



**Section 1 – Form of Contract**

<b>Framework Agreement for:</b>	<b>CONFLICT, STABILITY &amp; SECURITY FUND (CSSF) FRAMEWORK 2018</b>
<b>Reference Number:</b>	<b>CPG/2350/2018</b>
<b>Call-Off Title:</b>	<b>Afghanistan Assurance and Learning Programme (ALP)</b>
<b>Call-Off Reference:</b>	<b>ecm_4495; ITT_5086</b>

This Call-Off Contract is made between the Secretary of State for Foreign, Commonwealth and Development Affairs represented by the Foreign, Commonwealth & Development Office, acting as part of the Crown ("the Authority"), and Integrity Global Limited (formerly Integrity Research & Consultancy Limited) ("the Supplier") having his main or registered office at West Wing, Somerset House, Strand, London, WC2R 1LA, United Kingdom.

("the Parties")

SIGNED on behalf of the Parties:

For the Supplier:

By signing this contract, the Supplier confirms they have opened and checked the documents provided in Annexes 1 & 2 of this Call-Off Contract and these represent the Statement of Requirements and the Supplier's tender submitted in response to the Afghanistan Assurance and Learning Programme (ALP) (ref ITT\_5086) on 1 August 2022.

By:

Full Name: [Redacted]

Position held on behalf of Supplier:

Chief Finance Officer

Date: 24 November 2022

For the Authority:

Full Name: [Redacted]

Position held on behalf of Authority:

Head of Humanitarian and Business Partner for MENA, ACP and EECAD

Date: 24 November 2022

Framework Agreement with:	Integrity Global Limited (formerly Integrity Research & Consultancy Limited)
Company Number:	
Sub-Contractors/Consortia:	<b>D3 Systems Inc</b>
Company Number:	
Framework Agreement for:	<b>CONFLICT STABILITY &amp; SECURITY FUND 2018</b>
Framework Agreement Number:	<b>CPG/2350/2018</b>
Call-off Contract For:	<b>Afghanistan Assurance and Learning Programme (ALP)</b>
Contract Number:	<b>ecm 4495; ITT 5086</b>

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**Section 2 – Call-Off Terms & Conditions**

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**1. The above mentioned Framework Agreement.**

1.1. Capitalised terms used in this Call-Off Contract shall (save where specified otherwise) have the meaning set out in the Framework Agreement.

**2. Your proposal of 01 August 2022.**

2.1. The Authority requires Integrity Global Limited (formerly Integrity Research & Consultancy Limited) (“the Supplier”) to provide the Services as stated in the *Statement of Requirement* at Annex 1 and, under the Terms and Conditions of the Framework Agreement, which shall apply to this Call-off Contract as if expressly incorporated herein.

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

3.1. The Supplier shall start the Services no later than 23 November 2022 (“the Start Date”) and Services shall be completed by 22 November 2026 (“the End Date”) unless the Call-off Contract is terminated or extended in accordance with the terms and conditions of the Framework Agreement and by contract variation.

3.2. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier’s performance is not deemed satisfactory or the fund available to the CSSF programme is no longer sufficient to continue financing the programme.

**4. Recipient**

4.1. The Authority requires the Supplier to provide the Services to FCDO Afghanistan Policy and Programmes Department (APPD) (“the Recipient”).

**5. Financial Limit**

5.1. Payments under this Call-off Contract shall not exceed [REDACTED] pounds) (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the [Statement of Requirements \(Annex 1\)](#) and [Commercial Cost Template \(Annex 2\)](#).

5.2. To support invoicing the Supplier shall provide quarterly financial statements, covering activities delivered together with the Contract reference number and Purchase Order number.

5.3. Payment of invoices will be made quarterly in arrears on receipt of an itemised invoice.

**6. Milestone Payments and Charges**

6.1. Any Supplier Personnel employee fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Call-off Contract.

6.2. Where applicable Milestone Payments, will be made on satisfactory performance of the Services, at the payment points defined as per Schedule of Prices and Rates. At each payment point set criteria will be jointly agreed as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority 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 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

**7. Fixed Price**

7.1. Where the Parties have agreed in the [Commercial Cost Template \(Annex 2\)](#) that the Services will be provided on a fixed price basis, then the fixed price shall be paid according to the Schedule of Prices and Rates, which may relate to the achievement of specific Milestones as defined, dates or acceptance and shall be inclusive of all Supplier costs.

**8. Time and Material**

8.1. Where the Parties have agreed in the [Commercial Cost Template \(Annex 2\)](#) that the Services will be provided on a time and materials basis, then:

- a) the Services shall be provided in accordance with the rate card set out in the Schedule of Prices and Rates;
- b) the Parties shall agree a maximum price, which shall include but not be limited to a resource profile, a fixed date to start and to complete and a set of deliverables, further details of which shall be agreed by the Parties in the Schedule of Prices and Rates;
- c) the Supplier shall attach to each invoice, records of the time spent and materials used in providing the Services, together with all supporting documentation including but not limited to all relevant timesheets, receipts (if applicable), a list of Services to which the invoice relates and a reference to the Contract and Schedule of Prices and Rates, as well as any other information as reasonably requested by the Authority from time to time;
- d) the Supplier must notify the Authority immediately if it becomes apparent that the cost to complete the Services will be in excess of the maximum price and shall only proceed with and be paid for Services in excess of the maximum price with the prior written consent of the Authority.

**9. Officials**

9.1. The Authority Project/Contract Officer is as follows:

<b>Title:</b>	<b>Name:</b>	<b>Email Address:</b>
Contract Officer		
Senior Responsible Officer		
Programme Manager		

**10. Key Personnel**

10.1. The following Supplier Personnel are the Key Personnel for the purposes of this Call-Off Contract:

<b>Title:</b>	<b>Name:</b>	<b>Email Address:</b>
Programme Director		
Programme Team Leader		
Programme Manager		
TPM Lead		
Portfolio MEL Lead		

**11. Monitoring and Contract Performance Reports**

11.1. For the purpose of monitoring of performance, the Supplier shall submit project reports in accordance with the agreements and timescales contained in the [Statement of Requirement at Annex 1](#).

11.2. These provisions will include without limitation:

- i. random inspections;
- ii. regular meetings;
- iii. the regular delivery of written management reports;
- iv. quarterly report on Key Performance Indicators.

11.3. All such agreements will be carried out by the Supplier in a timely manner, as reasonably required by the Authority, and in line with Good Industry Practice.

**12. Duty of Care**

12.1. Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. 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.

12.2. Unless otherwise agreed, 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 the Authority in respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.

12.3. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier 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.

- 12.4. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off 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.
- 12.5. Where the Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the [Statement of Requirements at Annex 1](#).

**13. Third Party Rights for Sub-Contractors**

- 13.1. The Supplier shall ensure that all Sub-Contracts contain provisions to the effect of “in respect of security and secrecy, intellectual property and audit rights corresponding to those placed on the Supplier under this Contract (subject to such variations as the Authority may reasonably specify), which the Authority shall have the ability to directly enforce under the Contracts (Rights of Third Parties) Act 1999.

**14. Call-off Contract Signature**

- 14.1. If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at paragraph 9 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

**15. Destruction and deletion of Authority Data and Confidential Information**

- 15.1. Pursuant to:
- Clause 16.1.3 of the Framework Agreement requiring the Supplier to provide an inventory of Authority Data in its possession or control; and
  - Clause 29 (Confidentiality);
- The Supplier shall, at the written direction of the Authority, delete, destroy or return, as appropriate, all Authority Data and Confidential Information (and any copies of it) on termination of the Call-Off Contract.

**16. Special Terms & Conditions**

- 16.1. After programme manager staffing change, FCDO reserves the right to review the programme manager position 6 months after contract start date, to ensure the programme manager is well supported by the rest of the team including the TPM lead and local monitoring team lead.

**Annex 1 – Statement of Requirements and Supplier’s Tender**

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