

**Section 4 Appendix A**

**CALLDOWN CONTRACT**

**Framework Agreement with: IMC Worldwide Limited**

**Framework Agreement for: Global Evaluation Framework Agreement (GEFA)**

**Framework Agreement Purchase Order Number: PO 7448**

**Call-down Contract For: Independent Monitoring, Evaluation and Learning Unit for DFID's Investment in the Global Fund to End Modern Slavery**

**Contract Purchase Order Number: PO 8481**

I refer to the following:

1. The above-mentioned Framework Agreement dated 12 September 2016;
2. Your Technical and Commercial proposals dated March 2019, copies of which are enclosed and form part of this contract.
3. Your e-mail of 25 July 2019 regarding the reduction in the Financial Limit of the Contract.

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 01 August 2019 ("the Start Date") and the Services shall be completed by 30 April 2022 ("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 DFID Migration and Modern Slavery Department (the "Recipient").

**3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not, exceed £1,972,924 ("the Financial Limit") and is exclusive of any government tax as detailed in Annex B.

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.

**22. PAYMENTS & INVOICING INSTRUCTIONS**

22.3 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 DFID.

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.

## **6. Sub-Contractors**

6.1 the following sub-contractors have been agreed for this Contract: -

University of Portsmouth  
Thomson Reuters Foundation  
Data Management Aid  
Impact

## **7. Reports**

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

## **8. 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.

## 9. Call-down Contract Signature

- 9.1 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 DFID, DFID 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 DFID Contract Officer.

Signed by an authorised signatory  
for and on behalf of  
The Secretary of State for  
International Development

Name:

Position:

Signature:

Date:

Signed by an authorised signatory  
for and on behalf of the Supplier

Name:

Position:

Signature:

Date:

IMC Worldwide Limited