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File Ref: PO 6391

Date: 29th September 2018

Contract Amendment No: 6

FRAMEWORK AGREEMENT: PO 5929 – Wealth Creation Framework
CALL DOWN CONTRACT FOR: Private Enterprise Programme – Zambia (PEP-Z)
CONTRACT NUMBER: PO 6391

With reference to the contract dated 1st April 2014, (as most recently amended by the letter dated 11th July 2018 both Parties have in principle agreed to the following variations to the Contract:

Section 4 – Annex A the Terms of Reference

INSERT immediately after '10. will be done in collaboration with the Zambian private sector.' The following:

11. GENERAL DATA PROTECTION REGULATION (GDPR)

The applicable Schedule of Processing, Personal Data and Data Subjects is annexed at Section 4 Annex A, Appendix A as attached hereto.

Section 4 – Annex B, Schedule of Payments

INSERT immediately before Section 4 – Annex B the Schedule of Payments: PEPZ Business Plan – Year 4 as attached hereto.

DELETE Pro-Forma 1 to 5

INSERT Pro-Forma 1 to 5 as attached hereto

1. These no cost amendments relate to the incorporation of the new GDPR requirements, new milestones and deliverables reflective of the Year 4 business plan, and the allocation of £1.142m of funds to the BLP component from the unallocated funds within the intervention fund.
2. 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 DFID that you accept the variations set out herein.
3. The Contract, including any previous variation, shall remain effective and unaltered except as amended by this letter.
4. 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 International Development

Name:

Position:

Signature:

Date:

Signed by an authorised signatory for and on behalf of
DAI Europe Ltd

Name:

Position:

Signature:

Date:

Enc

Annex B the Schedule of Payments: PEPZ Business Plan – Year 4 – REDACTED

Proforma 1 – 5 - REDACTED

Section 4 – Annex A

Appendix A: of Contract Section 4 (Terms of Reference) Schedule of Processing, Personal Data and Data Subjects

This schedule must be completed by the Parties in collaboration with each other before the processing of Personal Data under the Contract.

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

Description	Details
Identity of the Controller and 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> <ol style="list-style-type: none"> 1) The Parties acknowledge that Clause 33.2 and 33.4 (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 33.3 in respect of Personal Data necessary for the administration and / or fulfilment of this contract. 2) For the avoidance of doubt the Supplier shall provide anonymised data sets for the purposes of reporting on this project and so DFID shall not be a Processor in respect of anonymised data as it does not constitute Personal Data.