

## Section 4 Appendix A

### CALLDOWN CONTRACT

**Framework Agreement with:** DAI Europe

**Framework Agreement for:** General Economic Development Framework (GEDF)

**Framework Agreement Purchase Order Number:** 8126

**Call-down Contract For:** Expanding Social Protection Phase II Uganda

**Contract Purchase Order Number:** 8601

I refer to the following:

1. The above-mentioned Framework Agreement dated; **11 February 2019**
2. Your proposal of **20 August 2019** and subsequent commercial clarifications dated; **6 September 2019, 13 September 2019, 26 September 2019 and 30 October 2019.**

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

#### **1. Commencement and Duration of the Services**

- 1.1 The Supplier shall start the Services no later than **4 November 2019** ("the Start Date") and the Services shall be completed by **30 June 2022** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

#### **2. Recipient**

- 2.1 DFID requires the Supplier to provide the Services to the Government of Uganda / Ministry of Gender Labour and Social Development (MGLSD), other Government of Uganda Ministries, Departments and Agencies engaged in social protection and civil society organisations. Other Government stakeholders include the Ministry of Finance, Planning and Economic Development (MoFPED); the Office of the Prime Minister; the Ministry of Local Government; Parliament; and the National Planning Authority (NPA). The secondary recipients are the Ugandan public and elderly people in particular. ("the Recipients").

#### **3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not, exceed **£26,891,123** ("the Financial Limit") and is inclusive of any local government tax.
- 3.2 The Financial Limit comprises of;



- £4,867,735 – REDACTED
- £22,023,388 – Fund

#### **4. Officials**

##### **DFID**

4.1 The Contract Officer is:

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 DFID's prior written consent:

REDACTED

#### **6. Reports**

6.1 The Supplier shall submit project reports in accordance with the Terms of Reference 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 DFID in respect of:
  - II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;

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

## **8. 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)

## **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 DFID's request.
  - DFID will not pay for a day of rest following travel, either Overseas or in the UK.
  - DFID will only pay for security services which have been mutually agreed in advance and at cost.
  - DFID 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 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, DFID will only pay for expenses e.g. travel, subsistence and accommodation at actual cost within the pre-agreed policy.

## **11. Scale up / Scale Down Options**



- 11.1 The Supplier shall commit to being fully prepared in the event any decision is made to scale up (increase) or scale down (decrease) the scope of the Programme (i.e. in relation to the programme's inputs, outputs, deliverables, outcomes and fund management – and associated reimbursement) during the course of the contract.

## **12. Extension Options**

- 12.2 In agreement with the Supplier, DFID reserves the right to extend the contract at no additional cost for up to a further twelve months beyond the end of the Call Down Contract. Any options to extend will be reviewed subject to satisfactory performance of the supplier, the continuing need of the services and agreement on work-plans and budgets for the proposed extension period.

## **13. Breakpoint**

- 13.1. The contract will be subject to a break points after the 4 months. Progression at the break point will be subject to acceptance of deliverables and satisfactory performance of the Supplier.
- 13.2 Progression to the Implementation Phase will be dependent on the effective delivery of Inception Phase outputs, satisfactory performance of the Supplier, and DFID's agreement on work plans.
- 13.3 During the breakpoint review, after the 4 months inception phase and prior to approval by DFID for the progression into the implementation phase, a transition period will be pre-agreed between DFID and DAI to ensure programme continuity between phases. The cost of the transition period will come from the implementation phase and will be agreed and approved by DFID.

## **14. Performance Review**

- 14.1 DFID will directly contract performance reviews of the programme, including annual reviews and an end of project evaluation. Findings from these exercises will inform contract performance reviews.

## **15. Service Level Agreement**

- 15.1 The Supplier will sign a contract amendment and an existing Service Level Agreement (SLA) with the Government of Uganda (GoU) and the GoU-procured Payment Service provider(s).

## **16. Key Performance Indicators (KPIs)**

- 16.1 Key Performance Indicators will be agreed in partnership with DFID during the inception phase.



**17. Payment Plan**

REDACTED

**18. Sub-Contractors**

18.1 The following sub-contractors have been approved by DFID for the purpose of this contract;

Oxford Policy Management (OPM)  
Opsfintell Ltd

**19. Additional Documents to be included in the Contract**

REDACTED

**20. Call-down Contract Signature**

20.1 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 DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.

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

Name:

Position:

Signature:

Date:

For and on behalf of

**DAI**

Name:

Position:

Signature:

Date:

## Terms of Reference for ESP II Fund Manager Part 2

### TERMS OF REFERENCE FUND MANAGER FOR EXPANDING SOCIAL PROTECTION PHASE II PROGRAMME IN UGANDA— EXTENSION PHASE 2019-22

#### ACRONYMS & ABBREVIATIONS

CAB	Crown Agents Bank
CSO	Civil Society Organisation
DFID	Department for International Development
DPs	Development Partners
ESP	Expanding Social Protection
FCO	Foreign and Common Wealth Office
FSDU	Financial Sector Deepening Uganda
GoU	Government of Uganda
GPA	Group Personal Accident
IA	Irish Aid
ICF	International Climate Fund
KPIs	Key Performance Indicators
M&E	Monitoring and Evaluation
MIS	Management Information System
MGLSD	Ministry of Gender Labour and Social Development
MoFPED	Ministry of Finance Planning and Economic Development
MoU	Memorandum of Understanding
NPA	National Planning Authority
ODI	Overseas Development Institute
NSPP	National Social Protection Policy
NSSF	National Social Security Fund
OPML	Oxford Policy Management Ltd.
PMU	Programme Management Unit
PQQ	Pre-Qualification Questionnaire
PSP	Payment Service Provider
RTSU	Regional Technical Support Unit
SAGE	Social Assistance Grants for Empowerment
SCG	Senior Citizens Grant
SLA	Service Level Agreement
SRO	Senior Responsible Owner
TA	Technical Assistance
ToR	Terms of Reference
UNICEF	United Nations Children' Fund
VFM	Value for Money
VFSG	Vulnerable Families Support Grant
WFP	World Food Program

## Terms of Reference for ESP II Fund Manager Part 2

### Introduction

1. The Department for International Development (DFID) leads the UK's work to end extreme poverty in the world's poorest countries. DFID's mission is to end poverty. This is in the UK national interest and is also in the interests of the countries we support. It is the right thing to do and reflects British values. The framework for our approach is the Sustainable Development Goals.
2. Ireland's policy for International Development 'A Better World' is committed to contributing to the Sustainable Development Goals through reaching those furthest behind by prioritising gender equality, reducing humanitarian need, climate action and strengthening governance through interventions that focus on protection food and people. Through a delegated arrangement with DFID, Ireland participates in various oversight structures of the ESP II.
3. The Expanding Social Protection Programme phase II (ESP II) is the second phase of a collaborative partnership between the Ugandan, British and Irish Governments to promote the expansion of social protection. It is the successor to ESP I (2009-2015) which piloted a senior-citizens grant (as well as, a vulnerable families grant) in 15 districts to demonstrate impact and to develop and establish a delivery system for a national cash transfer programme.
4. ESP II is a five-year investment, which officially commenced on the 8th of April 2015, although spending on the programme effectively started in September 2016. Its original completion was set as 30th of June 2020 (see annex 1 & 2), but this has been extended to June 2022, following a review of the programme impact and potential (see Background and annex 3 for revised budget and results). The overall financial commitment to ESP II is composed of contributions of UGX149 billion from the GOU; £49 million from UKAID; and €15 million from Irish Aid. Irish Aid current funding is up to the end of 2020 and while we would anticipate support beyond 2020, up to 2022 at least, this can only be confirmed after the approval of the new Country Strategic Plan in 2020.
5. Although ESP II is designed to build awareness and support for social protection and to strengthen social protection policy, the majority of its financial resources are used to fund the Senior Citizens Grant (SCG) and the associated costs of this. The balance of this will switch to technical support and wider social protection services (such as disability) as the Government of Uganda (GoU) funds for the SCG increase. The programme also is developing a significant workstream to support disability focused social protection (see background and annex 15)

### Government Support for Social Protection

6. UK support for the ESP II programme was conditional on an agreement with GoU<sup>1</sup> to increase its financial contribution and policy commitment year on year. In the first three years of the programme the levels of both annual budget and quarterly release by the GoU were inconsistent and often below the levels specified in the agreement. This resulted in a prolonged inception period that was finally scheduled to conclude (see para 5) in August 2018. This followed the release of a supplementary budget in June 2018 (taking GoU contributions up to the agreed levels) and then with full releases for the first three quarters of the GoU financial year July 18 to June 19. In November 2018 the Parliament of Uganda made a decision to pursue the national expansion of the senior citizens grant to initially cover all people over the age of 80 together with a commitment to move this down to 70 over the next five years. This will initially cover 348,000 beneficiaries by June 2020. This decision was supported by the Ministry of Finance. DFID currently have a commitment from the Ministry of Finance, Planning and Economic Development (MoFPED) for a 2019/20 budget of UGX60bn. This will take the

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<sup>1</sup> The Memorandum of Understanding agreed between GoU, DFID and Irish Aid around our contributions to the programme.

## Terms of Reference for ESP II Fund Manager Part 2

Government of Uganda ahead of the financing schedule agreed at the beginning of the programme (UGX50bn for 2019/20) and is the basis for the programme extension to June 2022.

7. In 2018, the UK, together with the Government of Kenya, and the International Disability Alliance (IDA), hosted the first ever Global Disability Summit in London. The event helped to raise global attention and mobilise new global and national commitments to meet and implement the ambition set out in the Global Goals and UN Convention on the Rights of Persons with Disabilities (UN CRPD). The GoU made comprehensive commitments at the Summit to enhance disability inclusion across crucial sectors including education, information and technology, statistics and social development. On social protection, GoU particularly, committed to engage with Parliament and Cabinet on the expansion of the social assistance empowerment programme to integrate a regular transfer for persons with severe disabilities across age groups. DFID under ESP II and through WFP is initially supporting GoU to conduct an analysis of the situation of persons with disabilities in Uganda and a review of relevant social protection and disability policies

### **Need for a new fund manager**

8. From January, DFID has worked with Irish Aid and the GoU to establish a bridging arrangement for the programme delivered by Oxford Policy Management Ltd (OPML) that has allowed operations and beneficiary payments to continue. The bridging contract is due end on 30<sup>th</sup> November 2019.

### **Programme Leadership and Management**

9. The programme is led by the Ministry of Gender Labour and Social Development (MGLSD). ESP currently has a Programme Management Unit (PMU) under the MGLSD that leads on policy and co-ordination of cash transfers and fulfilling programme management and funds management functions. The PMU reports on its performance to MGLSD; and manages cash transfer operations, with continued technical support from the Fund Manager. Unless otherwise agreed by donors and in line with stronger fiduciary measures by the Government, the Fund Manager will continue to manage all DFID and Irish Aid funds throughout the life of ESP II, with full handover of management responsibility to the PMU by the end of the programme. The Fund Manager would also provide technical support to the PMU in MGLSD. The Fund Manager will during the course of the programme ensure that programme delivery systems are robust and gradually transferred to the MGLSD.

### **Recipients**

10. The primary recipients are the Government of Uganda / Ministry of Gender Labour and Social Development (MGLSD), other Government of Uganda Ministries, Departments and Agencies engaged in social protection and civil society organisations. Other Government stakeholders include the Ministry of Finance, Planning and Economic Development (MoFPED); the Office of the Prime Minister; the Ministry of Local Government; Parliament; and the National Planning Authority (NPA). The secondary recipients are the Ugandan public and elderly people in particular.
11. It is expected that there will be approximately 327,000 direct beneficiaries of Social Assistance Grants for Empowerment SAGE by 2021/22. SAGE will also reach over 1.1 million more beneficiaries indirectly through the multiplier effects of cash transfers in the community and beneficiary households. The Fund Manager will initially be responsible for direct cash transfers to about 35% of this target in the first year of the contract, 25% in the second year, and in the final year the GOU will take over all payments to all beneficiaries.

### **Purpose and Objectives**



## Terms of Reference for ESP II Fund Manager Part 2

12. The intended impact of the programme is 'poverty reduced and life-chances improved for poor men, women and children in Uganda'.
13. The outcome is 'sustainable national social protection systems institutionalised and financed and reaching recipients at national level'.
14. The programme originally had four outputs but this has been extended to five outputs to reflect a new and stronger focus on disability:
  - I. Ministry of Gender Labour and Social Development (MGLSD) capacity strengthened to lead on social protection.
  - II. Sustainable and accountable system for cash transfer delivery established at national level.
  - III. SCG delivering reliable and regular payments to recipients on a national scale.
  - IV. Increased public understanding of and demand for an accountable social protection system.
  - V. Social protection for people with disabilities strengthened.

### Programme Budget

15. The maximum budget for this programme is £27 million, this comprises;
  - Minimum £22 million of programme funds which will be managed by the Fund manager under instruction from MGLSD and the Social Protection Steering Committee. This budget will include the beneficiary payments, the payment of the PMU and procurement of goods and equipment listed in annex 13.
  - £3 - £5 million (inclusive of applicable tax) for the management fees and direct costs of the Fund Manager.
  - Savings established on the management fee and direct costs of the Fund Manager through the tendering process will be directly attributed to the programme fund.
16. Bidders are invited to structure their proposal to deliver the highest quality outputs within the budget envelope, thereby ensuring optimal value for money.
17. Payments under this contract will be linked to performance and delivery of the deliverables and outputs. DFID would like to establish a performance-based payment plan for this programme, where payment is released on acceptance of programme deliverables/outputs and/or the achievement of Key Performance Indicators (i.e. Payment by Results (PBR)). The Supplier should propose an output-based payment plan that provides an incentive for strong performance and reflects appropriate risk-sharing of non-delivery of outputs. Suppliers will be required to propose SMART Key Performance Indicators to monitor supplier performance as part of the bidding process. These should be in the areas of: quality and delivery; management, strategy, financial, and personnel and will be included in the contract. The suppliers proposed PBR model will be refined during the inception.

### Key Deliverables and Performance Requirements

18. The Fund Manager will be expected to deliver a range of outputs to support the delivery of ESP II. The deliverables are set out below and divided into two sections: technical support to deliver the

## Terms of Reference for ESP II Fund Manager Part 2

programme's outputs, and overall programme and financial management. Outputs and KPI's will be finalised during the inception phase and reviewed on a quarterly basis. However, bidders should propose, as part of their bids, a payment plan suited to the delivery of the programme which may include milestone payments linked to the log frame and a proposed suite of KPI's based on the effectiveness and efficiency of the Fund Manager in delivering key outputs (factors may include speed, timeliness, fiduciary risk management, etc.).

### **Output 1: MGLSD capacity strengthened to lead on social protection**

19. To avoid the risk of creating parallel delivery systems to Government, a core function of the Fund Manager will be to build and transfer Government capacity to maintain a robust cash transfer delivery system, through the PMU. Specific outputs include:

- i. Technical and financial assistance to hand over the Programme Management Unit to MGLSD.* The ESP Programme Management Unit is working on a comprehensive strategy that will guide the transition of the PMU into fully GoU lead and run body. The ESP II Mid-Term Review (annex 6) contains guidance for this exercise and includes:
  - a. A timeframe for the gradual transfer of funding responsibility for the Programme Management Unit (PMU);
  - b. Supporting the response to the capacity gap analysis to identify priority needs for skill development and other forms of capacity development support. (see Output 2 vii);
  - c. Review of PMU staff terms and conditions of employment (see annex 5, 7 & 8 for current structure, policies and procedures).

This will also include ongoing discussions about the potential for the PMU to evolve into a Social Protection Agency that supports a range of social protection programmes. The Fund Manager will support this discussion and use the inception phase to define the programme of support that is required.

- ii. Support the implementation of the National Social Protection Policy:* The Fund Manager will support the operationalization of aspects of the Programme Plan of Intervention (the operational instrument for the social protection policy) under the leadership of the MGLSD and support dialogue with other stakeholders to implement other areas of the Programme Plan of Implementation (see annex4). This will include:
  - a. the NSPP Roadmap;
  - b. mid-term review of the policy and review of the Policy Plan of Implementation (PPI) in 2019/20;
  - c. support to establish Social protection in the National Development Plan III;
  - d. policy and management support to Director Social Protection (see Mid Term review);
  - e. technical Assistance to the Ministry of Finance Planning and Economic Development and the National Planning Authority;
  - f. support to regional and district level capacity in order to embed the programme within district level structures;
  - g. support the MGLSD in promoting a coherent approach to Social Protection (SP) Policy implementation by government agencies and working with the Social Protection Donor Group;
  - h. support for the MGLSD to access alternative sources of funding to further the delivery of the Social Protection Policy.

## Terms of Reference for ESP II Fund Manager Part 2

- iii. *Related to the above, the Fund Manager will provide broader policy support to the MGLSD to implement a complementary linkage plan* with other mainstream government social protection programmes. The Fund Manager will also ensure that the programme integrates cross-cutting issues including but not limited to gender, resilience to climate change, nutrition and disability and demonstrate how this is being done through its implementation and reporting.

### **Output 2: Support provided to GoU to establish a sustainable and accountable system for cash transfer delivery at national scale**

- i. *A cash transfer delivery mechanism.* The MGLSD is currently in the process of reviewing the performance of the payment service provider to deliver electronic cash payments to the direct beneficiaries. This exercise is part of a wider exercise to procure a provider(s) who can deliver the SCG at national scale. The Fund Manager will work with MGLSD and the payment service provider to ensure that the system delivers regular and predictable cash transfers in a way that safeguards the rights of beneficiaries and protects funders from exclusion, fraud, theft, corruption and loss of funds. The payment service provider will be contracted by GoU.

The Fund Manager will sign a contract amendment and an existing Service Level Agreement (SLA) with the GoU and the GoU-procured Payment Service provider(s), which describes the level of service expected of the GoU payment service provider. The SLA lays out the metrics by which services provided by the payment service provider will be measured. The SLA lays out penalties should the agreed levels of service to deliver the cash grants not be delivered to a satisfactory standard (see annex 9 for current agreements).

- ii. *Integrated national Management Information System established for all cash transfer programmes.* The Fund Manager will engage with the WFP led support to develop a national single registry for social protection (annex 18. Single Registry Overview). This will include support to MGLSD engagement in this process and ensuring that it is set within the wider strategy for social protection.
- iii. *Strengthened Government accountability for cash transfers.* The Fund Manager will work with MGLSD to strengthen and maintain robust financial management systems and accountability mechanisms to minimise the risk of financial loss as a result of cash transfers, especially given the expansion of SAGE. This may include collaboration with DFID funded programmes delivered by ODI on decentralised transfers (<https://bsi.odi.org/en/p/uganda/>) and Financial Sector Deepening Uganda (FSDU) on financial inclusion (<http://fsduganda.or.ug/>).
- iv. *Grievance Management.* The Fund Manager will support the PMU and Civil Society to help develop and operate the independent, transparent and accountable grievance management system to handle public complaints about cash transfers as well as a whistleblowing facility. This system will need to be updated to deal with the demands of a national roll-out (annex 5).
- v. *Gender and equity issues adequately addressed in ESP II:* The Fund Manager will support integration of gender and disability concerns in all aspects of ESP II implementation in order to eliminate practices that may undermine the achievement of programme goals and promote women's and persons with disabilities socio-economic empowerment. The programme will engage with Gender and Equity Budgeting Certificate process implemented by the Equal Opportunities and MFPED to improve the resourcing of gender and disability undertaking in the

## Terms of Reference for ESP II Fund Manager Part 2

Programme. The Learning and experience of the SAGE Female Genital Mutilation Project in Karamoja will also be used to improve ESP II attention to Women and girls empowerment.

- vi. *Resilience to climate change enhanced and tracked by the programme: The Fund Manager will ensure and track the effectiveness of cash transfers for building resilience to drought particularly in Karamoja (in accordance with the International Climate Fund (ICF) guidelines), and will work with the MGLSD to ensure that climate vulnerability and approaches that enhance climate resilience are built into all national social protection policy and programming (annex 16 Irish Aid Report on Climate Shocks and the Social Assistance Grants for Empowerment Programme in Uganda.).*
- vii. *Adequately-staffed national Programme Management Unit and up to 10 Regional Technical Support Units (RTSU) for programme delivery.* The Fund Manager will be responsible for the payment of operational costs (as detailed in annex 13) and salaries of the staff contracted by GoU to the PMU and Regional Technical Support Units as per the organogram attached at Annex 7. The Fund Manager will be responsible for the refurbishment of the established RTSU's

The ESP Steering Committee approved an organisational structure for the PMU and seven Regional Technical Support Units under the original plan for SCG overage. In the context of the anticipated national roll out of the programme, there is a proposal of four additional RTSUs (Mbale, Mbarara, Kampala and Kyenjonjo) support national expansion. Salary estimates below include the provision of salaries for three additional RTSUs. A review of job descriptions, person specifications and salary structure is currently being undertaken by the ministry. The Fund Manager will adapt the approved structure recommended by the review and ensure that it is continuously updated and is fit for purpose.

Bids will be expected to include the salaries paid to GoU contracted staff for the PMU as elaborated in the institutional structure and salary structure at Annex 8. The bids may include a management fee for handling the salaries of PMU GoU contracted staff.

The Fund Manager will need to provide for a minimum number of specific positions described in section 8 below and occupy a separate office to the main body of the PMU. The Fund Manager office will remain in the MoGLSD building during the inception phase. The supplier will be tasked with finding a new office for the Fund Manager team outside of the MoGLSD office during the inception phase.

**Table 1: Salary and Insurance Estimates for PMU staff in Uganda Shillings**

**REDACTED**

\*Includes Group Personal Accident & Medical

\* these may be altered as a result of the review of PMU staff and salary/.

These costs in the table above include:

- Gross salary
- Employer's NSSF at 10%
- GPA and medical insurance estimated at current cost plus 10% increase
- Provision for 8% annual salary increase
- Exchange rates between GBP and Uganda Shilling are based on the Oanda rate on 28/10/19 and are subject to fluctuation and change over time.

**Output 3: Senior Citizens' Grant and other vulnerable groups' grants delivering regular and reliable payments to beneficiaries on a national scale**

## Terms of Reference for ESP II Fund Manager Part 2

- i. *Pre-finance regular and predictable cash transfers* to existing cash grant beneficiaries. The Fund Manager through the GoU/Fund Manager-contracted Payment Service Provider will deliver cash grants for up to 100,000 beneficiaries in the first year, 85,000 beneficiaries in the second year, and none in the third year (as indicated in table 2) as GoU takes on more responsibility for financing the grant. The Fund Manager is expected to pre-finance the costs of these transfers

**Table 2: Number of direct beneficiaries to be supported with donor funds per year**

Number of quarterly disbursements	3	4
Number of months support	9	12
Number of beneficiaries per disbursement	73,000	118,000

These figures are a best estimate and subject to fluctuation during the life of the project.

- ii. *Efficient targeting and enrolment systems adopted and maintained throughout the life cycle of the programme.* The Fund Manager will support the PMU to develop an efficient and robust system of enrolling beneficiaries to the Senior Citizens Grant and maintaining an up to date register of enrolled beneficiaries. This will include introducing a new process of on-demand registration and decentralisation of the SAGE management information system.

### **Output 4: Increased public understanding of and demand for an accountable social protection system as articulated in the social protection policy**

- i. *The Fund Manager will support the PMU in MGLSD and civil society to strengthen and implement a communications plan* to improve the visibility, and crucially, the level of understanding of the impact of the programme, supporting national roll out of the SCG by the Government.
- ii. *Support updating and implementation of an Advocacy and Communications strategy:* The Fund Manager will support the improvement and implementation of the existing communications and advocacy strategy to enhance the understanding of, demand for and access to diverse social protection and complementary services. The Fund Manager will work with the Uganda Social Protection Platform (CSOs) and the Parliamentary Forum for Social Protection to continue advocating for social protection in Uganda and diversify their funding base.

### **Output 5: Social protection for people with disabilities strengthened.**

- i. The Fund Manager will work with MGLSD and the social protection steering committee to agree a stream of work that builds on a current review that will provide a comprehensive overview of the situation of persons with disabilities in Uganda (see annex 15 for overview of current workstream). This review is scheduled to be completed in August 2019. The new stream of work will include activities to enhance the broader enabling environment as well as practical actions to strengthen the disability inclusivity of specific social protection schemes. An overall budget for this is included in the budget table.

### **Other deliverables**

- i. *Risk Management:* The Fund Manager will abide by DFID's zero tolerance for corruption and social harm and will be responsible for ongoing implementation and where necessary, improvement of the risk management policy. The primary risks identified by ESP are listed in the most recent risk register attached in Annex 10.

## Terms of Reference for ESP II Fund Manager Part 2

Bidders should review the current ESP risk management approach and suggest potential improvements, including how to address other potential risks such as social safeguard risks they envisage for the programme. The Fund Manager will be required to maintain an up to date risk register of the programme as part of an appropriate risk management approach. The Fund Manager will maintain the position of Risk and Compliance Manager to oversee and implement the risk management framework.

- ii. *Management of third-party (donor) funds:* The Fund Manager will manage contributions for cash transfers made by DFID and Irish Aid to the programme.
- iii. *Asset Management:* The Fund Manager will support MGLSD to procure items to support the national expansion of the programme. An indicative list is included in Annex 13.
- iv. *Value for money (VFM):* The Fund Manager will ensure compliance with DFID Value for Money guidance for cash transfers<sup>2</sup> on efficiency, effectiveness and economy. The Fund Manager will follow DFID procurement standards to drive competition through any procurement that it undertakes and establishing a culture of monitoring costs and outputs that enables decisions to ensure good VFM. Specifically, the Fund Manager will ensure and monitor VFM through:
  - a) Costs disaggregated by year, input type, output, major activity and stakeholder;
  - b) Economy through procurement, financial and administrative policies and procedures;
  - c) Cost-efficiency through tracking the total cost transfer ratio, unit cost per direct recipient and per wider beneficiary per year, SAGE cost structure, direct cash delivery costs as a percentage of transfers;
  - d) Cost-effectiveness by tracking the net present value and benefit-cost ratio of the programme, cost per unit increase in coverage and reduction in poverty incidence and poverty gap;
  - e) Other innovative VFM measures.

The Fund Manager will also be required to implement and update the ESP VFM strategy (annex 12).

- v. *M&E:* The Fund Manager will also support the PMU to implement and improve the M&E framework for the programme (annex 11), meeting the relevant DFID and Government standards and reporting requirements. The Fund Manager will develop a monitoring plan establishing quantified milestones against which progress can be tracked and measured. The plan should also establish arrangements for monitoring value for money. The evidence of the programme particularly around the quality and linkages of the programme to other NDP objectives will be critical.
- vi. *Audits:* The Fund Manager will be responsible to support the PMU to maintain internal audit systems and facilitate annual external audits of the programme. Whenever necessary, DFID may request to carry out independent audits of the programme.
- vii. *Continuity:* The Fund Manager must demonstrate a robust risk management and retention strategy regarding availability of key personnel for the duration of the project including, but not limited to, staff retention plans and assurances from key long-term personnel to serve in this programme.

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<sup>2</sup> Available from [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/204382/Guidance-value-for-money-social-transfers-25Mar2013.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/204382/Guidance-value-for-money-social-transfers-25Mar2013.pdf)

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20. DFID will determine whether the expected results have been achieved through regular programme monitoring and independent evaluation of the programme and its impact; through national surveys and data collection (for instance the Uganda National Household Survey) and through independent

## Terms of Reference for ESP II Fund Manager Part 2

research, including follow up surveys from the impact evaluations for ESP I and II.

### Implementation Requirements

The Fund Manager will be paid in arrears and is expected to pre-finance the programme activities and submit accurate invoices to DFID for reimbursement. This will be a Payment by Results approach.

#### **Inception Phase (4- months)**

21. The Fund Manager will work with the current Interim Fund Manager over a 1-month hand-over period which will form part of the four-month inception phase. During this period, the Fund Manager will be expected to produce the deliverables below, while inheriting as much as possible existing systems from the ESP PMU as appropriate:
  - i. A core management team in-country to enable handover of ongoing responsibilities from OPML, the incumbent interim Fund Manager.
  - ii. Establishing the appropriate systems for beneficiary payments and up to two payments made during the inception phase.
  - iii. A draft inception report within three months from the start; providing assurance to DFID on the approach that will be taken to deliver the outputs from the inception phase and beyond. The report should include: key deliverables and milestones; and risks and barriers to effective implementation with proposed mitigation actions.
  - iv. Review the programme manuals and the implementation to confirm management is appropriately focused on key systems and process.
  - v. Detailed work plan, budget and monthly forecasts for the next 12 months setting out the main tasks and the cost of activities, developed in conjunction with MGLSD, including procurement plan.
  - vi. Sign the contract amendment with the Payment Service Provider and confirm the Service Level Agreement;
  - vii. Take over existing ongoing contracts for key operational costs to ensure the effective day to day running of the PMU and RTSU's.
  - viii. Process to identify, procure, contract, supervise and quality assure technical assistance that involves participation of and is agreed to by key stakeholders and meets accountability requirements for DFID contracting. This will include describing the relationships for agreeing on TA inputs – with MGLSD's role in the process – and links to PMU staff in delivery oversight.
  - ix. Consultation record and coordination plan with relevant programmes, policies and stakeholders.
  - x. Key milestones for the programme aligned to the DFID ESP II Log Frame.
  - xi. A final inception report within four months
22. The programme will proceed into implementation phase subject to a satisfactory inception phase.

#### **Implementation Phase: 2019 – June 2022**

23. The Fund Manager will be expected as a minimum to:
  - i. Support the PMU to implement strategies and systems defined in the programme management manual (see annex 5).
  - ii. Support the PMU to deliver key milestones for Year 1 (2019/20) and progressively for other years as elaborated in the DFID ESP II Log Frame.
  - iii. Consolidate programme funds and report expenditure to DFID on a quarterly basis, updating financial forecasts monthly.
  - iv. Manage technical assistance in collaboration with client stakeholders and quality assure deliverables.
  - v. Produce quarterly performance management reports, in a format to be agreed, outlining programme progress and issues including updated risk analysis.
  - vi. Submit annual financial reports, supported by annual external audits.
  - vii. Monitor programme implementation, making sure that implementing partners report on

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operational and financial progress at regular intervals to be determined in the funding agreements.

- viii. Ensure that funds are properly spent on agreed activities, quality requirements are met, and expenditure statements from those in receipt of funds are accurate.
- ix. Prepare an annual report outlining progress against agreed targets for DFID.
- x. Develop and agree the year three (19/20 - 21/22) transition strategy with MGLSD.
- xi. Document and disseminate useful results and lessons learned, acting as a conduit of information and best practice between partners and to key stakeholders.
- xii. Liaise closely with the DFID Uganda staff to ensure a coherent approach.

### Reporting

- 24. The Fund Manager will report to the DFID Senior Responsible Owner (SRO) and quality assure the PMU's report to the ESP Steering Committee chaired by MGLSD. DFID will hold formal bi-monthly meetings with the joint Government/Fund Manager programme team, and quarterly with the Fund Manager only. These will include quarterly performance management reports and update against a programme risk management matrix as well as a technical and financial progress assessment based on latest reporting. DFID will continue to sit on the programme Steering Committee chaired by MGLSD, which meets quarterly.
- 25. The Fund Manager will support the PMU to submit quarterly financial reports and progress reports against the agreed work-plan via the Permanent Secretary MGLSD to DFID and the Social Protection Steering Committee.

### Timeframe and Breakpoints

- 26. The programme is expected to start in November 2019 and end in June 2022. There may be an option to extend the contract up to 12 months. This extension option is included to provide flexibility to adapt to unexpected change.
- 27. DFID will directly contract performance reviews of the programme, including annual reviews and an end of project evaluation. Findings from these exercises will inform contract performance reviews.
- 28. The Fund Manager shall commit to being fully prepared in the event any decision is made to scale up (increase) or scale down (decrease) the scope of the Programme (i.e. in relation to the programme's inputs, outputs, deliverables, outcomes and fund management – and associated reimbursement) during the course of the contract. DFID reserves the right to discontinue this contract at any point (in line with our Terms & Conditions), if it is not achieving the results anticipated. A breakpoint will be included at the end of the four-month inception phase to review the final inception report.

### Skills and knowledge requirements

- 29. Given the requirements set out above, the proposed team should meet the following requirements:
  - ☐ An in-country management and leadership team, which may consist of: a team leader/social protection specialist; deputy team leader; risk and compliance manager; and a finance team of three people (senior finance officer; finance officer, finance assistant). (NB: depending on the level and scope of financing that will support SCG operations, size of finance team may vary). Technical advisory team, which may consist of: a senior social protection specialist; communications specialist; disability specialist; and an economist.
- 30. The Senior Team Leader will be based full time in Kampala and should be able to demonstrate how they will utilise their considerable knowledge and expertise to benefit a programme of this size and complexity. The programme needs a team leader with a proven track record that demonstrates:
  - ☐ Very strong leadership skills, with an understanding of leading programmes with similar scale and



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scope and a minimum of ten years of working on similar programmes in similar contexts to Uganda;

- ☐ Excellent technical skills in social protection – particularly cash transfers – including a good understanding of the poverty, resilience and human capital impacts of effective social protection;
- ☐ Ability to operate in a position of accountability to both DFID and the MGLSD;
- ☐ Capacity, influence and personal integrity to shape national policy on social protection and make influential and credible contributions to government decision-making processes; and
- ☐ Ability to oversee the measurement and communication of robust results and impact and hold their team and implementing partners accountable for good and timely performance, management of fiduciary risk, attention to VFM and continual improvement.

### 31. The Fund Manager must demonstrate the following areas of expertise:

- ☐ Supporting social protection policy development and programme design – with an emphasis on supporting governments – in countries similar to Uganda, and good familiarity with the international evidence base, especially from African countries and countries at similar levels of per-capita GDP to Uganda, about the benefits and risks of social protection, targeting and how to implement effective low-risk cash transfer systems.
- ☐ Institutional capacity building: the focus of ESP II is building and consolidating the Government capacity to manage a national social protection system, so the role of TA is not to set up new mechanisms but to build national capacity to develop and manage the new systems established under ESP, including guidance and oversight of the transition of the PMU to full government ownership and funding.
- ☐ Cash transfer systems: Sound knowledge and understanding of cash transfer payment systems, M&E and MIS, grievance mechanisms, accountability and audit systems, and innovations that reduce cost and reduce fraud risk.
- ☐ Communications: As a key aspect of implementation, ensuring programmes are correctly understood by a broad range of stakeholders, including but not limited to, members of the public, government staff at different levels, politicians, the media and beneficiaries. Linked to this, facilitation of advocacy and influencing.
- ☐ Financial management: Capacity building and risk management. Significant expertise in implementing effective fiduciary risk mitigation entrenched in their delivery strategy. DFID will ensure that the Fund Manager maintains zero tolerance to corruption and will conduct regular reviews and audits to test their financial and procurement systems to detect any fraud. Evidence that shows the robustness and transparency of financial management and procurement systems is also essential.
- ☐ Managing complex projects: This is a complex programme with significant financial, political and delivery risk. The successful bidder will show a strong track record of managing complex projects and programmes to completion, working alongside governments and managing uncertainty.
- ☐ A thorough understanding of the political economy of social protection in Uganda, and the ability to influence policy making for an effective exit by DFID and handover to the Government.
- ☐ Fund management, including managing and accounting for pooled funds from more than one source that may include development partners and the Government.
- ☐ An appropriate mix of national staff and international expertise demonstrating the skills and knowledge to undertake the requirements of the programme is essential. In-country expertise in the profiles of team members will be advantageous. We seek evidence in bids about how the team's considerable collective knowledge and expertise will benefit a programme of this size and complexity.

## **Terms of Reference for ESP II Fund Manager Part 2**

### **Constraints and Dependencies**

32. The Fund Manager's staff will be located in a separate office in proximity to the MGLSD and the PMU in Kampala. The Fund Manager office will remain in the MoGLSD building during the inception phase. The supplier will be tasked with finding a new office for the Fund Manager team outside of the MoGLSD office during the inception phase. The location and move-in date for the new fund manager's office will be confirmed by DFID in due course.
33. The Fund Manager is required within their proposal, to provide a budget for the procurement of goods and equipment required for programme. The Fund Manager capability to manage procurement processes will be assessed by DFID. Bidders should submit a 2-page document as part of their commercial proposal detailing their procurement policy and process for managing the purchase of goods and equipment.
34. An asset list will be provided to the Fund Manager detailing still serviceable assets to be carried over from the current Fund Manager to the new Fund Manager.
35. The Fund Manager will co-sign with the GoU a contract with the current Payment Service Provider (PSP) and will deliver direct cash transfers to SAGE beneficiaries through the PSP. The contract details the expectations, standards and all other modalities that will enable the Fund Manager to disburse funds for the SAGE beneficiaries that will be paid using DFID and Irish Aid funds. The Fund Manager will deliver other functions through PMU staff contracted by GoU. The Fund Manager will however have full financial liability for all Development Partner funds. The Fund Manager will sign a Service Level Agreement (SLA) with the GoU and the GoU-procured PSP. The SLA details performance standards to be met by the PSP in the delivery of SAGE funds.
36. Payments to the Fund Manager will be made through Crown Agents Bank (CAB) who DFID has appointed to manage third party monies on their behalf. CAB will receive annual contributions to the project from Irish Aid and draw down money from DFID's accounts department whenever they receive authorisation to pay an invoice submitted by a supplier from DFID Uganda.
37. The Fund Manager will set up a separate grant to the Parliamentary Forum for Social Protection and Civil Society Platform for Social Protection to support the advocacy and some aspects of the grievance management components of the programme. The Fund Manager will be expected to provide quality assurance of this support.
38. The Fund Manager will be responsible for the payment of salaries of the staff contracted by GoU to the PMU and Regional Technical Support Units as per the institutional structure in the Human Resource Manual.
39. It is the Fund Manager's responsibility to ensure they comply with all statutory requirements stipulated in various Ugandan and other legislation relevant to their work and business in Uganda. DFID does not provide tax advice, so the Fund Manager will need to seek advice from a reputable tax firm or consultant to inform this budget line in their commercial bid.

### **Duty of Care**

40. The Fund Manager is responsible for the safety and well-being of their Personnel (as defined in Section 2 of the Contract) and Third Parties affected by their activities under the contract, including

## Terms of Reference for ESP II Fund Manager Part 2

appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

41. DFID will share available information with the Fund Manager on security status. The Fund Manager is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel receive relevant briefing. Travel advice is available on the FCO website and the Fund Manager must ensure they (and their Personnel) are up to date with the latest position.
42. Tenderers must develop their response to the tender on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix prepared by DFID. They must confirm in their 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 the capability to manage their Duty of Care responsibilities throughout the life of the contract.
43. Acceptance of responsibility must be supported with evidence of Duty of Care capability and DFID reserves the right to clarify any aspect of this evidence.

### Key Documents

44. The Fund Manager has been provided with the following background material during the Invitation to Tender stage:

Annex 1	ESP Phase II Programme Document (2016) <i>note</i>	See logframe (annex 3a); budget for DFID and Irish Aid (Annex 3b) and beneficiary targets (annex 3c)
Annex 2	ESP in Uganda Programme, Phase II Redacted Business Case (2015)	-
Annex 3	3a: Draft Revised ESP II Log Frame for 2019-2022	<i>Provides best estimates but subject to marginal changes as the GoU budget for 2019/20 is confirmed.</i>
	3b: Revised ESP II beneficiary target numbers 2019-2022	
Annex 4	4a: Social Protection Policy, Programme Plan of Implementation and	-
	4b: Social Protection Policy Roadmap	-
	4c: Social Protection Policy Programme Plan of Interventions	
Annex 5	ESP Programme Management Manual 2018	-
Annex 6	2018 ESP Mid-Term Review Report	-
Annex 7	2017 PMU organogram	To note these are under review see text in Output 2 (vii). To complete in June 2019.
Annex 8	8a: ESP HR Policy & Procedures (2016)	
	8b: ESP HR Remuneration Plan	
	8c: ESP Salary Schedule (confidential)	
Annex 9	9a: Contract and Service Level Agreement between the Ministry of Gender Labour and Social Development, Post Bank Uganda Limited and the ESP Fund Manager	-
	9b: Service Level Agreement between the Ministry of Gender Labour and Social Development, Post Bank Uganda Limited and the ESP Fund Manager	-
	10a: ESP Compliance Manual	

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Annex 10	10b: ESP Risk Management Manual	-
	10c: ESP quarterly Risk Management Assessment	
Annex 11	M&E Strategy and Plan (2017)	-
Annex 12	VfM Strategy (2018)	-
Annex 13	Items to be procured in 2020 -2022	-
Annex 14	ESP II Disability Workstream (2018)	-
Annex 15	ESP II SCG and Climate Change Report (2019)	-
Annex 16	LDPG guidance on travel allowances	-
Annex 17	Single Registry Overview	-

### Background

45. Despite impressive economic growth rates, high levels of poverty and vulnerability persist in Uganda. An estimated 21.4% of Ugandans live in extreme poverty according to the 2016/17 Uganda National Household Survey. This is slightly up from 19.7% in 2012/13 and indicates a break in the strong link between economic growth and poverty reduction over the last twenty years. Largely as a result of the strong economic growth of the last two decades (as well as some targeted programmes) the poverty rate halved, from 56% in 1991/92 to 19.7% in 2013/14. This trend appears to have slowed or stopped, at least partly as a result of severe drought and crop pests. It puts an increased focus on investment in social protection, including shock-responsive social protection, and other spending that supports inclusive growth and development and reduces vulnerability, such as health and education. Until 2010 and the launch of ESP, however, there was no national social protection policy or programme to address vulnerability in a systematic way. Since its launch, ESP has made remarkable progress in establishing the foundations for social protection policy and programming in Uganda.
46. As the recent mid-term review notes, ESP II has made remarkable progress in a difficult political, financial and institutional environment. From a baseline in 2010 when Uganda had no social protection policy, no national cash transfer initiatives and no dedicated budget for social protection, ESP achievements by the eighth year of the programme include:
- ☐ greatly increased understanding of social protection within the Government of Uganda and amongst the public;
  - ☐ development of a national Social Protection Policy Framework;
  - ☐ piloting of two cash transfer instruments, accurate targeting and evidence gathering on comparative effectiveness of the two targeting methodologies;
  - ☐ establishment of a robust cash transfer delivery system using electronic payments through a private sector, payments service provider;
  - ☐ design of an institutional development strategy for management of the social protection sector, approved by MGLSD Senior Management;
  - ☐ the Government in kind contributions and direct financial contributions to SAGE from the state budget;
  - ☐ regular cash transfer to over 150,000 direct beneficiaries across 61 districts;
  - ☐ agreement by Parliament, in November 2018, to extend the SCG nationwide from 2019 to reach all 80+, and progressively reach all 65+;
  - ☐ MoFPED commitment to allocate funding in 2019/20 for the national rollout of the SCG;
  - ☐ drafting of a bill for the elderly that when passed in to law will legally enshrine the SCG;
  - ☐ significant positive benefits for cash transfer recipients and their households, including improved diet, improved access to health care and education, and increased investment in small-scale economic activities.
47. The Government has made strong progress over the last eight years towards embedding social protection in national policies, plans and budgets. Yet, the policy process is still in early stages and institutional capacity is nascent. The gains of ESP are still reversible, until they are fully

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institutionalised within Government systems. Government efforts to develop a sustainable national social protection system could be defeated by limited capacity and limited institutional structures to deliver social protection.

48. Government counterpart funding of ESP I started from a very low level eight years ago with only UGX 125 million and grew to UGX 33 billion by the eighth year. MFPED has committed to UGX 63 billion in 2019/20 to support national roll out of the SCG, exceeding the ESPII MOU target of UGX 52.92bn for that year. MGLSD is seeking an additional UGX 30 billion from MFPED that will allow it to extend the SCG to approximately 350,000 beneficiaries in 2019/20 to all districts across the country.
49. Building on the significant achievements of ESP I, ESP II has helped to consolidate the national response to entrenched poverty and vulnerability through embedding social protection in the Government policies, institutional arrangements, programmes and budgets. Since the start of ESPII, the programme has expanded the SCG from 15 districts in 2015 to 61 districts by 2018. DFID and Irish Aid will provide financial support to guarantee continuity of the SCG cash transfer pilot from 61 districts (with gradual 'hand over' to the Government of Uganda during the life of the programme); enabling the Government to focus its own resources on national roll-out of the cash transfer by the end of the programme. DFID and Irish Aid will also provide technical and financial assistance for systems-strengthening to ensure a smooth transition from the cash transfer pilot in 61 districts to a national cash transfer programme. Furthermore, we will continue to provide technical assistance to strengthen the Government capacity for social protection policy development and institutional capacity building. This will include technical and financial support to mainstreaming disability across the GoU's social protection programmes; and long-term, sustainable financing of social protection.
50. The UK, together with the Government of Kenya, and the International Disability Alliance (IDA), hosted the first ever Global Disability Summit in July 2018 in London. The event helped to raise global attention and mobilise new global and national commitments to meet and implement the ambition set out in the Global Goals and UN Convention on the Rights of Persons with Disabilities (UN CRPD). GoU made comprehensive commitments at the Summit to enhance disability inclusion across crucial sectors including education, information and technology, statistics and social development. On social protection, GoU particularly, committed to engage with Parliament and Cabinet on expansion of the social assistance empowerment programme to integrate a regular transfer for persons with severe disabilities across age groups. DFID under ESP II, through WFP is supporting GoU to initially conduct an analysis of the situation of persons with disabilities in Uganda and review of relevant social protection and disability policies. This will inform wider efforts to reform social protection to effectively target and benefit persons with disabilities.
51. DFID and Irish Aid investment in ESP II for the next three years will be guided by what the MTR identified as the key challenges that ESPII needs to address, namely:
  - ☐ Safeguarding full and timely GoU **financial contributions** to the SCG over the remaining duration of ESP II.
  - ☐ Securing a **long-term financial framework** to ensure adequate future funding for a universal SCG and other, yet to be defined, non-contributory social protection.
  - ☐ Preparations for the **potential immediate rapid national rollout** of the SCG.
  - ☐ Preparing and implementing a comprehensive and workable **transition plan** to map out the transfer of roles, responsibility and financing from the FM to the MGLSD.
  - ☐ Supporting the GoU to develop social protection services for people with disability.

## **Terms of Reference for ESP II Fund Manager Part 2**

### **General Data Protection Regulations**

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

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### Appendix A: Schedule of Processing, Personal Data and Data Subjects

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

Description	Details
<b>Identity of the Controller and Processor for each Category of Data Subject</b>	<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> <ol style="list-style-type: none"><li>1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the framework agreement) shall not apply for the purposes of the Data Protection Legislation as the <b>Parties are independent Controllers</b> in accordance with Clause 33.3 in respect of Personal Data necessary for the administration and / or fulfilment of this contract.</li><li>2) For the avoidance of doubt the Supplier shall provide <b>anonymised data</b> sets for the purposes of reporting on this project and so DFID shall not be a Processor in respect of Personal Data necessary for the administration and / or fulfilment of this contract.</li></ol>