

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: **IMC Worldwide Limited**

Framework Agreement for: **Expert Advisory Call Down Service (EACDS)**

Framework Agreement Purchase Order Number: **PO 7468**

Call-down Contract For: **Investment Diagnostics, Uganda**

Contract Purchase Order Number: **PO 8301**

I refer to the following:

1. The above mentioned Framework Agreement dated **20 October 2016**
2. Your proposal of **February 2018** as amended and clarified by your subsequent e-mails dated **10 and 17 May 2018 (clarifications)**.

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 Supplier shall start the Services no later than **25 June 2018** ("the Start Date") and the Services shall be completed by **24 December 2018** ("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 DFID requires the Supplier to provide the Services to the **Government of Uganda** ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed **£379,320.87** ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B.

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. DFID Officials

4.1 The Project Officer is:

[REDACTED]
Department for International Development
Telephone [REDACTED]
E-mail [REDACTED]

4.2 The Contract Officer is:

[REDACTED]
Department for International Development
Telephone: [REDACTED]
E-mail: [REDACTED]

5. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Key Personnel

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

Name	Position
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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

[REDACTED] [REDACTED]

7.1 [REDACTED]

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

8. Reports

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

9. 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.

10. 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 5 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.

11. Protection of Personal Data

- 11.1 Clause 31 of Section 2 shall be deleted and replaced by the following provisions:

- "31.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, DFID is the Controller and the Supplier is the Processor unless otherwise specified in Annex 2 of the Terms of Reference (at Section 4, Appendix A, Annex A of the Call-down Contract). The only processing that the Processor is authorised to do is listed in Annex 2 of the Terms of Reference by the Controller and may not be determined by the Processor.
- 31.2 The Processor shall notify the Controller immediately if it considers that any of Controller's instructions infringe the Data Protection Legislation.
- 31.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 31.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) process that Personal Data only in accordance with the Annex 2 referred to in para 31.1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - I. nature of the data to be protected;
 - II. harm that might result from a Data Loss Event;
 - III. state of technological development; and
 - IV. cost of implementing any measures;
- (c) ensure that:
 - I. the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 2 referred to in para 31.1);
 - II. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Processor's duties under this clause;
 - B. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - I. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - II. the Data Subject has enforceable rights and effective legal remedies;
 - III. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - IV. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

- (e) At the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 31.5 Subject to clause 31.6, the Processor shall notify the Controller immediately if it:
 - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
 - or
 - (f) becomes aware of a Data Loss Event.
- 31.6 The Processor's obligation to notify under clause 31.5 shall include the provision of further information to the Controller in phases, as details become available.
- 31.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 31.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 31.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal

- convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 31.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 31.10 Each party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 31.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 31 such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 31.12 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
- 31.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable Controller to Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 31.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 31.15 Where the Parties include two or more Joint Controllers as identified in the Annex 2 referred to in para 31.1 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in the Annex 2 referred to in para 31.1 in replacement of Clauses 31.1-31.14 for the Personal Data under Joint Control.

12. Section 2 Definitions

- 12.1 The corresponding definitions in Schedule 1 of Section 2 shall be deleted and replaced by the following:

“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data” take the meaning given in the GDPR.

“Data Protection Legislation” (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

“Process” has the meaning given to it under the Data Protection Legislation but, for the purposes of this Contract, it shall include both manual and automatic processing and “Processing” and “Processed” shall be interpreted accordingly.

12.2 The following definitions shall be added to Schedule 1 of Section 2:

“Personal Data Breach” and **“Data Protection Officer”** take the meaning given in the GDPR.

“Data Processor Personnel” means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement.

“Data Protection Impact Assessment”: an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data.

“Data Loss Event”: any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

“Data Subject Access Request”: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

“DPA 2018”: Data Protection Act 2018

“GDPR”: the General Data Protection Regulation (*Regulation (EU) 2016/679*)

“Joint Controllers”: where two or more Controllers jointly determine the purposes and means of processing.

“LED”: Law Enforcement Directive (*Directive (EU) 2016/680*)

“Protective Measures”: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

“Sub-processor”: any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement.

For and on behalf of
The Secretary of State for
International Development

Name:

Position:

Signature:

Date:



For and on behalf of
IMC Worldwide Limited

Name:

Position:

Signature:

Date:

Call-down Contract

Terms of Reference

Investment Diagnostics, Uganda

Terms of Reference – Investment Diagnostics, Uganda

Introduction

1. The UK Department for International Development (DFID) manages UK support for efforts to end extreme poverty. The Growth and Resilience Department (GRD) works to promote broad based economic growth in DFID partner countries.
2. DFID, in 2017, has approved a programme (Invest Africa¹) aiming to boost Foreign Direct Investment (FDI) in DFID focus countries in Africa to kick-start labour-intensive economic transformation. Invest Africa is a demand led flexible programme. The main contract for Invest Africa is currently following a competitive procurement process that is expected to be in place by the end of 2018.
3. In the interim DFID, is a supplier to complete diagnostics in Uganda, over and above work that has already been done and in preparation for the main contract. The key areas that the diagnostic will focus on includes: investor identification, sub sector prioritisation/ comparative advantage analysis, enterprise maps and market information in priority sectors, political economy analysis, donor mapping.
4. This contract will commence by May 2018 and will be for a period of up to six months.

Objective

5. Invest Africa aims to attract foreign direct investment into manufacturing sectors to support job creation and economic transformation. In order to attract more and better foreign investment, the information, strategies and products that UIA have relevant to attracting foreign investors needs to be improved.
6. Through this contract, Invest Africa will support UiA to have the information, analysis and products they needs to better target foreign investors into manufacturing sectors in Uganda.

The Recipient

7. The recipient of this service will be the government of Uganda, although work will be monitored and assessed by DFID.

¹ Invest Africa is a Major DFID programme aimed at attracting Foreign Direct Investment to Africa as wages and production costs rise in China. The programme is currently approved and about to enter procurement following early market engagement.

Scope

8. The supplier will be directly responsible for the delivery of a number of key outputs. Work will progress in a phased manner, with the delivery and DFID approval of deliverables A, B, C in succession.

Deliverables

9. Output A. Prioritisation of 3 sub sector, consistent with approach for sector selection identified in Annex 1, including:
 - Summary of sub sectors considered (in tabular form)
 - 3 Selected sectors and SWOT analysis of these
 - SWOT analysis for 2 runner up sub sectors

Deliverables under this activity area:

- I. Sub- sector prioritisation report (15 pages max)
- II. Slide pack on report

10. Output B. Analysis on the 3 prioritised subsectors including:
 - investor trends including historic trade and investment flows
 - enterprise maps of sub sectors (capturing local, international and UK businesses, examples of such maps at a national level can be found on the following website <https://www.theigc.org/project/the-enterprise-map-series/>, for the purpose of this study, the enterprise maps should focus on specific sub sectors and not be at a national level)
 - Analysis of sub sectors and the associated supply chains
 - Information on competitor countries (regional and global): market share, industry structure, competitive drivers
 - Market analysis: markets by volume and value, who are the main buyers (companies), buying trends
 - Political economy analysis of the sub sector
 - Comparative advantage analysis
 - Opportunities and challenges emerging from regional and global trade agreements
 - Assessment of adequacy of Infrastructure for relevant subsectors and recommended infrastructure masterplan, including financing options

Deliverables under this activity area:

- I. 3 Sub-sector reports (not more than 30 pages each)
- II. Slide pack on each of the reports

11. Output C. Investor Package for each sub sector including:
 - List of 50 potential foreign investors (UK, Chinese, Indian, Other) including contact information on an excel spreadsheet (email, phone and position contact details of investors and details of phone conversations had with them)
 - List of companies that were eliminated and the rationale

- Investor presentation (English, other languages that is deemed most appropriate)
- Investor Guide (English, other languages that is deemed most appropriate)
- Teasers (English, other languages that is deemed most appropriate)
- List of companies in the supply chain that provide products, inputs, accessories and services to sub sector

C. Investor package for each sub sector to be taken forward by UIA, which must include:

- I. Investment Promotion Material presentation, guide, teasers)
- II. List of 50 potential foreign investors (UK, Chinese, Indian, Other) including contact information on an excel spreadsheet (email, phone and position contact details of investors and details of phone conversations had with them)
- III. List of companies that were eliminated and the reason they were eliminated on an excel spreadsheet
- IV. List of companies in the supply chain that provide products, inputs, accessories and services to sub sector

Other requirements

12. Reporting:

- a. The consultant will report to DFID's regional adviser for Invest Africa with regular interaction also expected with the DFID Uganda Growth team
- b. At the beginning of the exercise, the consultants will share a six month work plan that will include target dates for the delivery of each of the outputs. At the end of each month, informal progress reporting will be provided and the work plan will be adjusted based on progress made.
- c. The consultants will present each of the reports in Uganda to: DFID/ British High Commission Uganda, Government of Uganda, Investor Groups (potentially outside of Uganda), other relevant stakeholders

[REDACTED]

14. Communications- All documents should comply with UKAid branding guidelines.

15. Coordination – to ensure alignment, the consultant will work closely with other components of the Invest Africa work plan. In addition they will maintain good communications with DFID and its other implementing partners (such as other Government Departments or organisations hired to

act on behalf of DFID) on planned engagement. They will also need to maintain a good awareness of DFID (and other organisations') relevant strategies and activities.

16. Conduct – the Consultant is expected to act in a way which does not undermine DFID or the UK or its activities.
17. Scope – the scope of the contract may be modified subject to mutual agreement.
18. Transparency- DFID requires Suppliers receiving and managing funds, to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners. Further IATI information is available from: <http://www.aidtransparency.net/>
19. Duty of Care - The company will be expected to provide their own overseas duty of care in relation to themselves and logistical arrangements. If deemed necessary DFID may need to be convinced that systems and procedures that are in place are adequate if there is travel to conflict affected or similar high security areas.

Key Staff

20. The consultants should propose a team that will enable them to complete the above mentioned scope and outputs of the consultancy.
21. One project manager should be assigned to lead on coordination and reporting (with DFID, the government and other stakeholders) throughout the duration of the contract. This individual should be based in Uganda for the duration of the contract.
22. The contract should rely heavily of local experts.

23. [REDACTED]

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

[REDACTED]

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

[REDACTED] [REDACTED]

24. Overall the team should have expertise in the following areas:
- IV. Sector competitiveness
 - V. Sector experts in the selected sub sectors
 - VI. Global value chains
 - VII. Investment promotion
 - VIII. Foreign investments

- IX. Political economy analysis
- X. Trade policies/ agreements
- XI. Infrastructure
- XII. Programme design
- XIII. Multinational enterprises
- XIV. Communications

Timing

25. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[illegible]

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[illegible][illegible]

[REDACTED]

[REDACTED]

■	[REDACTED] [REDACTED] [REDACTED]
■	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
■	[REDACTED] [REDACTED] [REDACTED]
■	[REDACTED] [REDACTED] [REDACTED]

Background

Invest Africa

31. Invest Africa is a DFID funded programme to increase foreign direct investment in Manufacturing in certain East African countries including Uganda. This is in recognition of the fact that sustainable growth is only really achieved in countries that industrialise. Africa has been slow to industrialise and there is a significant opportunity to source industries moving from Asia and China. As China becomes a middle income country, wages are rising rapidly and the Chinese government is pro-actively encouraging some low value added industries to move to Africa as part of its “Belt and Road” project. Ethiopia has already shown initial success in attracting export industries, especially garments but also light assembly, to its industrial parks.

32. Invest Africa’s core objective is to support quality foreign direct investment into manufacturing sectors. The focus is to attract responsible investors (including in terms of labour, environmental etc) who can bring in long-term jobs (particularly for women and the youth) and facilitate economic transformation (including spill-over effects for the broader economy).

33. In order to support foreign investments in Uganda, Invest Africa will support improvements in Industrial parks and in the capacity of the Ugandan Investment Authority.

Ugandan Economy

34. Uganda has enjoyed nearly three decades of high economic growth, and significant reductions in poverty, despite a high rate of population growth and financial constraints to improving human development. Recent shocks were driven by a combination of i) drought conditions that prevailed over much of the country in FY16/17 ii) slower than planned delivery of public investments, and iii) falling demand for credit from the banking sector.

35. The Ministry of Finance and the Bank of Uganda have a strong record of sound macroeconomic management, but enhancing public investment management will be key to getting growth onto a higher trajectory. Failure to effectively implement approved investments could lead to a situation of growing debt rather than job creation and rising incomes.
36. Structural transformation is slow, with approximately 75% of the population working in agriculture, a sector that shows few signs of productivity improvement. Uganda's age dependency ratio (at 94 per 100 of working age), whilst falling slightly, is significantly higher than Ghana (70), Kenya (80) and Rwanda (85).
37. Exports have been traditionally dominated by agriculture, with coffee remaining the largest export at \$490million in FY16/17. However, remittances (around \$1100million in 2016) and tourism (around \$1400million in FY16/17) are now Uganda's most important 'exports'.
38. Investment has been traditionally dominated by Asia-Uganda conglomerates, with increasing investment flows from China, India, Turkey and Kenya. There are also a large number of Ugandan CEOs (e.g. Stanbic Bank). Oil revenue is estimated by GoU to commence in earnest in 2020.

UK Support to Economic Development in Uganda

39. DFID work focuses on the delivery of Uganda National Development Plan II (2016-20), and UK priorities as set out in the 2017 DFID Economic Development Strategy. DFIDU supports the transition from a largely rural, agricultural and low productivity economy to one that is modern and productive. Strategic themes are Investment, Infrastructure and Institutions.
40. Infrastructure DFID support Trademark East Africa (TMEA) to strengthen trade facilitation and trade competitiveness as part of DFID's wider regional programme. The TMEA II (£25m in Uganda) project will focus on overcoming key trading barriers. DFID also provides funds for two strategic roads and participates in projects on cities, infrastructure project appraisal, and public private partnerships through the new DRUM (£21m) and Cities and Infrastructure for Growth (c. £20m in Uganda) programmes.
41. Investment The Northern Uganda agribusiness project provides financial and technical support to businesses, reaching 300,000 small businesses. This is stimulating investment and trade into poor regions. DFID Uganda is part of the Invest in Africa project, targeting foreign investment in the manufacturing sector. Along with the World Bank, International Finance Corporation and the Commonwealth Development Corporation DFID works on financial development for firms and households through Financial Sector Deepening (FSD) Africa and FSD Uganda.

42. The recently approved £21m 'DRUM' management programme will enhance public investment management performance, improve domestic revenue management and raise transparency on how tax is raised and spent to unlock growth. The UK is investing £50m on leveraging private sector investment into power for business in 17 small to medium-scale, renewable energy projects. The Energy Africa Compact is also catalysing the private sector to lead the solar household market.
43. DFIDU supports GoU and multilaterals to enable infrastructure funding to be better prioritised and place a greater role for private finance to deliver better public services.
44. DFID works closely across HMG to deliver on UK policy priorities on the trade and investment environment aiming for a level playing field for all. This unlocks a range of significant new commercial and investment opportunities.

Annex 1: Sector Selection Criteria

In order of descending importance:-

Economic viability/ Competitive Advantage - Fit with host country investment climate/competitiveness issues e.g. park infrastructure, electricity/utilities availability/cost, skills, logistics, trade agreements. This should include an analysis of what the country already does well but also what it has the potential to do well in.

Political alignment Fit with host country strategy and support from host country (more important in economically centralised states).

Avoiding duplication with DFID or other donor support (but see synergies below)

Development impact - Potential to deliver on development impact priorities (as illustrated in the Payment by Results/Development Impact Criteria document) including:-

- Additionality and screening issues
- Jobs (direct and indirect) – top priority
- Policy change
- Value added element
- Gender
- Environmental impact
- Social/community impact

Synergies - Potential synergies/ability to draw on other parts of HMG resource, whether DFID programmes/staff, DIT and especially CDC.

End market mix - Appropriate mix of import and export sectors

Diversification - Mix of sectors to avoid dependency on one sector or set of factors (to provide resilience if an issue occurs).

Annex 2
Schedule of Processing, Personal Data and Data Subjects

This schedule is for use with Clause 31 (Section 2 of the Contract) where DFID is the Controller and the Supplier is the Processor.

It shall be completed by the Controller, who may take account of the views of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

The Supplier shall comply with any further written instructions from DFID with respect to processing. Any such further instructions shall be incorporated into this Schedule by way of a formal DFID Contract Amendment.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, DFID is the Controller and the Supplier is the Processor in accordance with Clause 31 (Section 2 of the contract).
Subject matter of the processing	<p>The Supplier will collect data on who might be interested in investing in Uganda. Some of this data is not personal data (names of businesses) however the contact details of individuals at those businesses is personal data.</p> <p>The Supplier will also work with DFID and other donors and hence collect their data to make contacts to fulfil the contract.</p>
Duration of the processing	From 25 June 2018 until end-December 2018.
Nature and purposes of the processing	<p><u>Purpose of processing</u> The personal data being processed is primarily people's contact details</p> <ul style="list-style-type: none"> - To enable the Supplier to conduct research on sector opportunities for investment and investment policy issues and liaise with the relevant Ugandan authorities - To enable the Supplier to create a shortlist of potential investors which DFID or its future contractors and the Ugandan Investment Authority will then use to contact investors. <p><u>Location</u> Data likely to be held on Word or excel document and potentially in outlook or similar software on PCs. In due course the Ugandan Investment Authority may transfer some leads to its Customer Relationship Management system.</p>
Type of Personal Data [and Special Categories of Personal Data]	Names, emails, phone numbers and job titles of staff working at businesses that might be interested in investing e.g. Strategy manager at global packaging company
Categories of Data Subject	Staff/employees of businesses primarily e.g. CEOs, strategy managers. Africa directors etc.
Plan for return and destruction of the data once the processing is complete. UNLESS requirement under European Union or European member state law to preserve that type of data	Data is likely to be retained for circa 3 years.