

Section 4 – Appendix A

CALLDOWN CONTRACT

**Framework Agreement with:** PricewaterhouseCoopers LLP

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

**Framework Agreement Order Number:** PO 8126

**Call-down Contract For:** Africa Investment Summit Technical Assistance

**Call-down Contract Order Number:** PROJ10010

I refer to the following:

1. The above mentioned Framework Agreement dated **8 February 2019**;
2. Your proposal of **September 2019** as amended and clarified by your subsequent e-mails dated:

**REDACTED**

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

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

- 1.1 The Supplier shall start the Services no later than **01 October 2019** (“the Start Date”) and the Services shall be completed by **31 March 2020** (“the End Date”), with the option of extending for up to a maximum of 12 months, or unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

**2. Recipient**

- 2.1 DFID requires the Supplier to provide the Services to the **Department for International Development (DFID)** (“the Recipient”). The African private sector, Governments and foreign investors are also key recipients of the services

**3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not exceed **£1,469,016** (“the Financial Limit”) and is inclusive of any and all government tax, if applicable as detailed in Annex B.

Included within this Financial Limit, the financial ceiling for expenses (including but not limited to

Travel, Subsistence, Accommodation and Office Costs) shall be **REDACTED**. Only expenditure actually incurred will be reimbursed, with receipts required before any Payment is made under the Call-down Contract.

When Payments shall be made on a 'Milestone Payment Basis', the following Clause 22.3 shall be substituted for Clause 22.3 of the Framework Agreement.

## **22. PAYMENTS & INVOICING INSTRUCTIONS**

22.3 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of DFID.

When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, the Supplier shall notify DFID in writing indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 22.3 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

The Milestone Payments detailed in Annex B shall be refined and agreed between the parties during the initial stage of the contract.

## **4. DFID Officials**

4.1 The Project Officer is:

**REDACTED**

4.2 The Contract Officer is:

**REDACTED**

## **5. Additional Documents to be included in the Contract**

5.1 The following documents are included in and form part of this Call-down Contract:

**REDACTED**

## **6. Key Personnel**

6.1 The following of the Supplier's Personnel cannot be substituted by the Supplier without DFID's prior written consent:

**REDACTED**

## 7. Reports

7.1 The Supplier shall submit project reports in accordance with the Terms of Reference at Annex A.

## 8. Value for Money and Key Performance Indicators

The Value for Money (VFM) and Key Performance (KPI) Indicators detailed in Annex A shall be refined and agreed between the parties during the initial stage of the contract.

## 9. Sub-Contractors

9.1 The Supplier has DFID's consent to appoint the following sub-contractors:

**REDACTED**

## 10. Duty of Care

All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call-down Contract will come under the duty of care of the Supplier:

- I. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
- II. The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified DFID in respect of:
  - II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
  - II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
- III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- V. Where DFID is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference at Annex A.

**11. Break Clause**

11.1 There is a formal break point after 3 months.

**12. Section 2 - Framework Agreement Terms and Conditions**

12.1 Section 2 - Framework Agreement Terms and Conditions require certain parameters be set on an individual Call-down Contract basis. The following clauses will supersede their counterparts at Section 2, for the purposes of this Call down Contract only:

**SCHEDULE 3: INSURANCE REQUIREMENTS**

**7. INSURANCE CLAIMS**

7.2 Except where DFID is the claimant party, the Supplier shall give DFID notice within twenty (20) Working Days after any insurance claim in excess of £30,000 relating to or arising out of the provision of the Services or this Agreement and/or any Call Down contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by DFID) full details of the incident giving rise to the claim.

**ANNEX 1: REQUIRED INSURANCES**

**PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE**

**3. LIMIT OF INDEMNITY**

3.1 Not less than to be £3,224,180 in respect of any one occurrence, the number of occurrences being unlimited, but £3,224,180 any one occurrence and in the aggregate per annum in respect of products and pollution liability.

**4. TERRITORIAL LIMITS**

4.1.1 N/A

**8. MAXIMUM DEDUCTIBLE THRESHOLD**

8.1 Not used

**ANNEX 1: REQUIRED INSURANCES**

**PART B: PROFESSIONAL INDEMNITY INSURANCE**

**3. LIMIT OF INDEMNITY**

3.1 Not less than £3,224,180 in respect of any one claim and in the aggregate per annum.

**4. TERRITORIAL LIMITS**

4.1. N/A

**8. MAXIMUM DEDUCTIBLE THRESHOLD**

8.1 Not used.

**13. Call-down Contract Signature**

13.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within 5 working days of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.

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

Name:

Position:

Signature:

Date:

For and on behalf of  
PricewaterhouseCoopers LLP

Name:

Position:

Signature:

Date:

## Calldown Contract Amendment Letter

Department for International Development  
Abercrombie House  
Eaglesham Road  
EAST KILBRIDE  
Glasgow  
G75 8EA

Telephone: East Kilbride 01355 84 4000  
Directline: 01355 84 [ ]

File Ref: [ ]  
Date: [ ]

Contract Amendment No: [ ]

CONTRACT FOR: Africa Investment Summit Technical Assistance

CONTRACT NUMBER: PROJ10010

1. With reference to the contractual letter dated [ ] (as most recently amended by the letter dated [ ]) whereby your firm [(in association with [ ]) was engaged to [ ] and with reference to your letter(s) of [ ] and subsequent discussion, I confirm that the UK Government wishes to make the following further amendment(s) to the letter of [ ]:
2. These / This amendment(s) relate(s) to [ ]
3. Please confirm in writing by signing and returning one copy of this letter, within 15 working days of the date of signature on behalf of DFID that you accept the amendment(s) set out herein.
4. Please note the provision in the contractual letter that the financial limit of the UK Government's liability to the Supplier under this engagement shall not exceed the sum specified unless the amount of any such excess has been agreed by the Department for International Development in writing before the Supplier takes any action which might result in the financial limit being exceeded.

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

Name:

Position:

Signature:

Date:

April 2014



For and on behalf of  
PricewaterhouseCoopers LLP

Name:

Position:

Signature:

Date:

## TERMS OF REFERENCE (TOR) Africa Investment Summit Technical Assistance

**Summary:** The UK Department for International Development is looking to engage a framework provider (“Supplier”) to contribute to design of products as well as deliver and manage Technical Assistance (TA) for the Africa Investment Summit – with a maximum available budget of £1,469,016 GBP and the potential to scale-up by up to a maximum additional £2 million (at DFID’s discretion and subject to ongoing needs and requirements). The Supplier will be required to work closely with a cross-Departmental team (DFID, DIT and FCO) in an iterative and flexible manner to ensure the following TA offer is achieved:

- a) identify sector specific investment opportunities which can be showcased at the Summit - supporting delivery of Foreign Direct Investment (FDI) sessions;
- b) develop investment prospectuses for 22 invitee countries;
- c) deliver country- and sector-focused events in the run up to the Summit;
- d) provide analysis on UK-Africa investment flows; and
- e) support measurement of outcomes and inform next steps.

The Supplier will play a crucial role in ensuring that this high-level Summit is successful in increasing investment into African economies by maximising engagement, participation and impact of the Summit. The Supplier will be required to deliver at pace to ensure that products and services are delivered in time for the Summit, scheduled for January 2020.

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## 1. Context

1. The UK has set out an ambitious new vision for the UK's partnership with Africa, placing mutual prosperity and job creation firmly at the heart of the new approach. This is about establishing long-term, meaningful and mutually beneficial partnerships to deliver a more prosperous future for us all.
2. The UK's new approach to Africa puts a focus on utilising investment and trade to support more diversified and productive economies, unlocking economic growth, reducing poverty and supporting our mutual prosperity. The African Investment Summit (AIS) is a key milestone for delivering this new approach, seeking to grow commercial relationships and tackle market constraints and thereby enable investment over the longer-term (see Annex A for AIS concept note). The Technical Assistance (TA) programme is crucial to the successful delivery of the Summit (see Annex B for summary of the TA for AIS programme).

## 2. Objective

3. The programme will ensure that the Summit achieves its primary outcome of increased investment into African economies. It will also contribute to secondary outcomes: the UK better positioned to be the largest G7 investor by 2022; and the UK and the City of London better positioned as Africa's partner of choice for investment.
4. The overall impact is expected to be more productive and diversified African economies, with sustained higher-value of UK-Africa Investment.
5. To help achieve these objectives, TA will be made available to support activities that seek to bridge information gaps/asymmetries – showcasing sector opportunities in Africa which offer competitive advantage to investors and sharing good practise and case studies that will spur investment – as well as connecting key stakeholders to create new and stronger partnerships that can deliver the ambition of increasing investment into Africa.

## 3. Recipients and Beneficiaries

6. TA activities will focus on 22 countries invited to the Summit.<sup>1</sup> Direct recipients of TA will be the African private sector, Governments and foreign investors. Counterparts are expected to include Investment Promotion Agencies, Ministries of Trade and Investment and specific line Ministries (e.g. Ministry of Agriculture, Energy).
7. Beneficiaries will be broader than the direct recipients; increased investment generated through this programme will create benefits, in the long and short term, for African citizens.

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<sup>1</sup> As of July 2019 there are 19 on the list – Algeria, Angola, Cote d'Ivoire, Egypt, Ethiopia, Ghana, Guinea, Kenya, Mauritania, Malawi, Mozambique, Morocco, Nigeria, Rwanda, South Africa, Senegal, Sierra Leone, Tunisia, Uganda. This list may evolve, potential to service new invitees will be discussed with Supplier.

#### 4. Scope of Work

8. The Supplier will work alongside the AIS cross-Whitehall team in an iterative and flexible manner to create a strong package of products and events that support work in the lead up to the Summit, as well as support sessions at the Summit itself. While some of the ask of the Supplier will be defined, there will be scope for design and innovation for summit products along the way.
9. It is envisioned that the Supplier will deliver and manage a TA package that will:
  - a) identify sector specific ODI opportunities which can be showcased at the Summit which incorporate a range of cross-cutting themes - supporting delivery of Foreign Direct Investment (FDI) sessions;
  - b) develop investment prospectuses for 22 invitee countries;
  - c) deliver country and sector-focused events in the run up to the Summit;
  - d) provide analysis on UK-Africa investment flows; and
  - e) support measurement of outcomes and inform next steps.
10. The Supplier is expected to be responsive to demand driven requests emerging during the planning for the Summit. This could be from the AIS Team to reflect changing priorities, HMG overseas posts based on country-specific drivers for investment or from African Governments in order to maximise engagement, participation and impact of the Summit. Adapting activities will be agreed and approved by the TA Senior Responsible Officer (SRO) on the basis that all activities are relevant to the outcome and impact of the programme as outlined in para 3 and 4.
11. The Supplier will be responsible for management and delivery of the TA. We will seek to rely on the experience, innovation and advice of the Supplier to deliver products and activities (e.g. for the design and content of investment prospectuses, incorporating their own experience of what works. This would be concise and stress 'reasons to invest'). The Supplier will also be expected to build relationships with relevant stakeholders in government, multilaterals and the private sector to gain further understanding of requirements and how the TA can best support Summit outcomes.
12. The Summit will focus on the following key sectors: **agri-business, renewables, infrastructure, consumer goods/manufacturing and finance**. The Supplier will be expected to demonstrate expertise within these sectors as well as having a proven track record of working in **African markets** and on foreign direct **investment** and/or financial investment. A good understanding of the wider **economic development** agenda, including jobs, skills, urbanisation, women's economic empowerment would be desirable.

#### 5. Requirements

13. DFID will contract a Supplier to deliver and manage a TA package as set out in paras 8 – 12. The Supplier would preferably be based in London to be able to best work with the AIS team in the lead up to the Summit. However, an offer of a supplier based elsewhere would be considered - the lead consultant will be expected to regularly consult with the AIS team working

in London (this arrangement would come at no additional cost to the contract). Travel to focus countries will also be expected. DFID would welcome bids from Suppliers who combine knowledge of the best worldwide practices and deep local context and experience of African markets.

14. Critical to the success of the TA package will be ensuring the right management platform including the right mix of people and skills. The supplier has the scope to design the team structure but will be responsible for maintaining a roster of experts covering the entire scope of the expected deliverables (para. 9 & 29) with the relevant sector expertise (para. 12 & 29) that can be called upon as required to deliver the TA package. The TA supplier will also need to demonstrate strong project and event management skills.
15. If the Supplier is unable to meet a request from the AIS Team or its stakeholder partners (in consultation with the TA SRO), it will be critical that the Supplier has in place cost effective and efficient processes for sourcing and sub-contracting the necessary expertise and services, in a timely manner, to meet these demands as they occur. Where the supplier sub-contracts organisations to deliver part of the TA package offer, due diligence assessments to DFID standards must be carried out to maintain the integrity of the supply chain.
16. The TA package requires the ability to work flexibility and at pace in close consultation with the HMG AIS team in London and network at post.

## **6. Key deliverables**

17. Following contract signature, the AIS Team will move quickly to arrange introduction meetings between the Supplier and relevant HMG stakeholders. This will allow the Supplier to create and provide a workplan and confirm planned activities for the following outputs:
  - a) Overseas Direct Investment sessions at the Summit
  - b) Investment prospectuses
  - c) Road to the Summit events (by which we mean a series of key activities, events, milestones that need to take place in the run up to the Summit to ensure invitees are well prepared and key stakeholders are engaged to achieve outcomes)
  - d) Investment data and analysis
  - e) Summit impact
18. Workplans will be expected within two weeks of contract signature with preparatory work expected to commence immediately. The workplan will be an adaptive document and will form the basis of regular review to monitor progress. Workplans will be approved by DFID.
19. Workplans are expected to incorporate, but not be limited to, the following scope of activities under each output as follows:

Output	Scope	Timescale	Anticipated Total Days (approx. TBC)
Output 1: Overseas Direct Investment sessions at the Summit	Supporting HMG leads to deliver sessions at the Summit on ODI. Likely to include; facilitate discussion (including 1 to 1s), agree agenda, pre-work - ensuring participation of key stakeholders, preparation of Investment Promotion Agencies (ask questions of investors, manage investors, follow up), ensuring high level panel members, readouts following sessions including advise on follow-up	Pre-work (Sep 2019 onwards) to end Jan 2020	320 days
Output 2: Investment prospectuses	Prospectuses for each invited country:  a) Fact sheets – overview of countries, should contain key economic details (current inflation rate/stock of FDI).  b) Prospectuses for specific country/sector combinations including key case studies of successful investors, live opportunities, data that supports the countries' value proposition. Supplier to design and pull together content from existing literature, own experience, stakeholder engagement.	Sep 2019 to Dec 2019	100 days
Output 3: Road to the Summit events	Flexible to emerging needs - organising and facilitation of events, workshops, inward/outward visits (in London and in-country), stakeholder engagement to ensure participation and event management. Supplier will be responsible for 10 ODI events/inward visits with a maximum total budget of up to £150,000 (including Supplier expenses).  The Supplier will also be responsible for administering funds for country specific events, up to a maximum of £10,000 per event, and providing oversight of country specific events.  e.g. Drawing on existing lists of contacts provided by AIS Team, identify suitable participants (attendees, key note speakers	Sep 2019 to Jan 2020	80 days

	etc) for the ODI pre-events; analyse those most suited to participation based on objectives; secure participation and manage logistics of involvement (send invitations, identify roles, match-make to investment promotion agencies etc).		
Output 4: Investment data and analysis	Analysing current investment data including investment flows, sector trends. Country specific advice based on knowledge of invitee country markets.	Sep 2019 to Feb 2020	40 Days
Output 5: Summit impact	Post Summit evaluation and lesson learning, next steps roadmap feeding into HMG work streams to take forward. Develop indicators to measure impact, both immediately following the Summit and over the mid to long term. Design surveys and feedback to gather qualitative data.	Dec 2019 to Mar 2020	40 days

## 7. Reporting

20. The Supplier will provide a monthly written update of progress against each output ahead of a monthly oversight meeting with the DFID SRO. Brevity is encouraged but should include progress so far; successes, risks and opportunities; financial forecast against agreed budget and; the work plans for each output for the month ahead. The format and length will be discussed and pre-agreed with the TA SRO.
21. Within 3 months of completion of the contract or at a time agreed with DFID, the supplier will provide an end of project report in a format agreed with DFID.
22. DFID will undertake a project closure review. The Supplier is expected to support this process and provide evidence of progress against outputs and outcomes. Additionally, ahead of project closure the Supplier will:
- i. Agree a disposal plan for all assets procured throughout the lifetime of the programme in accordance with DFID procedures on asset management and disposal;
  - ii. Address any material items that are necessary or desirable for the continued co-operation of the UK Government with partner governments after the contract ends;
  - iii. Provide Suppliers' plans on co-operating to ensure the smooth transfer of responsibilities from the service provider to any persons or organisation taking over such responsibilities after the contract ends;
  - iv. Deliver to DFID (if requested or as otherwise directed by DFID) prior to the contract end date (or termination of the contract), any finished work or, unfinished materials or work-in-progress which relate to the contract;

- v. Draft for DFID, before the contract ends, a summary of the status and next steps in relation to any on-going projects or other material and unfinished activities being conducted or monitored by the service provider;
- vi. Return by the Supplier of all Confidential Information to DFID before the contract end date;
- vii. Allows for a period of up to sixty (60) days after the contract end date (or termination date) for the exit process to be properly implemented.

## **8. Management Arrangements**

23. The team structure will be important for programme success. Suppliers should propose a structure for the package in their tender. Proposals should include how the Supplier will administer the package, how learning will be captured within the assigned activities and how the delivery of technical assistance will be managed.
24. DFID will play an active role in the oversight and implementation of the programme. The DFID SRO ('TA SRO') and programme manager will provide input into decisions on content of products (analysis, investment prospectuses) and events proposed; review and approval of workplans and review of approach to measuring impact. The SRO will bring in other HMG staff as needed.

## **9. Contract Management**

25. The Supplier will report to DFID's SRO and will have regular engagement with other HMG staff. The supplier must identify in the tender a senior representative with whom any contract management issues may be escalated.
26. Supplier performance shall be measured against the KPI's and KPI mechanism detailed in the enclosed Annex D. The Key Performance Indicators (KPI's) will be refined and agreed between the parties during the initial stage of the contract.

## **10. Skills and competencies**

27. The Supplier will provide both administration of the TA package (including finance, logistics e.g. event costs and travel) and technical experts that deliver the assistance. The Supplier will be afforded flexibility in the structure and composition of the core project team, which should be clearly specified in the bid documentation. It is envisaged that the core project team may include:
  - A project leader with proven leadership expertise, as well as capabilities in convening and building trust with partners. S/he must be able to manage and lead technical experts, represent the programme and build trusted relationships. Specialist skills as described at para 12 would be desirable.
  - Project team with skills to manage experts and assignments, manage and forecast project expenditure, and monitor and communicate results being delivered by the project

- Coordinators for each work stream with a combination of technical and project administration skills.
  - Short Term Technical Assistance (STTA) as required.
28. This structure is illustrative, and DFID strongly welcomes bidders to design other structures that would enable effective delivery of the project outputs.
29. Expertise should be demonstrated in the following areas; **agri-business, renewables, infrastructure, consumer goods/manufacturing** and **finance**. Technical experts should also have experience of investment promotion, attracting FDI as well as financial investment. The key investment drivers for each sector should be understood. Knowledge and experience of **economic inclusion** (women, disabled, ethnic and tribal minorities) and **business integrity** as well as **climate and environment** should also be demonstrated. There should also be expertise in **impact monitoring** of the summit – a key workstream to be delivered by the TA facility. Preference will be given to individuals showing a proven track record of hands-on investment promotion, rather than consulting experience only. Stakeholder engagement and project management skills are also essential.
30. Risk management will be an important part of the management of the facility and therefore should also be reflected in bids. This should include but is not limited to understanding political risk, security risk and economic risks.
31. Suppliers should demonstrate that they have access to the relevant expertise. Where proposed programme staff have been identified and secured, technical proposals should include short CVs of the core project staff and technical experts available to be used.
32. The skills and competencies as outlined in paras 27-31 above will be evaluated ahead of contract award. DFID is looking for the Supplier to demonstrate strong technical skills and suitable expertise that will effectively deliver results on the Terms of Reference. Previous experience working in the Africa region would be advantageous. We are seeking evidence as to how the team's collective knowledge and expertise will benefit this adaptive and fast paced programme.
33. The Supplier must also demonstrate a clear understanding of the Terms of Reference and how this programme will help deliver wider objectives. The Supplier must be able to propose a team/structure and sensible workplan to take forward identified outputs and demonstrate how they would be able to adapt to new requests not specified. We welcome evidence of innovative thinking to achieve outputs more effectively.
34. Bidders are required to adhere to the following personnel considerations:
- Bidders should ensure that professional personnel proposed in their technical bids are consistently available for the contract duration;
  - If the personnel proposed by the supplier are not available at or before award of the contract, proposed replacement personnel will be subject to DFID approval. If proposed replacement personnel assessed by DFID are not deemed to be acceptable,

DFID reserves the right to a) not award the contract; revert to the next most economically advantageous tender; and / or terminate the contract.

- Due to the short duration of this contract, we expect staff to remain constant as put forward at proposal stage, notwithstanding any changes as set out above ahead of the contract being awarded. Only in expectational circumstances will DFID authorise a change of staff mid-contract. This is particularly applicable to the 'project leader'. A change in the core staffing arrangements will trigger the break clause to allow DFID to make decisions on the suitability of new candidates and the future of the contract.

35. The Supplier may be required (at DFID's discretion) to sign a separate non-disclosure agreement with DFID

### **11. Budget & Time Frame**

36. The maximum available budget for this contract is £1,469,016 GBP, inclusive of all applicable taxes. Supplier(s) should not craft their bids in such a way as to reach the budget ceiling, but should instead construct their bid to meet the evaluation criteria and the pursuit of Value for Money.

There is also potential to scale-up by up to a maximum additional £2 million (inclusive of all applicable taxes) or to scale-down - both at DFID's discretion and subject to ongoing needs and requirements. Scale-up or down will only be utilised in agreement with the SRO and any increased funding will be directly tracked against increased activity. There will be no remit to exceed the maximum scaled-up total of £3,469,016 GBP at any point during contract delivery.

37. We welcome bids which include budgets within this scale to deliver the products and activities required (including events). Bids which incorporate original innovative ideas to support delivery of the TA package are encouraged.

38. The contract duration is expected to be up to 6 months. The contract is expected to commence 01 October 2019 and the project end date is expected to be 31 March 2020. This timetable may be liable to change (e.g. in the unlikely event of a change of date of Summit).

The contract will include the option to extend for up to a maximum of 12 months. Any change to the timescale and/or budget will be explicitly agreed with the SRO and will be accompanied by an updated workplan and delivery schedule.

39. The contract will contain a break point at the mid-way point (notwithstanding the condition set out in para 36) after contract signature. A decision would be based on proposed work plans and performance against Key Performance Indicators (KPIs).

### **12. Payment**

40. Expenses (including but not limited to Travel, Subsistence, Accommodation, Office Costs etc) shall be paid monthly in arrears and shall be based on actuals – with the final Pro Forma Cost Template unit rates as a ceiling (provided they are in line with the overall budget agreed with DFID and DFID policy on expenses).

41. DFID will make 90% of non-expenses payments against successfully delivered pre-agreed outputs. Output-based payments will be made against the agreed timetable of delivered

products and services, to be aligned with the proposed workplan and the output-based payment schedule enclosed at Annex C. No payments will be made in advance of need or delivery and each payment shall be subject to DFID approval of the associated output.

42. DFID will make 10% of non-expenses payments against the Supplier's performance, measured against the KPI's and KPI mechanism detailed in Annex D. Note that the Key Performance Indicators (KPI's) will be refined and agreed between the parties during the initial stage of the contract. This payment will be made as a final amount at the time of project closure.
43. Suppliers must ensure that they populate tab 4. Payment (Payment Schedule) in their submitted Pro Forma Cost Template on the basis of the output-based payment schedule enclosed at Annex C (totalling 90% of non-expense payments) and the KPI mechanism detailed in Annex D (totalling 10% of non-expense payments). These schedules may be refined and agreed between the parties during the initial stages of the programme.

### **13. Risk Management**

44. The supplier, as part of their proposal will submit a robust assessment of the Key Risks, detail their approach to risk management and how they propose to manage and mitigate risks for the duration of the contract. This will be revisited and reflected on and updated regularly throughout project implementation.
45. The risk assessment should include setting out mitigating measures for Safeguarding. A clear reporting and whistle blowing procedure to ensure reporting of any cases of misconduct to DFID should be put in place.
46. Suppliers should consider how they will adapt and respond to changes in context and any potential alterations to the project. It is key to this programme that suppliers clearly demonstrate their skills and ability to deliver adaptive programme management.

### **14. Value for Money (VfM)**

47. VfM in DFID means maximising the impact of each pound spent to improve poor people's lives. At a programme level, VfM means designing, procuring, managing, and evaluating our interventions to maximize impact, given available resources. Broadly DFID's approach to VfM is defined by the 4 "Es" and influences how we procure our inputs (economy), how we use inputs to deliver activities (efficiency), what overall value we are generating for the intended beneficiaries and at what cost (cost effectiveness), and Equity - how fairly are the benefits distributed to what extent programmes reach marginalised groups (equity)?
48. Suppliers' commercial and technical bids should explicitly set out their Value for Money offer using the 4 "Es" in a framework format. In addition, the VfM framework should outline how VfM will be measured and analysed during life of the contract. The VfM framework/template will be finalised and agreed after contract signature and measurement should form part of the monthly update.

**Table 2. Indicative VfM indicators**

<b>Economy</b>	Unit cost of inputs and outputs (such as average unit cost of the TA by type)
	Unit costs of majority of outcomes (directly attributable only)
	Trends in price of significant cost drivers
<b>Efficiency</b>	Overhead cost vs. overall programme cost
	Savings through management process efficiency
	Per unit full-time equivalents (FTE's)- Measures how many employees are required to fulfil a unit of output/outcome
<b>Effectiveness</b>	No. of investable opportunities brought to the Summit
	No. of downloads of investment prospectuses
	Increased FDI in focus countries
	Increase in investment in focus sectors
	Increased financial investment by institutional investors in focus countries
<b>Equity</b>	% investments in pro - women/minority sectors

## 15. Other requirements

### 49. ASSET MANAGEMENT:

The Supplier will need to set out how they will maintain, control and report on any assets purchased with DFID funds, mitigating against theft, damage or loss. An asset management plan should be developed if assets exist and/or created within the delivery plan for this programme. DFID will then determine how the assets are disposed of at the end of the programme as part of the closure activities. Any funds not spent by the programme will be returned to DFID at the end of the programme. All assets will be disposed of in a way that represents best VfM with a clear record of decision making, including approval by Head of Department or delegate.

### 50. SAFEGUARDING:

DFID's aim across all its programming is to avoid doing harm by ensuring that their interventions do not sustain unequal power relations, reinforce social exclusion and predatory institutions, exacerbate conflict, contribute to human rights risks, and/or create or exacerbate resource scarcity, climate change and/or environmental damage, and/or increasing communities' vulnerabilities to shocks and trends. DFID seek to ensure their interventions do not displace/undermine local capacity or impose long-term financial burdens on partner governments, therefore, require partners to lead and robustly consider environmental and social safeguards through its own processes and to live up to the high standards in safeguarding and protection which DFID requires.

51. The Supplier will be required to produce a robust risk analysis ahead of implementation (see section 13. Risk Management), including setting out mitigating safeguarding measures. A clear reporting and whistle blowing procedure to ensure reporting of any cases of misconduct to DFID should be put in place.
52. **UK BRANDING:**  
Suppliers that receive funding from DFID must use UK branding to be transparent and acknowledge that they are funded by UK taxpayers. Suppliers should also acknowledge funding from the UK government in broader communications, but no publicity is to be given to this Contract without the prior written consent of DFID. The DFID SRO will provide further guidance on Summit branding during kick-off meeting.
53. The Summit has a Communications strategy and Suppliers will be required to work with the AIS Communications team. A UK aid visibility statement will be signed by the partner to specify UK branding opportunities in line with the communications strategy.
54. **DELIVERY CHAIN MAPPING:**  
DFID is required to report on its delivery chains throughout the life of the programme to ensure all DFID monies can be tracked through the chain and is also required to report to central government on the level of work being allocated to SME and other sub-contracted organisations. As part of this tender process tenderers are required to map out the delivery chain and include this in their proposals to provide DFID full visibility of all tiers of the delivery chain. Delivery chain maps will be updated regularly, as and when required during programme implementation.
55. **GENDER:**  
The Supplier shall provide, as part of their proposal, a gender strategy that will detail its strategy to design, develop and implement the project in a way that takes into account the different needs, priorities, knowledge and capabilities of women, girls, men and boys, ensuring that they participate in, and benefit equally from, the proposed project.
56. **DISABILITY AND INCLUSION:**  
The Supplier shall outline in their proposal how they intend to design, develop and implement the project in ways that take into account the needs and capabilities of people with disability and other vulnerable groups.
57. **DIGITAL:**  
Suppliers that receive funding from DFID must follow UK Government's and DFID's standards for the use of digital in international development programmes. Details are available here: [www.gov.uk/government/publications/guidance-on-digital-spend-advice-and-controls-for-dfid-partners-and-suppliers](http://www.gov.uk/government/publications/guidance-on-digital-spend-advice-and-controls-for-dfid-partners-and-suppliers)
58. **GENERAL DATA PROTECTION REGULATIONS (GDPR):**  
Please refer to the enclosed Appendix A – Schedule of Processing, Personal Data and Data Subjects.

59. **TRANSPARENCY:**

DFID has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same. DFID requires suppliers receiving and managing funds to release open data on how this money is spent, in common, standard, re-useable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.

It is a contractual requirement for all suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this to DFID. Further ITAI information is available from:

[www.aidtransparency.net](http://www.aidtransparency.net)

60. **FRAUD AND CORRUPTION:**

Safeguarding taxpayers' monies from fraud and corruption are of utmost importance. The supplier is responsible for providing assurances to DFID that **it will carry out due diligence on its sub-contractors and vendors before entering into any agreements involving financial transactions**. Supplier is responsible for cascading DFID's zero tolerance policy towards fraud and corruption and is responsible for providing periodic briefings to its staff on whistle blowing processes.

61. DFID reserves the right to temporarily suspend the contract to investigate any concerns about fraud and corruption that arise. A full investigation will be conducted, the conclusion of which will determine if the contract should continue or be terminated.

62. **DUTY OF CARE:**

The Supplier is responsible for the safety and well-being of their personnel and third parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

DFID will share available information with the supplier on security status and developments in-country where appropriate. DFID will provide a copy of the DFID visitor notes (and a further copy each time these are updated), which the supplier may use to brief their personnel on arrival. A named person from the contracted organisation should be responsible for being in contact with DFID to ensure information updates are obtained. There should be a process of regular updates so that information can be passed on (if necessary). This named individual should be responsible for monitoring the situation in conjunction with DFID.

Travel advice is also available on the FCO website and the supplier must ensure it (and its personnel) are aware of this. The supplier is responsible for ensuring appropriate safety and security briefings for all of its personnel working under this contract.

The supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for its personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the contract (such as working in

dangerous, fragile and hostile environments etc.). The supplier must ensure its personnel receive the required level of appropriate training prior to deployment.

Suppliers must develop tenders on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix prepared by DFID included in this Annex. They must confirm in the tender that:

- They fully accept responsibility for security and Duty of Care.
- They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
- They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.
- They will give responsibility to a named person in their organisation to liaise with DFID and work with DFID to monitor the security context for the evaluation.

If you are unwilling or unable to accept responsibility for security and Duty of Care as detailed above, your tender will be viewed as non-compliant and excluded from further evaluation.

**Acceptance of responsibility must be supported with evidence of capability** (no more than 2 A4 pages) and DFID reserves the right to clarify any aspect of this evidence. In providing evidence tenderers should consider and answer yes or no (with supporting evidence) to the following questions:

- I. Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by DFID)?
- II. Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively?
- III. Have you ensured or will you ensure that your staff are appropriately trained (including specialist training where required) before they are deployed and will you ensure that on-going training is provided where necessary?
- IV. Have you an appropriate mechanism in place to monitor risk on a live / on-going basis (or will you put one in place if you are awarded the contract)?
- V. Have you ensured or will you ensure that your staff are provided with and have access to suitable equipment and will you ensure that this is reviewed and provided on an on-going basis?
- VI. Have you appropriate systems in place to manage an emergency / incident if one arises?



**Additional Information**

*Annex A: AIS concept note*

*Annex B: Technical Assistance for AIS concept note*

*Annex C: Output Based Payment Schedule*

*Annex D: KPI's and KPI mechanism*

*Annex E: Country Risk Assessment Matrix*

*Appendix A – Schedule of Processing, Personal Data and Data Subjects*

## Annex A: AIS concept note

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UK–AFRICA INVESTMENT  
SUMMIT 2020

**GREAT** for **PARTNERSHIP**  
BRITAIN & NORTHERN IRELAND

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### The UK-Africa Investment Summit

- The UK will host the UK-Africa Investment Summit 2020, currently scheduled for 20 January 2020 in London.
- The Summit will be hosted by the Prime Minister and will:
  - **bring together businesses, governments and international institutions**
  - showcase and **promote the breadth and quality of investment opportunities across Africa,**
  - support **job creation on the continent and Africa’s economic development**
  - help build a **strong partnership** between the UK and Africa for mutual prosperity.
- The Summit will be a key milestone towards achieving the UK’s objective of becoming **the largest G7 investor in Africa by 2022.**
- The Summit aims to be an ambitious, high-profile event showcasing the quality and scale of the UK’s investment offer – in particular from **the City of London, a global hub for high quality international investment** - and offering our African partners a platform to present the breadth of investment opportunities across the continent.
- The **World Bank, African Development Bank, and IMF** will be invited to exhibit their portfolios and launch initiatives to support more investment into Africa,
- There is also a strong link to the **climate agenda**, falling between the Climate Action Summit (September 2019) to COP26 (2020).
- The Summit will **promote a range of sectors, which are being identified by African countries as areas of interest for future investment** and which are:
  - **innovative,**
  - **will help provide jobs**
  - **will increase economic development**
  - **will protect the environment**
  - **will support the health and human development of people in Africa and their future.**

## Annex B: Technical Assistance for AIS concept note

<p><b>Title: Technical assistance for the Africa Investment Summit (2020)</b></p> <p><i>Countries: Pan-Africa, focus on official Summit invitees<sup>2</sup></i></p>
<p>Programme summary</p> <p>Technical assistance for the Africa Investment Summit will benefit partner countries by helping to:</p> <ul style="list-style-type: none"><li>(a) identify sector specific commercial opportunities to be showcased at the Summit and support delivery of investment sessions;</li><li>(b) develop investment prospectuses for each country and digital infrastructure for the Summit (website, mobile phone app);</li><li>(c) deliver country- and sector-focused events in the run up to the Summit;</li><li>(d) provide analysis on UK-Africa investment flows; and</li><li>(e) support measurement of outcomes and inform next steps.</li></ul> <p>The Summit will promote Africa as a destination for UK-based investment in order to spur economic growth that supports job creation and sustainable development. The Summit will focus on agri-business, healthcare, infrastructure, consumer goods/manufacturing and finance.</p>
<p><b>Rationale for UK Aid spending</b></p> <p>The UK's new approach to Africa puts a focus on utilising investment and trade to support more diversified and productive economies, unlocking economic growth, reducing poverty and supporting mutual prosperity. The Summit will be a key milestone in delivering this new approach, seeking to grow commercial relationships and tackle market failures and thereby enable investment over the longer-term. This TA programme is crucial for a successful Summit. HMG is committed to using its resources, expertise and influence to tackle head on the economic challenges Africa faces and position the UK as a partner of choice for prosperity. This approach is consistent with the UK Aid Strategy, DFID's Economic Development Strategy and the International Development Act.</p> <p>The programme will contribute to progress on the Sustainable Development Goals (SDGs), particularly SDG 1 no poverty, SDG 8 decent work and economic growth, SDG 13 climate action and SDG 17 partnership for the goals.</p> <p>This programme will also generate secondary benefits to the UK including investment and partnership opportunities for institutions, investors and businesses.</p>

<sup>2</sup> The invitee list may evolve; this programme will cover assistance across Africa.

**Annex C: Output Based Payment Schedule**

Output	Milestone Deliverables	Verification Method	Verifier	Target Date	Invoice Value (excluding expenses)
Output1: Overseas Direct Investment sessions at the Summit	<ol style="list-style-type: none"> <li>1. PRE-SUMMIT/SRO DELIVERY ASSISTANCE: Supporting HMG leads to deliver sessions at the Summit on ODI.</li> <li>2. LOGISTICS AND EVENT DELIVERY: agenda, pre-work - ensuring participation of key stakeholders</li> <li>3. HIGH LEVEL PARTICIPATION: preparation of Investment Promotion Agencies (ask questions of investors, manage investors, follow up), ensuring high level panel members</li> <li>4. FOLLOW UP: readouts following sessions including advise on follow-up actions and engagement. Ensuring follow up is reported back to necessary key influencers</li> </ol>	<ol style="list-style-type: none"> <li>1. Participation invites sent and tracked/followed up</li> <li>2. Agreed agenda/session concept</li> <li>3. Successful panel discussions with planned key speakers</li> <li>4. Post-event readout documents and verified participation lists</li> <li>5. Communication on follow up actions to key stakeholders and influencers</li> </ol>	AIS SRO/Thematic SRO's	20 January 2020	50% of contract value (excluding expenses)
Output 2: Investment Prospectuses	<ol style="list-style-type: none"> <li>1. DATA COLLECTION: Gathering of relevant information and agreement with SRO on content.</li> <li>2. FORMAT/LENGTH/INFO AGREEMENT: Proposal of format, length, information, audience, production necessities to be agreed with the SRO.</li> <li>3. PRODUCTION OF PROSPECTUSES: Physical/Digital creation of Summit Prospectuses to be undertaken to pre-agreed specifications and in consultation with</li> </ol>	<ol style="list-style-type: none"> <li>1. Information including discussions with stakeholder/influencers and agreement with SRO</li> <li>2. Draft factsheet and prospectuses produced</li> <li>3. Information inclusion discussions with stakeholder/influencers and agreement with SRO</li> <li>4. Clearance of prospectuses produced by SRO/Project manager</li> </ol>	AIS SRO/Thematic SRO's	20 January 2020	15% of contract value (excluding expenses)



	<p>target Country stakeholders and influencers.</p> <p>4. FACT-SHEET CREATION: overview of countries, should contain key economic details in consultation with key stakeholders and target country priorities.</p> <p>5. DISTRIBUTION OF PROSPECTUSES/FACTSHEETS: ensuring prospectuses are distributed and available during the summit, facilitating sessions and Q&amp;A's as required.</p>	<p>5. Distribution success and Q&amp;A session successfully delivered (participation lists presented)</p> <p>6. Clearance of factsheet produced</p>			
<p>Output 3: Road to the Summit events</p>	<p>1. EVENT ORGANISATION: Country Workshop/Roundtable/inward visit</p> <p>2. MATCH-MAKING ACTIVITY: Matching participants to workshop objectives &amp; ensuring participation</p> <p>3. DEAL BROKERING: Capturing deals and recording target investment</p>	<p>1. Venue secured and participation invites sent</p> <p>2. Agreed agenda/concept</p> <p>3. Post-event readout documents and verified participation lists</p> <p>4. Details of developing partnerships and developing/secured deals brokered</p> <p>5. Communication on follow up actions to key stakeholders and influencers</p>	<p>AIS SRO/Project Manager</p>	<p>Dates of various events TBC by January 2020</p>	<p>15% of contract value (excluding expenses)</p>
<p>Output 4: Investment data and analysis</p>	<p>Analysing current investment data including investment flows, sector trends. Country specific advice based on knowledge of invitee country markets</p>	<p>Ongoing and TBC</p>	<p>AIS SRO</p>	<p>TBC</p>	<p>5% of contract value (excluding expenses)</p>



<p>Output 5: Summit impact</p>	<ol style="list-style-type: none"> <li>1. EVALUATION: Post Summit (light touch) evaluation and lesson learning</li> <li>2. FUTURE ROADMAP: next steps roadmap feeding into HMG work streams to take forward</li> <li>3. IMPACT INDICATORS: Develop indicators to measure impact, both immediately following the Summit and over the mid to long term</li> <li>4. AUDIENCE FEEDBACK: Design surveys and feedback to gather qualitative data</li> </ol>	<ol style="list-style-type: none"> <li>1. Lessons learning document info agreed with SRO and final document agreed.</li> <li>2. Roadmap design agreed with key stakeholders and influencers and signed off by SRO and circulated</li> <li>3. Impact indicators evaluated by DFID lead and signed off by SRO and circulated</li> <li>4. Feedback survey design agreed with project manager and data synthesised and provided to SRO with 80% of higher satisfaction rate</li> </ol>	<p>Various</p>	<p>By 31 March 2020</p>	<p>5% of contract value (excluding expenses)</p>
<p style="text-align: right;"><b>Total</b></p>					<p>90% of contract value (excluding expenses)</p>

#### Annex D: KPI's and KPI mechanism

These KPI's shall be refined and agreed in order to measure Supplier performance.

	Indicator measures	Weighting (%)	Score (1 to 6)	Maximum Available Score (out of 600)
<b>INDICATOR 1:</b>  Delivery: evidence of quality, timeliness and appropriate use of resources	a. Cost-efficiency and effectiveness of services, activities and outputs	30		180
	b. Milestones achieved and on time			
	c. Quality of products, services and activities provided			
	d. Partner delivery capacity and relationships formed or expanded			
	e. Return on investment (of resources) in line with expectations			
<b>INDICATOR 2:</b>  Financial Management, risk Management and Forecasting	a. Robust cost control in line with contract	25		150
	b. Accurate and timely submission of forecasting and invoicing			
	c. Studying considering and abiding by Value for Money in every decision taken			
	d. Robust risk management, including updated risk matrix and delivery chain mapping			
	e. Responsiveness to recommendations in monthly update meetings			
<b>INDICATOR 3:</b>  Personnel	a. Performance of team leader (including managing staffing levels, staff performance & sub-contractors)	25		150
	b. Performance of the team and appropriate level of expertise/ skill level of personnel allocated to project.			
	c. Ability to address issues and problem solve them with appropriate escalation channels			
	d. Ensure that staff are appropriately trained (including specialist training where required)			
	e. Having a pool of expertise that fit the targeted activities			
	f. Ensure that staff are provided with and have access to suitable equipment, and will you ensure that this is reviewed and provided on an on-going basis			
<b>INDICATOR 4:</b>  Relationship management	a. Extent to which the supplier is responsive and flexible to stakeholders needs and seeks to align with DFID	20		120
	b. Regularity of communication with DFID and delivery of agreed action points			
	c. Project team provide continuous coordinating and willingness to collaborate and improve partnership with DFID and other stakeholders			
	d. Maintain strong relationships with key stakeholders			
<b>TOTAL</b>		<b>100</b>		<b>600</b>



In line with the maximum total score of 600, the proposed payment % structure for the 10% of the contract value (excluding expenses) shall be as follows:

Total Score	Payment
400 and above	100%
200-399	80%
100-199	40%
99 and below	10%

## Annex E: Country Risk Assessment Matrix

Below is an example Country Risk Assessment matrix for Sub-Saharan Africa. AIS countries invited so far are highlighted in blue. DFID will provide a comprehensive Matrix for all countries where this programme will work.

Country	Security Category		
	Overall Security	Violent Crime and Disorder	Terrorism
Angola	4	4	2
Benin	2	2	3
Burkina Faso	3	3	4
Burundi	4	4	4
Cameroon	2	3	2
Central African Republic	4	4	3
Chad	4	4	4
Comoros	2	2	2
Cote d'Ivoire	3	4	1
Democratic Republic of the Congo	4	5	2
Djibouti	3	3	2
Equatorial Guinea	2	2	2
Eritrea	2	1	2
Ethiopia	3	2	3
Gambia	2	2	2
Ghana	3	3	1
Guinea	3	4	1
Guinea-Bissau	3	3	2
Kenya	5	5	4
Lesotho	2	2	1
Liberia	4	4	2
Madagascar	2	3	1
Malawi	3	3	2
Mali	3	2	4
Mauritania	3	1	4
Mozambique	3	3	3
Niger	4	4	4
Nigeria	4	4	4
Rwanda	2	2	3
Sao Tome and Principe	2	2	1
Senegal	2	2	3
Sierra Leone	3	3	2
Somalia	5	2	5



South Africa	4	4	2
South Sudan	4	4	4
Sudan	4	3	4
Swaziland	1	2	1
Tanzania	3	4	3
Uganda	3	3	3
Zambia	2	3	2
Zimbabwe	3	3	1

**Duty of Care Table Key**

<b>1</b> <b>Very Low Risk</b>	<b>2</b> <b>Low Risk</b>	<b>3</b> <b>Medium Risk</b>	<b>4</b> <b>High Risk</b>	<b>5</b> <b>Very High Risk</b>
Low		Medium	High Risk	

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

This schedule must be completed by the Parties in collaboration with each-other before the processing of Personal Data under the Contract.

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

Description	Details
<p><b>Identity of the Controller and Processor for each Category of Data Subject</b></p>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract</p> <p>1) The Parties acknowledge that Clause <b>33.2</b> and <b>33.4</b> (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the <b>Parties are independent Controllers</b> in accordance with Clause <b>33.3</b> in respect of Personal Data necessary for the administration and/or fulfilment of this contract.</p>