

Mid-term Review - FAIR for ALL

Terms of Reference

February 2023

Program/project title /affiliate identification code	'Fair for All' Power of Voices partnership, A-06594-02 The reference number for this grant is MinBuZa.2020.6203-14
Partner organisation/s if applicable	Oxfam Novib, Huairou Commission, Third World Network (TWN)-Africa, SOMO
Geographical coverage: global; region; country(ies)	Brazil, Cambodia, Ghana, India, Indonesia, Kenya, Mozambique, Myanmar, Nigeria, OPT, South Africa, Uganda, Vietnam, Regional Africa, Regional Asia, Global, the Netherlands.
Program/project lifespan (from mm/yy to mm/yy)	The programme implementation period runs from 1 January 2021 until 31 December 2025. The period covered under the assignment is 1 January 2021 to mid 2023.
Evaluation budget	The maximum budget is set on € 150,000 Euro ¹ (exclusive of VAT). This is exclusive of logistic expenses (travel, board and lodging).
Evaluation submission	1st November, 2023
Evaluation Commissioning Manager	Specialist – Impact Measurement and Knowledge, Oxfam Novib

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¹ Based on 17 countries/projects - may vary depending on the sample for data collection.

I. FAIR for ALL - Background and Theory of Change

This Terms of Reference covers the midterm review (MTR) for the FAIR for ALL Programme for the period of 1 January 2021 to mid 2023. Supported by the Dutch Ministry of Foreign Affairs (MoFA) under its Power of Voices subsidy framework, the programme and the implementation period run from 1 January 2021 until 31 December 2025. A consortium comprising Oxfam Novib, Huairou Commission, Third World Network (TWN)- Africa and SOMO is implementing this programme in 13 countries/regions: Brazil, South Africa, Mozambique, Ghana, Nigeria, Kenya, Uganda, OPT, India, Vietnam, Indonesia, Cambodia, Myanmar, Regional Africa, Regional Asia, Global, and the Netherlands.

Strategic objective of the programme: A strengthened civil society which is capable of creating space and mobilizing people across geographies to demand and contribute to more inclusive and sustainable trade and value chains that respect human rights, protect the environment and promote women's economic empowerment. This implies rebalancing developing countries' reliance on dominant primary-commodity value chains, reforming tax and trade regimes and increasing investment in local and national value chains that benefit small-scale farmers, workers and artisanal miners, in particular women and their communities.

Four mutually reinforcing pathways have been envisioned to contribute to the strategic objective of a strengthened civil society:

- Pathway 1 focuses on strengthening civil society to co-create alternative business practices which share value more equally and empower women.
- Pathway 2 focuses on civil society to advocate for a more responsible private and financial sector that upholds land rights, decent work, living wages, women's and environmental rights and space for civil society to act.
- Pathway 3 focuses on strengthening civil society to advocate for more accountable governments, multilateral institutions and regulatory frameworks – that is, for governments to effectively regulate the private sector.
- Pathway 4 focuses on strengthening civil society to mobilize citizens for fiscal and trade reforms

Pathways 1 and 2 aim to strengthen civil society to contribute to a more responsible private sector that respects human rights, women's rights and labour rights, prevents environmental harm and distributes gains from value-chains more equally.

Pathways 3 and 4 contribute to a more accountable public sector that protects and fulfils the rights of people working in, or impacted by primary-commodity value chains, and that invests in more inclusive and sustainable value chains

As per the vision of the programme, value chains are truly FAIR for ALL when all stakeholders can share in profits and benefits, when they distribute power and wealth more equally, when they do not externalize costs, when they are resilient and environmentally sustainable, and when they produce decent jobs and incomes for local communities. Trade is FAIR for ALL when it ensures equal distribution of benefits and wealth, within and between countries and when it enables governments to use this wealth for investment in public services and safety nets – which benefit all citizens. FAIR trade also leaves space for countries to decrease their dependency on primary export commodities, and rebuild inclusive, national economies where value is added locally.

Addressing inequality and achieving FAIR trade and value chains requires a connected and empowered civil society that is able to challenge power asymmetries between companies, workers and citizens; addressing unfair trade rules; spotlighting rights abuses; demanding financial transparency; showing zero tolerance for discrimination against women while promoting and negotiating alternatives that leave no one behind. The primary focus of the programme, therefore, is to support and strengthen CSOs to play their diverse roles - educators, mobilizers, creators and watchdogs - to make trade and value chains FAIR for ALL.

II. Objectives of the Review

As part of the programme's commitment to consistently focus on improving the quality and effectiveness of the programme, and as mutually agreed upon in the grant agreement (*Annex 5*), an external mid-term review is to be undertaken in 2023. This review provides an opportunity to assess how far the programme has come towards achieving the goals and objectives of the programme, identify and address issues and challenges that have arisen during programme implementation, enable course correction if the programme is not meeting its goals using the results of the review, and demonstrate accountability of the programme to its stakeholders.

Based on the above and on discussions with key stakeholders of the programme, the broad objectives of the MTR are to:

1. **Learn from progress and outcomes:** By reflecting on the achievements/outcomes so far and collaboration within the consortium and beyond
2. **Evaluate the continued relevance and effectiveness of intervention strategies:** By considering what the lessons and learnings on the progress and outcomes mean for strategic and operational planning and decisions for the remaining duration of the programme, especially in light of changing (political and civic space) contexts.
3. **Be accountable to programme stakeholders²:** By capturing the results of the programme and comparing them against the envisioned social change

Additionally, the MTR aims to:

- **Keep the scope of the review broad and general** in order to allow for project and context-specific variations
- **Enable and encourage reflection among the projects and within the programme** as a whole on the progress and achievements so far, and what they mean for the strategic vision of the programme
- **Create opportunities for learning exchanges and co-develop recommendations** based on the evaluation findings for orienting and adapting the remaining period of the Programme (2023-2025)

III. Evaluation questions

Aligning with the objectives of the programme and the review, following are the overarching and the sub-evaluation questions proposed for the MTR.

Overarching Evaluation Question

“How has FAIR for ALL contributed to a strengthened civil society that is able to work effectively towards more inclusive and sustainable trade and value chains, and how can it ensure its contribution remains relevant and sustainable?”

Sub-questions

1. **In regard to the four pathways and their interconnectedness envisioned in the Theory of Change, how does the FAIR for ALL programme contribute to more inclusive and sustainable trade and value chains?**
 - Pathway 1: Enhancing awareness among women and rural communities on (economic) rights and opportunities in existing value chains, enabling co-creation of alternative business practices and shifting the narratives around value chains and economic development

² Includes The Dutch Ministry of Foreign Affairs FAIR for ALL Consortium and partners

- Pathway 2: addressing issues of rights abuses in trade and value chains and holding private sector actors to account
 - Pathway 3: Monitoring and influencing national and international norms, laws and frameworks, and mobilising the public and have them influence governments and institutions on safeguarding people's rights in value chains
 - Pathway 4: Enabling a partnership approach to demanding transparent, accountable and progressive trade and value chain regulations - empowering citizens to have a voice in trade and fiscal issues and enabling governments to have increased political will towards inclusive, transformative development
2. **How does the FAIR for ALL programme support and strengthen civil society actors and enable them to understand and adjust to a shifting and/or shrinking civic space while remaining influential, and become more effective in contributing to more inclusive and sustainable trade and value chains?** Reflecting on aspects including but not limited to meaning/understanding of civic space, capacity strengthening, institutional strengthening, mutual learning, capacity for collaboration with key allies, capacity for adaptive ways of working...
3. **What were the opportunities, enabling factors and challenges in relation to the achievement of planned outcomes?**
- Within the context
 - As part of the programme strategy
4. **How effective is FAIR for ALL as a network and a partnership in contributing towards the programme objectives and more inclusive and sustainable trade and value chains?** Reflecting on aspects including but not limited to the following:
- Synergies, cross-fertilisation and collaboration within the consortium
 - Collaboration beyond the consortium (other CSOs, consortia, initiatives, government agencies, private sector, MoFA, embassies...)
 - Equal partnerships (factors and arrangements that create power balances or imbalances)
5. **How and with what effects have the following cross-cutting themes been integrated into the FAIR for ALL programme?**
- Women's economic empowerment, leadership and grassroots-led action
 - Climate justice and resilience
 - Conflict sensitivity
 - Learning, innovation, and adaptive management
 - Safeguarding and well-being
6. **What do the lessons/learnings on the progress, outcomes and collaboration thus far suggest about**
- The ability of the FAIR for ALL consortium to seize opportunities for contributing to alternative value chains and trade (systemic change)?
 - The strategic focus and implementation for the remaining duration of the programme?

Notes:

1. The external consultant/agency, who will be responsible for delivering the review report, could suggest further refinement of these evaluation questions in the inception phase.
2. The indicators in the programme results framework are specified towards the pathways. At the same time, they are also aligned with two results frameworks – basket indicators for strengthening civil society (SCS) and outcome indicators for private sector development (PSD) – of the Netherlands Ministry of Foreign Affairs. While the MTR will primarily focus on the programme result framework, values and information on the **output and outcome indicators linked to SCS and PSD will be presented separately** (for example, in the annex).

IV. MTR Scope and methods

Role of external consultant

External consultant(s) or agency (referred to as consultant hereon) will be tasked with undertaking this MTR, which will include (but not limited to) the following roles and responsibilities

1. Suggesting suitable methodology, methods, and sampling criteria; desk review, development of data collection tools and analysis frameworks, and analysis and report writing. *The consultant will be urged to prioritise the review and analysis of available data and information, and thereafter suggest collection of new primary data for triangulation and validation, if needed.*
2. Ensure that the evaluation incorporates and integrates participatory and inclusive approaches – including participatory approaches for data collection, localisation of the research process - i.e data is collected and analysed through local consultants in the (sampled) projects.
3. Support and facilitate introductory/inception meetings with key stakeholders; check-in and update sessions during the review process, and reflection and learning exercises and events between and across the projects and consortium.

Note: In case any of the sampled projects are keen to **answer the research questions and/or collect primary data within their project/context themselves or through a consultant/agency of their choice – instead of the centrally recruited external consultant – they will have the freedom to do so.** In such cases, however, the required information/data would have to be shared with the central review team within the agreed timeline.

Research Questions - Contextualisation and Response

The research questions mentioned in the previous section have been articulated in a way to keep them overarching and general, and applicable to the entire programme. As mentioned previously, during the inception phase, the external consultant could suggest further refinement of these research questions. While the review will aim to answer these broad research questions, the projects can:

- add more aspects to the scope of the review for their respective projects – for example, more research questions, additional cross-cutting themes
- choose whether (or not) to have these additional segments/parts included in the programme-wide MTR report that is submitted to the donor – provided the required information is shared with the review team within the MTR timeframe (see section V)

Sources of data/information for secondary review

The key monitoring methods and tools for the programme, and the baseline report and annual reports as listed below, will be available for analysis. The selected consultant will be invited to suggest a

combination of review / evaluation methods, which include the following sources of information, to answer the stated research questions.

Monitoring data and annual planning and reporting documents are available online (in Cognito Forms). The forms were designed to ease analysis and are available per consortium members' country/regional project. The Outcome statements are categorised per project and pathway, on name of organisation and of the contracting consortium member, date, and type of social actor in whom the change could be observed. As CATool data (baseline and follow up measurement) are equally linked to name of organisations, this enables the researcher to link these capacity self-assessments to the outcome statements.

Note: The external consultant will be expected to focus on and answer the evaluation questions outlined in this Terms of Reference. The **additional elements or aspects – context/project specific – and will have to be undertaken by the project themselves. This applies to non-sampled projects as well. The budgetary implications of these 'additional' elements will be discussed and mutually agreed upon.**

- **Outcome Harvesting (OH)** – An online database with 250-300 F4A outcome statements applied to systematically document key public and private sector (increased political will towards) policy and practice changes specifying, among other things, how the programme's efforts on strengthening CSOs capacities contributed to these outcomes. The programme routinely asks for evidence of change and evidence of contribution and this database has been designed to suit the analysis of the statements.
- **Capacity Strengthening Assessment Tool (CATool)** – Monitors changes in (self-perceived) capacity of partners on national and regional level. The CATool also provides data on the perceived effectiveness of capacity strengthening approaches, sustainability of capacity strengthening, and contribution of capacity strengthening to alliance building, navigation in civic space and achieving influencing results. The tool includes a retrospective element to track perceived change in capacity over time.
- **Other research and documentation:** The baseline report (2021) and underlying material, Annual reports (2021, 2022), other MEAL data and project-specific research and publications.

Considering the objectives and guiding principles of the MTR, and based on the review of available data and information, the consultant might suggest collection of new primary data to a) help fill the gaps in available data and information and b) triangulate and validate previously collected information.

V. Timeline, budget, and deliverables

Timeline

Once the terms of reference for the MTR is approved and an external consultant is recruited, the MTR process can be seen as involving the following four phases:

- **Phase one - Inception:** During this phase, the external consultant conducts a review of available data and information and interacts with key stakeholders involved in the programme, based on which they will:
 - Suggest appropriate evaluation methodology, sampling criteria, modifications to the research questions
 - Submit an inception report that outlines the above, which will then be approved by the Steering Committee.
 - Develop an evaluation/analysis framework, based on which the projects will be informed about additional data/information required for the consultants to answer the research questions.

- Optional: the evaluator(s) may propose to further refine the ToC in consultation with internal stakeholders to be used as part of the evaluation framework.
- Phase two - Data collection and analysis. This phase mainly concerns data collection and analysis, based on which the external consultant will develop the first draft of the MTR report
- Phase three - Feedback and Validation. This first draft of the report will form the basis of learning, reflection and exchange sessions and workshops. Through these sense making workshops, stakeholders of the programme will have the opportunity to validate the findings of the review and collectively develop recommendations for the next phase of the programme. The scale, scope, location and agenda of these workshops during the course of the review by the consultant in consultation with key stakeholders.
- Phase four: Reporting. Based on the results of the workshops, the evaluators prepare the second draft of the report for review. Subsequently, the consultants will develop the third and final draft of the report based on feedback of and contributions from key stakeholders. The Steering Committee will review and sign off on the third and final draft and the same will be submitted to the donor. In the meantime, Steering Committee will also issue a management response. The consultant will not be expected to participate in the drafting of the management response.

Phase	Deliverable	Tentative dates
Design and Set-up	Draft MTR developed by commissioning manager, through consultation with key stakeholders	Dec 2022 – Jan 2023
	MTR Terms of Reference finalized, approved by Steering Committee	Jan 2023
	Recruitment of the external evaluators/agency for MTR	Feb - March 2023
Inception	External evaluators/agency contracted; approved by Steering Committee	March 2023
	MTR implementation begins	March – April 2023
	Desk/Secondary review, inception report	March - April 2023
Data collection	Data collection at country-regional-global levels	May-June-July 2023
Feedback and Validation	Analysis, sensemaking and validation workshops	July - August 2023
Reporting	Report writing	September 2023
	Reviews, sign-off, design	October 2023
	Final MTR report submitted to Donor	1 Nov 2023, <u>required deadline</u> for Grant agreement
	Management response prepared; dissemination of evaluation findings	November 2023 onwards

Budget

The budget reserved for the MTR is set at maximum € 150,000 EUR (exclusive/inclusive of VAT). This amount may vary depending on the suggested sample for data collection (subject to adjustment during the inception phase).

Outputs of MTR

The MTR is envisaged as a process that not only provides answers to the research questions – and fulfil the reporting requirements - but also one which provides opportunities to jointly reflect on and learn

from the implementation of the programme so far. With this in mind, following could be seen as the intended outputs of the MTR:

- Inception report with updated evaluation questions and a clear evaluation methodology and framework,
- Validation and reflection workshops/events
- Draft MTR reports
- Final MTR report, with country-specific chapters that can serve as standalone reports (while considering context-specific sensitivities and risks).
- An accessible, digital (HTML) version of the report
- Other products that could be useful for stakeholders to communicate key findings and information (to be explored during the inception phase)

VI. Evaluation responsibilities and management

The MTR will engage a diverse array of internal and external stakeholders. As such, below is an overview of the different roles, responsibilities and of key (internal) stakeholders involved in the MTR.

The **FAIR for ALL Steering Committee/Coordination Group** will:

- approve and sign off the MTR ToR;
- approve the evaluators/agency to be selected for the assignment;
- approve the inception report;
- review the draft reports and provide any input;
- approve and sign off on the final report as well as the management response.

The **FAIR for ALL Project Lead / Programme Management Unit** will:

- support briefing of the evaluators and introduction of evaluators to the internal stakeholders in the consortium;
- oversee the introduction of evaluators to the internal stakeholders in the consortium and ensure cooperation of the latter to the mid-term review;
- co-read forthcoming reports and advise the Steering Committee;
- provide advice and inputs for the management response; to be approved by the Steering Committee;

Selection committee comprising representatives from the PMU, consortium MEAL and knowledge group, and commissioning manager will:

- provide their inputs, according to a framework based on the selection process outlined below, on the proposals from potential consultants
- be part of the interview panel that will interact with the potential consultants
- together decide which consultant is best suited for the assignment

The **Commissioning Manager** will:

- oversee the overall process of the MTR including serving as contact point between the evaluators and the Steering and Reference Group for any issues related to the assignment;
- draft the MTR ToR, adapting these based on input of key stakeholders; to be approved by the Steering Committee;
- collect technical advice, information and input from key internal stakeholders to advise the Steering Committee;
- together with the procurement specialist, organise the selection procedure of the evaluators (*see Annex 2*);

- assure the issuing of the contract and fulfilling the contractual obligations (when positively advised by the Steering Committee);
- co-read forthcoming reports and advise the Steering Committee;
- draft the management response on behalf of the Steering Committee, adapting this based on inputs from key stakeholders; to be approved by the Steering Committee;

The **Procurement Specialist** will:

- provide technical advice, information and inputs for MTR ToR; to be approved by the Steering Committee;
- ensure accountability and transparency of the selection of the evaluators in line with prevailing procurement regulations (Oxfam Novib) applicable to this assignment.

For other key internal stakeholders, notably the **Project Leaders** and the **Consortium MEAL & Knowledge Group**, they will:

- provide technical advice, information and inputs for MTR ToR (all); to be approved by the Steering Committee;
- provide technical advice, information and inputs for the MTR ToR; to be approved by the Steering Committee;
- provide advice and inputs for the shortlist of evaluators/agency to be selected for the assignment; to be approved by the Steering Committee;
- provide advice and inputs on the Inception report, the first draft report and subsequent drafts as well as the Final report, advising the Steering Committee which will approve thereon.

VII. Evaluation proposals, award criteria and selection procedure

How to submit proposals

This evaluation is initiated by Oxfam Novib and its procurement rules apply to awarding this assignment. A procedure requesting for competitive quotations is to be implemented. Below the main requirements and timeline is listed.

- Bids should include the following documents:
 - A brief approach paper (max. 10 pages) including:
 - The consultant(s)' understanding and interpretation of the Terms of Reference;
 - A description of the intended approach, methodology, tools and analysis; strategy, in line with the principles described in section II and III of this Terms of Reference;
 - An overview of the perceived risks and mitigation strategies;
 - A summary of team composition and expertise;
 - A work plan detailing the timing of the assignment and expected deliverables.
 - At least two relevant reference assignments previously performed by the evaluator(s) that are comparable in content, time and budget.
 - Roles and Responsibilities of the team members, including summary of qualifications and CVs detailing relevant skills and experience (also see Award criteria below). This should be of no more than 4 pages per member, including contactable references;
 - Copy of the registration with the Chamber of Commerce;
 - A total budget (in Euro, excluding VAT) with a cost breakdown in days or hours spent and the related fees for the tasks (making the distinction for each consultant). Costs for accommodation, meals and local of transport, which are included in this budget shall be estimate. Actual costs shall be reimbursed in accordance with Oxfam Novib's expense policy for consultants.

- Any questions, remarks or requests for clarification can be sent to Sunanda.poduwal@oxfamnovib.nl before 20th February, 23:59 hours CEST.
- Proposals should be titled “MTR FAIR for ALL” and sent to commissioning manager Sunanda.poduwal@oxfamnovib.nl with copy to FAIR for ALL Project Lead erik.boonstoppel@oxfamnovib.nl, no later than 6th March, 23:59 hours CEST.

Award criteria

The evaluation of the proposals will be based on the best value for money covering technical quality (the approach paper and the CV of the evaluator(s)) and price of the quotation.

Assessment of approach paper

This will be based on 1) Understanding of the assignment and 2) Realistic time planning, given the assignment, with the best fitting approach paper for the assignment will be given the most points.

Assessment of CVs

The assessment of the CVs will be based on appropriateness of the proposed team of consultants based on the criteria below. The best fitting set of CVs for the assignment will be given the most points. The following competencies should be made clear in the set of CVs provided:

Required:

- Experience in evaluating the content and intervention strategies relevant to the FAIR for ALL Programme (fair value chains, inclusive and sustainable trade, influencing, civil society strengthening)
- Proven experience in evaluation major (above euro 10 million) programs in multi-country setting and with a diversity of stakeholders.
- Previous experience - at least two assignments - comparable in content, time, scope and money;
- Experience in facilitating online, offline, hybrid co-creation and validation workshops and sessions;
- Team members and/or network of experts/specialists/consultants based in the FAIR for ALL countries
- Proven abilities in working across geographies, languages, contexts and cultures
- Ability to organise and deliver products on time against a tight deadline;
- Strong networking and problem-solving skills;
- Strong analytical and synthesis skills;
- Strong writing and communicative skills (including intercultural communication);
- Excellent command of English.

Preferred:

- Experience with Oxfam and/or experience with evaluations in a network/confederal setting.
- Knowledge of the quality criteria of the Dutch Policy and Operations Evaluation Department (IOB) for executing of evaluations;
- Capacity/expertise in 'digital' approach to producing and publishing reports

Assessment of prices

The maximum budget for this assignment is described in section 5.2. The evaluator(s) will have to make provisions for covering all costs associated with the assignment. This includes, but is not limited to, the following:

- Desk review of provided documents, writing and editing of written inputs.
- Office-related costs which may include communications (phone, mail, photocopying, etc). No costs of this nature may be charged in addition.

Costs of any necessary travel within The Netherlands to Oxfam Novib's headquarter are reimbursable. Remuneration is based on submission of final deliverables as mentioned in section 6.3 of this Terms of Reference.

Selection procedure

The selection committee will assess the proposals based on a framework developed as per the criteria below. The assessment will start with looking at the administrative criteria, or knock-out criteria, mentioned in the table below. That means that if these criteria aren't met in your proposal, this proposal will be put aside, and the award criteria of this proposal will not be assessed.

The proposals that meet the administrative criteria will be assessed against the award criteria. The award criteria are assessed according to the following distribution of points.

Criteria		Max. Point
Administrative Criteria		
Quotation received within deadline- 6 th March 2023		KO
At least two relevant reference assignments previously performed by the supplier, comparable in content, time and money		KO
Copy of the registration with the Chamber of Commerce		KO
CV of the proposed evaluator(s), proving relevant experience and/or diplomas		KO
A brief proposal (max. 10 pages), as per guidelines in section 8.1		KO
Demonstrates sound communication skills in English (written, verbal)		KO
Within budget		KO
Award Criteria (Total Maximum Score – 100)		Maximum score
Technical Criteria	Approach paper	30
	CVs	40
Price		30

Only quotations with combined scores of at least 60 points for the technical award criteria (approach paper and CV) qualify for the assignment.

Interviews will be organised in the following two weeks with the three suppliers with the highest scoring quotations. The purpose of the interviews is to seek further clarification on the submitted quotations and learn more about the background and previous experiences of proposed consultants and their competencies. After the interviews, the total points scored on the award criteria can be reassessed.

Disclaimers

Oxfam Novib may require the applicant to clarify its proposal and/or provide supporting documentation. However, the applicant may not modify its proposal after the deadline for submission of proposals.

Oxfam Novib reserves the right to stop the purchase procedure completely or partly, temporarily or permanently until the moment of contract signing. In these situations, applicants are not entitled to reimbursement of any costs or damages incurred in connection with this purchase procedure.

Proposals should be valid for at least three months after the deadline for handing in proposals.

Oxfam Novib cannot be charged in any way for costs related to preparation and submission of a proposal. This can also include interviews and/or providing further information about the proposal.

The risk of any costs and/or damages which may arise by not awarding this contract to an applicant lay solely with the applicant. Oxfam Novib cannot be held responsible for any such costs or damages.

By submitting a proposal, the Applicant agrees all the terms and conditions specified in this procedure and the provisions of the contract template. The proposal will not contain any reservation(s) to these terms and conditions. A proposal with one or more reservations can be excluded from the procedure.

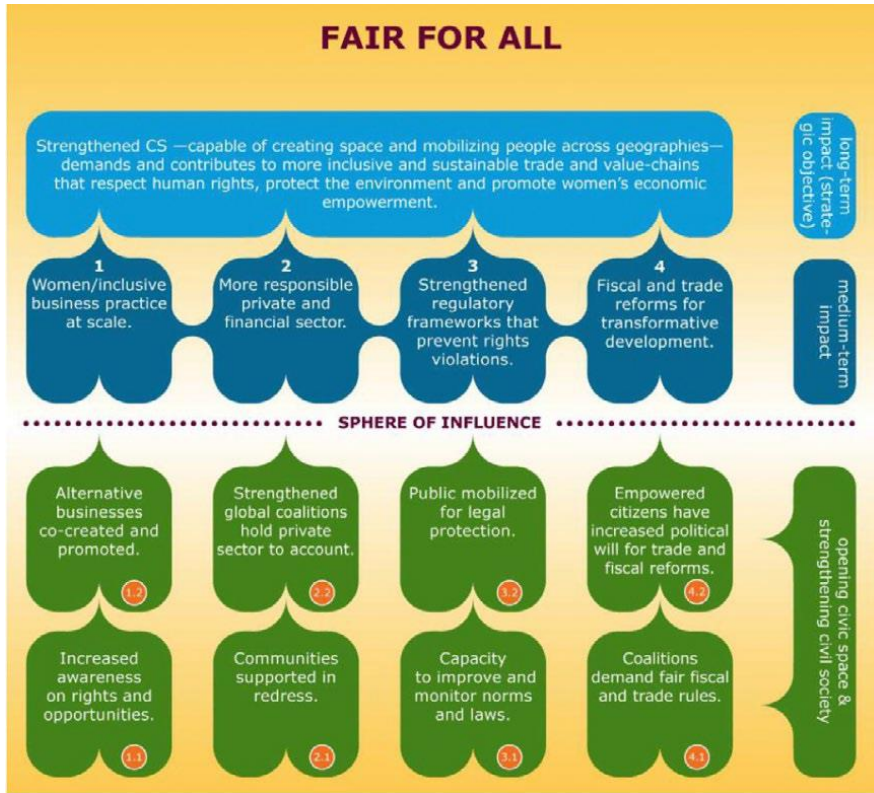
VIII. Annexes

1. Suggested evaluation report format

The following format combined the format proposed by the 2022 IOB criteria and Oxfam Novib evaluation standards. Revisions to this format should be done in consultation with the Steering Committee.

1. Cover page identifying the report as an evaluation and stating:
 - a. Evaluation title
 - b. Program/project title /affiliate identification code
 - c. Geographical coverage (global; region; countries)
 - d. Date that evaluation report is finalised
 - e. Evaluator name(s) and logos; Oxfam Novib, Huairou Commission, Third World Network (TWN)- Africa and SOMO logos
 - f. Appropriate recognition of donor support; Clear statement in case report can NOT be used externally
2. Table of Contents
3. Glossary
4. List of abbreviations
5. Executive summary that can be used as a stand-alone document
6. Introduction
 - a. Background of the partnership programme
 - b. Objectives of the MTR and evaluation questions
7. Methodology
 - a. Methodology and approach
 - b. Challenges, bias and limitations
8. Presentation of findings and analysis aligned with the research questions
9. Conclusions
10. Learning and Recommendations
11. Appendices
 - a. Terms of reference
 - b. Evaluation program (main features of data and activities carried out)
 - c. List of interviewees based on stakeholder mapping (name, function and working environment) and places visited
 - d. List of documents and bibliography used
 - e. Details on evaluation team/composition (names, nationality, expertise, working environment)
 - f. Link to Methodological appendices including:
 - i. Evaluation proposal
 - ii. Evaluation instruments such as questionnaires and interview guides
 - iii. Data collected (if appropriate)

2. FAIR for ALL Theory of Change



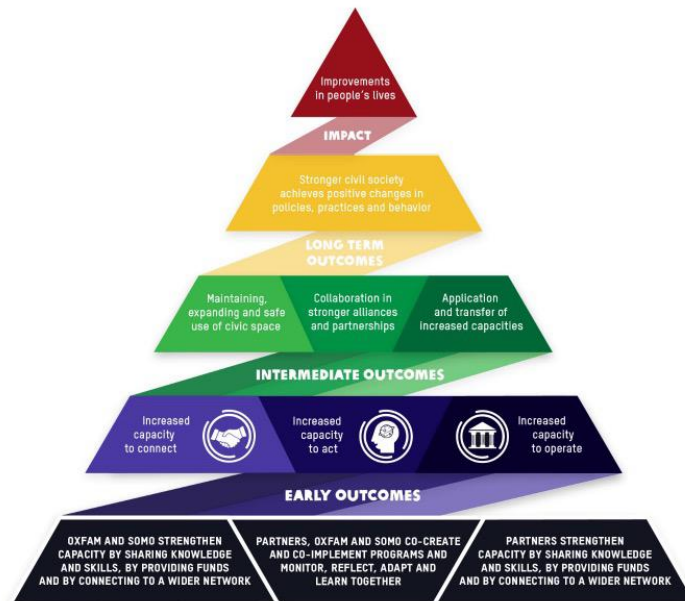
3. Pathways and implementing partners

	Brazil	South Africa	Mozambique	Nigeria	Ghana	Uganda	Kenya	OPT	India	Indonesia	Vietnam	Cambodia	Myanmar	Netherlands	Regional Africa	Regional Asia	Global	
PW 1 Alternative business models	Yellow	Green	Green	Grey	Green	Yellow	Yellow	Green	Yellow	Green	Grey	Green	Green	Blue	Green	Green	Green	Green
PW 2 Responsible private and financial sector	Blue	Blue	Blue	Grey	Orange	Orange	Blue	Blue	Green	Blue	Green	Green	Blue	Blue	Orange	Green	Green	Green
PW3 Responsible states	Yellow	Orange	Grey	Green	Orange	Yellow	Yellow	Green	Yellow	Green	Green	Green	Green	Blue	Orange	Green	Green	Green
PW 4 Fiscal and trade reforms	Grey	Orange	Green	Green	Orange	Orange	Orange	Green	Green	Green	Green	Green	Green	Blue	Orange	Green	Green	Green

Legend - Implementing Organisation

Oxfam	Green
TWN – Africa	Orange
Huairou Commission	Yellow
SOMO	Blue
Not Applicable	Grey

4. FAIR for ALL Journey of Change



5. [About the MTR](#)

In the Grant Decision

“Midterm review (MTR)

You are required to conduct a Midterm Review (MTR) for the period of 2021 – mid 2023 taking the following into account:

- The MTR can be conducted internally or externally;
- Focus of the review will be two-fold:
 - o Programmatic focusing on: Theory of Change, context analysis and risk analysis (including SEAH, fraud and corruption), achievements to date on the output and outcome indicators that are linked to the Strengthening Civil Society and thematic Result Framework basket indicators, crosscutting themes (gender, youth, climate), challenges, lessons learned and good practices, sustainability;
 - o Partnership collaboration focusing on: leading from the south, partnership with the Ministry and the Embassies, lessons learned and good practices.”

In the Programme Proposal

“In the programme’s third and fifth year, respectively, an externally conducted mid-term review and final evaluation will rigorously evaluate its performance and the extent to which it has generated the intended changes. This will include validating and triangulating evidence generated by different MEL methodologies, complemented by desk research, interviews with stakeholders and local data collection visits in some countries (or remote data collection, depending on COVID- 19 circumstances). Lessons learned will be captured and recommendations formulated through participatory reflection sessions involving representatives of the consortium partners and other stakeholders.

To ensure independence and academic quality, the external evaluation team will report to an internal evaluation manager who is not directly linked to the programme and reports to the PMU, as mandated by the Steering Committee. A diverse external reference group – including Southern, academic, gender-justice and practitioners’ perspectives – will be established to ensure an inclusive, participatory and gender-responsive approach and opportunities for evidence uptake. The consortium takes note of the ongoing discourse on the appropriateness of outcome harvesting for evaluation purposes. The evaluators will triangulate the results of outcome harvesting exercises with data (interviews, desk research, focus group discussions) from other sources for validation.”



OXFAM
Novib

GENERAL TERMS & CONDITIONS OF PURCHASE

1. INTERPRETATION

In these conditions:

- 1.1 'CONDITIONS' means the terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between Oxfam and the Seller
- 1.2 'DELIVERY ADDRESS' means the address stated on the Order.
- 1.3 'SUPPLIER CODE OF CONDUCT' means Oxfam's Supplier Code of Conduct attached as Annex
- 1.4 'GOODS' means tangible products or materials (including any instalment of the goods or any part of them) described in the Purchase Order.
- 1.5 'INCOTERM' means International Commercial Terms, the trade terms published by the International Chamber of Commerce (ICC).
- 1.6 'ORDER' means the purchase order issued by Oxfam, that is accepted by the Supplier (either expressly by given notice of acceptance or impliedly by fulfilling the Order in whole or in part) or other written agreement between Oxfam and the Supplier.
- 1.7 'OXFAM' means Oxfam Novib.
- 1.8 'PRICE' means the price of the Goods and/or the fee for the Services.
- 1.9 'SUPPLIER' or 'YOU' means the supplier of the Goods and/ or Services as set out in the Order.
- 1.10 'SERVICES' means purchases described in the Order that are not Goods.
- 1.11 'SPECIFICATION' means any plans, designs, patterns, drawings, data, technical requirements or any other information relating to the Goods and/ or services that is agreed between Oxfam and the Supplier.

2. BASIS OF PURCHASE

- 2.1 All invitations to offer by Oxfam are without obligation for Oxfam, unless the invitation explicitly states otherwise.
- 2.2 All offers, and quotations of a Supplier are binding for the Supplier, unless the quotation explicitly states otherwise or refers to a term of acceptance. An offer of a Supplier is valid for a period of 90 days, unless otherwise stated in the offer.
- 2.3 No Supplier offer shall be deemed accepted until Oxfam accepts expressly by giving notice of acceptance in writing by and authorized representative of Oxfam.
- 2.4 These Conditions shall apply to the exclusion of any other terms and conditions proffered at any time by the Supplier including (without limitation) any terms attached to any offer, quotation, acknowledgement or acceptance of Order.
- 2.5 If there is any inconsistency between any of the provisions of these Conditions and the Incoterm

- specified in the order, the Incoterm will prevail, unless expressly stated in these provisions. Unless agreed otherwise in writing between the parties, delivery shall take place under the delivery condition D.D.P (Delivered Duty Paid), at the agreed place of delivery.
- 2.6 The Order and these Conditions (and any framework agreement) supersedes all prior written and oral agreements representations provided that nothing in this clause shall limit a party's liability for fraudulent misinterpretation.
- 2.7 These Conditions apply to all Oxfam's purchases. No variation of the Order, Specification or these Conditions shall be binding unless agreed in writing between the authorised representatives of Oxfam and the Supplier.
- 2.8 In the performance of a framework agreement, the agreement on a sub assignment or Order will be established the, moment Oxfam accepts it by notice in writing, unless otherwise agreed upon writing in the framework agreement
- 2.9 Supplier agrees that Oxfam communicates digitally with Supplier and with third parties.
- 2.10 Electronically imaged signatures shall be deemed original signatures and are binding on all Parties if:
 - Uniquely linked to the signatory;
 - it makes it possible to identify the signatory;
 - it is created using electronic signature creation data that the signatory, with a high level of confidence, can use under his sole control, and;
 - it is linked to the data signed with it in such a way that any subsequent change in the data can be detected.

3. TERMS OF PAYMENT

- 3.1 The Price shall be as stated in the Order and, unless expressed otherwise, shall be:
 - (a) exclusive of any applicable value added tax (which shall be payable by Oxfam subject to receipt of a VAT invoice if applicable and only if the supplier is based in the Netherlands).
 - (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or other levies; and
 - (c) paid in EURO (unless otherwise agreed between the parties in writing).
- 3.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Oxfam in writing.
- 3.3 Unless otherwise stated in the Order Oxfam shall pay the Price within 30 days of receipt and approval by Oxfam of a proper invoice. Each invoice shall quote the number of the Order

- 3.4 Oxfam is entitled to defer payment if it discovers a defect in the Goods and, where appropriate, the installation/assembly thereof.
- 3.5 Oxfam shall be entitled to set off against the Price any sums owed to Oxfam by you.
- 3.6 If Oxfam makes a payment for Goods not yet delivered, Oxfam may require you to arrange for an unconditional and irrevocable bank guarantee to be provided, at your expense, by a bank that is acceptable to Oxfam.
- 3.7 Payment by Oxfam shall not constitute a waiver of any right.

4. SPECIFICATIONS

- 4.1 The quantity, quality and description of the Goods and/or Services shall, subject to these Conditions, be as specified in the Order and/or in any applicable Specification supplied by Oxfam to the Seller (or otherwise agreed in writing by Oxfam).
- 4.2 Any Specification supplied by Oxfam to you, or specifically produced by you for Oxfam together with the copyright, design rights and all other intellectual property rights in the Specification, shall be the exclusive property of Oxfam. You shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of your own, or as required for the purpose of the Order.
- 4.3 Any changes to the Specification shall be agreed in writing by the parties.
- 4.4 You shall comply with all applicable regulations and other legal requirements concerning the manufacture, packaging, packing, transport and delivery of the Goods and the performance of the Services.
- 4.5 The Goods shall be marked in accordance with Oxfam's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

5. PROVISION OF GOODS AND/ OR SERVICES

- 5.1 In providing the Services, you, and, if applicable, any individuals providing the Services for you, will:
 - (a) co-operate with Oxfam or Oxfam affiliates in all matters relating to the Services and comply with Oxfam's reasonable instructions;
 - (b) be appropriately qualified to provide the Services;
 - (c) provide the Services and use any materials with due care, skill and in accordance with Oxfam's written requirements, if any;
 - (d) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (e) use the best quality goods, materials, standards and techniques and ensure that any goods and materials supplied or used to provide the Services will be free from defects in workmanship, installation and design;
 - (f) You are responsible for the necessary work permits and visas to undertake the Services; and
 - (g) You are responsible for making all travel arrangements, including securing accommodation, necessary to carry out the Services.

6. DELIVERY

- 6.1 The Goods shall be delivered to the Delivery Address on the date stated in the order.
- 6.2 The Services shall be performed on the date or within the period stated in the Order, or as otherwise agreed in writing.
- 6.3 You shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the Purchase Order number, date of Order, number of packages and contents and, in the case of part delivery (if specified in the Order), the outstanding balance remaining to be delivered.
- 6.4 If the Supplier knows or expects that delivery of Goods and/or performance of Services as agreed in the Order will not succeed fully or partially or will not succeed on time the Supplier will send Oxfam a written notification explaining the issue and reasons for this as soon as possible. This notification shall not affect the obligations of the Supplier to comply and shall not affect the rights of Oxfam.
- 6.5 The time of delivery of the Goods and of performance of the Services is of the essence of the Order.
- 6.6 If the Goods and/or Services are not delivered on the due date then without prejudice to any other rights which it may have, Oxfam reserves the right to:
 - (a) cancel the Order in whole or in part;
 - (b) refuse to accept any subsequent delivery of the Goods and/or Services which you attempt to make;
 - (c) recover from you any expenditure reasonably incurred by Oxfam in obtaining goods or services in substitution from any other seller; and
 - (d) claim damages as a result of the failure to deliver the Goods or perform the Services on the due date.
- 6.7 Where Oxfam agrees in writing to accept delivery of the Goods or performance of the Services by instalments, the Order will be construed as a single agreement and not several and failure by you to deliver any one instalment shall entitle Oxfam at its option to treat the entire Order as cancelled.
- 6.8 You must provide at your own expense packaging which is required for the delivery of the Goods. Oxfam shall not be obliged to return to you any packaging or packing materials for the Goods, whether or not any Goods are accepted by Oxfam.
- 6.9 Oxfam may require you to take back packaging materials delivered.
- 6.10 You must render Oxfam, at the latter's request, every assistance in obtaining any permits, licenses, approvals which Oxfam may require for the export and/or import of the Goods and, where necessary, for their transit through any country.
- 6.11 If the Goods are delivered to Oxfam in excess of the quantities ordered Oxfam shall not be bound to pay for the excess and any excess shall be and shall remain at your risk and shall be returnable at your expense.
- 6.12 Oxfam shall be entitled to reject any Goods delivered which are not in accordance with the Order, and shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery, or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

7. INSPECTION

- 7.1 Oxfam shall be entitled to inspect or arrange for the inspection of the Goods at any time during their production, processing and storage and after their delivery. You may be present during the inspection.

8. SUPPLIER CODE OF CONDUCT

- 8.1 You have received a copy of Oxfam's Supplier Code of Conduct. You understand its content, you have read, agree and acknowledge that this Supplier Code of Conduct provides the minimum standards expected of Oxfam Suppliers, and that the Standards apply to Suppliers and their employees, subsidiary entities, and subcontractors.

9. RISK AND PROPERTY

- 9.1 Risk of damage to or loss of the Goods shall remain with you and pass to Oxfam only upon full and proper delivery to Oxfam in accordance with Clause 6.
- 9.2 Unless any Incoterm specified in the Order states otherwise, the ownership of the Goods shall pass to Oxfam upon full and proper delivery in accordance with Clause 6.
- 9.3 Any materials, such as raw materials, auxiliary materials, tools, drawings, specifications and software made available by Oxfam to you for the performance of his obligations shall remain the property of Oxfam. You shall keep such materials separate from your own property and the property of third parties. You shall mark such materials as the property of Oxfam.
- 9.4 You are obliged to return the materials referred to in clause 9.3 to Oxfam before or at the time of the last delivery (or part delivery) of the Goods.
- 9.5 You may not use Oxfam's name for any purpose beyond the performance of your obligations to Oxfam, unless you have first obtained Oxfam's consent in writing for such use.

10. CONFIDENTIALITY

- 10.1 You shall not use or disclose to any person during or at any time after your engagement by Oxfam any information relating to Oxfam's business and operations or any other matters which may come to your knowledge whilst supplying the Goods and/or providing the Services, and which may reasonably be regarded as confidential ("Confidential Information"). You further undertake to use all Confidential Information disclosed in relation to the Order, exclusively for the purposes of supplying Goods and/or providing the Services.
- 10.2 You will impose the obligation of confidentiality as mentioned in clause 10.1 on your employees engaged in the supply of Goods and/or the provision of the Services.
- 10.3 The restriction in clause [10.1](#) does not apply to
- (a) any information which was already in your possession before it was disclosed to you under the Order or was already in the public domain; or
 - (b) any disclosure required by law.

11. INTELLECTUAL PROPERTY

- 11.1 In relation to the Goods and Services, you warrant that you own or will own all Goods and (other) materials produced under the Order, and that they are original, shall not be defamatory, and shall not infringe the rights of any third party or be in any way unlawful.
- 11.2 If you make use of the services of any third party, you will procure an assignment of intellectual property rights and waiver of moral rights from such third party in respect of all materials produced under the Order at no cost to Oxfam, unless you agree otherwise with Oxfam in writing.
- 11.3 You hereby assign to Oxfam all existing and future intellectual property rights in Goods and (other) materials produced under the Order. You will do, at Oxfam's reasonable cost, all acts that may be necessary to give effect to this assignment.
- 11.4 You irrevocably waive in favour of Oxfam all moral rights or similar rights in any jurisdiction which you have or will have in any Goods and (other) materials produced under the Order.
- 11.5 Neither you nor Oxfam shall acquire any right, title or interest in the other's pre-existing (that means prior to the Order) intellectual property rights.

12. AUDIT AND COMPLIANCE

- 12.1 You will comply with such additional terms of which it may be notified by Oxfam, to enable Oxfam to fulfil its obligations to any institutional donor. In particular, you will grant such donors and/or auditors access to its financial and accounting documents on Oxfam's written request for audit purposes.
- 12.2 Where required by donors for audit purposes, Oxfam and its customers (including other Oxfam affiliates) may allow the donor or its agents to access information provided by you, including quotation and/or tender information.
- 12.3 You shall grant Oxfam reasonable access to your records and premises in order to monitor your compliance with the terms of these Conditions.

13. INSURANCE AND LIABILITY

- 13.1 You shall have in force and maintain in force an appropriate third party (liability) insurance among which public liability, product liability, and employer's liability insurances which insurances shall indemnify Oxfam in the event of any claim or proceedings. Such insurance cover shall be for liability or loss under the Order, or the minimum cover (if any) mentioned in the Order, whichever is the greater.
- 13.2 You shall provide a copy of this policy and/or a proof of payment of premium for this policy on request from Oxfam.
- 13.3 Nothing in these Conditions shall operate to exclude or limit either party's liability:
- (a) for death or personal injury caused by negligence; or
 - (b) for fraud.
- 13.4 Oxfam's total liability in contract, tort (including without limitation negligence) or otherwise in connection with or arising out of the Order, shall be limited to the Price.

14. WARRANTIES AND INDEMNITIES

- 14.1 You warrant to Oxfam that:
- (a) the Goods will be of satisfactory quality and fit for any purpose held out by you or made known to you at the time the Order is placed;
 - (b) the Goods will be free from defects in design, materials and workmanship;
 - (c) the Goods will correspond with any relevant Specification or sample;
 - (d) the Goods will comply with all statutory requirements and regulations relating to the sale of Goods; and
 - (e) the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for Oxfam to expect in all the circumstances.
- 14.2 Oxfam's approval of designs furnished by you shall not relieve you of your obligations and liabilities under these Conditions.
- 14.3 Without prejudice to any other remedy, if any Goods and/ or Services are not supplied or performed in accordance with the Order, then Oxfam shall be entitled:
- (a) reject the Goods;
 - (b) to require you to repair the Goods or to supply replacement Goods and/ or Services at your risk and expense in accordance with the Order as soon as possible, within mutually agreed period; or
 - (c) At Oxfam's sole option and whether or not Oxfam has previously required you to repair the Goods or to supply any replacement Goods or Services, to treat the Order as discharged by your breach and require the repayment of (any part of) the Price which has been paid.
- 14.4 If you refuse or fail promptly to correct or replace such Goods when requested by Oxfam, Oxfam may itself, or through any agent or subcontractor, or otherwise, correct or replace such Goods and you agree to reimburse Oxfam for the costs incurred thereby. Goods corrected or replaced shall be subject to the terms of these Conditions in the same manner as those originally delivered hereunder.
- 14.5 In the case of breach or non-performance by you, you shall be in default without any notice of default being required.
- 14.6 You shall indemnify Oxfam in full against all liability, loss, damages, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Oxfam as a result of or in connection with:
- (a) your breach or negligent performance or failure in performance of the Order;
 - (b) your breach of any warranty given by yourself in relation to the Goods or the Services;
 - (c) defective workmanship, quality or materials;
 - (d) any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises directly

from compliance with any Specification supplied by Oxfam;

- (e) any act or omission of you or your employees, agents or sub-sellers in supplying, delivery and installing the Goods;
- (f) any act or omission of any of your personnel in connection with the performance of the Services;
- (g) any claim made against Oxfam by a third party arising out of or in connection with the supply of the Goods, for losses or damage arising out of a direct or indirect breach, negligent performance or failure or delay in performance of the Order by you, your employees, agents or sub-sellers; and
- (h) any claim made against Oxfam by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods (including, without limitation, manufacturing defects, design defects, and instruction and warning defects).

15. TERMINATION

- 15.1 Oxfam shall be entitled to terminate the Order at any time by giving you not less than one (1) month's written notice.
- 15.2 Either party may terminate the Order with immediate effect where:
- (a) the other is in material breach of any of its obligations under the Order and the breach is not capable of remedy or where the breach is capable of remedy, it fails to remedy the breach within 30 days of being required in writing to do so; or
 - (b) either party goes into liquidation, is declared bankrupt or has a bankruptcy order made against them, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed over some or all of its assets, or any similar procedure in any jurisdiction provided it is admitted under the applicable laws.
- 15.3 Oxfam shall be entitled to terminate the Order immediately if in its reasonable opinion you commit any fraud or malicious act or do anything which, in the opinion of Oxfam, is likely to bring Oxfam into disrepute.
- 15.4 On termination of the Order, you undertake to immediately return any Oxfam property in your possession or control. You also (unless otherwise specified by Oxfam) undertake to irretrievably delete any information relating to the Order stored on any magnetic or optical disk or memory which is in your possession or under your control outside the premises of Oxfam.

16. FORCE MAJEURE

- 16.1 If either party is prevented or delayed in the performance of any of its obligations under the Order by any circumstance not reasonably foreseeable at the date of the Order, beyond the reasonable control of the party affected, including events of the magnitude of acts of war or terrorism, military disturbances, nuclear or natural catastrophes, epidemic or pandemic, government law, order, or regulation, or acts of God (a "Force Majeure"), then such affected party shall give prompt written notice to the other party specifying the

nature, extent, effect and likely duration of the force majeure and provide such evidence as may be available. In these circumstances the party shall not be liable for the performance by the stipulated date from the date of such notice for such period as the delay shall continue or the Order is terminated by either party in accordance with clause 16.6, whichever is shorter.

- 16.2 Notwithstanding the relief granted by this clause the party seeking to rely on it shall nevertheless use its best endeavours in any situation where it has invoked this clause to perform its relevant obligations.
- 16.3 Neither party shall be entitled to relief under this clause in any circumstances where it has caused or substantially contributed to any delay or failure in the performance of its obligations.
- 16.4 In the event described in clause 16.1, the performance of the Order will be suspended. Parties can optionally decide - with mutual consent - to an adjustment of the scope of the Order for a specific period of time.
- 16.5 If the Force Majeure has lasted longer than ten (10) calendar days or may reasonably be expected to last longer than ten (10) calendar days, either party shall be entitled to terminate the Order by written notice to the other party with immediate effect and without recourse to the courts. Such termination shall be without prejudice to the rights of the parties in respect of any breach of these Conditions occurring prior to such termination.

17. DISPUTE RESOLUTION; APPLICABLE LAW

- 17.1 If any dispute arises in connection with the Order, the parties will arrange a meeting to seek to resolve that dispute. If after two (2) weeks the parties have not reached a solution or the dispute is otherwise ongoing, the parties shall attempt to settle the dispute by mediation before litigation is threatened or commenced. The mediator shall be jointly agreed by the parties and the parties shall share the cost of the mediator.
- 17.2 If no agreement is reached about the mediator's person and / or the mediation has not led to a settlement of the dispute between the parties, the dispute will in the first instance exclusively be settled - in deviation from the legal rules for the jurisdiction of the civil court – by the court of The Hague. However, Oxfam still remains competent to submit a dispute to the competent court under the applicable law or applicable international treaty.
- 17.3 These Conditions and each agreement between the Supplier and Oxfam shall be governed exclusively by and in accordance with the laws of The Netherlands. The applicability of the Convention of Contracts for the International Sale of Goods / Weens Koopverdrag (CISG1980) is expressly excluded.

18. ASSIGNMENT AND SUB-CONTRACTING

- 18.1 Oxfam may assign, transfer or sub-contract their rights and/or obligations under the Order. The Order is personal to you and you shall not assign or transfer or sub-contract any of your rights and/or obligations under the Order without the prior written consent of Oxfam.
- 18.2 If all or any of your obligations under the Order are transferred to a third party, you shall ensure that the

subcontractor complies by all statutory and legal requirements.

19. GENERAL PROVISIONS

- 19.1 No variation to the Order or these Conditions shall be valid unless it is in writing and signed by both parties.
- 19.2 You shall be an independent contractor and nothing in the Order shall render you an employee, worker, agent or partner of Oxfam.
- 19.3 Nothing in the Order or these Conditions shall create any partnership, joint venture, or similar relationship between the parties.
- 19.4 The Order and these Conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding in relation to its subject matter. All other terms and conditions expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law.
- 19.5 Without the prior written permission of Oxfam, the supplier's obligations arising from the Order and the execution of the contract itself, or any part thereof, will not be transferred to a third party. Transfer of obligations of the Order to a third party and/or the execution of (part of) the agreement by a third party shall not affect to the liability of the supplier for the proper performance of the contract.
- 19.6 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing by any means (including e-mail) which leaves certifiable evidence of its reception date by the other party and addressed to the other party at the address set out in these Conditions or such other address as may be notified by that party to the other in writing.
- 19.7 No failure or delay by either party in exercising any of its rights under the Order shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Order by the other shall be considered as a waiver of any subsequent breach.
- 19.8 If any provision of the Order or these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

No third party shall have any rights under this Agreement, other than as expressly permitted under the applicable laws.

Oxfam's Joint Code of Conduct

It is important for us to ensure that the conduct of all people connected to our work is in keeping with the organisation's beliefs, values and aims.

The aim of this Code of Conduct is to give you guidance regarding the key issues that you need to be aware of, and the standards by which you would be expected to behave in certain circumstances. The Code applies to everyone associated with Oxfam, regardless of location, and in accepting your contract/agreement with Oxfam, you undertake to discharge your duties and to regulate your conduct in line with the requirements of this Code. The Code is designed for your guidance and protection, although a breach may result in the termination of our contract/agreement with you/your organisation and, in some cases, may lead to criminal prosecution.

Whilst recognising that local laws and cultures differ considerably from one country to another, Oxfam is an International Non-Governmental Organisation (INGO), and therefore the Code of Conduct is based on International and UN standards. The Code reflects Oxfam's fundamental mission and values, and seeks to ensure that those representing the work of Oxfam avoid using possible unequal power relationships for their own benefit.

Oxfam International

Oxfam is a group of organizations working together internationally to find lasting solutions to poverty and injustice.

Aim:

That all human beings have the basic right to:

- earn a decent living to support themselves and their families
- enjoy basic education and health care
- get help in life-threatening disasters
- speak out for their rights
- be treated as equal.

Code of Conduct: Standards and Values

I will:

1. Uphold the integrity and reputation of Oxfam by ensuring that my professional and personal conduct is demonstrably consistent with Oxfam's values and standards.

I will seek to maintain and enhance public confidence in Oxfam and, where appropriate, my organisation by being accountable for the professional and personal actions I take and

manage the power that comes with my position with appropriate restraint.

I will also be sensitive to, and respectful of, local customs and culture, even if the norms and values in that cultural context differ from the Code of Conduct. I will if necessary seek (and will receive) support and advice from Oxfam.

I will not work under the influence of alcohol or use, or be in possession of, illegal substances on Oxfam premises vehicles or accommodation, nor where relevant, those of my organisation.

2. Treat all people with respect and dignity and challenge any form of harassment, discrimination, intimidation, exploitation or abuse

Working with Oxfam, I hold a privileged position of power and trust in relation to the partners and the communities that Oxfam serves. When carrying out activities/services for Oxfam I understand that it is important not to abuse my own position of power/unequal power relationships in any way.

Recognising my role in Oxfam's mission to challenge injustice and poverty, I will respect all peoples' rights, including children's rights, and I will contribute to a working environment characterised by mutual respect, integrity, dignity and non-discrimination.

I will ensure that my relationships and behaviour in (or related to) the execution of the activities/services under the contract/agreement with Oxfam are not exploitative, abusive or corrupt in any way.

I will respect all peoples' rights, including children's rights, and will not engage in any form of sexual abuse or exploitation of any persons of any age.

In line with international standards, I will not have sexual relations with children (defined as under 18 years old) or with beneficiaries in exchange for assistance or any other reason recognising in both cases the inherent unequal power dynamics and that such behaviours can undermine the integrity and credibility of the work of Oxfam and/or my organisation.

I will not exchange money, offers of employment, employment, goods or services for sex or sexual favours, nor any forms of humiliating, degrading or exploitative behaviour during the contract/agreement with Oxfam, understanding that these standards exist to challenge sexually exploitative and abusive behaviour.

I will use my best endeavours to report any such behaviours or malpractice in the workplace by others through recognised confidential reporting systems. **(Note 1)**³.

3. Perform my duties and conduct my private life in a manner that avoids possible conflicts of interest with the work of Oxfam.

I will declare any financial, personal, family (or close intimate relationship) interest in matters of official business which may impact on the work of Oxfam and/or my organisation (e.g. contract for goods/services, employment or promotion within Oxfam, partner organizations, beneficiary groups).

I will advise Oxfam of any intention to seek a nomination as a prospective candidate or another official role for any political party or public office to clarify whether any conflict, or perceived conflicts, with my duties with Oxfam and/or my organisation may arise.

Even when the giving and acceptance of gifts is normal cultural practice I will reject monetary gifts or inappropriate gifts from governments, beneficiaries, donors, suppliers and other persons, which have been offered to me as a result of my association with Oxfam and/or the role I have in my organisation. Where the giving and acceptance of gifts is normal cultural practice, I will ensure that such gifts are within the limits of reasonable judgements and in accordance with procurement policies and I will report gifts to Oxfam and where appropriate hand them onto Oxfam.

I will assure that assistance by Oxfam and/or my organisation, where appropriate, is not provided in return of any service or favour from others.

I will act against any form of corruption and not offer, promise, give or accept any bribes.

4. Be responsible for the use of information, equipment, money and resources to which I have access by reason of my association with Oxfam.

I will use my discretion when handling sensitive or confidential information during the execution of my contract/agreement with Oxfam.

I will seek authorization before communicating externally in Oxfam's name and will avoid any unintended detrimental repercussions for me or for Oxfam and/or my organisation.

I will appropriately account for all Oxfam money and property, (e.g. vehicles, office equipment, Oxfam-provided accommodation, computers including the use of internet, email and intranet).

5. Protect the health, safety, security and welfare of all Oxfam employees, volunteers and contractors.

I will undertake and act on appropriate risk assessments.

I will comply with local security management guidelines and be pro-active in informing management of any necessary changes to such guidelines.

I will behave in such a way as to avoid any unnecessary risk to the safety, health and welfare of myself and others, including partner organizations and beneficiaries.

6. Promote human rights, protect the environment and oppose criminal or unethical activities.

I will ensure that my conduct is consistent with the human rights framework to which Oxfam subscribes.

I will use my best endeavours to protect the natural environment and work in a sustainable way.

I will contribute to preventing all forms of criminal or unethical activities.

I will inform Oxfam of any relevant criminal convictions or charges I have had prior to my association in which Oxfam may have a legitimate interest.

I will also notify Oxfam if I face any criminal charges during my association with Oxfam that may impede my ability to perform the duties of my position subject to national legislation. **(NB: Partner organisations** this will include any other Board member also)

I have read carefully and understand the Oxfam Non-Staff Code of Conduct and hereby agree to abide by its requirements and commit to upholding the standards of conduct required to support Oxfam's quality of performance and reputation.

NB: Partner organisations: I also agree to ensure that every person in my organisation as well as any partners, volunteers or contractors involved in any way in Oxfam activities under our

³ ONL Email: integrity@oxfamnovib.nl Online: Misconduct Webform: <https://oxfam.clue-webforms.co.uk/webform/misconduct/en>

contract/agreement read, understand and abide by these requirements and commit to upholding the standards presented in this code of Conduct.

Due diligence: As a charitable organisation, Oxfam must take care to protect its assets and funds. One of the steps that Oxfam takes to comply with this legal duty is to conduct adequate and proportionate due diligence on suppliers prior to entering into a contract. This includes checking legal registration and financial solvency, but may also include other checks

Important note: Oxfam performs a regular screening check of all suppliers against international sanctions lists.

Name.....

Date.....

Signature.....