

CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR : **Support to the Moderate Education Directorates
for Teacher Stipends and Set Rates**

PURCHASE ORDER NUMBER : **7659**

THIS CONTRACT is made

BETWEEN : The Secretary of State for International Development at the
Department for International Development, Abercrombie House,
Eaglesham Road, East Kilbride, Glasgow, G75 8EA ("DFID");

AND : Chemonics International Inc. ("Supplier") whose principal place of
business, or, where the Supplier is a company, whose registered
office is situate at 1717 H Street NW, Washington, DC 20006, USA.

(together "the Parties").

WHEREAS:

- A.** DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to DFID (the "Recipient"); and
- B.** the Supplier has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract shall be comprised of the following documents:

Section 1	Form of Contract
Section 2	General Conditions
Section 3	Terms of Reference
Section 4	Special Conditions
Section 5	Schedule of Prices

This Contract constitutes the entire agreement between the Parties in respect of the Supplier's obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and / or Section 4.

2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 4) duly completed (including the applicable Purchase Order Number at the top of Section 1), and 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 Contract void.

No payment will be made to the Supplier under this Contract until a copy of the Form of Contract, signed on behalf of the Supplier, is returned to the Contract Officer.

3. Commencement and Duration of the Services

The Supplier shall start the Services on **4th November 2016** (the "Start Date") and shall complete them by **31st July 2017** (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions. The duration of this Contract is dependent on the Supplier being successful in sourcing and acquiring sufficient additional funding acceptable to DFID. Where the Supplier fails to acquire sufficient additional funding acceptable to DFID before **31st January 2017**, the End Date of this Contract will be **28th February 2017**.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed **£8,850,369.48** exclusive of any government tax, if applicable (the "Financial Limit") for the full term of the Contract. This Financial Limit consists of two parts; the first part Financial Limit shall not exceed **£3,900,000.00** as detailed in Contract Section 5 7659 Schedule of Prices Part 3 (which does not include the additional funding to be sourced and acquired by the Supplier). Where the Supplier is successful in sourcing sufficient additional funding acceptable to DFID, the Financial Limit of this Contract will be increased by the amount of that additional funding up to the Financial Limit of £8,850,369.48 as detailed in Contract Section 5 7659 Schedule of Prices Part 2.

5. Time of the Essence

Time shall be of the essence as regards the performance by the Supplier of its obligations under this Contract.

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

Name:

Position:

Signature:

Date:

For and on behalf of
Chemonics International Inc

Name:

Position:

Signature:

Date:

CB116 (March 2014)