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Foreign, Commonwealth and Development Office
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Telephone: East Kilbride 01355 84 4000
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File Ref: PO 7751

Date: 31st March 2021

Contract Amendment No: 3

CONTRACT FOR: Fund Manager for the Supply Component of the Somali Health and Nutrition Programme (SHINE)

CONTRACT NUMBER: PO 7751

With reference to the contract dated 28th June 2018, as most recently amended by the letter dated 4th December 2020 both Parties have in principle agreed to the following variations to the Contract:

Section 1 – Form of Contract

Paragraph 3. Commencement and End Date of Initial Period

Delete: The Services shall commence on 1st July 2018 and the end date of the Initial Period shall be 31st March 2021

Insert: The Services shall commence on 1st July 2018 and the end date of the Initial Period shall be 31st August 2021

Paragraph 4. Financial Limit

Delete: “Payments under this Contract shall not, in any circumstances, exceed £19,998,382 inclusive of any government tax, if applicable”

Insert: “Payments under this Contract shall not, in any circumstances, exceed £21,348,382 inclusive of any government tax, if applicable”

Section 3 – Terms of Reference

Delete: Terms of Reference in toto

Insert: Terms of Reference (Revised March 2021) **(REDACTED)**

Insert: Annex A – Logframe **(REDACTED)**

Insert: Annex B – Gantt Chart **(REDACTED)**

Insert: Annex C – Close out Overview **(REDACTED)**

Insert: “General Data Protection Regulations (GDPR)”

Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in clause 32 in section 2 of the contract.

Insert: “Appendix A, of contract section 3 (Terms of Reference)” attached



Section 5 – Schedule of Prices

Delete: Proforma 1-5 (Revised November 2020) (REDACTED)

Insert: Proforma 1-5 (Revised March 2021) (REDACTED)

2. This amendment relates to increasing the financial limit by £1,350,000 and extending the timescale by 5 months.
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 FCDO that you accept the variations set out herein.
4. The Contract, including any previous variation, shall remain effective and unaltered except as amended by this letter.
5. Words and expressions in this letter shall have the meanings given to them in the Contract.

Signed by an authorised signatory for and on behalf
of the Secretary of State for Foreign, Commonwealth
and Development Affairs.

Name:

Position:

Signature:

Date:

Signed by an authorised signatory for and on behalf of
BMB Mott MacDonald B.V.

Name:

Signature:

Date:

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Terms of Reference (Revised March 2021) (REDACTED)

Annex A – Logframe (REDACTED)

Annex B – Gantt Chart (REDACTED)

Annex C – Close out Overview (REDACTED)

Appendix A to Section 3 - General Data Protection Regulations (GDPR)

Proforma 1-5 (Revised March 2021) (REDACTED)

Appendix A Contract Section 3 (Terms of Reference)

Schedule of Processing, Personal Data and Data Subjects

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

Description	Details
Identity of the Data Controller and Data Processor for each Category of Data Subject	<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>The Parties acknowledge that Clause 32.2 and 32.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 32.3 in respect of Personal Data necessary for the administration and/or fulfilment of this contract.</p>