

**Section 4 Appendix A**

**CALLDOWN CONTRACT**

**Framework Agreement with: Oxford Policy Management**

**Framework Agreement for: Global Evaluation (GEFA) Services Framework Agreement**

**Framework Agreement Purchase Order Number: 5859**

**Call-down Contract For: Monitoring and Evaluation Services Transforming the Economy through Climate smart agribusiness (NU-TEC) project**

**Contract Purchase Order Number: PO 7147**

I refer to the following:

1. The above mentioned Framework Agreement dated 28th August 2012 as subsequently amended on 9th June 2015);
2. Your proposal of 14th September 2015

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 Agreement shall commence on 14th September 2015 the "start date") and shall expire on 13th May 2022 (the "end date") unless this Agreement is terminated earlier in accordance with its Terms and Conditions.

**2. Recipient**

- 2.1 DFID requires the Supplier to provide the Services to three main service providers, project stakeholders and DFID Uganda.) ("the Recipient").

**3. Financial Limit**

Payments under this Call-down Contract shall not, exceed £795,778 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in the contract costs breakdown of personnel inputs and fee rates at Annex B.

**4. Milestone Payment Basis**

When Payments are to be made on a 'Milestone Payment Basis' the following Clause shall substitute

**Clause 28.1 of the Framework Agreement**

- 4.1 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex A as well as 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 only be made if delivery against set criteria is 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 send invoices to DFID indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to this clause 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.

- 4.2 Should there be delivery risks, DFID must be informed in good time so as to discuss with the contractor alternative delivery mechanisms. For example, to move particular deliverables to a later milestone target to ensure that payment of an invoice is not delayed. DFID reserves the right to withhold payment if such due notice and rationale is not provided for delayed or no delivery. If there is a delay within any component, the contractor is permitted to progress on to the next phase on receipt of DFID approval. Such delays will be communicated to DFID in a timely manner.

## **7. Sub-Contractors**

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

- LTS International (LTS)
- Friends Consult Limited (FCL)

## **8. Additional Documents to be included in this Agreement**

Annex C Post Tender Clarification log

## **9. Reports**

- 8.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

## **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.

## **11. Call-down Contract Signature**

- 10.1 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 15 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: 30 September 2015

For and on behalf of  
Oxford Policy Management

Name:

Position:

Signature:

Date: