



Foreign, Commonwealth & Development Office



Section 4 Appendix A

CALL DOWN CONTRACT

Framework Agreement with: The Policy Practice

Framework Agreement for: International Multi-Disciplinary Programme Framework Agreement (IMDP)

Framework Agreement Purchase Order Number: PO 8373

Call-down Contract For: Political Economy Analyses in Ethiopia (DEPEA)

Contract Purchase Order Number: 10056

I refer to the following:

1. The above-mentioned Framework Agreement dated **1st May 2019**
2. Your proposal of **02 September 2020**

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

1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than **26 October 2020** ("the Start Date") and the Services shall be completed by **30 September 2021** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

- 2.1 FCDO requires the Supplier to provide the Services to the Foreign, Commonwealth & Development Office ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed **£249,970.50** ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B.

4. Officials

FCDO

- 4.1 The Contract Officer is:



Foreign, Commonwealth & Development Office



/REDACTED/

4.2 The Project Officer is:

/REDACTED/

Supplier

4.3 The Contract Officer is:

/REDACTED/

4.4 The Project Officer is:

/REDACTED/

5. Key Personnel

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

JOB TITLE	TEAM MEMBER'S NAME	Organisation
Programme Team Leader	/REDACTED/	The Policy Practice
Programme Director	/REDACTED/	The Policy Practice
Programme Manager	/REDACTED/	The Policy Practice
Objective 1 / Thematic Lead – Governance	/REDACTED/	The Policy Practice
Objective 4 / Thematic Lead – Communication and Uptake	/REDACTED/	RVI
Technical Advisor – Duty of Care and QA	/REDACTED/	The Policy Practice

6. Reports

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

7. Duty of Care

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

- I. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
- II. The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified FCDO in respect of:



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- II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
- II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
- III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- V. Where FCDO is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

8. Limitation of Liability

- 8.1 The Supplier's limit of liability shall be as provided for in Clause 35.2 of Section 2 (Standard Terms and Conditions) unless a different amount is provided for below in which event that different amount shall apply.

Supplier's Limit of Liability for the purposes of Clause 35.2 shall be N/A

Where FCDO has inserted a figure in this paragraph 8, then the reference to Financial Limit in Clause 35.2 shall instead be a reference to the limit of liability set out here.

9. Monitoring of Call-down Contract Performance

- 9.1 The Supplier shall comply with the performance monitoring conditions set out in Annex A.

10. Commercial Caveats

- 10.1 The following commercial caveats shall apply:

- Fees will only be paid for productive days or whilst travelling at FCDO's request.
- FCDO will not pay for a day of rest following travel, either Overseas or in the UK.
- FCDO will only pay for security services which have been mutually agreed in advance and at cost.
- FCDO will not reimburse costs for normal tools of the trade (e.g. portable personal computers).
- Rented accommodation should be used whenever possible and in particular for Long Term visits.
- Hotel accommodation should be compliant with the expenses policy and justified on the



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basis of Value for Money, with costs kept to a minimum.

- Receipts must be retained for all expenses.
- As detailed elsewhere in the tender documents, FCDO will only pay for expenses e.g. travel, subsistence and accommodation at actual cost within the pre-agreed policy.

11. Call-down Contract Signature

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

For and on behalf of
The Secretary of State for Foreign,
Commonwealth and Development Affairs

Name: /REDACTED/

Position: /REDACTED/

Signature:

Date:

For and on behalf of
The Policy Practice

Name: /REDACTED/

Position: /REDACTED/

Signature:

Date:



Foreign, Commonwealth & Development Office

PROJ10120

Contract PO 10056

Call down contract

Annex A - Terms of Reference (ToR)

Political Economy Analysis and Advisory Facility (DEPEA) FCDO Ethiopia



1. Introduction

FCDO Ethiopia awards a contract for Technical Assistance Service to facilitate a series of political economy analyses (PEA) to help FCDO and the Government of Ethiopia (GoE) improve the effectiveness of its programmes in the current, complex context in Ethiopia and the wider Horn of Africa.

This contract will commence on **26 October 2020** with the fixed end date **30 September 2021**. The budget under this contract shall not exceed £249,971 (including any government taxes).

2. Context

Ethiopia is undergoing a profound transition in which the fundamental nature of its political settlement is being renegotiated. Since Prime Minister Abiy Ahmed came into power in April 2018, he initiated a raft of reforms to overhaul Ethiopia's authoritarian government structure. He freed thousands of political prisoners, curtailed the power of the intelligence and security sectors, and committed to holding free and fair elections. However, the transition created challenges, increased ethnic tensions and instability, seeing the displacement of over 3 million people in 2019.

In addition, the cohesion of the then ruling EPRDF coalition was disrupted, and with it, the party structure, which was a parallel system for accountability. The mechanisms through which the state has delivered services have been fractured and capacity weakened. New alliances and networks are being forged and rents are being redistributed, including through the formation of new political parties and coalitions. Explicitly or implicitly issues which are being contested include: the role of regional governments and the nature of federalism; the nature of democracy; and the role of business in the economy. These contestations are reshaping the political landscape, and this shift in Ethiopia's political settlement has profound implications for the inclusiveness, feasibility and sustainability of reforms. It also presents risks and opportunities for FCDO and X-HMG programming and policy.

The impact of Covid-19 in Ethiopia continues to increase, with community transmission now widespread. The resulting postponement of the national elections, is a further complication, raising profound constitutional questions about the legitimacy of the government. The authority of the federal government to drive the Covid-19 response across Ethiopia's regions may also be challenged. In addition, economic vulnerabilities and the expected impact of C19 restrictions, mean that the economy is projected to stagnate in 2020/21. The World Bank predicts that 6.5 million people will be pushed back into poverty.

The violent unrest and heavy security clampdown sparked by the death of prominent Oromo singer Haacaaluu Hundeessaa have highlighted the ethnic tensions and fragility of the current political settlement. Political grievances are unresolved and the Government's response to recent violence in Oromia – internet shutdown and mass arrest – sits uneasily with promised reforms. This has significant implications for Ethiopia's democratisation and stability.

Ethiopia is the biggest bilateral UK aid recipient in Africa amounting to about £300 million annual average during the current operational plan period. UK aid supports a range of areas



including basic services like health, education, water and sanitation; livelihoods like productive safety-net and humanitarian; economic development including private sector initiatives, industrial parks, tax and land investment programmes; governance including democratic, accountability and state capability institutions.

Ensuring that our full suite of developmental interventions is responsive to this rapidly changing context is therefore more important than ever. High quality and practicable political economy analysis will help, for example, to identify the conditions under which inclusive and quality service delivery outcomes can be successfully and sustainability implemented in partnership with the Government of Ethiopia; how the result of elections will shape the conditions under which broad-based and pro-reform coalitions come about; how to design and implement interventions in a fragile context and unlock political will for necessary reforms; and how to build functioning mechanisms of accountability – at the federal and regional level.

3. Recipient and beneficiaries

The primary recipients of the analyses will be FCDO Ethiopia and other representatives of HMG in Ethiopia (and relevant HMG teams at headquarters). Where possible and appropriate this work will be shared with the Government of Ethiopia and the wider development community in Ethiopia to strengthen their own programmes.

4. Geographical location

The scope of this contract covers federal- as well as regional-level political economy analyses. The regions will include at least five (but no more than six) regional states in Ethiopia, including Amhara and Oromia. The remaining three to four regional states will be agreed in the inception phase.

Given the travel restrictions due to the Covid-19 outbreak, the required field work may all be undertaken remotely, at least for the first half of the programme. However, if restrictions ease regional travel will be required. Regional travel is budgeted into this contract financial limit of /REDACTED/. Ability to travel will be kept under constant review with FCDO.

5. Stakeholders

The Supplier will be expected to engage with a wider range of stakeholders, including, but not limited to: state institutions; key sector ministries; political parties; the private sector; civil society organisations; academia and some development partners.

6. Timeframe and formal review points

The programme duration is split into two phases: a **3-month inception** phase, followed by a **8 1/2-month implementation** phase.

The contract will be subject to a formal review at the end of the 3-month inception phase. Continuation of the services after the inception phase will be based on achievement of deliverables and on satisfactory performance against the Key Performance Indicators (KPIs).



FCDO reserves the right to terminate the contract at any time in line with FCDO T&Cs.

7. Scaling up/down

The contract must have adequate provision for variation to adapt to changes in need or context that occur during the life of the programme.

Following FCDO reviews, FCDO reserve the right to scale the requirement up or down over its lifetime and to include potential changes to programme scope, geographical reach and contract value (where appropriate) within the contract financial limit.

The contract includes an option to extend the programme by up to an additional 12 months and up to £250,000 in value. Any extension is subject to continued need, ministerial approval, extension of the programme business case, availability of funding, and satisfactory performance of Supplier.

Any such changes will be fully communicated to the Supplier and implemented in accordance with the terms and conditions and procurement regulations.

8. Objectives

The expected Outcome of this programme is to deepen the UK's understanding of the political economy context in Ethiopia to increase the effectiveness of HMG's development programming and policy design.

The Political Economy Analysis and Advisory Facility programme will have the following Objectives:

- Objective 1 – Deepen HMG's understanding of the pre and post electoral context.
- Objective 2 – Build HMG's understanding of the political economy context for service delivery reform.
- Objective 3 – Build understanding of political economy incentives and constraints to reform on up to 3 critical programme issues in the wider FCDO portfolio.
- Objective 4 – Generate demand for and deepen HMG staff understanding, uptake and utilisation of the political economy research.

It is expected that the Political Economy Analysis and Advisory Facility programme will deliver the above Outcome and Objectives through a series of outputs (see Section 9).

9. Scope of work

The Supplier is required to deliver against the four objectives of the programme, as set out below. The Supplier should be flexible and able to adapt to changes in need or the external context. In their response, the Supplier proposed methodology and how timely, quality outputs will be delivered along with justification.

It is also expected that these objectives are underpinned by a comprehensive strategy to drive demand and uptake of research and recommendations across HMG. This should also promote



coherence in HMG's understanding of the political and economic processes shaping Ethiopia's development.

The Supplier in their bid provided further information about some additional activities that will support achievement of the programme outcome and objectives. This are:

/REDACTED/

/REDACTED/

/REDACTED/

Required activities under each objective are listed below¹.

1. Deepen HMG's understanding of the pre- and post-electoral context, including through:

- i) Regular analysis of pre-election political dynamics (at the federal level and in up to three regional states), including identification and analysis of key themes; assessment of likely scenarios and trajectories; assessment of risks and opportunities;
- ii) Support to X-HMG strategy and programming through verbal briefings and ad hoc advice and quality assurance of X-HMG elections work;
- iii) Biographies of key political figures ahead of key elections, updated where applicable afterwards;
- iv) Post-election analysis, including implications at the federal and regional level for FCDO programming and X-HMG objectives;
- v) If applicable, post-election assessment of the relationships of political elites in federal and regional parliaments/councils (within a federal and within a region) and how these affect efficiency and effectiveness of governments;
- vi) Any additional activities required for successful delivery against this objective, reflecting any changes in context and need.

2. Build HMG's understanding of the political economy context for service delivery reform, including through:

- i) Assessment of the impact of Covid-19 on the effectiveness of the public sector and its ability to deliver essential services, and identification of barriers and entry points to support reforms and systems strengthening supported by political economy analysis;
- ii) Dynamic sectoral political economy analysis of two key service delivery sectors, (e.g. health or education), either at the federal or regional level, depending on need;
- iii) Review and provision of expert advice to selected FCDO programmes to support more politically smart and agile programming;
- iv) Any additional activities required for successful delivery against this objective, reflecting any changes in context and need.

3. Build understanding of political economy incentives and constraints to reform on at least one critical programme area in the wider FCDO portfolio (e.g. economic development or humanitarian reform):

- i) Political economy analysis of at least one programme area in wider FCDO portfolio;

¹ Regional States of focus to be agreed between FCDO and the Supplier in the inception phase.



- ii) Review and provision of expert advice to at least one FCDO programmes to support more politically smart and agile programming PEA;
- iii) Any additional activities required for successful delivery against this objective, reflecting any changes in context and need.

4. Generate demand for and deepen HMG staff understanding, uptake and utilisation of the political economy research. This should include, but is not limited to:

- i) Two virtual workshops to be conducted at the end of the inception phase to present and discuss the key findings of activities linked to Objectives 1 i) and 2 i);
- ii) Convene strategic dialogue between a panel of experts and HMG staff through at least two workshops/events (virtual and face-to-face, when possible) on outputs linked to Objectives 1-3;
- iii) 2-day learning seminar(s) for up to 25 staff (national and international) covering important historical, political and sectoral issues relevant to programming and policy influencing in Ethiopia;
- iv) Participation, and facilitation where appropriate, in FCDO-funded research uptake events covering specific thematic or regional issues;
- v) Expert advice and quality assurance to support selected FCDO outputs, processes and activities through informal draw-down service;
- vi) Any additional activities the Supplier proposes to support improved understanding, uptake and utilisation of political economy research.

For the initial 3 months from the contract commencement date, the activities are expected to be undertaken remotely (due to the Covid-19 related restrictions). They will include: identifying and interviewing (remotely) key stakeholders; reviewing relevant literature including official and unofficial documents, regularly monitoring political developments; and triangulating and interpreting data/information.

At the 3-month formal review point, FCDO may choose to move from remote to field-work activities i.e. visiting regional states for data collection. This will involve face-to-face interviewing key individual informants and holding focus group discussions, adhering to relevant Covid-19 mitigation measures.

The FCDO team will provide the necessary support such as briefing on specific assignments and facilitating data collection. This could include qualitative data collection, for example, by using access and relationships FCDO members of staff have to key stakeholders. It may also include quantitative data, if data collected from FCDO programming, e.g. results, is of use. However, the Supplier must be self-supporting and responsible for its own activities. It should not rely on FCDO transport, offices, logistical or administrative support.

10. Inception and implementation phase requirements

The proposal sets out a clear workplan for the inception phase and outlines initial workplan for implementation. The implementation workplan may be refined and finalised with FCDO during the Inception Phase.

Inception



The Supplier will be required to deliver the following outputs during the 3-month inception phase:

- Mobilise core programme team and downstream delivery partners
- Establish appropriate reporting mechanisms to FCDO
- Set up appropriate funding mechanism to receive and administer FCDO funds
- Develop VFM framework and indicators
- Develop risk register and risk and mitigation framework
- Develop communications and uptake strategy
- Set up results framework and logframe
- Produce workplan for implementation phase, including methodology and approach, deliverables, budgets and timeframes for all objectives
- Submit a final Inception report produced before the end of the inception phase, to include all of the above outputs

In addition, the Supplier is expected to deliver, at a minimum, the following outputs related to the DEPEA objectives. These should be underpinned by rigorous analysis and application of appropriate tools and frameworks, such as stakeholder mapping and analysis of incentives and drivers of change:

- Objective 1:
 - Output: (Virtual) workshop and linked report on pre-election political dynamics (at the federal level and in up to three regional states), including identification and analysis of key themes; assessment of likely scenarios and trajectories; assessment of risks and opportunities.
This Supplier is welcome to propose a template covering the above which can be periodically updated in advance of the election.
- Objective 2:
 - Output: (Virtual) workshop and linked report on the impact of Covid-19 on the effectiveness of the public sector and their ability to deliver essential services, and identification of barriers and entry points to support reforms and systems strengthening, supported by political economy analysis.

Implementation phase

Subject to FCDO approval, the Supplier will move to implementation. The implementation phase will be up to 8 1/2-month long. The full scope of implementation phase deliverables will be defined and agreed between the Supplier and FCDO during the inception phase and quarterly thereafter.

During the implementation phase the Supplier will be expected to produce a rolling quarterly workplan detailing proposed activities and outputs. This will be used as the basis for regular reporting meetings with FCDO to provide updates and feedback on the proposed approach and thematic workstreams, as well as potential scale up and down of activities depending on evolving need and context.

Throughout the lifetime of the contract the Supplier will also have to:



- Abide by the terms and conditions of FCDO's new Supplier code of conduct² which aims to ensure high standards of ethical and professional behaviour.
- Manage risk effectively. The Supplier will need to ensure that all funds are spent effectively and as intended. This will require the maintenance and regular review of a detailed risk register, appropriate due diligence assessments (including delivery chain mapping), and, if appropriate, the development of a procurement strategy.
- Avoid doing harm by ensuring that interventions under this contract do not sustain unequal power relations, reinforce social exclusion and predatory institutions, exacerbate conflict, contribute to human rights risks; and/or create or exacerbate resource scarcity, climate change and/or environmental damage, and/or increasing communities' vulnerabilities to shocks and trends. The Supplier must ensure any interventions under this contract do not displace/undermine local capacity or result in other unintended negative consequences.
- Consider the impact of interventions on gender equality, looking for opportunities to improve gender quality through design and scope of analysis.

11. Outputs/deliverables

In addition to the above programme management deliverables, during the inception phase the Supplier is required to deliver the following:

Timeline	Deliverables/Outputs
Phase: Inception	Report on the impact of Covid-19 on pre-election political dynamics
	Report on the impact of Covid-19 on the public sector and service delivery capacity
	2 x virtual workshop conducted with HMG on the findings of the initial reports (see Section 10)
	Finalised workplan for the implementation phase (see Section 10 for scope)

The Supplier proposed a timeline for delivery of Implementation outputs against the programme's objectives as a part of the concept note proposal. The Implementation phase should begin as soon as the Inception phase deliverables have been approved by FCDO.

The exact scope of activities will be refined again during the Inception phase and may include (but not be limited to) the following:

Timeline	Deliverables/outputs
Phase: Implementation	Objective 1
	Verbal briefing/event(s) and linked report(s) to cover pre-election context, updated from Inception Phase (see Section 8: 1 i) to iii))

² Available at:

https://assets.publishing.service.gov.uk/uploads/system/uploads/attachment_data/file/655888/Supplier-Partner-Code-Conduct-September17.pdf.



	Verbal briefing/event(s) and linked report(s) to cover post-election context (see Section 8: 1 iv) to v))
	Objective 2
	Report, expert advice/quality assurance and briefing/event(s) to cover two key service delivery areas, to be decided during Inception Phase (see Section 8: 2 i) to iii))
	Objective 3
	Report and expert advice/quality assurance (and to cover one critical programme area (see Section 8: 3 i) to ii))
	Objective 4
	2-day learning seminar(s) for up to 25 staff (national and international) covering important historical, political and sectoral issues relevant to programming and policy influencing in Ethiopia
Phase: end of programme	1 x workshop on lessons-learned and implications for FCDO programming and policy going forward

12. Constraints and dependencies

The programme business case risk level is major given the impact of the global Covid-19 pandemic, and the uncertainties ahead. The outbreak is preventing international and domestic travel. It is limiting access to stakeholders such as government officials, who are working from home and preoccupied with the response, as well as partners who are overstretched due to staff drawdown and trying to a challenging and quickly evolving situation. Workshops are unable to happen due to the inability to meet face-to-face. There are lots of unknowns regarding the scale of the crisis, the impact on the economy and social unrest. In addition, elections will take place next year and they are considered to be the first democratic election where highly polarized views compete. Therefore, the political landscape may keep changing quickly and with significant impact on delivery of the contract.

The Supplier identified some risks to the delivery of the ToR in their proposal, and how the mitigating actions they would implement to manage them. FCDO and the Supplier will discuss and agree revisions to the deliverables. The activities and deliverables outlined in this contract will therefore be kept under constant review and discussed at regular meetings.

13. Skills and competency requirements

The Supplier outlined in its bid the programme management structure they intend to employ and why they believe this to be the best way to deliver this component. The proposal demonstrated how the proposed team structure will work to deliver the expected objectives in practice.

The response detailed the proposed Team Leader(s) and the proposed Core Team by including the relevant expertise and role assigned to each individual under this contract. The Supplier was afforded flexibility in the structure and composition of the team it assembled. The team may represent a mix of international and national/regional experts. FCDO places



significant importance on the involvement of regional/national partners and in-country expertise particularly and a gender balance across the team.

The Team Leader(s) and the Core Team must have knowledge and expertise in the following areas:

- The Team Leader(s) should have strong programme management and leadership skills, and extensive expertise in leading similar programmes in similar contexts. They should also have proven ability to manage diverse teams in a remote working environment.
- In-depth knowledge of Ethiopian governance systems and politics, including political history;
- In-depth knowledge of, and networks in, the Amhara and Oromia regions, or other regions;
- Strong personal networks in Ethiopia, with a range of stakeholders, primarily in different levels of Government but also in academia, the private sector and civil society;
- Local language skills (including Amharic).
- Expertise in the conduct and design of issue-based, contextual and sector Political Economy Analysis, including political economy analysis in key service delivery sectors (health, education and water and sanitation) and in areas including public sector reform and institutional analysis;
- Knowledge and expertise in conducting policy and programme relevant pre- and post-elections analysis;
- Expertise in providing expert advice and quality assurance of FCDO (or other development partner) deliverables and proven ability to engage with a range of aid modalities and instruments and programming approaches;
- Managing inputs from a diverse, remote and multicultural team and effectively drawing on and managing expertise from across a consortium (if appropriate);
- Excellent communication skills, with proven ability to deepen understanding and uptake of PEA amongst development partners;
- Expertise in communicating research in written and other forms;
- Expertise in delivering and facilitating political economy training, analysis workshops and strategic dialogues between donors and experts.

Bidder submitted CVs for the Team Leader(s) and the proposed core team.

14. Reporting requirements

The Supplier will report to FCDO Ethiopia Senior Responsible Owner (SRO) and Lead Adviser. The Supplier will submit bi-annual progress reports to FCDO Ethiopia alongside light-touch quarterly updates if and where appropriate. The content and format of the report will be agreed during the first month of contract commencement. In addition, the Supplier will provide financial reports bi-annually with progress reports.



Contract and Performance Management

15. Payment structure

The inception phase payments will be output-based and linked to the successful delivery and acceptance of all the listed inception phase deliverables as per clause 10. The expenses shall be reimbursed on a monthly basis and shall be based on actuals.

During the implementation phase, payments shall be made against the outputs. The deliverables/outputs will only become eligible for inclusion in a quarterly invoice once accepted and approved by FCDO. FCDO shall be allowed up to 3 weeks for review, acceptance and approval of each output. The expenses shall be reimbursed on a quarterly basis and shall be based on actuals.

16. Performance management

At the end of inception phase (month 3 from contract commencement), FCDO will review the Supplier's performance in delivering the inception phase deliverables/outputs, including the finalised workplan for the implementation phase. Continuation of the contract beyond the inception phase will be subject to acceptance by FCDO of the inception phase deliverables, satisfactory performance of the Supplier, and agreement to the Supplier's proposed forecasts and workplan for the implementation phase milestones/outputs. The implementation phase is expected to begin immediately thereafter with budgets and workplans agreed on a quarterly basis.

The implementation phase is expected to begin immediately thereafter with budgets and workplans reviewed and agreed on a quarterly basis. The Supplier will accept the FCDO contract management Key Performance Indicators as the Supplier's performance management and baseline measurement tool. The nominated Supplier will be expected to develop a management information system and report against the set of KPIs outlined below on a bi-annual basis. Performance will be monitored through regular check-ins, bi-annual review meetings and annual reviews.

Key Performance Indicators. The Supplier will be required to report against the following performance categories:

- a) **Methodology** for each deliverable. This KPI will assess the methodology for implementation phase deliverables that is based on the robust approach including data collection, analysis and presentation. Same methodology could be used for similar deliverables but needs to be agreed with the SRO.
- b) **Quality of analysis and report.** This KPI will assess the quality of analysis and reporting to demonstrate in-depth conceptual and contextual understanding supported by empirical evidences.
- c) **Timeliness of delivery.** Payment for deliverables will be made on the basis of satisfactory delivery of outputs (including reports), as set out above. This KPI will



assess the degree to which those outputs delivered are timely, accurate, concise and reflective of business needs during the pre and post-election periods in Ethiopia.

- d) **Capability.** The Supplier is required to ensure availability of the proposed experts for the duration of this contract and identify the right pool of qualified experts for each deliverable.

OTHER REQUIREMENTS

17. Do no harm

FCDO requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with FCDO Suppliers and programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.

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

FCDO does not envisage at this stage the necessity to conduct any environmental impact assessment for the implementation activities. However, it is important to adhere to principles of “Do No Harm” to the environment.

18. Duty of care

The Supplier is responsible for the safety and well-being of their personnel and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property. The respective FCDO Programme Offices will share available information with the Supplier on security status and developments in-country where appropriate.

The Supplier is responsible for ensuring appropriate safety and security briefings for all of their personnel working under this contract and ensuring that their personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website and the evaluation Supplier must ensure they (and their Personnel) are up to date with the latest position.

The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their personnel, considering the environment they will be working in and the level of risk involved in delivery of the Contract (such as working in dangerous, fragile and hostile environments).



The Supplier developed their proposals on the basis of being fully responsible for Duty of Care for the duration of the Contract, in line with the details provided above. The Supplier confirmed in the Tender that:

- They fully accept responsibility for Security and Duty of Care.
- They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
- They have capability to manage their Duty of Care responsibilities throughout the life of the contract.

19. Transparency

Transparency, value for money, and results are top priorities for the UK Government. FCDO has a duty to show UK taxpayers where their money is being spent, its impact, and the results achieved. FCDO has guidance on the use of its logos, which will be shared with the Supplier(s) as necessary.

FCDO has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same. FCDO requires Suppliers receiving and managing funds, to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners. It is a contractual requirement for all Suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this FCDO – further IATI information is available from: <http://www.aidtransparency.net/>.

If any press releases on work which arises wholly or mainly from the project are planned, this should be in collaboration with FCDO's Communications Department. Country-facing and UK-facing branding guidelines will be provided by the respective FCDO Programme Teams.

20. UK Aid branding

Partners that receive funding from FCDO must use the UK aid logo on their development and humanitarian programmes to be transparent and acknowledge that they are funded by UK taxpayers. Partners should also acknowledge funding from the UK government in broader communications, but no publicity is to be given to this Contract without the prior written consent of FCDO.

21. Delivery chain mapping

Delivery Chain Mapping is part of FCDO's Due Diligence Framework and FCDO's programme cycle management. However, the Supplier will identify and directly manage implementing partners.

Delivery chain mapping is a process that identifies and captures, usually in visual form, the names of all partners involved in delivering a specific good, service or charge, ideally down to the end beneficiary. Addressing this is the actions/activities required to manage regular and exceptional risk throughout the network to reduce exposure and vulnerability.



The Supplier shall provide and maintain an up to date and accurate record (map of supply chain) of named downstream delivery partners in receipt of FCDO funds and/or FCDO funded inventory or assets. This record must demonstrate how funds/assets flow from the initial source to end beneficiaries. This record needs to be updated regularly by the Supplier and when there are material changes to the delivery chain. Delivery Chain Mapping should be included as a standing agenda item in the regularly scheduled (no less than quarterly) progress meetings, for discussion and review.

22. General Data Protection Regulations (GDPR)

Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project in Annex A (of this terms of reference) and the standard clause 33 in section 2 of the Framework Agreement.

23. Modern slavery

The HMG Modern Slavery Statement sets out how UK Government departments must take action to ensure modern slavery risks are identified and managed in government supply chains. The FCDO Supply Partner Code of Conduct sets out the expectation for all supply partners to have full awareness of the International Labour Organisation (ILO) principles. The successful Supplier will be subject to compliance checks which will involve reviewing good practice examples that reflect these principles. Our Code sets out requirements for UN Global Compact sign up and further encourages Ethical Trading Initiative (ETI) membership for our Supply Partners and their delivery chain partners (at compliance level 1). The successful Supplier will also be encouraged to participate in the HMG modern slavery self-assessment process which in turn will support assurance of their compliance standard.



Appendix A: Contract Section 3 (Terms of Reference)

Schedule of Processing, Personal Data and Data Subjects

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

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

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract</p> <p>1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of the personal data necessary for the administration and/or fulfilment of this contract, this should include but not be limited to:</p> <ul style="list-style-type: none"> • Personal data of staff (e.g. CVs, contact details, personal information) • Content of interviews (especially information relating to political opinion) • Personal information belonging to downstream partners and interviewees
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data [and Special Categories of Personal Data]	
Plan for return and destruction of the data once processing complete.	<p>(UNLESS requirement under EU or European member state law to preserve that type of data)</p>