</p> <p>Prevention is the key to address systemic factors and structural causes that create the cycle of violence. However, in some states of Mexico measures aimed at promoting the creation of a favourable and adequate environment for the defence of human rights and the exercise of freedom of speech have not been widely adopted.</p> <p>For this reason, the Protection Mechanism of HRDs and Journalists, the body that leads the assistance of victims at the national level, developed a methodology three years ago, to help states build risk assessment documents necessary to develop prevention measures. The methodology was applied as a pilot in Chihuahua and Veracruz, and given the favourable results, the Protection Mechanism wants to extend it to interested parties.</p> <p>Applying lessons learned and building on impact from the pilot projects, Mr Silvia Patricia Chica Rinckoar will help the Protection Mechanism to deliver a high-quality project through the following outputs and activities:</p> <ul style="list-style-type: none"> • Conclude the State Prevention Diagnoses whose progress is greater than 80% complete. • Summon federal entities that have less than 80% progress or that have not participated in the previous stages, to initiate the State Prevention Diagnosis process of their entity. • Schedule and hold remote work sessions with human rights defenders and journalists.

	<ul style="list-style-type: none"> • Detect problems shared between entities to regionalize measures for the prevention of attacks against journalists and human rights defenders. • Generate recommendations that affect the actors participating in the diagnoses to reduce attacks and prevent new attacks.

Cost <i>What is the TOTAL cost of the Project (to be delivered in this FY)</i>	FY 20/21	£10,000 / \$15,452.0478 (Budget Exchange Rate:\$1.54520478 USD).		
Timing: 5 months	Planned start date:	19 th of November of 2021	Planned completion date:	31 st of March of 2021
<p><i>(Note: The Activity Based Budget must match the activities and timings set out in the project plan below. No organisation can financially profit from receiving grant funding - proposals from for-profit organisations for grant funding can only be considered if an officially registered non-profit making arm or division of the for-profit organisation will deliver the project).</i></p>				
Project Plan				
<p><i>Based on the information provided in the Project Summary, describe below the <u>Purpose</u> of the project and any <u>Outputs</u> and <u>Activities</u> it is designed to deliver.</i></p>				
Project Purpose:				
Prepare regionalized proposals derived from the State Prevention Diagnoses to strengthen the inputs of a comprehensive prevention policy for human rights defenders, journalists and state and municipal public servants.				
Output 1:				
State diagnoses of Guanajuato presented publicly either by the State Governments or by the Unit for Prevention, Monitoring and Analysis of the Protection Mechanism.				
Activities linked to Output 1:		1.1 Update of the context of the entity derived from the security events that occurred in 2020. 1.2 Diagnosis review with interested civil society and journalists of the entity to incorporate latest comments.		

	1.3 Encourage public presentation of the Diagnosis by the Government of the State of Guanajuato.
Output 2:	
State Diagnosis of Quintana Roo concluded, awaiting publication by the State Government or by the Unit for Prevention, Monitoring and Analysis of the Protection Mechanism.	
Activities linked to Output 2:	<p>2.1 Summon the participation of the State Government.</p> <p>2.2 Generate revision of the document worked in cabinet, first draft of the State Diagnosis.</p> <p>2.3 The conditions for the exercise of rights due to the health contingency due to Covid-19 and the current situation prior to the 2021 elections must be included.</p> <p>2.4 Convene and hold digital workshops with human rights defenders and journalists applying the methodological tools.</p>
Output 3:	
State diagnoses of Veracruz presented publicly either by the State Governments or by the Unit for Prevention, Monitoring and Analysis of the Protection Mechanism.	
Activities linked to Output 3:	<p>3.1 Call for the participation of the State Government in the progress made with defenders and journalists from Xalapa and Veracruz –Boca del Río-.</p> <p>3.2 Develop through digital platform courses workshops with journalists and defenders from the northern, central mountain and southern regions.</p> <p>3.3 Update the state diagnosis with recent information generated so far in 2020 and include how Covid-19 has impacted on the exercise of the rights in question.</p> <p>3.4 Establish a final review with stakeholders participating in the State Diagnosis in order to establish the date of public presentation.</p>
Output 4:	
Draft of the Prevention Diagnosis of 1 of the 4 entities required by the British Embassy (Michoacán, Guerrero, Oaxaca and Chiapas).	
Activities linked to Output 4:	<p>4.1 Issue a call to entities to reactivate or, where appropriate, initiate the development of the State Diagnosis.</p> <p>4.2 Train through digital platforms the public servants who are designated to develop the Diagnosis.</p> <p>4.3 Develop the variables of Territorial Dynamics and Guarantee System.</p> <p>4.4. Develop Dynamics of Violence and Population Subjects at Risk.</p>

	4.5 Structure the Diagnosis of the entity and prepare it for the application of methodological tools.		
Output 5:			
General call to initiate works of State Diagnosis of Prevention			
Activities linked to Output 5:	5.1 Summon the remaining entities to begin work on the preparation of the State Prevention Diagnosis. 5.2 The states of Sonora, San Luis Potosí, Querétaro and Hidalgo had already participated in previous years. Therefore, an attempt will be made to reactivate communication in order to resume the work that was progressing, update and, where appropriate, schedule workshops in human rights defenders and journalists. 5.3 Of the entities that have not had any participation during the two previous stages, they will seek to remotely train in the methodology of the State Prevention Diagnosis in order to begin the development of the variables of territorial dynamics and guarantee systems.		
Gender Equality <i>Explain how gender equality issues have been considered and incorporated into this project proposal.</i> <i>(Note: You may reference the DfID/FCO “How To” guidance on Gender Equality and any specific guidance on Gender provided by the FCDO Post/Department).</i>	It has taken into account the violence that defenders are subjected to, particularly women, based on the work they carry out. As women are the leaders in prevention and protection issues, a gender and intersectional approaches are included in the methodology. During the workshops, a gender-balanced representation of participants will be included as well as special needs that attendees have, such as breastfeeding spaces and flexible hours. The situation of organizations of women journalists will be overlooked, and information on the facts, impacts and human rights violations will be collected.		
Risks <i>List below the key risks of implementing this project and how are you going to manage them</i>	Impact (if realised) Low/ Medium/ High	Likelihood (of occurrence) L/M/H	Management <i>How will the risk be managed and monitored, what are the mitigating actions, and who is the risk owner</i>
The political willing of the states to participate in the workshops and progress in the construction of prevention diagnosis. It involves the commitment of the state ministries with the Federal Mechanism.	Medium	Medium	We will prevent this from happening by monitoring on a monthly basis the work with states and will mitigate this risk by providing high-quality workshops and documentation on the diagnosis that are

			<p>affecting journalists and human rights defenders to keep the willing of the states to collaborate.</p> <p>The Mechanism will liase with the pertinent authorities to deliver the project.</p> <p>Risk owners: Silvia Chica and the Federal Protection Mechanism</p>
Due to Covid-19, all the work is virtual-oriented and there is a risk of being hacked while delivering the workshops to the authorities.	Low	Low	<p>Protection of digital platforms, avoid hacking and all the information provided with authorities.</p> <p>It will be mitigated by using safe platforms to deliver the workshops.</p> <p>Risk owners: Silvia Chica.</p>
Authorise signatory for the Implementing Organisation	Silvia Patricia Chica Rinckoar.		
Print name	Silvia Patricia Chica Rinckoar.		
Date	October 6, 2020.		

Part B: To be completed by FCDO Post or Department

Name of Post / Department	British Embassy Mexico City
Name of project and project code	Human Rights - Prevention plans on State Protection Units for HRD and Journalists INT 2021 MEX C19 04
Name of Programme funding the project	International Programme
What Programme Objectives will this project help meet?	The activities of the project will contribute to the CBP Objective of Projecting our influence because Mexico will see the UK as its European partner of choice in human rights. We would also ensure deepening relationships with the Ministry of Interior, a department in which we do not have much contact, but has great importance in the Federal Public Administration. Also, the project will contribute to delivering the Media Freedom Campaign, this year, former Foreign Secretary priority. Besides, this will add to the Objective of Improving Rule of Law and Gender Equality because the UK will collaborate with local governments to prevent further violence against journalists and Human Rights Defenders ensuring the right to freedom of expression.
Contact name and details of project lead at Post/Department	Frida Soto, Assistant Political Officer, Frida.Soto@fcdo.gov.uk Itzel Velarde, International Programme Lead, Itzel.Velarde@fcdo.gov.uk
Due Diligence: <i>Declare here (if project proposal is approved) that you have carried out a proportionate Due Diligence Assessment on the Implementing Organisation before project delivery begins, and that you have identified key risks that will be monitored throughout delivery.</i>	A Due Diligence Assessment was carried out on Tuesday, November 10, 2020 and signed off on Wednesday, November 11, 2020 by Chris Wall, Head of Human Rights, Security and Justice. A copy was submitted to PMO on Wednesday, November 11, 2020.
Cross Cutting Issues <i>What additional impact will the project have on issues such as the environment, diversity and human rights? Please note both positive and negative possible impacts</i>	The project will positively impact on human rights considering its aim is develop diagnosis on the current situation for human rights defenders and journalists, it will include a gender perspective on the obstacles women journalists and human rights defenders have faced, as well as a self-protect

	<p>approach, which will help identify how vulnerable groups can improve their circumstances.</p>
<p>For ODA projects:</p> <p><i>Are you satisfied that the proposed activity is likely to contribute to a reduction in poverty?</i></p>	<p>Yes</p> <p>A democratic society is not possible without freedom of expression. Freedom of expression empowers people to openly state their demands on how the state and government agencies should perform their duties and it gives people access to other rights. Human rights and democratic principles are very important in the battle against poverty. This is essentially about sharing power and resources in society so that poor women, men, girls and boys have more say.</p> <p>The lack of equal participation makes it impossible for democratic, pluralistic societies to prosper, thereby exacerbating intolerance and discrimination. Including all sectors of society in communication, decision-making and development processes is essential to ensure that their needs, opinions and interests are taken into account in policy-making and decision-making.</p> <p>It is precisely through active, peaceful participation in the democratic institutions of the State that the exercise of freedom of expression and information by all sectors of society is manifest and enables historically marginalized sectors to improve their conditions. The project adds to prevent that journalists and human rights defenders restrict from exercising their profession. This will ensure that the state's guarantee equal opportunities for all for with respect to the discrimination-free receiving, seeking out, and sharing of information through any communication channel whatsoever, eliminating all measures that discriminate against the equal and full participation of individuals or groups in their countries' political, economic, and social life.</p>
<p>Gender:</p> <p><i>Are you satisfied that the project will promote gender equality?</i></p> <p><i>If No, are you satisfied the project will not contribute to further gender inequality?</i></p> <p><i>Declare here that you have attached a statement that explains how gender equality</i></p>	<p>Yes</p> <p>Yes I am satisfied. The team will ensure the supplier includes gender and intersectional approaches in the methodology. Moreover, during the workshops, Ms. Chica will secure a gender-balanced representation of participants as well as special needs that</p>

<p><i>issues have been considered in the project objectives, and how delivery will address those issues? A statement is mandatory for every approved project (see the FCDO Policy Portfolio Framework for further guidance)</i></p>	<p>attendees have, such as breastfeeding spaces and flexible hours etc.</p> <p>A Gender Equality statement was attached on November 11, 2020.</p>
<p>Human rights (HR) assessment:</p> <p><i>Will this project be implemented in the security and/or justice sectors?</i></p> <p><i>If yes, state here that you have completed an assessment under the Overseas Security & Justice Assistance (OSJA) guidance before the project begins (mandatory for all OSJA projects)</i></p> <p><i>For non-OSJA projects: Do you consider that there is a serious risk that the assistance might directly or significantly contribute to a violation of human rights and/or IHL?</i></p>	<p>Yes, an OSJA has been completed according to guidance; however, the team does not consider serious risks for the delivery of this project.</p> <p>(If non-OSJA project), what are the risks of HR violations?</p>
<p>Consultancy Value Programme</p> <p><i>Is this a Direct Delivery project (i.e. by Post)? (see the Policy Portfolio Framework Annex A for guidance on Delivery Options).</i></p> <p><i>If Yes, are consultants being used in the delivery of this Project?</i></p> <p><i>If yes, have you followed the CVP guidance on Commercial Directorate's Sharepoint site.</i></p>	<p>No</p> <p>(If Yes above) – Yes / No (consultants will/will not be used)</p> <p>(If Yes above) – Yes / No (I have / have not followed CVP guidance)</p>
<p>Professional Communications Assurance</p> <p><i>Will the project procure any marketing or advertising products and services?</i></p> <p><i>If yes, have you followed the PCA guidance (held by Communications Directorate) and obtained the necessary clearance?</i></p>	<p>No</p>

	Not Applicable
<p>TV & Film Production</p> <p><i>Will the project produce any form of video (incl. but not limited to documentaries, feature films, interviews, plays, dramas or short stories) intended for public broadcast (incl. but not limited to TV, cinema, theatre or internet)?</i></p> <p><i>If yes, have you sought approval from the relevant junior minister's private office? (see the Policy Portfolio Framework Annex A)</i></p>	<p>No</p> <p>Not Applicable</p>
<p>Advance Payments</p> <p><i>Will the implementer require payments in advance?</i></p> <p><i>If Yes, have you submitted an Advance Payment Request Form and received approval for making advance payments from the programme's central administrator (PMO/JFU/PFDU) before any payments are made?</i></p> <p><i>If yes, have you adjusted the Grant Agreement / MoU payment clauses to describe the advance payment arrangements? - See the Policy Portfolio Framework for guidance.</i></p> <p><i>(Note: advance payments will ONLY be approved where there is clear justification for deviating from payment in arrears)</i></p>	<p>No</p> <p>Not Applicable</p> <p>Not Applicable</p>
Open competition	No

<p><i>Was the project proposal submitted through an open competitive Bidding Round or Tender process?</i></p> <p><i>If not, explain why you consider this project still eligible for consideration.</i></p>	<p>If no, explain here: The project followed a single source procurement since our partner, the Ministry of Interior (SEGOB) has requested to keep continuing the work on the development of diagnostics for prevention with Ms. Chica Rinckoar. Attached is a presentation letter in which they detailed the outputs from previous collaboration and their willing to collaborate with Ms. Chica.</p>
<p>Purchasing Goods and Gifting</p> <p><i>Will project funds be used to purchase any items of equipment?</i></p> <p><i>If Yes, have appropriate arrangements for the purchase and disposal of equipment been put in place before the project begins? Attach a copy of the equipment purchase record.</i></p> <p><i>(Note: see the Policy Portfolio Framework and Clause 9 of the Grant Agreement Template for further guidance on "Equipment and Supplies" and "Gifting").</i></p>	<p>No</p> <p>Not Applicable</p>
<p>Contract / Grant Agreement / MoU</p> <p><i>There must be a signed contract, Grant Agreement or MoU in place between FCDO and the implementer, prior to any activities commencing.</i></p> <p><i>Confirm that a signed contract, Grant Agreement or MoU is in place before any activities begin.</i></p> <p><i>(Note: Share a copy of the Contract / Grant Agreement / MoU template with potential implementers well in advance of signing. See the Policy Portfolio Framework for further guidance).</i></p>	<p>Yes, the project will be under a Commercial Contract.</p>
<p>Can this project be referred to publicly?</p> <p><i>If no, what sensitivities would preclude publicity?</i></p> <p><i>(Set out here an unclassified form of words describing the project, which can be used in briefing materials).</i></p>	<p>Yes</p> <p>If No, explain here</p>

Comments from policy lead	
<i>Does the project have your support? Explain why.</i>	<p>Yes</p> <p>The project has the full support of the policy lead because it is linked to the CBP objectives, and it has raised the profile of the Embassy as human rights co-operator.</p>
Date of Post Programme Board <i>at which the bid was approved</i>	September 4, 2020.
<p>Comments from Post Programme Board</p> <p><i>Explain why the Project was approved, plus any conditions that were attached.</i></p> <p><i>Note: All decisions on whether to award/refuse funding must be approved by the Post Programme Board</i></p>	<p>The decision to support Ms Silvia Patricia Chica as a single-source supplier for the project has been taken following careful consideration and deliberation of the following points:</p> <p>1. Chica's unique role in countries that have Protection Mechanism for HRDs and Journalists. Chica worked as a consultant in Colombia, Honduras and Mexico to evaluate public policies for the protection of rights defenders. She has been monitoring the situation of human rights defenders across the region, and on close work with local civil society organizations and social movements in each country. She also collaborated in the past with the Mexican Ministry of the Interior on impact of measures adopted by Mexico to create a safe and enabling environment for the exercise of the right to defend human rights. In addition, she holds extensive human rights international cooperation experience, has the credentials to it.</p> <p>2. Continuation of a long-standing partnership with our stakeholder institution: Ministry of the Interior. Five years ago, Ms. Chica participated in the design of a methodology for the beneficiary (Protection Mechanism for Human Rights Defenders and Journalists) to help local authorities in developing prevention plans to tackle structural causes of violence against professionals who defend human rights and exercise of freedom of expression. Her work was piloted in Veracruz and Chihuahua having excellent results, so the Governing Board of the Protection Mechanism approved a resolution to extend the methodology to more states in need of strengthening their prevention. The Mechanism considers Ms. Silvia Chica as the only one that can deliver the workshops as she designed/collaborated in the methodology.</p> <p>3. Approval by the Governing Board of the Protection Mechanism of HRDS and journalists. The Board is the maximum authority of the Protection Mechanism and its decisions are binding and have immediate applicability. The Governing Board resolutions are made by consensus and direct vote of all members. It is integrated by different government offices to ensure a plurality of representation and participation of all the state institutions working in the</p>

	<p>protection of this vulnerable group. Some of the members are the Ministry of the Interior, the Special Prosecutor's Office for crimes against freedom of expression (FEADLE), the Attorney- General Office (PGR); the National Security Commission and the Ministry of Foreign Affairs. Its decisions are open to the public, transparent and are subject to accountability under the Mexican Law. She was selected over three other candidates. Additionally, the Ministry of the Interior (SEGOB) has expressed their intention to <i>only</i> work with Ms. Silvia Chica to ensure continuity of last fiscal year's project.</p> <p>4. Value for Money: Last Fiscal Year, Ms. Chica worked on the first stage of the project "Strengthening Prevention Plans on State Protection Units for Human Rights Defenders and Journalists in the Federal Protection Mechanism", proving her expertise on the subject. She worked closely with SEGOB (Interior Ministry of Mexico) and SEGOB has shown keen interest in working with Ms. Chica to guarantee the project's integrity and expedite the project's natural continuation from last fiscal year, avoiding time delays or learning curves that would otherwise occur with another supplier.</p>
Signature of Board Chair	Anjoum Noorani
Print name	Anjoum Noorani
Date	Wednesday, November 11, 2020

ACTIVITY BASED BUDGET

ANNEX D

APRIL 2020 - MARCH 2021		
	2020	2021

Activity 1.1 Documento Diagnóstico Estatal de Guanajuato con recomendaciones del Mecanismo

Item	Unit	Cost per unit	No. of Units	Total	Nov	Dec	Jan	Feb	March	TOTAL
Sesiones de trabajo y retroalimentación con autoridades de Guanajuato	Session	\$219.41907876	3	\$658.25723628		\$658.25723628				\$658.25723628
Documento de recomendaciones para el estado	Document	\$275.04645084	1	\$275.04645084		\$275.04645084				\$275.04645084
Total				USD \$933.30378712	\$0.00	USD \$933.30378712	\$0.00	\$0.00	\$0.00	USD \$933.30378712

Activity 1.2 Sistematización talleres digitales a personas defensoras de derechos humanos y periodistas

Item	Unit	Cost per unit	No. of Units	Total	Nov	Dec	Jan	Feb	March	TOTAL
Insumos mapas y líneas de tiempo para los talleres	Maps	\$658.25723628	1	\$658.25723628		\$658.25723628				\$658.25723628
Talleres	Workshops	\$219.41907876	3	\$658.25723628		\$658.25723628				\$658.25723628
Documento de sistematización	Document	\$275.04645084	1	\$275.04645084		\$275.04645084				\$275.04645084
Total				USD \$1,591.5609234	\$0.00	USD \$1,591.5609234	\$0.00	\$0.00	\$0.00	USD \$1,591.5609234

Activity 1.3 - Sistematización de primera fase de talleres con autoridades que acuden a la Convocatoria General

Item	Unit	Cost per unit	No. of Units	Total	Nov	Dec	Jan	Feb	March	TOTAL
Insumos de información de riesgo sobre defensores y periodistas para los talleres	Document	\$879.22151982	1	\$879.22151982		\$879.22151982				\$879.22151982
Talleres de capacitación	Workshop	\$219.41907876	2	\$438.83815752		\$438.83815752				\$438.83815752
Total				USD \$1,318.05967734	\$0.00	USD \$1,318.05967734	\$0.00	\$0.00	\$0.00	USD \$1,318.05967734

Activity 2.1 Documento Diagnóstico Estatal de Veracruz con recomendaciones del Mecanismo

Item	Unit	Cost per unit	No. of Units	Total	Nov	Dec	Jan	Feb	March	TOTAL
Sesiones de trabajo con autoridades de Veracruz	Session	\$219.41907876	3	\$658.25723628			\$658.25723628			\$658.25723628
Documento de Diagnóstico Estatal de Veracruz con recomendaciones del Mecanismo	Document	\$1,647.18829548	1	\$1,647.18829548			\$1,647.18829548			\$1,647.18829548

Total				USD \$2,305.445531 76	\$0.0 0	\$0.00	USD \$2,305.445531 76	\$0.0 0	\$0.00	USD \$2,305.445531 76
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Activity 2.2 Documento diagnóstico Estatal de Quintana Roo con recomendaciones del Mecanismo

Item	Unit	Cost per unit	No. of Units	Total	Nov	Dec	Jan	Feb	March	TOTAL
Sesiones de trabajo con autoridades de Quintana Roo	Maps	\$219.41907876	3	\$658.25723628			\$658.25723628			\$658.25723628
Documento de Diagnóstico Estatal de Quintana Roo con recomendaciones del Mecanismo	Document	\$1,647.18829548	1	\$1,647.18829548			\$1,647.18829548			\$1,647.18829548
Total				\$2,305.44553176	\$0.00	\$0	\$2,305.44553176	\$0	\$0	\$2,305.44553176

Activity 2.3 Sistematización de talleres realizados con autoridades de Michoacán, Guerrero, Oaxaca y Chiapas

Item	Unit	Cost per unit	No. of Units	Total	Nov	Dec	Jan	Feb	March	TOTAL
Insumos de información de riesgo sobre defensores y periodistas para los talleres	Document	\$412.56967626	1	\$412.56967626			\$412.56967626			\$412.56967626
Talleres de capacitación con Autoridades de Michoacán, Guerrero, Oaxaca y Chiapas	Workshop	\$219.41907876	3	\$658.25723628			\$658.25723628			\$658.25723628
Documentos de avance por cada estado con recomendaciones	Document	\$275.04645084	4	\$1,100.18580336			\$1,100.18580336			\$1,100.18580336
Total				\$2,167.92230634	\$0.00	\$0	\$2,167.92230634	\$0	\$0	\$2,167.92230634

Activity 2.4 Sistematización de segunda fase de talleres con autoridades que acuden a la Convocatoria General

Item	Unit	Cost per unit	No. of Units	Total	Nov	Dec	Jan	Feb	March	TOTAL
Insumos de información de riesgo sobre defensores y periodistas para los talleres	Document	\$438.83815752	1	\$438.83815752			\$438.83815752			\$438.83815752
Talleres de capacitación	Workshop	\$219.41907876	2	\$438.83815752			\$438.83815752			\$438.83815752
Total				\$877.67631504	\$0.00	\$0	\$877.67631504	\$0	\$0	\$877.67631504

Activity 2.5 Sistematización talleres digitales a personas defensoras de derechos humanos y periodistas

Item	Unit	Cost per unit	No. of Units	Total	Nov	Dec	Jan	Feb	March	TOTAL
Documento de sistematización	Document	\$66.44380554	1	\$66.44380554			\$66.44380554			\$66.44380554
Total				\$66.44380554	\$0.00	\$0	\$66.44380554	\$0	\$0	\$66.44380554

Activity 3.1 Documento borrador del diagnóstico de prevención de 1 de las 4 entidades requeridas por la Embajada Británica

Item	Unit	Cost per unit	No. of Units	Total	Nov	Dec	Jan	Feb	March	TOTAL
Documento borrador de diagnóstico con recomendaciones	Document	\$1,647.18829548	1	\$1,647.18829548					\$1,647.18829548	\$1,647.18829548
Total				\$1,647.18829548	\$0.00	\$0	\$0	\$0	\$1,647.18829548	\$1,647.18829548

Activity 3.2 Documento borrador de dos de las 4 variables del diagnóstico de al menos 5 de las 24 entidades federativas invitadas con poco o nulo avance

Item	Unit	Cost per unit	No. of Units	Total	Nov	Dec	Jan	Feb	March	TOTAL
Documento con recomendaciones por estado	Document	1,244	1	£1,244					£1,244	£1,244
Total				£1,244	\$0.00	\$0	\$0	\$0	£1,244	£1,244

Activity 3.3 Sistematización de talleres digitales a personas defensoras de derecho humanos y periodistas

Item	Unit	Cost per unit	No. of Units	Total	Nov	Dec	Jan	Feb	March	TOTAL
Documento de sistematización	Document	\$66.44380554	1	\$66.44380554					\$66.44380554	\$66.44380554
Total				\$66.44380554	\$0.00	\$0	\$0	\$0	\$66.44380554	\$66.44380554

Activity 3.4 Informe final del proyecto

Item	Unit	Cost per unit	No. of Units	Total	Nov	Dec	Jan	Feb	March	TOTAL
Informe	Report	\$247.2327648	1	\$247.2327648					\$247.2327648	\$247.2327648
Total				\$247.2327648	\$0.00	\$0	\$0	\$0	\$247.2327648	\$247.2327648

TERMS OF REFERENCE

ANNEX E

“STRENGTHENING PREVENTION PLANS ON STATE PROTECTION UNITS FOR HUMAN RIGHTS DEFENDERS AND JOURNALISTS”

SUMMARY OF REQUIREMENT

1. The Foreign, Commonwealth and Development Office (FCDO), seeks to appoint one (1) Service Supplier for the implementation of the project “Strengthening prevention plans on State Protection Units for Human Rights Defenders and Journalists in Mexico”. The Service Supplier is expected to support the Mechanism to Protect Human Rights Defenders and Journalists in assisting State Protection Units (SPUs) and State Human Rights Committees in the development of assessment on violence against Human Rights Defenders (HRDs) and journalists. The Service Supplier will generate targeted and regional proposals based on the State Protection Units Diagnostics from last year and strengthen the products of the comprehensive prevention policy. The project is a continuation of last fiscal year’s project under the same name. The Service Supplier will be tasked with the creation of prevention plans, adding a section that addresses the context of the COVID-19 pandemic and the elaboration of online workshops for journalists and HRDs on preventive measures during the pandemic, a final report with lessons learned and recommendations.

INTRODUCTION

2. The work carried out by HRDs and journalists is fundamental for a more just and democratic society, and therefore the acts of aggression against people belonging to these populations (whether committed by individuals or State officers) constitute attacks against the rights of the whole population. To the extent that they inhibit the protection of human rights, restrict access to information and participation, and hinder the effective enjoyment of the rights defenders advocate, it can be said that the whole society is seriously affected by this violence.
3. Online harassment is a growing and ubiquitous problem faced by journalists and HRDs in Mexico. Several studies from NGOs, have demonstrated the psychological distress and impact of threats and other acts of intimidation to women journalists’ work, which affects human rights but also freedom of expression and diversity in the media.
4. A series of well-documented reports in 2017 written by various NGOs demonstrated that the Government of Mexico and a number of state governments purchased or deployed software designed to monitor individuals through their mobile phones. Those reports have shown, compellingly, that targets of the spyware – produced by the Israel-based NSO Group and called “Pegasus” – included, among others, politicians, journalists, human rights defenders, lawyers, public health and anti-corruption experts, and even the international body established to investigate the mass disappearances of students in Iguala in 2014.
5. Mexican women journalists face specific threatening environments. There is no centralised data on attacks against women journalists. In the State of Guerrero, members of civil society reported that they had registered at least 23 cases of serious aggressions against women journalists since 2014. Online harassment expands the threats against women and yet several organizations reported a lack of public documentation of online violence against women journalists. Women journalists reported about harassment, often by public authorities and sometimes even physical attacks by police or public security officers during their reporting. Additional vulnerabilities come from their work as investigative journalists, and the fact that they are often paid less than their male colleagues are. While there are many women reporters, they continue to be a minority in editorial positions. Many women journalists reported to the Special Rapporteurs of UN and IACHR about particularly threatening and infantilizing meetings with male public authorities
6. Mexico’s national Mechanism to Protect Human Rights Defenders and Journalists was established in 2012. While recognizing the progress that has been made to strengthen the prevention policies, there is a clear need to update the measures regarding the use of information technologies to avoid online attacks against this target group. The project is based on the need to support the Protection Mechanism to ensure that those in charge of the local protection (State protection units and state human rights commission) have the necessary knowledge and skills to assess how to tackle violence against this group.
7. Nationwide, six human rights defenders and three journalists have been killed so far this year, eight of them during the quarantine period. According to the CNDH, attacks on defenders and journalists have doubled since March 15, when the health emergency caused by COVID-19 was decreed, compared to the 2019 average attacks. Some of the additional challenges they are facing include targeted attacks while staying at home; delays in protective and judicial measures; increased digital surveillance; and further exposure. Moreover, there is a legislative initiative that seeks to eliminate the Protection Mechanism trust fund.

OBJECTIVES

8. The British Embassy in Mexico secures the services of a contractor to achieve the following objectives:
 - a) Conclude the State Protection Units Diagnostic that are currently at 80% completion, namely, Guanajuato, Veracruz, and Quintana Roo. The Supplier must prioritize the completion of 2 out of 5 technical variables of the Diagnostic that address information gathered and the opinion of journalists and HRDs.
 - b) To summon the federal entities (states) that have less than 80% completion or that have yet to participate in prior stages to participate in the State Protection Units Diagnostics.
 - Invite the states of Michoacán, Guerrero, Oaxaca, and Chiapas to initiate and/or retake their participation in the State Protection Units Diagnostics in at least 2 of the 4 states.

- c) Hold at least 1 virtual targeted workshop per state for journalists and Human Rights Defenders (HRDs). At least 5 workshops total.
- d) Identify shared problems and challenges amongst federal entities (states) to produce targeted and regionalized preventive measures against violence directed at journalists and HRDs.
- e) Produce recommendations in the form of a report, in Spanish and at least 20 pages, for participants of the State Prevention Units Diagnostics to reduce violence targeted at journalists and HRDs and to prevent further violence.

DETAILS

- 9. The British Embassy in Mexico holds a particular interest in integrating the federal entities of Michoacán, Guerrero, Oaxaca, and Chiapas into the State Protection Units Diagnostics project. The Contractor must:
 - a. Focus interventions on the development and facilitation of a capacity-building programme for the designated staff that will be tasked in executing the diagnostic.
 - b. Develop the Territorial Dynamics and "Safeguard System" variables.
 - c. Develop an outline for At-Risk Populations and Violence Dynamics
 - d. Develop the structure of the State Diagnostic and prepare the methodological tools.
- 10. To achieve the objectives, the Supplier must focus its interventions on the development and facilitation of a capacity-building programme for HRDs and journalists from at least three states at 80% completion of the diagnostic and 2 states that are a priority for the British Embassy (Michoacán, Guerrero, Oaxaca, or Chiapas). The supplier must collaborate with the British Embassy in Mexico City and the Federal Protection Mechanism to identify and reach agreement on interventions that will have the greatest potential impact on training sessions. These interventions may be (but not limited to) in the form of lectures, discussions, case studies, interactive exercises, online classes and other teaching methods.
- 11. The Supplier must also maintain a focus on sustainability that ensures that impact remains when the project finishes and that gender perspective and human rights-based approach are mainstreamed in all the activities.
- 12. The supplier must include in their proposal how delivery against the outputs below will be measured. The British Embassy in Mexico City must approve the methodology prior to beginning any intervention during the implementation of the contract.
- 13. The supplier must include in their proposal a logistic plan to deliver the capacity building sessions with coordination and inputs from the Mechanism and the British Embassy.

OUTPUTS / DELIVERABLES

- 14. There are three (3) specific outputs for this project:
 - a. Creation of prevention plans that build upon last fiscal year's work and that contain at least a section addressing measures for challenges faced by journalists and HRDs during the COVID-19 pandemic.
 - b. Online workshops for journalists on preventive measures during the pandemic. The Supplier will hold at least 1 virtual workshop per state with at least 10 people in attendance. The minimum total amount of workshops that the supplier is expected to partake are five (5) workshops. Three (3) of the workshops will be from states at 80% completion of the diagnostic and the remaining two (2) workshops will be from 2 of the 4 states the British Embassy has keen interest in (Michoacán, Guerrero, Oaxaca, or Chiapas).
 - c. The Supplier will deliver a clear, concise, final report with lessons learned and targeted, regionalized recommendations from the State Protection Units Diagnostics. The report will be at least 20 pages and in Spanish.

MONITORING

- 15. This project will be managed by the Prevention, Follow-up and Risk Analysis Unit and under the supervision of the Federal Protection Mechanism as counterpart. In the British Embassy in Mexico, the Human Rights Security and Justice team along with the Assistant Political Officer will follow-up all the activities implemented by Mr. Silvia Chica.
- 16. Both institutions will work in strong communication with Ms. Silvia Chica. This will include regular communication as to the day-to-day implementation of the proposed activities, every week since the contract signing parties will have telephone and video calls. The British Embassy team will also liaise regularly with Ms. Silvia Chica, the Federal Protection Mechanism and the participants of the sessions. The relevant project implementation updates obtained in the course of this communication will be relayed to the FCDO through the mandatory quarterly reports on progress or through direct communication with FCDO staff where necessary.
- 17. Monitoring comprising regular liaison with in-country stakeholders and project Partners as well as the country visits will provide for an effective supervision framework where problems encountered in the course of the project implementation can be promptly picked up and rectified. The British Embassy will review each of the

delivery and will complement with comments and approval. Each deliverable will be evaluated using the Human Rights based approach and the International Programme Fund criteria. No document will be published without the prior authorization of the British Embassy and the Federal Protection Mechanism.

REPORTING STRUCTURE, LOGISTICS AND OTHER ARRANGEMENTS

18. The Service Supplier will report to the Head of Human Rights, Security and Justice Team of the British Embassy in Mexico City and the Federal Protection Mechanism. The Service Supplier will also appoint a member of staff to liaise with the FCDO's appointee on contract management issues.
19. In terms of logistics, the Service Supplier will work independently in setting up their own meetings with key stakeholders. Where appropriate, the British Embassy in Mexico City may assist in accessing government agencies or other key senior stakeholders if this should prove necessary. The decision of when to accompany the supplier to virtual meetings will be taken by the British Embassy in Mexico.
20. Payments will be made in arrears upon receipt of the final product, after any updates have been incorporated and signed-off by the British Embassy.

KEY DATES

<u>Output 1:</u> Prevention plans tailored to Covid-19 pandemic	26 February 2021
<u>Output 2:</u> Online workshops for journalist and HRD on protective measures during the pandemic	January - March 2020
<u>Output 3:</u> One final report with lessons learned and recommendations	01 March 2021
*Subject to previous agreement between the Embassy and the supplier, dates for delivering outputs might change.	

21. And thereafter: a project kick-off workshop with HMG stakeholders which will be used to establish a shared understanding of the project goals and methodology and clarify key knowledge gaps. This should result in updated work-plan within one week of this meeting being held. The approval of this updated work plan by the British Embassy and the Federal Protection Mechanism will provide the basis for the commencement of the activities agreed in said work plan and their subsequent payment.

BUDGET

22. The source of funding is from the International Programme for the Fiscal Year 2020-2021.
23. The total budget allocated for the project is: £10,000 *Ten thousand pounds/ \$15,452.04 Fifteen thousand four hundred fifty-two USD and four cents.*

LETTER FROM BENEFICIARY

ANNEX F

SEGOB

SECRETARÍA DE GOBERNACIÓN



SUBSECRETARÍA DE DERECHOS HUMANOS
UNIDAD PARA LA DEFENSA DE LOS
DERECHOS HUMANOS
MECANISMO PARA LA PROTECCIÓN DE
PERSONAS DEFENSORAS DE DERECHOS
HUMANOS Y PERIODISTAS

Ciudad de México, a 17 de agosto de 2020

HONORABLE EMBAJADA DEL REINO UNIDO EN MÉXICO
P R E S E N T E

En relación con la continuación del "Proyecto para la elaboración de diagnósticos estatales sobre la situación de personas defensoras de derechos humanos y periodistas", me permito exponer a Ustedes, las razones por las cuales esta Coordinación Ejecutiva Nacional considera que la Maestra Silvia Patricia Chica Rinckoar, de nueva cuenta es la persona idónea para colaborar en esta tercera etapa del proyecto.

Además de que la Mtra. Silvia Chica fue parte del equipo de consultores y consultoras externas que desarrollaron los documentos básicos de la Unidad de Prevención Seguimiento y Análisis (UPSA) del Mecanismo de Protección y contribuyó en la elaboración de la metodología de los Diagnósticos Estatales de Prevención, en el transcurso del año 2019 fue la consultora financiada por la Embajada Británica para la continuación de los trabajos.

Con su acompañamiento, se logró la publicación del Diagnóstico Estatal de Prevención de Puebla, así como avances significativos en el de Guanajuato, de los que destacan: los talleres con personas defensoras de derechos humanos, periodistas y servidores públicos del Mecanismo estatal de protección. Asimismo, impartió un taller a más de 200 servidores/as públicos/as estatales y municipales, que fue el inicio para que se firmara el actual Convenio entre el estado y los municipios de Guanajuato.

De igual manera, inició trabajos y talleres en el estado de Veracruz con personas defensoras de derechos humanos y periodistas, que conforman el diagnóstico de la entidad en un 80%. Cabe resaltar que con su participación, se logró incluir a la Universidad Veracruzana como actor interesado en la prevención, misma que ha solicitado se continúe la aplicación de las diversas herramientas metodológicas en las cinco regiones de la entidad.

Además, la Mtra. Chica Rinckoar tiene en su historial de colaboración con la UPSA, la realización de los talleres con las organizaciones de la sociedad civil en Chihuahua, trabajo que dio como resultado la elaboración del Diagnóstico de Chihuahua y el Plan de Contingencia del mismo estado. Fue consultora para la Evaluación del Plan de Contingencia y Alerta de Riesgo de Chihuahua, y emitió una serie de sugerencias para la mejora de la metodología utilizada en los diagnósticos estatales.

Por las razones anteriores, la Coordinación Ejecutiva Nacional del Mecanismo, considera que la Mtra. Silvia Patricia Chica Rinckoar de nueva cuenta es la persona con las capacidades técnicas, administrativas y la experiencia comprobable para desarrollar y apoyar en la tercera etapa del proyecto de diagnósticos estatales de prevención,

Sin otro particular, reciba un cordial saludo.

Atentamente

Directora General Adjunta

Mtra. Giovanna Umelia Garrido Márquez

c.p. Ing. Aarón Mastache Mondragón. Coordinador Ejecutivo Nacional. Para su conocimiento.

SINGLE SOURCE JUSTIFICATION ('SSJ')**Justification and Approval Form**

PLEASE NOTE THAT WHEN USING AN SSJ YOU WILL STILL NEED TO HAVE DEVELOPED RELEVANT SCOPE/TERMS OF REFERENCE THAT THE COMPANY BELOW HAS AGREED TO MEET. YOU WILL ALSO NEED RELEVANT TERMS AND CONDITIONS, AVAILABLE [HERE](#).

Under FCO Policy and UK law, all procurements should follow the principles of open and fair competition to obtain best value for money. Any request for single source justification that conflicts with these competition principles will be subject to various levels of internal and external scrutiny with the possibility of legal challenge, for example from suppliers or the EU Commission. Single Source justification is not therefore a decision that can be taken lightly and keeping a completed version of this form for all single sourced (non-competed) requirements is vital.

Recommendations must be **signed-off by an officer with appropriate delegated authority** (see [Authorising Commercial Contracts](#))

Use this form to **seek approval from the nominated Authority Holder** if the value of your proposed Contract is;

- £1.5 to £10K: → Head of Corporate Services, Corporate Services Manager (also under £1.5K if GPC cannot be used)
- £10K to £25k: → Head of Mission, Chargé or Director.
- £25k to £100k: → Regional Procurement Hub.
- Over £100k: → Procurement Strategy Approvals Board.

Submit form with your [PSAB application](#). Note PSAB will NOT approve retrospective single source requests.

NB: Any [Consultancy above £20k requiring SSJ approval will require additional authorisation](#).

Originating Department & Post:	British Embassy, Mexico City	Date: 02 October, 2020
Estimated Value (GBP): £10,000.00, USD \$15,452.0478	Proposed Supplier: Silvia Patricia Chica Rincoar	
Did you seek advice from a commercial (or other) specialist? If so, please provide their name and position below:		
Name: Sandra Rodriguez	Section: Regional Procurement Hub, British Embassy in Mexico City	
Position: Regional Procurement Lead- Americas	Area of Specialisation (if relevant): Commercial	
Description of requirement (including as appropriate the duration of any requirements):		

Strengthening prevention plans on State Protection Units for Human Rights Defenders and Journalists

The activities of the project will directly support the delivery of CBP Objective 2 ("Implementing projects on Human Rights, including torture and freedom of expression") and will also directly support the objective from the revised mission statement ("Work with MX to get back on track to rapid, sustainable and inclusive growth, protecting security and human rights incl. gender (AN)"). The project will also help raise the profile of the Embassy as a key player on Human Rights. Additionally, the project will contribute to the Media Freedom Campaign, which continues to remain a priority for the Foreign Secretary. Mexico remains one of the most dangerous countries for journalists and it is important we continue supporting the Mexican Government in activities that seek to protect journalists and human right defenders. With the backdrop of the Covid-19 crisis, it has become more evident of the urgency to carry out efforts that protect journalists and human rights defenders. Nationwide, six human rights defenders and three journalists have been killed so far this year, eight of them during the quarantine period. According to the CNDH, attacks on defenders and journalists have doubled since March 15, when the health emergency caused by COVID-19 was declared, compared to the 2019 average attacks. Some of the additional challenges they are facing include targeted attacks while staying at home; delays in protective and judicial measures; increased digital surveillance; and further exposure. Moreover, there is a legislative initiative that seeks to eliminate the Protection Mechanism trust fund. Lastly, this will add to the Objective of Improving Rule of Law and Gender Equality because the UK will collaborate with local governments to prevent further violence against journalists and Human Rights Defenders ensuring the right to freedom of expression. It intends to do the following:

1. Strengthen the attention and prevention capacities of the State Protection Units and assisting them in consolidating their risk protocols on emergencies to better protect Human Rights Defenders and Journalists especially while they faced increased threats due to COVID19.
2. Help break the cycle of violence to HRDs and journalists by building efficient prevention tools for emergencies, establishing a policy framework to address these issues permanently.
3. Looking wider, the project will contribute to the SDG 16 of Promote peaceful and inclusive societies for sustainable development provide access to justice for all

Mr Silvia Patricia Chica Rinckoar will help the Protection Mechanism to deliver a high-quality project through the following outputs and activities:

- a. Creation of prevention plans that build upon last fiscal year's work and that contain at least a section addressing measures for challenges faced by journalists and HRDs during the COVID-19 pandemic.
- b. Online workshops for journalists on preventive measures during the pandemic. The Supplier will hold at least 1 virtual workshop per state with at least 10 people in attendance. The minimum total amount of workshops that the supplier is expected to partake are five (5) workshops. Three (3) of the workshops will be from states at 80% completion of the diagnostic and the remaining two (2) workshops will be from 2 of the 4 states the British Embassy has keen interest in (Michoacan, Guerrero, Oaxaca, or Chiapas).
- c. The Supplier will deliver a clear, concise, final report with lessons learned and targeted, regionalized recommendations from the State Protection Units Diagnostics.

The project, along with previous projects, is expected to strengthen the attention and prevention capacities of the State Protection Units, consolidate the State Protection Units' risk protocols for emergencies, give journalists the necessary protection tools for emergencies.

Category of requirement

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Estates / Works | <input type="checkbox"/> Facilities | <input type="checkbox"/> Office Consumables | <input type="checkbox"/> Training |
| <input type="checkbox"/> Security /works (Security-related) | <input checked="" type="checkbox"/> Consultancy / Temp Labour | <input type="checkbox"/> IT | <input type="checkbox"/> Other* (specify) |

(If mixed requirement base on the component attracting the largest cost)

***If Other – Please Specify:**

Procurements above £100k – Please indicate the primary reason for this request to Single Source:

Above the EU Procurement threshold, there are very limited grounds on which a procurement can be legally sourced without competition, these reasons are set out below and are described in more detail in the guidance on single sourcing. **For legal reasons, an Award or 'VEAT' Notice will be required in the Official Journal of the European Union.**

- | | | |
|--------------------------|---|--|
| <input type="checkbox"/> | 1 | No tenders or suitable tenders were received under a previous, compliant procurement process |
| <input type="checkbox"/> | 2 | For technical or artistic reasons or for reasons connected to the protection of exclusive rights |
| <input type="checkbox"/> | 3 | Extreme urgency (NB: this cannot be for reasons that were foreseeable or due to the FCO) |

All procurements - Justification - This field MUST be completed for all procurements, regardless of value.

Please write in the box below, a clear, comprehensive justification including all relevant background details with supporting documentation attached if necessary as an Annex. For example this might include:

- Why the single source supplier identified as being able to meet the Department's needs is the only possible supplier of our requirements?
- What is the basis for believing that the single source supplier identified as being able to meet the Department's needs will provide value for money? What comparisons have been made in this area?
- What market research has been carried out to identify other potential suppliers? And what was the result?
- What is the full estimated value of the contract? What breakdown of costs is available?
- Likely duration of contract
- Is the award of contract likely to lead to further similar business being awarded to the same supplier without competition? Agreeing a relatively low value single source contract may in time lead to a much greater financial commitment to a supplier that has not been tested against the wider market.

JUSTIFICATION:

I am writing to express my support to Silvia Patricia Chica Rinckoar as a single-source supplier for the project entitled "Strengthening prevention plans on State Protection Units for Human Rights Defenders and Journalists" funded by the International Programme Fund. The project is a direct continuation of last Fiscal Year's (FY1920) International Programme project with the same name, which Silvia Patricia Chica Rinckoar was also the single-source supplier.

The arguments to support Ms. Chica as a single-source supplier for the project are the following:

1. **Chica's unique role in countries that have Protection Mechanism for HRDs and Journalists.** Chica worked as a consultant in Colombia, Honduras and Mexico to evaluate public policies for the protection of rights defenders. She has been monitoring the situation of human rights defenders across the region, and on close work with local civil society organizations and social movements in each country. She also collaborated in the past with the Mexican

Ministry of the Interior on impact of measures adopted by Mexico to create a safe and enabling environment for the exercise of the right to defend human rights. In addition, she holds extensive human rights international cooperation experience, has the credentials to it AND

2. **Continuation of a long-standing partnership with our stakeholder institution: Ministry of the Interior.** Five years ago, Ms. Chica participated in the design of a methodology for the beneficiary (Protection Mechanism for Human Rights Defenders and Journalists) to help local authorities in developing prevention plans to tackle structural causes of violence against professionals who defend human rights and exercise of freedom of expression. Her work was piloted in Veracruz and Chihuahua having excellent results, so the Governing Board of the Protection Mechanism approved a resolution to extend the methodology to more states in need of strengthening their prevention. The Mechanism think she is the only one that can deliver the workshops as she designed/collaborated in the methodology.
3. **Approval by the Governing Board of the Protection Mechanism of HRDS and journalists.** The Board is the maximum authority of the Protection Mechanism and its decisions are binding and have immediate applicability. The Governing Board resolutions are made by consensus and direct vote of all members. It is integrated by different government offices to ensure a plurality of representation and participation of all the state institutions working in the protection of this vulnerable group. Some of the members are the Ministry of the Interior, the Special Prosecutor's Office for crimes against freedom of expression (FEADLE), the Attorney- General Office (PGR); the National Security Commission and the Ministry of Foreign Affairs. Its decisions are open to the public, transparent and are subject to accountability under the Mexican Law. She was selected over three other candidates.
4. **Value for Money:** Last Fiscal Year, Ms. Chica worked on the first stage of the project "Strengthening Prevention Plans on State Protection Units for Human Rights Defenders and Journalists in the Federal Protection Mechanism", proving her expertise on the subject. She worked closely with SEGOB (Interior Ministry of Mexico) and SEGOB has shown keen interest in working with Ms. Chica for the natural continuation of the project under the same name for the current fiscal year (FY2021)

BUDGET APPROVAL

Name: Chris Wall

Signature: Chris Wall

Position: Second Secretary

Date: 04 September, 2020

Please note: By providing budgetary approval for this Single Source Justification the Officer recognises this will conflict with the FCO and UK Procurement policy position of competition to demonstrate value for money. Furthermore the Officer is formally acknowledging that they are satisfied that all alternative options relating to competition and the use of other public body contracts to fulfil this requirement have been ruled out.

SIGN-OFF BY PERSON WITH RELEVANT DELEGATED AUTHORITY (This must be different to budget holder e.g. their Line Manager)

Name: Anjoum Noorani

Signature: Anjoum Noorani

Position: Prosperity Counsellor

Date: 04 September, 2020

Please note: By signing off this Single Source Justification the Officer recognises this will conflict with the FCO and UK Procurement policy position of competition to demonstrate value for money. Furthermore the Officer is formally acknowledging that they are satisfied that all alternative options relating to competition and the use of other public body contracts to fulfil this requirement have been ruled out.

AUTHORISATION BY AUTHORITY HOLDER (This is limited to the thresholds and positions specified on page 1)

Name: David Chun

Signature: David Chun

Position: Head of Corporate Services

Date: 6 October 2020

☒ Justification accepted

☐ Justification challenged

☐ Justification Rejected

Reasons for rejection or challenge (further information is required to satisfy justification) / Rejection:

Please note: By authorising this Single Source Justification the Officer recognises this will conflict with the FCO and UK Procurement policy position of competition to demonstrate value for money. Furthermore the Officer is formally acknowledging that they are satisfied that all alternative options relating to competition and the use of other public body contracts to fulfil this requirement have been ruled out. They recognise that their authorisation to Single Source may give rise to the FCO receiving complaints or formal challenge from appropriate national and EU authorities and suppliers.

THIS COMPLETED FORM, AS WELL AS ANY OTHER PERTINENT EVIDENCE SUPPORTING THE SSJ AND PROCESS FOLLOWED, MUST BE KEPT AT POST. IN LINE WITH FINANCIAL AND COMMERCIAL AUDIT REQUIREMENTS.