



Foreign, Commonwealth & Development Office



CALLDOWN CONTRACT

Framework Agreement with: Oxford Policy Management Ltd

Framework Agreement for: Global Evaluation Framework Agreement (GEFA)

Framework Agreement Purchase Order Number: PO 7448

Call-down Contract For: Provision of an Independent Evaluator to Support the Biodiverse Landscapes Fund

Contract Purchase Order Number: ecm_64695

I refer to the following:

1. The above mentioned Framework Agreement dated 12 September 2016
2. Your proposal of 25 March 2022

and I confirm that DEFRA 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 16 May 2022 ("the Start Date") and the Services shall be completed by 31 December 2029 ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

- 2.1 DEFRA requires the Supplier to provide the Services to **DEFRA** (the "Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not exceed [REDACTED] ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B. The Financial Limit applies only to the initial 9 years of the contract. A revised Financial Limit will be applied if the Contract is extended.

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.

4. PAYMENTS & INVOICING INSTRUCTIONS

- 4.1 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 DEFRA.



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- 4.2 When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, 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.
- 4.3 In year 3, 36 months after the award, of this Contract the Supplier and Defra will undertake a benchmarking process. The Supplier and Defra will benchmark the Suppliers costs to the new FCDO framework GEMFA which is due to replace this framework, GEFA, in 2022. Further benchmarking exercise will be undertaken in year 6 and year 9 of the Contract. Benchmarking will only be undertaken in year 9 if the Contract is to, or is likely to, be extended.
- 4.4 The benchmarking process described in clause 4.3 will be non-committal and in good faith. The intention of the benchmarking process is to assure both the Supplier and Defra that the Suppliers costs are competitive.

5. DEFRA Officials

- 5.1 The Project Officer is:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 5.2 The Contract Officer is:

Tom Redfearn
Senior Category Officer
Defra group Commercial
Lateral House
8 City Walk
Leeds
LS11 9AT

5. Key Personnel

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

The named Personnel in the Suppliers Bid.

6. Reports

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

7. Duty of Care



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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 DEFRA 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 DEFRA is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

8. Call-down Contract Signature

- 8.1 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 DEFRA, DEFRA will be entitled, at its sole discretion, to declare this Call-down Contract void.

No payment will be made to the Supplier under this Call-down Contract until a copy of the Call-down Contract, signed on behalf of the Supplier, returned to the DEFRA Contract Officer.