

MEMORANDUM OF UNDERSTANDING

between

SECRETARY OF STATE FOR THE HOME DEPARTMENT

and

**THE INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM), MISSION
IN VIETNAM**

**AWARD OF GRANT FUNDING IN SUPPORT OF TACKLING MODERN
SLAVERY IN VIETNAM**

FY 2018/19 to FY 2020/21

**HOME OFFICE
MODERN SLAVERY UNIT**

**2 Marsham Street
London SW1P 4DF**

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Legal Status

In accordance with the International Organization for Migration (Immunities and Privileges) Order 2008 (SI2008/3124), this Agreement cannot be construed as a contract which is enforceable in the courts. Nevertheless, both Parties intend to comply with its provisions, and shall apply its arrangements.

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Partner as an intergovernmental organization.

1. Introduction and Definitions

- 1.1. This Memorandum of Understanding is the written agreement (the "**Agreement**") between the Parties and consists of these terms and conditions (comprised of twenty-three (23) Clauses, four (4) Schedules and five (5) Annexes) and any other document, plan or specification referred to herein. It replaces any other terms and conditions previously agreed with the International Organization for Migration (the "**Partner**") for the provision and operation of the Scheme.
- 1.2. In this Agreement:
 - (a) "**Asset**" means any physical item (equipment, supplies or other property), or group of items purchased together, which cost more than GBP 5,000, excluding VAT, purchased with funds provided wholly by the Authority under this Agreement for the purpose of delivering the Scheme.
 - (b) The "**Authority**" means the Secretary of State for the Home Department acting on behalf of the Crown through the Home Office's Modern Slavery Unit
 - (c) "**Background IPRs**" means any pre-existing intellectual property rights (IPR) vested in or licensed to either Party prior to the award of this Agreement and/or created by either Party independently of the Purpose and/or without the Grant.
 - (d) "**Commercially Sensitive Information**" means information of a commercially sensitive nature that may cause the Partner significant commercial disadvantage or material financial loss relating to the (a) pricing of the Agreement, (b) Partner's Intellectual Property Rights (IPR), and (c) Partner's business and investment plans.
 - (e) A "**Critical Incident**" means any incident where the outcome or consequence of that incident is likely to result in serious harm to any individual; or significant community impact; or significant impact on public confidence in the Authority, including the provision of the Scheme.

- (f) **“Data Protection Principles”** mean the Partner’s own obligations to protect data as described in Part 1 of the IOM Data Protection Manual¹.
- (g) A **“Day”** means any calendar day Sunday through Saturday (inclusive).
- (h) **“Delivery Proposal”** means the Partner’s proposal at Annex C for achieving the Authority’s objectives described in Schedule 1.
- (i) **“Duplicate Funding”** means being funded from elsewhere (i.e. from other external sources) to deliver the same or similar activity. Alternate sources of funding, for example, any match or pooled funding, where declared, would not be considered Duplicate Funding so long as the Partner can demonstrate what additionality (volumes; scope; geography) this enables the Purpose to achieve.
- (j) **“Eligible Expenditure”** means expenditure incurred by the Partner in accordance with and/or in order to achieve the Purpose or as otherwise agreed between the Parties. Eligible Expenditure includes an amount to cover the cost of providing an Independent Assurance report, in relation to this Grant.
- (k) The **“Funding Period”** means Eligible Expenditure incurred during the period:
- Year 1: 01/10/2018 to 31/03/2019
 - Year 2: 01/04/2019 to 31/03/2020
 - Year 3: 01/04/2020 to 31/03/2021
- (l) The **“Grant”** means the monies payable in GBP (£) sterling by the Authority to the Partner under the terms of this Agreement, the amount of which (the **“Grant Amount”**) shall not be more than:
- Year 1: **£297,830.65** Two hundred and ninety-seven thousand eight hundred and thirty pounds, sixty-five pence
- And indicative future funding as follows [to be confirmed in writing by the Authority in the relevant year]:
- Year 2: **£1,317,189.23** One million three hundred and seventeen thousand, one hundred eighty-nine pounds and twenty-three pence
 - Year 3: **£829,780.22** Eight hundred and twenty-nine thousand seven hundred and eighty pounds and twenty-two pence, and
- (m) A **“Grant Variation Notice”** means the official communication notifying the Parties and specifying the changes that have been made to the Agreement.

¹ IOM Data Protection Manual can be viewed online:
http://publications.iom.int/system/files/pdf/iomdataprotection_web.pdf

- (n) **"Information Acts"** means the Data Protection Act 2018, General Data Protection Regulation 2016/679, Freedom of Information Act 2000 and the Environmental Information Regulations 2004.
 - (o) **"Intellectual Property Rights"** or **"IPRs"** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, branding, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Commercially Sensitive Information.
 - (p) A **"Month"** means a calendar month.
 - (q) The **"Partner"** means the International Organization for Migration (IOM) whose Country Office in Vietnam is 304 Kim Ma Ba Dinh, Hanoi Vietnam
 - (r) A **"Party"** means a signatory party to this Agreement.
 - (s) The **"Purpose"** means to fund the means to fund the tackling of modern slavery in Vietnam, as fully detailed in Schedule 1 and Annex C.
 - (t) **"Staff"** means any person employed or engaged by the Partner and acting in connection with the operation of this Agreement including the Partner's employees, agents, suppliers, volunteers and sub-contractors, any consultants and professional advisers (and their respective employees, agents, suppliers and Sub-contractors) used in the delivery of the funded outcomes.
 - (u) **"Working Day"** means any day Monday to Friday (inclusive) but excluding English public holidays.
- 1.3. References to the singular include the plural and vice versa.
 - 1.4. References in this Agreement to Clauses, Appendices, Annexes, and the Schedules are references to the clauses, sub-clauses, appendices, annexes of and schedules to this Agreement.
 - 1.5. The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of the Agreement.
 - 1.6. References to an Act of Parliament shall be deemed to include any subordinate legislation of any sort made from time to time under that Act.
 - 1.7. Any references to policy bulletins, enactments, orders, statutes, regulations or other similar instruments shall be construed as a reference to the policy bulletin, enactment, order, statute, regulation or instrument as amended or replaced by any subsequent policy bulletin, statute, enactment, order, regulation, or instrument.
 - 1.8. Nothing in this Agreement shall be deemed to constitute a partnership or agency relationship between the Parties at any time.

Terms and Conditions

2. Grant Offer

- 2.1. Subject to the Partner complying with the terms and conditions set out in this Agreement, the Authority offers to pay the Grant to the Partner as a contribution towards Eligible Expenditure.
- 2.2. The Partner acknowledges that the Authority agrees to fund it only for the amount, the Funding Period and for the Purpose specified in this Agreement.
- 2.3. The Authority and Partner may mutually agree to extend the provisions of the Grant to enable continuance of the Purpose for up to 2 (two) further financial years i.e. 2021/22 and 2022/23. Where this option is exercised, the Grant will be varied in accordance with Article 18 ("Amendments to the Agreement").
- 2.4. This Grant is paid to the Partner in exercise of the power conferred by International Development Act 2002.

3. Purpose and extent of the Grant

- 3.1. The Partner may not use the Grant for any activities other than the Purpose, or as approved in writing by the Authority. Further details of the Purpose of the Grant are as defined in Schedule 1 (the "Purpose").
- 3.2. The Partner is not permitted to charge, apply fees to or require payment for any activity provided in connection with this Agreement or otherwise use the Grant to undertake or engage in activities that result in commercial gain or profit.
- 3.3. For the avoidance of doubt, no profit, dividends, bonuses and/or any similar or equivalent benefit will be paid to Staff.
- 3.4. Before entering into any agreement with another organisation offering supplementary funding towards delivery of the Purpose, the Partner must inform the Authority of the details including, but not necessarily limited to, the organisation, value, scope, nature and any conditions of the funding. Such an agreement must not conflict with the core responsibilities in delivering the Purpose.

4. Amount of the Grant

- 4.1. The Authority has agreed funding of **up to** the Grant Amount, subject to compliance by the Partner with the terms of this Agreement.
- 4.2. The Partner acknowledges that the Grant is not a consideration for any taxable supply for VAT purposes. The Grant Amount is therefore awarded exclusive of any VAT chargeable, and the Parties agree that the Authority's obligation does not extend to paying any amounts in respect of VAT in addition to the grant.
- 4.3. Where VAT is or becomes chargeable on the Grant Amount, the Authority shall, subject to the receipt of a valid VAT invoice, promptly pay the Partner the amount of such VAT at the prevailing rate.

4.4. Eligible Expenditure is net of VAT recoverable by the Partner from HM Revenue & Customs and gross of irrecoverable VAT.

5. Timing of the Grant

5.1. Payments will be made quarterly in advance of expenditure in accordance with Schedule 2, and within thirty (30) Days of the receipt of a correctly submitted payment request in the form of Annex A and the supporting monitoring information set out in Schedule 3; the first payment will be made in advance and will be triggered by the Parties' signature of the Agreement and receipt of a completed Annex A request form.

5.2. In order for any payment to be released, the Authority will require the Partner to:

- (a) have signed and returned a copy of this Agreement to the Authority;
- (b) have provided the appropriate bank details; and
- (c) be in compliance with the terms and conditions of this Agreement.

5.3. Payments will be made by BACS using account details that the Partner must supply to the Authority on headed notepaper, signed by a senior finance official. The Partner is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. The information which the Authority requires to enable a new or change of BACS payment details is as follows:

Partner Details

- 1. Registered name of company
- 2. Trading name of company
- 3. Company registration number
- 4. Vat registration number

Partner Address Details

- 1. Registered Address:
- 2. Credit Control/Finance Address

Contact Details

- 1. Email address for purchase orders
- 2. Email address for remittance advice
- 3. Email address for invoice queries
- 4. Telephone Number for Accounts Receivable/Credit Control

Payment Details

- 1. Bank Name
- 2. Branch name and address
- 3. Company Bank Account Name
- 4. Bank Account Number
Bank Account Sort Code

5.4. In the event of a change in bank details, the Partner should immediately notify the Authority of the new information. Such notification must be

provided in writing, in PDF format, and in accordance with the requirements of Clause 5.3 and 5.4.

- 5.5. The Authority reserves the right to withhold all or any of the Grant, except for expenditure actually incurred in achieving the outcomes within the scope of this Agreement, if the Authority has reasonably requested information / documentation from the Partner and this has not been received by the Authority in the timescales reasonably required.
- 5.6. The Authority is not permitted to pay the Grant in "advance of need". If the Authority reasonably believes that payment is being made in "advance of need", it may change the timing and/or the amount of any outstanding Grant payments.
- 5.7. Nothing in this Agreement shall oblige the Authority to provide the Grant beyond the Funding Period. Any sums incurred after this date, as a consequence of the work carried out in this Agreement, are subject to prior written approval by the Authority, such approval not to be unreasonably withheld.

6. Managing the Grant

- 6.1. The Partner shall account for the Grant on an accruals basis. This requires the cost of goods and/or services to be recognised when the goods and/or services are received, rather than when they are paid for.
- 6.2. Each Party must notify the other of:
 - (a) At least one nominated person who will act as the Party's authorised representative; and
 - (b) the contact details of the authorised representative and any deputies.

These details will be maintained and updated as required using Annex B.

- 6.3. The Partner shall submit reports and in-year monitoring information as detailed in Schedule 3.
- 6.4. The Authority may, in addition, ask the Partner to clarify information provided to it. If so, the Partner shall comply with any reasonable request.
- 6.5. The Partner shall provide the Authority with Quarterly reports and in-year monitoring information narrative reports and financial statements as required in Schedule 3.
- 6.6. Where the Partner has obtained supplementary funding from a third party for its delivery of any part of the Purpose, the Partner shall include the amount of such supplementary funding in its financial statements together with details of what that supplementary funding has been used for.
- 6.7. The Authority may ask the Partner to provide it with an end-year monitoring report (also referred to as an "outturn statement"). If so, the Partner shall comply with any reasonable request.

- 6.8. The Authority may at its discretion provide the Partner with feedback on the adequacy of the outturn statement and may also require the Partner to re-submit the outturn statement, having taken into account any issues raised in the Authority's feedback.
- 6.9. The Partner must notify the Authority as soon as reasonably practicable that an underspend is forecast. Should any part of the Grant remain unspent or uncommitted at the end of the Funding Period, the Partner shall ensure that any unspent or uncommitted monies are returned to the Authority, unless otherwise agreed in writing by the Authority.
- 6.10. The Partner shall promptly notify and repay to the Authority any overpayment or monies incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant has been paid in error before the Partner has complied with all conditions attaching to the Grant.
- 6.11. Wherever under this Agreement any sum of money is recoverable from or payable by the Partner (including any sum that the Partner is liable to pay to the Authority in respect of any Breach), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Partner under this Agreement.
- 6.12. The Partner may not transfer funds between this Grant and other grants made to it.
- 6.13. The Partner's Treasurer, Finance Officer, or other officer of equivalent standing (the "Finance Officer") shall ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Finance Officer should take all necessary steps to ensure that the Grant is accounted for and monitored separately from all other funding received by the Partner.
- 6.14. The Partner shall have appropriate and proportionate contingency plans in place to ensure continuity of delivery of the Purpose, and the Authority may have sight of these contingency plans and request assurance from the Partner as to their implementation, where necessary, to ensure continuity of delivery of the Purpose.
- 6.15. The Partner shall prepare a plan which sets out the provisions required to achieve a controlled closure of the Programme as required by Schedule 4.

7. Records to be kept

- 7.1. The Partner must:
 - (a) maintain and operate effective monitoring and financial management systems; and
 - (b) keep a record of all expenditure funded partly or wholly by the Grant; and retain all accounting records relating to this for a period of at least five (5) years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings,

accounts, deeds, and any other relevant documentation, whether in writing or in electronic form.

- 7.2. Where the Partner is working in partnership and its partner(s) wish to retain such documentation, the Partner should obtain from the partner(s):
- (a) an annual, written statement, signed by the partner's treasurer, of how the money was spent; and
 - (b) a signed undertaking that the partner will retain such documents for the period prescribed above.
- 7.3. Where funds provided under this Agreement are spent on capital items, the Partner must, where applicable:
- (a) Maintain an Asset register of such capital Assets. This register shall record as a minimum,
 - the date the item was purchased,
 - the price paid, and
 - the date of disposal
 - (b) Provide proof of insurance coverage for the useful life of the relevant capital Asset
 - (c) Make the capital Assets available for inspection
- 7.4. Assets will be the property of the Partner for the duration of the Funding Period.
- 7.5. The Partner shall undertake all necessary maintenance and upkeep activities including but not limited to the proper insurance, routine inspection, testing, maintenance, repair and refurbishment of such Assets.
- 7.6. The Partner shall maintain records in relation to Assets which require active maintenance and will make them available to the Authority upon reasonable request.
- 7.7. On the expiry or termination of this Agreement (howsoever caused), title in the Assets shall transfer to the Authority, unless otherwise expressly agreed in writing between the Parties.
- 7.8. At any time after purchase, where the Partner proposes to sell or change the use of the Asset then the Partner must consult the Authority to determine what should happen to the proceeds of the sale.
- 7.9. The Authority may require the Partner to:
- a. seek approval prior to disposal of any of the Assets, and
 - b. return proceeds from sale of any Assets to the Authority.
- 7.10. The provisions of Clause 7.10 and 7.11 shall survive the termination of this Agreement, however that occurs.

8. Audit and inspection

- 8.1. The Partner should follow international accounting standards or Statement of Recommended Practice in the case of charitable organisations.
- 8.2. The Partner shall without charge, permit any officer or officers of the Authority, agents, external auditing bodies (e.g. European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees access to its Staff, premises, facilities and records and shall, if so required, provide appropriate oral or written explanations from them, for the purpose of examining, discussing, monitoring and evaluating the Partner's fulfilment of the conditions of this Agreement and the economy, efficiency and effectiveness with which the Grant has been used. The Authority shall endeavour to provide due notice of its intent to conduct an audit.
- 8.3. Further to Clause 8.2, any officer or officers of the Authority, external auditing bodies (e.g. European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees, may also examine and take copies of the Partner's books of account and such other documents or records as in such officers' view may relate to the use of Grant.
- 8.4. The Authority shall endeavour to provide due notice of its intent to undertake activities described in Clauses 8.2 and 8.3.
- 8.5. The Partner will be required to manage and collate financial and performance information from remote sites.
- 8.6. When publicly available, the Partner will send free of charge the general statement regarding external audit of IOM projects by IOM's external auditors to the Authority.
- 8.7. Upon request, and availability, the Partner will make available to the Authority a copy of its latest audited accounts, or a cashflow statement and forecast. This should be:
 - (a) A hard copy sent by traditional post, or
 - (b) An electronic copy sent by email (e.g. a hyperlink to a public facing website or PDFs of the documents)
- 8.8. In all cases, the Partner shall supply the Authority with all such financial information, as is reasonably requested from time-to-time, on an open book basis.
- 9. Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant**
- 9.1. The Partner must ensure that all reasonable steps have been taken to ensure that it and anyone acting on its behalf shall possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in conformance with all relevant law for the time being in force (so far as binding on the Partner).

- 9.2. Where the Grant will be distributed outside the United Kingdom and/or the European Union the Partner shall use its best endeavours to ensure that:
- (a) such funding does not contravene the laws of any other country; and
 - (b) such funding is not used to support activities which could bring the Authority's name into disrepute.
- 9.3. The Partner shall ensure that it has relevant organisational policies in place to deliver the Purpose. These should include, but not be limited to whistleblowing, safeguarding; *diversity and equality; ethical behaviours; data protection; information security* shall remain current for the duration of the Funding Period and be reviewed regularly by appropriately senior Staff and confirmed by the board. All Staff must be aware of these policies and of how to raise any concerns.
- 9.4. No aspect of the activity funded by the Authority may be party-political in intention, use, or presentation.
- 9.5. The Partner must take all reasonable steps to ensure that it and anyone acting on its behalf shall not bring the Authority or the Programme into disrepute for instance by reason of prejudicing the Purpose and/or being contrary to the interests of the Authority.
- 9.6. At all times whilst delivering the Purpose the Partner shall be mindful of the intent, and apply the spirit, of the UK Government's "Supplier Code of Conduct"¹ which outlines the standards and behaviours that the government expects of all its delivery partners
- 9.7. The Grant may not be used to support or promote religious activity. This will not include inter faith activity.

10. Procurement procedures

- 10.1. The Partner must secure the best value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services.
- 10.2. In procuring any goods or services using Grant monies, the Partner shall follow its own procurement guidelines.
- 10.3. Where the Partner enters into a sub-contract (or other form of agreement or arrangement) for the provision or delivery of any part of the Purpose, the Partner shall ensure that a term is included in the sub-contract which requires the Partner to pay all sums due to the sub-contractor within a specified period not exceeding thirty (30) Days from the date of receipt of a valid invoice as defined by the terms of that sub-contract.
- 10.4. If the Authority becomes aware that the Partner has failed to pay a Delivery Partner's undisputed invoice within thirty (30) Days of receipt, the Authority shall be entitled to publish the details of the Partner's late or non-payment (including on government websites and in the press).

The Authority shall notify the Partner in writing in advance of its intent to do so.

- 10.5. If the Partner follows a single tender procedure it must provide and document a full justification that can be robustly defended and maintain the relevant documentation on file. Such justification may apply in exceptional circumstances for example where:
 - (a) the requirement can demonstrably be met only by proprietary or specialist equipment; or
 - (b) the requirement can demonstrably be met only by a single available entity with extremely niche skills; or
 - (c) there are simply no alternative sources of supply.
- 10.6. Onward payment of the Grant and the use of Delivery Partners shall not relieve the Partner of any of its obligations under this Agreement, including any obligations to repay the Grant.
- 10.7. The Partner shall not carry out any activities that could be constituted as state-aided and nor shall it pay illegal state aid to any organisation or individual²

11. Conflict of interest and financial or other irregularities

- 11.1. The Partner and its Staff shall be careful not to be subject to conflicts of interest in respect of the Grant or the Purpose.
- 11.2. The Partner must take reasonable measures as per its rules and regulations to require all Staff and trustees to avoid any potential conflict of interest and to declare and personal or financial interest in any matter concerning the Partner's activities and to be excluded from any discussion or decision-making relating to the matter concerned.
- 11.3. If the Partner has reasonable grounds for suspecting financial irregularity in the use of any Grant paid under this Agreement, it must notify the Authority immediately, explain what steps are being taken to investigate the suspicion, and keep the Authority informed about the progress of the investigation. The investigation shall be conducted exclusively in accordance with the Partner's rules, procedures and due process requirements.
- 11.4. For the purposes of Clause 11.3, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by the Authority.
- 11.5. Further to Clause 3.4, the Authority may request information from the Partner regarding such other sources of funding if it reasonably believes there may be a conflict of interest for instance by reason of prejudicing the Purpose and/or being contrary to the interests of the Authority. Where such conflict arises, the Authority may at its sole discretion require that such supplementary funds are not used to deliver the Purpose.

² <https://www.gov.uk/guidance/state-aid>

- 11.6. The Partner shall not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or any other contract with the Authority or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract.

12. Breach of Grant Conditions

- 12.1. If the Partner fails to comply with **any** of the conditions set out in this Agreement, or if any of the events mentioned in Clause 12.2 occur, then the Authority may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid. The Partner must repay any amount required to be repaid under this condition within thirty (30) Days of receiving the demand for repayment.
- 12.2. The events referred to in Clause 12.1 are as follows:
- (a) The Partner purports to transfer or assign any rights, interests or obligations arising under this Agreement without the agreement in advance of the Authority; or
 - (b) Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be material; or
 - (c) The Partner takes inadequate measures to investigate and resolve any reported irregularity; or
 - (d) The Partner ceases to operate and/or changes the nature of its operations to an extent which the Authority considers to be significant or prejudicial; or
 - (e) The Partner is subject to a proposal for a voluntary arrangement or has a petition for an administration order or a winding-up order brought against it; or passes a resolution to wind up; or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the appointment of a receiver, administrator or liquidator; or
 - (f) commencement does not begin within two (2) Months of the award, and the Partner has failed to provide the Authority with satisfactory explanation for the delay, or
 - (g) Where the Authority considers that the Partner has not made satisfactory progress with its delivery of the Purpose as per the Monitoring and Evaluation plans described in Annex C and is unable to provide sufficient reasons for such lack of progress and does not have a plan on how such situation can be remedied, or
 - (h) the Partner has obtained Duplicate Funding from a third party to deliver the Purpose.

- 12.3. It is hoped that most difficulties encountered by the Partner can be overcome with the advice and support of the Authority. In the event that it becomes necessary to take steps to ensure Partner's full compliance with the terms and conditions of this Agreement, the Authority will write to the Partner giving particulars of its concern or of any breach of a term or condition of the Grant.
- 12.4. The Partner must act within thirty (30) Days (or earlier, depending on the severity of the problem) to address the Authority's concern or rectify the breach, and may consult the Authority or agree with it an action plan for resolving the problem. If the Authority is not satisfied with steps taken by the Partner to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of Grant, or to recover Grant funds already paid.
- 12.5. The Authority will act reasonably and proportionately in all the circumstances when exercising its rights under this provision to terminate on notice where such breach has occurred.
- 12.6. On termination of this Agreement for any reason, the Partner shall as soon as reasonably practicable return to the Authority any Assets or any unused funds (unless the Authority gives its written consent to their retention) then in its possession in connection with this Agreement.

13. Insurance coverage

- 13.1. The Partner shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance, or equivalent) in place, and shall provide evidence of such insurance to the Authority on request. This includes the loss or personal injury to persons undertaking activities in furtherance of the Purpose.

14. Indemnity

- 14.1. The Authority accepts no liability to the Partner or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they are caused by the Authority's negligence and misconduct.
- 14.2. The Partner agrees to indemnify the Authority for any costs, claims, damages or losses which arise as a result of negligence or misconduct by the Partner or out of any breach by the Partner of any terms of this Agreement.
- 14.3. Neither Party shall be liable for any delays in performing or failure to perform any of its obligations under the Agreement if such delay or failure is caused by a *force majeure* event, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of either Party. In such event, either Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

15. Intellectual Property Rights and Publicity

- 15.1. The Parties shall retain exclusivity in their own Background IPR.
- 15.2. The Partner retains any and all intellectual property rights to any material, product, and/or report produced by the Partner under this Agreement. The Partner shall however grant to the Authority at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Partner under the terms of this Agreement for such purposes as the Authority shall deem appropriate.
- 15.3. The Partner shall not publish any material referring to the Purpose or the Authority without the prior written agreement of the Authority.
- 15.4. Neither Party shall have the right to use any of the other Party's names, logos, branding or trade marks on any of its products or services without the other Party's prior written consent.
- 15.5. The Partner shall seek approval from the Authority prior to using the Authority's logo when acknowledging the Authority's financial support of its work. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 15.6. The Authority may freely share any information, branding, know-how, system or process developed using the Grant during the Funding Period to support similar or subsequent projects.

16. Funding Period and Termination

- 16.1. The Authority does not commit to renew or continue financial support to the Partner beyond the Funding Period.
- 16.2. Subject to Clauses 12.3 and 12.5, the Authority may terminate this Agreement forthwith by serving a written notice on the Partner if:
 - (a) the Grant or any part of it is being used for any purpose other than the Purpose set out in this Agreement;
 - (b) The Partner has made any false, incorrect or misleading statement in order to obtain this Grant or has been involved in any illegal activity or improper act in its administration;
 - (c) The Partner has failed to remedy any breach of this Agreement within thirty (30) Days (or such other period as the Authority agrees in writing) of being served with a notice pointing out the breach requiring its rectification.
- 16.3. The Partner may terminate this Agreement forthwith by serving a notice on the Authority in writing if it has made a written request for payment of a sum properly due to it under this Agreement and the Authority has failed to make payment of that sum within thirty (30) Days of receiving the request.

- 16.4. Notwithstanding Clauses 16.2 – 16.3 above, this Agreement may be terminated by either Party, in whole or part, by giving the other at least three (3) Months (or other time as may be agreed) notice in writing.
- 16.5. With reference to Clause 16.3, and in the event that the Authority exercises its right to give notice of termination under Clause 16.4, the Authority shall reimburse the Partner for any commitments, liabilities or expenditure which represent an unavoidable direct loss to the Partner by reason of the termination of the Agreement, provided that the Partner takes all reasonable steps to mitigate such loss.
- 16.6. In such an event, the Partner shall submit a fully itemised and costed list of unavoidable direct loss(es) which it would seek to recover from the Authority, with supporting evidence, of loss(es) reasonably and actually incurred by the Partner as a result of a termination in accordance with Clause 16.5.
- 16.7. Any payment due under Clauses 16.5 and 16.6 will be made within thirty (30) Days from receipt of a correctly submitted invoice(s), but in any case solely upon completion to the Authority's satisfaction, and at the Partner's sole cost, of any reasonable investigation required by the Authority of the costs detailed within the invoice(s). The Authority agrees that any such investigation shall be carried out as soon as reasonably practicable.
- 16.8. The right to reimbursement shall be excluded if termination of the Agreement is enacted under the provisions set out in Clause 16.2 above or where the Partner has exercised its rights with reference to Clause 16.4.
- 16.9. The Authority may at any time serve notice upon the Partner requiring it to cease using a particular sub-contractor or any individual acting on its behalf; the Authority will only do so where it has reasonable grounds to object to the continued use of such a sub-contractor or individual. Any such notice will be cognisant of the terms of Partner's sub-contract and, where appropriate, the need for an alternative to be provided.
- 16.10. Any termination of this Agreement will be without prejudice to any other rights or remedies of the parties under this Agreement or at law and will not affect any accrued rights or liabilities of the Parties at the date of termination.

17. Amendments to the Agreement

- 17.1. The Authority shall have the right to request amending the Agreement at any time provided that such amendment as required is related in nature to the Purpose and does not impose a material burden upon the Partner.
- 17.2. The Authority may, on not less than thirty (30) Working Days' notice to the Partner, amend this Agreement to ensure that it complies with any guidance issued by the UK's Information Commissioner's Office.
- 17.3. Additionally, either Party shall have the right to propose changes to the Agreement during the Funding Period.

- 17.4. Any amendments to this Agreement and/or the Grant Letter shall:
- (a) only be valid if they are documented using a Grant Variation Notice form template (Annex E) duly signed by an authorised representative of both Parties, and
 - (b) be recorded in Annex D.
- 17.5. The Agreement itself shall be updated and re-issued bearing the next sequential version control reference.
- 17.6. If the Parties cannot agree on the content of a change described in clauses 17.3 to 17.5 then the proposed change(s) will be withdrawn.
- 17.7. In all events the Authority shall hold the final right of rejection.

18. Confidentiality

- 18.1. The Partner undertakes to keep confidential and not to disclose and to procure that its Staff and Delivery Partners keep secret and do not disclose any information of a confidential nature which it has obtained by reason of this Agreement. Nothing in this Clause 18 applies to information which is already in the public domain or the possession of the Partner other than by reason of breach of this Clause 18.
- 18.2. The Partner shall not use any information which it has obtained as a result of this Agreement in any way which is inaccurate or misleading.
- 18.3. The Partner shall ensure that when required any information of a sensitive nature, howsoever held, is securely disposed of in accordance with the Authority's directions. If additional budget is required, the Partner will liaise with the Authority to agree costs in writing in advance of committing expenditure.
- 18.4. The Partner shall comply with its Data Protection Principles in the performance of this Agreement. The Partner shall ensure that any personal information disclosed to it in the course of delivering this Agreement is treated as confidential and should only be disclosed to a third party in accordance with its Data Protection Principles. In particular the Partner shall:
- (a) have in place appropriate policy and procedures to recognise and maintain the need for confidentiality; and
 - (b) ensure that without the necessary consent(s), personal or sensitive details are not released to the press (including in-house and trade) or any individual, entity or organisation not party to this Agreement; and
 - (c) ensure that any information concerning a vulnerable or potential victims of trafficking shall not be passed to, nor allowed to fall into the hands of any agency, company or individual not specified in the Agreement unless the Parties so agree in writing in advance.
- 18.5. The provisions of this Clause 18 shall survive the termination of this Agreement, however that occurs.

- 19. Data Protection, Data Sharing, Information Acts and Transparency**
- 19.1. The Partner acknowledges that the Agreement may be published on a public facing website, and that the Authority shall disclose payments made against this Agreement in accordance with the UK Government's commitment to efficiency, transparency and accountability.
- 19.2. Where applicable, the Authority is required to comply with the Information Acts, any subordinate legislation made and any guidance issued by the Information Commissioner.
- 19.3. Where appropriate, the Partner shall ensure that it has adequate provisions and controls in place to manage:
- (a) the processing of any data shared between itself and any Delivery Partner (and vice versa), and
 - (b) compliance with its obligations arising from its Data Protection Principles.
- 19.4. Nothing in Clause 18 shall prevent the Authority from sharing information obtained in relation to the Partner with any other government department or crown authority, provided that in disclosing information the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 19.5. The Partner hereby acknowledges that all government departments or crown authorities receiving such information may further disclose the information to other government departments or other crown 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 government department or any crown authority
- 19.6. The Partner, to the extent that it is not contrary to its Data Protection Principles and protection of its Commercially Sensitive Information, agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Agreement.
- 19.7. The Authority shall, acting reasonably, prior to publication, consult with the Partner to determine any matters which either Party may consider as Commercially Sensitive Information or be otherwise exempt. This will inform the Authority's decision regarding any redactions or exemptions for which the Authority shall, at its absolute discretion based on its own legal obligations, retain the final decision.
- 19.8. No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.
- 19.9. The Partner, since 1 March 2017, is a member of the International Aid Transparency Initiative (IATI) and works towards applying the IATI standards with a view to publishing information incrementally through the IATI platform. In line with the commitment of the Parties to this Agreement to transparency, the Authority gives consent for the Partner to publish data related to this Agreement (and any subsequent

amendments) and associated financial transfers via its website and via the IATI platform.

IATI Publisher Identifiers:

IOM: XM-DAC-47066

20. Notices

- 20.1. All notices, invoices and other communications relating to this Agreement shall be in writing and in English and shall be served by a Party on the other Party at its address shown at the head of this Agreement.
- 20.2. Notices delivered hereunder shall be deemed to be delivered:
 - (a) if delivered by hand, upon receipt;
 - (b) if sent by pre-paid registered first-class post (providing it is not returned as undelivered to the sender), two (2) Working Days after posting;
 - (c) if sent by electronic mail, on the date of delivery except when an electronic mail is sent on a Day which is not a Working Day or after 3:00pm on a Working Day, the electronic mail shall be deemed to have been received on the next Working Day.
- 20.3. If sent by facsimile transmission, on the date of transmission, provided that the transmission does not take place on a Day which is not a Working Day or after 15:00 hours on a Working Day, in which case, the transmission is deemed to have taken place on the following Working Day, and provided in any event that a confirming copy is sent to the other Party either by hand, or by first class post.

21. Contract (Rights of Third Parties) Act 1999

- 21.1. No person who is not a Party to this Agreement shall have the right to enforce any of its terms.

22. Dispute Resolution

- 22.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 22.2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) Months of receipt of the notice from one Party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 22.3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3

(three) Months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.

22.4. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

23. Governing Law

This Agreement shall be subject to and construed in accordance with applicable English Law.

Home Office

Modern Slavery Unit


14th January 2019

ACCEPTANCE OF GRANT


The International Organization for Migration accepts the offer of the Grant contained in this Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

On behalf of the International Organization for Migration:

Project Manager/Project Contact

Signature:	
Name:	Mr David Knight
Date:	09 January 2019
Position:	Chief of Mission

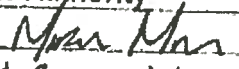
Treasurer, Finance Officer or equivalent (if different to above)

Signature:	
Name:	Ms. Tran Thi Phuong Giang
Date:	09 January 2019
Position:	Finance Officer

Bank details for Grant payment

Bank name:	CITIBANK
Branch name:	CITIBANK, N.A., LONDON
Sort code:	CITIGB2L
Account name:	IOM GENEVA
Account number:	11067702
Address:	Citigroup centre, Canary Wharf, London E14 5LB
Post code:	E14 5LB

Signed on behalf of the Authority

Signature:	
Name:	MIGAM MINTY
Date:	14/01/19
Position:	Head of Modern Slaves Unit - Hanoi

HOME OFFICE USE:**Payment instructions:**

Adelphi codes:	Directorate code	Cost centre	Account code (1)	Account code (2)	Project code	Supplier code
	0120	295014	79194		2950030	

SCHEDULE 1 – THE PURPOSE

THE PROJECT

- 1.1 This Schedule 1 sets out the Authority's intention to provide a Grant to enable the Partner to The Authority is providing the Grant to enable the Recipient to tackle modern slavery in Vietnam.

BACKGROUND

- 1.2 The first duty of the government is to keep citizens safe and the country secure. The Home Office has been at the front line of this endeavour since 1782. As such, the Home Office plays a fundamental role in the security and economic prosperity of the United Kingdom.
- 1.3 The Home Office is the lead government department for immigration and passports, drugs policy, crime, fire, counter-terrorism and police.
- 1.4 The Authority is responsible for the policy on prosecuting and disrupting individuals and groups responsible for modern slavery; preventing people from engaging in modern slavery; strengthening safeguards against modern slavery by protecting vulnerable people from exploitation and increasing awareness of and resilience; and reducing the harm caused by modern slavery through improved victim identification and enhanced support.
- 1.5 742 Vietnamese nationals were referred to the UK's National Referral Mechanism (NRM) in 2017, making Vietnam the second highest source country.
- 1.6 In October 2017 the Minister for Crime, Safeguarding and Vulnerability announced that the UK would spend at least £3m in Vietnam up to March 2021 to tackle modern slavery. £2.5m of this will be available for the activities described in this document.
- 1.7 The areas of focus are the five north and north-central provinces of origin for Vulnerable Victims of Trafficking / Potential Victims of Trafficking identified in the UK National Referral Mechanism - Nghe An, Quang Binh, Hai Phong, Ha Tinh and Quang Ninh
- 1.8 Vietnamese victims are trafficked for sexual and labour exploitation across the globe, including countries such as Taiwan, Malaysia, South Korea, Laos, China, Thailand, Saudi Arabia, Libya, Indonesia and the UK.
- 1.9 It is believed the actual number of victims is considerably higher than reported, as the majority of trafficked persons return without reporting they have been trafficked due to stigma and discrimination.
- 1.10 The UK has already supported a number of small anti-trafficking projects within Vietnam. The Modern Slavery Innovation Fund also supports small programmes within Vietnam, which aim to undertake research, awareness raising and prevention projects and capacity building

- 1.11 The programme outlined in this document will constitute the UK's main strategic action to tackle modern slavery from Vietnam. It will advance the UK's international objective to tackle modern slavery, which the Prime Minister has called "the greatest human rights issue of our time".
- 1.12 This Grant is paid to the Recipient in exercise of the power conferred upon the Secretary of State for the Home Department under the International Development Act 2002.
- 1.13 This Agreement provides a broad well defined framework in which the Partner may exercise independent discretion in achieving its Delivery Proposal.

KEY DELIVERABLES

- 1.14 The Grant shall be used to deliver a project that will achieve the following three broad policy impacts:
 - a. Preventing vulnerable populations from becoming victims
 - b. Strengthening the judicial response to human trafficking
 - c. Supporting the rehabilitation and reintegration of victims of trafficking

LIMITATIONS ON FUNDING USE

- 1.15 The Grant is paid from Official Development Assistance (ODA) and the Recipient shall make itself fully cognisant of the ODA eligibility criteria, primarily that the main purpose of the activity must be the promotion of the economic development and welfare of developing countries.
- 1.16 The Purpose may only be delivered in Vietnam.

KEY ROLES AND RESPONSIBILITIES

- 1.17 The Authority will nominate a Lead Officer who will work with the Partner's Project Manager to monitor the delivery of the agreed Purpose and act as the principal point of contact. Their name and contact details are recorded in Schedule 3 (Clause 3.12).
- 1.18 The Partner will nominate a Project Manager who shall have responsibility for ensuring delivery of the Purpose to achieve the outcomes and impacts. They shall act as the Authority's principal point of contact, and their details shall be recorded in Schedule 3 (Clause 3.13).

INDICATIVE EXPENDITURE BREAKDOWN

1.19 The total Grant Amount payable by the Authority to the Partner under the terms of this Grant Agreement shall not be more than

- Year 1: **£297,830.65** Two hundred and ninety-seven thousand eight hundred and thirty pounds, sixty-five pence
- Year 2: **£1,317,189.23** One million three hundred and seventeen thousand, one hundred eighty-nine pounds and twenty-three pence
- Year 3: **£829,780.22** Eight hundred and twenty-nine thousand seven hundred and eighty pounds and twenty-two pence

1.20 Payments will be made Quarterly in advance of expenditure in accordance with Schedule 2, and is intended to pay for the activities required to achieve the outcomes described in this Schedule 1.

1.21 Indicative expenditure has been identified as follows:

Organisation: **IOM Vietnam**
Project Title: **Vietnam MSF Project**

PART A: EXPENDITURE/COSTS		BUDGET ESTIMATE			
REF	Headings	2018/19	2019/20	2020/21	TOTAL: (£)
1. Eligible direct costs					
A	Staff Costs	£ 148,702.77	£ 297,405.54	£ 318,942.34	£ 765,050.65
B	Delivery Partners Costs	£ -	£ -	£ -	£ -
C	Other Direct Costs	£ 127,301.93	£ 930,371.74	£ 450,982.38	£ 1,508,656.05
	Total direct costs (A+B+C)	£ 276,004.70	£ 1,227,777.28	£ 769,924.72	£ 2,273,656.70
2. Eligible indirect costs					
D	Indirect & Overheads Costs	£ 21,825.95	£ 89,461.95	£ 59,855.50	£ 171,143.40
	Total Bid Cost (Direct + Indirect & Overheads)	£ 297,830.65	£ 1,317,189.23	£ 829,780.22	£ 2,444,800.10

SCHEDULE 2 – PAYMENT AND REPORTING SCHEDULE

Indicative Payment Schedule for delivering the Scheme during FY2018/2021

Payment of the Grant to fund the Scheme will be made in advance on or around the schedule set out in the table below, subject to fulfilment of the conditions set out in Clause 5, and subject to receipt of satisfactory financial and monitoring reports. Requests for payment (with the exception of the first payment) should only be made when actual expenditure exceeds the payments made.

Financial year	Payment reference	When	Payment	Information required
2018/19	1	Upon signature (in accordance with Clause 5.1 of the terms and conditions)	First 18/19 Payment £297,830.66 (Usual advance payments are up to 25% of annual budget. The 2018/19 payment is higher as Q1 and Q2 of 2018/19 have already passed)	A copy of the Agreement appropriately signed / authorised by all Parties
2019/20	2	March 2019 (ahead of the start of the 2019/20 financial year)	First 19/20 payment £329,297.31	A completed financial report Such payment will not be made unless and until the financial report has been checked by the Authority A request for interim payment in the form of a completed Annex A

Financial year	Payment reference	When	Payment	Information required
2019/20	3	When amount remaining unspent is equal to or less than 25% of the previous payment (equal to or less than £82,324.33)	Second payment £329,297.31	A completed financial report Such payment will not be made unless and until the financial report has been checked by the Authority A request for interim payment in the form of a completed Annex A
2019/20	4	When amount remaining unspent is equal to or less than 25% of the previous payment	Third payment £329,297.31	A completed financial report Such payment will not be made unless and until the financial report has been checked by the Authority A request for interim payment in the form of a completed Annex A
2019/20	5	When amount remaining unspent is equal to or less than 25% of the previous payment	Fourth payment £329,297.31	A completed financial report Such payment will not be made unless and until the financial report has been checked by the Authority A request for interim payment in the form of a completed Annex A

Financial year	Payment reference	When	Payment	Information required
2020/21	6	March 2020 (ahead of the start of the 2020/21 financial year)	First 20/21 payment £207,445.06	A completed financial report Such payment will not be made unless and until the financial report has been checked by the Authority A request for interim payment in the form of a completed Annex A
2020/21	7	When amount remaining unspent is equal to or less than 25% of the previous payment	Second payment £207,445.06	A completed financial report Such payment will not be made unless and until the financial report has been checked by the Authority A request for interim payment in the form of a completed Annex A
2020/21	8	When amount remaining unspent is equal to or less than 25% of the previous payment	Third payment £207,445.06	A completed financial report Such payment will not be made unless and until the financial report has been checked by the Authority A request for interim payment in the form of a completed Annex A
2020/21	9	When amount remaining unspent is equal to or less than 25% of the previous payment	Fourth payment £207,445.06	A completed financial report Such payment will not be made unless and until the financial report has been checked by the Authority A request for interim payment in the form of a completed Annex A

SCHEDULE 3 – IN YEAR MONITORING AND REPORTING REQUIREMENTS

CRITICAL SUCCESS FACTORS The plan setting out how the Purpose and how this will be achieved has been identified in the programme theory of change and results framework

3.1 REPORTING

- 3.2 The Partner shall put in place procedures to monitor and track:
- a. spending, including committed spend, against agreed budgets and notify the Authority of any variances, and
 - b. progress against the critical success factors
- 3.3 The Partner should manage and administer the quality and level of delivery and its own performance and that of its Delivery Partners relating to delivery of all the outcomes identified in Schedules 1 and 3 and Delivery Proposal at Annex C.
- 3.4 The Partner shall have in place procedures to monitor and track spending, including committed spend, against agreed budgets and notify the Authority of any variances.
- 3.5 Financial statements highlighting any significant financial variances, underspend or overspend, and any supplementary sources of funding are to be provided Quarterly.
- 3.6 Narrative reports detailing progress against critical success factors in achieving the outcomes and targets, highlighting how value for money (e.g. benefits, savings, efficiencies etc.) is being achieved, successes and lessons learnt are to be provided Quarterly.
- 3.7 Reports are to be provided to the Authority no later than Six Weeks after the last Working Day of the Month in which the reporting period ends, apart from the final report which will be submitted two Months after the end of the project. Draft reports will be shared with the Authority in advance of monitoring meetings if needed.
- 3.8 The Authority and the Partner shall meet Quarterly (or as otherwise agreed) to monitor and review performance and give feedback. These meetings shall also include formal performance reviews after each report is published. The Authority shall consider:
- a. How the Partner has performed and sought to resolve any major issues that impact on its ongoing success,
 - b. How the lead organisation has secured good value for money in how the activities were carried out.
- 3.9 Timetable for Quarterly Reports

Timetable for Quarterly Reports			
Project Quarters	Reporting Period 2018-2019	Reporting Period 2019-2020	Reporting Period 2020
Quarter 1	1 October 2018 – 31 December 2018 Reports due: 12 February 2019	1 October 2019 – 31 December 2019 Reports due: 12 February 2019	1 October 2020 – 31 December 2020 Reports due: 12 February 2019
Quarter 2	1 January 2019 – 31 March 2019 Reports due: 12 May 2019	1 January 2020 – 31 March 2020 Reports due: 12 May 2019	1 January 2020 – 31 March 2020 Reports due: 31 May 2019
Quarter 3	1 April 2019 - 30 June 2019 Reports due: 12 August 2019	1 April 2020 - 30 June 2020 Reports due: 12 August 2019	N/A
Quarter 4	1 July 2019 – 30 September 2019 Reports due: 12 November 2019	1 July 2020 – 30 September 2020 Reports due: 12 November 2019	N/A

- 3.10 The Partner shall adhere to prescribed reporting timescales set by the Authority as section 3.9.
- 3.11 Reports should be sent to both Joe.Shapiro@homeoffice.gsi.gov.uk and Truong.Tram@fco.gov.uk by the agreed dates in section 3.8 of this Schedule 3.
- 3.12 The Partner's Project Manager Paul Priest (ppriest@iom.int) shall ensure that reports are compiled and submitted in a timely manner.

ANNUAL REVIEW

- 3.13 In addition to any ongoing reporting, monitoring or evaluation, the Grant will be reviewed annually and will take into account the Partner's achievements (during the Funding Period) as measured against the Critical Success Factors. As part of the annual review the Authority will have regard to the reports produced by the Partner
- 3.14 Each annual review will result in the Authority making a recommendation that the
- a. Purpose and Agreement continue in line with existing plans;
 - b. Grant Amount payable for the subsequent financial year should be revised (up or down);
 - c. CSFs should be re-defined and agreed;
 - d. Authority should recover Unspent Monies;
 - e. Agreement should be terminated.
- 3.15 The Partner may make representations to the Authority regarding any recommendations made in accordance with this provision, however, the Authority shall not be obliged to take such representations into account when making its recommendation and any recommendation will be final and at the Authority's absolute discretion.

RISK MANAGEMENT

- 3.16 The Parties shall work together to identify, manage and mitigate risks impacting on achieving the Purpose. These shall be recorded in a joint risk & issue register.
- 3.17 The risk and issue register should be regularly reviewed and updated, not less than Quarter.

AD HOC REPORTING

- 3.18 Any incidents or matters arising the outcome or consequence of which is likely to result in:
- a. Serious harm to any individual;
 - b. Significant community impact; or
 - c. Significant impact on public confidence in the Authority, including the provision of the Programme
- must be reported to the Authority within three (3) Day. The Partner must provide a follow up report within five (5) Days to the Authority on how the matter has been resolved or whether the Authority will need to intervene.
- 3.19 Reports and notifications of incidents should be sent to the lead operational contacts noted in Annex B.

INDICATORS OF SUCCESS

3.22 The indicators of success are recorded to enable the Authority and the Partner to monitor delivery and will inform the reports noted in this Schedule 3 . Please refer to the relevant theory of change and results framework documents to view the relevant indicators of success.

SCHEDULE 4 – PROGRAMME CLOSURE PLANNING

- 4.1 It is essential that the Partner prepare, and their Authority sponsor agrees, a plan which sets out the provisions for a controlled closure of the project/programme including the activities and timescales [not exceeding any no-fault termination period] required to do so.
- 4.2 The plan should also provide indicative direct costs that the Authority may reasonably be expected to contribute towards **and** demonstrate that due consideration is given for (including, but not limited to):
- (i) any existing commitments (e.g. sub-contracts, dilapidations, recurring cost commitments etc.)³, and/or
 - (ii) additional costs and activities directly resulting from an **early termination or withdrawal** of the Grant funding⁴ (e.g. property lease breaks, notice periods and estimated costs for redundancy/severance etc.).
- 4.3 The initial programme closure plan must be shared with the Authority no later than two (2) Months after the Agreement commences.
- 4.4 Once agreed, these items will be incorporated into this Schedule 4 of the Agreement in accordance with the amendments process described in Clause 17.
- 4.5 It is expected that during the life of the Agreement the programme closure plan will be kept current by review, development and refinement as necessary by the Partner

³ The Authority will consider such information, but does not commit in advance to pay such costs identified. These will be negotiated on a case-by-case basis, based upon the provision of auditable evidence.

⁴ The Partner should note that the Authority will only in exceptional circumstances consider claims for reasonable costs actually incurred as a result of a planned closure where the programme runs to the end of the stated Funding Period.

ANNEX A

PAYMENT REQUEST AND IN-YEAR FINANCIAL MONITORING REPORT

Grant Partner:	Grant Stream:
-----------------------	----------------------

Period From: To:	Resource (£)	Capital (£)
(1) Total funding received for this financial year		
(2a) Actual expenditure in this period (To be supported by a breakdown of expenditure against the cost breakdown detailed in Schedule 1).		
(3) Funding request for this period		
(4) Total funding received and requested (1+3)		

MONITORING INFORMATION REQUIREMENTS

Where monitoring information, as set out in schedule 3, is a requirement for the period the payment is requested for, please confirm what has been attached to this payment request form.

--

CONFIRMATION BY GRANT PARTNER

I confirm that on the basis of the information provided in this report, progress and costs are accurate and in compliance with the terms and conditions of the Agreement:

Signature:			
Name (printed):		Date:	
Position:			

Home Office sign off:

Signature:			
Name (printed):		Date:	
Position:			

ANNEX B – AUTHORISED REPRESENTATIVES

The following are the current list of the Authority's staff designated as authorised representatives:

For the Authority	Position	Address	Telephone	E-mail
Miriam Minty	SRO- Head of Modern Slavery Unit	2 Marsham Street, London, SW1P 4DF	+44 207 035 5180	miriam.minty1@homeoffice.gov.uk
Joe Shapiro	Deputy Head of Modern Slavery Unit	2 Marsham Street, London, SW1P 4DF	+44 207 035 6345 / Mobile: 07584 004519	joe.shapiro@homeoffice.gov.uk
Tram Truong	Modern Slavery Programme Manager	British Embassy 31 Hai Ba Trung Hanoi	+84 (24) 3936 0514 Mobile phone: +84 904864085	Truong.Tram@fco.gov.uk
Jonathan Frost	Senior Commercial Manager	Southern House, Wellesley Grove, Croydon CR0 1XG	+44 7770 584 737	Jonathan.Frost@HomeOffice.gov.uk

The following are the current list of the Partner's staff designated as authorised representatives:

For the Partner	Position	Address	Telephone	Fax	E-mail
David Knight	Chief of Mission	304 Kim Ma, Ba Dinh, Hanoi, Vietnam	+84 24 3850 1810	Not applicable	dknight@iom.int

Paul Priest	Head of Programme	304 Kim Ma, Ba Dinh, Hanoi, Vietnam	+84 24 3850 1813	Not applicable	ppriest@iom.int
Giang Thi Phuong Tran	Finance Officer	304 Kim Ma, Ba Dinh, Hanoi, Vietnam	+ 84 4 3850 1815	Not applicable	giangtran@iom.int
Hong Thi Tran	Project Officer	304 Kim Ma, Ba Dinh, Hanoi, Vietnam	+84 24 3850 0378	Not applicable	thongtran@iom.int

ANNEX C – THE PARTNER'S DELIVERY PROPOSAL

Bid Summary IOM

Title: Tackling Modern Slavery from Vietnam: An inter-agency programme for behaviour change, access to justice and reintegration support.

Duration: 31 months

Funds: 2.5million GBP

Consortium: International Organisation for Migration (lead), British Council, World Vision.

Scope: Nghệ An: Yên Thành; Diễn Châu; Hải Phòng: Hải Phòng city; Thủy Nguyên; Quảng Bình: Đồng Hới, Bố Trạch; Hà Tĩnh: Can Lộc; Nghi Xuân; and Quảng Ninh: Hạ Long city.

Summary: This project will tackle Modern Slavery from Vietnam through harnessing the experience, knowledge, networks and resources of IOM, World Vision and British Council to implement a coordinated series of interventions across five source provinces of human trafficking and modern slavery, with focus on newly identified vulnerable groups. The project activities are developed to specifically align with existing work in Vietnam and UK ODA requirements and include research, awareness raising, community engagement, sustainable direct assistance, and capacity building of government and civil society partners at the national, provincial and commune level.

Vulnerable Vietnamese populations will be prevented from becoming victims by changing their behaviours and attitudes and promoting alternative livelihoods. A comprehensive understanding on vulnerability and trends will inform interventions that address migrants' vulnerability to trafficking; as well as the factors that lead migrants to expose themselves to the risks associated with illegal migration. With high level community engagement and advice, community-informed awareness raising events, including policy dialogues and large scale awareness raising campaigns will target vulnerable groups in known hotspots within key provinces and expose them to tailored messaging (including products) that account for their specific vulnerabilities to either modern slavery, illegal migration, or both; in addition to promoting alternative livelihood, educational, vocational and employment opportunities. Recruitment Agencies will be trained and engaged to offer vulnerable groups access to safe labour options and hence reduce their risk of falling victim to modern slavery, including re-trafficking.

Vietnam's judicial response to human trafficking will be strengthened by enhancing access to justice for VoTs/PVoTs. This will be achieved through increasing effectiveness in prosecution and implementation of amended trafficking legislation. Vulnerable populations will be empowered through improved coordination, delivery and understanding of justice and social support services, whilst successful strategies for prosecution and sentencing will be developed with national and provincial justice sector stakeholders. Coordination among justice sector institutions will also be achieved through promoting provincial level coordination mechanisms that are aligned with the National Programme for the Prevention and Fighting Human Trafficking 2016-2020 including increased functionality of the national database on trafficking.

Victims of trafficking will be supported to rehabilitate and reintegrate through improved identification, protection, support in target states. Two hotline teams for human trafficking issues in Vietnam will be equipped with up-to-date victim identification skills to identify and respond to PVoT cases and to know how to respond, including to cases received from the UK. Social worker capacity will be strengthened to support P/VoTs in their application for victim status recognition, including counselling and enhanced policy awareness and coordination between police and social workers. P/VoTs will also be supported with long-term tailored rehabilitation and reintegration assistance including shelter, physical and mental health assistance, legal and family counselling, training and employment, whilst non-formal victim support actors' capacity will also be enhanced. Communications will target family members of P/VoTs to prevent re-victimisation. P/VoTs will be continuously engaged to identify areas of learning and improve safeguarding measures.

G4 Performance Reporting

IOM has in place "internal" mandatory policies on performance: IN /15 Rev.1 - Standards of Conduct IN/90 – Policy for a Respectful Working Environment IN/234 - Policy and Procedures for Preventing and Responding to Exploitation and Abuse.

G5 Performance Management

Consortium partners recognise the proposed programme represents a valuable opportunity to learn and improve their own operations over the lifetime of the 31 month grant because the respective contributions are highly relevant to all consortium partners' organisational focus.

With leadership and oversight from IOM, each consortium partner will apply and share their respective expertise and knowledge to implement coordinated activities that achieve expected outcomes and in turn, enhance consortium knowledge and skills. All research activities conducted through the programme will directly contribute to consortium partners' learning across all three impact areas. For example, partners will share a new and enhanced understanding on vulnerability and sustainable alternatives to modern slavery and human trafficking as they relate to Vietnam, but with particular focus on nine hotspot communes across five provinces; in addition to learning new approaches to generating community support and implementing, monitoring and evaluating behaviour change and awareness raising campaigns. Consortium partners will also enhance their understanding on the key barriers and solutions to achieving successful convictions and sentencing for human traffickers; and develop a stronger understanding on the management of human trafficking-related data in Vietnam and internationally.

Furthermore, understanding on new technical approaches to the rehabilitation and reintegration of targeted victims of modern slavery and human trafficking will also be increased. These key learnings will be clearly defined and documented according to results framework requirements, and also shared through regular project monitoring and reporting, thus enabling consortium partners to disseminate the learnings throughout their respective organisations.

Evidence will also be generated through analysis, research, studies, and surveys of what works and what does not work to combating modern slavery in Vietnam. The evidence, in turn, will be used to inform iterative and adaptive approaches to project delivery, future project designs while simultaneously also being used to support policy dialogues and regional and global lesson sharing.

Finally, consortium partners will benefit from significantly expanded professional networks as a result of shared consultations with national, provincial, commune level government partners and representatives of civil society as engaged in the programme.

G6 Delivery Partners

	Proposed organisation	Official Address	Key areas of interest	Proposed role and contribution
Proposed Delivery Partner 1	International Organisation for migration	304 Kim Ma Ba Dinh, Hanoi Vietnam	Impact Area 1: Preventing vulnerable population from becoming victims	Consortium lead & responsible for implementing impact area 1
Proposed Delivery Partner 2	British Council Vietnam	20 Thuy Khue, Tay Ho, Hanoi Vietnam	Impact Area 2: Strengthening the judicial responses to trafficking	Responsible for implementing expected outcomes under impact area 2
Proposed Delivery Partner 3	World Vision International Vietnam	4 th Flr HEAC Building 14-16 Ham Long, Hanoi, Vietnam	Impact Area 3: Supporting the rehabilitation and reintegration of VoT's	Responsible for implementing the expected outcomes under impact area 3

Part

Part K Quantative Questions

Q6.1 Delivery of outcomes and impact

Please demonstrate how your Proposal will deliver the outcomes and impact required of the Project, considering the requirements listed in the Statement of Outcomes document (Section 3, Impacts and Outcomes). You are permitted to add to and amend the outcomes listed where you think this would help you to achieve the desired impact.

Please include information on how this Project will align and avoid duplication with work currently taking place in this field in Vietnam.

Please demonstrate that all of the Project activities meet the eligibility criteria for Official Development Assistance (ODA).

Response to 6.1



This project will tackle Modern Slavery from Vietnam through harnessing the capacities of IOM, World Vision and British Council to implement a coordinated series of interventions that specifically align with existing work in Vietnam, and United Kingdom Official Development Assistance requirements.

IOM research (Annex 1) has identified five target provinces on which this project will focus: Nghệ An (Yên Thành; Diễn Châu); Hải Phòng (Hải Phòng city; Thủy Nguyên); Quảng Bình: (Đồng Hới, Bố Trạch); Hà Tĩnh (Can Lộc; Nghi Xuân); and Quảng Ninh (Hạ Long city).

Impact area 1 will be achieved through first establishing the key factors that contribute to vulnerability before engaging the necessary government and non-government actors to raise awareness and change behaviour, including by promoting meaningful livelihood alternatives.

(1.1) A community outreach strategy will guide initial engagement across the five provinces (nine communes) prior to conducting community consultations (CC) to collect 'on the ground' perspectives on vulnerability in local areas. The findings will fill a vital gap in research and when combined with IOM's recent mapping of source locations for victims of trafficking and modern slavery, and IOM's higher level report on Vulnerability to Human Trafficking and Modern Slavery. The joint findings will result in a new comprehensive understanding (Vulnerability Report) on the types, levels and trends in vulnerability to both human trafficking and illegal migration in key Hotspot Source Communes (HSC). This research is required because it is only with a clear understanding on vulnerability in target locations, that effective, targeted awareness raising and behaviour change activities can be designed and implemented. Recognising the necessity for engaging community leaders as important agents for change, the project will deliver a series of sensitization (awareness-raising) workshops for community leaders in the targeted hotspot communes that will a) introduce the project and its objectives; b) raise/confirm leaders' awareness on vulnerabilities in their communities; and c) secure their participation, including by generating their 'ownership' through integrating their recommendations into the project's strategy and implementation

(1.2) Equally, the project recognises the important role community advocacy groups (CAG) can offer in raising awareness and promoting sustainable alternative livelihoods, including filling gaps left by consortium and government partners. The project will survey members of the Counter Trafficking Network (Annex 2) to develop an initial baseline assessment of CAG operating in the HSC, after which CAG will be engaged to strategically support project

interventions under all three impact areas. CAG capacity to work with authorities and to sustain project activities beyond the life of the project will be important factors that determine their engagement. Linking a single CAG across multiple impact areas will also support the strategic strengthening of Vietnamese CAG in the long-term.

(1.3) Drawing from IOM, World Vision and British Council's extensive experience, the project will also carefully consider What Next for Trafficking and Slavery Communications Campaigns in Vietnam? (SEEFAR, 2018) to develop behaviour change campaigns that target specific vulnerable groups respective to the HSC profiles (under 1.1 and 1.2). Policy dialogues (PD) will provide an initial platform for HSC leaders/members to exchange views on modern slavery, illegal migration and alternative; and seek their views on the messaging/themes/focus of the large scale community outreach events (COE). Importantly, the Policy Dialogues will serve to confirm that the proposed project activities are not repeating past/recent efforts. More-so, learning from SEEFAR's recent report, COE design will be "targeted" and tailored" to highly specific groups to maximise impact. Each event will directly expose up to 600 vulnerable individuals (10,000 in total) to localised scripted performances, speeches, videos, presentations. Pre post- event knowledge, attitude and practice (KAP) surveys will determine the overall level of changed audience understanding over a 24 month period. The project will also develop and distribute media products, including localised videos for distribution to partners (another SEEFAR recommendation). Online content will be considered based on CC and Vulnerability Report recommendations.

(1.4) Vulnerable groups' access to existing alternative livelihood, educational, vocational and employment opportunities will be assessed through a series of structured interviews with CAG, local authorities and vulnerable populations. Crucially, the survey findings will determine what meaningful opportunities exist as based upon local perceptions, and why they are/are not effective. Based upon these findings, effective opportunities will be strategically promoted at the COE and PD, side by side with deterrence messaging on modern slavery and illegal migration. Employment opportunities will also be promoted through first training local Recruitment Agencies on Corporate Responsibility in Eliminating Slavery and Trafficking (CREST), and then facilitating job fairs to link VoT / PVoT with safe labour migration opportunities. This will contribute to social welfare development in Vietnam by providing vulnerable groups with targeted access to meaningful alternatives to illegal migration and hence reduce their risk of falling victim to modern slavery and human trafficking, including re-trafficking.

Under impact area 2, vulnerable populations will be empowered through improved coordination, delivery and understanding of justice and social support services. Strategies for prosecution and sentencing will also be developed, whilst effective coordination among justice sector institutions will be achieved through promoting provincial level coordination mechanisms, including increased functionality of the national trafficking database.

(2.1) Vulnerable populations will be empowered against trafficking by strengthening local justice and social support services; by supporting the

establishment of a national referral mechanism; and through innovative community-led forum theatre in target provinces. The project will undertake two studies on human trafficking in Vietnam. One study will focus on existing criminal justice-related assistance for victims of trafficking at the national, provincial and commune levels. The second study will be a feasibility report on the establishment of a national referral mechanism for victims of trafficking. Both studies will be validated at workshops at national and local levels. A series of innovative community-led forum theatre performances, customized to the needs and context of each target province, will ensure vulnerable groups understand the criminal justice system and available services as it relates to human trafficking. The Forum Theatre approach seeks to reach more than 8,000 P/VoT, in addition to the 10,000 under impact area 1.

(2.2) A priority is to assess and identify barriers to prosecution and sentencing in trafficking offences and a Barrier Analysis will therefore inform the formulation of a prosecution and sentencing strategy with special emphasis on forced labour trafficking. The Barrier Analysis will also underpin project support for the completion of the national legal framework on human trafficking which will be achieved through policy dialogues that focus on amending regulations following the Penal Code revision, and revising the Law on Trafficking. A Prosecution and Sentencing Strategy will also underpin the elaboration of capacity building/training modules for prosecutors, judges, and lawyers. Modules may include victim identification, victim-sensitive interviewing techniques, evidence collection, case management and referrals. Delivery will take place in the 5 target provinces, aiming to reach more than 500 officials.

(2.3) The project will align its support to the National Program for the Prevention and Fighting of Human Trafficking - 2016-2020 and a vehicle of cooperation will be the national database on trafficking and the related need for improved data collection across the justice sector. The first objective is to strengthen coordination between government agencies responsible for anti-trafficking. A feasible entry point is to improve the functionality of the national database in cooperation with the Ministry of Public Security as lead agency on trafficking statistics. The project will support partners to review database functionality and outputs, update existing instructions and to develop training on database use for justice staff in the five provinces. The project will also improve coordination between justice sector agencies with support to localised implementation of prosecution and sentencing strategies in human trafficking leading to a decision on a coordination mechanism for each target province. Finally, strengthened coordination between justice sector agencies will be supported through proposed UK-Vietnamese justice sector technical cooperation and knowledge exchanges, including key UK justice sector professionals visiting Vietnam to facilitate learning fora.

Impact area 3: Research commissioned by the British Government shows there remains a lack of understanding among at-risk groups on how to report to the authorities and limited awareness amongst those tasked with assigning PVoT status (e.g. hotline operators and community social workers). Impact area 3 addresses this by building the capacity of key stakeholders involved in victim identification in Vietnam and the UK ensuring at-risk individuals are identified early and correctly, and victims are supported adequately, and with

dignity. Rehabilitation and reintegration assistance therefore, will contribute significantly to reducing vulnerability to human trafficking, modern slavery and poverty.

(3.1) The hotline teams for human trafficking in Vietnam (111 and 18001567) will be equipped with new victim identification skills to identify and respond to cases. The Ministry and Departments of Labour Invalids and Social Affairs will be consulted, and a capacity and needs assessment completed on operators and social workers in the target provinces. Based on the agreed needs assessment results, operators will be trained, including on tele/online counselling skills using the Nexus Institute's Supporting the reintegration of Trafficked Persons Guidebook, and WV's Smart Navigator resources (adapted). Language barriers to victim identification between British Social Workers and PVoT in the UK will be mitigated by connecting with UK-based organizations such as ECPATNSPCC, and tele/online counselling with Vietnam-based staff will facilitate identification of PVoT's abroad, including via strategic guidance.

Social worker capacity will also be strengthened to support PVoTs in their application for victim status recognition whilst coordination between police and social workers will also be enhanced through workshops that will build information sharing mechanisms. Reflection workshops will help determine the training success and opportunities for Government support to sustain the programme.

(3.2) Based on the Vulnerability Report in the Hotspot Source Communes (HSC) across the five provinces, the project will develop a tailored victim-centred strategy for rehabilitation and reintegration assistance for different groups of victims and will map available service providers and referral systems which are utilized and trusted in the target provinces. Subsequently, the project will develop a victim-centred strategy for provision of long-term comprehensive assistance. Non-formal victim support actors' capacity will be enhanced through WV's proven Home Visitor model delivered by trained social workers.

The project will also provide shelters, physical and mental health assistance, legal and family counselling to returned victims of trafficking in accordance with regional guidelines (e.g. Supporting the reintegration of Trafficked Persons Guidebook). Specialist local organizations and service providers will be trained on WV's Child Protection Policy and the Interagency guidelines for case management and child protection. Establishing tailored self-help groups for PVoTs and family members in HSC will bring together returnees including those from outlying community areas. These groups will be linked to vocational training and employment opportunities based on the findings from the victim needs assessment (e.g. savings and financial management, technical aspects of livelihoods, including agriculture and fisheries, driving, electronics repair, motor repair, and hairdressing). To prevent re-victimisation, tailored communications will target family members of PVoT, especially parents of male minors.

(3.3) The project will review of legislation/regulations for supporting PVoT and improve coordination among agencies in supporting victims to access information and available services. With the findings from the review,

workshops will be organized to share project achievements and challenges and international workshops to promote coordination between social worker in Vietnam and the UK on supporting PVoT. Finally, the project will organize advocacy events on PVoT support including victim retreat and dialogues with the authorities to continuously engage with the Government and call for actions. Good practices in supporting PVoT together with most significant change stories will be evaluated, documented, published, and disseminated throughout the project cycle.

Q6.2 Experience and capability

Please demonstrate that your project proposal contains the expertise and experience to deliver this programme, including information on how many staff will be based in Vietnam (where applicable), and if new staff would be required.

Please include information on how the scale and nature of this programme compares to previous programmes delivered.

Please include information on whether any proposed delivery partners have an existing mandate to deliver programme activities in Vietnam (ie. permissions from relevant provincial/local authorities as well as the central government) and where such mandates do not currently exist. If mandates do not currently exist, please describe how these will be obtained.

Response 6.2

The International Organisation for Migration (IOM) is the United Nation's Migration Agency and can present a proven, well-established mandate to implement innovative projects to counter modern slavery, human trafficking and irregular migration in Vietnam.

With experience and a mandate to implement projects in all five of the provinces targeted under the proposed programme, IOM is strongly placed to secure endorsement and engagement from Vietnamese Government representatives at the national, provincial, and commune levels. Key agencies that are relevant to this programme and with whom IOM holds particularly strong relationships include the Ministry of Public Security (Staffing Department under Police General Department, Criminal Police Department, and Immigration Police), Ministry of Defence (Border Guards), Women's Union, Ministry of Labour, Invalids and Social Affairs, and the Ministry of Justice (Department for Administrative and Criminal Law).

IOM's experience is demonstrated through recent and ongoing projects funded by the governments of the United Kingdom, USA, Australia, Canada, Italy, Sweden, and the private sector.

With much valued support from the UK Modern Slavery Innovation Fund and Child Trafficking Protection Fund, IOM is conducting extensive research on modern slavery, human trafficking and irregular migration as it exists between Vietnam and the United Kingdom, including surveying partners and returned VoT to inform the most comprehensive external mapping on Vietnam-UK trafficking to date (and which has informed programme design – Annex 1).

With funding from the United States Bureau of Population, Refugees and Migration, IOM is implementing its eighth phase of the ASEAN Migrant

Assistance and Protection Programme to strengthen the Vietnam Government's capacities and resources to manage complex migration flows, particularly migrants in vulnerable and crises situations, through enhanced structures, policies, processes, safe and legal migration pathways, and effective partnerships (2 million USD, 2010 – 2019).

The Australian Government is funding IOM to deliver behaviour change campaigns to prevent irregular migration and exploitation in four provinces in Vietnam, including through its (fourth phase) project Public Information Campaign to Deter Potential Irregular Maritime Migration by applying above-and-below the line media and community outreach activities to reduce the risk of vulnerable groups taking up illegal migration (1 million AUD, 2014 - present). With support from the Canadian Government, IOM is conducting its seventh phase of the project Capacity Building and Communication Campaign to Prevent People Smuggling in Viet Nam which builds the awareness and capacity of Vietnamese Government officials and local leaders to combat migrant human smuggling in four provinces, including through supporting international dialogue and enhanced border screening. (850,000CAD 2013 – present)

IOM has recently finalised its Italian Government funded sub-regional project Addressing Migrant Vulnerabilities to Prevent Human Trafficking and Protect Victims, Particularly Children, in Targeted Special Economic Zones and Economic Corridors in Cambodia, Lao PDR and Viet Nam (760,000USD, 2016-2017) which reduced vulnerabilities and protected victims in cross-border special economic zones between Vietnam, Cambodia, and Laos PDR.

IOM is also working closely with Vietnamese and regional Private Sector to enhance Corporate Responsibility in Eliminating Slavery and Trafficking (CREST, 5 million USD, 2017-2022) as funded by the Swedish International Development Cooperation Agency (Please see Annex 3).

IOM can also contribute the ability to harness expertise and support from its staff located in transit and destination countries relevant to trafficking/mapping Vietnamese vulnerable groups. These include IOM Offices in London, Paris, Warsaw, Kiev and Moscow.

IOM-UK Government engagement is strong, and IOM Vietnam has actively participated in recent highly informative briefing sessions with important Government delegations (UK Joint International Policing Hub, January 2018; Dr Daniel Silverstone, September 2017; UK Government Home Office and Foreign Office Department representatives, August 2017) and exchanged information on the current state of modern slavery, human trafficking and irregular migration in Vietnam.

IOM Vietnam's project-specific staff comprise 15 officers, including four international professionals. The IOM team leading the proposed programme would include Mr. Paul Priest as consortium coordinator, and Ms. Hong Tran as lead Project Officer. The team would also include one project assistant and technical support from IOM Vietnam's experienced resource management and finance officers. The IOM Vietnam Chief of Mission would hold overall responsibility for the project, which would also be reviewed and supported by thematic specialists from the IOM Regional Office in Bangkok and Headquarters Office in Geneva.

IOM Vietnam is engaging the British Council and World Vision as consortium partners on account of the demonstrated strategic expertise they offer to respective project impacts and outcomes. The proposed consortium utilises

each partner's competitive advantage (resources, knowledge, expertise, networks) which is clearly integrated into a strategic results framework which sees the actions of one partner reinforce those of the others.

The British Council (BC) is the UK's international organisation for cultural relations and educational opportunities. With offices in over 100 countries, the British Council have been in Vietnam since 1993 helping citizens and institutions contribute to more inclusive, open and prosperous society by partnering with local and international organisations to improve governance, rule of law and access to justice.

The British Council in Vietnam has independent status under an agreement between Vietnam and UK governments, and on 6 October 2009, the BC was awarded, under Decree 18, status as a 'Foreign Independent Cultural and Education and Non-Profit Organisation', providing operational permission across Vietnam to deliver programmes in culture, education, science & technology, governance and human resource development.

In Vietnam, through the Justice Partnership Programme (EU, € 7.1 million 2010-16), the British Council have built the capacity of the formal justice system, working closely with the Ministry of Justice, Supreme People's Procuracy and Supreme People's Court in implementing the government's long-term Judicial Reform Strategy. In partnership with the Vietnam National Institute of Arts and Culture Studies, the British Council also implement the Cultural and Creative Hubs Vietnam, an EU co-funded programme (€ 660k, 2018-21), aiming to create spaces which promote the right to freedom of artistic expression and promote people's right to take part in cultural life in Vietnam.

The British Council has a proven global track record of delivering judicial reform- and access to justice programming for Her Majesty's Government (HMG), DFID, the European Union (EU) and other development partners. In East Asia British Council work on justice sector reform in several countries: In Myanmar the MyJustice programme (EU, €20 million, 2015-19) uses the medium of human drama to raise legal- and rights awareness. In Philippines, the Governance in Justice (GOJUST) programme (EU, €3.2million 2016-19) supports judicial reform through technical assistance to the Justice Sector Coordinating Council; through the China-EU Access to Justice project (EU, €5.3million 2014-17) British Council facilitated understanding of comparative justice systems in key European jurisdictions, focussing on improved legal aid for disadvantaged groups in China.

The British Council's Country Director (Vietnam) will provide oversight and strategic direction of BC's project activities. A dedicated project team, consisting of a Team Leader (Vietnamese Justice Sector Expert), project manager, finance officer and project assistant will be mobilised and will receive technical backstopping support from the British Council Regional Justice Adviser (East Asia) and Director Arts Partnership Development (East Asia), both based in Bangkok.

World Vision (WV) is a child-focused organization that has operated in Vietnam since 1988. WV currently operates 37 Area Development Programs (ADPs) in 14 provinces with 415 staff across the country, supporting hundreds of communities with long-term development programs that protect vulnerable children from all forms of abuse and equip households with skills for enhancing their income and assets. WV has strong partnerships with government ministries that have supported the Coordinated Mekong Ministerial Initiative against Trafficking (COMMIT) and activities under the bilateral agreement

among Greater Mekong Sub-Region (GMS) countries. In 2017, WV successfully advocated for anti-child-trafficking and child participation clauses to be included in the New Child Law.

WV has a proven record of working to tackle modern slavery, especially areas that affect child wellbeing. Most recently, WV implemented Ending Trafficking in Persons (2011-2016) - one of the largest anti-human trafficking programs in scale with the funding from Australian Aid, including three components: Prevention, Victim Protection, and Policy Advocacy. The project in Vietnam addressed all three components at the budget of US\$ 1.7 million. WV has supported the development and implementation of Vietnam government policy on anti-human trafficking through the Regional Advocacy anti Child Trafficking Project (RACTP) (2007-2010), and contributed to reducing vulnerabilities to trafficking through prevention interventions, protection of victims and facilitating reintegration services for victims, and capacity building for local partners through the Mekong Delta Regional Trafficking Strategy 2 (MDRTS 2) (2008-2011).

World Vision Vietnam's project-related staff consists of one Project Manager, two Project Assistants and one Bookkeeper who will be based in Hanoi World Vision National Office with frequent travels to the target provinces. The Project Manager will take overall responsibility for impact area 3 implementation, monitoring, reporting, and evaluation, whereas the Project Assistants will execute implementation including M&E tasks in collaboration with partners. Additionally, the project team will be assisted by in-country experts (Child Protection Technical Program Manager, Livelihood Technical Program Manager, and End Violence Against Children Project Team) and UK-based experts (Technical Specialist and Country Portfolio Manager) who have strong experience in anti-human trafficking programming and project management.

Q6.3 Theory of change and results framework - Weighting: 10%

In a separate attachment, please provide an indicative theory of change and, in the templates provided, an indicative results framework for this programme, drawing on the high-level outcomes and impact described in Statement of Outcomes document (Section 3 - Impacts and Outcomes). You are permitted to add and amend the outcomes in Section 3 where you think this would help to achieve the desired impact.

Please include an accompanying narrative to the theory of change diagram, explaining how the proposed inputs and outputs will lead to the desired outcomes and impact. This narrative should include justification for any changes to the listed outcomes in Section 3.

The Authority may work with the successful bidder following the award of funding to develop the theory of change and results framework

Response to 6.3



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Q6.4 Monitoring and evaluation

Please demonstrate how you will monitor and evaluate this programme to ensure that it is delivering the required outcomes and impact.

This should include a description of how programme activities will be adapted if certain elements are not delivering the required results.

Please include information on how the learning from this programme will be shared with partners, both within Vietnam and internationally, to strengthen the evidence base in this field.

Response to 6.4

To support programme design, implementation and learning, a single, comprehensive monitoring and evaluation plan will be developed covering all three impact areas.

The purpose of the M&E plan will be three-fold:

1. To describe the mechanisms that will be in place to monitor, analyse and respond to, programme implementation challenges.
2. To facilitate a theory driven approach to evaluation, whereby appropriate data is captured to test the theoretical logic of the implementation model and activities; and
3. To aggregate and disseminate programme learning to across implementation partners and programme stakeholders

To meet these objectives, our M&E plan will be built around five components, based upon OECD/DAC Principles for Evaluation of Development Assistance (1991):

- i. A Theory of Change model that articulates the central problems and pre-conditions for addressing these, linking pre-conditions to programme strategies and activities.
- ii. A Results Framework that clearly links programme impact areas to expected outcomes and to clearly defined indicators and targets.
- iii. A Data collection and analysis plan that will set out details of the types of data to be collected, the methods through which this will be done, and how these data will be analysed to meet programme impact areas.
- iv. A Learning plan that sets out how that data will be used to inform ongoing decision-making to maximise programme performance, and to share learnings with wider stakeholders, both within and outside of Vietnam.
- v. A Data quality assurance plan to ensure that data meets international standards of quality

Theory of change

A workshop will be held with programme implementers and others with a critical perspective on the issues and institutions that we will be working with through the programme. The purpose of the workshop will be:

- to review and further develop a clear and shared understanding of the core problem(s) that the programme will address and how the programme will have an impact.
- the necessary pre-conditions for the problems to be resolved
- the nature, scale and intensity of activities and interventions required to bring about transformation in these pre-conditions
- a testable pathway that links interventions to pre-conditions, to impact in resolving the central problems.

The output from this workshop will be a refined ToC narrative and visual representation of this narrative, that will thereafter guide intervention strategies, work plans, and monitoring and evaluation.

Results Framework

The Programme Results Framework will be further refined and will serve the following purpose:

- describe and link the measurable impact, outcomes and outputs of the indicators that will be tracked
- specify data sources for each indicator and the methods and frequency of data collection – all indicators will be baselined pre intervention, and then tracked throughout implementation
- establish targets to be achieved at defined points across the programme cycle.

The Results Framework will serve as the summary document for understanding exactly what is being monitored, when and how and will provide an early warning system for emerging needs to potentially adapt or change programme activities.

Data collection and analysis plan

Our data collection and analysis plan will align with the programme Results Framework and provide detailed information on data collection arrangements and the analysis that will be conducted to both report against targets, but also to more fully evaluate programme performance and the theory driven approaches to transformation described in the Theory of Change narrative. The Data collection and analysis plan will describe methods of data collection, including sampling approaches, where appropriate, and the tools through which data will be collected. It will describe the analysis that will be conducted with these data sources to promote learning and to inform discussions about programme strategies and the management of programme performance.

Learning and dissemination plan

Our learning plan will set out exactly how programme monitoring data will be used, the extent to which it will be integrated into other work planning and programme review processes, and who will be involved in those review sessions. It will also describe in detail the reports that will be produced from monitoring data, and how our learning that comes from this data will be disseminated and shared with wider stakeholders, ensuring that it informs global debates in the field of modern slavery. We will identify appropriate forums, national and international, at which programme learnings will be shared.

Data quality assurance plan

Our assessment of the credibility of programme data will be driven by five, internationally recognised criteria of data quality:

- Validity
- Reliability
- Integrity
- Precision
- Timeliness

Using these criteria, assessments of data quality will be conducted across all implementing partners at least one time in each year of implementation. Each data quality assessment will result in a detailed action plan for strengthening data quality, and action plans will be revisited within 3 months to ensure that they have been implemented. Any serious data quality concerns will be brought to the attention of stakeholders for wider discussion and resolution.

Leadership and delivery of M&E activities

The International Organisation for Migration will lead our programme and have overall responsibility for ensuring delivery of M&E and activities. Consortium partners are all located in Hanoi, which is the location from which the programme would be coordinated. Two key representatives from each organisation that have direct involvement with the operational implementation of activities will be members of our core Programme Management and Implementation Team (PMIT), with overall programme coordination from (IOM). Programme staffing commitments from consortium partners is tabled below:

International Organisation for Migration	Position allocation to project
Chief of Mission	5%
Programme Manager (International, P3)	100%
Project Officer	100%
Project Assistant	100%
Finance Officer	50%
Resource Management Officer	10%
British Council	Position allocation to project
Project Director/SRO	4%

Team Leader (National Justice Sector Expert)	100%
Project Manager	100%
Finance Officer	50%
Project Assistant	50%
World Vision	Position allocation to project
Project Manager	100%
Project Assistant	100%
Bookkeeper	100%

As per IOM's Evaluation Guidelines and existing and successful approach to programme monitoring and evaluation, IOM will integrate the project activities, indicators, timeframes, and respective financial resources into an overarching programme monitoring spreadsheet that will represent the key document for guiding and recording overall programme and specific project progress in accordance with pre-determined activities, timeframes and partner responsibilities. IOM will design project implementation spreadsheets that will be used by the project managers of each consortium partner to consistently record the project implementation data/progress in a format that then feeds directly into the overarching programme monitoring spreadsheet.

Vietnam Government partner-implemented activities will be clearly defined in IOM-Government agreements that stipulate requirements of the government partner per their respective activities. The lead Vietnamese national officers within IOM, British Council and World Vision will be the vital link for communicating with the national government partner representatives to confirm planning and capacity for delivery of project activities, and reporting this information back to the IOM programme lead in accordance with standard project management procedures as necessary for monitoring partner performance.

With the above described team being 100% devoted to the programme/projects, the capacity will be in place for continuous programme and project monitoring and evaluation; the success of which will be monitored and verified at formalised monthly programme team meetings (in person) at the ONE UN building, including the open invitation to representatives of the British Embassy. The meetings will include the two representatives of each consortium partner who will provide update on progress to achieving their set project activities and the broader strategic impact, including discussion of newly identified risks, barriers and mitigation strategies. Importantly, these meetings will constitute the forum in which joint activities and their synergies are confirmed and reviewed.

IOM will also lead the coordination process for reporting to the donor, including the establishment of the related calendar for the data collection, data assessment and verification, and its presentation to the UK government according to their reporting requirements.

Q6.5 Risks

Please identify what you expect to be the key risks involved in delivering this programme, including steps you would take to mitigate them. This may include overarching programme risks, as well as risks that may arise at individual project area levels.

Please include information on the safeguarding risks associated with this programme, and the steps that will be taken to mitigate these.

Response to 6.5

Programme management:

Human resource capacity: There is the risk that unexpected absence or change-over in programme staff will occur throughout the 30+month programme and that these changes will adversely impact on programme planning and delivery of project interventions. **Mitigation:** Overarching project partner agreements define the specific roles and responsibilities for each partner and provide competent staff reducing risk of delay in confirming requirements for replacing staff. The Programme Management and Implementation Team (PMIT) will also be guided by a programme and project implementation framework that, in addition to the monthly PMIT meetings, will provide an effective means for quickly familiarising and integrating new programme members.

Government endorsement of programme and project activities: The Government of Vietnam may not prioritize trafficking issues/models advanced in the project resulting in limited budget and undermining of project sustainability. **Mitigation:** The programme will utilise existing and effective working relationships between IOM and Government Agencies to generate support and ownership. This will be further enhanced through information exchanges, policy dialogues, and technical workshops with the participation of senior officials to increase their understanding of the issues and to discuss appropriate solutions for Vietnam. The programme will also support systematic and rigorous documentation and dissemination of international and national experiences, best practices, and lessons learnt to Government.

Government engagement and capacity to effectively implement activities: There may exist or arise a lack of government staff responsible for tackling modern slavery issues at provincial and district levels; and low capacity of public security and social work agencies. **Mitigation:** Consortium partners design project interventions based upon their existing knowledge and networks with a broad range of Government and social group networks. Early and structured outreach activities in the identified five provinces and hotspot source communes will confirm presence, capacity and willingness of relevant partners. Partner roles and responsibilities will be clearly defined through official agreements.

Socio-political changes (sensitivities) at the national and provincial level impact on partners and or the programme objectives: Over the course of the 31-month programme there may arise social or political issues that present challenges to

either access pre-determined locations, or to conduct pre-defined activities, thus undermining the programme's strategic impact. Mitigation: the use of existing and establishment of new formal and informal communication channels with key government partners will enable the programme management and implementation team to be informed of any emerging issues that could impact on programme impact. Emerging issues will be a standing item for discussion at the monthly PMIT meetings where mitigation strategies and if needed, alternative approaches, will be considered in accordance with the Results Framework and ToC.

Impact area 1

- Expected outcome (1.1)

Vulnerability cannot be accurately determined: Vulnerability factors, emerging trends and mapping of vulnerable groups in the targeted provinces cannot be identified and therefore impacts on capacity to develop tailored awareness raising activities. Mitigation: (As above) early and structured outreach activities in the identified five provinces and hotspot source communes will support early access to the required information. Existing research and data is available and will provide a basic level of reference to inform awareness raising content.

Lack of awareness and engagement amongst local level leaders: Workshop participants are unengaged and do not identify meaningful recommendations that are required to inform understanding on vulnerability and guide the COE and PD activities. Mitigation: Early outreach in the identified five provinces, including with local authorities, will identify local leaders who will promote to their communities the purpose of the upcoming workshops and identify why it is important for them to attend and share perspectives.

- Expected outcome (1.2):

Community Advocacy Groups are not present in the targeted communes: A lack of CAG means they do not contribute strategically to project activities resulting in a lack of diverse and local CAG perspective on project activities, and failure to sustainably build CAG capacity. Mitigation: The Counter-Trafficking Network will be engaged early to utilise their knowledge to identify CAG in the targeted communes. A lack of CAG at the commune level will necessitate expanding the search to the broader province and recalibrating resources to support CAG focus/work in the target communes.

- Expected outcome (1.3)

Government partners do not support the community activities to take place: Lack of Government support and/or engagement undermines the overall effectiveness of the campaigns. Mitigation: Based upon IOM's existing model for securing Government support and engagement on communications campaigns, Government support and engagement will be secured at the start of the project process and defined through official agreements.

Targeted vulnerable groups do not attend the communications events: Failure of the specific vulnerable groups to attend the communications events results in a missed opportunity to change their behaviour, attitudes and practices as necessary for reducing vulnerability to modern slavery, human trafficking and illegal migration. Mitigation: Existing and updated research, mapping and consultations conducted at the start of the project will a) confirm the presence and location of the vulnerable groups; b) inform the relevant messaging content; and c) raise the awareness of the target groups to participate in the communications events.

- Expected outcome (1.4)

Local relevant services are not available: Lack of local available services and opportunities means few meaningful options can be promoted to the target vulnerable populations. Mitigation: The baseline assessment will thoroughly explore the presence of services at the local commune level, and if required, will increase focus on services at the broader provincial level that can be promoted.

Recruitment Agencies are not willing to engage in the commune level job fairs: Lack of RA engagement undermines capacity to promote safe labour migration options to vulnerable groups therefore reducing impact for preventing people from falling victim to human traffickers or taking up the services of people smugglers. Mitigation: IOM's well-established CREST team will utilise its existing network of Recruitment Agencies in the relevant five provinces to generate early awareness and secure their commitment to present and promote tailored options for vulnerable groups.

Impact area 2

- Expected outcome (2.1)

PVoT's and VoT's face increased vulnerability: Insufficient mapping of relevant justice services inhibit effective justice sector consultations, weaken the design parameters for access to justice interventions, negates sustainability of a National Referral Centre for victims of human trafficking and limits justice options for vulnerable populations. Mitigation: consortia members, and any associate partners, will align to a safeguarding policy, a whistle-blowing policy, and will provide opportunity for confidential beneficiary feedback. Mitigation: Clearly mapped support services, effective stakeholder consultations and innovative theatre approaches will facilitate a better understanding of access to justice pathways at the grassroots level in target provinces.

- Expected outcome (2.2)

Barriers to improved prosecution and sentencing practice remain unchallenged: Key justice sector agencies fail to support and lack commitment to strengthen relevant legislative reforms, while justice sector professionals remain unresponsive to capacity building efforts. Mitigation: Early involvement of SPP and SPC in identification of barriers to effective sentencing and

prosecution practice ensures relevance of strategy options, appropriate legislative revisions and responsiveness of training design and delivery.

- Expected outcome (2.3)

Poor sector coordination undermines access to justice: The National Programme on Prevention and Fighting Trafficking (2016-20) is not prioritized, the national database on trafficking cases remains obsolete and key justice sector agencies lack an appetite for international best practice and knowledge exchange. Mitigation: Support justice sector agencies to improve the functionality of the database through provincial coordination strategies, targeted capacity building, as well as sharing of international best practice and UK approaches.

Impact area 3

- Expected outcome (3.1)

Traffickers retaliate against survivors or staff: Traffickers may have negative attitude and actions against VoTs and social work staff who support PVoT, impeding the efforts to improve PVoT identification. Mitigation: Provide safety training for PVoTs, social workers and project staff and measures to ensure information confidentiality so that identities of those involved in the project are not revealed publicly.

- Expected outcome (3.2)

VoT/PVoT are provided/referred unduly, which put them under further stress or trauma. Provision of direct assistance and facilitation of education and livelihoods, if delivered improperly, might intensify stress for victims. Mitigation: Service providers and protection actors, formal and non-formal, therefore will be trained on knowledge and skills on counselling as well as confidentiality of supported cases.

- Expected outcome (3.3)

Self-stigma, social stigma and discrimination against VoT and PVoT, may limit victim engagement. Victims might not want to participate in training events because they are reserved and do not want to reveal their status. Mitigation: This risk will be addressed with rigorous education and IEC/BCC activities in communities including education for PVoT, engagement with community/opinion leaders to shape community's attitude, and ensuring culture-appropriate and gender sensitive communications.

Q6.6 Use of Delivery Partners

i) To aid the Authority's understanding of the proposed delivery model please clearly describe your processes used to select and to manage delivery partner(s).

ii) In the role as lead partner please explain how your organisation would evidence to the Authority a balanced and impartial approach when seeking to assign certain key delivery obligations. Please describe what sort of selection criteria would be used when deciding whether to use internal in-house resources or to partner with another organisation.

Response to 6.6

IOM-led delivery partners include members to the consortium, in addition to government, civil society and independent experts commissioned to support the implementation of project interventions.

IOM has selected consortium partners World Vision and British Council on the basis of both partners demonstrating a mandate and evidence-based capacity to contribute expertise to achieving respective programme outcomes. IOM also considered, offers of partnership from multiple well known organisations including UNODC, Pacific Links, Hope for Justice, Seefar, British University Vietnam, and Love Frankie in the course of deciding the consortium's membership.

British Council approached IOM prior to the official announcement of the call for proposals to register their interest in being a part of an IOM-led consortium. An initial meeting was held in March between IOM and British Council where IOM explored the specific areas of expertise that British Council could bring to the project; (in short) their clear experience with supporting and strengthening judicial response to human trafficking, in addition to employing innovative forum theatre approaches. British Council's demonstrated experience and capability is evidenced in response to Question 6 (2).

Based upon the experience of having worked closely with World Vision in 2018 to develop counter human trafficking joint efforts in Northern Vietnam, IOM felt that the existing partnership and trust provided a strong foundation upon which could be expanded further efforts to combat modern slavery across the five new targeted provinces. As a result, early consultations were held with World Vision to determine their capacity to deliver interventions in support of specifically impact area three to support the rehabilitation and reintegration of victims of trafficking. World Vision's highly relevant experience and capability is also further evidenced in response to Question 6 (2).

To guide the consortium's work in developing a joint proposal all parties have contributed to the drafting of Teaming Agreements. Subject to UK Government approval, the consortium partners would also sign a legal Project Implementation Agreement that will provide the basis for committing consortium partners to respective roles and responsibilities in an open, impartial manner.

Each consortium partner will be ultimately responsible for identifying the need for and proposing the engagement of specific delivery partners required for the implementation of their respective project activities.

External partners will only be engaged in programme activities where the existing consortium partners either do not have the proven expertise or the capacity to deliver an intervention at the required level or within the related timeframes; or in cases where there is a specific strategic benefit to engage an external partner, primarily Government or Civil Society Organisations whose collaboration will support sustain the programme's overall impact.

Internal organisational selection criteria will be applied when deciding whether to select internal in-house resources or to partner with another organisation, including the contracting of consultants. These criteria include recent demonstrated relevant experience as evidenced by referees reports, publications and findings; value for money; and proven ability to deliver results within prescribed timeframes. Recognising that each consortium partner brings to the programme a breadth of existing professional relationships across government and civil society organisations, the IOM as lead will consider evidence of past engagement, success and efficiency as critical aspects for justifying engagement. IOM will take guidance according to internal instructions including Guidelines for Selection and Employment of Consultants (IN/84) which define and standardize the procedures for selecting and contracting consultants and monitoring their performance and contribution to the work of the Organization. The hiring of all external partners will also be closely monitored by IOM Vietnam and IOM Regional Office staff, including experienced Resource Management and Finance officers.

ANNEX D – CHANGE CONTROL RECORD

Agreement Version	Variation Reference	Agreed	Dated
v1.0	Not applicable	DD MMM YYYY	DD MMM YYYY

ANNEX E – GRANT VARIATION NOTICE (TEMPLATE)

Agreement Title	TACKLING MODERN SLAVERY IN VIETNAM
Between	The Secretary of State for the Home Department, (hereinafter called "the Authority") & The International Organization for Migration
Variation Number	Insert unique reference number (e.g. 001-2017)
Variation	Means the amendments to the Agreement contained in this form
Date Effective From	DD MMM YYYY (Insert date change is agreed to be effective from)

In accordance with the provisions of Article 18, the Parties hereby agree that the Agreement be varied as follows:

No.	Heading	Location	Variation
1			
2			
3			
4			

- Words and expressions in this Grant Variation Notice shall have the meanings given to them in the Agreement.
- The Agreement, including any previous Grant Variation Notices, shall remain effective and unaltered except as amended by this Grant Variation Notice.

Signed on behalf of the Authority

Signed on behalf of the Partner

Signature

Signature

Name

Name

Title

Title

Date

Date

