CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR: Service Provider for Building resilience and managing risk in fragile and conflict-affected states: A thematic evaluation of DFID’s multi-year approaches to humanitarian action in the Democratic Republic of Congo, Ethiopia, Sudan and Yemen.

PURCHASE ORDER NUMBER: 6415

THIS CONTRACT is made

BETWEEN: The Secretary of State for International Development at the Department for International Development, B-28 Tara Crescent, Qutab Institutional Area, New Delhi 110016, INDIA ("DFID");

AND: Valid International Ltd, whose registered office is situated at 35 Leopold Street, Oxford OX4 1TW, United Kingdom

(together “the Parties”).

WHEREAS:

A. DFID requires the Supplier to provide the services as defined in Section 3 ("the Services") to DFID ("the Recipient"); and

B. the Supplier has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract shall be comprised of the following documents:

- Section 1 Form of Contract
- Section 2 General Conditions
- Section 3 Terms of Reference
- Section 4 Special Conditions
- Section 5 Schedule of Prices
This Contract constitutes the entire agreement between the Parties in respect of the Suppliers obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. Contract Signature
If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 4) duly completed, signed and dated on behalf of the Supplier within 15 days of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Contract void.

**No payment will be made to the Supplier under this Contract until a copy of the Form of Contract, signed on behalf of the Supplier, is returned to the Contract Officer.**

3. Commencement and Duration of the Services
The Supplier shall start the Services on 01 April 2014 ("the Start Date") and shall complete them by 31 October 2017 ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit
Payments under this Contract shall not, in any circumstances, exceed £2,328,629 (UK Pound Two Million Three Hundred Twenty Eight Thousand Six Hundred Twenty Nine only) ("the Financial Limit") exclusive of any government tax, if applicable.

5. Time of the Essence
Time shall be of the essence as regards the performance by the Supplier of its obligations under this Contract.

For and on behalf of
The Secretary of State for
International Development
Name:
Position: Procurement & Commercial Manager
Signature:
Date:

For and on behalf of
Valid International
Name:
Position:
Signature:
Date:
Section 2 - GENERAL CONDITIONS

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DEFINITIONS AND INTERPRETATION

1. Definitions

“Commercially Sensitive Information” the information listed in Section 4 comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business of which the Supplier has indicated to DFID that, if disclosed by DFID, would cause the Supplier significant commercial disadvantage of material financial loss;

“Confidential Information” means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party, including all intellectual property rights, together with all information derived from any of the above, and any other information clearly being designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably be considered to be confidential;

“the Supplier” means the person(s), partnership(s) or company(ies) with whom this Contract is placed.

“the Supplier's Personnel” means any person instructed pursuant to this Contract to undertake any of the Supplier's obligations under this Contract, including the Supplier's employees, agents and sub-contractors.

“the Contract Officer” means the person named in Section 4 who is responsible for all contractual aspects of the Contract.

“Contracting Authority” any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations other than DFID;

“Crown Body” any department, office or agency of the Crown;

“Data Controller” shall have the same meanings as set out in the Data Protection Act 1998;

“DFID Data” means (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of DFID; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which DFID is the Data Controller;

“Data Processor” shall have the same meaning as set out in the Data Protection Act 1998;

“Data Protection Legislation” means the Data Protection Act 1998 and all other applicable laws and regulations relating to the processing of personal data and privacy, including without limitation, the guidance and codes of practice issued by the Information Commissioner;

“Data Subject” shall have the same meaning as set out in the Data Protection Act 1998;

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the

“Environmental Information Regulations” means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;

"the Equipment" means any equipment, computer hardware or software, materials, goods and vehicles and associated services necessarily required for the implementation of the Services, which the Supplier cannot reasonably be expected to provide, which are financed or provided by DFID for use by the Supplier.

"the Financial Limit" means the amount specified in Section 1 and is the maximum amount payable by DFID under this Contract.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation.

“General Anti-Abuse Rule” means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.

"Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others.

“Information” has the meaning given under Section 84 of the Freedom of Information Act 2000;

“Law” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

“Occasion of Tax Non-Compliance” means:

(a) Any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
   (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle:
   (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
(b) Any tax return of the Supplier submitted to a Relevant Tax Authority on or after October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud evasion.

“Personal Data” shall have the same meaning as set out in the Data Protection Act 1998;

“Process” has the meaning given to it under the Data Protection Legislation but, for the purposes of this Contract, it shall include both manual and automatic processing;
"the Project Officer" means the person named in Section 4 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract;

“Regulatory Bodies” means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of DFID and “Regulatory Body” shall be construed accordingly;

“Relevant Tax Authority” means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.

“Request for Information” a request for information or an apparent request under the FOIA, the Environmental Information Regulations and associated codes of practice;

“the Security Policy” means DFID’s security policy, which can be accessed on DFID’s website at http://www.dfid.gov.uk/work-with-us/procurement/dfid-information-security-policy-for-contractorsconsultants/ or as notified to the Supplier from time to time;

"the Services" means the services set out in the Terms of Reference (Section 3).

2. Interpretation

2.1 In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 4), the Special Conditions shall prevail.

2.2 Except as expressly provided in Clause 23 the Supplier is not the agent of DFID and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of DFID in any respect.

2.3 Nothing in this Contract is intended to make nor shall it make DFID the employer of the Supplier or any of the Supplier’s Personnel.

2.4 All communications by the Supplier relating to notifications or applications for consents or instructions must be addressed to the DFID Contract Officer whose name and address are given in Section 4.

OBLIGATIONS OF THE SUPPLIER

3. Obligations

3.1 The Supplier shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

3.2 If the Supplier is a joint venture then each of the joint venture parties shall have joint and several liability in respect of the Supplier's obligations under this Contract.

4. Personnel

4.1 All members of the Supplier's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Supplier complies with all the Supplier's obligations under this Contract.
4.2 No changes or substitutions may be made to members of the Supplier's Personnel identified as key personnel in Section 4 of this Contract without DFID's prior written consent.

4.3 If DFID considers any member of the Supplier's Personnel unsuitable, the Supplier shall substitute such member as quickly as reasonably possible without direct or indirect charge to DFID with a replacement acceptable to DFID.

4.4 The Supplier is responsible for all acts and omissions of the Supplier’s Personnel and for the health, safety and security of such persons and their property. The provision of information by DFID shall not in any respect relieve the Supplier from responsibility for its obligations under this Contract. Positive evaluation of proposals and award of this Contract (or any subsequent Contract Amendments) is not an endorsement by DFID of the Supplier’s security arrangements.

4.5 The Supplier shall comply with the Staff Vetting Procedures in respect of all Supplier’s Personnel employed or engaged in the provision of the Services. The Supplier confirms that all Supplier’s Personnel employed or engaged by the Supplier by the agreed start date of this contract were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures, as provided within DFID’s Security Policy.

4.6 The Supplier shall provide training on a continuing basis for all Supplier Personnel employed or engaged in the provision of the Services in compliance with the the Security Policy and the Security Plan.

5. **Sub Contractors**

5.1 The Supplier shall not sub-contract any of its obligations under this Contract without the prior written consent of DFID.

5.2 If, having obtained DFID’s consent, the Supplier sub-contracts any of its obligations, the sub-contract shall:

   (a) provide that payments due to the sub-contractor shall be made not more than 30 days after provision to the Supplier of a valid invoice; and

   (b) include rights for the Supplier and obligations on the sub-contractor to ensure that DFID’s rights to require replacement of personnel (as set out in Clause 4.3) and DFID’s rights and the Supplier’s obligations (as detailed within this contract) can be enforced against the sub-contractor.

6. **DFID Data**

6.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to DFID Data.

6.2 The Supplier shall not store, copy, disclose, or use DFID Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by DFID.

6.3 To the extent that DFID Data is held and/or processed by the Supplier, the Supplier shall supply that DFID Data to DFID as requested by DFID in the format(s) specified by DFID.

6.4 Upon receipt or creation by the Supplier of any DFID Data and during any collection, processing, storage and transmission by the Supplier of any DFID Data, the Supplier shall take responsibility for preserving the integrity of DFID Data and preventing the corruption or loss of DFID Data.
6.5 The Supplier shall perform secure back-ups of all DFID Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Security Policy. The Supplier shall ensure that such back-ups are available to DFID at all times upon request, with delivery times as specified by DFID.

6.6 The Supplier shall ensure that the system on which the Supplier holds any DFID Data, including back-up data, is a secure system that complies with the Security Policy.

6.7 If DFID Data is corrupted, lost or sufficiently degraded as a result of the Supplier’s Default so as to be unusable, DFID may:

6.7.1 require the Supplier (at the Supplier’s expense) to restore or procure the restoration of DFID Data to the extent and in accordance with the Business Continuity and Disaster Recovery Provisions specified in the Security Policy and the Supplier shall do so as soon as practicable but not later than three days following written request from DFID; and/or

6.7.2 itself restore or procure the restoration of DFID Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in the Business Continuity and Disaster Recovery Provisions specified in the Security Policy.

6.8 If at any time the Supplier suspects or has reason to believe that DFID Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify DFID immediately and inform DFID of the remedial action the Supplier proposes to take.

7. Protection of Personal Data

7.1 With respect to the parties’ rights and obligations under this Contract, the parties agree that DFID is the Data Controller and that the Supplier is the Data Processor.

7.2 The Supplier shall:

7.2.1 process the Personal Data only in accordance with instructions from DFID (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by DFID to the Supplier during the Term);

7.2.2 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

7.2.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

7.2.4 take reasonable steps to ensure the reliability of any Supplier’s Personnel who have access to the Personal Data;

7.2.5 obtain prior written consent from DFID in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

7.2.6 ensure that all Supplier’s Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 7;

7.2.7 ensure that none of Supplier’s Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by DFID;
7.2.8 notify DFID (within two Working Days) if it receives:

7.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or

7.2.8.2 a complaint or request relating to DFID's obligations under the Data Protection Legislation;

7.2.9 provide DFID with full cooperation and assistance in relation to any complaint or request made, including by:

7.2.9.1 providing DFID with full details of the complaint or request;

7.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with DFID's instructions;

7.2.9.3 providing DFID with any Personal Data it holds in relation to a Data Subject (within the timescales required by DFID); and

7.2.9.4 providing DFID with any information requested by DFID;

7.2.10 permit DFID or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause 16 (Access and Audit), Supplier's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by DFID to enable DFID to verify and/or procure that the Supplier is in full compliance with its obligations under this Contract;

7.2.11 provide a written description of the technical and organisational methods employed by the Supplier for processing Personal Data (within the timescales required by DFID); and

7.2.12 not Process Personal Data outside the United Kingdom without the prior written consent of DFID and, where DFID consents to a transfer, to comply with:

7.2.12.1 the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and

7.2.12.2 any reasonable instructions notified to it by DFID.

7.3 The Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause DFID to breach any of its applicable obligations under the Data Protection Legislation.

8. Freedom of Information

8.1 The Supplier acknowledges that DFID is subject to the requirements of the FOIA, the Environmental Information Regulations and associated codes of practice shall assist and cooperate with DFID to enable DFID to comply with its Information disclosure obligations.

8.2 The Supplier shall and shall ensure that its Sub-contractors shall:

8.2.1 transfer to DFID all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
8.2.2 provide DFID with a copy of all Information in its possession, or power in
the form that DFID requires within five Working Days (or such other period as
DFID may specify) of DFID’s request; and

8.2.3 provide all necessary assistance as reasonably requested by DFID to
enable DFID to respond to the Request for Information within the time for
compliance set out in section 10 of the FOIA or regulation 5 of the
Environmental Information Regulations.

8.3 DFID shall be responsible for determining in its absolute discretion and
notwithstanding any other provision in this Contract or any other agreement whether
the Commercially Sensitive Information and/or any other I
formation is exempt from
disclosure in accordance with the provisions of the FOIA, the Environmental
Information Regulations and associated codes of practice.

8.4 In no event shall the Supplier respond directly to a Request for Information unless
expressly authorised to do so by DFID.

8.5 The Supplier acknowledges that (notwithstanding the provisions of Clause 8) DFID
may, acting in accordance with the Department of Constitutional Affairs’ Code of
Practice on the Discharge of the Functions of Public Authorities under Part 1 of the
Freedom of Information Act 2000 (“the Code”), be obliged under the FOIA, or the
Environmental Information Regulations to disclose information concerning the
Supplier or the Services:

8.5.1 in certain circumstances without consulting the Supplier; or

8.5.2 following consultation with the Supplier and having taken their views into
account;

provided always that where 8.5.1 applies DFID shall, in accordance with any
recommendations of the Code, take reasonable steps, where appropriate, to give the
Supplier advanced notice, or failing that, to draw the disclosure to the Supplier’s
attention after any such disclosure.

8.6 The Supplier shall ensure that all Information is retained for disclosure in accordance
with clauses 8.7 and 8.8 and shall permit DFID to inspect such records as requested
from time to time.

8.7 The Supplier shall, during this Contract and for a period of at least seven years
following the expiry or termination of this Contract, retain and maintain all Information:

8.7.1 in accordance with the requirements of the Public Records Office and in
accordance with the exercise of the degree of care that would be expected from a
leading company within the relevant industry or business sector;

8.7.2 in chronological order;

8.7.3 in a form that is capable of audit;

8.7.4 at its own expense.

8.8 Wherever practical, original Information shall be retained and maintained in hard copy
form.

8.9 The Supplier acknowledges that any Commercially Sensitive Information noted within
this contract is of indicative value only and that DFID may be obliged to disclose it in
accordance with clause 8.5.

9. Confidentiality
Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

9.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

9.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

Clause 9.1 shall not apply to the extent that:

9.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, the Environmental Information Regulations and associated codes of practice pursuant to clause 42 (Freedom of Information);

9.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

9.2.3 such information was obtained from a third party without obligation of confidentiality;

9.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

9.2.5 it is independently developed without access to the other party's Confidential Information.

The Supplier may only disclose DFID’s Confidential Information to the Supplier’s Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Supplier’s Personnel are aware of and shall comply with these obligations as to confidentiality.

The Supplier shall not, and shall procure that the Supplier’s Personnel do not, use any of DFID’s Confidential Information received otherwise than for the purposes of this Contract.

At the written request of DFID, the Supplier shall procure that those members of the Supplier’s Personnel identified in DFID’s notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.

Nothing in this Contract shall prevent DFID from disclosing the Supplier’s Confidential Information:

9.6.1 to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;

9.6.2 to any person conducting an Office of Government Commerce gateway review;

9.6.3 for the purpose of the examination and certification of DFID’s accounts; or

9.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which DFID has used its resources.

DFID shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-contractor to whom
the Supplier's Confidential Information is disclosed pursuant to clause 9.6 is made aware of DFID's obligations of confidentiality.

9.8 Nothing in this clause 9 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

10. **Warranties**

10.1 The Supplier warrants, represents and undertakes for the duration of the Term that:

10.1.1 all personnel used to provide the Services will be vetted in accordance with Good Industry Practice and the Security Policy;

10.1.2 it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Supplier's obligations under this Contract;

10.1.3 it has and will continue to have all necessary rights in and to the Supplier's Software or the Third Party Software and/or the Supplier's Background IPRs, or any other materials made available by the Supplier and/or the Sub-contractors to DFID necessary to perform the Supplier's obligations under this Contract;

10.1.4 in performing its obligations under this Contract, all Software used by or on behalf of the Supplier will:

10.1.4.1 be currently supported versions of that Software; and

10.1.4.2 perform in all material respects in accordance with its specification,

10.1.5 as at the agreed Contract start date all statements and representations in the Supplier's response to the ITT and any follow up information provided by the Supplier are to the best of its knowledge, information and belief, true and accurate and that it will advise DFID of any fact, matter or circumstance of which it may become aware which would render any such statement or representation to be false or misleading;

10.1.6 as detailed in this contract or at the request of DFID, the Supplier will provide a Business Process Manual and supporting documentation containing all necessary information and explanation required for the purpose of executing the Exit Plan and for suitably qualified employees of DFID or of the Replacement Contractor to be able to use the Software and receive the Services and to perform the Replacement Services on termination or expiry; and

10.1.7 the Supplier's system and assets used in the performance of the Services:

10.1.7.1 will be free of all encumbrances [any exceptions must be agreed in writing with DFID]

10.1.7.2 will be Date Compliant; and

10.1.7.3 will be Euro Compliant.

10.1.8 it shall at all times comply with Law in carrying out its obligations under this Contract.

11. **Security Requirements**

11.1 The Supplier shall comply, and shall procure the compliance of the Suppliers Personnel, with the Security Policy and the Security Plan and the Supplier shall
ensure that the Security Plan produced by the Supplier fully complies with the Security Policy.

11.2 DFID’s Security Policy can be accessed on the DFID website at http://www.dfid.gov.uk/work-with-us/procurement/dfid-information-security-policy-for-contractorsconsultants/ or as notified to the Supplier from time to time. The Supplier shall ensure that they keep up to date with the latest version of the Security Policy on this website.

11.3 If the Supplier believes that a change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a Change Request. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in discussion with the Contract Officer.

11.4 Until and/or unless a change to the Charges is agreed by DFID pursuant to clause 11.3 the Supplier shall continue to perform the Services in accordance with its existing obligations.

12. Malicious Software

12.1 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions available [from an industry accepted anti-virus software vendor] to check for and delete Malicious Software from the ICT Environment.

12.2 Notwithstanding clause 12.1 if Malicious Software is found, the parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of DFID Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

12.3 Any cost arising out of the actions of the parties taken in compliance with the provisions of clause 12.2 shall be borne by the parties as follows:

12.3.1 by the Supplier where the Malicious Software originates from the Supplier’s Software, the Third Party Software or the DFID Data (whilst the DFID Data was under the control of the Contractor); and

12.3.2 by DFID if the Malicious Software originates from the DFID Software or the DFID Data (whilst DFID Data was under the control of DFID).

13. Disclosure of Information

13.1 The Supplier and the Supplier’s Personnel shall not, without the prior written consent of DFID, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this contract without the prior written consent of DFID.


14.1 All intellectual property rights in all material (including but not limited to reports, data, designs whether or not electronically stored) produced by the Supplier or the Supplier’s Personnel pursuant to the performance of the Services ("the Material") shall be the property of the Supplier.

14.2 The Supplier hereby grants to DFID a world-wide, non-exclusive, irrevocable, royalty-free licence to use all the Material.
14.3 For the purpose of Clause 14.2, "use" shall mean, without limitation, the reproduction, publication and sub-licence of all the Material and the intellectual property rights therein, including the reproduction and sale of the Material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

15. **Official Secrets Acts**

15.1 The Supplier shall ensure that all members of the Supplier's Personnel are aware that the Official Secrets Acts 1911 to 1989 apply to them.

16. **Access and Audit**

16.1 The Supplier shall keep accurate and systematic accounts, files and records ("the Records"). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Supplier shall keep the Records throughout the duration of this Contract and in line with Clause 8.7 above.

16.2 The Supplier shall upon request provide DFID or its representatives including the National Audit Office, unrestricted access to the Records in order that the Records may be inspected and copied. The Supplier shall co-operate fully in providing to DFID or its representatives answers to such enquiries as may be made about the Records.

16.3 Where it is found by DFID that any overpayment has been made to the Supplier the Supplier shall reimburse DFID such amount within 28 days of the date of DFID's written demand.

17. **Corruption, Commission, Discounts and Fraud**

17.1 The Supplier warrants and represents to DFID that neither the Supplier nor any of the Supplier's Personnel:

(a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or

(b) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Supplier or Supplier's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to DFID, whose written consent was subsequently given to such payment.

17.2 Neither the Supplier nor any of the Supplier's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

17.3 The Supplier undertakes that neither the Supplier nor the Supplier's Personnel shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by the Supplier of its obligations under the Contract and shall immediately notify DFID of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.

18. **Conflict of Interest**

18.1 Neither the Supplier nor any of the Supplier's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.
18.2 The Supplier and the Supplier's Personnel shall notify DFID immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

19. Discrimination

19.1 The Contractor shall not unlawfully discriminate either directly or indirectly on protected characteristics such as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of all relevant legislation including the Equality Act 2010 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

19.2 The Supplier shall take all reasonable steps to secure that the Supplier's Personnel do not unlawfully discriminate as set out in Clause 19.1.

20. Environmental Requirements

20.1 The Supplier shall take all reasonable steps to protect the environment in relation to the performance of the Services and shall comply with all applicable environmental laws, regulations and DFID practice.

21. Insurances

21.1 The Supplier shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.

21.2 At the request of DFID, or its representatives, the Supplier shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

22. Indemnity

22.1 Except where arising from the negligence of DFID or DFID's employees, the Supplier shall indemnify DFID in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortious acts or omissions by the Supplier or the Supplier's Personnel or any claims made against DFID by third parties in respect thereof.

PROCUREMENT AND EQUIPMENT

23. Procurement

23.1 Subject to Clause 23.4 all Equipment to be procured pursuant to this Contract and paid for by DFID shall be procured by a DFID registered procurement agent, acting as agent of DFID ("the Procurement Agent").

23.2 For the purpose of the appointment of a Procurement Agent and for this purpose only, the Supplier shall act as an agent of DFID.

23.3 The Supplier shall provide the Procurement Agent with sufficient details for the satisfactory procurement and delivery of Equipment and shall manage the Procurement Agent on DFID's behalf.

23.4 Where the total value of the Equipment is less than 50% of the Financial Limit or £100,000, whichever is less the Supplier may, subject to DFID's prior written consent, procure such Equipment.
23.5 All procurement of Equipment shall

(a) be undertaken in accordance with DFID Guidance on Procurement of Goods and Environmental Procurement Policy or such other procedures as may be agreed in writing by DFID;

(b) achieve “Value for Money” and be conducted in a fully transparent manner;

(c) be on the basis that the ownership in Equipment shall vest in DFID, and shall be so marked.

23.6 “Value for Money” shall mean procuring at the optimum combination of whole-life cost and quality to meet requirements.

24. Use of and Responsibility for Equipment

24.1 Equipment may only be used in providing the Services and shall be safely kept and maintained. Personal use of Equipment by the Supplier is not permitted unless DFID gives prior written consent.

24.2 The Supplier shall keep an up to date inventory of the Equipment its condition and location and make such inventory available to DFID immediately on request.

24.3 Subject to Clause 24.4 the Supplier shall be responsible for all loss or damage to Equipment other than that caused by fair wear and tear. The Supplier shall notify DFID immediately the Supplier becomes aware of any loss of or damage to Equipment.

24.4 Except as required by law, the Supplier shall not insure Equipment. DFID shall bear the risk in respect of loss or damage provided such loss or damage was not due to the Supplier's negligence and provided the Supplier obtains and pays to DFID such proper compensation as may be due from others.

24.5 The Supplier shall obtain DFID's instructions on the disposal of Equipment and comply with such instructions.

PRICE AND PAYMENT

25. Applicable Provisions and Financial Limit

25.1 Unless different provisions are substituted in Section 4, Clauses 25 to 29 inclusive shall apply in relation to price and payment.

25.2 The components which comprise the Financial Limit are set out in the Schedule of Prices, Section 5. No expenditure may be incurred in excess of the Financial Limit and no virements between components shown in the schedule of prices in Section 5 are permitted without the prior written authority of the Contract Officer.

26. Fees

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

27.1 Travel and living expenses will be paid at a rate consistent with the Schedule of Prices at Section 5 of the contract. All journeys by Rail or Air will be made by a class of travel that is no more than Standard / Economy.

28. **Invoicing Instructions**

28.1 Unless otherwise expressly provided in Section 4 or Section 5, invoices should be submitted monthly in arrears to the Accounts Payable Section, DFID Financial Management Group, Abercrombie House, Eaglesham Road, East Kilbride, Glasgow, G75 8EA, and in accordance with the remainder of clause 28.

28.2 DFID shall unless otherwise expressly provided in Section 4 make payments due by direct credit through the UK Bank Clearing Systems (BACS). All invoices must contain details of the UK bank account to which payments are to be made.

28.3 Invoices should include a form of letterhead, the Purchase Order number, bear an original signature and be numbered sequentially and dated. Each invoice should state the period the services were provided using “from” and “to” dates. The final invoice presented in connection with this Contract should be endorsed “Final Invoice”.

28.4 All invoices should correspond with the budget lines identified in the Schedule of Prices, Section 5 of this Contract.

28.5 DFID may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.

28.6 Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. DFID reserves the right not to pay any amount due in respect of an invoice received by DFID more than 90 days after the day of the Supplier becoming entitled to invoice for the payment to which it relates.

29. **Payments**

29.1 Subject to DFID being satisfied that the Supplier is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.

29.2 Payment shall be made in sterling in the UK. Expenses (if any) arising in foreign currency shall be reimbursed at the exchange rate stated in the London Financial Times “Guide to World Currencies” on the Friday immediately preceding the date on which the purchase was made or services acquired by the Supplier or, if this took place on a Friday, at the rate so stated on that day.

29.3 If for any reason DFID is dissatisfied with performance of this Contract, an appropriate sum may be withheld from any payment otherwise due. In such event DFID shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.

29.4 Should DFID determine after paying for a particular service that the service has not been completed satisfactorily, DFID may recover, or withhold from further payments, an amount not exceeding that previously charged for that service until the unsatisfactory service is remedied to its satisfaction.
FORCE MAJEURE AND TERMINATION

30. Force Majeure

30.1 Where the performance by the Supplier of their obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Supplier and against which an experienced Supplier could not reasonably have been expected to take precautions, the Supplier shall promptly notify DFID in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.

30.2 From the date of receipt of notice given in accordance with Clause 30.1, DFID may, at its sole discretion, either suspend this Contract for up to a period of 6 months ("the Suspension Period") or terminate this Contract forthwith.

30.3 If by the end of the Suspension Period the parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

31. Suspension or Termination without Default of the Supplier

31.1 DFID may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Supplier and giving the reason(s) for such suspension or termination.

31.2 Where this Contract has been suspended or terminated pursuant to Clause 31.1, the Supplier shall:

(a) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and

(b) provide to DFID, not more than 60 days after DFID notifies the Supplier of the suspension or termination of this Contract an account in writing, stating:

(i) any costs, if any, due before the date of suspension or termination;

(ii) any costs to be expended after the date of suspension or termination which the Supplier necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.

31.3 Subject to DFID's approval DFID shall pay such amount to the Supplier within 30 days after receipt from the Supplier of an Invoice in respect of the amount due.

32. Suspension or Termination with Default of the Supplier

32.1 DFID may notify the Supplier of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of DFID, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Supplier to remedy that dissatisfaction and the time within which it must be completed.

32.2 Where this Contract is suspended under Clause 32.1 and the Supplier subsequently fails to remedy the dissatisfaction DFID may terminate this Contract forthwith.

32.3 DFID may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Contract forthwith where:
(a) the Supplier or any member of the Supplier's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or

(b) the Supplier or any member of the Supplier's Personnel has committed an offence under the Prevention of Corruption Acts 1889 to 1916 or the Anti-Terrorism Crime and Security Act 2001 or in breach of Clause 17 of this Contract; or

(c) the Supplier is an individual or a partnership and at any time:
   (i) becomes bankrupt; or
   (ii) is the subject of a receiving order or administration order; or
   (iii) makes any composition or arrangement with or for the benefit of the Supplier's creditors; or
   (iv) makes any conveyance or assignment for the benefit of the Supplier's creditors; or
   (v) the warranty given by the supplier pursuant to Clause 41 is materially untrue; or
   (vi) the Supplier commits a material breach of its obligation to notify DFID of any Occasion of Tax Non Compliance as required by Clause 41; or
   (vii) the supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of DFID, are acceptable.
   (viii)

(d) the Supplier is a company and:
   (i) an order is made or a resolution is passed for the winding up of the Supplier; or
   (ii) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Supplier.

(e) the Supplier is a partnership or a company and there is a Change in Control. "Change in Control" means that the person(s) (including corporate bodies) directly or indirectly in Control of the Supplier at the time this Contract is entered into cease to be in Control. "Control" means the power of a person to secure that the affairs of the Supplier are conducted in accordance with the wishes of that person.

32.4 Where this Contract is terminated in accordance with this Clause, the Supplier shall without prejudice to DFID's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

32.5 Where this Contract is terminated pursuant to Clause 32.3(b) the Supplier shall pay DFID within 10 days of notification such amount as DFID shall have determined as the amount of any loss to DFID resulting from such termination together with the amount or value of any gift, consideration or commission concerned.

GENERAL PROVISIONS

33. Variations

33.1 No variation in the terms or scope of this Contract shall be effective without DFID's prior written consent and recorded in writing [in the form of a letter entitled "Contract Amendment No. "]. DFID shall have no liability in respect of work performed outside the Services set out in Section 3.

34. Assignment
34.1 Except where clause 34.2 applies, the Supplier shall not, without the prior written consent of DFID, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Supplier, any of its rights or obligations under this Contract or any part, share or interest therein.

34.2 Notwithstanding clause 34.1, the Supplier may assign to a third party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Supplier under this Contract (including any interest to which DFID is liable under the Late Payments of Commercial Debts (Interest) Act 1998). Any assignment under this clause 34.2 shall be subject to:

(a) reduction of any sums in respect of which DFID exercises its right of recovery under clauses 29.3 and 29.4;

(b) all related rights of DFID under the contract in relation to the recovery of sums due but unpaid; and

(c) DFID receiving notification under both clauses 34.3 and 34.4.

34.3 In the event that the Supplier assigns the right to receive the Contract price under clause 34.2, the Supplier shall notify DFID in writing of the assignment and the date upon which the assignment becomes effective.

34.4 The Supplier shall notify DFID of the Assignee’s contact information and bank account details to which DFID shall make payment.

35. Limit of Liability

35.1 Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Supplier or the Supplier’s Personnel the Supplier’s liability under this Contract shall be limited to the amount of the Financial Limit.

36. Retention of Rights

36.1 Clauses 5.2(b), 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 22, 23, 35.1, 37 and 38 of this Section 2 and any relevant clauses listed under Section 4 shall continue in force following the termination of this Contract.

37. Law

37.1 This Contract shall be governed by the laws of England and Wales.

38. Amicable Settlement

38.1 The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Contract. If the matter is not resolved by negotiation the parties will refer the dispute to mediation in accordance with CEDR (Centre for Effective Dispute Resolution in London, UK) procedures. If the parties fail to agree terms of settlement within 90 days of the initiation of the procedure the dispute may be referred to an arbitrator as agreed between the parties or failing such agreement as may be nominated by the President of the Law Society of England and Wales upon application of any party. The initiation of the procedure is defined as the written request to CEDR by any party for mediation provided that such request is copied to the other party (ies).

38.2 The decision of the arbitrator shall be final and binding on both parties.

38.3 The seat and place of arbitration shall be London.
39. **Transparency of UK Government Spend**

39.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not confidential information. DFID shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

39.2 Notwithstanding any other term of this Contract, the Supplier hereby gives their consent for DFID to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

39.3 DFID may consult with the supplier to inform its decision regarding any exemptions but DFID shall have the final decision in its absolute discretion.

39.4 The Supplier shall assist and cooperate with DFID to enable DFID to publish this Contract.

40. **United Kingdom Income Tax and National Insurance Contributions**

40.1 Where the Supplier is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

40.2 Where the Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

40.3 For those workers contracted on PAYE terms via the Supplier, their contract with the Supplier, signed in advance of any employment, will specifically state:

   “The Temporary Staff shall be engaged by and shall sign terms of engagement with the Supplier and at no stage shall be deemed to have employment or co-employment with DFID. The Supplier shall be responsible for payment of remuneration of the Suppliers Temporary Staff and for making statutory deductions and payment of all statutory contributions in response of earnings in relation to National Insurance and the administration of Income Tax (PAYE) applicable to the Contractors Temporary Staff by Law.”

40.4 Where the Supplier engages a limited company (“The Company”) on behalf of DFID, the contract they enter into sets out that The Company has responsibility for, and indemnifies the Supplier in respect of any tax and NI payments:

   “The Company shall indemnify the Employment Business in respect of any tax or employees national insurance together with any interest of penalties, costs or expenses incurred or arising out of or in connection with any such payments.”

41. **Tax Compliance**

   Particularly relating to occasions of Disclosure of Tax Avoidance Schemes (DOTAS) in line with General Anti-Abuse Rule (GAAR)

41.1 The Supplier represents and warrants that as at the Effective Date, it has notified DFID in writing of any Occasions of Tax Non-Compliance or any litigation that is involved in that is connection with any Occasions of Tax Non-Compliance.
If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

(a) notify DFID in writing of such fact within 5 Working Days of its occurrence; and

(b) promptly provide to DFID:

(i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(ii) such other information in relation to the Occasion of Tax Non-Compliance as DFID may reasonably require.
Section 3

Evaluation Study Terms of Reference

| Title: | Building resilience and managing risk in fragile and conflict-affected states: A thematic evaluation of DFID’s multi-year approaches to humanitarian action in the Democratic Republic of Congo, Ethiopia, Sudan and Yemen. |

1. Introduction

1. DFID is seeking the services of a Supplier with extensive experience in the evaluation of humanitarian programmes in fragile and conflict-affected states (FCAS) to undertake a thematic evaluation of four DFID humanitarian programmes in the Democratic Republic of Congo (DRC), Ethiopia, Sudan, and Yemen. Findings from these four country evaluations will then be combined with those from a parallel evaluation on Somalia, which is being commissioned separately.

2. The purpose of the evaluation is to generate learning and evidence on whether and how a multi-year humanitarian funding approach has enabled DFID programmes: 1) to ensure timely and effective humanitarian response; 2) to build disaster resilience; and 3) achieve better value for money. The evaluation will provide evidence to contribute to the management of these programmes at country level, and to inform DFID’s humanitarian policy more broadly. The evaluation findings are also expected to contribute to the global evidence base on good humanitarian practice and on how to build resilience in the most fragile and conflict-affected states.

3. A number of high quality products are expected over the life time of the evaluation. These will include:
   a. **Inception Report and Evaluation Framework**, which will include: a more detailed multi-country theory of change including indicators in relation to building disaster resilience in FCAS; proposals for revisions of country programme logframes (if necessary); evaluability assessment/evaluation methodology report for each country; workplan across countries, and a cross-country evaluation uptake strategy.
   b. **Formative evaluation report for each country**, which includes preliminary findings timed to contribute to respective programme annual reviews and project completion reports where possible. These formative reports will primarily be for the benefit of DFID country programmes to consider adapting programme implementation in response to preliminary evaluation findings.
c. **Summative evaluation report for each country**, which both provide high quality findings for DFID to inform programme management, as well as public goods informing the wider humanitarian community of lessons learned.

d. **Synthesis of the summative evaluation country reports (including Somalia)** which brings together and evaluates the collective findings of the package of summative evaluation findings. This should include the findings from an evaluation of DFID Somalia’s humanitarian programme which is being commissioned in parallel. This report will inform both DFID and global policy debates.

e. **Other final stage outputs**, including briefing papers and factsheets, which translate the findings from the synthesis and country summative evaluations into products for easy use by humanitarian policy-makers and practitioners. The precise number will be agreed when the contract is signed. Topics/ themes will be agreed during the final phase of the evaluation.

4. This evaluation is expected to run from February 2014 until August 2017, with a 6 month inception phase. There will be a possible extension of up to 12 months to this contract subject to need, review recommendations and budget availability. In the event of an extension, this would need to be agreed with the Senior Responsible Officer for the evaluation.

2. **Background**

5. More than 1.5 billion people live in countries which suffer the effects of weak or repressive political systems and/or are affected by conflict. Humanitarian assistance remains an important means of reaching the most vulnerable populations in these countries. The UK is a major humanitarian donor, and has been at the forefront of innovation in humanitarian response, including the creation of major new financing instruments. The UK also has a strong interest in supporting development outcomes in the most fragile and conflict-affected situations, allocating a growing share of its financial and policy resource to this area.

6. A number of major reports have identified two key challenges facing humanitarian action in fragile and conflict-affected states.
   a. While existing humanitarian interventions are designed to meet life-saving needs, there is increasing interest in whether and how aid interventions might also help to build the resilience of individuals, households and communities to future stresses and shocks\(^1\).
   b. How to ensure that if and when conditions deteriorate significantly, humanitarian efforts can be scaled up sufficiently in time to avoid major mortality\(^2\).

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7. Common to both these challenges is the issue of timing.

8. Historically, humanitarian aid instruments were designed on the assumption that need was likely to be transitory and temporary. The timeframe for humanitarian project cycles has been 6-12 months, with budgetary processes for the international humanitarian system organised around this approach, with annualised consolidated appeals, for example. Yet, most humanitarian aid, 55% globally is spent in countries that have been experiencing severe humanitarian need for more than eight years largely in a context of conflict and fragility. In other words, they are protracted crises. While long-term solutions are needed, it has often been difficult to attract long-time finance because political and security conditions limit the use of conventional development instruments. This has resulted in limited efforts to date to address the underlying chronic vulnerabilities of people and communities in FCAS contexts through building disaster resilience. Hence, the ‘gap’ between relief and development finance.

9. The second issue of timing relates to when to respond to spikes in need when environmental, political or other conditions deteriorate. A large literature attests to the human costs of late response in such circumstances. A repeated finding in this literature is that it can be very difficult to get timely decisions to scale up funding in the face of uncertainty as to whether a large crisis will really emerge, and then to translate release of funds into operations on the ground.

10. In order to address these two challenges, DFID has been developing a new approach to the financing of its humanitarian work in protracted crises. This approach combines two elements.

11. The first, is to provide predictable funding for up to four years, enabling partners to invest in the capacity required to meet humanitarian need, and to find new ways of enabling communities to build resilience. For example, DFID Ethiopia is supporting a 3 year partnership with UNHCR designed to meet sustainable livelihoods, as well as immediate needs, in protracted refugee settings.

12. The second, is innovative pre-approved internal risk financing arrangements that allow the UK to fund early warning/action preparedness activities and rapid response in the event of a ‘spike’ in need. For example, DFID Sudan has a pre-approved contingency of £21million, to

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4 For the previous 10 years the proportion of humanitarian assistance provides to long-term protracted crises was around 70% (see GHA (2012), Global Humanitarian Assistance: report 2012). The size of the Syria humanitarian response, however, has changed the proportions.
be used for response to new emergencies, such as intensification of conflict.

13. In addition, there is some evidence and strong inference that a multi-year approach will be more cost-effective than annual funding. For example, multi-year staff contracts should not only save recruitment and training costs, but also improve the effectiveness and efficiency as a result of international staff having better “systems” knowledge and the ability to invest in training of national staff. It should also allow economy savings on forward contracts, facilities’ leasing and vehicle purchases.

14. Underpinning the approach are three key hypotheses, and it is these that the evaluation is designed to test. These are that:

   a. By providing longer-term and predictable financing implementing partners will be able to respond more effectively to humanitarian need and to build resilience of extremely vulnerable communities in FCAS.

   b. That by securing pre-approved funding linked to specific triggers, the UK will be able to respond more quickly and effectively if and when conditions deteriorate.

   c. That multi-year financing will be more cost-effective and efficient than annualised humanitarian funding.

15. This evaluation will focus on four countries where DFID is using this multi-year approach to humanitarian funding: the Democratic Republic of Congo (DRC); Ethiopia; North Sudan and Yemen. A parallel evaluation of similar design is being commissioned for a multi-year business case in Somalia.

16. The multi-year programmes are all at different stages in the different countries. In some cases, implementing partners have been agreed for most if not all of the work (DRC and Ethiopia), while in others they have not yet been identified (DFID Sudan are in the process of launching call for proposals).

17. DFID partners will be expected to include monitoring and evaluation arrangements within their projects. The proposed work contained in these ToRs aims to be complementary to and benefit from partner M&E systems

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– not replace them, although a degree of consistency will be important. The evaluation work is expected to provide an objective assessment of both implementing partners performance and DFID programme management. Potential implementing partners include:

a. Non-governmental organisations (possibly in consortia);
b. United Nations Agencies and UN-led pooled funding arrangements (including WFP, UNHCR, UNICEF, as well as Common Humanitarian Funds).
c. The Red Cross Movement.

18. Each country programme covered by this evaluation has a different set of implementing partners. Between them, these four country programmes are expected to disburse over £400 million under the business cases that are the subject of this evaluation. A summary of the five multi-year country programmes (including Somalia) is included at Annex 1.

Wider context for the evaluation: resilience in fragile and conflict-affected situations

19. This evaluation is of strategic significance. The issue of how best to support communities living in the most fragile and conflict-affected situations is one of the most compelling challenges in humanitarian and development policy. Its findings in relation to both financing instruments and programming interventions have the potential to impact DFID’s work at country level and globally, as well as wider international policy.

20. Evidence suggests that poverty, particularly extreme poverty, is increasingly concentrated in these settings. No fragile state has yet to reach any of the Millennium Development Goals. Evidence also suggests that the effects of climate change and other natural hazards will be felt most sharply in these environments. The following sections map out this contextual background in order to frame the evaluation questions.

Defining disaster resilience

21. DFID defines disaster resilience as:

“..the ability of countries, communities and households to manage change, by maintaining or transforming living standards in the face of shocks or stresses - such as earthquakes, drought or violent conflict – without compromising their long-term prospects. (DFID, 2012: 6)

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8 More detailed information on partners for each programme is available in Business Cases signposted in Section 14 Existing Sources of Information
9 See, for example: Collier P (2007) Why the poorest countries are failing and what can be done about it, Oxford University Press. Oxford and New York.
11 Harris K et al (2013) ‘When Disasters and Conflict Collide: improving the links between disaster resilience and conflict’ Report to DFID.
22. The operational framework for building resilience links together an analysis of context; types of disturbance (shocks and stresses); capacity to deal with disturbance; and anticipated reaction to disturbance – and a population’s subsequent trajectory (see figure 1). It is holistic, multi-sectoral – for example between disaster risk reduction, social protection and climate change adaptation – and requires a long-term approach to funding and programming. A key issue for analysis by country programmes in designing interventions is the level at which support is provided, and where data are collected over the duration of the programme – individuals, households, communities, or regions.

Figure 1: DFID’s approach to resilience

23. The DFID 2011 Disaster Resilience approach paper included a commitment to generate evidence from the interventions which have successfully built disaster resilience in DFID programmes. This was further supported in the DFID strategy paper for promoting evidence-based approaches to resilience and humanitarian response.

24. The complexity of the concept of resilience, makes it difficult to measure whether, and how, and what different interventions actually look like and work in practice adding difficulty to the design of appropriate counterfactuals for evaluation. **A priority, then, is to develop better metrics in order to track whether and how different interventions deliver resilience outcomes.**

Resilience in FCAS

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12 DFID (2011), Defining disaster resilience: a DFID approach paper
13 DFID (2012), Promoting innovation and evidence-based approaches to building resilience and responding to humanitarian crises: a DFID strategy paper
25. Building resilience in fragile and conflict-affected environments is both particularly important and particularly challenging, and the need for the best possible evidence is strong.

26. It is particularly important for two reasons. First, there is a strong overlap between those countries most vulnerable to natural hazards and those affected by conflict and fragility. Kellet and Sparks¹⁴ estimate that between 2005-2009, 50% of those affected by natural hazards lived in fragile and conflict-affected states. This phenomenon is not simply a geographical accident, but rather reflects the second important characteristic of these states: their poverty. That is a strong correlation between poverty and vulnerability to shocks and threats¹⁵.

27. Poverty is heavily concentrated in FCAS (Kharas and Rogerson, 2012; World Bank, 2011).¹⁶ This poverty and vulnerability stems from multiple causes – political, economic and environmental - that interact with each other. In FCAS, these factors “stack up” to create extreme and often chronic vulnerability¹⁷.

28. Collinson et al¹⁸ outline how violence interacts with other more ‘routine’ drivers of poverty to create high levels of vulnerability. This analysis at the micro-level of livelihoods starts to explain why poverty and vulnerability reach such extreme levels in some countries. The 2011 famine in the Horn of Africa was the most recent tragic case of environmental and political factors combining with fatal results.

29. Most analysis of how to manage disaster risk and build resilience is premised on the existence of a benign and functioning state¹⁹. In FCAS, state institutions are at best unable to provide a framework for reducing risk and vulnerability. De Waal²⁰ and Keen²¹ argue, in many contexts, the problem is not simply that governments and armed actors passively fail to avert disaster. Rather, they actively create crises (and by extension “dependency” on relief) as part of a strategy of war, profiteering, and/or to contain populations²². In such contexts, efforts to build resilience are...
potentially highly political acts, going against the grain of the prevailing political economy.

30. A further key question in such environments, then, is how much space is there to enable populations to graduate from dependence on humanitarian aid to developing broader livelihoods opportunities to enable self-reliance. Bradbury documents how the promotion of ‘developmental relief’ had negative outcomes for Internal Displaced Persons (IDPs). In this case, aid agencies were encouraged to reduce rations (ostensibly to reduce dependency on aid), but this was done without first ensuring that these groups could access sustainable livelihoods. The result was to increase IDPs’ dependence on exploitative labour relations and a return to malnutrition levels above emergency thresholds.

31. In such contexts, a further key question is whether it is possible to build disaster resilience to multiple hazards, including extreme political shocks, conflict and natural threats. If so, to what degree, under what circumstances and at what level? When supporting the most vulnerable populations, what is the most appropriate timeframe to be thinking about communities (re-) establishing self-reliance? What are the necessary conditions to enable such a transformation? If resilience gains are unlikely to be significant in the short-term, to what degree is it necessary to plan to actually increase levels of support to enable both short term survival needs and medium term resilience objectives to be reconciled? To what extent does gender and other forms of social exclusion compound vulnerability and impact on resilience building activities? The evaluation team should keep these questions in view, and the extent to which answers can be gained from these particular programmes.

32. A combination of conceptual and practical innovation offers new opportunities to reduce the risks facing populations living in these most difficult environments.

33. At a conceptual level, ‘resilience’ is proving a powerful organising principle around which different actors – national, international, public and private - are able to convene in order to define common problems and solutions. In contrast to the concept of ‘linking relief and development’, the resilience approach has the advantage of being driven by an analysis of risk and vulnerability as opposed to the compatibility of different aid instruments.

34. More practically, the increasing concentration of aid finance in FCAS, combined with the prospect of multi-year financing through humanitarian windows, provides a practical opportunity to shift programming decisions from the short- to the longer term.

35. Lacking, however, is knowledge as to capitalise on these opportunities at field level. There is currently a lack of evidence as to how best to support

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individuals, households and communities facing multiple risks, including environmental change, political violence and economic decline.

36. This evaluation will be designed to develop this conceptual background into a framework for systematic capture and analysis of experience of operationalising the concept of disaster resilience in the most fragile and conflict-affected settings. The purpose of the evaluation is to generate learning and evidence on whether and how a multi-year humanitarian funding approach has enabled DFID programmes to:
   a. build disaster resilience (effectiveness/impact);
   b. ensure timely and effective humanitarian response (effectiveness); and
   c. achieve better value for money (efficiency).

3. Purpose, Objectives and Scope of the Evaluation

Rationale for the study

37. The purpose of this evaluation is to generate learning and evidence for DFID and the wider humanitarian community. It will both allow for course corrections within programmes, through contributions to annual reviews and for programme managers and advisers (formative component); and will build understanding on the most effective and efficient approaches for building resilience in FCAS (summative/synthesis components). Key outputs will be published, and should be of a high standard, meeting expected evaluation standards, including rigour and intellectual consistency.

38. Evaluation Criteria: this evaluation will use the core themes of the evaluation and programmes design(s) to focus on the following OECD DAC evaluation criteria: effectiveness, efficiency, coherence and impact:
   - **Effectiveness**: the extent to which the planned results were achieved, or are expected to be achieved
   - **Efficiency**: the measure of how economically resources/inputs (funds, expertise, time) are converted to results
   - **Coherence**: the extent to which there is consistency between an initiative at the wider policy context (e.g. developmental, trade, military, humanitarian, human rights).
   - **Impact**: the positive and negative, primary and secondary effects produced by an initiative, directly or indirectly, intended or unintended

39. The evaluation will be sequenced to produce a series of programme relevant outputs throughout the life of the relevant programmes for DFID country-offices, as well as evidence products for the wider humanitarian practitioner and policy-maker community. These are detailed further in the methodology section.

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24 Refer OCED DAC Criteria for Evaluating Development Assistance, see: www.oecd.org/dac/evaluation/daccriteriaforevaluatingdevelopmentassistance.htm
Evaluation questions

40. The design of the multi-year/pre-approved humanitarian funding approach has been driven by three key hypotheses (see para 16). These hypotheses, and their intellectual background, have been used to frame the three core evaluation questions.

41. These are presented below with provisional sub-questions framed according to DAC criteria. Following an evaluability assessment, the evaluation team will use these provisional questions (potentially modified/reduced in number), and the specific design of the relevant DFID programmes, to develop an Evaluation Framework. This will serve to inform an overarching Theory of Change, explicating how the multi-year approach to funding will enable more effective and efficient humanitarian response and build resilience in these challenging environments. Particular attention should be given to gender issues.

Question 1: Are vulnerable individuals, households and communities more resilient to shocks and stresses as a result of the work of DFID’ funded interventions? How do investments in resilience contribute to/compromise delivery of humanitarian outcomes?

Efficiency key questions might include:
- In what ways, if any does a disaster resilience approach contribute to improved operational efficiency on the part of DFID and its partners?
  In what ways does a multi-year approach to funding contribute to improved operational and administrative efficiency?
- To what extent did multi-year funds enable more timely release of financing in a rapid onset emergency?

Effectiveness key questions might include:
- What factors enable or hinder efforts to build resilience of populations in FCAS, and to what degree?
- What are the trade-offs, if any, between achieving humanitarian outcomes (including reductions in mortality and improvement in nutritional outcomes to below emergency thresholds) and efforts to build resilience?
- How have partners responded to the increased emphasis by DFID on disaster resilience and to the availability of multi-year financing? To what degree have they demonstrated the ability to innovate in terms of programme content, and in terms of management (including financial management) of humanitarian work? Factors enable or constrain partners to absorb and implement multi-year humanitarian funding?
- How did beneficiary communities perceive any shift towards longer term engagement and efforts to build resilience?
- In what ways do humanitarian and resilience outcomes differ for men and boys/ women and girls?
Coherence key questions might include:

- To what extent have multi-year approaches delivered a coherent DFID humanitarian portfolio (including between bilateral, country level planning and multilateral, centrally funded initiatives)?
- To what extent have the resilience approach and multi-year planning promoted greater coherence within DFID country programmes as a whole (i.e. between humanitarian and development), and beyond DFID in-country (including between aid and other HMG engagement, for example the International Climate Fund and conflict pools)

Impact key questions might include:

- What outcomes can be attributed to these programmes in terms of building disaster resilience?
- To what extent has disaster resilience programming and multi-year financing enabled ‘graduation’, and for whom? (getting people out of humanitarian need and able to access development programmes)?

Question 2: Has the availability of pre-approved DFID funding linked to specific triggers enabled DFID to respond more quickly and effectively when conditions deteriorate? [this component of the evaluation will only be applied where emergency funds have been triggered]

Effectiveness key questions might include:

- Was the design of the trigger appropriate? Once thresholds were reached, was the release triggered in a timely way allowing rapid release of funds?
- Did the existence of pre-approved funding enable DFID to respond more quickly than other donors, and/or than was the case in its response to previous similar crises?
- How were these early funds used? To what degree were they used to meet urgent lifesaving needs, and to what effect? To what degree did they enable individuals, households and communities to preserve their livelihoods and so maintain greater resilience?
- To what extent did DFID pre-approved contingency funds enable more timely and appropriate response to the “spike” in need?

Coverage key questions might include:

- What proportion of early needs were covered by UK funds? To what extent did the availability of UK funds affect the humanitarian effort overall. Was the availability of UK resource important in mobilising others? Was it adequate to have an impact given the totality of resources that were available?
- How did estimates of need at the time of the trigger assessment compare to the need outturn?
- In what ways did this initial response enable additional resources to flow and so ensure adequate coverage?
Question 3: To what extent does DFID multi-year and pre-approved contingency funding provide better value for money than annual funding for DFID and partners?

**Efficiency** key questions might include:

- In what ways has the multi-year approach yielded efficiency gains for DFID and its partners in relation to their response to (a) protracted crises and (b) rapid onset crises?
- To what extent, if any, did multi-year and pre-approval of contingency funds contribute to increase administrative efficiency? How did this compare to the estimates and targets for efficiency gains at the start of the programme?
- To what extent, if any, did multi-year and pre-approval of contingency funds contribute to operational efficiency? How did this compare to the estimates and targets for efficiency gains at the start of the programme?
- Are efficiency gains most notable in terms of administration or in terms of programming (e.g., forward purchase of food aid) for multi-year and pre-approved funding models?

42. The Evaluation Team and DFID will review these proposed evaluation questions during the inception phase of the evaluation, and agree a final list of questions which will be asked across the four country programmes.

4. **Recipients**

43. The primary recipient for this evaluation is thematic evaluation is DFID, particularly in relation to the inception and formative stages. However, the results of the summative evaluation and evaluation synthesis are expected to contribute to the global evidence base on good humanitarian practice and on how to build resilience in the most fragile and conflict-affected states.

5. **Requirements, Outputs and Timeframe**

44. The evaluation should take a strategic approach based on each country context, aiming to identify how multi-year humanitarian financing is supporting the timely response to acute need and helping build disaster resilience. The evaluation should not seek to evaluate each component of each humanitarian business case, but to answer the core evaluation questions, based on a representative sample of projects. During the formative stage of each country evaluation, the evaluators will be expected to adopt a user-driven approach with DFID country offices to develop an evaluation strategy that will guide the work over the life-time of the study.

45. As a thematic evaluation, the Evaluation Team will use a common evaluation framework across all four countries (Sudan, DRC, Ethiopia, and the Yemen), and will then synthesise findings to identify common threads. This final synthesis stage should also attempt to incorporate the findings
of the separately contracted Somalia humanitarian evaluation, which is asking similar questions.

46. As part of the common evaluation framework, it is expected that the core questions will be consistent across countries. Sub-questions may need to be tailored to country contexts to some degree. For example, depending on the focus of the country programme in building resilience of whom against what shocks and stress. However, a strong emphasis will be placed on ensuring that the questions asked and data collected can be synthesised to generate robust comparative findings.

47. The Evaluation Team will be expected to adopt a multi-disciplinary evaluation approach, drawing on mixed methods. They will be expected to undertaking high quality quantitative work that will give insights into issues such as cost effectiveness and coverage, as well as appropriate qualitative work to develop insights on how interventions have had an impact at a household and community level. Particularly important will be methods that ensure that the views of affected populations on the delivery and impact of interventions are fully represented. Where feasible, methods should seek to inform understanding of causality, as well as contribution. The team may consider using longitudinal studies and/or impact-orientated case studies. Bidders will be asked to map out the full range of approach and methods for gathering and analysing data, to be finalised in the evaluability assessment to be undertaken during the inception phase.

Evaluation ethics
48. Given the highly challenging nature of this evaluation, and the potentially life threatening nature of the issues involved, it is essential that the evaluators and implementing agencies adhere to strict ethical guidelines.

49. Contracts will only be awarded to Suppliers where evaluation ethics and appropriate ethical clearance protocols are embedded in their institutions or where they are approved by independent Ethics Review Committees who are responsible for giving ethical clearance. Evaluation teams will also be required to demonstrate adherence to current WHO protocols and DFID research and ethical guidelines. Suppliers will have to demonstrate that they are alert to the particular ethical and security issues that arise from working in conflict affected environments, including protection of local communities, and the need for vigilant data handling and management.

Evaluation outputs
50. It is envisaged the work will commence as soon as possible. February 2014 is the indicative start date. The successful supplier will then have a six month inception phase for finalising the design of the evaluation, which is expected to run until August 2017. There will be a possible extension of

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up to 12 months to this contract subject to need, review recommendations and budget availability. In the event of an extension, this would need to be agreed with the Senior Responsible Officer for the evaluation.

51. The evaluation is divided into four phases with the following outputs:

a. **Inception report: (0 - 6 months)**, This will include:
   i. a cross-country theory of change in relation to how multi-year approaches contribute to building disaster resilience in FCAS and enable more rapid response to spikes in demand;
   ii. an evaluability assessment/evaluation methodology approach for each country;
   iii. a series of indicators to measure progress in building resilience in FCAS and recommendations on changes to programme logframes;
   iv. an updated work plan across countries and a cross-country; and
   v. An evaluation uptake strategy.

52. The production of these inception outputs will be informed by a series of workshops with key stakeholders. Country offices may use the theory of change to revise the logframes in their respective programmes.

a. **Formative evaluation report for each country (between 7 -12 months)**, which includes preliminary findings timed as far as possible to contribute to country programme annual reviews. These reports will be for the benefit of DFID country officers to facilitate any course correction based on preliminary findings. Note that the four DFID programmes under evaluation have different durations and started at different times.

b. **Summative evaluation report for each country (12 to 24-43 months.) [To note that each programme has a different end date]**, assessment of medium-term outcomes and the trajectory towards longer-term impact. These evaluation reports will be public goods providing high quality findings for DFID and the wider humanitarian community. These should be timed as far as possible to coincide with respective programme project completion reports. A preliminary comparative analysis between the four case studies and the Somalia study will be undertaken.

c. **Synthesis of the summative evaluation country reports (including Somalia) (40-43 months).** This report will inform both DFID and global policy debates. Original qualitative and quantitative data should be made available for future analysis.

d. **Publication and Dissemination (ongoing until 43 months):** The evaluation team should also translated evaluation reports and findings into humanitarian policy and practitioner relevant evidence products, as well as academic journal articles where feasible, throughout the evaluation but particularly at the final stage. A series
The dissemination strategy may include at least one external event, and/or country briefings.

53. The inception, formative, summative and synthesis evaluation reports will all be published externally in line with DFID’s evaluation policy. It should be noted that the formative evaluation reports will act as interim evaluation reports for the final summative evaluation. Therefore the formative report will need to be presented as preliminary rather than conclusive, as the most salient evidence will emerge closer to the end of the evaluation programme. It is expected that DFID will publish its Management Response to the evaluation’s findings at both the summative and synthesis evaluation report stages.

54. In addition to the above outputs, the Evaluation Team will also be expected to produce quarterly and annual narrative reports on progress in a format stipulated by DFID. These reports will be submitted to the evaluation’s Management Group and Steering Committee. A template for the annual narrative report is included at Annex 4.

55. The evaluation will proceed to implementation only on acceptance of a quality assured and approved evaluation design by the Senior Responsible Officer/Management Group. The draft inception and evaluation design report, together with the final summative reports, will be quality assured externally, and the Evaluation Team will be required to respond accordingly to comments.

56. The evaluation team should work with the following stakeholders throughout the life-span of the project:
   - DFID Humanitarian advisers, results advisers and other relevant colleagues at country level; CHASE evaluation and resilience advisers; Africa Regional Department.
   - Key partners in each country including UN, NGO, Red Cross and other donors. The list of key non-DFID key partners will vary from country-to-country depending on the programme.

6. Skills and Qualifications

57. DFID is looking for a team with extensive knowledge and experience of conducting complex evaluations on humanitarian and development programmes, particularly in protracted crises and conflict-affected contexts. It is expected that the evaluation will be carried out by a multidisciplinary team with good knowledge of the case study countries. The team is expected to include expertise in: economics, livelihoods, nutrition, health and applied social science.

58. The evaluation team should also have a sound understanding of evaluation design and methods, understand the strengths and limitations of different approaches and how to accurately interpret and present findings to both researchers and non-researchers.

59. The project team will need to have a mix of skills that covers:
- Design of monitoring and evaluation frameworks;
- Quantitative evaluation and research methods, including economic analysis
- Qualitative evaluation and research methods;
- Humanitarian aid and the humanitarian architecture;
- Undertaking research in fragile environments (such as Sudan, DRC, Yemen and Ethiopia)
- Designing theories of change
- Credible track record in operating in insecure environments with appropriate concerns for duty of care considerations.
- Evaluation uptake and utilisation

60. The Team Leader will be responsible for overseeing the whole package of evaluations, and must be able to demonstrate the following expertise:
- Proven ability to design and deliver high quality complex evaluations on time and budget;
- Excellent knowledge of qualitative and quantitative methods, including in fragile and conflict-affected contexts;
- Exemplary written and oral communication skills;
- Strong inter-personal and negotiation skills, including the ability to manage poor performance;

7. Constraints and Dependencies
61. The timing for this evaluation will be complex, as the four DFID humanitarian resilience programmes are at different stages in their implementation and will be concluding at different times. Suppliers will need to plan carefully across country evaluations to ensure that findings can be drawn together at the appropriate milestones.

62. In addition, the Somalia humanitarian resilience programme is not part of the core evaluation, but will be brought in during the final synthesis stage. Suppliers will need to engage with the team of evaluators conducting this work at an early stage and be able to draw together findings at the appropriate time.

63. Other dependencies that Suppliers will need to consider in their work plan in relation to the delivery of findings include DFID programme Annual Reviews and Project Completion Reviews. These are moments during the DFID programme cycle where DFID Humanitarian Advisors are required to review programme performance against pre-agreed logical frameworks. This thematic evaluation, particularly in the inception and formative stages, should look to feed into these reviews where possible, but will not be expected to conduct them.
64. Suppliers in response to these Terms of Reference should also note whether there are any Conflicts of Interest with those who are implementing the DFID humanitarian programmes in the four countries. One of the core principles of DFID’s evaluation policy, is that all evaluations should be independent of programme implementation.

8. Implementation Requirements
65. Given the highly challenging nature of this evaluation, it is essential that the evaluators and implementing agencies adhere to strict ethical guidelines.

66. This requires approaches that go beyond usual research ethics of other areas of social research (e.g. confidentiality, problems of disclosure and the need to ensure adequate and informed consent). At a minimum, programmes should ‘do no harm’. Key points to be considered include:

   a. The safety of respondents and the evaluation team is paramount and should infuse all decisions and be monitored closely;
   b. Information gathering and documentation must be done in a manner that presents the least risk to respondents and the evaluation team, is methodologically sound, and builds on current experience and good practice;
   c. Protecting confidentiality of individuals is essential to ensuring safety of respondents and data quality;
   d. Anyone providing information about violence must give informed consent before participating in the study;
   e. Basic care and support for survivors must be available locally before commencing any activity that may involve individuals disclosing information about their experiences of violence. Links can be made with existing programmes or services. Study design should also include actions aimed at reducing any possible distress caused by the research;
   f. All evaluation team members should be carefully selected and receive specialised training and ongoing support;
   g. Additional safeguards must be put in place if children (i.e. under 18 years) are to be subject of information gathering;

67. Contracts will only be awarded to Suppliers where evaluation ethics and appropriate ethical clearance protocols are embedded in their institutions or where they are approved by independent Ethics Review Committees who are responsible for giving ethical clearance. Evaluation teams will also be required to demonstrate adherence to current WHO protocols and DFID research and ethical guidelines.  

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26 Refer to DFID, (2011), DFID ethics principles for research and evaluation, see: www.gov.uk/government/publications/dfid-ethics-principles-for-research-and-evaluation
9. DFID Co-ordination
68. The governance and management framework for this evaluation is laid out in Annex 2.

The evaluation is being commissioned and funded by the Humanitarian Innovation and Evidence Programme (HIEP), a joint initiative by DFID Research and Evidence Division, CHASE and Africa Regional Department, in collaboration with the country offices in the evaluation countries.

69. Overall responsibility for the study rests with the Head of the HIEP as the Senior Responsible Office and chair of the evaluation’s Management Group. Day to day contract management will be the responsibility of the DFID programme manager responsible for the contract based in the new DFID East Africa Regional Research Hub in Nairobi.

70. A Steering Committee will be formed, chaired by the Head of the HIEP and with representatives from the participating country offices, Africa Regional Department, CHASE and Evaluation Department. This Committee will be responsible for reviewing content and leading on the quality assurance of key evaluation outputs at key milestones.

10. Duty of Care and Security
71. A key criterion for selection of evaluation team will be its ability to manage large scale evaluations in insecure environments. The evaluation team will be responsible for their safety and well-being and of evaluation responders affected by their activities. The evaluation team is responsible for ensuring appropriate safety and security protocols for all personnel working on the evaluation. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

72. Rigorous hostile environment training is required for all staff prior to deployment in conflict areas. This training should be the equivalent of the UK government’s Security Awareness in Fragile Environments (SAFE) training course.

73. Evaluation teams must develop their pre-qualification questionnaire (PQQ) response and Tender (if invited to 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’s developed by DFID (see Annex 3) 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.
74. If the evaluation team is unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, the tender will be viewed as non-compliant and excluded from further evaluation.

75. 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. In providing evidence, interested contractors should respond in line with the Duty of Care Summary Assessment of Risk Matrix of the Pre-Qualification Questionnaire (PQQ).

76. DFID country offices will provide knowledge, guidance and assistance to the evaluation team regarding the likely risk. However, DFID will not provide direction on how to manage these risks. On commencing field work, DFID country offices will offer the evaluation team a security briefing based on the best available information. The Team Leader of the country studies should also act as the lead for the team on security issues. DFID will provide security updates to that person.

11. Risks

77. Risk of instability and conflict: By definition, there is a high degree of uncertainty regarding the operating environment in the countries of concern here. This means that the Evaluation Team will need to be prepared to plan for contingencies, including the possibility that one of the case studies may have to be dropped or substituted for another. The security situation will need to be continually reviewed and duty of care guidance considered.

78. Longevity of the evaluation: A further risk is with regard to continuity of personnel over the life time of the project, both in the evaluation team and within DFID. Ensuring continued availability of skills and commitment to the study over such a long period will be a challenge. Key to managing these risks will be:
   a. Effective management of data and institutional memory;
   b. Regular publication of high quality and relevant products, underpinned by a clear evaluation uptake strategy to reaffirm the value of the study and maintain buy-in at country level and globally;
   c. Good succession and contingency planning with regard to key members of the evaluation team;
   d. Effective handover by DFID staff in the event of staff rotation.

79. Link with the Somalia resilience evaluation: a separate team will be conducting the evaluation in Somalia but with findings being drawn together with those from this thematic evaluation during the final synthesis phase. Given the link, both evaluation teams will need to be in contact and coordinate from an early stage to ensure that the synthesis (as well as the timings) is feasible.
12. Break points

80. Due to the long duration and the nature of this work, the contract will have adequate provision for variation to adapt to changes that occur. DFID shall, as a condition of proceeding from one phase to the next, have the right to request changes to the contract, including the Services, the Terms of Reference and the contract price to reflect lessons learned, or changes in circumstances, policies or objectives relating to or affecting the evaluation.

81. The key review points for the monitoring and evaluation of the contract are at the inception phase, mid-year and end-year reviews. Continuation following a review point will be subject to the satisfactory performance of the Supplier during the preceding period, and the continuing needs of the evaluation.

82. DFID may terminate this contract pursuant to DFID Terms and Conditions Clause 31 and/or Clause 32 of Section 2, if agreed performance is not reached.

83. The Supplier shall use reasonable endeavours to keep financial commitments limited to the duration of each phase to avoid unnecessary expense in the event of early variation or termination of this Contract.

13. Quality Standards/Performance Requirements

84. A Steering Committee composed of key DFID staff will be created to review the content and technical quality assure all the key outputs (inception phase reports, formative and summative evaluation reports, and the final evaluation synthesis) within the evaluation cycle.

85. DFID’s Evaluation Policy makes it mandatory for all evaluations funded by the department to be independently quality assured at the draft final report stage. This quality assurance process is centrally managed by DFID’s evaluation department, with the actual quality assurance being undertaken by a number of different groups. For this thematic evaluation, independent quality assurance managed by EvD is expected for the:

- Inception report
- Country Formative Evaluations;
- Country Summative Evaluations;
- Final Evaluation Synthesis.

86. A Global Advisory Group will also be established, which brings together a wider group of DFID stakeholders with external experts. It is expected that this group will meet three times during the evaluation cycle, during the inception phase, after the formative evaluation phase, and after the summative evaluation phase but before the final synthesis has been completed. The role of this group will be to provide wider external quality assurance and challenge.
87. It is expected that this external QA and Global Advisory Group feedback will feed into Steering Committee discussions (see Annex 2 for outline of governance structure).

88. The Evaluation Team will be expected to incorporate the feedback from the independent quality assurance and the Steering Committee into the final reports. The Head of the Humanitarian Innovation and Evidence Programme as SRO and chair of the evaluation’s Management Group will be responsible for the final sign-off of outputs, based on quality assurance feedback from various groups and the Evaluation Team’s response to comments and recommended changes.

14. Budget
89. This is a complex evaluation, requiring mixed quantitative and qualitative methods, in four fragile and conflict-affected countries. Evaluation teams should thus budget accordingly.

90. The contract for this evaluation will broadly follow a payment-by-results model, with payments linked to the delivery outputs to satisfactory level of quality.

91. The below schedule of outputs is expected to be linked to payment milestones. Output payments will be made once evaluation reports have passed QA by DFID’s Evaluation Departments external quality assurance service (green or amber rating) and the evaluation’s Steering Committee. The evaluation’s Management Group will coordinate QA feedback and relay it to the Evaluation Team. The Group will also make the final decision on signing-off reports and output payments.

92. Evaluation Team should also note that on completion of the inception phase the Management Group will also make the decision about whether the evaluation should progress to implementation phase. This will be reflected in a break clause in the evaluation contract.

<table>
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<tr>
<th>Outputs</th>
<th>Timing</th>
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<tbody>
<tr>
<td><strong>Inception phase</strong></td>
<td></td>
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<tr>
<td>- Inception report (including resilience theory of change, logframe recommendations, series of indicators for building resilience in FCAS, and revised work plan across countries)</td>
<td>6 month</td>
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<tr>
<td>- evaluability assessment/evaluation methodology report for each country; cross-country evaluation communications strategy</td>
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<tr>
<td><strong>Implementation phase</strong></td>
<td></td>
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<tr>
<td><strong>Formative evaluation report for each country</strong></td>
<td>12 months</td>
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<td>-----------------------------------------------</td>
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</tbody>
</table>
| **Summative evaluation report for each country** | (between 24 and 50 months)  
**DRC:** programme finishes December 2017  
**Sudan:** programme finishes March 2016  
**Ethiopia UNHCR:** programme finishes December 2015  
**Ethiopia WFP:** programme finishes March 2016  
**Ethiopia Humanitarian Response Fund:** tbc (under development)  
**Yemen OCHA Emergency Response Fund:** March 2015  
**Yemen improving nutrition:** March 2015  
**Yemen assistance to people in the most conflict-affected areas:** December 2014  
**Yemen Humanitarian Resilience Programme:** August 2015 | 54 months |
| **Synthesis of the summative evaluation country reports (including Somalia) and other synthesis evidence products for humanitarian practitioners and policy-makers** | 54 months |

### 15. Evaluation Uptake

93. In order to realise strategic impact, it will be important that the evaluation team is able to communicate effectively its preliminary and final findings to key audiences. As part of the inception phase the Evaluation Team will be required to produce an evaluation uptake plan for the project, recognising the range of different audiences. This should include a comprehensive range of written outputs including peer-reviewed journal articles, thematic briefs and articles targeted at humanitarian practitioners and policy-makers within DFID and internationally.

94. A proactive approach will be expected from the Evaluation Team to create and take advantage of appropriate fora for discussion and dissemination of the evaluation’s findings during the whole evaluation work programme. This approach should ensure findings are feed into policy and programming.

95. In line with the UK Government’s Freedom of Information Act and the International Aid Transparency Initiative, all DFID-funded all of the key evaluation reports set out in these Terms of Reference will be made available.
publically available. This should include publication and ensuring open access to underlying data sets where appropriate\textsuperscript{27}.

96. Further guidance can be found in DFID’s Evaluation Policy and Research Uptake Guidance (see Section 16).

16. Existing information sources

**DFID Humanitarian business case covered by the evaluation:**
*Included below and attached as separate documents are the business cases for the four DFID country humanitarian programmes which will be covered by this evaluation.*

DFID DRC Multi-year Humanitarian business case

DFID Sudan Multi-year Humanitarian business case – (business case not currently available)

DFID Ethiopia Multi-year World Food Programme Humanitarian business case

DFID Ethiopia Multi-year UN High Commissioner for Refugees business case

DFID Ethiopia Multi-year Humanitarian Response Fund business case – under development.

DFID Yemen: Improving Nutrition in Yemen business case -

DFID Yemen: Humanitarian assistance to people in the most conflict-affected parts of Yemen business case

DFID Yemen: Yemen Humanitarian Resilience programme business case – attached as a separate document

DFID Yemen: OCHA Emergency Response Fund business case -

DFID Somalia Multi-year Humanitarian business case – attached as a separate document (Only in relation to the final evaluation synthesis)

DFID Policy documents

The below are key external documents which set out DFID’s overarching position in relation to resilience building from policy, programming and research perspectives. They are therefore important scene setters for this thematic evaluation. Also organisationally this thematic evaluation will sit within the programme of work to implement the DFID Humanitarian Innovation and Evidence Strategy.


DFID, (2011), Saving lives, preventing suffering and building resilience: the UK Government’s Humanitarian Policy

DFID (2011), Defining disaster resilience: a DFID approach paper

DFID (2012), Promoting innovation and evidence-based approaches to building resilience and responding to humanitarian crises: a DFID strategy paper

Independent Commission on Aid Impact (ICAI) report on DFID’s response to the Horn of Africa Crisis.

DFID internal guidance documents

The below are key DFID-wide policy and guidance documents in relation to conducting evaluation and research, as well as the Department’s approach to value for money.

DFID (2013), DFID Evaluation Policy 2013

DFID Ethical principles for research and evaluation

DFID VFM guidelines:

DFID (2013), Research Uptake: a guide for DFID-funded research programmes:
In addition, this thematic evaluation will look to feed into DFID humanitarian programme Annual Reviews (AR) and Project Competitions Review (PCR). Guidance on DFID ARs and PCRs is available below:


Other key documents

The below documents are other key research and consultancy reports commissioned by DFID on the topics of resilience in fragile and conflict-affected states, economics of early response and disaster resilience activities, and the vfm implications of multi-year humanitarian finance. All have helped shape this evaluation Terms of Reference.


16. Other information

97. The DFID’s mission is to help eradicate poverty in the world’s poorest countries and this is underpinned by our set of values:

- Ambition and determination to eliminate poverty
- Ability to work effectively with others
- Desire to listen, learn and be creative
- Diversity and the need to balance work and private life
- Professionalism and knowledge

98. DFID wishes to work with Suppliers who embrace the above, and also demonstrate Corporate Social Responsibility (CSR) by taking account of economic, social and environmental factors. These practices, whether
operated locally, regionally or internationally, should also comply with International Labour Organisation (ILO) core standards on labour and social matters.
## Annex 1 – Summary of DFID Humanitarian programmes covered by the Thematic Evaluation (see individual business cases for further detail)

<table>
<thead>
<tr>
<th>DRC (three DFID programmes)</th>
<th>Ethiopia (three DFID programmes)</th>
<th>Sudan (four DFID programmes)</th>
<th>Yemen (four DFID programmes)</th>
<th>Somalia (synthesis only)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Objectives</strong></td>
<td><strong>Objectives</strong></td>
<td><strong>Objectives</strong></td>
<td><strong>Objectives</strong></td>
<td><strong>Objectives</strong></td>
</tr>
<tr>
<td>1. Achieve results for vulnerable people</td>
<td>1. Support for refugees (UNHCR programme)</td>
<td>1. Building community resilience to shocks and stresses and strengthening early warning</td>
<td>1. Treat and prevent under nutrition amongst women and children (UNICEF nutrition programme)</td>
<td>1. Respond to continued humanitarian need</td>
</tr>
<tr>
<td>2. Reforming the humanitarian community</td>
<td>2. Address acute malnutrition (WFP programme)</td>
<td>2. Humanitarian assistance and protection to acute needs</td>
<td>2. Building community resilience to shocks and protection/assistance to vulnerable groups (e.g. IDPs &amp; migrants) (Resilience Programme).</td>
<td>2. Build resilience for the chronic case load of vulnerable people</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4. Assistance and protection to civilians affected by complex emergencies (conflict-affect people Programme)</td>
<td></td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Budget</th>
<th>Type of funding</th>
<th>UNHCR: £15m (no contingency)</th>
<th>WFP: £60m baseline (2013/14-2014/15) £15m contingency over four years (2012/13-2014/15) Humanitarian Response Fund (HRF): under development</th>
<th>£88m baseline £21m contingency over three years, capped at £7m per year</th>
<th>UNICEF nutrition: £35m (no contingency) Resilience programme: £38m (no contingency) OCHA ERF: £4.9m (no contingency) Conflict-affect people: £12.6m (no contingency)</th>
<th>£105m baseline £10m per year contingency</th>
</tr>
</thead>
<tbody>
<tr>
<td>£135m (no contingency in-built)</td>
<td>Combination of annual appeals and multi-year funding</td>
<td>All Multi-year only</td>
<td>Combination of annual appeals and multi-year funding</td>
<td>UNICEF nutrition programme: multi-year only, Resilience programme: multi-year only OCHA ERF: annual appeals. Conflict-affect people programme: multi-year only</td>
<td>Combination of annual appeals and multi-year funding</td>
<td></td>
</tr>
<tr>
<td>Timing</td>
<td></td>
<td><strong>WFP</strong></td>
<td></td>
<td><strong>UNICEF nutrition programme</strong>: January 2012 – March 2015</td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td><strong>UNHCR</strong>: August 2012 – December 2015</td>
<td></td>
<td><strong>OCHA ERF</strong>: March 2013- March 2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>HRF</strong>: Tbc 2014/15 - 2016/17</td>
<td></td>
<td><strong>Conflict-affect people programme</strong>: March 2013- December 2014</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drivers of vulnerability</td>
<td>UNHCR programme: Conflict and fragility in Ethiopia, Somalia, Sudan, Eritrea and Kenya</td>
<td>Conflict, natural disasters, market collapse, and political and ethnic tensions.</td>
<td>UNICEF nutrition programme: Ill health and bad quality diet as a result of gender inequality (limiting women’s access to food); low levels of breast feeding; and an unhealthy environment caused by a lack of clean WASH. Food insecurity more widely. <strong>Resilience programme:</strong> commodity and food price volatility, breakdowns in security and prevalence of natural or climate related disasters. <strong>OCHA ERF:</strong> cycles of violence and instability, leading to disruption in public services and economic downturn. Natural hazards including floods and landslides. <strong>Conflict-affected people programme:</strong> as above</td>
<td>Climate variation, insecurity (due to lack of governance and rule of law), limited urban/rural livelihood opportunities, and market instability.</td>
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<td></td>
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<tr>
<td>Violent conflict, widespread severe malnutrition and disease epidemics</td>
<td><strong>WFP programme:</strong> natural shocks (drought, flood, disease); economic shocks (high inflation); conflict (especially in Somali Region) and climate change. <strong>HRF:</strong> tbc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resilience building of what to what</td>
<td>Communities to chronic vulnerabilities. Focus on financial/economic resilience enhancing.</td>
<td><strong>UNHCR:</strong> Refugees in Ethiopia to acute and chronic vulnerabilities. Focus on financial/economic and social/human resilience enhancing. <strong>WFP:</strong> Individuals/households to acute vulnerability. <strong>HRF:</strong> tbc</td>
<td>Communities to chronic and acute vulnerabilities. Focus on longer-term financial/economic resilience enhancing.</td>
<td><strong>UNICEF nutrition programme:</strong> Women and children to both chronic and acute undernutrition. Combination of immediate humanitarian assistance (e.g. therapeutic feeding) and longer-term training of community volunteers and health workers. <strong>Resilience programme:</strong> households, communities and vulnerable groups (IDPs and migrants specifically). <strong>OCHA ERF:</strong> IDPs, communities hosting displaced populations and other conflict-affected people in urban and rural areas. Focus on acute needs. <strong>Conflict-affected people programme:</strong> People affected by violence and armed conflict, including IDPs and host communities.</td>
<td>Households to chronic vulnerability. Focus on longer-term financial/economic resilience enhancing</td>
<td></td>
</tr>
<tr>
<td>Potential sectors funded</td>
<td>UNHCR (targeting refugees)</td>
<td>Nutrition, health, WASH, non-food items, shelter, protection, food security &amp; livelihood assistance.</td>
<td>Nutrition, health, WASH, food security &amp; livelihoods</td>
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<tr>
<td>--------------------------</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nutrition, health, GBV, WASH, food security &amp; livelihoods</td>
<td>Nutrition, sanitation and WASH, non-food items, education, and GBV.</td>
<td>UNICEF nutrition programme: nutrition, WASH, &amp; health Resilience programme: food, water, livelihoods, shelter, and protection/assistance.</td>
<td>Nutrition, health, shelter, WASH, and livelihoods</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WFP</td>
<td>HRF: tbc</td>
<td>OCHA ERF: (2013 priorities) food security, health, nutrition, protection and landmines. Conflict-affected people programme: food and non-food items, emergency livelihood interventions, water and sanitation services, shelter, health care and protection (increased awareness of IHL and capacity strengthening for Yemeni Red Cross).</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
Annex 2 – Evaluation Governance and Management Structure

2. Overview of the structure

**Management Group**
Chaired by the Head of the Humanitarian Innovation and Evidence Programme (HIEP) (Senior Responsible Officer), East Africa Regional Hub Programme Manager; representatives from CHASE and ARD.

Overall oversight of the evaluation. Final decision-making and ultimate budgetary responsibility. *Meets regularly*

**Steering Committee**
Representatives from Country Offices, CHASE, ARD, and RED

Chaired by the Head of HIEP, with representatives from each Country Office, ARD, CHASE and RED

*Meets quarterly or as required.*

**Evaluation Management**
Evaluation Team

Manages implementation and delivery of the evaluation in DRC, Sudan, Ethiopia and the fourth country.

*Regular meetings with the Management Group (every 2 weeks in the inception phase). Formal written progress reports every 3 months & annual reports to the Management Group/Steering Committee.*

**Evaluations in DRC, Ethiopia, Sudan and the fourth country (input from Somalia evaluation)**
- Inception Report
- Formative Evaluation
- Summative Evaluation
- Synthesis (incl Somalia)

**Global Advisory Group**
DFID wider stakeholders and external experts.

Reviews and advises on key outputs during the evaluation.

*Meets 3 times during the evaluation*

**DFID Evaluation Department external Quality Assurance At key milestones**

**DRC Advisory Group**
e.g. Humanitarian advisor, results & evaluation advisors etc

*Meeting at key milestones*

**Sudan Advisory Group**

**Ethiopia Advisory Group**

**Yemen Advisory Group**
2. Summary of governance, management and quality assurance arrangements

Resilience Thematic Evaluation Management Group

Aim:
- Overall oversight and budgetary responsibility for the evaluation.
- Advises and reviews actions and risks relating to programme planning and delivery, set against the agreed timetable.
- Final decision-making body of the evaluation. Gives final sign-off for key evaluation outputs (inception, formative, summative and synthesis reports).
- Agrees content of specific evaluation outputs, in consultation with the Steering Committee.
- Coordinates formal feedback from the Steering Committee, Global Advisory Group, and others as appropriate.
- Leads on the resolution of any disputes with the Evaluation Team.
- Responsible for coordinating the production of the Management Response to the evaluation’s findings.

Membership:
- Chaired by the Head of the Humanitarian Innovation and Evidence Programme (HIEP) who is also the Senior Responsible Officer for the evaluation
- East Africa Research Hub Programme Manager (vice chair)
- Representatives from CHASE and ARD.

The Evaluation Team will not be a member of this group, but will be asked to attend meetings and present on the evaluation’s progress and planned activities.

Reporting:
- Meets as required, likely every 2 weeks during the inception phase (by teleconference)
- Date and time of meetings organised by the chair.
- Agenda to be set out by the chair before each meeting
- Chair to circulate action points with 4 working days of each meeting.

Suggested standing agenda items:
- Progress since previous meeting
- Highlighting where areas are off-track set against the agreed timeframe and delivery plan
- Plan for next actions set against the timeframe
- Any new or changing risks, and actions to manage risks
- Financial and budget report

Resilience Thematic Evaluation Steering Committee
Aim:
- Provides expert technical guidance and advice at key output milestones during the evaluation (inception, formative, summative, and synthesis stages). Comments on key reports and receive formal quality assurance reports.
- Ensures that the evaluation is closely aligned with the DFID humanitarian programmes under review.
- Promotes the uptake of the findings from the evaluation both within DFID and outside.

Membership:
- Chaired by the Head of the HIEP
- Humanitarian Advisor DFID Sudan
- Humanitarian Advisor DFID Ethiopia
- Humanitarian Advisor DFID DRC
- Humanitarian Advisor DFID Yemen
- CHASE representatives
- ARD representatives

Present at meeting, but not as a member will also be the EARH Programme Manager.

Others expected to attend and be present as appropriate:
- Management Group members
- Evaluation Team

Reporting:
- Meets every quarter or at key output milestones (inception, formative, summative, and synthesis). Meetings by telephone conference or video conference with one physical meeting per year in Nairobi.
- Date and time of meetings organised by the EARH programme manager.
- Meeting agendas to be sent by the Chair before each meeting.
- Evaluation Team to prepare a written Progress Report according to an agreed template for Committee meetings.
- All key evaluation reports (inception, formative, summative, and synthesis) to be submitted to the Steering Committee.
- Progress Reports and other reports sent 5 working days before each meeting.
- Meetings managed and minuted by the EARH programme manager, action points to be circulate within one week.
- EARH programme manager will be responsible for coordinating and forwarding on all QA feedback to the Evaluation Team.

Global Advisory Group

Aim:
- Provides content and quality assurance at key output milestones during the evaluation
Membership:

- Members to be appointed by the Steering Committee
- Global Reference Group should ideally consist:
  - Chair - to be confirmed
  - DFID wider stakeholders, including analytical colleagues based in Country Offices and colleagues working on resilience programming more broadly.
  - External experts including academia, operational NGOs, UN agencies and others.
- Members of the Steering Committee and Evaluation Monitoring Group may be observers of this group. The Evaluation Team may also be present at these meetings.

*The exact membership of this group is still to be determined, but the idea is to bring together a combination of key institutional leads with individuals with extensive humanitarian research/evaluation and operational experience.*

Reporting

- Meetings will be linked to key output milestones in the evaluation. It is expected that the group will meet only three times during the evaluation – before the end of the inception phase, after the formative phase, and after the summative phase but before the final synthesis.
- Date and time of meetings will be determined by the evaluation workplan and will be organised by the Evaluation Team.
- Agenda to be set by the EARH in coordination with the Chair before each meeting.
- EARH to capture and circulate decisions/actions within five working days of the meeting. The Steering Committee and DFID Country Office Advisory Groups are to be sighted on the minutes from Global Advisory Group meetings.

Country Office Advisory Groups

*Country Offices involved in the evaluation may establish a County-level Advisory Groups to provide country specific assurance and also promote the uptake of the evaluation.*

Aim:

- Provides content and quality assurance of key evaluation outputs relevant to the Country Office.
- Role in promoting uptake of the findings of the evaluation and contributing to the evaluation’s Management Response.

Membership:

- Advisory Groups could be built into existing DFID country office humanitarian coordination groups, bring in others with a specific interest in the evaluation.
Country Office Advisory Groups could include:
- Lead DFID Humanitarian Advisor (Chair)
- DFID evaluation, results, or stats advisors
- DFID advisors from linked development programmes – e.g. social protection, livelihoods, and climate change adaptation
- External stakeholders.

The Evaluation Team may be present at these meetings as appropriate.

**Reporting**
- Ad hoc meetings linked to key output milestones in the evaluation (inception, formative, summative, and synthesis stages).
- DFID Country Humanitarian Advisors to capture and share discussion points with the Management Group and Steering Committee.

**DFID Evaluation Department external Quality Assurance**

**Aim:**
- External quality assurance.
- All DFID funded final evaluation reports must be quality assured by the Evaluation Department’s external quality assurance service.

**Reporting**
- Terms of Reference for the evaluation pre-competition.
- Inception, Formative, Summative and Synthesis evaluation reports to be submitted to the EvD external evaluation quality assurance service.
- Feedback within 10 working days to the Evaluation Management Group. The EARH Programme Manager will be responsible for coordinating all external QA feedback.
Annex 3 – Duty of Care Risk Assessments for Ethiopia, DRC and Sudan for this Thematic Evaluation

Date of Assessments: August/September 2013

<table>
<thead>
<tr>
<th>Risk</th>
<th>Ethiopia</th>
<th>DRC</th>
<th>Sudan</th>
<th>Yemen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Somali Region</td>
<td></td>
<td></td>
<td></td>
<td>Urban centres and rural areas across the country, except those rated as very high risk (to be agreed prior to award of contract).</td>
</tr>
<tr>
<td>Amhara Region</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>National (unspecified location)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kivus</td>
<td>3 (medium)</td>
<td>3 (medium)</td>
<td>3 (medium)</td>
<td></td>
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<tr>
<td>Kinshasa</td>
<td></td>
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<tr>
<td>Sudan</td>
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<tr>
<td>Darfur</td>
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<tr>
<td>East Sudan</td>
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DFID overall rating

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<tr>
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<th>DRC</th>
<th>Sudan</th>
<th>Yemen</th>
</tr>
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<tbody>
<tr>
<td>4 (high)</td>
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<td>3 (medium)</td>
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<td>4 (high)</td>
<td>2 (low)</td>
<td>3 (medium)</td>
<td>3 (medium)</td>
<td>4 (high)</td>
</tr>
<tr>
<td>4 (high)</td>
<td>2 (low)</td>
<td>3 (medium)</td>
<td>3 (medium)</td>
<td>4 (high)</td>
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</table>

FCO travel advice

<table>
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<tr>
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<th>Sudan</th>
<th>Yemen</th>
</tr>
</thead>
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<tr>
<td>Not</td>
<td>Not</td>
<td>Not</td>
<td>Not</td>
<td>Not available</td>
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</table>

Host nation travel

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<th>DRC</th>
<th>Sudan</th>
<th>Yemen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not</td>
<td>Not</td>
<td>Not</td>
<td>Not</td>
<td>Not available</td>
</tr>
</tbody>
</table>

28 This risk assessment highlights risks for the Somali Region. However, zones in the northern part of the Region Fafan (Jijiga) and Siti (Shinile) are largely agreed to be less hazardous than the zones in the south and may carry a lower-than-4 risk rating if assessed in its own right.

29 These scores are based on an assessment done in September 2013. The security situation is dynamic and should be monitored closely. The DFID Sudan office would be able to provide any further information to any prospective suppliers.

30 These scores are based on an assessment done in August 2013, when security threat levels are unusually high. The score for security in the period prior to this concern would have been a 4. The situation is highly volatile, and should be monitored closely. Organisations bidding for this contract should be able to operate in all but the most severe security risk scenarios.
<table>
<thead>
<tr>
<th>Nature of Project/Intervention</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Low risk</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
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<tr>
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<tr>
<td>Med risk</td>
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<tr>
<td>High risk</td>
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<tr>
<td>Very High risk</td>
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<tr>
<td>SIGNIFICANTLY GREATER THAN NORMAL RISK</td>
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Annex 4 – Annual Narrative Reporting Format

- Humanitarian Innovation and Evidence programme: project Annual Review reporting template and guidance

(Adapted from the Department for International Development: Research and Evidence Division, PROGRAMME ANNUAL REPORT FORMAT, January 2013)

Research and Evidence Division (RED) has updated the format for annual reporting by research and evaluation projects. Our aim is to enable projects to report on their activities in a logical and proportionate manner. To that end, we have specified a tightly defined structure with page limits. There is, though, a section for further information. Please complete all sections, but avoid duplication (by referring, where appropriate, to material presented elsewhere).

- SUMMARY OF HEADINGS FOR PROJECT ANNUAL REVIEW

TITLE PAGE

PROJECT DESCRIPTION

OVERVIEW OF THE YEAR
Progress and achievements
Challenges and disappointments
Context (update)

LOGFRAME OUTPUTS
Business case logframe outputs
Project logframe outputs

OUTPUTS: ADDITIONAL INFORMATION
Highlight(s)
Other Outputs

UPAKE / ENGAGEMENT WITH BENEFICIARIES

OUTCOMES AND IMPACTS

COSTS, VALUE FOR MONEY AND MANAGEMENT

WORK PLAN & TIMETABLE

RISK

MONITORING AND EVALUATION

COMMUNICATIONS AND PROMOTION

FURTHER INFORMATION
Theory of Change
Research methods
Challenges and lessons learnt
Other or supplementary information

ANNEXES
Logframe
Financial documents
Forward work plan
List of outputs (optional)

GUIDANCE NOTES

1. TITLE PAGE
As well as your project name, please state the period covered by the report, the date of the
report (and version, if appropriate) and list the author(s), with an email address for the author with lead responsibility.

2. PROJECT DESCRIPTION
1 page

Please provide an introduction to your project, aimed at a reader within DfID who may not be familiar with it. Include: brief description of purpose and activities, lead & partner organisations, countries covered, start & end dates and total budget approved with spend to date (as of the reporting period end date).

This should also include which business case within the Humanitarian Innovation and Evidence Programme (HIEP) the project is reporting against. The business cases are available on the DFID external website:

- Business Case 1: improved analysis of disaster risk and increased capacity to deliver humanitarian assistance ([link](#))
- Business Case 2: greater use of evidence and innovation in humanitarian responses ([link](#))
- Business Case 3: improving the evidence base for humanitarian practice ([link](#))

Please speak to the HIEP Secretariat if you do not know which business case your project is reporting against.

3. OVERVIEW OF THE YEAR
1-3 pages

Progress and achievements
Please outline the progress of your activities this year and summarise your achievements.

Challenges and disappointments
Please summarise candidly the difficulties or setbacks you have faced.

Context (update)
Outline any key contextual changes, as well as noting major additions to the relevant
literature or data. Is there any new evidence available that supports or challenges the project design or rationale?

4. LOGFRAME OUTPUTS

1-2 pages per output

This is the core section of the report.
Each project should have its own theory of change and logframe. However, these should be derived from the theories of change and logframes set out in the three HIEP business cases.

In section 1 you will have set out which business case this specific project comes under. Please start this section by setting out which high-level logframe outputs in the relevant business case this project is reporting against. Business case logframes can be found:

- Business Case 1 – logframe (link)
- Business Case 2 – logframe (link)
- Business Case 3 – logframe (link)

Please report carefully for each output in turn. This should be for both the business case logframe outputs and the project’s more specific logframe outputs, although the former is likely to be more high-level. Describe progress to date, and relate this to the progress expected (logframe indicators and milestones). Reflect on your strengths and challenges, as well as lessons learned. You may comment on future plans in relation to specific output(s), though use section 8 for reporting on your overall work plan.

This section should include reporting on how gender is being addressed in the project. This should include assessment on how gender issues are addressed in research (design, methods, outputs), any capacity building efforts, and research uptake strategies.

Please also ensure satisfactory coverage in this section of research capacity building (or, where appropriate, simply note that the project does not have a capacity building element).
NB. You must report on an agreed version of the logframe. You may, of course, suggest amendments for consideration and, if agreed, for use in future reports.

5. OUTPUTS: ADDITIONAL INFORMATION

 Highlight(s)
 up to 1 page

If you wish to highlight certain output(s) as especially salient please list these here, with brief explanation(s).

Other Outputs
 up to 1 page

Please describe any outputs from this year which have not been captured in section 3 (logframe outputs).

6. UPTAKE / ENGAGEMENT WITH BENEFICIARIES

Up to 2 pages

Please report on progress with and your plans for research uptake and engagement with beneficiaries. Please comment on any monitoring or analysis of feedback or perceptions on the programme from beneficiaries.

7. OUTCOMES AND IMPACTS

Up to 2 pages

Please report briefly on occurrences of outcomes and impacts, including intended and unintended, positive and negative outcomes. You should consider the business case and project logframe’s ‘outcome’ and ‘impact’ (singular). But please do not limit your reporting to these, as we are interested in outcomes and impacts (plural) more broadly defined:

Outcomes are all the effects which may be linked causally to a programme’s outputs and
work;

Impacts are the development-level effects which can be attributed to a programme through comparison with the counterfactual (that is, the absence of the programme); or for which there is reasonable evidence that the programme made a direct contribution.

Finish with a brief update on your plans to generate outcomes.

NB. We do not expect detailed annual reporting here, partly because we recognise that key outcomes & impacts may well occur towards the end or after the completion of a programme. However, if at any time you would like to document outcomes and impacts more fully, please do contact us.

8. COSTS, VALUE FOR MONEY AND MANAGEMENT

1-3 pages

Please tell us how you are doing financially and explain variations from plans:
Is the project on-track against financial year budgets?
How did your forecasting of the project expenditure during the year compare against the actual expenditure claimed?
Have there been of any large (in excess of 5%) budget variations during the period?
Are future costs on or off track against the last full budget / forecasting profile?
Are there any changes in the cost structures (e.g. exchange rates)?
What percentage of your total programme budget for the year was funded by DfID?

Please also update on value for money (VfM):
What financial, procurement and programme management steps are in place to maintain and improve value for money throughout the programme? Examples of what we are looking for here could include:
Decisions taken by the programme to ensure all spending decisions are guided by VfM principles;
Role of partner organisations in delivering VfM;
Monitoring of quality of and time taken to deliver outputs;
Qualitative assessment of developing capacity and performance amongst partner
institutions;
How learning from the programme is fed back into future work to improve VfM.

Finally, please update here on organisational and management matters not covered above, including:
How effectively is the programme governance structure working and what suggestions do you have for improving it?
How effectively are the programme's key partnerships operating, including partnerships within and outside the programme, and what measures may be needed to strengthen these?
Is the programme seeking to use best practice or innovative ideas in its management arrangements?
Comment on the adequacy of the programme staffing structure, staffing allocations, and any changes to key positions (specialisms or personnel) which have happened or are pending.

9. WORK PLAN & TIMETABLE
1-2 pages

Please comment on the extent to which you have implemented your work plan according to your timetable for the programme; and update on your plans for the year ahead. A more detailed forward work plan may be supplied as an Annex.

• 10. RISK
1-2 pages

Comment on the previously identified risks and whether the mitigations are satisfactorily addressing these. Describe any changes to these risks, as well as any new risks you have identified; how do you plan to address these?

Ensure you cover corruption and fraud risks here; identify what existing and/or additional controls are required to ensure funds are being used as intended.
What is your current assessment of the overall risk level for the programme (low, medium or high)?

If appropriate, summarise the impact on the climate/environment and any mitigating actions.

11. MONITORING AND EVALUATION
Up to 2 pages

If you are undertaking monitoring (beyond the logframe indicators) and/or evaluation, please update here on progress during this reporting period and your future plans.

12. COMMUNICATIONS AND PROMOTION
Up to 1 page

Please report on any communications/promotion activities associated with the project. This should cover both traditional and new media, as well as any evaluation from these activities (e.g. press notices, events, blog posts, twitter campaigns etc).

13. FURTHER INFORMATION
Use this section for any important information not provided above. All sub-sections are optional. Please do not re-iterate information. Wherever appropriate, simply enter ‘Nothing to add’.

Theory of Change
Please report on any work yet to be mentioned which you have undertaken in relation to a Theory of Change for your programme. You are not expected to do such work as part of preparing this report.

Research methods

Challenges and lessons learnt
You may wish to say more on how you are tackling challenges; and/or to describe issues or emerging challenges which you foresee and how you plan to mitigate these.

**Other or supplementary information**

If you have not found space for something of importance, please add this here. This final sub-section may also be used for sensitive material which you prefer not to include in the main sections of the report. Please identify clearly any material here or elsewhere which you wish us to treat as confidential. We shall do our best to honour this request but please note that we cannot guarantee that these elements of the report would not be released in any circumstance.

- **14. ANNEXES**

  A. **Logframe**

    Attach the current version.

  B. **Financial documents**

    Please provide a financial report for the period and attach an up-to-date full programme budget by DFID financial year.

  C. **Forward work plan**

    Please insert your plan for the upcoming year.

  D. **List of outputs (optional)**

    We require you to upload information on every research output to R4D and that is where we look for information on your individual outputs. So we do not additionally require you to provide a list in the annual report, though you may do so here if you wish.
Appendix A

DFID Statement of Priorities and Expectations for Suppliers

This Statement sets out the expectations that DFID has of its suppliers. Standard elements of good business practice should also be applied. This Statement focuses on expectations that are particularly relevant to DFID and is intended to reach and be applied by all members of the supply chain.

DFID expects its suppliers to:

1) Improve Value for Money – demonstrate and continually strive to improve value for money in all that they do.

This means:
- Actively seeking to demonstrate and maximise results, and reduce costs through the life of the contract.
- Pricing appropriately and honestly to reflect programme requirements and risks.
- Proactively pursuing continuous improvement to reduce waste and improve efficiency across their organisation and the wider supply chain.
- Earning fair but not excessive rewards.

2) Act with Professionalism and Integrity – operate and behave responsibly in conducting business.

This means:
- Being honest and realistic about capacity and capability when bidding.
- Engaging sub-contractors in a way that is consistent with DFID’s treatment of its own suppliers not only when bidding but also in subsequent contract delivery, and demonstrating this to DFID where required.
- Applying a zero tolerance approach to corruption and fraud, with top-quality risk management.
- Working collaboratively to build professional business relationships, including with DFID staff.
- Acting in a manner which supports the development of a mature business relationship with DFID.
- Demonstrating clear, active commitment to Corporate Social Responsibility.

3) Deliver Transparency – implement an open book approach, allowing and using scrutiny to learn and drive improvement.

This means:
- Being transparent about costs to enable better decision making on value for money choices.
- Publishing information to show how and where DFID funding is being used and the results achieved.

4) Be Accountable – take responsibility for ensuring the consistent delivery of high performance.

This means:
- Applying pricing structures that align payments to results and reflect a more balanced sharing of performance risk.
- Expecting to be held to account for delivery and accepting responsibility for their role, including being honest when things go wrong so that lessons can be learned.

5) Align with DFID – recognise DFID priorities and proactively reflect and support these in their work.

This means:
- Applying a strong emphasis on building local capacity by proactively seeking ways to develop local markets and institutions and avoiding the use of restrictive exclusivity agreements.
- Being able to operate widely across DFID priority countries, including in fragile and conflict affected states.
- Openly sharing and transferring innovation and knowledge of what works to maximise overall development impact.
- Accepting we work in challenging environments and acting to manage uncertainty and change in a way which protects value for money.
- Reflecting DFID’s international development goals and tangibly demonstrating their commitment to poverty reduction.
- Proactively supporting and implementing wider HM Government policy initiatives e.g. SMEs, Apprenticeships, prompt payment, supporting economic growth.