

19 JULY 2018

**FORM OF AGREEMENT FOR AN
NEC3 PROFESSIONAL SERVICES CONTRACT
(OPTION G – TERM CONTRACT)**

for services comprising the
New Disability Inclusive Development Programme

between

DEPARTMENT FOR INTERNATIONAL DEVELOPMENT

and

THE ROYAL COMMONWEALTH SOCIETY FOR THE BLIND

KNOWN AS SIGHTSAVERS

Employer Initial: 

Consultant Initial 

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THIS DEED ("THE AGREEMENT") IS DATED 19 JULY 2018

PARTIES

- (1) **The Secretary of State for International Development**, at the Department for International Development, Abercrombie House, Eaglesham Road, East Kilbride, Glasgow G75 (the "**Employer**" or "**DFID**").
- (2) The Royal Commonwealth Society for the Blind, known as Sightsavers is incorporated and registered in England and Wales with the Charity Commission whose registered office is at 35 Perrymount Road, Haywards Heath, West Sussex, RH16 3BW (the "**Consultant**").

BACKGROUND

- (A) The new Disability Inclusive Development (DID) Programme is a DFID-funded programme consisting of a series of individual tasks which will be proposed by the *Consultant* and agreed by the *Employer*.
- (B) The *Employer* wishes to appoint the *Consultant* to Provide the Services in accordance with the Scope.
- (C) The *Consultant* has agreed to Provide the Services in accordance with the conditions of contract specified in clause 4 of this Agreement.

AGREED TERMS

1. INTERPRETATION

Unless the context otherwise requires:

- (a) any term used with initial capital letters has the meaning given to it in the *conditions of contract*; and
- (b) any italicised term has the meaning given to it in the Contract Data.

2. CONSULTANT'S RESPONSIBILITIES

The *Consultant* will Provide the Services in accordance with the documents listed in clause 4 below.

3. EMPLOYER'S RESPONSIBILITIES

The *Employer* will pay the *Consultant* for the *services* and carry out his other duties in relation to them in accordance with the documents listed in clause 4 below.

Employer Initial: 

Consultant Initial 

4. INCORPORATED TERMS AND PRIORITY

The contract for the *Services* comprises of the following documents:

- (a) this Agreement;
- (b) Annex 1 - the completed Contract Data
- (c) Annex 2 – X, Y, Z Clauses
- (d) Annex 7 – NEC3 Professional Services Contract Main Option G (Term Contract)
- (e) Annex 8 – DFID Standard Terms and Conditions
- (f) Annex 4 - Employer's Requirement
- (g) Annex 6 - Consultant's Proposal
- (h) Annex 5 - Clarification Questions
- (i) Annex 3 – Invitation to Tender
- (j) Annex 9 – Incentive Schedule
- (k) Annex 10 – DFID GPDR Appendix
- (l) any other document forming part of the contract.

If there is any ambiguity or inconsistency in or between the documents comprising this contract, the priority of the documents is in accordance with the above sequence.

5. CONTRACT LIMIT

Payment under this contract shall in no event, exceed Twenty nine million, two hundred and forty seven thousand, five hundred and eighty two pounds sterling (£29,247,582), inclusive of any applicable government tax, subject to any agreed amendments to this Agreement by way of deed. For the avoidance of doubt a Compensation Event shall not cause this contract to exceed the above limit.

Employer Initial: 

Consultant Initial 

Executed and delivered as a deed
by **Secretary of State for
International Development** acting
by [REDACTED], Head of
Programme Sourcing, and [REDACTED]
[REDACTED] Senior Procurement
and Commercial Manager

[REDACTED]

[REDACTED]

in the presence of a witness:

[REDACTED] (Name)
[REDACTED] (Occupation)
[REDACTED] (Address)

Executed and delivered as a deed
by **Sightsavers** acting by [REDACTED]
[REDACTED]

[REDACTED]

in the presence of a witness:

[REDACTED] (Name)
[REDACTED] (Occupation)
[REDACTED] (Address)

[REDACTED]

Employer Initial: [REDACTED]

Consultant Initial [REDACTED]

Annex 1 – Completed Contract Data

Part one – Data provided by the *Employer*

Statements given in all contracts	
1 General	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option G, dispute resolution Option W1 and secondary Options X2, X18, X20 and Y(UK)3 of the NEC3 Professional Services Contract April 2013.</p> <ul style="list-style-type: none"> The Employer is Department for International Development Address Abercrombie House, Eaglesham Road, East Kilbride, Glasgow G75 8EA The Adjudicator is To be appointed by the President of the Law Society of England and Wales The services are <ul style="list-style-type: none"> To undertake a series of tasks that will deliver tangible outcomes to improve the lives of people with disabilities – through increased equitable access to quality health services and health outcomes, increased equitable access to quality education and educational attainment, and increased equitable access to jobs/self-employment and improved livelihoods and a reduction in negative stereotyping and discrimination. This includes within conflict and humanitarian settings; generate a significant, and rigorous, evidence base on 'what works' to deliver results for people with disabilities; ensure data and evidence is used by the global community and governments to increase action and investment. <p>The <i>Consultant</i> will:</p> <ul style="list-style-type: none"> Innovation - Design and implement interventions in contexts that test new approaches to support people with disabilities, focusing on thematic areas where evidence is particularly weak. Scale - Identify promising small-scale interventions and taking

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Consultant Initial 

	<p>them to scale (including in different contexts). The Consultant will be expected to make informed decisions based on the best available evidence, and using emerging findings from the innovation component and the Disability Research Programme. This will generate a rigorous body of evidence of 'what works' in particular contexts and deliver significant outcomes for people with disabilities</p> <ul style="list-style-type: none"> ▪ Research Uptake - Ensure programme learning, new evidence and technical support is embedded in DFID and across the global development community and by national governments. This should be implemented by a global expert in evidence and research uptake. This will ensure that the evidence and learning generated is used and catalyses global action and investment. ▪ Helpdesk - Deliver a disability inclusive development helpdesk which will support the Innovation and Scale components by ensuring that programme learning and other latest evidence on effective approaches to disability inclusion are embedded in DFID, other UK government departments and across the global development community, including through mainstream development and humanitarian programmes. ▪ Programme Management - Administer and coordinate the activities above, including all aspects of fund management, programme management, risk management, results, monitoring, evaluation and learning. <p>• Disability Inclusive Development Programme Objectives:</p> <p>Impact: The long-term improved well-being and inclusion of people with disabilities in low- and middle-income countries.</p> <ul style="list-style-type: none"> ▪ The Scope is in: Annexes 3, 4, 5 and 6 of the form of agreement <p>The Scope is subject to development in accordance with the terms of this contract.</p> <ul style="list-style-type: none"> ▪ The <i>language of this contract</i> is English ▪ The <i>law of the contract</i> is the law of England & Wales ▪ The <i>period for reply</i> is 2 weeks. ▪ The <i>period for retention</i> is 7 years following Completion or earlier termination. ▪ The <i>Adjudicator nominating body</i> is President of the Law Society of England and Wales
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	<p>▪ The <i>tribunal</i> is arbitration</p> <p>The following matters will be included in the Risk Register</p> <p>.....</p> <p>.....</p>
2 The Parties' main responsibilities	<p>The <i>Employer</i> provides access to the following persons, places and things</p> <p>access to access date</p> <p>as set out in a Task Order, if necessary</p> <p>.....</p> <p>.....</p>
3 Time	<ul style="list-style-type: none"> • The <i>starting date</i> is 17 July 2018 • The <i>Consultant</i> submits revised programmes at intervals no longer than 3 months.
4 Quality	<ul style="list-style-type: none"> • The <i>quality</i> policy statement and quality plan are provided within sixty (60) Working Days of the Contract Date. • The <i>defects date</i> is 16 weeks from the Task Completion Date for each Task Order. • The <i>defects correction period</i> is 16 weeks unless a longer period is agreed by both parties
5 Payment	<ul style="list-style-type: none"> • The <i>assessment</i> interval is calendar monthly • The <i>currency of this contract</i> is Pounds Sterling (GBP) • The <i>interest rate</i> is per annum (not less than 2) above the base rate of the Bank of England
8 Indemnity, insurance and liability	<ul style="list-style-type: none"> • The <i>amounts</i> of insurance and the periods for which the <i>Consultant</i> maintains insurance are

Employer Initial: **.....**

Consultant Initial **.....**

	event	Cover	period following Completion of the whole of the services or earlier termination
	failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	GBP 10,000,000 in the aggregate but a limit of GBP 1,000,000 in the aggregate for asbestos related claims	7 years
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	GBP 5,000,000 in respect of each claim, without limit to the number of claims but in the aggregate for claims relating to pollution or contamination	7 years
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	GBP 5,000,000 in respect of each claim, without limit to the number of claims	7 years
	<p>The <i>Employer</i> provides the following insurances</p> <p>.....</p> <p>.....</p> <p>.....</p> <ul style="list-style-type: none"> The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, is limited to the total of the Prices for the Services Provided to Date at the time the liability arises. 		
Optional statements	<p>If the <i>Employer</i> has decided the <i>completion date</i> for the whole of the <i>services</i></p> <ul style="list-style-type: none"> The <i>completion date</i> for the whole of the <i>services</i> is the Term which shall be 72 months from the Contract Date. 		
	If the <i>Employer</i> states any expenses		

Employer Initial: 

Consultant Initial 

	<ul style="list-style-type: none"> • None stated
	<p>If the <i>tribunal</i> is arbitration</p> <ul style="list-style-type: none"> • The <i>arbitration procedure</i> is Centre for Effective Dispute Resolution in London, UK • The <i>place</i> where arbitration is to be held is London, United Kingdom • The <i>person</i> or organisation who will choose an arbitrator <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator is President of the Law Society of England and Wales <p>If this contract is a subcontract and the main contract provides for joint adjudication of disputes</p> <ul style="list-style-type: none"> • The main contract Adjudicator is N/A..... <p>If Option C, E or G is used</p> <ul style="list-style-type: none"> • The <i>Consultant</i> prepares forecasts of the total Time Charge, Prices and expenses at intervals no longer than 3 calendar months. <p>Option X2 is used</p> <ul style="list-style-type: none"> • The <i>law of the project</i> is England & Wales
	<p>Option X18 is used</p> <ul style="list-style-type: none"> • The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to Nil • The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is included in the limitation on liability contained in clause 82.1

Employer Initial: 



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	<ul style="list-style-type: none"> The <i>end of liability date</i> is 7 years after the Completion of the whole of the <i>services</i>. <p>Option X20 is used (but not if Option X12 is also used)</p> <ul style="list-style-type: none"> The <i>incentive schedule</i> for Key Performance Indicators is in Annex 9 A report of performance against each Key Performance Indicator is provided for each Task Order on the following basis: <ul style="list-style-type: none"> On a monthly basis until Task completion on a date to be agreed between the <i>Employer</i> and <i>Consultant</i>. When Task Completion is achieved for that Task Order in accordance with clause X20. The "KPI retained percentage" is [REDACTED] of the total Price for a relevant Task Order less <i>expenses</i> for that Task Order (i.e. for the avoidance of doubt, applying to fees only). The "Performance Based percentage" is [REDACTED] of the total Price for a relevant Task Order less <i>expenses</i> for that Task Order ((i.e. for the avoidance of doubt, applying to fees only). <p>If Option Y(UK)3 is used</p> <ul style="list-style-type: none"> term person or organization None..... <p>If Option Z is used</p> <ul style="list-style-type: none"> The additional <i>conditions of contract</i> are as described within X, Y and Z clauses document (Annex 2) and DFID Standard Terms and Conditions

Employer Initial: [REDACTED]

Consultant Initial [REDACTED]


Part Two – Data provided by the *Consultant*

<p>Statements given in all contracts</p>	<ul style="list-style-type: none"> • Address (see footnotes) • The <i>key persons</i> are  • The <i>staff rates</i> are As set out in the Consultant's Proposal (Annex 6) (updated Commercial Proposal of 19 March 2018) The following matters will be included in the Risk Register See appendix A 				
<p>Optional statements</p>	<p>If the <i>Consultant</i> is to decide the <i>completion date</i> for the whole of the <i>services</i></p> <ul style="list-style-type: none"> • The completion <i>date</i> for the whole of the <i>services</i> is N/A..... <p>If a programme is to be identified in the Contract Data</p> <ul style="list-style-type: none"> • The programme identified in the Contract Data is <p>If the <i>Consultant</i> states any expenses</p> <p>The <i>expenses</i> stated by the <i>Consultant</i> are</p> <table border="0"> <tr> <td>item</td><td>amount</td></tr> <tr> <td>N/A</td><td></td></tr> </table> 	item	amount	N/A	
item	amount				
N/A					

Employer Initial: 

Consultant Initial 

	<p>If the <i>Consultant</i> requires additional access</p> <p>The <i>Employer</i> provides access to the following persons, places and things</p> <p>access to _____ access date _____</p> <p>as set out in a Task Order, if necessary</p> <p>.....</p> <p>.....</p> <p>Option G is used</p> <p>The <i>task schedule</i> is in Appendix 1 to this Contract Data.</p>

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