

## Contract Section 3 - Terms of Reference

### Girls' Education South Sudan phase 2 (GESS 2)

#### 1. Introduction

1.1 The UK Department for International Development (DFID) is seeking to appoint a supplier to effectively manage and deliver the “Girls Education South Sudan 2 (GESS2)” programme in South Sudan.

1.2 DFID's mission is to help eradicate poverty in the world's poorest countries. The priority objective for DFID South Sudan - with the international community - is to support peace, whilst recognising that prospects remain fragile and that even in a best-case scenario, continued protection of and support to the most vulnerable (particularly youth, women and children) will be essential for years to come. The focus of the DFID South Sudan strategy is on sustaining high levels of humanitarian support and the provision of essential services, whilst looking for and supporting opportunities to embed peace, in areas where we have a comparative advantage.

1.3 The GESS 2 Programme is part of the DFID South Sudan Essential Services Team (EST) portfolio. GESS 2 seeks to build on the successes of the Girls Education South Sudan (GESS) programme. GESS provided a range of interventions – Cash Transfers paid to girls, Capitation Grants to support schools, initiatives designed to improve the quality of education, research, support to girls through mentoring and learning groups and large scale behavioural change interventions specific to the importance of girls' education.

1.4 By the end of the programme, the Lead Supplier and potential consortium members will be expected to deliver against the following Impact Indicators, as part of a coordinated sector wide approach<sup>1</sup> relating to the enrolment of girls using the Gender Parity Index (GPI) as follows:

%Boys>Girls (1:1)	2019	2020	2021	2022	2023
Primary	.84	.88	.92	.96	1
Secondary	.64	.68	.72	.76	.80

1.5 Impact will be further measured (been reviewed annually via Annual Reviews and then in more detail via Baseline, Mid Line and End Line research) through rates of successful completion of school examinations. The final year targets under GESS1 are Primary Level Examination (PLE) 80% pass rate and South Sudan Certificate in Secondary Education (SSCSE) 75% pass rate for girls sitting these exams. New targets will be developed for the GESS2 logframe. The Logframe, a tool for tracking programme results throughout the entire lifespan of the programme, will be developed in the programme Inception Phase, with DFID working with the Lead Supplier to agree milestones.

1.6 The programme intends to contribute towards, as part of a sector wide and multi sectoral approach to the challenges in South Sudan, stabilisation in a protracted crisis, accelerated learning, and improved access to education for children irrespective of gender at all levels, and for girls in particular.

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<sup>1</sup> Information sharing and wider sector planning occurs through the Education Cluster and Education Donor Group forums.

1.7 The programme also intends to contribute towards improved access to education for children with disabilities through a targeted Innovation Fund with a value of up to £500K of the value of the contract.

## **2. Objective**

2.1 To implement the GESS2 programme, ensuring the provision of equitable, accessible and essential support to the Education Sector in South Sudan, with particular emphasis on girls.

## **3. The Recipient**

3.1 The direct recipients of GESS2 programme services are the people of South Sudan, with a particular emphasis on girls of school age, children with disabilities and adolescent boys and girls (and by extension, the people of South Sudan).

## **4. Scope of Work and Requirements**

4.1 The Supplier will manage the delivery of all parts of the GESS2 programme alongside providing specialist technical assistance on priority areas such as girls, gender and disability inclusion. The Supplier may form agreements with implementing partners to deliver activities on the ground.

4.2 The programme will have nationwide coverage across all 10 former states irrespective of Government of South Sudan or In Opposition (IO) control. The 10 former states are Central Equatoria, Eastern Equatoria, Jonglei, Lakes, Northern Bahr el Ghazal, Unity State, Upper Nile, Warrap, Western Bahr El Ghazal and Western Equatoria.

4.3 The supplier will provide:

### **A. Effective programme management covering:**

- i. Strong programme leadership, oversight and strategic direction
- ii. Procurement, performance management and supervision of downstream implementing partners including undertaking due diligence
- iii. Robust financial management of the programme including measures to increase value for money
- iv. Effective risk management including mitigation measures and regular reviews
- v. Monitoring of programme results against an agreed results framework with regular reporting, analysis of trends over time and organisation of joint field visits
- vi. Collaboration with other development, humanitarian and implementing partners supporting education services to avoid duplication of effort and enhance programme effectiveness.
- vii. Conflict sensitivity ensuring that the programme is able to adapt to a rapidly changing and highly fragile context.
- viii. Robust mechanisms in place, and pro-active approach to, the safeguarding of children and other vulnerable groups.

B. Specialist technical assistance covering:

- i. Education service delivery in a fragile state/protracted crisis context
- ii. Community engagement and social accountability including gender, disability, social inclusion and conflict sensitivity
- iii. Education system stabilisation and development including minimum quality standards, supporting the implementation of the new national curriculum in collaboration with the South Sudan Ministry of General Education and Instruction (MoGEI) and the wider education sector, maintaining and developing the South Sudan Schools Attendance Management System (SSSAMS).

4.4 The programme results chain is as set out as follows

- a) The **impact** of the programme will be to continue to transform the life chances of a generation of South Sudanese children (particularly but not exclusively girls) through education, while stabilising priority areas of the education sector and concurrently seeking to deliver improved quality education. The impact may therefore be permanent, although a long-term impact on the sustainability of the education sector requires positive changes in the context (in particular the economy and the conflict) and the political will of the Government of the Republic of South Sudan.
- b) The **outcomes** of the programme will be an improvement in girl's educational attainment from that already achieved in GESS1; building further gains on school enrolment, reducing barriers to education and promoting equity in access for all children.
- c) The **outputs** of the programme will be Cash Transfers to individual girls; Capitation Grants to schools; Behavioural Change; Learning Groups and Quality Interventions: Accelerated Learning and Livelihoods for adolescents previously without access to education.

#### 4.5 Output Areas

Output 1) **Community Mobilisation and Behavioural Change** – communication and radio programmes informing over 2 million people of the benefits of education to girls and disabled children. Active twitter and blog accounts, in addition to holding high-profile events in the UK and South Sudan. Community and school-based groups to tackle the root cause of Sexual and Gender Based Violence. In GESS1, this component successfully delivered improved attitudes towards the importance of girls education through intensive and prolonged engagement with communities, although entrenched attitudes remain thus necessitating renewed focus on this area. Programmes for radio, produced during the current GESS programme will be available for use in Year 1 and 2. All GESS2-supported facilities and products will be UK Aid branded.

Output 2a) **Cash transfers to girl's** conditional upon a girl's enrolment and attendance in school. All girls from Primary 5 – 8 and Secondary 1 – 4 will be targeted over the lifetime of GESS2.. The supplier will be required to rigorously monitor girls who have already been validated to receive Cash Transfers during the early stages of the programme. Funding for the Cash Transfers will be made available to the Successful Supplier by DFID separately from the value of the services contract entered into by DFID and the Supplier. The Successful Supplier will be responsible for the distribution and administration of the Cash Transfers. Payments for Cash Transfers will be made by DFID to the Successful Supplier just in time' for onward transmission to the Cash Transfer Agent.

Output 2b) **Capitation grants to schools:** All not-for-profit schools in South Sudan which are able to provide budgets and accountability will receive capitation grants. Funding for the Capitation Grants will be made available to the Successful Supplier by DFID and Government for the Republic of South Sudan (GRSS) separately from the value of the services contract entered into by DFID and the Supplier. Payments for DFID Capitation Grants will be made on a reimbursable basis. Capitation grant funding made available by DFID (through GESS II) will be used to pay secondary schools and capitation grant funding made available by GRSS) will be used to pay primary schools. Grants are generally paid in two tranches of 70% by the end of April and 30% by the end October. The precise amount of funding made available by GRSS is not yet clear but if 2017's payments are maintained (approx. £1.1m), the programme could administer up to £6.0m to primary schools. The Successful Supplier will be responsible for the distribution and administration of the Capitation Grants.

GESS2 will provide the platform, accountability, transparency and transaction support to GRSS when the funds are made available. Schools receive a set lump sum plus an amount per child enrolled. The grants are used for buying materials that will improve learning e.g. teaching materials, books & publications, text books, musical instruments, etc. They are also used for repairs and maintenance of school's structures, travel, school meals, and school uniforms for families that need more help.

GESS2 will reach between 4100 and 5000 unique primary schools and 500 unique secondary schools with capitation grants. The regional anchors will work with schools and school committees to improve planning, budgeting and reporting.

Output 2c) **Learning Groups/Quality of Education & Resilience** - Support to teachers and education managers in all schools to improve learning quality and pupil attainment including: PTA training, girl mentoring, teacher training, teaching materials including scripted

lesson plans and curriculum rollout, training and support to payam (the second administrative level below county), county and state level school inspectors and education managers for improved gender and disability-sensitive school management. Delivery of Accelerated Learning Programmes in 200 Primary and 50 Secondary schools for children who have previously not had access to education.

Output 3) **Building a knowledge base for support to girls' education**, including use of the South Sudan Schools Attendance Monitoring System (SSSAMS), with daily reporting of teacher and pupil attendance by (wherever possible) text messages from mobile phones (SMS) (complementary to the GRSS Education Management Information System [EMIS]), and further academic research into the barriers and solutions to girls and disabled children's education in South Sudan.

4.6 The supplier will be required to deliver:

<b>Output Area</b>	<b><u>Baseline</u></b>	<b><u>Parameters</u></b>
<b>GESS II Programme Inception</b>	Refer to sections 5 and 6 of these Terms of Reference	
<b>Behavioural Change (Community Mobilisation)</b>	Schools in receipt of community based programmes. Community mobilisation and support of girl's education, focusing on girls and disabled children: <ul style="list-style-type: none"> <li>- Minimum of 2M adults reached with girls' education radio outputs</li> <li>- 2,700 school communities reached with the community mobilisation activities</li> <li>- Mentoring for particularly vulnerable girls and children with disabilities</li> </ul>	Community materials/radio slots delivered throughout the year, with particular emphasis /campaigns in Jan/Feb/March (school year begins in Feb).
<b>Delivery of Cash Transfers (Grant)</b>	574,799 unique girls receive cash transfers  Any one girl can receive up to 5 cash transfers within the lifetime of the programme, with any individual and eligible girl receiving one Cash Transfer per year.  The Anticipated average value of one Cash Transfer is £16  .	Delivered annually.

<b>Delivery of Capitation Grants</b>	Grant value of £2.7million	Delivered in two tranches annually: 70% of the grants delivered by 30 April, and 30% of the grants delivered by 31 October each year.  Verification, community engagement and school governance delivered continually through each financial year. Payment platforms prepared and utilised for cash payments.
<b>Learning Groups/Quality of Education &amp; Resilience</b>	Refer to the GESS 2 quality improvement intervention package within the Technical Proposal PO8347 Part B Page 39	Continual input throughout the programme (monthly)
<b>Evidence, Evaluation, Knowledge and Research.</b>	Research & evaluation studies conducted and disseminated. Maths and English learning assessments. Pupils/teachers attendance. By programme end: <ul style="list-style-type: none"> <li>- 17 research &amp; evaluation studies conducted</li> <li>- 2 learning assessments completed and reported</li> <li>- 81% of primary/secondary schools reporting regular attendance</li> </ul>	GESS1 Endline data used as baseline. Midline surveys completed in Jan – Mar in year 3. Endline surveys for GESS II completed by August in year 5. Learning assessments carried out annually.

4.7 The Supplier will also be required to ensure they:

- i. Build a good working relationship with the Ministry of Education at the national and state level where applicable, and support implementing partners to do the same at state and county level where they operate.
- ii. Embed conflict sensitivity programming through local conflict analysis, selection of partners and operating under the 'do no harm' principle. A donor funded in-country Conflict Sensitivity Resource Facility (CSRF) is available to help support conflict sensitive programming during the inception phase.
- iii. Comply with the International Development Gender Equality Act (2014), in particular ensuring actions and services have meaningful and proportionate regard to reducing gender inequality as well as other marginalised groups such as those living with a disability. Gender

- and disability considerations should be made at all levels of the programme including the tracking of appropriate indicators and results.
- iv. Provide flexibility and adaptation to be able to continue to deliver programme outcomes in a context of fragility, security and shifting capacities of national and international partners.
  - v. Ensure adequate security to ensure flexibility and adaptation of programme delivery in fragile and insecure areas as well as providing advice and support to NGO implementing partners operating in these areas.
  - vi. Ensure a good coordination among the NGO implementing partners by organising Bi-Annual Review (six monthly) meetings.
  - vii. Implement the branding requirements of the UK (as set out under clause 34 of DFID standard Terms and Conditions) and acknowledge sources of funding in broader communications although no other publicity activities are to be undertaken without prior written consent.

#### 4.8 The Supplier is required to ensure all procurement of equipment<sup>2</sup>

- a) Be undertaken in accordance with procedures defined and agreed in writing by DFID.
- b) Follow open, fair and transparent processes.
- c) Achieve 'Value for Money', defined as the optimum combination of whole-life cost and quality to meet requirements in a fully transparent manner.
- d) Be undertaken in a timely manner with due regard for lead times and other potential delays to minimise the risk of stock-outs.
- e) Be carried out using strict Due Diligence processes that ensure the protection of DFID's interests and reputation, with particular emphasis on anti-terrorism, anti-corruption and fraud throughout the supply chain.
- f) Be on the basis that the ownership of equipment shall vest in DFID, and shall be so marked. The supplier will maintain a register of all programme assets.

## 5. Inception Phase

### 5.1. The Inception phase

During the three-month inception phase, the supplier will establish itself in South Sudan as suppliers of GESS2 (as appropriate and necessary). The Supplier will liaise with the incumbent Suppliers to share information and deliver the following:

- Set up a MoGEI and DFID Co-chaired GESS2 Steering Committee. The Steering Committee will oversee GESS2 at national level. It will meet quarterly and will include key MoGEI staff, Supplier personnel and DFID. The Committee will be provided with all quarterly and annual documentation by the Supplier to enable it to follow progress and make recommendations for adaptive programming.
- Establish a monitoring and management plan detailing the method of overseeing progress and including a comprehensive work plan ready for Implementation

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<sup>2</sup> Equipment to be procured includes all project assets required to manage and deliver the project. This may include project vehicles, motorbikes, laptops, printers, generators, other office equipment, etc..

- Contribute to the development of an education sector stabilisation plan in collaboration with MoGEI and Education Donors focusing on the delivery of core components: Human Resources, school registration data alignment, integrated monitoring and supervision, quality of education in line with the new national curriculum and community level governance and accountability.
- Identify and agree the final intervention areas.
- Agree a finalised DFID Logical Framework to detail impact, outcomes, outputs, inputs and milestone targets. DFID will use the Log Frame as a tool to measure the programme's performance and will include key performance indicators to measure the supplier's performance<sup>3</sup>.
- Establish a risk register as part of a Risk Management Plan, updated from the proposal.
- Establish an asset register for office and service delivery assets.
- Establish a Value for Money Strategy that clearly identifies how the programme will provide and monitor value for money, updated from the proposal.
- Establish conflict sensitivity tools, including heat mapping and school/community operational status.
- Submit Inception report, including all the above items.
- Arrange temporary six month Service Delivery grants with current GESS downstream implementing partners (called State Anchors) on current terms pending procurement of permanent Implementing Partners (to be called Regional Anchors) during Inception Phase.
- Tender and engage service delivery Implementing Partners in specific geographical areas.

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<sup>3</sup> Key outputs and indicators will reflect Sustainable Development Goal 4 priorities particularly relevant to the South Sudan context, such as 4.1.1. & 4.6.1. literacy and numeracy proficiency levels by age and sex; 4.5.1. parity indices for all inclusion and outcome indicators; 4.a.1. adaptations to improve access for girls and disabled students, and indices of inclusion; 4.c.1 training and proficiency levels of teachers, amongst others to be agreed. See <https://sustainabledevelopment.un.org/sdg4>



## 5.2 Inception Timeline

5.2.1 The Supplier will manage a staged implementation to ensure there are no breaks in service delivery during transition, adhering as far as possible to the below timeline:

Date	Activity / Deliverable
01 May 2019	Supplier contract starts. Asset protection arrangement continues. Discussions with DFID to finalise key priorities as discussed above.
8 <sup>th</sup> May 2019	Temporary agreements with State Anchors <sup>4</sup> commence to continue work for six months to ensure continuity in service provision.
14 <sup>th</sup> June 2019	Inception report due with final delivery model
1 <sup>st</sup> August 2019	Implementation phase begins

## 6. Reporting and Verification

6.1 Final reporting requirements will be established in the inception phase but will cover as a minimum:

- Monthly and quarterly financial reports, detailing expenditure and breaking this down across the following areas:
  - Direct support through Cash Transfers and Capitation Grants
  - Raising Quality and Building Resilience
  - Communication for Behavioural Change
  - Knowledge, research, and evidence to manage learning
- Monthly, quarterly and annual forecasts of expenditure, to ensure strong financial management; annual financial reports, and a certified annual audit statement showing funds received and expended.
- Monthly activity reports detailing key progress on activities, successes and emerging risks to delivery.
- Quarterly and annual technical progress reports providing evidence of progress against logframe and workplan and capturing lessons learnt.
- Annual budget report identifying cost efficiencies and demonstrating value for money across all activities and during the life time of the programme.
- Asset registers to be maintained and updated as required.

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<sup>4</sup> The State Anchors are NGOs in the current GESS Supplier consortium who deliver work on the ground in each of the 10 former states.

- Risk matrix updated monthly setting out a clear strategy for monitoring, managing and mitigating risks and contingency plans.

6.2 All reports submitted must be accurate and submitted on time to a high quality. All reports should be of a length and level of detail appropriate to the purpose, as concise as possible and written in plain English. In addition, the Supplier is expected to support all project reviews to monitor and evaluate performance. These reviews will examine the evidence of effectiveness, efficiency and equity. The anticipated timeline for reporting is as follows:

	<b>Deliverable</b>	<b>Timeline for production (to be agreed)</b>
1.	Forecast and expenditure reports	Monthly
2.	Activity reports	Monthly
3.	Asset register	Six months
4.	Detailed progress reports	Quarterly and Annually
5.	Risk register	Monthly
6.	VFM framework	Quarterly
7.	Annual audited accounts	Annually
8.	Exit/Transition Strategy	9 months before the end of programme

6.3 Transparency: DFID has transformed its approach to transparency, reshaping our own working practices and encouraging others across the world to do the same. DFID 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.

6.4 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 to DFID – further information on the International Aid Transparency Initiative is available from; <http://www.aidtransparency.net/>

6.5 DFID will separately procure an organisation to provide Third Party Monitoring of programme activities and results across this and other programmes. The supplier will need to work openly with this organisation to ensure continual learning and development.

## 7. Constraints and Dependencies

7.1 It is a requirement that the Supplier has the necessary authorisation and accreditation to work in South Sudan. There is an expectation that the majority of programme staff will be based full time in South Sudan.

7.2 DFID reserves the right to scale down or scale up the programme dependent upon total amount of funds available or changes in the security and/or political context at any time during the life of the programme, as explained in paragraph 11.1 and 11.2 below.

## 8. Performance Management

8.1 DFID and the supplier will agree Key Performance Indicators in order to manage contract performance. As a minimum, the successful supplier will align to the indicators from the following list which will be reported and scored in the programme logframe:

Key Performance Indicator (KPI)	KPI Reporting Frequency	Target (minimum level to be attained in order for retained PbR payments to be released)	KPI weighting (relative to level of payment retained for non-achievement)
Completeness and timeliness of monthly and quarterly financial reporting from fund manager	Quarterly	100% On time and fully complete (4 reports per annum)	25%
Completeness and timeliness of monthly and quarterly narrative reporting from fund manager	Quarterly	100% On time and fully complete (4 reports per annum)	25%
Completeness and timeliness of monthly invoices	Quarterly	100% On time and fully complete (3 invoices per quarter)	15%
Accuracy of monthly financial forecasts	Quarterly	Expenditure over the quarter (3 payments per quarter) within 10% of initial forecast at start of quarter	15%
Quarterly steering committee scheduled	Quarterly	100% of meetings organised (4 meetings per annum)	20%
Number of individual Primary schools reached with capitation grants	Annually	Target TBC	Not linked to payment retention
Number of individual Secondary schools reached with capitation grants	Annually	Target TBC	Not linked to payment retention
Number of individual girls reached with cash transfers	Annually	Target TBC	Not linked to payment retention
Number of people reached with behaviour change comms	Annually	Target TBC	Not linked to payment retention
Number of teachers trained	Quarterly	Target TBC	Not linked to payment retention
Level of government funding for capitation grants channelled through programme	Annually	Target TBC	Not linked to payment retention
Appropriate due diligence carried out on sub-contracted state anchors	Ad Hoc	Full checks carried out on each Implementing Partner	Not linked to payment retention
Timely completion of inception period activities and successful procurement of sub-contracted Implementing Partners	One time	100% On time in full	Not linked to payment retention

- 8.2 Performance will also be assessed as part of DFID annual reviews of the overall programme and any process evaluations will be procured independently. DFID and the Supplier will meet as required to review performance and results.

## **9. Programme budget and Payment Model**

- 9.1 The programme budget is summarised as follows:
- 9.2 Payments will be made monthly in arrears (except where explicitly agreed with the DFID team) and will be linked to delivery of the agreed reporting for that period, as described in section 6 above.
- 9.3 The payment model will differ for each of the programme parts as set out below:
- A All Programme Management, including specialist Technical Assistance will be based on a reimbursement of fees and expenses model capped at £32,209,199. 50% of fees will be retained each quarter pending the supplier's achievement of Key Performance Indicator Targets as set out under paragraph 8.1.
  - B Grant funds provided to the supplier for NGO implementing partner Regional Anchors will be treated as "managed funds" and are set at a minimum of £36,190,801. Payments for Capitation Grants will be made on a reimbursable basis. Payments for Cash Transfers will be made separately 'just in time' for onward transmission to the Cash Transfer Agent.
- 9.4 Only part A of paragraph 9.3 will come under the financial limit of the contract with the Supplier. Part B of paragraph 9.3 will be treated as managed funds. The programme management and technical assistance costs will remain the same even if the grant fund value differs from the expected totals provided under part B above.
- 9.5 All fees and expenses proposed in part A should cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred.

## **10. Timeframe and Break Points**

- 10.1 The duration of the contract will be 5 years (inclusive of a 3-month Inception phase) beginning on the contract start date. It is expected that the Supplier will be ready to start the operations immediately following contract award. There will be Break Points in the contract where

the Supplier will require formal approval from DFID before starting work on the next stage. The Break Points will be as follows:

**Break Point 1:** 3 months after the contract start date to review the Inception Phase deliverables

**Break Point 2:** 12 months after the contract start date to review the implementation phase performance.

**Break Point 3:** 36 months after the contract start date to review performance and for donors to consider whether to continue with the programme.

10.2 Movement from one stage to the next will be dependent on DFID's acceptance of the implementation approach within the inception period and satisfactory performance and progress of the Supplier. As per DFID's standard Terms and Conditions (ITT Pack Volume 8, Section 2), DFID can terminate the contract on the basis of default (section 44 of the Terms and Conditions), or without default, with 30 days' notice to the Supplier (section 43 of the Terms and Conditions).

10.3 Suppliers must maintain flexibility in approach and be able to exit from high risk environments as required and with agreement from DFID.

## 11. **Scaling up and Scaling down of contract**

11.1 DFID reserves the right to scale back the value and scope of the contract, or discontinue this programme at any point in line with the Terms and Conditions. Scaling down is at DFID's discretion. Scaling down conditions could include:

- A change in the South Sudan's political environment leading to withdrawal of Ministry support
- A change in the political landscape which reduces DFID's ability to programme funds in South Sudan
- A change in the security conditions which restrict operations in one or more areas
- Conflict affecting the Supplier's access and ability to deliver
- Programme Budgetary constraints

11.2 Conversely, DFID may also scale up the value and/or scope of the programme. A scale up would occur at DFID's discretion if (1) donor funding is secured, (2) the programme is proving to be having a strong impact and has the potential to yield better results (scaling up on this basis would be dependent on budget and ongoing effectiveness of the programme), (3) there is a change in the security and/or political situation of the country. DFID may scale up the programme by increasing the funding amount under each programme component or add funding for new components to support the education system in South Sudan. DFID may also scale up the programme by extending the contract for up to 30 months. If DFID decides to scale up the programme (whether purely monetarily or by extending the life of the contract), the increase will be up to an additional

£16,104,599 million for management costs (for the avoidance of doubt, that refers to funding in addition to the £32,209,199 value of the original contract (exclusive of grant funds)). If the contract is extended by 30 months, an additional minimum £18,095,400 grant funding will be made available. Scaling up could occur at any time during the contract. In particular, Break Point 3 is an opportunity to consider extending the length and value of the contract to continue the delivery of additional core programme outcomes detailed in these terms of reference. Any scaling up would be mutually agreed by DFID and the relevant suppliers and require Cabinet Office sign off.

## **12. DFID Management**

12.1 The Supplier will report on technical and programme management issues to the Senior Responsible Officer (SRO) and Programme Manager respectively in DFID South Sudan Essential Services Team.

## **13. Duty of Care**

13.1 All Supplier personnel (including its employees, sub-contractors or agents) engaged under a DFID contract will come under the duty of care of the lead Supplier. The Supplier is responsible for the safety and well-being of its personnel and any third parties affected by its activities, including appropriate security arrangements. The Supplier will also be responsible for the provision of suitable security arrangements for its domestic and business property. DFID will share available information with the Supplier on security status and developments in-country where appropriate. Travel advice is also available on the Foreign & Commonwealth Office website (<https://www.gov.uk/foreign-travel-advice/south-sudan>) and the Supplier must ensure it (and its personnel) are up to date with the latest position.

13.2 The Supplier will be required to operate in conflict-affected areas and parts of it are highly insecure. The security situation is volatile and subject to change at short notice. The Supplier should be comfortable working in such an environment and should be capable of deploying to any areas required within South Sudan in order to deliver the contract. It is not expected that the Supplier would put staff at risk or send them to the most insecure areas, but the Supplier must have the ability to monitor programmes in a wide range of districts / sub-districts across South Sudan.

13.3 The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for its personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the contract. The Supplier must ensure its personnel receive the required level of training prior to deployment (where applicable).

13.4 The Supplier must comply with the general responsibilities and duties under relevant health and safety law including appropriate risk assessments, adequate information, instruction, training and supervision, and appropriate emergency procedures. These responsibilities must be applied in

the context of the specific requirements the Supplier has been contracted to deliver (if successful in being awarded the contract).

13.5 The Supplier has confirmed in their proposal that:

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

## 14. Background

14.1 South Sudan became independent on 9 July 2011 following decades of conflict between northern and southern Sudan. The newest country in the world, it is also one of the poorest. Government capacity to provide basic services, low to begin with, has been further undermined by the conflict which broke out in December 2013, as well as the economic crisis driven by low oil revenues and lack of investment. Government spending has fallen in the past five years by over 90% in real terms as a result of high inflation and economic collapse. Further conflict erupted in June 2016 and famine was declared in several states in early 2017; both of these factors leading to significant internal and cross border displacement and a still 'live' protracted humanitarian crisis. Public sector salaries have been eroded and are frequently unpaid, and many teachers have left their jobs.

14.2 Approximately one quarter of South Sudan's children attend school. Girls in particular are vulnerable in the current context, due to factors such as SGBV and child marriage. Net school enrolment for 14-17 year-old girls was approximately 1 in 40 in 2015 and just 36% of final year secondary students in 2017 are girls. Girls in South Sudan have a higher chance of dying in childbirth than completing secondary education. The education and health allocation in the national budget is very low (approximately 6% combined) but in reality, the actual funds available for spending in the two sectors are even lower. Education spend per primary pupil per year (5 US\$) is one of the lowest in the world.

### Wider Education Sector in South Sudan

14.3 The Government of the Republic of South Sudan (GRSS) has shown commitment to education, including working towards establishing capitation grants direct to schools. In nominal terms grants to subnational education structures were tripled in the past five years, but with inflation and the failing economy, the real value of overall government spending, including on teachers' salaries, has fallen in dollar terms by over 90%.

14.4 The education sector in South Sudan remains critically weak and the quality of education is low. Although there is a newly developed national curriculum this has not as yet been implemented consistently and there remains a chronic shortage of trained and qualified teachers. GESS 2 will, driven by the in-country strategy for Education Donors, ensure that the programme aligns closely with other donor programmes to support the development of minimum standards.

14.5 GESS 2 will commence at the same time as the roll out of the new, recently approved National Curriculum. UNICEF, as Grant Agent for the Global Partnership for Education (GPE), and the MoGEI as lead Government Ministry, will be responsible for the roll out of the new curriculum. GESS 2, alongside other education sector programmes, will provide practical support to schools during the roll out of the new curriculum but will not hold primary responsibility for implementation.

14.6 As previously noted, the GPE, with a total fund value of \$35 million, will focus on the roll out and implementation of the newly developed National Curriculum. UNICEF and MoGEI are currently finalising the GPE proposal with full implementation to occur in November 2018. UNICEF and MoGEI are in the process of securing accelerated funding from GPE to put in place the foundations required for the curriculum roll out and implementation.

14.7 The EU IMPACT programme provides direct financial support in the form of 'top-up' incentives paid to primary school teachers to help retain them at post. This programme works closely with MoGEI who are topping up payments to the secondary school teachers through GESS2 so the programme directly compliments the current and new GESS programmes.

#### Salaries

14.8 Government-paid salaries to teachers, both primary and secondary, are months behind schedule. GESS1 allowed schools to use up to 70% of their capitation grants to pay incentives to teachers in the form of top-ups to salary, rather than replacing salaries. Since then, the Government has paid top-ups to secondary school teachers while EU IMPACT is paying top-ups to primary school salaries.

#### Regional Anchors

14.9 The Regional Anchors will be the implementing partners on the ground. Normally NGOs, they are the consortium's partners on the ground and play a key role in the implementation of the GESS2 programme, delivering and supporting activities at grass root level. To this end, the costs of regional anchors form a significant proportion of the costs to run each output area. The contracts of the existing Regional Anchors should be extended for up to six months to allow the lead supplier to compete and secure delivery agreements with new Regional Anchors. This will ensure smooth transitioning from the current anchors to the incoming ones.

### **15. General Data Protection Regulations (GDPR)**

15.1 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 contract.



## Appendix A: of 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 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> <p>The Parties acknowledge that Clause 33.2 and 33.4 of Section 2 of the contract 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 of Section 2 of the contract in respect necessary for the administration and/or fulfilment of this contract</p>