



CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR : LINKS – Powering Economic Growth in Northern Nigeria

PURCHASE ORDER NUMBER: PO 8338

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 : Coffey International Development Limited ("Supplier")

whose registered office is situate at 1 Northfield Road, Reading, Berkshire,

RG1 8AH, United Kingdom,

(and DFID and the Supplier together shall be the "Parties").

WHEREAS:

A. DFID requires the Supplier to provide the Services to the private sector, investors and both state and federal level ministries, departments and agencies of Nigeria, for the benefit of the populations with which they do business, draw employees or provide services (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 Standard Terms and Conditions

Section 3 Terms of Reference Section 4 Special Conditions Section 5 Schedule of Prices

2. Contract Signature

If the original Form of Contract is not returned to the DFID 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 DFID Contract Officer.

3. Commencement Date and End Date of Initial Period





The Services shall commence on 16th September 2019 and the end date of the Initial Period shall be 15th September 2026.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed £67,550,000 exclusive of any government tax, if applicable.

5. Programme Name

The Programme Name to which this Contract relates is 'LINKS – Powering Economic Growth in Northern Nigeria'.

6. Time of the Essence

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

Signed by an authorised signatory for and on behalf of The Secretary of State for International Development	Name: Position:	
Signed by an authorised signatory for and on behalf of the Supplier	Name:	
	Position:	

Department for International Development (DFID)

Department for International Development (DFID) Standard Terms and Conditions — Service Contracts

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Preliminaries

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Contract, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) or the meaning set out in the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in Schedule 1 (Definitions) or the relevant Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 The interpretation and construction of the Contract shall be subject to the following provisions:
 - 1.3.1 clause headings shall not affect the interpretation or construction of the Contract;
 - 1.3.2 a reference to Law includes a reference to that Law as amended, consolidated or re-enacted from time to time;
 - 1.3.3 references to a "person" includes a natural person and a corporate or unincorporated body;
 - 1.3.4 words in the singular shall include the plural and vice versa;
 - 1.3.5 references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under this Contract;
 - 1.3.6 words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
 - 1.3.7 a reference to one gender shall include a reference to the other genders; and
 - 1.3.8 where the context allows, references to Clauses are to clauses in this Contract and references to Sections are the sections of this Contract.
- 1.4 Except as expressly provided elsewhere in this Contract, and subject to Clause 1.5, in the event of and only to the extent of any conflict between each Section of this Contract, the conflict shall be resolved in accordance with the following order of precedence:
 - 1.4.1 Section 1 (Form of Contract);
 - 1.4.2 Section 4 (Special Conditions);
 - 1.4.3 Section 3 (Terms of Reference);
 - 1.4.4 Section 2 (Standard Terms and Conditions (except Schedule 4 (Tender));
 - 1.4.5 Section 5 (Schedule of Prices); and
 - 1.4.6 Schedule 4 (Tender).
- 1.5 Where Schedule 4 (Tender) contain provisions which are more favourable to DFID in relation to (the rest of) this Contract, such provisions of the Tender shall prevail. DFID shall in its absolute and sole discretion determine whether any provision in the Tender is more favourable in this context.
- 1.6 In entering into this Contract DFID is acting as part of the Crown.

2. REPRESENTATIONS AND WARRANTIES

- 2.1 The Supplier represents and warrants that:
 - 2.1.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
 - 2.1.2 it has full capacity and authority to enter into and to perform this Contract;
 - 2.1.3 this Contract is executed by its duly authorised representative;

- 2.1.4 it has all necessary consents and regulatory approvals, including in the country of performance, to enter into this Contract;
- 2.1.5 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Contract;
- 2.1.6 its execution, delivery and performance of its obligations under this Contract will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;
- 2.1.7 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);
- 2.1.8 all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation its response to the standard selection questionnaire and invitation to tender (if applicable), its Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Supplier has otherwise disclosed to DFID in writing prior to the date of this Contract;
- 2.1.9 it has notified DFID in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- 2.1.10 it has all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to DFID which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by DFID;
- 2.1.11 the Charges set out in Section 5 (Schedule of Prices) is/will be a true and accurate reflection of the costs and the Projected Profit Margin and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Charges;
- 2.1.12 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;
- 2.1.13 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue
- The representations and warranties set out in Clause 2.1 shall be deemed to be repeated by the Supplier on the Commencement Date (if later than the date of signature of this Contract) by reference to the facts then existing.
- 2.3 The representations and warranties set out in this Clause 2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Contract.
- 2.4 If at any time the Supplier becomes aware that a representation or warranty given by it under Clause 2.1 has been breached, is untrue or is misleading, it shall immediately notify DFID of the relevant occurrence in sufficient detail to enable DFID to make an accurate assessment of the situation.
- 2.5 the Supplier System and assets used in the performance of the Services will be:
 - 2.5.1 free of all encumbrances, any exceptions must be agreed in writing with DFID; and
 - 2.5.2 Euro Compliant.
- 2.6 The Supplier shall at all times comply with Law in carrying out its obligations under this Contract.
- 2.7 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination which DFID may have in respect of breach of that provision by the Supplier.
- 2.8 Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

3. FINANCIAL LIMIT

3.1 The components which comprise the Financial Limit are set out in Section 5 (Schedule of Prices). No expenditure may be incurred in excess of the Financial Limit and no virements between components shown in the Section 5 (Schedule of Prices) are permitted without the prior written authority of the DFID Contract Officer.

Term of Contract

4. CONTRACT TERM

- 4.1 The duration of this Contract shall be the Term.
- 4.2 Where DFID has specified an Extension Period in the Section 4 (Special Conditions), DFID may extend this Contract for the Extension Period by providing written notice to the Supplier before the end of the Initial Period. The minimum period for the written notice shall be as specified in Section 4 (Special Conditions).

Provision of Services

5. OBLIGATIONS OF THE SUPPLIER

- The Supplier shall perform all its obligations under this Contract with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts and in accordance with DFID's Supply Partner Code of Conduct (Appendix B).
- 5.2 If the Supplier is a joint venture or an unincorporated consortium then each of the joint venture or consortium partners shall bear joint and several liability where liability may arise.
- In performing its obligations under this Contract, neither the Supplier, nor any of its Affiliates, shall embarrass DFID or otherwise bring DFID into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in DFID, regardless of whether or not such act or omission is related to the Supplier's obligations under this Contract.
- The Supplier shall gather, collate, and provide such information and cooperation as DFID may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Contract.
- 5.5 The Supplier shall ensure that the Services:
 - 5.5.1 comply in all respects with the description of Services in Section 3 (Terms of Reference) or elsewhere in this Contract; and
 - 5.5.2 are supplied in accordance with the provisions of this Contract and the Tender.
- 5.6 The Supplier shall perform its obligations under this Contract in accordance with:
 - 5.6.1 all applicable Law;
 - 5.6.2 Good Industry Practice;
 - 5.6.3 any policies provided by DFID; and
 - 5.6.4 the Supplier's own established procedures and practices to the extent they do not conflict with the requirements of Clauses 5.6.1 to 5.6.3.
- 5.7 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that its Supplier Personnel also do, or refrain from doing, such act or thing.

Supplier Personnel and Supply Chain Matters

6. SUPPLIER PERSONNEL

- 6.1 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Clause 16 (Exit Management) unless:
 - 6.1.1 requested to do so by DFID;
 - 6.1.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
 - 6.1.3 the person's employment or contractual arrangement with the Supplier or a Sub-Contractor is terminated by the employer for material breach of contract; or
 - 6.1.4 the Supplier obtains Approval (such Approval not to be unreasonably withheld or delayed).
- 6.2 The Supplier shall:
 - 6.2.1 provide a list of the names of all Supplier Personnel requiring admission to DFID Sites, specifying the capacity in which they require admission and giving such other particulars as DFID may reasonably require;
 - 6.2.2 ensure that all Supplier Personnel:
 - are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and (a) diligence;
 - (b) are vetted in accordance with Good Industry Practice and in compliance with the Staff Vetting Procedure;
 - (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/301861/Security_Policy_for_Co_ ntractors Consultants Suppliers.pdf)
 - (c) shall be subject to pre-employment checks that include, as a minimum, employment history for the last three years, identity checks, unspent criminal convictions and right to work (including nationality and immigration status);
 - (d) obey all lawful instructions and reasonable directions of DFID (including, if so required by DFID, the ICT Policy) and provide the Services to the reasonable satisfaction of DFID; and
 - (e) comply with:
 - (i) all reasonable requirements of DFID concerning conduct at DFID Sites, including any security requirements; and
 - (ii) any DFID policies, provided to the Supplier or Supplier Personnel from time to time
 - 6.2.3 subject to Schedule 2 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or Contractors of DFID;
 - 6.2.4 be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Contract shall be a Default by the Supplier;
 - 6.2.5 use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
 - 6.2.6 subject to Clause 6.1, replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
 - 6.2.7 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
 - 6.2.8 procure that the Supplier Personnel shall vacate DFID Sites immediately upon the Expiry Date.
- If DFID reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Contract, it may: 6.3
 - 6.3.1 refuse admission to the relevant person(s) to DFID Sites and/or
 - 6.3.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).
 - 6.3.3 require the Supplier to replace the relevant person(s) without direct or indirect charge to DFID and the Supplier shall fully indemnify and hold DFID harmless against any claims of any kind that may arise with regard to the replacement of such Supplier Personnel.

SUB-CONTRACTORS AND EXCLUSIVITY 7.

- 7.1 DFID has consented to the appointment of the Sub-Contractors set out in Section 4 (Special Conditions).
- 7.2 The Supplier shall exercise due skill and care in the selection of any Sub-Contractors to ensure that the Supplier is able to:
 - 7.2.1 manage any Sub-Contracts in accordance with Good Industry Practice;
 - 7.2.2 comply with its obligations under this Contract in the provision of the Services; and
 - 7.2.3 assign, novate or otherwise transfer to DFID or any Replacement Supplier any of its rights and/or obligations under each Sub-Contract that relates exclusively to this Contract.
- 7.3 Prior to sub-contacting any of its obligations under this Contract, the Supplier shall both act in accordance with Clause 8 below and notify DFID and provide DFID with:
 - 7.3.1 the proposed Sub-Contractor's name, registered office and company registration number;
 - 7.3.2 the scope of any Services to be provided by the proposed Sub-Contractor; and
 - 7.3.3 where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of DFID that the proposed Sub-Contract has been agreed on "arm's-length" terms.
- 7.4 If requested by DFID within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 7.3, the Supplier shall also provide:
 - 7.4.1 a copy of the proposed Sub-Contract; and
 - 7.4.2 any further information reasonably requested by DFID.
- 7.5 DFID may, within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 7.3 (or, if later, receipt of any further information requested pursuant to Clause 7.4), object to the appointment of the relevant Sub-Contractor if they consider that:
 - the appointment of a proposed Sub-Contractor may prejudice the provision of the Services or may be contrary to the 7.5.1 interests of DFID under this Contract;
 - 7.5.2 the proposed Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 7.5.3 the proposed Sub-Contractor employs unfit persons,

in which case, the Supplier shall not proceed with the proposed appointment.

- 7.6 If DFID has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of ten (10) Working Days of receipt of:
 - 7.6.1 the Supplier's notice issued pursuant to Clause 7.3; or
 - 7.6.2 any further information requested by DFID pursuant to Clause7.4,

the Supplier may proceed with the proposed appointment.

- 7.7 The Supplier shall ensure that all Sub-Contracts contain provisions:
 - 7.7.1 requiring the Sub-Contractor to comply with the DFID's Supply Partner Code of Conduct (Appendix B) at all times;
 - requiring the Supplier to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period 7.7.2 not exceeding thirty (30) days from the receipt of a valid invoice;

- 7.7.3 requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
- 7.7.4 conferring a right to DFID to publish the Supplier's compliance with its obligation to pay undisputed invoices to the Sub-Contractor within the specified payment period;
- 7.7.5 giving the Supplier a right to terminate the Sub-Contract if the Sub-Contractor fails to comply in the performance of the Sub-Contract with legal obligations in the fields of environmental, social or labour law; and
- 7.7.6 requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by this Clause 7.7.

7.8 The Supplier shall:

- 7.8.1 pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice;
- 7.8.2 include within the Performance Monitoring Reports required under Clause 13.3 a summary of its compliance with this Clause 7.8.1, such data to be certified each quarter by a director of the Supplier as being accurate and not misleading;
- 7.8.3 not include in any Sub-Contract any provision the effect of which would be to limit or restrict the ability of the Sub-Contractor to contract directly with DFID, a Replacement Supplier, or with any other organisation and Sub-Contractors shall be free to assert their rights independently regarding contractual exclusivity.
- 7.8.4 where Sub-Contracting has been Approved by DFID, promptly provide DFID with written confirmation from each Sub-Contractor identified within Section 4 of the Contract that they accept provisions set out at Clauses 50.1 to 50.7, which shall be included in all Supplier Sub-Contracts.

8. VISIBILITY OF SUBCONTRACT OPPORTUNITIES

- 8.1 The Supplier shall:
 - 8.1.1 subject to Clause 8.3, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Goods and/or Services and/or Works above a minimum threshold of £25,000 that arise during the Term;
 - 8.1.2 within 90 days of awarding a Sub-Contract to a Sub-Contractor, update the notice on Contracts Finder with details of the successful Sub-Contractor;
 - 8.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
 - 8.1.4 provide reports on the information at clause 8.1.3 to DFID in the format and frequency as reasonably specified by DFID; and
 - 8.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 8.2 Each advert referred to at Cause 8.1 above shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 8.3 The obligation at Clause 8.1 shall only apply in respect of Sub-Contract opportunities arising after the Commencement Date.
- 8.4 Notwithstanding Clause 8.1, DFID may by giving its Approval, agree that a Sub-Contract opportunity is not required to be advertised on Contracts Finder.

9. STAFF TRANSFER

- 9.1 The Parties agree that:
 - 9.1.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 2 (Staff Transfer) shall apply as follows:
 - (a) where the Relevant Transfer involves the transfer of Transferring DFID Employees, Part A of Schedule 2 (Staff Transfer) shall apply;

- (b) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Schedule 2 (Staff Transfer) shall apply;
- (c) where the Relevant Transfer involves the transfer of Transferring DFID Employees and Transferring Former Supplier Employees, Parts A and B of Schedule 2 (Staff Transfer) shall apply; and
- (d) Part C of Schedule 2 (Staff Transfer) shall not apply.
- 9.1.2 where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Schedule 2 (Staff Transfer) shall apply and Parts A and B of Schedule 2 (Staff Transfer) shall not apply; and
- 9.1.3 Part D of Schedule 2 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services;
- 9.2 The Supplier shall both during and after the Term indemnify DFID against all Employee Liabilities that may arise as a result of any claims brought against DFID by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

10. DUTY OF CARE

- The Supplier owes a duty of care to the Supplier Personnel and is responsible for the health, safety, security of life and property and general wellbeing of such persons and their property and this includes where the Supplier Personnel carry out the Services.
- 10.2 The Supplier warrants that it has and will throughout the duration of the Contract:
 - 10.2.1 carry out the appropriate risk assessment with regard to its delivery of the Services;
 - 10.2.2 provide the Supplier Personnel with adequate information, instruction, training and supervision;
 - 10.2.3 have appropriate emergency procedures in place to enable their provision of the Services so as to prevent damage to the Supplier Personnel's health, safety, security of life and property and general wellbeing.
- 10.3 The provision of information of any kind whatsoever by DFID to the Supplier shall not in any respect relieve the Supplier from responsibility for its obligations under this Clause 10. The positive evaluation of the Supplier's proposal for the provision of the Services and the award of this Contract is not an endorsement by DFID of any arrangements which the Supplier has made for the health, safety, security of life and property and wellbeing of the Supplier Personnel in relation to the provision of the Services.
- 10.4 The Supplier acknowledges that the DFID accepts no responsibility for the health, safety, security of life and property and general wellbeing of the Supplier Personnel with regard to the Supplier Personnel carrying out the Services under this Contract.
- 10.5 The Supplier will ensure that such insurance arrangements as are made to cover the Supplier Personnel, or any person employed or otherwise engaged by the Supplier, and pursuant to the Suppliers duty of care as referred to in this Clause 10, are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- 10.6 The costs of any insurance specifically taken out by the Supplier to support the performance of this Contract in relation to the Supplier's 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.
- 10.7 Where DFID is providing any specific security arrangements for the Supplier or Supplier Personnel in relation to the Contract, these will be as detailed in the Section 3 (Terms of Reference).
- 10.8 The Supplier shall provide training on a continuing basis for all Supplier Personnel, in compliance with the Security Policy and the security plan.

11. PROCUREMENT OF EQUIPMENT

- 11.1 The Supplier shall ensure that procurement of goods and equipment shall:
 - 11.1.1 be undertaken in accordance with best practice principles of openness fairness and transparency;
 - achieve "Value for Money" defined as the optimum combination of whole-life cost and quality to meet requirements in a fully transparent manner and the procurement may be subject to audit by DFID;
 - 11.1.3 be carried out using strict due diligence processes that ensure the protection of DFID's interests and reputation, with particular emphasis on anti-terrorism, anti-corruption and fraud throughout the delivery chain; and

11.1.4 be on the basis that the ownership of Equipment shall vest in DFID, and shall be so marked.

12. USE OF AND RESPONSIBILITY FOR EQUIPMENT

- 12.1 Equipment may only be used in providing the Services and shall be safely kept and maintained. Personal use of Equipment by the Supplier is not permitted without Approval.
- 12.2 The Supplier shall keep an up to date inventory of the Equipment, its condition and location, and make such inventory available to DFID immediately on request.
- 12.3 Subject to Clause 12.4 the Supplier shall be responsible for all loss or damage to Equipment other than that caused by fair wear and tear. The Supplier shall notify DFID immediately the Supplier becomes aware of any loss of or damage to Equipment
- 12.4 Except as required by law or circumstance, the Supplier shall not insure Equipment. DFID shall bear the risk in respect of loss or damage provided such loss or damage was not due to the Supplier's negligence and provided the Supplier obtains and pays to DFID such proper compensation as may be due from any third party in respect of such loss or damage to the Equipment.
- 12.5 The Supplier shall obtain DFID's instructions on the disposal of Equipment and comply with such instructions.

Contract Governance

13. MONITORING OF CONTRACT PERFORMANCE

- Unless Section 4 (Special Conditions) specifies that obligations relating to the monitoring of Contract performance shall be those set out in Section 3 (Terms of Reference), the remaining provisions of this Clause 13 shall apply.
- 13.2 Within twenty (20) Working Days of the Commencement Date the Supplier shall provide DFID with details of how the process in respect of the monitoring and reporting of the performance of the Supplier's obligations under this Contract will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 13.3 The Supplier shall provide DFID with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to Clause 13.2 above which shall contain, as a minimum, the following information:
 - 13.3.1 details of compliance with its obligations under Clause 7.8.2
 - 13.3.2 details of compliance with any additional obligations set out in Section 3 (Terms of Reference);
 - 13.3.3 details of compliance with its obligations under Annex 1b of Section 2 (Contractual Annual Compliance Declaration); and
 - 13.3.4 such other details as DFID may reasonably require from time to time.
- 13.4 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and DFID of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
 - 13.4.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;
 - 13.4.2 take place at such location and time (within normal business hours) as DFID shall reasonably require unless otherwise agreed in advance;
 - 13.4.3 be attended by the Supplier's Contract Officer and the DFID's Project Officer; and
 - 13.4.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the DFID Project Officer and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Contract Officer and the DFID's Project Officer at each meeting.
- 13.5 In order to assess the level of performance of the Supplier, DFID may undertake satisfaction surveys in respect of the Supplier's provision of the Services and DFID shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Services which the responses to the satisfaction surveys reasonably suggest are not in accordance with this Contract.

14. PROGRESS & FINANCIAL REPORTS

14.1 Where progress and financial reports are to be submitted under the Contract, the Supplier shall render those reports at such time and in such form as may be specified by DFID or where not specified by DFID, as otherwise agreed between the Parties.

15. OPEN BOOK ACCOUNTING AND AUDIT

- 15.1 The Supplier shall keep and maintain for seven (7) years after the expiry of the Term (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Contract including the Services provided under it, any Sub-Contracts and the amounts paid by DFID.
- 15.2 If so stated in Section 3 (Terms of Reference), DFID shall be entitled to apply the principles of open book contract management set out in Procurement Policy Note 05/16 (https://www.gov.uk/government/publications/procurement-policy-note-0516-open-book-contact-management), or any other replacement guidance or policy issued from time to time to this Contract. DFID shall apply the appropriate tier level which, in DFID's reasonable opinion, is commensurate with the delivery model of the Services and the Supplier shall comply with the principles etc. (as more particular described in the OBMC guidance).
- 15.3 The Supplier shall:
 - 15.3.1 keep the records and accounts referred to in Clause 15.1 in accordance with Good Industry Practice and Law; and
 - afford DFID and/or its Auditors access to the records and accounts referred to in Clause 15.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Term and the period specified in Clause 15.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Contract including in order to:
 - (a) verify the accuracy of the Charges and any other amounts payable by DFID under this Contract (and proposed or actual variations to them in accordance with this Contract);
 - (b) verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;
 - (c) verify the Open Book Data;
 - (d) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
 - identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances DFID shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
 - (f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Sub-Contractors or their ability to perform the Services;
 - (g) obtain such information as is necessary to fulfil DFID's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - (h) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
 - carry out DFID's internal and statutory audits and to prepare, examine and/or certify DFID's annual and interim reports and accounts;
 - (j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which DFID has used its resources;
 - (k) review any records relating to the Supplier's performance of the provision of the Services and to verify that these reflect the Supplier's own internal reports and records;
 - (I) verify the accuracy and completeness of any information delivered or required by this Contract;
 - (m) review the Supplier's quality management systems (including any quality manuals and procedures);
 - (n) review the Supplier's compliance with any standards referred to in this Contract or applicable to the provision of the Services;

- (o) inspect any of DFID's assets, including DFID's IPRs, equipment and facilities, for the purposes of ensuring that any of DFID's assets are secure and that any register of assets is up to date; and/or
- (p) review the integrity, confidentiality and security of DFID Data.
- 15.4 DFID shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of DFID.
- Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:
 - 15.5.1 all reasonable information requested by DFID within the scope of the audit;
 - 15.5.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Services; and
 - 15.5.3 access to the Supplier Personnel.
- 15.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 15, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse DFID for the DFID's reasonable costs incurred in relation to the audit.

16. EXIT MANAGEMENT

- On reasonable notice at any point during the Term, the Supplier shall provide to DFID and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by DFID of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:
 - 16.1.1 details of the Service(s);
 - 16.1.2 a copy of the Register, updated by the Supplier up to the date of delivery of such Registers;
 - 16.1.3 an inventory of DFID Data in the Supplier's possession or control;
 - details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
 - 16.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Services;
 - 16.1.6 all information relating to Transferring Supplier Employees or those who may be Transferring Supplier Employees required to be provided by the Supplier under this Contract such information to include the Staffing Information as defined in Schedule 2 (Staff Transfer); and
 - 16.1.7 such other material and information as DFID shall reasonably require,

(together, the "Exit Information").

- The Supplier acknowledges that DFID may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom DFID is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that DFID may not disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).
- 16.3 if the Exit Information materially changes from the Exit Information previously provided and it could reasonably adversely affect:
 - 16.3.1 the provision of the Services; and/or
 - 16.3.2 the delivery of the exit services/exit plan; and/or
 - 16.3.3 any re-tender exercise by DfID,

then the Supplier shall notify DfID within a reasonable period of time and consult and shall consult with DFID regarding such proposed material changes and provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from DFID.

16.4 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

- 16.4.1 prepare an informed offer for those Services; and
- 16.4.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).
- 16.5 The Supplier shall, within three (3) months after the Commencement Date, deliver to DFID an Exit Plan which:
 - 16.5.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Services from the Supplier to DFID and/or its Replacement Supplier on the expiry or termination of this Contract;
 - 16.5.2 complies with the requirements set out in Clause 16.7 below;
 - 16.5.3 is otherwise reasonably satisfactory to DFID.
- 16.6 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 16.7 Unless otherwise specified by DFID, the Exit Plan shall set out, as a minimum:
 - 16.7.1 how the Exit Information is obtained;
 - 16.7.2 the management structure to be employed during both transfer and cessation of the Services;
 - 16.7.3 the management structure to be employed whilst carrying out the activities to be performed by the Supplier as identified in the Exit Plan;
 - 16.7.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 16.7.5 how the Services will transfer to the Replacement Supplier and/or DFID, including details of the processes, documentation, data transfer, systems migration, security and the segregation of DFID's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
 - details of contracts (if any) which will be available for transfer to DFID and/or the Replacement Supplier upon the Expiry

 Date together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and
 contracts used by the Supplier in connection with the provision of the Services will be available for such transfer);
 - 16.7.7 proposals for the training of key personnel of the Replacement Supplier in connection with the continuation of the provision of the Services following the Expiry Date charged at rates agreed between the Parties at that time;
 - 16.7.8 proposals for providing DFID or a Replacement Supplier copies of all documentation:
 - (a) used in the provision of the Services and necessarily required for the continued use of the Replacement Services, in which the Intellectual Property Rights are owned by the Supplier; and
 - (b) relating to the use and operation of the Services;
 - 16.7.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Services;
 - 16.7.10 proposals for the identification and return of all Equipment in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);
 - 16.7.11 proposals for the disposal of any redundant Services and materials;
 - 16.7.12 procedures to:
 - (a) deal with requests made by DFID and/or a Replacement Supplier for Staffing Information pursuant to Schedule 2 (Staff Transfer);
 - (b) determine which Supplier Personnel are or are likely to become Transferring Supplier Employees; and
 - identify or develop any measures for the purpose of the Employment Regulations envisaged in respect of Transferring Supplier Employees;

- 16.7.13 how each of the issues set out in this Clause 16 will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or DFID with the aim of ensuring that there is no disruption to or degradation of the Services;
- 16.7.14 proposals for the supply of any other information or assistance reasonably required by DFID or a Replacement Supplier in order to effect an orderly handover of the provision of the Services.

PAYMENT AND TAXATION

17. Charges

- 17.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services, DFID shall pay the undisputed Charges in accordance with the pricing and payment profile set out in Section 5 (Schedule of Prices) and the invoicing procedure set out in Clause 22.
- 17.2 If DFID fails to pay any undisputed Charges properly invoiced under this Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

18. VAT

- 18.1 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by DFID following delivery of a Valid Invoice.
- The Supplier shall indemnify DFID on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on DFID at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due shall be paid in cleared funds by the Supplier to DFID not less than five (5) Working Days before the date upon which the tax or other liability is payable by DFID.

19. RETENTION AND SET OFF

- 19.1 DFID may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and DFID.
- 19.2 If DFID wishes to exercise its right pursuant to Clause 19.1 it shall give at least 21 days' notice of its intention to do so, setting out the reasons for retaining or setting off the relevant Charges.
- 19.3 The Supplier shall make any payments due to DFID without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by DFID to the Supplier

20. SUPPLIER PROFIT

- On completion of each Contract Year (or on a six-monthly basis if requested by DFID giving reasonable written notice), and for any Variation, the Supplier is required to send a written report (the "Actual Profit Margin Report") in an overall format determined by DFID but to include an updated cost pro-forma template, setting out the Actual Profit Margin including any change to the Projected Profit Margin.
- Where the Actual Profit Margin Report identifies that the Supplier has exceeded the Projected Profit Margin over the period set out in the Actual Profit Margin Report ("the **Exceeded Amount**"), the Parties shall agree within a reasonable period of time following receipt by DFID of the Actual Profit Margin Report how the Exceeded Amount should be apportioned. Where the Parties are unable to agree DFID shall be entitled to require the Supplier to do any of the following:
 - 20.2.1 pay DFID an amount equal to the difference between the Projected Profit Margin and the Exceeded Amounted; or
 - 20.2.2 redirect an amount equal to the difference between the Projected Profit Margin and the Exceeded Amounted back in to the programme being delivered as part of the Services; or
 - 20.2.3 adjust the Charges.

21. SATISFACTORY PERFORMANCE

- 21.1 Payments made pursuant to Clause 17.1 are subject to the satisfactory performance by the Supplier of its obligations under the Contract as determined by the DFID Project Officer in addition to verification by the DFID Project Officer that all prior payments made to the Supplier under this Contract were properly due.
- 21.2 If for any reason the Services are not provided in accordance with this Contract, or DFID is dissatisfied with the performance of this Contract, DFID, without prejudice to any other rights or remedies howsoever arising, shall be entitled to withhold payment of the applicable Charges for the Services that were not so provided until such time as the applicable Services are provided in accordance with this Contract.
- 21.3 Should DFID determine after paying for a particular part of the Services that this has not been provided in accordance with this Contract, DFID may recover, or withhold from further payments, an amount not exceeding the applicable Charges paid for that part of the Service until the unsatisfactory part of the Services is remedied to DFID' satisfaction.

22. PAYMENTS & INVOICING INSTRUCTIONS

- 22.1 Subject to DFID being satisfied that the Supplier is or has been carrying out their duties, obligations and responsibilities under this Contract, the applicable Charges shall be paid within 30 days of receipt of an undisputed Valid Invoice and payment shall be made in sterling in the UK or any other currency in any other country as determined from DFID from time to time.
- 22.2 Expenses (if any) arising in foreign currency shall be reimbursed at the exchange rate stated in OANDA (www.oanda.com) on the Friday immediately preceding the date on which the purchase was made or services acquired by the Supplier or, if this took place on a Friday, at the rate so stated on that day.
- 22.3 Unless otherwise expressly provided in Section 4 (Special Conditions) or Section 5 (Schedule of Prices), invoices should be submitted electronically monthly in arrears to the Accounts Payable Section, DFID Financial Management Group e-invoicing@dfid.gov.uk, and in accordance with this Clause 22.
- 22.4 DFID shall unless otherwise expressly provided in Section 4 (Special Conditions) make payments due by direct credit through the UK Bank Clearing Systems (BACS). For an invoice to be valid, it must contain:
 - 22.4.1 details of the bank account to which payments are to be made (i.e. name and address of bank, sort code, account name and number).
 - 22.4.2 the date of the invoice;
 - 22.4.3 a unique invoice number;
 - 22.4.4 the period(s) to which the relevant charge(s) relate;
 - 22.4.5 the correct reference for this Agreement and the purchase order to which it relates;
 - 22.4.6 a contact name and telephone number of a responsible person in the supplier's finance department;
 - 22.4.7 a detailed breakdown of the Services and the appropriate Charges and supported by any other documentation required by DFID to substantiate the invoice.
- 22.5 All Valid Invoices should correspond with the budget lines identified in Section 5 (Schedule of Prices) of this Contract.
- 22.6 DFID may request proof of purchase in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.
- Where an invoice is not a Valid Invoice it may be rejected by DFID and in any event shall be liable to query and delay in payment.

 DFID reserves the right to not pay any amount due in respect of any invoice received by DFID more than 90 days after the day of the Supplier becoming entitled to invoice for the payment to which it relates.

23. UNITED KINGDOM INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS

- Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall:
 - 23.1.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration;

23.1.2 indemnify DFID against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

24. TAX COMPLIANCE

- 24.1 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
 - 24.1.1 notify DFID in writing of such fact within 5 Working Days of its occurrence;
 - 24.1.2 promptly provide to DFID:
 - (a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (b) such other information in relation to the Occasion of Tax Non-Compliance as DFID may reasonably require.

Intellectual Property, Security and Information

25. INTELLECTUAL PROPERTY RIGHTS

- 25.1 Save as expressly granted elsewhere under this Contract:
 - 25.1.1 DFID shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:
 - (a) the Supplier Background IPR; and
 - (b) the Third Party IPR.
 - 25.1.2 the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of DFID or its licensors, including the:
 - (a) DFID Background IPR;
 - (b) DFID Data;
 - (c) Project Specific IPRs; and
 - (d) Programme Name and any rights and interests in it at all times.
- Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 25.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).
- 25.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- Any Project Specific IPRs created under this Contract shall be owned by DFID. DFID grants the Supplier a licence to use any DFID Background IPR and Project Specific IPRs for the purpose of fulfilling its obligations under this Contract during its Term.
- Subject to Clause 25.7, to the extent that it is necessary to enable DFID to obtain the full benefits of ownership of the Project Specific IPRs, the Supplier hereby grants to DFID and shall procure that any relevant third party licensor shall grant to DFID a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit any Supplier Background IPRs or Third Party IPRs that are embedded in or which are an integral part of the Project Specific IPR Items.
- 25.6 The Supplier shall promptly notify DFID if it is reasonably believes that it will be unable to grant or procure the grant of the licences set out in Clause 25.5 above and the Supplier shall provide full details of the adverse effect this may have on DFID's use of the Project Specific IPRs.
- 25.7 Where the Supplier is unable to comply with Clause 25.5, the Supplier shall refrain from embedding or integrating any Supplier Background IPRs and/or Third Party IPRs with the Project Specific IPRs in such a way that could affect DFID obtaining full benefit of the ownership of those Project Specific IPRs, except where DFID has provided express written Approval to do so.

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- 25.8 The Supplier shall, during and after the Term, on written demand, indemnify DFID against all Losses incurred by, awarded against, or agreed to be paid by DFID (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.
- 25.9 If an IPR Claim is made or anticipated, the Supplier must at its own expense and DFID's sole option, either:
 - procure for DFID the rights in Clause 25.5 without infringing the IPR of any third party; or
 - 25.9.2 replace or modify the relevant item with non-infringing substitutes with no detriment to functionality of performance of the Services.

SECURITY REQUIREMENTS 26.

- 26.1 The Supplier shall comply, and shall procure that the Supplier Personnel comply, with the Security Policy and any security plan requested by DFID, and the Supplier shall ensure that the security plan produced by the Supplier fully complies with the Security Policy.
- 26.2 The Supplier shall ensure that it keeps up to date with the latest version of the Security Policy.
- 26.3 If the Supplier believes that a change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a variation in accordance with Clause 38. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in discussion with the DFID Contract Officer.
- 26.4 Until and/or unless a change to the Charges is agreed by DFID pursuant to Clause 26.3 the Supplier shall continue to perform the Services in accordance with its obligations and for the Charges applicable prior to any change request.

27. **MALICIOUS SOFTWARE**

- 27.1 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.
- 27.2 Notwithstanding Clause 27.1 if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of DFID Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 27.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 27.2 shall be borne by the Parties as follows:
 - 27.3.1 by the Supplier where the Malicious Software originates from the Supplier Software, the Third Party Software or the DFID Data (whilst the DFID Data was under the control of the Supplier); and
 - 27.3.2 by DFID if the Malicious Software originates from the DFID Software or the DFID Data (whilst DFID Data was under the control of DFID).

28. **TRANSPARENCY**

- 28.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of Clause 30 (Freedom of Information), the content of this Contract is not confidential information. DFID shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- Notwithstanding any other term of this Contract, the Supplier hereby gives their consent for DFID to publish the Contract in its 28.2 entirety, including from time to time agreed changes to the Contract, to the general public.
- 28.3 DFID may consult with the supplier to inform its decision regarding any exemptions with regard to FOIA but DFID shall have the final decision in its absolute discretion.
- The Supplier shall assist and cooperate with DFID to enable DFID to publish this Contract. 28.4
- The Supplier acknowledges that DFID endorses/supports the requirements of the IATI standard and shall assist and cooperate with 28.5 DFID, to enable the Supplier to understand the different elements of IATI implementation and to comply with the different data, policy and technical considerations that need to be taken into account.
- 28.6 The Supplier shall:

- 28.6.1 publish information data to the IATI standard, that relates to a specific activity in a single, common, electronic format for the transparent, accurate, timely and comprehensive publishing of data, on all activities in the delivery chain, in the delivery of development cooperation and humanitarian aid; and
- 28.6.2 provide all necessary assistance as reasonably requested by DFID to enable DFID to respond to the IATI requirements.
- 28.7 The Supplier shall maintain an up-to-date and accurate record of named downstream delivery partners in receipt of DFID funds and/or DFID funded inventory or assets. This record should demonstrate how funds flow from initial source to end beneficiaries. This record should be made available to DFID upon written request and within the time set out in the request. This record should be updated by the Supplier;
 - 28.7.1 as required in the terms of reference;
 - 28.7.2 annually;
 - 28.7.3 when there are material changes in the delivery chain; and
 - 28.7.4 as part of the project completion process.

29. CONFIDENTIALITY

- 29.1 Except to the extent set out in this Clause 29 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
 - 29.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly;
 - 29.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 29.2 Clause 29.1 shall not apply to the extent that:
 - 29.2.1 such disclosure is a requirement of Law applicable to the Party making the disclosure, including any requirements for disclosure under the FOIA, the Environmental Information Regulations and associated codes of practice pursuant to Clause 30 (Freedom of Information);
 - 29.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 29.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 29.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 29.2.5 it is independently developed without access to the other Party's Confidential Information.
- 29.3 The Supplier may only disclose DFID's Confidential Information to the Supplier Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Supplier Personnel are aware of and shall comply with these obligations as to confidentiality.
- 29.4 The Supplier shall not, and shall procure that the Supplier Personnel do not, use any of DFID's Confidential Information received otherwise than for the purposes of this Contract.
- 29.5 At the written request of DFID, the Supplier shall procure that those members of the Supplier Personnel referred to in Clause 29.3, respectively sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 29.6 Nothing in this Contract shall prevent DFID from disclosing the Supplier's Confidential Information:
 - 29.6.1 on a confidential basis to any Central Government Body for any proper purpose of DFID or of the relevant Central Government Body;
 - 29.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 29.6.3 to the extent that DFID (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

- 29.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 29.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract:
- 29.6.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including the Audit Rights, its step-in rights pursuant to Clause 15 (Open Book Accounting and Audit), its rights to appoint an advisor pursuant to Clause 47 (Dispute Resolution) and any rights set out in Clause 16 (Exit Management);
- 29.6.6 on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract; or
- 29.6.7 for the purpose of the examination and certification of DFID's accounts,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on DFID under this Clause 29.

29.7 Nothing in this Clause 29 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

30. FREEDOM OF INFORMATION

- 30.1 The Supplier acknowledges that DFID is subject to the requirements of the FOIA, the Environmental Information Regulations and associated codes of practice and shall assist and cooperate with DFID to enable DFID to comply with its Information disclosure obligations.
- 30.2 The Supplier shall and shall ensure that its Sub-Contractors shall:
 - 30.2.1 transfer to DFID all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - 30.2.2 provide DFID with a copy of all Information in its possession, or power in the form that DFID requires within five (5) Working Days (or such other period as DFID may specify) of DFID's request; and
 - 30.2.3 provide all necessary assistance as reasonably requested by DFID to enable DFID to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 30.3 DFID shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA, the Environmental Information Regulations and associated codes of practice.
- 30.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by DFID.
- 30.5 The Supplier acknowledges that DFID may, acting in accordance with any code of practice issued pursuant to Section 45 of FOIA ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:
 - 30.5.1 in certain circumstances without consulting the Supplier;
 - 30.5.2 following consultation with the Supplier and having taken their views into account;
 - 30.5.3 provided always that where Clause 30.5.1 applies DFID shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 30.6 The Supplier shall ensure that all Information is retained for disclosure in accordance with Clauses 30.7 and 30.8 and shall permit DFID to inspect such records as requested by DFID from time to time.
- 30.7 The Supplier shall, during this Contract and for a period of at least seven years following the expiry or termination of this Contract, retain and maintain all Information:
 - 30.7.1 in accordance with Good Industry Practice and Law;

- 30.7.2 in chronological order;
- 30.7.3 in a form that is capable of audit;
- 30.7.4 at its own expense.
- 30.8 Wherever practical, original Information shall be retained and maintained in hard copy form.

31. OFFICIAL SECRETS ACT

The Supplier shall, and shall ensure that the Supplier Personnel shall, comply with any relevant obligations arising under the Official Secrets Acts 1911 to 1989.

32. DFID DATA

- 32.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to DFID Data.
- 32.2 The Supplier shall not store, copy, disclose, or use DFID Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by DFID.
- To the extent that DFID Data is held and/or processed by the Supplier, the Supplier shall supply that DFID Data to DFID as requested by DFID in the format(s) specified by DFID.
- 32.4 Upon receipt or creation by the Supplier of any DFID Data and during any collection, processing, storage and transmission by the Supplier of any DFID Data, the Supplier shall take responsibility for preserving the integrity of DFID Data and preventing the corruption or loss of DFID Data.
- 32.5 The Supplier shall perform secure back-ups of all DFID Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Security Policy. The Supplier shall ensure that such back-ups are available to DFID at all times upon request, with delivery times as specified by DFID.
- 32.6 The Supplier shall ensure that the system on which the Supplier holds any DFID Data, including back-up data, is a secure system that complies with the Security Policy.
- 32.7 If DFID Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, DFID may:
 - 32.7.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of DFID Data to the extent and in accordance with the Business Continuity and Disaster Recovery Provisions specified in the Security Policy and the Supplier shall do so as soon as practicable but not later than three days following a written request from DFID; and/or
 - 32.7.2 itself restore or procure the restoration of DFID Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in the Business Continuity and Disaster Recovery provisions specified in the Security Policy.
- 32.8 If at any time the Supplier suspects or has reason to believe that DFID Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify DFID immediately and inform DFID of the remedial action the Supplier proposes to take.
- 32.9 The Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme.

33. PROTECTION OF PERSONAL DATA

The Parties acknowledge that the factual activity carried out by each of them in relation to their obligations under this Contract will determine the status of each Party under the Data Protection Legislation. A Party may act as "Joint Controller" or a "Processor" of certain Personal Data under this Contract. The Parties shall detail the envisaged status in Appendix A of the Terms of Reference (at Section 3 of the Contract) and update it where appropriate.

33.2 Where a Party is Processing on behalf of the other Party who is the Controller

- 33.2.1 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 Appendix A of the Terms of Reference (at Section 3 of the contract). The only processing that the Processor is authorised to do is listed in Appendix A of the Terms of Reference by the Controller and may not be determined by the Processor.
- 33.2.2 The Processor shall notify the Controller immediately if it considers that any of Controller's instructions infringe the Data Protection Legislation.

- 33.2.3 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.
- 33.2.4 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 Appendix A referred to in Clause 33.2.1, 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:
 - a. nature of the data to be protected;
 - b. harm that might result from a Data Loss Event;
 - c. state of technological development; and
 - d. 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 Appendix A referred to in Clause 33.2.1);
 - 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;
 - 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:
 - a. 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;
 - b. the Data Subject has enforceable rights and effective legal remedies;
 - 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
 - d. 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.
- 33.2.5 Subject to clause 33.2.6, the Processor shall notify the Controller without due delay and in any event within 48 hours 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;
 - 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.
- 33.2.6 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 33.2.5 (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.
- 33.2.7 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;
 - 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
 - the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 33.2.8 Where the Supplier is the Processor it shall allow for audits of its Data Processing activity by the DFID or its DFID's designated auditor.
- 33.2.9 Each party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 33.2.10 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 33.2 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.
- 33.2.11 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
- 33.2.12 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.
- 33.2.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. DFID 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.

33.3 Where the Parties both Control Personal Data Independently

- 33.3.1 With respect to Personal Data which a Party acts as Controller but which is not under the Joint Control (because the Parties determine the means and purposes of processing Personal Data independently of each other) each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller and with this Clause 33.3.
- 33.3.2 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 33(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
- 33.3.3 Each Party shall promptly (and without undue delay) notify the other Party if in relation to any Personal Data processed by it as independent Controller in the performance of its obligations or the exercise of its rights under this Contract if:
 - (a) it receives a complaint, notice or communication which relates to either Party's actual or alleged non-compliance with the Data Protection Legislation; or
 - (b) it becomes aware of a Personal Data Breach;

and shall provide the other Party with such assistance and cooperation as is reasonably requested by the other Party in order to address and resolve the complaint, notice, communication or Personal Data Breach.

- 33.3.4 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"): the Party responsible for the relevant breach shall be responsible for the Claim Losses.
- 33.3.5 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be appropriate for them to retain such Personal Data under applicable Data Protection Law Legislation and their privacy policy (save to the extent and for the limited period) that such information needs to be retained by the a Party for statutory compliance the purposes of complying with Law or as otherwise required by this Contract), and taking all further actions as may be necessary or desirable to ensure its compliance with Data Protection Law Legislation and its privacy policy

33.4 Where the Parties are both Controllers of Personal Data Jointly

33.4.1 Where the Parties jointly determine the purposes of means of processing Personal Data in accordance with GDPR Article 26, the Parties shall identify the applicable Personal Data under Joint Control in Appendix A and the Parties shall enter into a Joint Controller Agreement based on the terms outlined in Appendix B in replacement of Clause 33.2-33.3 which shall not apply for any such the Personal Data under Joint Control.

34. PUBLICITY AND BRANDING

- 34.1 The Supplier shall not:
 - 34.1.1 make any press announcements or publicise this Contract or its contents in any way; or

- 34.1.2 use DFID's name or brand (including the 'UK aid logo') in any promotion, marketing, communications or announcement of orders;
 - without the prior written consent of the DFID.
- 34.2 Where and to the extent that DFID has provided consent pursuant to Clause 34.1, then the Supplier:
 - 34.2.1 shall collaborate with DFID and proactively look for ways to build support for development and raise awareness of DFID's funding.
 - 34.2.2 shall explicitly acknowledge DFID's funding, in written and verbal communications about activities related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of DFID's "UK aid from the British people" logo ('UK aid logo') in accordance with DFID standards for use of the UK aid logo, unless otherwise agreed in advance by DFID and in all cases subject to security and safety considerations of the Supplier.
 - 34.2.3 shall provide a visibility statement of how and when they or Sub-Contractors will acknowledge funding from DFID and where they will use the UK aid logo. The Supplier shall include reference to this in its progress reports and annual reviews.
 - 34.2.4 may use the UK aid logo in conjunction with other donor logos, and where the number of donors to a programme or project is such as to make co-branding impractical, acknowledgement of funding from DFID shall be equal to that of other co-donors making contributions of equivalent amounts to the programme or project.

Liabilities

35. LIMIT OF LIABILITY

- 35.1 Neither Party limits its liability for:
 - 35.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
 - 35.1.2 fraud or fraudulent misrepresentation by it or its employees;
 - 35.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 35.1.4 any liability to the extent it cannot be limited or excluded by Law.
- 35.2 Subject to Clause 35.1, the Supplier's total aggregate liability in respect of all Losses (whether in tort, contract or otherwise) incurred by DFID under or in connection with the Contract as a result of Defaults by the Supplier shall not exceed the Financial Limit unless a different amount has been stated in Section 4 (Special Conditions) in which case that amount shall apply.
- 35.3 Subject to Clause 35.1, DFID's total aggregate liability in respect of all Losses (whether in tort, contract or otherwise) shall not exceed one hundred thousand pounds (£100,000).
- 35.4 Subject to Clause 35.1 neither Party be liable to the other for any:
 - 35.4.1 loss of profits, turnover, savings business opportunities, revenue or damage to goodwill (in each case whether direct or indirect); and/or
 - 35.4.2 indirect, special or consequential loss or damage of any nature and howsoever caused, even if the losses were reasonably foreseeable or the Party has been advised of the possibility of such losses occurring.
- Subject to Clause 35.2, and notwithstanding Clause 35.4, the Supplier acknowledges that DFID may, amongst other things, recover from the Supplier the following losses incurred by DFID to the extent that they arise as a result of a Default by the Supplier:
 - any additional operational and/or administrative costs and expenses incurred by DFID, including costs relating to time spent by or on behalf of DFID in dealing with the consequences of the Default;
 - 35.5.2 any wasted expenditure or charges;
 - 35.5.3 the additional cost of procuring Replacement Services for the remainder of the Term, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under this Contract;
 - 35.5.4 any compensation or interest paid to a third party by DFID; and

36. INDEMNITY

- 36.1 Subject to Clauses 35.1 to 35.5 (inclusive), the Supplier shall indemnify DFID in respect of any Losses howsoever arising out of or in consequence of negligent acts or omissions by the Supplier or the Supplier Personnel or any claims made against DFID by third parties in respect thereof and in relation to this Contract.
- The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of DFID or DFID's employees, or by breach by DFID of its obligations under the Contract.

37. INSURANCE

- 37.1 The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Contract in accordance with Schedule 3 (Insurance Requirements).
- 37.2 The Supplier shall ensure that its Sub-Contractors shall effect and maintain insurances (where appropriate) in relation to the performance of their obligations under any Sub-Contracts appropriate to Services being provided.
- 37.3 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Contract.

Control of Contract

38. VARIATIONS

- Either Party may request a variation to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "Variation".
- A Party may request a Variation at any time by sending the request in writing to the relevant Contract Officer. The request shall contain sufficient information setting out:
 - 38.2.1 the extent of the proposed Variation and any additional cost that may be incurred; and
 - 38.2.2 a formal, technical and commercial justification.
- 38.3 In the event that the Parties are unable to agree a change to the Contract that may be included in a request of a Variation or response to as a consequence thereof DFID may:
 - 38.3.1 agree to continue to perform its obligations under this Contract without the Variation; or
 - 38.3.2 terminate this Contract with immediate effect, except where the Supplier has already fulfilled part or all of the provision of the Services in accordance with this Contract or where the Supplier can show evidence of substantial work being carried out to provide the Services under this Contract, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.
- If the Parties agree the Variation, the Variation shall be effected upon both Parties signing the Contract Amendment Letter (Appendix A) and the Supplier shall implement such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in this Contract. DFID shall not be liable for any costs for any additional activity or otherwise undertaken by the Supplier where the Parties have not agreed in writing in an executed Contract Amendment Letter in accordance with this Clause 38 for such costs to be incurred or for the additional activity to be undertaken. The Supplier shall promptly return on request by DFID, any monies which DFID may have paid the Supplier in respect of activities or payments which have not been authorised by DFID in accordance with this Clause 38.

39. ASSIGNMENT AND NOVATION

- 39.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without Approval.
- 39.2 Subject to Clause 39.1, the Supplier may assign to a third party ("the Assignee") the right to receive payment of the Charges or any part thereof due to the Supplier under this Contract (including any interest to which DFID is liable under the Late Payments of Commercial Debts (Interest) Act 1998). Any assignment under this Clause 39.2 shall be subject to:

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- 39.2.1 deduction of any sums in respect of which DFID exercises its right of recovery under Clause 19 (Retention and Set Off);
- 39.2.2 all related rights of DFID under the Contract in relation to the recovery of sums due but unpaid; and
- 39.2.3 DFID receiving notification under both Clauses 39.3 and 39.4.
- 39.3 In the event that the Supplier assigns the right to receive the Charges under Clause 39.2, the Supplier shall notify DFID in writing of the assignment and the date upon which the assignment becomes effective.
- 39 4 The Supplier shall notify DFID of the assignee's contact information and bank account details to which DFID shall make payment.

Default and Termination

40. **DFID REMEDIES FOR DEFAULT**

40 1 Remedies

- 40.1.1 Without prejudice to any other right or remedy of DFID howsoever arising if the Supplier commits any Default of this Contract then DFID may (whether or not any part of the Services have been provided) do any of the following:
 - at DFID's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with (a) any damage resulting from such Default (where such Default is capable of remedy) or to supply Replacement Services and carry out any other necessary work to ensure that the terms of this Contract are fulfilled, in accordance with the DFID 's instructions;
 - (b) carry out, at the Supplier's expense, any work necessary to make the provision of the Services comply with this Contract:
 - if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a (c) single material Default or a number of Defaults or repeated Defaults - whether of the same or different obligations and regardless of whether such Defaults are remedied - which taken together constitute a material Default):
 - (i) instruct the Supplier to comply with the Rectification Plan Process;
 - (ii) suspend this Contract (whereupon the relevant provisions of Clause 45 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) the Services;
 - (iii) without terminating or suspending the whole of this Contract, terminate or suspend this Contract in respect of part of the provision of the Services only (whereupon the relevant provisions of Clause 45 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Services.
- Where DFID exercises any of its step-in rights under Clauses 40.1.1 (c) (ii) or 40.1.1 (c) (iii), DFID shall have the right to charge 40.1.2 the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by DFID (including any reasonable administration costs) in respect of the supply of any part of the Services by DFID or a third party and provided that DFID uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.

40.2 **Rectification Plan Process**

- 40.2.1 Where DFID has instructed the Supplier to comply with the Rectification Plan Process pursuant to 40.1.1 (c) (i):
 - the Supplier shall submit a draft Rectification Plan to DFID for it to review as soon as possible and in any event within (a) 10 (ten) Working Days (or such other period as may be agreed between the Parties) from the date of DFID's instructions. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the DFID's request for a draft Rectification Plan.
 - (b) the draft Rectification Plan shall set out:
 - (i) full details of the Default that has occurred, including a root cause analysis;
 - the actual or anticipated effect of the Default; and (ii)

- (iii) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable).
- 40.2.2 The Supplier shall promptly provide to the DFID any further documentation that the DFID requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with Dispute Resolution Procedure.
- 40.2.3 DFID may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:
 - (a) is insufficiently detailed to be capable of proper evaluation;
 - (b) will take too long to complete;
 - (c) will not prevent reoccurrence of the Default; and/or
 - (d) will rectify the Default but in a manner which is unacceptable to DFID.
- 40.2.4 DFID shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If DFID rejects the draft Rectification Plan, DFID shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to DFID for review within five (5) Working Days (or such other period as agreed between the Parties) of the DFID's notice rejecting the first draft.
- 40.2.5 If DFID consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

41. FINANCIAL DISTRESS

- 41.1 The Supplier acknowledges and agrees that the financial stability and solvency of the Supplier and its key Sub-Contractors is critical to the successful delivery of the Services and that any deterioration or potential deterioration of their financial position may have an adverse effect on the performance of the Contract The Supplier shall monitor its own financial standing and that of its key Sub-Contractors on a regular basis throughout the term using a Financial Monitoring Plan and shall report on this to DFID.
- The Financial Monitoring Plan shall be designed by the Supplier to ensure that DFID has an early and clear warning indicator of any financial distress of the Supplier and key Sub-Contractors which may affect the Services; such design to be proportionate for the circumstances; taking into account the nature of the Services and the identity of the suppliers.
- 41.3 Except where DFID has agreed otherwise, the Supplier shall within four (4) weeks of the Commencement Date, prepare and submit via the Project Officer for Approval by DFID, a Financial Monitoring Plan which shall set out the Supplier's proposals for the monitoring and reporting of its financial stability, and the financial stability of its key Sub-Contractors to DFID on a regular basis throughout the Term.
- 41.4 The Financial Monitoring Plan may include (but shall not be limited to):
 - 41.4.1 A summary of the Supplier's and key Sub-Contractors' financial positions at the date of submission of the Financial Distress Plan and on a regular basis thereafter to DFID (including credit ratings, financial ratios, details of current liabilities, value of marketable securities, cash in hand and bank, account receivables etc.);
 - 41.4.2 An objective means of measuring the Supplier and key Sub-Contractor's financial standing on a regular basis throughout the Term against historical financial standing to show trend (including use of credit ratings, financial ratios and/or other financial indicators);
 - 41.4.3 The Supplier's proposals for reporting financial standing to DFID (including the template reporting forms which the Supplier intends to use);
 - 41.4.4 The frequency of monitoring and reporting activity;
 - 41.4.5 Provision of reporting lines for the supply chain to notify DFID of incidents of non-payment of valid and undisputed invoices;
 - 41.4.6 Any other provisions which in the reasonable opinion of the Supplier may be required by DFID to assess current financial standing of the Supplier and key Sub-Contractors and which enable quick and easy assessment of any movement in financial standing.

- The Supplier shall make any reasonable amendments to the Financial Monitoring Plan as may be requested by DFID and shall resubmit it for Approval. If Approved by DFID, the Supplier shall promptly implement the Financial Monitoring Plan throughout the Term.
- 41.6 In addition to its obligations under the Financial Monitoring Plan, the Supplier shall promptly notify DFID in writing if any of the following "Financial Distress Events" occurs in respect of the Supplier or a key Sub-Contractor:
 - 41.6.1 there is a material deterioration of its financial standing;
 - 41.6.2 the appointment of an administrator or receiver;
 - 41.6.3 late filing of statutory accounts with Companies House;
 - 41.6.4 it issues a profits warning or other similar public announcement about a deterioration in its finances or prospects;
 - 41.6.5 it is being publicly investigated for improper financial accounting and reporting, fraud or any other financial impropriety;
 - 41.6.6 it commits a material breach of covenant to its lenders;
 - 41.6.7 a key Sub-Contractor not being paid any sums properly due under a specified invoice that is not subject to a genuine dispute;
 - 41.6.8 it is subject to any claims, litigation, investigations, actions or decisions in respect of financial indebtedness.
- In the event of a Financial Distress Event occurring, then the Supplier shall and shall procure that any affected key Sub-Contractor shall, as soon as reasonably practicable review the effect of the Financial Distress Event on the continued performance of the Services under this Contract and provide a report to DFID. Where DFID reasonably believes that the Financial Distress Event is likely to adversely impact on the performance of the Services, the Supplier shall submit to DFID for Approval a Financial Distress Service Continuity Plan as soon as is reasonably practicable and shall provide any further financial information as DFID may reasonably require to assess financial standing and risks.
- 41.8 If DFID acting reasonably considers that the Financial Distress Service Continuity Plan is insufficient to remedy the effects of the Financial Distress Event on the Service, then it may require the Supplier (and/or key Sub-Contractor) to redraft and resubmit an improved and updated plan or may require the issue to be escalated via the Dispute Resolution Procedure.
- 41.9 If DFID Approves the Financial Distress Service Continuity Plan, then the Supplier shall execute and continue to review the plan (with submissions to DFID for Approval where it is updated).
- 41.10 Where the Parties agree that the Financial Distress Event no longer adversely affects the delivery of the Services, the Supplier shall be relieved of its obligations in respect of the current Financial Distress Service Continuity Plan.
- 41.11 DFID shall be entitled to terminate this Contract for material Default if:
 - 41.11.1 The Supplier fails to notify DFID of a Financial Distress Event in accordance with Clause 41.6;
 - 41.11.2 DFID and the Supplier fail to agree a Financial Distress Service Continuity Plan or any updates to a plan within a reasonable timescale (taking into account the effects of the Financial Distress Event on the Services);
 - 41.11.3 The Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan or any updates to the plan.

42. FORCE MAJEURE

- Subject to the remainder of this Clause 42, a Party may claim relief under this Clause 42 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- 42.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- 42.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 42 to the extent that consequences of the relevant Force Majeure Event:

- 42.3.1 are capable of being mitigated by any of the provision of any Services but the Supplier has failed to do so; and/or
- 42.3.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.
- 42.4 Subject to DFID's right to terminate set out in Clause 42.5, the Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- Where DFID receives a Force Majeure Notice, from the date of receipt of the Force Majeure Notice, DFID may, at its sole discretion, either suspend this Contract for a period of up to six (6) months ("the Suspension Period") or terminate this Contract forthwith.
- 42.6 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract.
- 42.7 Relief from liability for the Affected Party under this Clause 42 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under Clause 42.6.
- 42.8 If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

43. TERMINATION WITHOUT DEFAULT OF THE SUPPLIER

43.1 DFID may, at its sole discretion, terminate this Contract, at any time by issuing a Termination Notice to the Supplier giving at least thirty (30) Working Days written notice (unless stated differently in Section 4 (Special Conditions)).

44. TERMINATION WITH DEFAULT OF THE SUPPLIER

- 44.1 DFID may terminate this Contract for material Default by issuing a Termination Notice to the Supplier where:
 - 44.1.1 any representation or warranty given by the Supplier pursuant to Clause 2 (Representations and Warranties) is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of DFID are acceptable;
 - 44.1.2 DFID expressly reserves the right to terminate this Contract for material Default;
 - 44.1.3 the Supplier commits any material Default of the Contract which is not, in the reasonable opinion of DFID, capable of remedy; and/or
 - 44.1.4 the Supplier commits a Default, including a material Default, which in the opinion of DFID is remediable but has not remedied such Default to the satisfaction of DFID in accordance with the Rectification Plan Process.
- For the purpose of Clause 44.1, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.
- 44.3 DFID may, without prejudice to its other rights, including but not limited to the right to claim for Losses incurred, issue a Termination Notice where:
 - 44.3.1 the Supplier or any Supplier Personnel, either directly or through their servants or agents or Sub-Contractors breaches any of their obligations under this Contract; or
 - 44.3.2 the Supplier, Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf has committed an offence under the Bribery Act 2010 or the Terrorism Act 2000 in breach of Clauses 48 or 49 of this Contract; or
 - 44.3.3 DFID has the right to terminate under Clause 38.3.2; or
 - 44.3.4 the Supplier is an individual or a partnership and at any time:
 - (a) becomes bankrupt; or

- (b) is the subject of a receiving order or administration order; or
- (c) makes any composition or arrangement with or for the benefit of the Supplier's creditors; or
- (d) makes any conveyance or assignment for the benefit of the Supplier's creditors; or
- (e) the warranty given by the supplier pursuant to Clause 24 (Tax Compliance) is materially untrue; or
- (f) the Supplier commits a material breach of its obligation to notify DFID of any Occasion of Tax Non-Compliance as required by Clause 24 (Tax Compliance); or
- (g) the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of DFID, are acceptable; or
- 44.3.5 the Supplier is a company and:
 - (a) an order is made or a resolution is passed for the winding up of the Supplier; or
 - (b) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Supplier; or
- 44.3.6 the Supplier is a partnership or a company and there is a Change of Control.
- 44.3.7 there is an occurrence of any of the statutory provisos contained in Regulation 73(1)(a)-(c) of the Regulations.
- Where this Contract is terminated in accordance with this Clause 44, the Supplier shall without prejudice to DFID's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner and in compliance with Clause 16 (Exit Management) but shall not be entitled to any further payment in relation to this Contract.

45. PARTIAL TERMINATION, SUSPENSION AND PARTIAL SUSPENSION

- Where DFID has the right to terminate this Contract, DFID shall be entitled to terminate or suspend all or part of this Contract provided always that, if DFID elects to terminate or suspend this Contract in part, the parts of this Contract not terminated or suspended can, in DFID's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Contract.
- 45.2 Any suspension of this Contract under Clause 45.1 shall be for such period as DFID may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to DFID.
- 45.3 The Parties shall seek to agree the effect of any Variation necessitated by a partial termination, suspension or partial suspension in accordance with the procedure set out in Clause 38 (Variation), including the effect that the partial termination, suspension or partial suspension may have on the provision of any other Services and the Charges, provided that the Supplier shall not be entitled to:
 - 45.3.1 an increase in the Charges in respect of the provision of the Services that have not been terminated if the partial termination arises due to the exercise of any of DFID's termination rights under Clause 44 (Termination With Default of the Supplier) except Clause 43 (Termination Without Default of the Supplier); and
 - 45.3.2 reject the Variation.

46. CONSEQUENCES OF EXPIRY OR TERMINATION

- 46.1 Where this Contract has been terminated pursuant to Clause 43 (Termination Without Default of the Supplier), the Supplier shall:
 - 46.1.1 take such steps as are necessary to terminate the provision of the Services or any part of the Services (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner;
 - 46.1.2 act in accordance with Clause 16 (Exit Management]; and
 - 46.1.3 provide to DFID, not more than 60 days after DFID notifies the Supplier of the termination of this Contract an account in writing with detailed supporting evidence, stating:
 - (a) any costs, if any, due before the date of termination, which cannot be avoided by the Supplier using reasonable endeavours; and

(b) costs to be expended after the date of termination which the Supplier necessarily incurred in the proper performance of this Contract and which the Supplier cannot reasonably avoid or recover using reasonable endeavours:

and, subject to Approval, DFID shall pay such amount stated pursuant to Clause 46.1.3 to the Supplier within 30 days of receipt from the Supplier of a Valid Invoice in respect of the amount due.

- Where this Contract is terminated under Clause 44 (Termination with Default of the Supplier) and DFID makes other arrangements for the provision of Services DFID may recover from the Supplier pursuant to Clause 19 (Retention and Set Off) or otherwise, the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by DFID throughout the remainder of the Term provided that DFID shall take all reasonable steps to mitigate such additional expenditure.
- 46.3 Where this Contract is terminated for any reason, save as expressly provided in this Contract:
 - 46.3.1 termination or expiry of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and
 - 46.3.2 termination of this Contract shall not affect the continuing rights, remedies or obligations of DFID or the Supplier under Clauses 15, 16, 17, 18, 19, 21, 22, 25, 28, 29, 30, 31, 32, 33, 35, 36, 46, 47, 52 and 57, and the provisions of Schedule 2 (Staff Transfer) of this Section 2 and any relevant clauses listed under Section 4 (Special Conditions), and, without limitation to the foregoing, any other provision of this Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the Expiry Date.

MISCELLANEOUS AND GOVERNING LAW

47. DISPUTE RESOLUTION PROCEDURE

- The Parties will attempt in good faith to negotiate a settlement to any Dispute between them arising out of or in connection with this Contract. If the matter is not resolved by negotiation within 45 days of when either Party first made contact in respect of the same, the Parties will refer the Dispute to mediation in accordance with CEDR (Centre for Effective Dispute Resolution in London, UK) procedures. If the parties fail to agree terms of settlement within 90 days of the initiation of the procedure the Dispute may be referred to an arbitrator as agreed between the parties or failing such agreement as may be nominated by the President of the Law Society of England and Wales upon application of any Party. The initiation of the procedure is defined as the written request to CEDR by any Party for mediation provided that such request is copied to the other Party.
- 47.2 The decision of the arbitrator shall be final and binding on both Parties.
- 47.3 The seat and place of arbitration shall be London.

48. PREVENTION OF FRAUD AND BRIBERY

- 48.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, any person acting on their behalf, have at any time prior to the Commencement Date:
 - 48.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - 48.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 48.2 The Supplier, Supplier Personnel, or any person acting on their behalf shall not during the Term:
 - 48.2.1 commit a Prohibited Act; and/or
 - 48.2.2 do or suffer anything to be done which would cause DFID or any of DFID's employees, consultants, suppliers, Sub-Contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 48.3 The Supplier shall during the Term:
 - 48.3.1 establish, maintain and enforce, and require that its Supplier Personnel establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

- 48.3.2 keep appropriate records of its compliance with its obligations under Clause 48.3.1 and make such records available to DFID on request.
- 48.4 The Supplier shall immediately notify DFID in writing if it becomes aware of any breach of Clause 48.1 and/or Clause 48.2, or has reason to believe that it has or any Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf have:
 - 48.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 48.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 48.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.
- The Supplier warrants and represents to DFID that to the best of its knowledge, that neither the Supplier, Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf:
 - 48.5.1 has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
 - 48.5.2 has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Supplier or Supplier Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to DFID, whose written consent was subsequently given to such payment.
- 48.6 Neither the Supplier or the Supplier Personnel or any person acting on their behalf shall accept for their own benefit or pass on for the benefit of partner government, recipient or end user, any trade commission, discount, voucher scheme, re-sale or similar payment or benefit in connection with this Contract.
- 48.7 Where the Supplier or Supplier Personnel, or any person acting on their behalf, does any of the acts mentioned in Clause 48.5 or commits any offence under the Bribery Act 2010, with or without the knowledge of the Supplier, in relation to this Contract or any other contract with the Crown, DFID shall be entitled:
 - 48.7.1 to terminate the Contract with immediate effect by written notice to the Supplier and recover from the Supplier the amount of any Losses resulting from the termination;
 - 48.7.2 to recover from the Supplier the amount or value of any such gift, consideration or commission;
 - 48.7.3 to recover from the Supplier any other Losses sustained as a result of any breach of this Clause 48, whether or not the Contract is terminated.
- 48.8 DFID , the Supplier and the Supplier Personnel shall immediately and without undue delay inform each other of any event that interferes or threatens to materially interfere with the successful delivery of the Services, whether financed in full or in part by DFID, including credible suspicion of/or actual fraud, bribery, corruption or any other financial irregularity or impropriety.

DFID has an expert fraud investigation unit, that should be contacted in the first instance at <u>reportingconcerns@dfid.gov.uk</u> or +44 (0)1355 843747. All suspicions will be treated with the utmost confidentiality.

49. ANTI-TERRORISM REGULATIONS

- In accordance to the Terrorism Act 2000 and all subsequent regulations pursuant to this Act, the Supplier will assure itself to the best of its knowledge that UK funding, including financial assets or economic resources is not made available, either directly or indirectly to, or for the benefit of persons, groups or entities listed in accordance with European Council Regulation EC/2580/2001 (as amended) and/or the Terrorism (United Nations Measures) Orders 2009 of the United Kingdom, or contravene the provisions of those and any subsequent applicable terrorism legislation.
- The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf, have at any time prior to the Commencement Date and/or during the term of this Contract appeared on the Home Office Proscribed Terrorist Organisations List.
- 49.3 The Supplier shall immediately notify DFID in writing if it becomes aware of any breach of Clause 49.1 and/or Clause 49.2, or has reason to believe that it has or any Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalves have:
 - 49.3.1 been subject to an investigation or prosecution which relates to an alleged infringement of Clause 49.1 and/or Clause 49.2;

- 49.3.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts.
- Where the Supplier or any of his employees, servants, agents or Sub-Contractors, or any person acting on their behalf, breaches any of the acts mentioned in Clause 49.1 and/or Clause 49.2 commits any offence under the Terrorism Act 2000, with or without the knowledge of the Supplier, in relation to this Contract or any other contract with the Crown, DFID shall be entitled:
 - 49.4.1 to terminate the Contract with immediate effect by written notice to the Supplier and recover from the Supplier the amount of any loss resulting from the termination;
 - 49.4.2 to recover from the Supplier any other loss sustained as a result of any breach of this Clause 49, whether or not the Contract has been terminated.

50. SAFEGUARDING

50.1 For the purposes of this Clause 50, "Reasonable Measures" shall mean:

all reasonable endeavours expected to be taken by a professional and prudent supplier in the Supplier's industry to eliminate or minimise risk of actual, attempted or threatened exploitation, abuse and harassment (including Sexual Abuse, Sexual Exploitation and Sexual Harassment) and whether or not such conduct would amount to a criminal offence in the United Kingdom or an offence under the laws of the territory in which it takes place (together "Serious Misconduct") as is reasonable and proportionate under the circumstances. Such endeavours may include (but shall not be limited to):

- (a) clear and detailed policies and guidance for Supplier Personnel, Supplier Providers and where appropriate, beneficiaries;
- (b) developing, implementing and maintaining a safeguarding plan throughout the term (including monitoring);
- (c) provision of regular training to Supplier Personnel, Supplier Providers and where appropriate, beneficiaries
- (d) clear reporting lines and whistleblowing policies in place for Supplier Personnel, Supplier Providers and beneficiaries,
- (e) maintaining detailed records of any allegations of Serious Misconduct and regular reporting to DFID and the Appropriate Authorities (where relevant) of any such incidents;
- (f) any other Good Industry Practice measures (including any innovative solutions),
- The Supplier shall take all Reasonable Measures to prevent Serious Misconduct by the Supplier Personnel or any other persons engaged and controlled by it to perform any activities under this Agreement ("Supplier Providers") and shall have in place at all times robust procedures which enable the reporting by Supplier Personnel, Supplier Providers and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by the Supplier or Supplier Personnel to investigate such reports.
- The Supplier shall take all Reasonable Measures to ensure that the Supplier Personnel and Supplier Providers do not engage in sexual activity with any person under the age of 18, regardless of the local age of majority or age of consent or any mistaken belief held by the Supplier Personnel or Supplier Provider as to the age of the person. Furthermore, the Supplier shall ensure that the Supplier Personnel and Supplier Providers do not engage in 'transactional sex' which shall include but not be limited to the exchange of money, employment, goods, or services for sex and such reference to sex shall include sexual favours or any form of humiliating, degrading or exploitative behavior on the part of the Supplier Personnel and the Supplier Providers. For the avoidance of doubt, such 'transactional sex' shall be deemed to be Serious Misconduct in accordance with Clause 50.1.
- The Supplier shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by the Supplier Personnel and Supplier Providers to DFID, including DFID's Counter Fraud Section at reportingconcerns@dfid.gov.uk or +44 (0)1355 843747, and where necessary, the Appropriate Authorities.
- The Supplier shall fully investigate and document all cases or potential cases of Serious Misconduct and shall take appropriate corrective action to reduce the risk and/or eliminate Serious Misconduct being committed by the Supplier Personnel and Supplier Providers (which may include disciplinary action, termination of contracts etc.), such investigations and actions to be reported to DFID as soon as is reasonably practicable
- The Supplier shall not engage as Supplier Personnel or Supplier Provider for the purposes of the Services any person whose previous record or conduct known to the Supplier (or reasonably ought to be known by a diligent supplier which undertakes the appropriate checks) indicates that they are unsuitable to perform the Services and/or where they represent an increased and unacceptable risk of committing Serious Misconduct.
- The Supplier shall comply with all applicable laws, legislation, codes of practice and government guidance in the UK and additionally, in the territories where the Services are being performed, relevant to safeguarding and protection of children and vulnerable adults, which the Supplier acknowledges may include vetting of the Supplier Personnel by the UK Disclosure and Barring Service in respect

of any regulated activity performed by the Supplier Personnel (as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended)) and/or vetting by a local equivalent service. Where DFID reasonably believes that there is an increased risk to safeguarding in the performance of the Services, the Supplier shall comply with any reasonable request by DFID for additional vetting to be undertaken.

- 50.8 Failure by the Supplier to:
 - 50.8.1 put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or
 - 50.8.2 fully investigate allegations of Serious Misconduct; or
 - 50.8.3 report any complaints to DFID and where appropriate, the relevant authorities (including law enforcement)

shall be a material Default of this Contract and shall entitle DFID to terminate this Contract with immediate effect.

51. DISCRIMINATION

- The Supplier shall not unlawfully discriminate either directly or indirectly against protected characteristics such as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the provisions of all relevant legislation including the Equality Act 2010, the International Development (Gender Equality) Act 2014 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof. The Supplier shall ensure that in its delivery of the Services, it has due regard for the advancement of equal opportunity and promotes good relations between people who share a protected characteristic and those who do not, as required by the equality legislation.
- The Supplier shall adhere to the current relevant codes of practice or recommendations published by the Equality and Human Rights Commission. The Supplier shall take all reasonable steps to secure the observance of these provisions and codes of conduct by all suppliers, employees or agents of the Supplier and all suppliers and Sub-Contractors employed in the execution of this Contract.
- 51.3 The Supplier will comply with any request by DFID to assist DFID in meeting its obligations under the Equality Act 2010 and to allow DFID to assess the Supplier's compliance with its obligations under the Equality Act 2010.
- Where any investigation is concluded or proceedings are brought under the Equality Act 2010 which arise directly or indirectly out of any act or omission of the Supplier, its agents or Sub-Contractors, or Supplier Personnel, and where there is a finding against the Supplier in such investigation or proceedings, the Supplier will indemnify DFID with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment DFID may have been ordered or required to pay to a third party.

52. LAW AND JURISDICTION

52.1 This Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

53. ENVIRONMENTAL REQUIREMENTS

- The Supplier shall provide the Services and any goods & equipment required under the Contract in accordance with applicable national and international laws, including those of the country or countries in which the Services or goods & equipment are to be provided, and DFID's environmental operations policy, which is to conserve energy, water and other resources, reduce waste, phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- The Supplier shall work with DFID and the populations that are potentially affected by its operations under the Contract regarding any environmental issues that could affect the sustainable development provisions of the International Development Act (2002), comply with special conditions as stipulated in the Terms of Reference and carry out any reasonable additional request to ensure the protection of the environment, society and the economy throughout the contract period.
- 53.3 The Supplier shall ensure it has the requisite expertise and controls to identify and mitigate all factors that may affect compliance with the conditions outlined in Clauses 53.1 and 53.2 as a result of its own operations or those of Sub-Contractors working on its hehalf
- The Supplier shall promptly notify DFID of any changes in potential material adverse effects from its operations under the Contract and of the occurrence of any incident or accident related to the Project that has or is likely to have a significant adverse effect on the environment.

53.5 Nothing in Clauses 53.1 to 53.3 shall relieve the obligations of the Supplier to comply with its statutory duties and Good Industry Practice.

54. CONFLICT OF INTEREST

- Neither the Supplier nor any of the Supplier Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.
- 54.2 The Supplier and the Supplier Personnel shall notify DFID immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.
- The Supplier shall establish and maintain appropriate business standards, procedures and controls to ensure that no conflict of interest arises between Services undertaken for DFID and that undertaken for other clients. The Supplier shall avoid knowingly committing any acts which are likely to result in any allegation of impropriety against DFID, including conflicts of interest which are likely to prejudice their independence and objectivity in performing the Contract, howsoever arising.
- The Supplier shall notify DFID immediately of any circumstances of which it becomes aware which give rise or potentially give rise to a conflict with the Services and shall advise DFID of how they intend to avoid such a conflict arising or remedy such situation. The Supplier shall, subject to any obligations of confidentiality it may have to third parties, provide all information and assistance reasonably necessary (at the Supplier's cost) that DFID may request of the Supplier in order to avoid or resolve a conflict of interest and shall ensure that at all times they work together with DFID with the aim of avoiding a conflict or remedy a conflict.
- Pursuant to Clause 54.4, DFID shall have the right to require that the Supplier puts in place Ethical Walls and will ensure and satisfy DFID that all information relating to the Contract and to the Services (including all working papers, draft reports in both tangible and intangible form) are not shared or made available to person(s) other than Supplier Personnel and that such matters are not discussed by any person(s) other than Supplier Personnel.
- 54.6 In the event of a failure to maintain the Ethical Walls as described above arising during the course of this Contract, DFID reserves the right to immediately terminate the Contract on giving written notice to the Supplier.

55. WAIVER

A waiver of any of the terms and/or conditions of this Contract shall be valid only where it is agreed expressly in writing and signed by the parties. No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

56. ENTIRE AGREEMENT

- The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Clause 56.1 shall not exclude liability in respect of any fraudulent misrepresentation.
- The Supplier is not the agent of DFID and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of DFID in any respect.
- 56.3 Nothing in this Contract is intended to make nor shall it make DFID the employer of the Supplier or any of the Supplier Personnel.
- All communications by the Supplier relating to the Contract must be addressed to the DFID Contract Officer whose name and address is given in Section 4 (Special Conditions).

57. THIRD PARTY RIGHTS

- The provisions of paragraphs 2.1 and 2.6 of Part A, paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, paragraphs 2.1 and 2.3 of Part C and paragraphs and 1.4, 2.3 and 2.8 of Part D of Schedule 2 (Staff Transfer) (together the "Third Party Provisions") confer benefits on persons named in such provisions other than the Parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("CRTPA").
- 57.2 Subject to Clause 57.1, a person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of DFID, which may, if given, be given on and subject to such terms as DFID may determine.

Any amendments or modifications to this Contract may be made, and any rights created under Clause 57.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

58. NOTICES

- Except as otherwise expressly provided within this Contract, any notices sent under this Contract must be in writing. For the purpose of Clause 58, an e-mail is accepted as being "in writing".
- 58.2 Subject to Clause 58.3, the following table sets out the method by which notices may be served under this Contract and the respective deemed time and proof of service:

Manner of delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clauses	9.00am on the first Working Day	Dispatched as a pdf attachment to
58.3 and 58.4)	after sending	an e-mail to the correct e-mail
		address without any error message
Personal delivery	On delivery, provided delivery is	Properly addressed and delivered as
	between 9.00am and 5.00pm on	evidenced by signature of a delivery
	a Working Day. Otherwise,	receipt
	delivery will occur at 9.00am on	
	the next Working Day	
Royal Mail Signed For™ 1 st	At the time recorded by the	Properly addressed prepaid and
Class or other prepaid, next	delivery service, provided that	delivered as evidenced by signature
Working Day service	delivery is between 9.00am and	of a delivery receipt
providing proof of delivery	5.00pm on a Working Day.	
	Otherwise, delivery will occur at	
	9.00am on the same Working	
	Day (if delivery before 9.00am)	
	or on the next Working Day (if	
	after 5.00pm)	

- The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 58.2:
 - 58.3.1 any Termination Notice (Clause 43 (Termination Without Default of the Supplier) and Clause 44 (Termination With Default of the Supplier)); and
 - 58.3.2 any notice in respect of:
 - (a) partial termination, suspension or partial suspension (Clause 45 (Partial Termination, Suspension and Partial Suspension)),
 - (b) waiver (Clause 55 (Waiver)); or
 - (c) Default.
- Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 58.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 58.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.
- 58.5 Clause 58 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 58.6 For the purposes of Clause 58, the address and email address of each Party shall be as specified in Section 4 (Special Conditions).

SCHEDULE 1: DEFINITIONS

Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below:

"Actual Profit Margin" means the actual profit achieved during the relevant period set out in Clause 20.1;

"Affected Party" the Party seeking to claim relief in respect of a Force Majeure Event;

"Affiliate" in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

"Approval" means the prior written consent of DFID and "Approve" and "Approved" shall be construed accordingly;

"Auditor" means:

- DFID's internal and external auditors;
- DFID's statutory or regulatory auditors;
- the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- (d) HM Treasury or the Cabinet Office;
- any party formally appointed by DFID to carry out audit or similar review functions; and (e)
- (f) successors or assigns of any of the above.

"Appropriate Authorities" means any and/or all of (as may be relevant under the circumstances) the UK government bodies and/or government bodies/agencies in the territory where Serious Misconduct may have or is suspected of having taken place, which have responsibility for safeguarding, recording, investigating, enforcing and/or determining allegations of Serious Misconduct and which may include (but shall not be limited to), the DFID, the National Crime Agency, UK Police force, local territory police forces, and social services.

"Central Government Body" a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency;

"Change of Control" means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;

"Charges" means the charges raised under or in connection with this Contract from time to time, which shall be calculated in a manner that is consistent with Schedule 5 (Schedule of Prices) and the eligible cost guidance.

"Commencement Date" means the date identified in Section 1 Form of Contract.

"Commercially Sensitive Information" the information listed in Section 4 (Special Conditions) comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business of which the Supplier has indicated to DFID that, if disclosed by DFID, would cause the Supplier significant commercial disadvantage of material financial loss.

"Confidential Information" means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party, including all intellectual property rights, together with all information derived from any of the above, and any other information clearly being designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential.

"Contract" means this agreement between DFID and the Supplier consisting of this Section 2 (Standard Terms and Generals) and any attached **Schedules and Appendices**

"Contract Amendment Letter" means the form set out in Appendix A.

"Contract Officer" means the person named in Section 4 who is responsible for all contractual aspects of the Contract.

"Contracts Finder" means the Government's publishing portal for public sector procurement opportunities.

"Control" means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;

"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer" 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; (iiii) all applicable Law about the processing of personal data and privacy.

"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" means the Data Protection Act 2018

"Default" means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, of the Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to DFID;

"Delivery Chain" means all of the Supplier's Sub-Contractors, Supplier Providers and partners involved in delivering a specific good, service or change for the purposes of the Services provided under this Agreement, down to the end beneficiary;

"DFID Background IPR" means:

- a) IPRs owned by DFID before the Commencement Date, including IPRs contained in any of DFID's know-how, documentation, software, processes and procedures;
- b) IPRs created by DFID independently of this Contract; and/or
- c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;

"DFID Data" means (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of DFID; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which DFID is the Data Controller.

"DFID System" DFID's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by DFID or the Supplier in connection with this Contract which is owned by DFID or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for DFID to receive the Services;

"Dispute" any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;

"Dispute Resolution Procedure" means the dispute resolution procedure set out in Clause 47;

"DOTAS" means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

"Employee Liabilities" means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by DFID or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date;
- f) claims whether in tort, contract or statute or otherwise;
- g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

- "Employment Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;
- "Employment Business" means an employment agency is an organization which matches employers to employees. In all developed countries there is a publicly funded employment agency and multiple private businesses which also act as employment agencies.
- "Environmental Information Regulations" means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
- "Ethical Walls" means a process for avoiding conflicts of interest by limiting disclosure of information to certain individuals within an organisation, thereby building a metaphorical wall between the holders of information and colleagues who represent interests or hold opinions which conflict.

"Euro Compliant" means that:

- (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect DFID's business;
- (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and
- (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):
- (a) be able to perform all such functions in any number of currencies and/or in euros;
- (b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;
- (c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;
- (d) incorporate protocols for dealing with rounding and currency conversion;
- (e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and
- (f) permit the input of data in euro and display an outcome in euro where such data, supporting DFID's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK.
- **"Equipment"** means any equipment, computer hardware or software, materials, goods and vehicles and associated services necessarily required for the implementation of the Services, which the Supplier cannot reasonably be expected to provide, which are financed or provided by DFID for use by the Supplier.
- **"Exit Management"** services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to DFID and/or a Replacement Supplier.
- "Exit Plan" the plan produced and updated by the Supplier during the Term in accordance with Terms of Reference and Clause 16;

"Expiry Date" means:

- (a) the end date of the Initial Period or, if exercised, the end date of any Extension Period; or
- (b) if this Contract is terminated before the date specified in (a) above, the earlier date of termination of this Contract;
- **"Extension Period"** means such period or periods up to a maximum of the number of years in total as may be specified by DFID, pursuant to Clause 4.2 and in Section 4 (Special Conditions);
- "Financial Limit" means the amount specified in Section 1 (Form of Contract) and is the maximum amount of Charges paid by DFID and which DFID has agreed are duly payable under this Contract for the receipt of the Services.
- **"FOIA"** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation.
- "Force Majeure Event" any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond
- its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, government or regulatory bodies, fire, flood, storm

or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf or any other failure in the Supplier's or a Sub-Contractor's supply chain;

"Force Majeure Notice" a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

"Former Supplier" means a supplier supplying services to DFID before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Sub-Contractor of such supplier (or any Sub-Contractor of any such Sub-Contractor);

"GDPR" the General Data Protection Regulation (Regulation (EU) 2016/679).

"General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.

"Good Industry Practice" at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like DFID, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;

"Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others.

"HM Government Cyber Essentials Scheme" means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at https://www.gov.uk/government/publications/cyber-essentials-scheme-overview

"IATI" means the International Aid Transparency Initiative standard and is a technical publishing framework allowing data to be compared. It is designed to report forward-looking aggregate budget information for the reported organisations, and planned future budgets to recipient institutions or countries.

"ICT Environment" means the DFID System and the Supplier System;

"Information" has the meaning given under Section 84 of the Freedom of Information Act 2000; including all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);

"Initial Period" means the initial term of this Contract from the Commencement Date to the end date of the initial term stated in Section 4 (Special Conditions);

"Intellectual Property Rights" or "IPRs" means

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

all other rights having equivalent or similar effect in any country or jurisdiction;

"IPR Claim" means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to DFID (including any claims arising from the publication of the Project Specific IPRs as open source) in the fulfilment of its obligations under this Contract

"Joint Control" means Personal Data which under the Control of Joint Controllers in accordance with GDPR Article 26;

"Joint Controllers" means where two or more Controllers jointly determine the purposes and means of processing;

"Key Personnel" means the individuals (if any) identified as such in Section 4 (Special Conditions);

"Key Performance Indicators" or "KPIs" means a set of quantifiable measures that DFID and Supplier will use to measure the performance of the Services provided by the Supplier under the Contract (as defined in Section 3 Terms of Reference).

"Law" means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

"LED" means Law Enforcement Directive (Directive (EU) 2016/680)

"Licensed Software" all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to DFID for the purposes of or pursuant to this Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software;

"Losses" means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;

"Malicious Software" any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

"Milestone" an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;

"Milestone Payment" a payment identified in Section 5 to be made following the issue of a Milestone Achievement Certificate;

"Occasion of Tax Non-Compliance" means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle:
 - ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud evasion.

"Open Book Data" means complete and accurate financial and non-financial information which is sufficient to enable DFID to verify the Charges already paid or payable and Charges forecast to be paid during the Term, including details and all assumptions relating to costs.

"Overhead" means those amounts which are intended to recover a proportion of the Supplier's or the Sub-Contractor's (as the context requires) indirect corporate costs;

"Parties" and "Party" have the meanings respectively given in Section 1 of this Contract;

"Performance Indicators" means the Key Performance Indicators and the subsidiary Performance Indicators;

"Personal Data" means personal data (as defined in the Data Protection Act 1998) which is Processed by the Supplier or any Sub-Contractor on behalf of DFID or a Central Government Body pursuant to or in connection with this Contract;

"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 "Processed" shall be interpreted accordingly;

"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.

"Programme Name" means the name given to the programme to which this Contract relates as identified in Section 1 (Form of Contract);

"Prohibited Act" has the meaning;

- (a) to directly or indirectly offer, promise or give any person working for or engaged by DFID a financial or other advantage to:
- (i) induce that person to perform improperly a relevant function or activity; or
- (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- (c) an offence:
- (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);

- (ii) under legislation or common law concerning fraudulent acts; or
- (iii) defrauding, attempting to defraud or conspiring to defraud DFID; or
- (d) any activity, practice or conduct which would constitute one of the offences listed under
- (e) above if such activity, practice or conduct had been carried out in the UK;

"Project" means a set of co-ordinated activities, with definite starting and finishing points, undertaken by an individual or team to meet specific objectives within defined time, cost and performance parameters

"Project Officer" means the person named in Section 4 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract;

"Project Specific IPRs" means:

- a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or
- b) IPR in or arising as a result of the performance of the Supplier's obligations under this Contract and all updates and amendments to the same,

but shall not include the Supplier Background IPR;

"Projected Profit Margin" means the profit the Supplier expects to achieve over the Term as set out in Schedule 5 (Schedule of Costs);

"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.

"Register" means a register which sets out full details of:

- (a) any assets used by the Supplier in connection with the provision of the Services, including details of:
- (i) make, model and asset number;
- (ii) ownership and status as whether the assets are used exclusively for the provision of the Services;
- (iii) condition and physical location; and
- (iv) use (including technical specifications); and
- (b) Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;

"Regulations" means the Public Contracts Regulations 2015 as amended or replaced from time to time;

"Regulatory Bodies" means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of DFID and "Regulatory Body" shall be construed accordingly;

"Relevant Requirements" all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

"Relevant Tax Authority" means HM Revenue & Customs, or, if applicable, a Tax Authority in the jurisdiction in which the Supplier is established.

"Relevant Transfer" means a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date" means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

"Replacement Services" any services which are the same as or substantially similar to any of the Services and which DFID receives in substitution for any of the Services following the expiry or termination or partial termination of this Contract, whether those services are provided by DFID internally and/or by any third party;

"Replacement Sub-Contractor" means a Sub-Contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Sub-Contractor of any such Sub-Contractor);

"Replacement Supplier" any third party service provider of Replacement Services appointed by DFID from time to time;

"Request for Information" a request for information or an apparent request under the FOIA, the Environmental Information Regulations and associated codes of practice;

"Security Policy" means HMG's security policy, as updated periodically by the Cabinet Office, which can be accessed at https://www.gov.uk/government/collections/government-security, or as notified to the Supplier from time to time;

"Service Transfer" means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;

"Service Transfer Date" means the date of a Service Transfer;

"Services" means the services set out in the Terms of Reference (Section 3).

"Sexual Abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions, and all sexual activity with someone under the age of 18, regardless of local age of majority or consent under the laws of the territory in which it takes place and regardless of any mistaken belief (by the relevant individual) as to the age of a child;

"Sexual Exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes. Includes profiting monetarily, socially, or politically from sexual exploitation of another;

"Sexual Harassment" means unwelcome sexual advances (also but not exclusively without touching). It includes requests for sexual favours, or other verbal or physical behaviour of a sexual nature, which may create a hostile or offensive environment.

"Sites" any premises (including DFID premises, the Supplier's premises or third party premises):

- (a) from, to or at which:
- (i) the Services are (or are to be) provided; or
- (ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or
- (b) where:
- (i) any part of the Supplier System is situated;
- (ii) any physical interface with DFID System takes place;

"Software" Specially Written Software, Supplier Software and Third Party Software;

"Specially Written Software" means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications, configuration, customisation, or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract;

"Staffing Information" means in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as DFID may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Staff Vetting Procedure" means HMG's procedures and departmental policies for the vetting of Personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989.

"Sub-Contract" means any contract or agreement (or proposed contract or agreement) to which a third party:

- a) provides the Services (or any part of them);
- b) provides facilities or goods and services necessary for the provision of the Services (or any part of them); and/or
- c) is responsible for the management, direction or control of the provision of the Services (or any part of them);

"Sub-Contractor" means any person other than the Supplier, who is a party to a Sub-Contract and the servants and agents of that person;

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

"Successor Body" means a body which is not a Central Government Body or if a body which is not a Central Government Body succeeds DFID;

"Supplier" means the person(s), partnership(s) or company (ies) with whom this Contract is placed and as identified in Section 1 (Form of Contract);

"Supplier Background IPRs" means;

(a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or

(b) Intellectual Property Rights created by the Supplier independently of this Agreement, which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;

"Supplier Personnel" means any person (including Key Personnel) instructed pursuant to this Contract to undertake any of the Supplier's obligations under this Contract, including the Supplier's employees, agents and Sub-Contractors.

"Supplier Provider" means persons engaged and/or controlled by or on behalf of the Supplier pursuant to any activities undertaken by the Supplier under this Agreement.

"Supplier Software" means any software which is proprietary to the Supplier (or an Affiliate of the Supplier which is or will be used by the Supplier or any Sub-Contractor for the purposes of providing the Services or is embedded in and in respect of such other software as required to be licensed in order for DFID to receive the benefit of and/or make use of the Services;

"Supplier System" the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding DFID System);

"Tender" means the tender submitted by the Supplier to DFID a copy of which is annexed or referred to in Schedule 4 (Tender);

"Term" means the term of this Contract from the Commencement Date until the Expiry Date;

"Termination Notice" means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;

"Third Party IPRs" means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;

"Third Party Software" means any software which is proprietary to any third party (other than an Affiliate of the Supplier) or any open source which is or will be used by the Supplier for the purposes of providing the Services)

"Transferring DFID Employees" those employees of DFID to whom the Employment Regulations will apply on the Relevant Transfer Date;

"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;

"Transferring Supplier Employees" means those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date;

"Valid Invoice" means an invoice issued by the Supplier to DFID and containing the information set out in Clause 22.4;

"Variation" means a properly executed variation to the Contract in compliance with Clause 38;

"Variation Procedure" means the procedure set out in Clause 38;

"VAT" means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

"Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales.

SCHEDULE 2: STAFF TRANSFER

1. DEFINITIONS

In this Schedule 2, the following definitions shall apply:

"Admission Agreement"	An admission ag	greement in the form	available on the Civil	Service Pensions
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website immediately prior to the Relevant Transfer Date to be entered into by the Supplier where it agrees to participate in the Schemes in respect of the Services;

"Eligible Employee" any Fair Deal Employee who at the relevant time is an eligible employee as defined

in the Admission Agreement;

"Fair Deal Employees" those Transferring DFID Employees who are on the Relevant Transfer Date entitled

to the protection of New Fair Deal (and, in the event that Part B of this Schedule 2 applies, any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New

Fair Deal);

"Former Supplier" a supplier supplying services to DFID before the Relevant Transfer Date that are

the same as or substantially similar to the Services (or any part of the Services) and shall include any Sub-Contractor of such supplier (or any Sub-Contractor of

any such Sub-Contractor);

"New Fair Deal" the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for

staff pensions: staff transfer from central government" issued in October 2013 including any amendments to that document immediately prior to the Relevant

Transfer Date;

"Notified Sub-Contractor" a Sub-Contractor identified in the Annex to this Schedule 2 to whom Transferring

DFID Employees and/or Transferring Former Supplier Employees will transfer on a

Relevant Transfer Date;

"Replacement Sub-Contractor" a Sub-Contractor of the Replacement Supplier to whom Transferring Supplier

Employees will transfer on a Service Transfer Date (or any Sub-Contractor of any

such Sub-Contractor);

"Relevant Transfer" a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date" in relation to a Relevant Transfer, the date upon which the Relevant Transfer

takes place;

"Schemes" the Principal Civil Service Pension Scheme available to Civil Servants and

employees of bodies under Schedule 2 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as

governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the Designated Stakeholder Pension Scheme and "alpha" introduced under The Public Service (Civil Servants

and Others) Pensions Regulations 2014;

"Service Transfer" any transfer of the Services (or any part of the Services), for whatever reason, from

the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement

Sub-Contractor;

"Service Transfer Date" the date of a Service Transfer or, if more than one, the date of the relevant

Service Transfer as the context requires;

"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Transferring DFID Employees"	those employees of DFID to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2. INTERPRETATION

Where a provision in this Schedule 2 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to DFID, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

TRANSFERRING DFID EMPLOYEES AT COMMENCEMENT OF SERVICES

1. RELEVANT TRANSFERS

- 1.1 DFID and the Supplier agree that:
 - 1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring DFID Employees; and
 - as a result of the operation of the Employment Regulations, the contracts of employment between DFID and the Transferring DFID Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Notified Sub-Contractor and each such Transferring DFID Employee.
- 1.2 DFID shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring DFID Employees in respect of the period arising up to (but not including)the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) DFID; and (ii) the Supplier and/or any Notified Sub-Contractor (as appropriate).

2. DFID INDEMNITIES

- 2.1 Subject to Paragraph 2.2, DFID shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:
 - 2.1.1 any act or omission by DFID in respect of any Transferring DFID Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring DFID Employee occurring before the Relevant Transfer Date;
 - 2.1.2 the breach or non-observance by DFID before the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring DFID Employees; and/or
 - (b) any custom or practice in respect of any Transferring DFID Employees which DFID is contractually bound to honour;
 - 2.1.3 any claim by any trade union or other body or person representing the Transferring DFID Employees arising from or connected with any failure by DFID to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;
 - any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - in relation to any Transferring DFID Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring DFID Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from DFID to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
 - 2.1.5 a failure of DFID to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring DFID Employees arising before the Relevant Transfer Date;

- any claim made by or in respect of any person employed or formerly employed by DFID other than a Transferring DFID Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.7 any claim made by or in respect of a Transferring DFID Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring DFID Employee relating to any act or omission of DFID in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor (whether or not a Notified Sub-Contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
 - 2.2.1 arising out of the resignation of any Transferring DFID Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
 - arising from the failure by the Supplier or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by DFID as a Transferring DFID Employee claims, or it is determined in relation to any person who is not identified by DFID as a Transferring DFID Employee, that his/her contract of employment has been transferred from DFID to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to DFID; and
 - 2.3.2 DFID may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-Contractor, or take such other reasonable steps as DFID considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by DFID, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:
 - 2.5.1 no such offer of employment has been made;
 - 2.5.2 such offer has been made but not accepted; or
 - 2.5.3 the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

- 2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, DFID shall indemnify the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
 - 2.7.1 shall not apply to:
 - (a) any claim for:
 - discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

- (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to DFID within 6 months of the Commencement Date.
- 2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by DFID nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

- 3.1 Subject to Paragraph 3.2 the Supplier shall indemnify DFID against any Employee Liabilities arising from or as a result of:
 - 3.1.1 any act or omission by the Supplier or any Sub-Contractor in respect of any Transferring DFID Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring DFID Employee whether occurring before, on or after the Relevant Transfer Date;
 - 3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring DFID Employees; and/or
 - (b) any custom or practice in respect of any Transferring DFID Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
 - 3.1.3 any claim by any trade union or other body or person representing any Transferring DFID Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
 - 3.1.4 any proposal by the Supplier or a Sub-Contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring DFID Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring DFID Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
 - 3.1.5 any statement communicated to or action undertaken by the Supplier or any Sub-Contractor to, or in respect of, any Transferring DFID Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with DFID in writing;
 - 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - in relation to any Transferring DFID Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring DFID Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from DFID to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
 - 3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring DFID Employees in respect of the period from (and including) the Relevant Transfer Date;

- 3.1.8 any claim made by or in respect of a Transferring DFID Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring DFID Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from DFID's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- 3.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of DFID whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from DFID's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring DFID Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between DFID and the Supplier.

4. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to DFID in writing such information as is necessary to enable DFID to carry out its duties under regulation 13 of the Employment Regulations. DFID shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 5.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by DFID relating to pensions in respect of any Transferring DFID Employee as set down in:
 - 5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
 - 5.2.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
 - 5.2.3 HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
 - 5.2.4 the New Fair Deal.
- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. PENSIONS

The Supplier shall, and/or shall procure that each of its Sub-Contractors shall, comply with the pensions provisions in the following Annex.

ANNEX TO PART A: PENSIONS

1. PARTICIPATION

- 1.1 The Supplier undertakes to enter into the Admission Agreement.
- 1.2 The Supplier and DFID:
 - 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
 - 1.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying DFID if the Supplier breaches any obligations it has under the Admission Agreement;
 - 1.2.3 agree, notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify DFID in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and
 - 1.2.4 agree that DFID may terminate this Contract in the event that the Supplier breaches the Admission Agreement:
 - (a) and that breach is not capable of being remedied; or
 - (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from DFID giving particulars of the breach and requiring the Supplier to remedy it.
- 1.3 The Supplier shall bear its own costs and all costs that DFID reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator on-boarding costs.

2. FUTURE SERVICE BENEFITS

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to DFID, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by DFID in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.
- 2.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2 The Supplier shall indemnify and keep indemnified DFID on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

The Supplier and DFID respectively undertake to each other:

- 4.1 to provide all information which the other Party may reasonably request concerning matters referred to in this Annex and set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

The Supplier undertakes to DFID to indemnify and keep indemnified DFID on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

7. SUBSEQUENT TRANSFERS

The Supplier shall:

- 7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- 7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or DFID may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and
- 7.3 for the applicable period either:
 - 7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Contract, to terminate the Agreement or any part of the Services; or
 - 7.3.2 after the date which is two (2) years prior to the date of expiry of this Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or DFID, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of DFID (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

8. BULK TRANSFER

- 8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:
 - 8.1.1 fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;
 - instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or DFID may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
 - allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and
 - 8.1.4 indemnify DFID on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.

TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES

9. RELEVANT TRANSFERS

- 9.1 DFID and the Supplier agree that:
 - 9.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
 - as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-Contractor and each such Transferring Former Supplier Employee.
- 9.2 Subject to Paragraph 6, DFID shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and DFID shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

10. FORMER SUPPLIER INDEMNITIES

- 10.1 Subject to Paragraphs 2.2 and 6, DFID shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:
 - any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
 - 10.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
 - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
 - 10.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
 - a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
 - any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

- any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 10.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
 - arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
 - arising from the failure by the Supplier and/or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 10.3 If any person who is not identified by DFID as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by DFID as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to DFID and, where required by DFID, to the Former Supplier; and
 - the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 10.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or DFID, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 10.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:
 - 10.5.1 no such offer of employment has been made;
 - 10.5.2 such offer has been made but not accepted; or
 - 10.5.3 the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

- 10.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, DFID shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 10.7 The indemnity in Paragraph 2.6:
 - 10.7.1 shall not apply to:
 - (a) any claim for:
 - discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

- (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and
- shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to DFID and, if applicable, the Former Supplier, within 6 months of the Commencement Date.
- 10.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under the Law.

11. SUPPLIER INDEMNITIES AND OBLIGATIONS

- 11.1 Subject to Paragraph 3.2, the Supplier shall indemnify DFID and/or the Former Supplier against any Employee Liabilities arising from or as a result of:
 - 11.1.1 any act or omission by the Supplier or any Sub-Contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;
 - 11.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
 - any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
 - any proposal by the Supplier or a Sub-Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
 - any statement communicated to or action undertaken by the Supplier or a Sub-Contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with DFID and/or the Former Supplier in writing;
 - any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
 - a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;

- any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- 11.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.
- 11.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 11.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

12. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to DFID and/or at DFID's direction, the Former Supplier, in writing such information as is necessary to enable DFID and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. Subject to Paragraph 6, DFID shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

13. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 13.1 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by DFID relating to pensions in respect of any Transferring Former Supplier Employee as set down in:
 - 13.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
 - 13.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
 - 13.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
 - 13.1.4 the New Fair Deal.
- 13.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

14. PROCUREMENT OBLIGATIONS

Notwithstanding any other provisions of this Part B, where in this Part B DFID accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that DFID's contract with the Former Supplier contains a contractual right in that regard which DFID may enforce, or otherwise so that it requires only that DFID must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

15. PENSIONS

The Supplier shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in the following Annex.

ANNEX TO PART B: PENSIONS

1. PARTICIPATION

- 1.1 The Supplier undertakes to enter into the Admission Agreement.
- 1.2 The Supplier and DFID:
 - 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
 - 1.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying DFID if the Supplier breaches any obligations it has under the Admission Agreement;
 - 1.2.3 agree, notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify DFID in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and
 - 1.2.4 agree that DFID may terminate this Contract for material default in the event that the Supplier breaches the Admission Agreement:
 - (a) and that breach is not capable of being remedied; or
 - (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notce from DFID giving particulars of the breach and requiring the Supplier to remedy it.
- 1.3 The Supplier shall bear its own costs and all costs that DFID reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator on-boarding costs.

2. FUTURE SERVICE BENEFITS

- 2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to DFID, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by DFID in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.
- 2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2 The Supplier shall indemnify and keep indemnified DFID on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

The Supplier and DFID respectively undertake to each other:

- 4.1 to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

The Supplier undertakes to DFID to indemnify and keep indemnified DFID on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

7. SUBSEQUENT TRANSFERS

The Supplier shall:

- 7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- 7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or DFID may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and
- 7.3 for the applicable period either
 - 7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Contract, to terminate the Agreement or any part of the Services; or
 - 7.3.2 after the date which is two (2) years prior to the date of expiry of this Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or DFID, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of DFID (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

8. BULK TRANSFER

- 8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:
 - 8.1.1 fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;
 - 8.1.2 instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or DFID may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
 - 8.1.3 allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and
 - 8.1.4 indemnify DFID on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.

NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

1. PROCEDURE IN THE EVENT OF TRANSFER

- 1.1 DFID and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of DFID and/or any Former Supplier.
- 1.2 If any employee of DFID and/or a Former Supplier claims, or it is determined in relation to any employee of DFID and/or a Former Supplier, that his/her contract of employment has been transferred from DFID and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to DFID and, where required by DFID, give notice to the Former Supplier; and
 - 1.2.2 DFID and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-Contractor (as appropriate) or take such other reasonable steps as DFID or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by DFID and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved,

the Supplier and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2. INDEMNITIES

- 2.1 Subject to the Supplier and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, DFID shall:
 - indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of DFID referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
 - 2.1.2 subject to paragraph 3, procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.2 If any such person as is described in Paragraph 1.2 is neither re-employed by DFID and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-Contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.
- 2.3 Where any person remains employed by the Supplier and/or any Sub-Contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall indemnify DFID and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify DFID and any Former Supplier, against

any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor.

2.4 The indemnities in Paragraph 2.1:

2.4.1 shall not apply to:

- (a) any claim for:
 - discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

- (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and
- shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-Contractor to DFID and, if applicable, Former Supplier within 6 months of the Commencement Date.

3. PROCUREMENT OBLIGATIONS

Where in this Part C DFID accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that DFID's contract with the Former Supplier contains a contractual right in that regard which DFID may enforce, or otherwise so that it requires only that DFID must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

PART D

EMPLOYMENT EXIT PROVISIONS

1. PRE-SERVICE TRANSFER OBLIGATIONS

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
 - 1.1.1 receipt of a notification from DFID of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Contract;
 - 1.1.3 the date which is twelve (12) months before the end of the Term; and
 - 1.1.4 receipt of a written request of DFID at any time (provided that DFID shall only be entitled to make one such request in any six (6) month period),

it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by DFID.

- 1.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Supplier shall provide to DFID or at the direction of DFID to any Replacement Supplier and/or any Replacement Sub-Contractor:
 - 1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
 - the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 DFID shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-Contractor.
- 1.4 The Supplier warrants, for the benefit of DFID, any Replacement Supplier, and any Replacement Sub-Contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of DFID (not to be unreasonably withheld or delayed):
 - 1.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
 - make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);
 - increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
 - introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
 - increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
 - 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-Contractor shall promptly notify, DFID or, at the direction of DFID, any Replacement Supplier and any Replacement Sub-Contractor of any notice to terminate employment given by the Supplier or

relevant Sub-Contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to DFID any information DFID may reasonably require relating to the manner in which Services are organised, which shall include:
 - 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - the extent to which each employee qualifies for membership of any of the Schemes or any broadly comparable scheme set up pursuant to the provisions of paragraph 2.2 of the Annex (Pensions) to Part A of this Schedule 2 or paragraph 2.3 of the Annex (Pensions) to Part B of this Schedule 2 (as appropriate); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to DFID, any Replacement Supplier and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to DFID or, at the direction of DFID, to any Replacement Supplier and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
 - 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 DFID and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-Contractor. Such change in the identity of the Supplier of such Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. DFID and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.
- 2.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Supplier shall indemnify DFID and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of:

- any act or omission of the Supplier or any Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
- 2.3.2 the breach or non-observance by the Supplier or any Sub-Contractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to DFID and/or Replacement Supplier and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.5 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-Contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged DFID and/or the Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by DFID and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
 - 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Personnel List claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel List that his/her contract of employment has been transferred from the Supplier or any Sub-Contractor to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
 - 2.5.1 DFID shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
 - 2.5.2 the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Subnuary 2019

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Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-Contractor, DFID shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
 - 2.7.1 no such offer of employment has been made;
 - 2.7.2 such offer has been made but not accepted; or
 - 2.7.3 the situation has not otherwise been resolved

the Replacement Supplier and/or Replacement Sub-Contractor, as appropriate may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

- 2.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
 - 2.9.1 shall not apply to:
 - (a) any claim for:
 - discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief;
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or

- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Sub-Contractor to the Supplier within six (6) months of the Service Transfer Date.
- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.
- 2.11 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
 - 2.11.1 the Supplier and/or any Sub-Contractor; and
 - 2.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.

- 2.12 The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to DFID and any Replacement Supplier and/or Replacement Sub-Contractor, in writing such information as is necessary to enable DFID, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. DFID shall procure that the Replacement Supplier and/or Replacement Sub-Contractor, shall promptly provide to the Supplier and each Sub-Contractor in writing such information as is necessary to enable the Supplier and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, where a Relevant Transfer occurs DFID shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:
 - 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
 - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Sub-Contractor is contractually bound to honour;
 - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
 - 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
 - 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date:
 - a failure of the Replacement Supplier or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
 - 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any

such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

ANNEX TO SCHEDULE 2: LIST OF NOTIFIED SUB-CONTRACTORS

SCHEDULE 3: INSURANCE REQUIREMENTS

1.OBLIGATION TO MAINTAIN INSURANCES

- 1.1 Without prejudice to its obligations to DFID under this Contract, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 2 take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 (Required Insurances) and any other insurances as may be required by applicable Law (together the "Insurances"). The Supplier shall ensure that each of the Insurances is effective no later than the Commencement Date.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent Contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
- 1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which DFID shall be indemnified in respect of claims made against DFID in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

2.GENERAL OBLIGATIONS

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent Contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3.FAILURE TO INSURE

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, DFID may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and DFID shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4.EVIDENCE OF POLICIES

4.1 The Supplier shall upon the Commencement Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to DFID, that the Insurances are in force and effect and meet in full the requirements of this Framework Schedule 2. Receipt of such evidence by DFID shall not in itself constitute acceptance by DFID or relieve the Supplier of any of its liabilities and obligations under this Agreement.

5.AGGREGATE LIMIT OF INDEMNITY

- 5.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
 - 5.1.1 if a claim or claims which do not relate to this Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to DFID:
 - (a) details of the policy concerned; and

- (b) its proposed solution for maintaining the minimum limit of indemnity specified; and
- 5.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract are paid by insurers, the Supplier shall:
 - (a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract; or
 - (b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to DFID full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

6.CANCELLATION

6.1 The Supplier shall notify DFID in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

7.INSURANCE CLAIMS

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that DFID receives a claim relating to or arising out of the Services or this Contract, the Supplier shall co-operate with DFID and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where DFID is the claimant party, the Supplier shall give DFID notice within twenty (20) Working Days after any insurance claim in excess of £100,000 of the applicable policy excess, would be made on any of the Insurances and (if required by DFID) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from DFID any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX 1: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1.INSURED

1.1 The Supplier

2.INTEREST

- 2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:
 - death or bodily injury to or sickness, illness or disease contracted by any person; 2.1.1
 - 2.1.2 loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 2) and arising out of or in connection with the provision of the Services and in connection with this Contract.

3.LIMIT OF INDEMNITY

3.1 Not less than £10,000,000 in respect of any one occurrence, and in the aggregate per annum in respect of products and pollution

4.TERRITORIAL LIMITS

4.1.1 Worldwide

5.PERIOD OF INSURANCE

5.1 From the Commencement Date for the Term and renewable on an annual basis unless agreed otherwise by DFID in writing.

6.COVER FEATURES AND EXTENSIONS

6.1 Indemnity to principals clause.

7.PRINCIPAL EXCLUSIONS

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8.MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed N/A for each and every third party property damage claim (personal injury claims to be paid in full).	

PART B: PROFESSIONAL INDEMNITY INSURANCE

1.INSURED

1.1 The Supplier

2.INTEREST

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3.LIMIT OF INDEMNITY

3.1 Not less than £10,000,000 in respect of any one claim and in the aggregate per annum.

4.TERRITORIAL LIMITS

4.1 Worldwide

5.PERIOD OF INSURANCE

5.1 From the date of this Contract and renewable on an annual basis unless agreed otherwise by DFID in writing (a) throughout the Term or until earlier termination of this Contract and (b) for a period of 6 years thereafter.

6.COVER FEATURES AND EXTENSIONS

6.1 Retroactive cover to apply to any claims made policy wording in respect of this Contract or retroactive date to be no later than the Commencement Date.

7.PRINCIPAL EXCLUSIONS

- 7.1 War and related perils
- 7.2 Nuclear and radioactive risks

8.MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed N/A each and every claim.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

1	c	Е	N	Е	D	٨	1

1.1	The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

SCHEDULE 4: TENDER

1.GENERAL

1 1	This Schedule 4	l sets out a conv	of the Sun	nlier's Tender

1.2 Subject to Clause 1.4, in addition to any other obligations on the Supplier under this Contract, the Supplier shall provide the Services in accordance with the Tender.

APPENDIX A. CONTRACT AMENDMENT LETTER

Johannatian al Bassalausant					Department for	
International Development	[[Abercrombie Ho Eaglesham Road EAST KILBRIDE				
		Glasgow G75 8EA				
		0,0 0 <u>1</u> , (
		Telephone: East Directline: 0135		5 84 4000		
		File Ref: [Date:]			
	(Contract Amend	ment No: [
CONTRACT FOR: [
CONTRACT NUMBER: [
With reference to the Contract dated [], both Parties have in principle agreed to the following variation[s] to the Contract [:						
]						
2. [These/This amendment[s] relate[s to [
3. Please confirm in writing by signing and returning one contract that you accept the variation[s] set out herein.	copy of this	s letter, within 1	5 working day	s of the date of	signature on behalf of DI	∃ID
4. The Contract, including any previous variations, shall ren	main effec	tive and unalter	ed except as a	mended by this	letter.	
5. Words and expressions in this letter shall have the mean	nings given	n to them in the	Contract.			
Signed by an authorised signatory for and on behalf of the			Name:]		
Secretary of State for International Development		Positio	n:			
	Signature:					
ı	Date:]				
Signed by an authorised signatory for and on behalf of the	Supplier		Name:	[
	Signature:					
,	Date:					





DFID Supply Partner Code of Conduct

Principles

DFID aims to create an inclusive culture of best practice with the delivery partners with whom it engages and which receive UK taxpayers' funds. All Supply Partners should adhere to the overarching principles of the Supply Partner Code of Conduct (hereafter "the Code").

Overarching Principles for Supply Partners

- ✓ Act responsibly and with integrity
- ✓ Be transparent and accountable
- ✓ Seek to improve value for money
- ✓ Demonstrate commitment to poverty reduction and DFID priorities¹
- ✓ Demonstrate commitment to wider HMG priorities²

DFID Supply Partner responsibilities

Supply Partners and their subcontractors (delivery chain partners) should ensure they have read and understood the Code and their required compliance level and seek clarification from DFID where necessary. In particular, it is important that the Supply Partners and their subcontractors (delivery chain partners) understand any risks and have systems in place to manage them. The 3 compliance levels are:

Compliance Level 1 - Supply Partners with an individual contract value of £1m or above, or two or more contracts/grants with DFID with a combined value of £5m or above;

Compliance Level 2 - Supply Partners with an individual contract value below £1m, or two or more contracts /grants with DFID with a value of less than £5m;

Compliance Level 3 - Supply Partners with an individual Contract value, or component of a Contract/Grant, with a value below the EU contracting threshold. At this level Supply Partners are required to adhere to the overarching Code principles and recognise, mitigate and manage risks. These Supply Partners will not be monitored against the contractual KPIs.

Scope

This Code forms part of DFID's standard contractual terms and conditions and full compliance and annual verification via a signed declaration, to be found at Annex 1b, is mandatory for contracted Supply Partners. Adherence to the Code at

appropriate level is also a requirement for DFID direct and delivery chain Supply Partners in receipt of funding. DFID will monitor Supply Partners in six priority areas as set out below using a set of Key Performance Indicators (KPIs) as referenced in Annex 1a and 1b.

1. Value for Money and Governance

Key Performance Indicators KPI 1 a - c

Value for Money and financial transparency is an essential requirement of all DFID commissioned work. All Supply Partners must seek to maximise development results, whilst driving cost efficiency, throughout the life of commissioned programmes. This includes budgeting and pricing realistically and appropriately to reflect delivery requirements and levels of risk over the life of the programme. It also includes managing uncertainty and change to protect value in the often challenging environments that we work in.

Supply Partners must demonstrate that they are pursuing continuous improvement and applying stringent financial management and governance to reduce waste and improve efficiency in their internal operations and within the delivery chain. DFID expects Supply Partners to demonstrate openness and honesty and to be realistic about capacity and capability at all times, accepting accountability and responsibility for performance along the full delivery chain, in both every-day and exceptional circumstances.

Specific requirements include:

- ✓ Provision of relevant VfM and governance policies and a description of how these are put into practice to meet DFID requirements (e.g. Codes on fraud and corruption, due diligence);
- ✓ A transparent, open book approach, which enables scrutiny of value for money;
- ✓ Strict adherence to all UK and in-country government tax requirements;
- ✓ Processes for timely identification and resolution of issues and for sharing lessons learned which might be requested by DFID at any time.

2. Ethical Behaviour

Key Performance Indicators KPI 2 a- f

DFID Supply Partners and their delivery chain partners act on behalf of the UK government and interact globally with country governments, other aid donors and their delivery partners, many stakeholders including citizens and directly and indirectly with aid beneficiaries. These interactions must therefore meet the highest standards of ethical and professional behaviour in order to uphold the reputation of the UK government.

Arrangements and relationships entered into, whether with or on behalf of DFID, must be free from bias, conflict of interest or the undue influence of others. Particular care must be taken by Supply Partner and delivery chain staff who:

- a) are directly involved in the management of a programme or procurement of services; or
- b) who engage with i) frontline DFID staff ii) other deliverers of aid iii) beneficiaries (of aid)

Where those in a) and b) could be susceptible to undue negative or detrimental influence.

Supply Partners and their delivery chain partners must declare to DFID where there may be instances or allegations of previous unethical behaviour by an existing or potential staff member or where there is a known or suspected conflict of interest. Where a potential or existing staff member has been employed by DFID or the Crown in the

 $^{^{1}\,\}underline{\text{https://www.gov.uk/government/organisations/department-for-international-development/about\#priorities}}$

https://www.gov.uk/government/organisations/hm-treasury/about#priorities
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preceding two years Supply Partners and their delivery chain partner must provide proof of compliance with the HMG approval requirements under the Business Appointment Rules.

Supply Partners and their delivery chain partners must have the following policies and procedures in place:

- ✓ Development and proof of application and embedding of a Staff Recruitment, Management and Retention policy (which must address circumstances where there may be potential or actual conflict of interest and embedding of a Whistleblowing Policy)
- ✓ Ongoing monitoring of potential or existing personal, business or professional conflict of interest and their mitigation and management
- ✓ Ethical training for every staff member and staff updates in ethical working practices suitable to the development sector (e.g. UN Global Compact principles) including awareness of modern day slavery and human rights abuses
- ✓ Procedures setting out how, staff involved in DFID funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the DFID Counter Fraud and Whistleblowing Unit (CFWU) at reportingconcerns@dfid.gov.uk or on +44(0)1355 843747.

3. Transparency and Delivery Chain Management

Key Performance Indicators KPI 3 a − f

DFID requires full delivery chain transparency from all Supply Partners. All direct Supply Partners and their delivery chain partners must adhere to wider HMG policy initiatives including the support and capacity building of micro, small and medium sized enterprises (MSMEs), prompt payment, adherence to human rights and modern slavery policies and support for economic growth in developing countries.

DFID recognises the critical value that downstream delivery partners contribute. Direct Supply Partners must engage their delivery chain partners in a manner that is consistent with DFID's treatment of its direct Supply Partners. This includes, but is not limited to: appropriate pricing of services; fiduciary and financial risk management processes; applying transparent and responsive measures where delivery chain partners underperform against the KPI areas; taking a zero tolerance approach to tax evasion, corruption, bribery and fraud in subsequent service delivery or in partnership agreements. Direct Supply Partners must cascade the principles of the Code throughout their delivery chain to ensure DFID ethical behaviour standards are embedded and maintained.

Specific requirements for direct Supply Partners include:

- ✓ Provide assurance to DFID that the policies and practices of their delivery chain Supply Partners and affiliates comply with the Code;
- ✓ Maintaining and sharing with DFID up-to-date and accurate records of all downstream partners in receipt of DFID funds and/or DFID funded inventory or assets. This should map how funds flow from them to end beneficiaries and identify risks and potential risks along the delivery chain;
- ✓ Ensuring delivery chain partner employees are expressly notified of the DFID 'reporting concerns' mail box³ found on DFID's external website and of the circumstances in which this should be used;
- ✓ Publication of DFID funding data in accordance with the International Aid Transparency Initiative (IATI)⁴
- ✓ Supply Partners shall adhere to HMG prompt payment policy and not use restrictive exclusivity agreements with sub-partners.

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 $^{^{3}\ \}underline{\text{https://www.gov.uk/government/organisations/department-for-international-development/about\#reporting-fraud}$

⁴ http://www.aidtransparency.net/

4. Environmental issues

Key Performance Indicators KPI 4 a - b

DFID Supply Partners must be committed to high environmental standards, recognising that DFID's activities may change the way people use and rely on the environment, or may affect or be affected by environmental conditions. Supply Partners must demonstrate they have taken sufficient steps to protect the local environment and community they work in, and to identify environmental risks that are imminent, significant or could cause harm or reputational damage to DFID.

Commitment to environmental sustainability may be demonstrated by:

- ✓ Formal environmental safeguard policies in place;
- ✓ Publication of environmental performance reports on a regular basis
- ✓ Membership or signature of relevant environmental Codes, both directly and within the delivery chain such as conventions, standards or certification bodies (e.g. the Extractive Industries Transparency Initiative⁵).

5. Terrorism and Security

Key Performance Indicators KPI 5 a - d

DFID Supply Partners must implement due diligence processes to provide assurance that UK Government funding is not used in any way that contravenes the provisions of the Terrorism Act 2000, and any subsequent regulations pursuant to this Act.

DFID Supply Partners must maintain high levels of data security in accordance with the Data Protection Act 1998 and any subsequent regulations pursuant to this Act, or new Act and with the General Data Protection Regulation (Directive 95/46/EC).

Specific requirements:

- ✓ Development and proof of application and embedding of a comprehensive Terrorism and Security Policy
- ✓ Development and proof of application and embedding of personal data processing processes within a Data Protection Policy
- ✓ DFID Supply Partners must safeguard the integrity and security of their IT and mobile communications systems in line with the HMG Cyber Essentials Scheme⁶. Award of the Cyber Essentials or Cyber Essential Plus badges would provide organisational evidence of meeting the UK Government-endorsed standard;
- ✓ All DFID Supply Partners who manage aid programmes with a digital element must adhere to the global Principles for Digital Development⁷, which sets out best practice in technology-enabled programmes
- ✓ Ensure that DFID funding is not linked to terrorist offences, terrorist activities or financing.

6. Safeguarding, Social Responsibility and Human Rights

Key Performance Indicators: KPI 6 a – d

Safeguarding, social responsibility and respect for human rights are central to DFID's expectations of its Supply Partners. Supply Partners must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within complex delivery chain environments funded by DFID. These practices include sexual exploitation, abuse and harassment; all forms of child abuse and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture or disability. Supply Partners must place an emphasis on the control of

⁷ http://digitalprinciples.org/

⁵ https://eiti.org/

⁶ https://www.gov.uk/government/publications/cyber-essentials-scheme-overview

these and further unethical and illegal employment practices, such as modern day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid recipients. DFID will expect a particular emphasis on the management of these issues in high risk fragile and conflict affected states (FCAS), with a focus on ensuring remedy and redress if things go wrong.

Specific requirements:

- ✓ Development and proof of application and embedding of a Safeguarding Policy;
- ✓ Delivery of Social Responsibility, Human Rights and Safeguarding training throughout the delivery chain;
- ✓ Compliance level 1 Supply Partners must be fully signed up to the UN Global Compact⁸;
- ✓ Practices in line with the International Labour Organisation (ILO) 138⁹ and the Ethical Trading Initiative (ETI) Base Code¹⁰ are to be encouraged throughout the delivery chain;
- ✓ Policies to embed good practice in line with the UN Global Compact Guiding Principles 1 & 2 on business and human rights throughout the delivery chain are required, as detailed in Annex 2;
- ✓ Compliance level 1 Supply Partners to submit a Statement of Compliance outlining how the organisation's business activities help to develop local markets and institutions and further how they contribute to social and environmental sustainability, whilst complying with international principles on Safeguarding and Human Rights labour and ethical employment, social inclusion and environmental protection;
- ✓ Overarching consideration given to building local capacity and promoting the involvement of people whose lives are affected by business decisions.

⁸ https://www.unglobalcompact.org/what-is-gc/mission/principles

⁹ http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138

¹⁰ http://www.ethicaltrade.org/eti-base-code

Compliance KPIs and contractual checking mechanisms - DFID Contracts

Maintaining standards of assurance and driving sustainable improvements, in connection with the Code's principles through Supply Partner relationships is a key focus for DFID.

Supply Partner and delivery chain compliance checking processes will take place in accordance with the agreed compliance levels and the specific contractual clauses down the delivery chain, DFID shall undertake compliance checks.

Where appropriate, a plan setting out the Code of Conduct delivery methodology for the Supply Partner arrangements during the contract term may be jointly developed with DFID during Contract mobilisation.

	Contract Checks and Compliance KPIs	KPI target	Specific Contractual link	Checking mechanism
i.	Declaration of acceptance of the DFID submitted by		Contract Terms and Conditions Clause 5.1 and Clause 7.7	Declaration of acceptance at the applicable level of compliance with each of the 6 sections received
ii.	Declaration of sign up to the UN Global Compact	Annual declaration submitted by the direct Supply Partner	Standard Selection Questionnaire (SSQ)	Declaration of applicable sign up / application received
1.	VfM and Governance standards			
a)	Economic and governance policies in practice	Annual updated documentation provided (copy of Policies with detailed annual financial breakdown relating to contract)	Terms and Conditions Clauses 13, 14 & 15	Annual contract review/programme management Audit checks Compliance checks
b)	VfM being maximised over the life of a contract			
b)	By confirmation of annual profit level fluctuations since tender submittal by timely identification and	Updated documentation submitted once	Contract T&Cs Clauses 15 & 20	Annual contract review/programme management
	resolution of issues 3. ensuring lessons learned are shared	annually	Terms of Reference Terms of Reference	Annual contract review/programme management Compliance checks

	Tax Declaration (HMRC format)			1
c)	Tax the organisation paid on profits made in the last 3 years, and in which countries Compliance with relevant country level tax regulations fully understood and met	Annually updated documentation submitted by contracted supplier and on behalf of delivery chain partners	Terms and Conditions Clauses 15, 23 & 24 Terms of reference	Annual return Compliance checks
2.	Ethical Behaviour			
a)	Recruitment policy (which must address circumstances where there may be potential or actual conflict of interest)	Updated policy documentation submitted once annually by contracted supplier and on behalf of delivery chain partners	Terms and Conditions Clauses 6, 51 & 54	Annual return Compliance checks
b)	Ongoing conflict of interest, mitigation and management	As 2a. above	Terms and conditions Clause 54	Annual return Compliance checks
с)	Refresher ethical training and staff updates (including disclosure restrictions on DFID confidential information)	Copy of training logs provided Delivery in accordance with training programme in place	Terms and conditions Clause 6, 29, 51 & 54	Annual return Compliance checks
d)	A workforce whistleblowing policy	Continuous workforce awareness maintained Policy in place	Terms and Conditions Clause 48	Annual return Compliance checks
e)	Procedures setting out how, staff involved in DFID funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the Counter Fraud and Whistleblowing Unit (CFWU) at reportingconcerns@dfid.gov.uk or on +44(0)1355 843747	Continuous awareness maintained Procedure in place	Terms and Conditions Clauses 6, 48 & 54	Annual return Compliance checks Annual return
	Employees working on DFID Contracts fully aware of the DFID external website reporting concerns mailbox	Continuous awareness maintained	Terms and Conditions Clause 48	Compliance checks
f)	Declarations of direct or subcontractor staff members proposed to work on DFID funded business if employed by DFID or the Crown in the preceding two years Supply Partners and their subcontractors must provide proof of compliance with the HMG approval requirements under the business appointment rules	Details submitted as applicable	Terms and Conditions Clause 48 HMG <u>business</u> appointment rules	Annual return Compliance checks Contract management

3.	Transparency and Delivery Chain			
	Management	Updated documentation	Contract Terms and Conditions Clause 28	Tender evaluation
a)	IATI compliance for Supply Partner and their delivery chain Supply Partners	submitted once annually		Periodic spot checks Compliance checks
b) c)	Up to date and accurate records of all delivery chain Supply Partners	Updated documentation submitted in accordance with Clause 26.7	Contract Terms & conditions Clause 9 & 28 Tender submittal – delivery chain	Annual return Compliance checks Contract management
d)	Policies and practices for the management of delivery chain partners and affiliates aligned to the DFID Supply Partner Code of Conduct	Updated documentation submitted annually	Contract Terms & conditions Clause 7	Contract management processes Periodic spot checks Compliance checks
e)	Tax evasion, bribery, corruption and fraud -statements of assurance provided	Updated documentation submitted once annually	Contract Terms and Conditions 23 & 24	Periodic and annual return spot checks Compliance checks
f)	All delivery chain partner employees working on DFID Contracts fully aware of the DFID reporting concerns mailbox	Updated documentation submitted once annually	Contract Terms & Conditions Clause 48	Periodic and annual return spot checks
	HMG prompt payment policy adhered to by all delivery chain partners	Updated documentation submitted once annually	Contract Terms & conditions 7	HMG spot checks Compliance checks Annual return
4.	Environmental Issues			
a)	1.Steps in place to identify environmental risks (e.g. by maintaining a risk register) Ensuring legislative requirements are being met 2. Formal context specific environmental safeguarding policies in place to ensure legislative requirements are being met	Updated documentation submitted once annually	Contract Terms & Conditions Clause 53 and ToRs	Contract management Periodic and annual return spot checks Compliance checks
b)	Published annual environmental performance reports	Updated documentation submitted once annually	Contracts ToRs	Periodic and annual return spot checks
5.	Terrorism and Security			
а)	Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing	Updated documentation submitted if and when changes identified since tender submittal	Standard Selection Questionnaire (SSQ)	Annual return Spot checks Compliance checks Annual contract review
b)	Certification at or above the level set out in the tender submittal	Updated documentation submitted if changes	Standard Selection Questionnaire (SSQ)	Annual return Compliance checks

		identified since		
۵)		tender submittal		
(c)	Data managed in accordance with DFID Security Policy and systems in accordance with the HMG Cyber Essentials Scheme	Updated documentation submitted if changes identified since tender submittal	Contract T&Cs Clause 32 & 33	Compliance checks
	Best practice global Principles for Digital Development in place	Updated documentation submitted if changes identified since tender submittal	Terms of reference (TORs)	Annual contract review Compliance checks
6.	Safeguarding, Social Responsibility and Human Rights			
a)	Provision of a current internal document demonstrating good practice and assuring compliance with key legislation on international principles on labour and ethical employment	Confirmation of UN Global Compact Membership	Standard Selection Questionnaire	Tender evaluation Annual return Compliance checks
b)	Agreed level of measures in place and cascaded to assure the prevention of actual, attempted or threatened sexual exploitation or abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to DFID funded work. Robust procedures for the reporting of suspected misconduct, illegal acts or failures to investigate in place	Updated documentation submitted once annually	Contract T&Cs Clause 50	Tender evaluation, Compliance checks
с)	Recognition of the ILO standards Membership of Ethical Trading Initiative (ETI)	Membership number		Compliance checks
d)	1.Principles cascaded to employees and delivery chain partners via an internal policy or written outline of good practice service delivery approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1 & 2	Updated documentation submitted annually	Contract T&Cs Clause 50	Annual return Compliance checks
	Number and details of any organisational safeguarding allegations reported	Updated documentation submitted if and when changes identified since tender submittal		Annual checks Compliance checks

3.Level of commitment in relation to the	Updated	Tender evaluation
Contract evident in delivery practices in	documentation	
line with the workplace and community	submitted	Compliance checks
guidance provided in the DFID Supply	annually	
Partner Code of Conduct Annex 2		

Contractual Annual Compliance Declaration

Prior to Contract Award and thereafter on an annual basis at the end of each financial year, the Supply Partner is required to submit a Compliance Declaration in connection with the management of any DFID Contract in place and on behalf of their delivery chain partners. Supply Partners should be aware that spot check compliance monitoring will take place to verify responses.

Supply Partner Compliance Declaration

Key:

Contractual Requirement:

X denotes full compliance 1 required

O denotes reduced compliance level 2, unless otherwise stipulated in contractual Terms of Reference

Compliance Level 1

Supply Partners with an individual contract value of £1m or above, or two or more contracts funded by DFID with a combined value of £5m or above.

Compliance Level 2

Supply Partners with an individual contract value below £1m, or two or more contracts funded by DFID with a value of less than £5m.

Compliance Level 3

Supply Partners with an individual contract value or component of a contract funded by DFID with a value below the EU Threshold. At this level Supply Partners are required to adhere to the overarching Code principles and recognise, mitigate and manage risks but will not be monitored against the contractual KPIs.

	KPI Compliance Area		Partner nce Level	Commentary	CEO Signatory	Signature & date of
	Ki i compilatice Area	1	2	,		signing
1.	VfM and Governance standards					
a)	Evidence of how economic and governance policies work in practice	X	o			
b)	VfM maximisation over contract life 1. Annual confirmation of % profit on	Х	X			
	contract 2. timely identification and resolution of issues	х	х			
	3. ensuring lessons learned are shared	Х	0			
	Tax Declaration (HMRC format)					
c)	Comply with all tax requirements	х	х			
2.	Ethical Behaviour					
a)	Adherence to agreed conflict of interest management procedures	х	х			
b)	Evidence of workforce ethical training updates taking place	х	х			
c)	Confirmation of direct and delivery chain					

			1		1	
	partner compliance with the HMG approval	Х	Х			
	requirements under the Business					
	Appointment Rules.					
d)	Confirmation and full evidence of awareness	Χ	Х			
	of an up to date workforce whistleblowing					
	policy					
e)	Procedures in place and full evidence of	Х	Х			
-	awareness of how, staff involved in DFID					
	funded business, can immediately report all					
	suspicions or allegations of aid diversion,					
	fraud, money laundering or counter terrorism					
	finance to the Counter Fraud and					
	Whistleblowing Unit (CFWU) at					
	reportingconcerns@dfid.gov.uk or on					
	+44(0)1355 843747					
	(1)					
f)	HMG Business appointment rules followed -	Х	Х			
''	Conflict of Interest(COI) declarations made					
	for direct or delivery chain staff members					
	proposed to work on DFID funded business if					
	employed by DFID or the Crown in the					
	preceding two years.					
	processing two years.					
3.	Transparency and Delivery Chain					
	Management					
	<u></u>					
a)	Supply Partner and delivery chain partners	Х	0			
	IATI compliant					
b)	Provision of up to date and accurate records					
",	of all delivery chain Supply Partners provided	Х	0			
	within the required frequencies, including	,,				
	annual contractual spend on SME's, women					
	owned businesses and modern					
	apprenticeships in place					
c)	Verification that policies and practices for the					
''	management of delivery chain Supply					
	Partners are aligned to the DFID Supply	Х	0			
	Partner Code of Conduct i.e. by	^				
	demonstrating delivery chain governance					
	arrangements in place					
d)	Assurance there has been no change to					
'	previous statements provided in relation to	Х	Х			
	tax evasion, bribery, corruption and fraud	^				
	tan crasion, sincery, corraption and made					
e)	Confirmation that all delivery chain Supply					
	Partners' employees working on DFID	Х	Х			
	Contracts are fully aware of the DFID external	,				
	website reportingconcerns mailbox					
f)	Confirmation of adherence to HMG prompt					
	payment policy with all their delivery chain	Х	0			
	Supply Partners	^				
4.	Environmental Issues					
	Entrioninental issues					
a)	Environmental risks identified (e.g. by					
۵,	maintaining a risk register) with formal	Х	0			
	context specific environmental safeguarding	^				
	policies in place					
ы	Annual published environmental performance					
b)	Amidai published environmental performance		L	1		

			1	T	T I
	reports	Х	0		
5.	Terrorism and Security				
a)	Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing	Х	х		
b)	No engaged employees or delivery chain partner personnel appears on the Home Office Prescribed Terrorist Organisations List	X	х		
c)	Data is managed in accordance with DFID security policy and systems are in accordance with the HMG cyber essentials scheme	Х	х		
d)	Adherence to the best practice global principles for digital development	Х	0		
6.	Safeguarding, Social Responsibility and Human Rights				
а)	Provision of a document demonstrating current organisational good practice and assuring compliance with key legislation on international principles on labour and ethical employment (to include Modern Day Slavery Act 2015 compliance detail)	Х	0		
	Organisational procedures in place directly, and within the delivery chain:				
b)	1.To prevent actual, attempted or threatened sexual exploitation and abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any	X	Х		
	activities relating to DFID funded work 2. For reporting suspected misconduct, illegal acts or failures to investigate actual attempted or threatened sexual exploitation or abuse	Х	x		
c)	Current membership of UN Global Compact	Х	0		
	Current membership of ETI	0	0		
d)	1.Evidence of cascade to employees of an internal policy or written outline of good practice service delivery approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1&2 demonstrating an appropriate level of commitment in relation to the Contract	Х	О		
	2. Numbers and details of organisational safeguarding allegations reported	Х	Х		
	3. Examples of delivery practice that demonstrate commitments in line with	Х	0		

workplace and community in line with UN Global Compact Principles 1 & 2 (Annex 2)			

UN Global Compact - Human Rights

Principle 1: businesses should support and respect the protection of internationally proclaimed Human Rights

Principle 2: businesses should ensure they are not complicit in Human Rights abuse

Organisations should do this by giving attention to vulnerable groups including women, children, people with disabilities, indigenous groups, migrant workers and older people.

Organisations should comply with all laws, honouring international standards and giving particular consideration to high risk areas with weak governance.

Examples of how suppliers and partners should do this are set out below:

In the workplace

- by providing safe and healthy working conditions
- by guaranteeing freedom of association
- by ensuring non-discrimination in personnel practices
- by ensuring that they do not use directly or indirectly forced labour or child labour
- by providing access to basic health, education and housing for the workers and their families, if these are not provided elsewhere
- by having an affirmative action programme to hire victims of domestic violence
- by making reasonable accommodations for all employees' religious observance and practices

In the community

- by preventing the forcible displacement of individuals, groups or communities
- by working to protect the economic livelihood of local communities
- by contributing to the public debate. Companies interact with all levels of government in the countries where they operate. They therefore have the right and responsibility to express their views on matters that affect their operations, employees, customers and the communities of which they are a part
- through differential pricing or small product packages create new markets that also enable the poor to gain access to goods and services that they otherwise could not afford
- by fostering opportunities for girls to be educated to empower them and also helps a company to have a broader and more skilled pool of workers in the future, and
- perhaps most importantly, a successful business which provides decent work, produces quality goods or services that improve lives, especially for the poor or other vulnerable groups, is an important contribution to sustainable development, including human rights
- If companies use security services to protect their operations, they must ensure that existing international guidelines and standards for the use of force are respected

PO 8338 Terms of Reference LINKS – Powering Economic Growth in Northern Nigeria

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List of Acronyms

CDC	Centre for Development Cooperation
DfID	Department for International Development
DIT	Department for International Trade
DPM	Deputy Programme Manager
EME	Early Market Engagement
FCO	Foreign and Commonwealth Office
FRILIA	Framework for Responsible and Inclusive Land Intensive
	Agricultural Investments
FTE	Full Time Employment
GEMS	Growth and Employment in State Programmes
IATI	International Aid Transparency Initiative
ICT	Information and Communication Technology
IFC	International Finance Corporation
IGR	Internally Generated Revenue
M&E	Monitoring and Evaluation
MSME	Micro, small and medium-sized enterprises
M4P	Making Markets Work for the Poor
ODA	Official Development Assistance
PCR	Project Completion Review
PMU	Programme Management Unit
PO	Programme Officer
SRO	Senior Responsible Owner
TPM	Third Party Monitoring
ToC	Theory of Change
ToRs	Terms of Reference
VCs	Value Chains
VFM	Value for Money

1. Introduction

- 1.1. This document comprises the Terms of Reference (ToRs) for the implementation of a new flagship Economic Development programme LINKS in Nigeria which has been procured by the UK Department for International Development (DfID).
- 1.2. LINKS will support development of a vibrant and diversified economy in the three key northern Nigerian states of Kano, Kaduna and Jigawa, with these collectively acting as a powerful engine of northern economic growth. Benefits will be both for the states themselves, while also creating real market opportunities for the wider north, counterbalancing the wealth and investment that is currently primarily found in Lagos and the South. LINKS will raise the incomes of at least 3,000,000 people in northern Nigeria, also supporting the creation of 100,000 full time equivalent jobs, and contributing to a 15% rise in potentially taxable private sector revenues. Within these higher-level targets, there are specific sub-targets for women and people living with disability. This will both reduce poverty and directly mitigate the pressures driving conflict, instability, and migration, also reducing the long-term requirement for aid.
- 1.3. The programme will focus on the development of high potential pro-poor value chains, selected during a detailed project preparation study, supporting them to become productive, competitive and attractive for investment at every level. Although retaining an element of high level technical assistance (TA) to strengthen the long-term capability of the different tiers of Nigerian Government to reform, this TA will be highly targeted, with a strong emphasis on practical action with tangible impacts for beneficiaries. The front-line components of LINKS activity will, for a range of high potential value chains, be (1) investment promotion and facilitation and (2) private sector innovations that increase their competitiveness, productivity and transformational economic inclusivity. Two further supporting components will address (3) business environment challenges impacting the investments and innovations, and (4) Monitoring and Evaluation (M&E).
- 1.4. These ToRs relates to a programme with a value of up to £67.55 million over a seven-year period. By September 2026, this will result in:
 - (i) Raising the incomes of 3 million people, of which 70% will be the poor, and 40% will be women.
 - (ii) Supporting the creation of 100,000 full time equivalent jobs, of which 40% will be for women, and 6% will be for those living with disability.
 - (iii) Increasing the number of formalized workers and firms, thus contributing to the raising of *potentially* taxable private sector revenue by 15%

These targets will be distributed as follows: 40% Kaduna, 40% Kano, 20% Jigawa. These targets constitute the technical minimum requirements which have been tendered upon. See section 10 for further information.

1.5. The LINKS programme builds on previously successful GEMS initiatives supported by DfID. GEMS consisted of 4 sub-programmes that utilized a Making Markets Work for the Poor (M4P) approach to raising incomes and creating jobs across several sectors and in the wider business environment. GEMS1 worked with the meat and leather sectors, GEMS2 the construction sector, GEMS4 with Wholesale Retail, and GEMS3 the business environment (with a specific focus on land, tax and investment). By its close GEMS had raised the incomes of over 2 million people, and supported the creation of over 30,000 jobs. Comprehensive

GEMS closing reports and supporting documentation are available via the DfID Early Market Engagement (EME) portal for LINKS.

2. Objective

- 2.1 The overarching objective of the programme is to support job creation and income raising for the poor, women and those living with disability, in the three northern Nigerian states of Kaduna, Kano and Jigawa.
- 2.2 A secondary objective is to increase the formalization of jobs and firms, thus raising the level of potentially taxable private sector revenue in the three states, as part of a wider theory of change aimed at reducing long term dependence on aid.

3. Programme Context, Budget and Timeframe

- 3.1 DfID is contracting the delivery of the LINKS programme. The initial value of this 7-year contract is up to £67.55 million (inclusive of all applicable local government taxes and exclusive of UK VAT). DfID will have an option to increase or decrease the scale of the programme. for a period of up to 3 years, with a maximum additional budget of £30 million.
 - **Note:** DfID programmes are not automatically tax exempt and therefore the Supplier may be liable to pay tax in respective countries of operation. Tax liabilities has been taken into consideration in the commercial proposal.
- 3.2 DfID has awarded a contract to a single economic operator who will be responsible for delivering these Terms of Reference (ToRs). The contract should commence by September 2019 and will run until September 2026. The contract will consist of three Phases (i) Inception, (ii) Implementation and (iii) Closure and Learning.
 - (i) The Inception Phase will last for a maximum of 3 months, during which the Supplier (including any members of its group, and sub-contractors on whom it relies for the delivery of the contract) will be asked to absorb lessons from the GEMS programmes. During the inception/mobilisation phase there will be a process of defining further activities and each of the logframe indicators will be refined.
 - (ii) The Implementation Phase is planned to start immediately upon satisfactory completion of the Inception Phase and will last for 78 months.
 - (iii) The Closure and Learning phase will take place during the final 3 months of the contract, from July 2026 to September 2026. The Supplier should aim to submit final results for the Project Completion Review (PCR) scheduled provisionally for July 2026. A responsible close down/exit will be required although the Supplier should be prepared to retain flexibility for scale up and expansion after this point if required. This will be reviewed between DfID and the Supplier during the programme cycle / mid-term point to allow for timely planning and implementation of close down or extension. A formal high-quality programme final report will be required, documenting overall programme results, breakdown of costs and delivery and lessons learned.

3.3 The Supplier will work initially in the three northern Nigerian states of Kano, Kaduna and Jigawa, although offices / programme hubs will be required in Abuja and Lagos due to the nature of the programme. For example, both Lagos and Abuja are centres of innovation, Lagos is the key location for the majority of investment sector stakeholders, and Abuja is necessary for close engagement with both DfID and the Federal Government in relation to Federal level reforms.

4. The Recipient

- 4.1 The recipients of this service will be the private sector, investors and both state and federal level ministries, departments and agencies, for the benefit of the populations with which they do business, draw employees or provide services.
- 4.2 LINKS is however primarily a business focused programme. Within 3 key states of northern Nigeria it will help existing firms to grow, encourage external firms to expand into the states, and support new firms to become established. These firms will be:
 - (iv) Manufacturing / productive / supply chain enterprises operating within a range of high potential value chains (see annex 1)
 - (v) Firms offering supporting products and services to productive enterprises along and across these value chains
 - (vi) Firms introducing innovations that raise competitiveness along and across multiple value chains.

5. Scope of Work

- 5.1 The Supplier will provide day-to-day management of the programme, including intervention development and implementation through the programme budget, financial and fiduciary risk management, managing downstream partners and their related due diligence, risk management, internal M&E and logistical and administrative duties.
- 5.2 The Supplier will be directly responsible for the delivery of two main and two supporting components: Main Component 1 (Investment), Main Component 2 (Innovation), Supporting Component 3 (Business Environment), Supporting Component 4 (Internal Monitoring and Evaluation).

5.3 It will do this by: -

- 5.3.1 Facilitating private sector / commercial investment and finance into productive enterprises towards direct job creating activities in the focal businesses themselves, as well as indirect job and income raising opportunities in associated value chains (for example supply chain opportunities for farmers and small businesses to supply new or expanding larger off-take businesses receiving investment and finance, of mutual benefit to both suppliers and off-takers).
- 5.3.2 Scanning for, identifying, piloting and scaling transformational innovations that will impact both along and across value chains, raising the incomes of significant numbers of the poor, while making the value

chains as a whole more competitive and more attractive to investment and finance (for example, commercially viable innovations that solve, reduce, unblock or allow businesses to legitimately circumvent constraints, in a way that positively impacts very large numbers of the poor or innovations that allow large numbers of businesses, including farmers, to take up new opportunities, grow and sustain viability).

- 5.3.3 Encouraging beneficiary enterprises to formalise both themselves as corporate entities, and their employees in formal jobs, towards making more private sector derived revenue (for example corporate profits and formal wages) potentially available to be taxed.
- 5.3.4 LINKS has collaboration hard wired into the design, including the title. Leveraging the strengths of other development partners towards LINKS objectives will be a specific requirement of the service provider.

6. Technical Requirements

- 6.1 LINKS will be implemented within a framework of two high level components (Component 1 Investment, and Component 2 Innovation). These will be supported by two further components (Component 3 Business Environment and Component 4 Monitoring & Evaluation).
- 6.2 A 3-month inception period is envisaged as significant preparatory / prior relevant work has been done. LINKS will build on GEMS, and a library of GEMS closing documents can be found via the following link:

https://drive.google.com/drive/folders/1TAo_K5yxXVU52D2NqTfG_6oqFkEaPR 0

- 6.3 To assist with this, a proposed shortlist of starting value chains (Annex 1) has been provided for LINKS. This list was the result of a major joint DfID / World Bank LINKS scoping study conducted in partnership with a wide range of development partners in Nigeria. The full study report can also be accessed via the link above.
- 6.4 Nigeria has a rapidly changing private sector context. Over the life of LINKS, in order to capitalize on emerging new opportunities, new value chains of high potential or need can be added and diminishing value chains dropped. The starting list of value chains (Annex 1) is advisory, and the Supplier has suggested and justified alternative starting value chains in their proposals.
- 6.5 For example, by its close, some-time after the scoping value chain study, GEMS had additionally demonstrated potential for investment in waste management. Increasing attention was also being paid to the affordable housing market by several major stakeholders. Both of these are recommended as possible starting value chains due to their potential for urban jobs, attracting investment and solving social issues. Supporting services to small ruminant production, which have complementarities with poultry production, were also showing promise as targets for smaller ticket investment and finance as replicable business models. It is also likely that interventions that increase the commercializing of agriculture will need a balancing focus on evolving opportunities for pastoralists.

6.6 The most significant LINKS impact opportunities might occur where the above list overlaps, for example renewable / off grid energy innovation and investment that supports critical power functions in other value chains, or ICT apps that transform ways of doing business in agricultural value chains. And then where these innovations attract investment both into themselves and the wider value chain.

6.7 Theory of Change

- 6.7.1 Northern Nigeria has a rapidly growing population, and very high levels of poverty. Whilst a large number of these poor are rural, urbanisation and the number of urban poor are increasing rapidly. To address this poverty, and to mitigate against the instability that can result from limited economic opportunities, northern Nigeria needs to sustainably increase incomes or create jobs for millions of people. In order to achieve this, the north needs more firms, growing firms and larger firms to create the jobs, and firms that provide higher income opportunities for millions of the poor through participation in supply chain opportunities.
- 6.7.2 In order for firms to either grow or establish themselves in the north, they require market / investment intelligence on the opportunities, access to finance or investment capital to take up the opportunities, and facilitation assistance to make these investments a reality, in a way that benefits but does not harm the poor. Innovations that make the value chains and markets in which these firms operate more competitive and productive will in turn make core value chain investment and finance easier, more viable, less risky and more attractive. These innovations themselves will require support to prove viability and then to attract their own scale up investment and finance.
- 6.7.3 Across a range of high potential value chains (Annex 1), LINKS will therefore offer comprehensive support to (see Annex 4);
 - (i) Facilitating value chain investment into or by firms with a high potential for job creation and / or supply chain income raising opportunities for the poor, and;
 - (ii) Identifying and testing intra or cross-value chain innovations that are potentially transformational in terms of raised incomes for the poor, and subsequently facilitating scale up investment into innovations that prove successful.
- 6.7.4 This increased depth and intensity of private sector activity will increase the levels of potentially taxable private sector revenues, especially through formalizing jobs and growth. In parallel with tax system reform and strengthening being facilitated by other development programmes, this should raise the level of internally generated revenue (IGR) available to state and federal governments for spending on public services and public / economic good infrastructure, including future non-donor funded investment promotion and innovation supporting activities.
- 6.7.5 Capacity will be built within key relevant institutions, such as investment promotion agencies, so that their effectiveness to undertake LINKS role in future, either under existing resource constraints or with additional

- resources arising from raised IGR, will be significantly enhanced. Private sector entities that can ultimately replace LINKS functions in the market will also be supported to develop their capacity and offer.
- 6.7.6 Impact will therefore be jobs created and incomes raised, with the activities to achieve this undertaken through investment promotion and facilitation and support to innovations. The contribution to IGR and public / private capacity building will mean that LINKS gradually reduces or removes the need for similar donor support in future.
- 6.7.7 See Annex 6 for a table setting out impact, outcomes, and outputs, alongside a proposed basket of implementation instruments that might be employed towards achievement of programme objectives. to the Supplier has proposed innovative mixes of these or other instruments within their proposals (this has been assessed under Criteria Identifiers T3, T4 and T6, as outlined in Volume 2 of this ICPN).
- 6.8 Programme components DfID require the Supplier to manage and deliver on all four of the programme components detailed below. This includes indicative percentage budget value ranges by component parts of the LINKS programme. The Supplier will consider their own delivery models and costs to achieve results.
 - **6.8.1 Component 1: Investment** (*Projected 40% of spend. Movements of budget from one component to the others will be accepted, subject to the agreement of DfID's Senior Responsible Owner (SRO))*
 - (i) Investment intelligence Enhancing the quality and quantity of investment and market intelligence available to support decision making by investors, firms, financial institutions, investment promotion agencies and other key investment actors.
 - (ii) Financial flows Strengthening existing processes while supporting innovations in the channels by which investment funds and finance flow between source and target investment. For example, innovative diaspora platforms matching those with funds and those requiring funds.
 - (iii) Investment promotion Supporting both broader state or sectoral investment promotion activities as well as specific transactional support to package and promote specific investment opportunities. For example, supporting development of franchise models for expanding businesses, or promotion support to specific large-scale agribusiness investments.
 - (iv) Investment facilitation Handholding investment transaction partners through the process of actualising the intended investment outcome. For example, facilitating public and private sector interactions with traditional land and natural resource rights holders, in accordance with global best practice.
 - **6.8.2 Component 2: Innovation** (*Projected 30%* of spend. Movements of budget from one component to the others will be accepted, subject to the agreement of DfID's SRO)
 - (i) Innovation intelligence Local, national and global scanning for transformational private sector innovations that will impact both along and across value chains, raising the incomes of significant numbers of the poor, while making the value chains as a whole more

- competitive and more attractive to investment and finance. For example, transaction cost innovations that significantly reduce the cost of supply, purchase and service provision engagement with hard to reach farmers and micro-businesses. Innovations might include new business models, technology, services, systems, logistics, financial flows, marketing, procurement, human resources and training, knowledge and communications, utility provision, commercial property etc.
- (ii) Innovation testing Supporting the private sector to test, adapt and demonstrate innovations from (i) within the three focal states
- (iii) Innovation scale-up Supporting private sector innovation partners to develop and implement large scale expansion of proven innovations, through helping them to plan expansion and to attract investment and finance.
- **6.8.3 Component 3: Investment and innovation business environment** (*Projected 18% of spend. Movements of budget from one component to the others will be accepted, subject to the agreement of DfID's SRO)*
 - (i) Investment related land, resources and infrastructure Supporting the 3 state governments (and federal ministries, departments and agencies where relevant) to introduce and implement recognized global best practice around investor / community / resource user interactions. For example, rural or urban land rights issues in relation to proposed commercial investment. High level technical assistance to the planning of investment related infrastructure.
 - (ii) Investment and innovation related business environment Identification and addressing of specific business environment (regulatory etc.) issues that are limiting innovation or investment in specific pro-poor commercial activities, while maintaining regulatory protection of the public, especially the poor.
 - (iii) Investment promotion agencies Developing the capacity and resources of both state and federal investment promotion agencies to undertake LINKS type activities effectively beyond the programme, both to the benefit of the focal states, and as a powerful demonstration to other states, possibly through the use of private sector service providers fully or in part financed by investors.
 - (iv) Enterprise formalization (private sector motivation and public sector processes) Encouraging the formalisation of LINKS beneficiary commercial entities, for example through formalising jobs into the PAYE system, and formalising the businesses themselves towards compliance with tax and licensing registration requirements.
- **6.8.4 Component 4. Monitoring, evaluation, learning and information** (Projected 7.5% of spend. Movements of budget from one component to the others will be accepted, subject to the agreement of DfID's SRO) see annex 2 for more details
 - (i) The Supplier will be responsible for all M&E activities, from initial baseline data collection and analysis through to project closing results. Job and income measurement and reporting will be expected to adhere to DCED standards (Annex 15), or an alternative globally recognised standard to be agreed in advance with DFID. However, DfID is engaging an independent results validation contractor which will be responsible for verifying the key results indicator numbers put forward by the Supplier against the logframe and PBR targets. The Supplier will be expected to provide

- support to the contractor to facilitate their work, for example by providing key contact details, access to investors and stakeholders, geographic locations of areas worked in, and delivering up other information that it holds.
- (ii) The independent results validation will take place annually ahead of the Annual Review, allowing the Annual Review team to focus more on technical matters, and enabling the programme to course-correct if necessary, such as decisions to scale up, scale down or discontinue funding for components, as well as changing the focus of interventions. The independent validators will not be formally commenting on or advising programme direction (although they may make useful observations / suggestions). This validation will allow annual reviews to focus more on steering and technical matters. The validator's ToRs will reflect this strict validation role, with all other M&E to be undertaken by the Supplier.
- (iii) In addition to following best practice M&E project functions and activities in order to fulfil reporting requirements, M&E activities by the Supplier will include:
 - Information, data and intelligence compilation and dissemination function adhere to the principles of the 'squeeze every drop' M&E policy as set out in annex 3. Working closely with the investment and innovation intelligence subcomponents, the Component 4 team will compile and disseminate programme data and learning to generate outputs for the private sector and beneficiaries, as well as other stakeholders. They will also contribute to the capacity building of investment promotion agencies with regard to information and intelligence management, and support collation of systematic relevant state and sector information for investors
 - Synthesise information into analytical and information products suitable for dissemination and stakeholder engagement with different audiences as required: private sector, public sector, donors and others.
 - Proactive communication to all relevant stakeholders identified in the knowledge management and communications strategy
 - Conduct research to cover knowledge gaps. This is likely to include, among other areas, analysis of the case for entering new sectors.
 - Share all information, outputs and contacts generated through the programme with DfID and any parties identified by DfID as requested. One exception to this is that some market and other studies undertaken for investors and work with investees may need to be treated as commercially sensitive information and not generally shared outside of the contractor and DfID except under a confidentiality agreement.
 - Provide information required by the International Aid Transparency Initiative.
 - Respond promptly to audits and enquiries whether originating from DfID's own internal auditors or financial/press staff, UK Parliament or related entities such as the International Development Committee, Independent Commission for Aid Impact, National Audit Office or questions to UK Members of Parliament.

6.9 All 4 components are inextricably linked. The innovations support attracting investment, and require investment themselves. The business environment component is there to respond to business environment issues that arise that are directly linked to or impacting the investment and innovation components. Finally, the M&E component will collect data / intelligence from across the 3 other components, both for DfID and programme uses, but also to create useful information products that can themselves help attract investment, support innovation etc. For this reason, the LINKS contract is not broken into lots, as this would significantly reduce the coordination between the components. Especially for the innovation and investment components, LINKS is intended to be an entrepreneurial, opportunistic, flexible and adaptive programme. The Nigerian innovation and investment context is constantly changing. By definition innovation is to some extent unexpected, and investment opportunities, investors and investable companies may appear at short notice but offering huge impact result potential. For this reason, the components are not rigidly partitioned from a financial perspective, and, upon DfID request, or with DfID prior approval, the Supplier could adjust spend profile between components. DFID may also request adjustments to the spend profile where such an adjustment relates to a LINKS opportunity of particular interest or alignment to DfID priorities, or DfID's interest in a specific LINKS component increases or reduces (for example where dramatically greater impact potential becomes recognized in a component as the programme progresses).

6.10 Additional Implementation Requirements

- 6.10.1 This programme is dependent on a strong understanding of local political economy and will require the existence or development of extensive in-country networks (e.g. contacts with government, the private sector, innovation related stakeholders such as universities and innovation hubs, and within the investment community, both in Nigeria and globally.
- 6.10.2 Due to the fundamental importance and sensitivity of land and other natural resource issues in relation to investment, it is anticipated that LINKS will maintain a dedicated land and environmental / social safeguards team working on these issues.
- 6.10.3 Organisations will be expected to establish a permanent presence in the focal states of Nigeria and other key locations such as Lagos (due to its commercial importance) and Abuja (due to its political and development partner importance).
- 6.10.4 Capacity building of partnership organisations will be a key requirement of this programme to enable long-term impact. The Supplier has demonstrated their experience in this area as part of the tender process accordingly. In particular, focus has been given to gender and disability-specific technical needs.

6.11 Do No Harm

6.11.1 DfID requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with DfID suppliers and programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.

- 6.11.2 The programme is targeting a highly sensitive area of work. The Supplier has demonstrated a sound understanding of the ethics in working in this area and applying these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the design of interventions including research and programme evaluations should recognise and mitigate the risk of negative consequence for women, children and other vulnerable groups. The Supplier has included a statement that they have duty of care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to DfID.
- 6.11.3 A commitment to the ethical design and delivery of evaluations including the duty of care to informants, other programme stakeholders and their own staff has been demonstrated. This has been assessed under Criteria Identifiers T3 and T7.
- 6.11.4 DfID does not envisage the necessity to conduct any environmental impact assessment for the implementation of the issue based programme. However, it is important to adhere to principles of "Do No Harm" to the environment, as requested in question 8.6a 'Organisational Policies and Procedures' of the Standard Selection Questionnaire and as highlighted in section 6.11 of this document.
- 6.11.5 Strategies for mitigating negative impact on vulnerable populations (safeguarding), with specific and detailed reference to use of land technical assistance to both facilitate investment and mitigate potential conflict arising from investment related resource rights and use. (This has been assessed as part of ICPN Volume 2, award criteria T3)
- 6.12 General Data Protection Regulations (GDPR)
 - 6.12.1 Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Appendix A and the standard clause 33 in section 2 of the contract.

7. Oversight Requirements

7.1 Governance

- 7.1.1 There will be a technical advisory group that supports the programme in identifying opportunities, especially in the area of leveraging other donor, commercial or public sector activities, towards maximizing LINKS impact. This will be made up of high level stakeholders representative of both the investment and innovation ecosystem in Nigeria. This group will not form a part of the formal supervisory and governance arrangements. See Annex 5 for further details.
- 7.1.2 Formal responsibility for programme direction and results will lie with the Supplier, under oversight and approval supervision of the SRO and assigned DfID programme staff (also referred to as DFID LINKS team).

- 7.1.3 The Supplier has factored the organisational and logistical costs of the steering group, and their own participation in it, in their bid.
- 7.1.4 Views of beneficiaries collected by implementing partners and through third party monitoring will be considered in governance decisions.
- 7.1.5 As stated in section 8.8, DfID will hold fortnightly progress meetings with the contractor/consortium to oversee overall implementation and progress. This will comprise the core DfID programme team and the Supplier/consortium. It will review progress towards delivery of outputs, the budget, results achieved, forecasts and risk mitigation.
- 7.1.6 The Supplier will be responsible for facilitating and providing logistical support to the technical advisory group.

7.2 DfID co-ordination

- 7.2.1 DfID LINKS Team (SRO, Programme Officer and Deputy Programme Manager) will also have the day-to-day oversight and management of the Supplier. The main contact for the contract will be the SRO based in Abuja, Nigeria.
- 7.2.2 LINKS will be led by a Senior Responsible Owner based in Nigeria. SROs are the named individual with overall responsibility for ensuring that the programme delivers the agreed outputs and outcomes, ensuring compliance with DfID Smart Rules, and providing direction to the core programme team and the implementers.
- 7.2.3 Alongside the SRO the DfID core programme team will comprise:
 - (i) One programme officer (0.5 Full Time Employment each) who will be responsible for sound financial management throughout the life cycle of the programme, management of the funding agreements with the consortium and the independent verification body, timely monitoring and lesson learning
 - (ii) One Deputy programme manager (0.5 FTE) who will be responsible for oversight and challenge of programme management
 - (iii) Commercial support through the Commercial Delivery Manager and PCD Contract Officer

7.3 Collaboration, partnerships and sustainability

- 7.3.1 Based on learning from the multiple supplier GEMS, a single supplier or consortium will deliver LINKS. However, in order to deliver key activities under the programme the Supplier will to partner or subcontract with Nigerian service providers (private companies offering relevant services on a commercial basis, NGOs, small and medium businesses etc.).
- 7.3.2 To ensure sustainability, a decision tree process (Annex 7), and oversight structures will be in place to minimize market distortions and maximize the chances of critical LINKS market functions being sustained after the programme ends. Delivery relationships will both be used to implement the programme, and as a capacity building output in

their own right. For example in gathering market / value chain research and intelligence for investors, LINKS should seek to use and develop local agencies both for the immediate task, and to prepare them to offer this service commercially later. (This has been assessed as part of ICPN Volume 2, criteria identifier T6)

- 7.3.3 It is important to DfID that its investments lead to sustainable capacity and funding streams for Nigerian business services in the future. Sustainability is also driven by efforts to deliver services in a low-cost way that ensures government or other providers can 'take on' services. This might include use of renewable energy sources, hiring and building capacity of local staff, using local transport and systems for service delivery and other low cost effective sustainable delivery channels.
- 7.3.4 Whilst service provision is likely to be delivered largely through private sector actors in this programme, there is the expectation that this will include some private sector to public sector capacity building, and promote local indigenous, small scale private sector initiatives. Overall the Supplier has thought of local sustainability and a reduction in reliance on donor funding from the outset as a principle of programme design.
- 7.3.5 The name LINKS was chosen as LINKS has collaboration hard wired in to its design. To maximise impact, LINKS will identify leveraging opportunities (for example with other development partners) wherever possible, as it will be overextended if for example it attempts to do or organise large scale front line agricultural extension or skills training itself. It should look for partners where this is needed, for example in relation to specific investment or innovation opportunities.
- 7.3.6 Significant engagement with state and federal investment and export promotion agencies will be expected. Engagement by the Supplier at all levels of Government and other donors needs to be closely coordinated with DfID. DfID will lead engagement where politicians are involved or on politically sensitive matters.
- 7.3.7 DfID has extensive country programming. The Supplier will be responsible for coordinating and aligning with the relevant DfID programmes and staff and maximising synergies with these programmes and other donor programmes and ensuring LINKS does not duplicate.
- 7.3.8 DfID will expect the Supplier to engage with Commonwealth Development Corporation (CDC), International Finance Corporation (IFC), the Private Infrastructure Development Group, and other similar institutions to share market knowledge / intelligence and encourage them, as well as other investors, to invest (and otherwise support investment).
- 7.3.9 The programme will also collaborate with donor/multilateral programmes in country where leveraging opportunities exist for greater impact.

- 7.3.10 In addition, with the support of DfID, the programme will work closely with other UK government departments such as the Department of International Trade (DIT) and the Foreign and Commonwealth Office (FCO) on the implementation of LINKS. LINKS may sometimes act as a point of first contact for international, including UK investors.
- 7.4 A strong emphasis will be placed on the programme being managed in a flexible and adaptive manner. The Supplier has indicated their experience with iterative and adaptive approaches to programme management, and also outline how LINKS could be delivered employing such approaches.

8. Contract Management Requirements

8.1 Contract award

- 8.1.1 DfID has awarded a contract to a single economic operator who will be the lead member of a group of economic operators (Supplier). The Supplier will represent and coordinate the other members of a group of economic operators and any other economic operators on which it relies to deliver the different aspects of the programme. The tender has been submitted on behalf of a group of economic operators, and the tender has identified the single economic operator who will contract with DfID. The party with sole contractual obligations towards DfID will be responsible for ensuring the implementation and reporting of all agreed interventions, achievement of results targets, for financial management and full acceptance of financial risks, for carrying out due diligence and risk management of consortia and downstream partners.
- 8.1.2 DfID will also award a separate contract for the external Monitoring and Evaluation Service to a third-party supplier (separately procured). The Supplier will be required to cooperate fully with the external Monitoring and Evaluation Service Provider to facilitate the verification of results and methodologies. However, DfID expects to engage with the individual economic operators engaged in delivery of the programme, and as appropriate with the group of economic operators as a whole in respect of programme implementation, review and learning, and expects to see the programme governance and division of labour aligned to the strengths of different partners. This will be governed as set out in section 7.

8.2 Contractual Review Points

8.2.1 DfID will monitor programme performance through quarterly results reporting in addition to formal annual performance reviews (see section 8.8.4.4 for more details). In addition to the Annual Reviews, the contract will allow for formal review points after the first 3 months (DfID approval of logframe and successful completion of the programme handover/transition process) and, at the end of second programme year (March 2021) based on overall performance. Review points will involve a substantive discussion on performance against targets, KPIs and challenges. DfID reserves the right to terminate the contract at any time if programme performance is not satisfactory.

8.3 Scale up/Extension options

- 8.3.1 DfID may scale up or extend the programme where the programme has been demonstrated to have a strong impact, and has the potential to yield better results.
- 8.3.2 The scaling up or extension may take the following forms:
 - (i) The programme may be extended to additional regions;
 - (ii) The duration of the programme may be extended for a period of up to three years.
 - (iii) Delivering additional outcomes to the underpinned outputs
 - (iv) Delivering additional high-level outputs.

- 8.3.3 The Mid-Term Review point will be used as an opportunity to consider extending the length and value of the contract to deliver additional outcomes that are underpinned by the outputs detailed in these ToRs.
- 8.3.4 Any extension or scale-up shall be subject to a maximum additional budget of £30 million.
- 8.3.5 Any extension will be subject to the agreement of DFID, and sign-off by the Cabinet Office.

8.4 Scale down

- 8.4.1 DfID reserves the right to scale down or discontinue this programme at any point in line with the Terms and Conditions. Scaling down is at DFID's discretion, and may occur for a number of reasons, including but not limited to a change in the security and/or political circumstances of the country; Political Economy Reasons; or shortage of funds.
- 8.4.2 DFID may vary or scale down the contract for Political Economy Reasons. A Political Economy Reason is a change in the situation of the security, government stability, corruption, or delays in key, necessary government engagement in the specific areas in question which are such that they affect the effective delivery in the specific areas (rather than generally) in a way and it is not possible to make a reasonable adjustment to the programme in an appropriate timeframe.

8.5 Variation of Permitted Funding Allocation

- 8.5.1 Indicative funding for the individual components has been set out (sections 6.8). However, LINKS is intended to be flexible, adaptive, entrepreneurial and opportunity driven. If agreed with the SRO following review by the advisory group, component funding allocations may be reassigned. The effectiveness of the allocation to each component will be reviewed on an annual basis, to coincide with the Annual Review, and changes may be agreed where there is a justifiable need to adapt. As such, the Payment by Results (PbR), Key Performance Indicators (KPIs) and Tasking Order mechanisms will be reviewed on an annual basis.
- 8.5.2 Subject to DFID's prior approval in writing, which shall not be unreasonably withheld, the Supplier may vary the Funding Allocation (e.g. the percentage of the funding available under the contract to be allocated to each state and/or component) by amending the then current Components Task Schedules set out in Annexes 12 & 13, in any of the following circumstances:
 - (i) A Force Majeure has occurred;
 - (ii) there is a Political Economy Reason to vary the funding allocation (as defined in section 8.4 above)
- 8.5.3 DFID may vary the Funding Allocation in any of the circumstances in which the Supplier may vary the Funding Allocation or if DFID has evidence of a lack of need for transaction facilitation or strong,

appropriate pressure and evidence from government or businesses for effective spend on Technical assistance.

- 8.5.4 DfID shall give the Supplier no less than 3 months' notice of any change to the Funding Allocation unless:
 - (i) a Force Majeure Event has occurred; or
 - (ii) the parties agree to a shorter notice period, and 4-week notice is given.
- 8.5.5 Tasking order approval LINKS will be partly demand-led (investor/investee needs and TA needs will be determined as the project proceeds) and adaptive. Given this, the Supplier will need approval from DfID (including pricing) on each task. Should approval not be given, the Supplier will not proceed with a task. The approval process will be as follows:
 - (i) DfID will authorise work on each task based on a Tasking order form (see annex 13, template can be improved during inception but is mandatory to use) including the amount of planned expenditure and timing of related payments e.g. whether input or output based and agreement on any issue of attribution directly linked to LINKS impact results. Annex 14 suggests how to relate Tasking orders to Theory of Change (ToC).
 - (ii) Each Tasking order form will be sent to DfID through email. DfID will review and approve each task based on the tasking order form. DfID assessment will also be based on a checklist provided in Annex 9. The agreed tasking order form will then be entered into the aggregated Component Task schedule. A Programme Task Order Summary will also be kept updated in order to follow spend versus budget on a component level. (see annexes 12 and 13)
 - (iii) The tasking order put forward to and agreed with DfID will need to include details of the experts (in line with the job family presented in the contract proformas) to be deployed and their approximate time/days of work, any additional costs e.g. travel as well as a delivery time and timing of payments against deliverables. Where there is an SME involved which cannot reasonably meet the upfront costs of particular aspects of the task, the Supplier can propose alternative financing arrangements for those organisations only. This must be a viable proposal without significant impact on overall value for money for DfID, and may also include proposals for low-value Supplier pre-financing or other innovative financing methods.
 - (iv) When demand-led, each tasking order should adopt a performance-based payment mechanism, as per Supplier's PbR proposal. DflD will review and approve the payment mechanism to be adopted for each tasking order form in the event that the PbR and Key Performance Indicator (KPI) mechanisms defined within the contract require minor adaptation to be reflective of the specific work on the tasking order.
 - (v) DfID will provide reasonable latitude to the Supplier in implementing agreed tasks, especially for technical assistance work-streams, to enable the Supplier to act without needing continual DfID approval. However, no work will start without approval of a tasking order form.

- 8.5.6 There are no pre-identified upper limits on the costs to be incurred in supporting tasking orders. However, such limits will be agreed for each package of support to be provided, prior to support beginning. Additionally, we will expect the overall portfolio of support to be managed in such a way as to ensure overall results are delivered with value for money while managing the risk of individual packages of support not leading to investment or innovation objectives. For the avoidance of doubt, the costs of tasking orders form part of the contract value.
- 8.5.7 Activity constraints The Supplier is allowed to generate additional business with the clients they have supported through the LINKS programme. However, the Supplier will be required to set out into each Tasking Order Form the reasonable steps they will take to ensure there is no conflict of interest in doing so and no double billing (i.e. DfID not billed for work billed elsewhere), either in their strategic choices of sectors/geographies/firm types to focus on, or in the specific support they provide to individual firms.
- 8.5.8 Because of LINKS's demand led and adaptive approach, a phased approach will be taken, allowing future objectives, strategies and workplans to be set and/or stretched in light of regular assessments of value for money performance to date.

8.6 Key Personnel

- 8.6.1 DfID shall be entitled to make changes to the requirements for Key Personnel under the following conditions:
 - (i) a variation to the Funding Allocation has been planned and the Supplier has been given notice;
 - (ii) variations to the States in which the Services will be delivered
 - (iii) following review of the Performance Monitoring Reports at agreed quarterly or Annual Review points.

8.7 Exit strategy

8.7.1 DfID has an approved budget of £67.55 million for the LINKS programme until 2026. Regardless of potential for future costed extensions to the programme or any possible scaling up in the life of the contract, DfID has expected bidders to ensure a responsible exit leading up to the withdrawal of DfID funding at the end of 2026. However, the Supplier has considered that the duration of the programme may be extended for up to three years and/or funding increased to a maximum of £30m for the programme as a whole. Engagement strategies should outline measures to ensure sustainability and hand over to public sector or private sector organisations to ensure sustainability of services into the future. Outcomes where market functions supported or undertaken by LINKS become fully sustainable and delivered in the market without donor or development finance should be the objective across the programme's activities.

8.8 Programme Reporting and Management, KPIs and PbR

- 8.8.1 The Supplier will be responsible for reporting progress and finances to DfID. This includes but is not limited to:
 - i. Fortnightly meetings with DfID LINKS team throughout inception period and at least monthly meetings during implementation phase.
 - ii. Continued access by relevant DfID staff and the results validation contractor to the IT system/mechanism to monitor and track work through a dedicated sharepoint system.
 - iii. Quarterly reports (of maximum 30 A4 pages double-sided) that will be submitted every 20th of the last month of each calendar quarter (i.e March, June, September and December), the first report being due on 20th day of December 2019 and will include updates on: -
 - Activities and Work plan targets
 - Logframe results at an output level
 - o Risk assessments completed including due diligence
 - Implementation of the development impact strategy
 - Developments under the payments by results (PBR) approach
 - Quarterly results against Value for Money indicators
 - o Financials: monitoring of quarterly spend and future budget for next quarter (in the form set out in annex 12).
 - o Progress on Annual Review recommendations
 - Progress on Audit recommendations
 - iv. Annual reports (of maximum 50 A4 pages double-sided) that will be submitted as per the timeline outlined in 8.8.2 and will include updates on:
 - Progress against annual work plan
 - Logframe results at an output and outcome level
 - Progress against Key Performance Indicators
 - Results against Value for Money indicators
 - Partner / beneficiary company due diligence completed
 - o Implementation of the development impact strategy
 - o Financials: annual spend
 - Payment by Results achievements
 - Use made of local subcontractors
 - Use made of small and medium enterprises in delivery
 - Audit recommendations
- 8.8.2 Reporting for LINKS should be aligned with DflD's Annual Review process, with annual reports submitted three months before the Annual Review submission deadline. An Annual Review assesses the progress of a programme and the findings of the review are put into a standardised document which is published. Example Annual Reviews can be found on devtracker.dfid.gov.uk. The provisional schedule of the Annual Reviews will be:

Formal	Annual Review	Report	Supplier	Annual	Report
Submiss	ion Deadline	(DfID	Submission	Deadline	(Supplier's
responsibility)			responsibili	ty)	
1/3/19	(Provisional	internal	N/A		
report)	•				

1/3/20 - Provisional	3 months before Annual Review date		
1/3/21 - Provisional	1/12/20 - Provisional		
1/3/22 - Provisional	1/12/21 - Provisional		
1/3/23 - Provisional	1/12/22 - Provisional		
1/3/24 - Provisional	1/12/23 - Provisional		
1/3/25 - Provisional	1/12/24 - Provisional		
1/3/26 (PCR) - Provisional	1/12/25 (PCR report) -		
	Provisional		

8.8.3 Inception Phase (3 months) reporting and management requirements

- (i) There will only be a short inception phase of 3 months, to be used to establish the teams, offices and physical resources. The programme builds extensively on GEMS and benefits from several LINKS targeted preparation studies, which should allow for swift commencement of technical implementation.
- (ii) The Supplier should submit an inception report (of not more than 50 A4 pages double-sided) to DfID on the 20th of the last month of the inception period which should provide details on achievement of the inception phase deliverables. This should include tables, power points or printouts from electronic systems. DFID will conduct an inception review at the end of the inception period, which will include looking at progress against the draft log frame, assessment of strategy, agreement on implementation work plans and a discussion on future work plan priorities. Progress to the implementation phase will be subject to DfID's approval of the inception phase activities and report. If DFID deems that sufficient progress has not been made, or that the Supplier's performance at Inception Phase has not been satisfactory, DFID may exercise its rights to terminate the contract under clause 41 or clause 42 of the Terms & Conditions.
- (iii) Proposed activities for the inception phase are noted below. This is an important planning stage, although it is recognised that under the flexible and adaptive approach there will need to be changes to the budget as the programme adapts:
 - Getting the core programme team in place and setting up teams to work on LINKS in each of the states of operation.
 - Undertake focal state assessments to validate existing understanding of the problems, challenges, entry points and core assumptions of LINKS.
 - Literature review of prior relevant work. Potential enhancements to sector analytical work already done in focal states (drawing on the extensive analysis that will already have been completed by the time the contractor commences)
 - Identify and develop plan for additional analytical work that will enhance LINKS implementation.
 - Develop a strategic plan for the operation on LINKS including sections on risk management, delivery chain mapping, and value for money and communications.

- Validate logframe Tier 1 Impact requirements to be utilised for Payment by Result mechanism (see paragraph 8.8.4.4 of ToR).
- Develop an implementation strategy and plan for all programme components, including:
 - o Impact on gender, disability and social inclusion issues, as per the programme objectives.
 - Development of an engagement strategy for key public and private sector and investment / innovation related stakeholders.
 - Plans for outreach to partners
 - Institutional assessments to understand partners' gaps
 - Development of a partnership plan that will outline direct and collaborative implementation
 - Development of partners' capacity building plan, including how partnerships can strengthen their work
 - o Plans for working with local sub-contractors
 - Updated due diligence processes, including measures to safeguard against fraud, corruption and abuse of DfID funds.
- Develop indicative 7-year work plan and logframe with high level financial projections for the duration of the programme.
- Develop high level work plans for the first two years.
- Develop indicative quarterly budgets for the first two years.
- Develop realistic partners' ToC, work plan and budgets for Year 1, already indicating commitment towards Official Development Assistance (ODA) targets.
- Establish programme dashboards which will track programme progress in real-time
- Stakeholder mapping including identifying other key international organisations and donors working in each state and areas of their work and drawing up influencing/engagement strategies
- Hold the first Technical Advisory Committee meeting
- Develop and agree M&E structure and processes management, which will include: -
 - Establish internal M&E unit, strategy and manual which will defines results measurement
 - Development of Value for Money Indicators
 - Collect baseline data for future results validation by external M&E supplier
 - Revise tender log frame and agree future programme log frame
- DfID has provided templates for reporting and tracking indicators for payment by results (Annex 8) and tasking order schedule (Annex 13). The inception phase will be used to refine and operationalise these templates.
- Commence reporting on progress according to DfID's quarterly, annual and other requirements.
- Prepare a knowledge management and communications strategy.
- Implement a Share Point system for document sharing and approval purposes with DflD. For audit purposes, and as per clause 14 of DflD Ts&Cs (ICPN Volume 7), DflD will expect the

Supplier to retain all documents for a period of 7 years after the contract end date.

- 8.8.4 Implementation phase reporting and performance management requirements
 - 8.8.4.1 The whole of Annex 6 details a range of possible tools, activities and instruments that might be employed to achieve LINKS objectives. The Supplier is not limited to these instruments and has included innovative new instruments and approaches in their proposals.
 - 8.8.4.2 Additional required activities for the Implementation Phase, which reporting requirements will be developed during inception and reported into the inception report:
 - Ensure that work plans are delivered as planned, e.g. monitoring delivery of inputs, outputs and outcomes and ensuring value for money
 - Review and update of the results framework and work plans at least annually and secure the approval of DfID if there are any variations from the identified indicators and programme results
 - Produce monitoring reports (short quarterly reports and more detailed annual reports) to demonstrate progress against work plans.
 - Contribute to DfID's Annual Review of the programme.
 - Cooperate with and facilitate access for the independent results validation team, including providing access to raw data if required.
 - Review and ensure Value for Money during various stages of the programme implementation, including an assessment of VfM at the end of the programme. VfM must be compatible with DfID global best practice.
 - Maintenance of programme website, sharepoint and dashboards
 - Assist programme partners in preparing regular reports on their progress.
 - Coordination of learning across partners and stakeholders.
 - Publications, such as learning briefs, published, disseminated, and used by partners.
 - Capture and disseminate learning around activities implemented to attain the required gender and disability targets.
 - Presentation of potential partnerships to the Technical Advisory Committee.
 - Initial and ongoing assessment and due diligence of partnerships at least every six months.
 - Manage any subcontracting relationships effectively including contracting, monitoring, supporting and sub-contractors
 - Carry out due diligence assessments of recipients' organisations' financial and management systems, ensure any deficiencies are remedied prior to issuing any funding and provide DfID with a detailed report of issues identified and actions taken

- Maintain financial oversight of programme funds, procurement, and spending and ensure compliance with international best practices in prudent financial management regulations;
- Conduct detailed Political Economy Analyses¹ and review at regular intervals.
- Ensure staff are in place based on the agreed organogram and staffing plan. DfID needs to approve all changes to the core staff and all experts who will work for more than 30 days on the project. This will be done at the contracting stage and during each Tasking Order afterwards. See Section 8.5 above on Tasking Orders.
- Provide updated Delivery Chain Map (ICPN Volume 7, annex 1a) every quarter (template to be agreed with DfID during inception)
- Six monthly updates of the risk register (see Annex 16 for provisional template, final template to be agreed with Dfid during inception).
- Asset Management: The Supplier has described how they will maintain, control and report on assets purchased with DfID funds, mitigating against theft, damage or loss. A detailed asset management plan will be developed within the delivery plan for this programme.
- 8.8.4.3 Financial Management and Reporting To ensure transparency and accountability to the UK taxpayers, an open book methodology will be utilised throughout the entire supply chain. The Supplier will be required to provide full and detailed cost information to DfID; -
 - Adhering to contractual fee rates, costs and budgets with DflD, as per Proformas and the Tasking order model developed in section 8.5.5.
 - Demonstrating that proposed funding is value for money by using benchmarks, cost comparisons and agreeing efficiency saving targets.
 - Adhering to DfID guidelines on expenses spend which may require pre-approval of some/all elements due to reputational risk
 - Checking, verifying and authorising all financial claims, ensuring funds are claimed in accordance with agreed budgets and rules.
 - Disbursement of funds to ensure valid claims are paid within agreed timeframes.
 - Commissioning and sharing with DfID Annual Externally Audited Accounts verifying that all LINKS funds were spent in accordance with the agreed terms of the contract and these TORs.
 - Dealing with ad hoc enquiries relating to the project.
 - Maintenance of full financial records.
 - Verification of payment claims by sub-contracted implementers.
 - Producing quarterly and annual financial returns for LINKS showing amounts spent, broken down into individual projects in

¹ ODI defines as follows: 'Political economy analysis is concerned with the interaction of political and. Economic processes in a society: the distribution of power and wealth between. different groups and individuals, and the processes that create, sustain and transform these relationships over time.'

DfID's financial year period, as per annexes 12 and 13, Annex 13 explains component 1 reporting requirements. The same format will be used for components 2,3 and 4.

- Reports on the Payment by Results element both payments accrued, anticipated and any reimbursements.
- Inform DfID of any variations in programme spend or concerns relating to programme spend.

8.8.4.4 Payment by Results and Key Performance Indicators

8.8.4.4.1 Performance Indicators (see Annex 8 for further details)

The weighting of each of the Tier 1 Impact requirements will be revised on an annual basis, and to reflect the agility and adaptability of the programme delivery profile.

Tier 1 Impact Requirements are the headline reporting impacts. Tier 2 Requirements are the detailed supporting results requirements under each headline indicator. The Supplier has to meet all tier 1 and 2 requirements.

Table 1

l able 1					
KPIs		Weighting	Assessment	PbR Mechanism	Frequency
Tier 1 Headline Impact requirements	Tier 2 Supporting Impact requirements				
PBR 1 – 3m incomes raised by 25%	 *70% of incomes raised for poor, 40% for women Maximum 70% rural or agriculture related incomes, minimum 30% urban non-agriculture related incomes (e.g. urban waste management) 50% urban and 50% rural job creation, to reflect Nigeria approaching 50% of population in urban areas. 50% core vertical value chain function related jobs and incomes (e.g. agro-processing plant with associated farmer supply chain impact), 50% cross cutting multi-value chain innovation related jobs and incomes (e.g. logistics, financial flows, marketing, e-commerce etc.) Minimum 20% of investment jobs and incomes come from replicable micro, small and medium scale models (e.g. franchises). 	45	%age of achievement to the logframe	See Table 2	Yearly for Year 1 then Quarterly
PBR 2 – 100k FTE created	 40% of jobs for women, 6% for people living with disability Maximum 70% rural or agriculture related incomes, minimum 30% urban non-agriculture related incomes (e.g. urban waste management) 50% urban and 50% rural job creation, to reflect Nigeria approaching 50% of population in urban areas. 50% core vertical value chain function related jobs and incomes (e.g. agro-processing plant with associated farmer supply chain impact), 50% cross cutting multi-value chain innovation related jobs and incomes (e.g. logistics, financial flows, marketing, e-commerce etc.) Minimum 20% of investment jobs and incomes comes from replicable micro, small and medium scale models (e.g. franchises). 	35	%age of achievement to the logframe	See Table 2	Yearly for Year 1 then Quarterly
PBR 3 – Rise in taxable private sector revenues by 15%	N/A	20	%age of achievement to the logframe	See Table 2	Yearly for Year 1 then Quarterly
Contract management KPIs					
KPI 1 – Quality and Delivery	This will include all inception and implementation reports.	N/A	Pass/Fail Resubmitted once, if failed again, relevant milestone is not paid	Milestone related amount	Quarterly
KPI 2 – Financial Management	DfID requires monthly financial forecasting, with a permitted variance of a maximum of 3% of the financial amount reported.	N/A	Pass/Fail Resubmitted once, if failed again, relevant milestone is not paid	Milestone related amount	Quarterly
KPI 3 – Personnel	N/A	N/A	Scoring 1 to 4	N/A	Quarterly
KPI 4 - CRM	N/A	N/A	Scoring 1 to 4	N/A	Quarterly
KPI 5 – Continuous improvement & Innovation	N/A	N/A	Scoring 1 to 4	N/A	Quarterly
KPI 6 - CSR	N/A	N/A	Scoring 1 to 4	N/A	Quarterly

Table 2

%age logframe target achievement	Payment		
100%	100%		
80%	80%		
40%	40%		
0%	0%		

At bidding stage, a financial amount has been presented for each of these resultsrelated KPIs, as per the weighting percentage assigned in table 1.

8.8.4.4.2 Payment by Results

A payment by results model will be used for effective implementation of the LINKS programme. Key Performance Indicators (KPIs) will link delivery of targets to an agreed payment schedule. A draft logframe has been presented with the bid and a detailed logframe will be agreed during the contract inception phase and approved by DfID. The logframe will also be updated quarterly during the mobilisation phase. Performance will also be tracked through checking the progress against the logical framework. Annex 10 provides high level logframe targets which have been used for tender proposals.

Payments will be made on a quarterly basis. All, or a proportion of, the payment of programme fees will be linked to delivery of agreed target numbers.

At bidding stage, the Supplier has:

- Made provisions in their commercial proposals to ensure that <u>a minimum</u> of 20% of the Programme Management Unit (PMU), M&E, and extended team costs are to be linked to a successful achievement of PBR1, 2 and 3.
- Made provision in their commercial proposals for a financial amount to be presented for each of these results-related KPIs of PBR1, 2 and 3, as per the weighting percentage assigned in table 1 column 'weighting'.
- KPI 1: Made provision in their commercial proposals for a milestone payment to be associated to each report, which will detail fees and expenses associated to each report. The milestone payment will not be made if the quality of reporting is still not satisfactory after a second submission.
- KPI 2: Made provision in their commercial proposals for a milestone payment to be associated to each financial report, which will detail fees and expenses associated to each financial report. The milestone payment will not be made if the quality of financial reporting is still not satisfactory after the second submission.

With regards to PBR1, 2 & 3, the Supplier agrees to the following:

- i) Expenses will be reimbursed to the Supplier on the basis of actual costs incurred; however, such payment will be, for some categories, capped at the value of expenses as indicated in ICPN Volume 2 section 32.
- ii) Payment of all, or a proportion of PMU, M&E, and extended team fees will be made upon delivery of targets (KPI's). The level of payment linked to delivery of results will not be below 20% of the value of PMU, M&E, and extended team fees. The remainder of fees which are not linked to KPI's (i.e the Payment by Results mechanism) will be reimbursed to the Supplier on the

basis of actual costs incurred; however, such payment will be capped at the value of the remaining fees and up to the contract financial value.

- iii) The Supplier accepts that, across all KPI's which are linked to payment of fees, payments will be made as an exact proportion of the % of targets delivered. For example, if 90% of agreed targets are delivered in time for the relevant milestone, the Supplier will accept 90% of the directly attributable agreed payment.
- iv) The Supplier also accepts that where less than 50% of agreed targets are achieved, the Supplier will accept a maximum of 50% of the directly attributable agreed payment.
- v) Without prejudice to Section 40.1 of the Terms and Conditions of the contract, or any other Default and Termination clause of the Terms and Conditions of contract, if less than 50% of agreed targets are achieved for two consecutive quarters, DFID may require the Supplier to comply with a Rectification Plan Process (as per section 40.2 of the Terms & Conditions).
- vi) Payments of PB1, 2 &3 will be made on a quarterly basis from the results demonstrated by the Supplier. These results will be validated by the independent validator to be appointed by DfID. In case the independent validator concludes that programme reported results are not valid, a negotiation process between the Supplier, the independent validator and DfID, lasting no more than 4 weeks, will take place. Upon these negotiations, if the Supplier has been over-paid based on the adjusted results achieved, this over-payment will be repaid to DfID through the next quarterly invoicing process. If the Supplier has been under-paid based on the adjusted results achieved, the difference between the under-payment and the sums due will be paid by DfID through the next quarterly invoicing process.

With regards to KPI1 & 2, the Supplier has agreed to the following:

- i) Expenses will be reimbursed to the Supplier on the basis of actual costs incurred; however, such payment will be, for some categories, capped at the value of expenses as indicated in ICPN Volume 2 section 32.
- ii) Payments of PB1, 2 &3 will be made on a quarterly basis.
- iii) The Supplier accepts that, across all KPI's which are linked to milestones payment, 100% of the payments will be made when reports are accepted by DfID. If DfID is not satisfied with the first report submission, the Supplier will be requested to submit a revised report within 4 weeks. If upon receipt of these revised reports, DfID is still not satisfied with their quality, the Supplier accepts that, across all KPI's which are linked to milestones payment, 0% of the payments will be made. DFID can terminate the contract with Supplier Default (as per clause 44 of the Terms and Conditions) at any time if it deems that the Supplier's performance is not satisfactory

The remainder of fees which are not linked to KPI's or the Payment by Results mechanism will be reimbursed to the Supplier on the basis of actual costs incurred; however, such payment will be capped at the value of the remaining fees and up to the contract financial value.

8.8.5 Closure and learning phase requirements

An Exit plan will be developed and agreed 12 months prior to closing that will cover exit, continuity and handover strategies for each intervention, including for multiple linked interventions that will require consolidation or coordinated exit. The Exit plan and implementation will be reviewed monthly with DfID's SRO during last 12 months.

Project closure report will need to be provided prior to PCR review commencement. Cooperation with the PCR team will be fundamental.

9. Profile of Consortium

- 9.1 DfID has awarded a contract to a single legal entity, who will be responsible for delivering the full contract. The Supplier has identified a senior representative with whom any contract management issues may be escalated.
- 9.2 The Supplier has provided full details of the supply chain map of all economic operators on whom the supplier relies for delivery of the contract. The supply chain map has included the proportion and volume of spend going to each different party engaged in project delivery. The Supplier takes on full responsibility for conducting adequate due diligence of these economic operators and for sharing the results of this with DfID. They are also responsible for ensuring that the quality of work produced is to the required standards and the risk sits with the Supplier in respect of issues with any other entities to whom work is subcontracted.
- 9.3 It is likely that additional subcontractors, particularly for specialisms or emerging priority areas, will need to be added throughout the life of the 7year programme. The Supplier will be required to demonstrate a robust process for identifying and procuring the best expertise. Subcontractors can only be amended or added with DfID permission and a process should be devised for doing this efficiently during inception phase in order to respond promptly to opportunities or changing priorities.
- 9.4 Where particular specialist advice is required, the Supplier must consult with DfID on the ToRs, form of contract and requirements, and agree these in advance.
- 9.5 Given the complexity of the work and range of activities that will have to be undertaken as part of this contract, it is likely that the Supplier will need to rely on the capacities of other entities to deliver LINKS. For example, investment facilitation will require investment specialists probably from outside the traditional development sector, while the other components will require significantly more traditional development expertise. A tender which involves economic operators from different disciplines has maximised value for money and has enabled the provision of appropriately costed services.
- 9.6 DfID require that the Supplier effectively engages with local partnerships through their contracting arrangements. This is particularly important in the interests of embedding sustainable systems in each country and region, and driving continued value for money. The Supplier has considered involving SMEs/Micro² organisations in the tender. DFID welcomes a partnership which involves SMEs/Micro organisations that otherwise work independently from the Supplier, particularly if the SME/Micro-organisation is currently engaged in delivering services or programmes relevant to this programme. Furthermore, involvement of regional/local based organisations is recommended in order to ensure local and contextual understanding and

² The Companies' Act SME definition requires that two out of three characteristics are met – turnover (less than £25m), employees (less than 250), and gross assets (less than £12.5m).

expertise as well as to support the wider market development of organisations in Africa for longer term sustainability.

9.7 Programme Management Unit Team / Core Team (worksheet 2.4a of ICPN volume 5.1)

9.7.1. Scope of Work

- Plan, budget and oversee implementation of all TA activities in line with strategy, workplan, task orders and review / audit recommendations.
- Support the day to day delivery of the programme.
- All administrative tasks including supplier management, accommodation, logistic etc
- Ensure robust programme governance that adheres to all DFID programme relevant corporate requirements.
- Financial management, accounting and coordinating deliverables (quarterly/ annual progress report, quarterly/annual financial reports, monthly projections, forecasting etc)
- Update Task orders and manage recruitment processes.
- Facilitate and promote communication and messaging including stakeholder engagement, knowledge management and lesson learning.
- Maintain accessible and engaged relationship / coordination with DFID
- Facilitate regular key meetings on behalf of the programme.
- Make DFID aware of risk, managing and escalating.
- Manage programme databases and ensure compliance with data protection legislation and best practice which follow DFID requirements.
- 9.7.2. Core Team Composition The Supplier's core team composition has been proposed by the Supplier. The senior leadership team personnel have all demonstrated the following general core experience, skills and competencies (with strong justification provided for any alternative position and structure proposed):
 - Experience of working in complex programme delivery, in relation to the activities and context of the proposed facility.
 - Demonstrated experience of compliance with major donor rules, including partner fraud prevention, due diligence and risk management.
 - Credible individuals who can represent DfID priorities and achieve the programme objectives working with a multitude of different stakeholders, all with their own interests.
 - Significant experience of working with developing country governments
 - Significant experience of working in a market system / value chain development project with a range of small to large private sector stakeholders.

- Demonstrate the skills and capabilities required to provide strong leadership for the LINKS junior and non-core team in both internal and external facing environments.
- a gender balance across the teams has been seen.
- 9.7.3 Core Team Specific requirements The qualities and core skills and experience required includes:

9.7.3.1 (Job Family – Programme Leadership) Project Director

- Project Director of at least one successful economic development project of over £10 million budget and 4 years duration, that achieved its results targets & objectives and that had a significant focus on job creation and / or income raising.
- Minimum 5 years' experience as a Project Director or Team Leader
- Demonstrated record of achieving and maintaining results at pace (team direction and motivation).
- DfID experience that includes a demonstrated record of maintaining project understanding and compliance with DfID rules and contract requirements.

9.7.3.2 (Job Family – Programme Leadership) Team Leader

- At least 15 years working experience in international projects
- At least 10 years of those spent in projects in developing countries lasting more than 2 years and managing teams of 10 or more including local and international staff
- At least 5 years of Project Team Leader / Head of Project status in economic development projects with significant elements involving private sector investment and innovation, and budgets over £5 million
- Proven track record of achieving job creation and / or income raising results at large scale and pace (100,000 people plus).
- Relevant Nigeria experience

9.7.3.3 (Job Family - Programme Leadership) Deputy Team Leader

- At least 10 years' experience working on international development projects
- At least 5 years in a management / leadership role within major development projects, with specific experience overseeing Monitoring and Evaluation, knowledge management, financial management and administration.
- Very significant local context understanding, networks and experience
- Detailed knowledge and understanding of the private sector and private sector relevant public sector in Nigeria
- At least 3 years' experience on development projects with a significant presence in the north of Nigeria

9.7.3.4 (Job Family – Programme Management) Programme Manager

- 10 years' experience of programme, financial and operational management, of which 3 years on DFID programmes.
- Significant line management experience, and programme management experience for large teams.
- Experience in procurement also desirable
- Experience within complex programmes of over £30 million contact value.
- Significant Africa experience with a strong preference for Nigerian contextual experience

9.7.3.5 (Job Family – Technical Advisory/Expert) Innovation Lead

- At least 7 years' experience working on international development projects
- At least 3 years' experience in a management / leadership role within international development projects
- Demonstrated track record of supporting the identification, piloting and scale up of cross cutting pro-poor private sector innovations that have increased the competitiveness, productivity and inclusiveness of multiple value chains.
- Demonstrated track record of supporting information and communications technology related private sector value chain innovations, and associated supporting / required physical products and services.
- Nigeria experience

9.7.3.6 (Job Family -Technical Advisory/Expert) Investment Lead

- At least 8 years' experience in business in an investment/consultancy role advising primarily private sector clients or working within a multinational business.
- At least 5 years' experience in: -
 - Facilitating foreign direct investment transactions, of which at least 2 transactions must be with a multinational making an investment of more than £20m each
 - Advising multinational enterprises on business plans, locations and strategy across a broad range of sectors including agribusiness, and in a range of geographies
 - Advice to multinational enterprises on location and set up in new countries including around issues of land, tax, customs, workers' rights and other regulation.
- Investment Lead preferred experience:
 - o Experience with both Asian and Africa manufacturers
 - Experience with multinational manufacturers establishing themselves in Asia and Africa
 - Experience with multinational FDI in developing countries
 - Experience working for donor/development related programmes (not necessarily with DFID)
 - o Experience working for businesses i.e. client side
 - Experience work in/with Investment Promotion Agencies or equivalents
 - Additional experience in smaller ticket investment, such as franchising, venture capital / private equity, angel funding and/or SME finance
 - o Nigeria experience

9.7.3.7 (Job Family –Technical Advisory/Expert) Business Environment Lead

- At least 7 years' experience on primarily economic development / governance development projects.
- At least 5 years of this working in a role that included national / state government policy and reform, business regulatory reform and investment climate issues.
- Demonstrated track record of a lead role in facilitating successful reform (through to practical implementation) in at least two of the thematic areas

- mentioned above (national / state government policy and reform, business regulatory reform and investment climate issues).
- Demonstrated track record in business environment analytics and strategy.
- Nigeria experience
- 9.7.3.8 DfID has welcomed a proposal that involve and include a number of regional partners or sub-contractors based in Nigeria, particularly if these organisations are locally or regionally based entities. A core aim of LINKS is to build up capacity and expertise in the delivery of investment and innovation supporting functions in the future. DfID places significant importance on the involvement of local/regional suppliers and expertise particularly in country, who stand to benefit from the learning and delivery exposure of working on or through LINKS. These may be individuals or organisations. The Supplier will be required to undertake due diligence assessments on all subcontractors.
- 9.8 Monitoring and Evaluation Team (worksheet 2.4b of ICPN volume 5.1)

9.8.1 Scope of Work

- Support development of the logframe during inception, and subsequent logframe amendments as required.
- Design and implement baseline studies of sufficient breadth, quality and timeliness to allow valid baseline versus progress comparison activities later in the programme.
- Implement other studies and surveys as required as programme progresses.
- M&E approach and frameworks in place that conform to firstly prevailing DfID standards, methods and definitions, or where these do not exist, recognised and defined international standards (for example around job and income definitions).
- Measure progress of project or programme activities against established schedules and indicators of success, especially the logframe, ensuring that logframe results are updated ahead of the Annual Review and PCR.
- Contribute key data to allow assessment of Payment by Results progress and payment.
- Advise the PMU and technical teams on use and interpretation of data and learning for realigning activities to meet programme objectives.
- Ensure that sufficient programme budget is allocated to allow effective M&E implementation.
- Monitor effectiveness of M&E implementation, strengthening where necessary to meet programme requirements. Improve / strengthen the M&E system in accordance with Annual Review and other audit recommendations (e.g. DCED audits).
- Act as a focal point for arranging programme reviews, audits and evaluations, and actively support and participate in these activities as required. To include contributing key programme data and learning to DFID as required on an ongoing basis.
- Ensure validity of results, especially when extrapolating assumed wider impact from small intervention populations (to include acceptance of and support to independent results validators to allow them to effectively undertake their annual validation activities).

- Implement the 'squeeze every drop' M&E approach and principles (as per ICPN volume 3 Annex 3) and its application not just to monitor programme progress but to further this progress through provision of data and intelligence to investment and innovation market actors and stakeholders (for example benchmarking systems to allow peer performance comparison).
- Provide training and capacity building to other programme staff who have a role in contributing to programme M&E.
- Manage programme databases and ensure compliance with data protection legislation and best practice that conforms with DFID requirements.
- 9.8.2 (Job Family –Technical Advisory/Expert) Monitoring and Evaluation Lead
 - At least 5 years' experience in (a) results and (b) impact measurement for at least 2 different multi-year development projects, including logframe design, tracking and reporting including complex indicators such as jobs, tracking of enquiries and money flows.
 - At least 3 years' experience in an M&E team leader position, preferably on economic development projects.
 - Demonstrated experience of implementing job and income raising M&E according to recognised global standards / methodologies
 - Demonstrated lead role on development impact evaluation studies in the area of economic development
 - Demonstrable role in effective knowledge and learning management and dissemination, preferably to the private sector.
 - Nigeria experience
- 9.8.3 GEMS demonstrated that Market Systems / Economic Development programmes needed significant human resource to produce robust M&E outputs (reference GEMS 2016 Annual Review). In addition, under LINKS, effective dissemination of data, learning and intelligence to the private sector and other stakeholders is an output in its own right, under the 'squeeze every drop' approach. The Supplier's proposals has demonstrated how they will implement and resource this new approach, and therefore all additional M&E roles are not specified here, with the expectation that they have been addressed in the Supplier's proposal.
- 9.8.4 However, given the significant resource that will be required for robust M&E, additional unit functional roles are likely to include the following (these are functions to be covered across jobs, rather than job titles):
 - (i) Main programme office staff
 - Data gathering, collation, processing, analysis function
 - Programme results updating function (to include logframe)
 - Knowledge and learning collation, consultation and dissemination function
 - Support to production of official project reports and publications
 - Response to external data and information requests
 - Component focused M&E support function
 - Programme generated but private sector targeted data, knowledge, learning and intelligence analysis and dissemination function.
 - Review team and independent validators liaison

- (ii) Field office based staff
- Frontline M&E data collection, processing and analysis function
- State based component knowledge and learning function

9.9 Extended Team / Technical Advisers

- 9.9.1 Additionally, as part of the wider team the Supplier has provided an extended team for additional project development and technical assistance to meet the demand from LINKS programme. Depending on length and nature of assignment, the extended team may be resident or assigned long term to Nigeria, or just required on an ad hoc and occasional basis and not necessarily resident in country throughout the programme. As the LINKS programme is covering multiple sectors and an array of upstream activities in Government ministries the exact nature and anticipated draw down of this extended team cannot currently be estimated. The Supplier has provided a rate card as part of their commercial bid for a variety of levels of expertise at national, regional and international level and has demonstrated how they will flexibly but reliably meet the demand for extended team inputs in a responsive way.
- 9.9.2 Some of this functionality might be undertaken by the technical leads. The Supplier has proposed the staffing and technical expert structure of functionality staffing that they consider would best achieve the required programme impact and results. This is likely to be a mix of full time (mainly national) and part time or short term (national and international) specialists. The exact composition and profiles of functional roles has formed part of the Supplier' proposal, under the indicative / guideline functional areas given below.
- 9.9.3 Critical LINKS functionality against which the Supplier should propose assignment of quality contracted expertise: -
- 9.9.3.1 Innovation expertise with capacity to cover innovation scanning, screening, piloting and scaling
- 9.9.3.2 Investment, with capacity to cover
 - Investment intelligence, promotion, facilitation and investment promotion agency capacity building,
 - Small and replicable investments and access to finance
 - Large investments transactions (Lagos based)
 - Business modelling including operational and associated financial modelling

It is acknowledged that there may be a future requirement for short term highly specialised investment sector expertise as the programme develops. This expertise might only exist in the investment industry (for example niche specialisms rather than generalists within capital markets, investment banking, private equity), and hence would be drawn from a different market to the development sector. Although the rate card will be strictly adhered to in the programme, if the circumstance arises that demonstrable specialist short term investment industry expertise is required that exceeds the rate card, an exception may be discussed with the DFID SRO, and strictly subject to SRO and

DFID programme staff approval, a negotiated exception applied. This is not anticipated in at least the first year of the programme, and will depend on a robust justification for the skill set not being available outside of the specialist investment sector or at rate card tariffs.

9.9.3.3 Business Environment

- Land
- Business Policy and Regulation

9.9.3.5 Cross Cutting

- Finance and Admin
- Value Chain and Specific Sector / Market Experts
- Intervention Management
- Public sector liaison / state representative

9.10. Local content

9.10.1. The Supplier is also expected to maximise local content and knowledge in part through the use of local sub-contractors (it is expected that the pool of local sub-contractors used will expand through the life of the contract). Through this contract, we want to build local capacity so that a competitive intermediary market exists for when DfID exits and for non-DfID funded work.

9.11. In-country presence

9.11.1 It is expected that the Supplier will maintain a presence in each of the beneficiary states, as well as in Lagos and Abuja. This presence can range from embedded staff in local partners offices to establishment of a local project office. This is necessary to ensure that programme teams are familiar with investment opportunities and that they develop relationships with the beneficiary state institutions, an understanding of the political economy and networks with businesses in state, to foster continuity and to avoid a fly in/fly out culture. DflD recognises some specialists will need to be brought in for specific pieces of work for shorter trips, however this must be in line with the above.

9.12. Value for Money (VfM)

- 9.12.1 The Supplier has presented in their proposals their approach to driving and measuring value for money throughout the programme period. They will be routinely expected to demonstrate how value for money is being accurately measured within the programme implementation.
- 9.12.2 to the Supplier has considered a set of qualitative measures relating to quality of services, client satisfaction and effectiveness at addressing intended short and long term economic outcomes of the programme as part of VfM proposition.
- 9.12.3 DfID is open to additional measures being proposed as relevant. The Supplier has outlined the trade-offs being proposed, especially in reaching 'harder to reach' and possibly more costly groups as opposed to those who might be easier/cheaper e.g. providers might want to

- highlight the trade-offs inherent in working in different regions, in rural versus urban regions, through different channels or with different client groups.
- 9.12.4 to the Supplier has considered these VfM measures and propose how they will ensure this data is available and reported on, on an annual basis for all annual reviews.
- 9.12.5 Where VfM assessment also corresponds to the formal M&E processes of the programme, the same DfID or other approved global best practice definition (for example around definition of 'job' in job creation) should be used consistently across the programme.

9.13. Draft result framework

9.13.1 A draft results framework has been provided (a template can be found at Annex 10 of this ToR). The results framework would subsequently be developed and fully populated (in agreement with DfID and other members of the Technical Advisory Committee) during the inception phase.

9.14. Driving Sustainability

- 9.14.1 The proposal has set out how the Supplier will deliver on a set of sustainability measures against which performance will be measured and payment will be made. Examples include, but are not limited to:
 - Innovations that receive private sector investment to take them to scale, following LINKS development support.
 - Private / commercial investment and finance into LINKS promoted investment opportunities
 - Replicable business models developed with LINKS support multiplying through private investment.
 - Private sector organisations, such as market research / intelligence agencies, offering LINKS type functions as a commercial service in the focal states
 - Public sector institutions able to deliver quality LINKS functions without programme support
- 9.14.2 The Supplier has proposed targets and included these as part of the country engagement strategies.

9.15. Risk of fraud

- 9.15.1 The Supplier will be required to set out their fraud mitigation strategies including internal risk management and reporting systems. DflD will further require that annual financial audits include spot checks of high risk areas of programme activity (e.g. procurement), and if any causes for concern arise these must be reported to DflD immediately. DflD has a zero-tolerance policy with regard to fraud and will reserve the right to conduct a full forensic audit.
- 9.15.2 The risk of fraud through downstream suppliers or with partners in country will need to be partly mitigated through the Supplier's due

diligence of downstream suppliers, ensuring acceptable levels of financial control and reporting before granting funds. It will also be partly mitigated through the third-party monitoring supplier. The Supplier will be required to set out how they will monitor the performance and financial management of downstream suppliers and national partners supported through the programme. This may include the use of 'mystery clients' to verify services, quality control checks to ensure partners are delivering services to the required standard and data tracking mechanisms.

10. Programme minimum requirements

The following requirements will not be subject to negotiation: -

10.1 Results target

Impact Target	Tier 1 Minimum Figure	Top 2 Minimum Figure	Differentiated Targets
Incomes raised by 25%	3,000,000 incomes	 70% incomes raised for the poor, 40% for women Maximum 70% rural or agriculture related incomes, minimum 30% urban non-agriculture related incomes (e.g. urban waste management) 50% urban and 50% rural job creation, to reflect Nigeria approaching 50% of population in urban areas. 50% core vertical value chain function related jobs and incomes (e.g. agro-processing plant with associated farmer supply chain impact), 50% cross cutting multi-value chain innovation related jobs and incomes (e.g. logistics, financial flows, marketing, e-commerce etc.) Minimum 20% of investment jobs and incomes come from replicable micro, small and medium scale models (e.g. franchises). 	70% poor, 40% women
Full time equivalent jobs created	100,000 jobs	 40% jobs for women, 6% for people living with disability Maximum 70% rural or agriculture related incomes, minimum 30% urban non-agriculture related incomes (e.g. urban waste management) 50% urban and 50% rural job creation, to reflect Nigeria approaching 50% of population in urban areas. 50% core vertical value chain function related jobs and incomes (e.g. agro-processing plant with associated farmer supply chain impact), 50% cross cutting multi-value chain innovation related jobs and incomes (e.g. logistics, financial flows, marketing, e-commerce etc.) Minimum 20% of investment jobs and incomes come from replicable micro, small and medium scale models (e.g. franchises). 	40% women, 6% disability
Rise in potentially taxable private sector revenues	15%	N/A	%age of use of local SMEs for development purposes

Notes to results targets:

- i. State distribution of results expected: Kaduna 40% / Kano 40% / Jigawa 20%
- ii. All Tier 1, and Tier 2 targets for the poor, women, people living with disability and replicable business models, are fixed for the life of the programme and are contributing requirements under the PBR mechanism.

iii. The ratios and targets for Tier 2 urban / rural, agriculture / non-agriculture and cross / vertical value chain, as well as the state ratios (40/40/20), will be reported upon and performance appraised during annual reviews, but are not linked to PbR. These targets can be reviewed and renegotiated as the programme develops should large development impact scale or transformational opportunities arise that take the programme over one of the thresholds (under flexible and adaptive approach). These starting ratios reflect the desire to steer the Supplier to address urbanisation, and to cover the full potential range of themes of LINKS, while retaining the ability to adapt to major new opportunities that create large numbers of jobs or raised incomes. Changes will however require DfID SRO approval and will need to be supported by very robust justification.

10.2 Contract Management

10.2.1 The Supplier must operate in a way which complies with the programme 'tools' as developed in section 8 of this document designed to incentivise and manage their performance.

10.3 Requirements for operating in Nigeria

- 10.3.1 Registering the company name with the Nigeria Corporate Affair Commission (CAC).
- 10.3.2 Registering the company with the Ministry of Budget and National Planning (MBNP) after following the CAC processes.

10.4 DfID Policy requirements

- 10.4.1 UK Aid Branding Given the sensitive nature of the work, the Supplier should seek prior consent from DfID before using the logo or acknowledging funding. This will also be captured on the visibility statement. Generally, the Supplier must use the UK aid logo to be transparent and acknowledge that it and resulting products are funded by UK taxpayers, but must seek DFID's consent before using the logo. Partners should acknowledge funding from the UK government in any interviews, press releases, public statements, on social media and in all other communications, but must seek DFID's consent before doing so. No publicity is to be given to the broader Contract without the prior written consent of DfID. A branding discussion will be held with the Supplier and their consortia where appropriate.
- 10.4.2 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 subcontractors, sub-agencies and partners. Further International Aid Transparency Initiative information is available from: http://www.aidtransparency.net/
 - 10.4.3 Delivery Chain Mapping- In advance of any release of funds, the Supplier must produce a delivery chain risk map which will identify and capture (usually in visual form) the names of all partners (funding and nonfunding e.g. legal/contributions in kind) involved in delivering a specific product or service, ideally down to the end beneficiary, including financial values. The first version of this will be needed by the end of the inception

phase. Updates to this will be required whenever the delivery chain changes and/or quarterly. As a minimum, it should include details of:

- The name of all downstream delivery partners and their functions.
- Funding flows (e.g. amount, type) to each delivery partner in each geographical location
- High level risks involved in programme delivery, mitigating measures and associated controls.
- 10.4.4 Small to Medium-sized Enterprises (SMEs) The Supplier is expected to report on the levels of contracted work being allocated to SMEs. Information needs to be provided on the levels of direct and indirect SME spend. This should be provided in the annual report.
- 10.4.5 Digital spend The UK government defines digital spend as 'any external-facing service provided through the internet to citizens, businesses, civil society or non-governmental organizations'. The Government Digital Service (GDS), on behalf of the Cabinet Office, monitors all digital spend across government and DfID is required to report all spend and show that what we have approved meets with GDS Digital Service Standard. In DfID, this applies to any spend on web-based or mobile information services, websites, knowledge or open data portals, transactional services such as cash transfers, web applications and mobile phone apps. Plans to spend programme funds on any form of digital service must be cleared with DfID in advance and must adhere to the following principles:
 - Design with the user
 - Understand the existing ecosystem
 - Design for scale
 - Build for sustainability
 - Be data driven
 - Use open standards, open data, open source & open innovation
 - Reuse & improve
 - Address privacy & security
 - Be collaborative

The Supplier has highlighted any digital aspects of their proposal including potential budget assigned to these interventions, licenses/permissions required and sustainability of investment.

11. Duty of Care (DoC)

- 11.1 The Supplier is responsible for the safety and well-being of their personnel and third parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.
- 11.2 DFID will share available information with the Supplier on security status and developments in-country where appropriate. DFID will provide a copy of the DFID visitor notes (and a further copy each time these are updated), which the Supplier may use to brief their personnel on arrival. A named person from the contracted organisation should be responsible for being in contact with DFID to ensure information updates are obtained. There should be a process of regular updates so that information can be passed on

(if necessary). This named individual should be responsible for monitoring the situation in conjunction with DFID.

- 11.3 Travel advice is also available on the FCO website and the Supplier must ensure it (and its personnel) are aware of this. The Supplier is responsible for ensuring appropriate safety and security briefings for all of its personnel working under this contract.
- 11.4 The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for its personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the contract (such as working in dangerous, fragile and hostile environments etc.). The Supplier must ensure its personnel receive the required level of appropriate training prior to deployment. Travel advice is also available on the Foreign & Commonwealth Office website and the Supplier must ensure they (and their personnel) are up to date with the latest position. See Annex 11 for DoC assessment.

12. Background

- 12.1 The UK Department for International Development (DfID) manages UK support for efforts to end extreme poverty.
- 12.2 Nigeria has a rapidly growing population. Poverty indicators are high. These high poverty rates reflect the low productivity and limited diversification of the country's economy, dominated by an oil sector and low productivity subsistence agriculture. Declines in oil prices experienced in recent years have emphasized the need for economic diversification.
- 12.3 The current federal administration has been working to tackle some of the major recognised constraints to development, such as corruption and attracting investment. However, due to the high dependence on oil to support government spending, both state and federal government are suffering from reduced revenue. This has a serious impact on their ability to fund both recurrent expenditure and capital investment requirements.
- 12.4 Growth and diversification of the private sector would both increase the potential private sector revenues available for taxation, and increase the resilience of the revenue stream to economic shocks, with revenues being sourced from a wider range of sectors. This would enhance government's ability to provide effective public services, and to invest in critical infrastructure.
- 12.5 Urbanization is a clear trend, with nearly half the Nigerian population now living in urban areas. The northern cities of Kano and Kaduna are growing rapidly, which means that the focus must now be on both rural and urban economic development. Indeed, opportunities along agriculture value chains frequently reach across the rural / urban boundary, from primary production, through processing, to northern urban consumers and beyond. Examples are textiles, leather, and food and beverage manufacturing. Fully exploiting these opportunities will simply not be possible without a combined rural / urban approach. Two thirds of the focal state populations however are still rural and dependent on agriculture, meaning that the main focus of

income raising activity via investment and innovation will still be towards the farming end of these value chains.

- 12.6 The private sector in Kano, Kaduna and Jigawa is not creating the job opportunities and income increases needed to keep pace with the rapidly rising population. This is due to a mix of well recognized factors, including infrastructure deficiencies, access to finance, market and context intelligence for investors and entrepreneurs, business environment issues, and more. The result is low incomes for the rural / farming population, while in urban areas, the numbers of the unemployed and under employed are growing.
- 12.7 Despite this difficult context, previous DfID economic development programming has demonstrated significant economic impact for large numbers of the poor, clearly demonstrating the opportunity to achieve real change.
- 12.8 The new programme will focus on the proven successes, knowledge and learning from the preceding programming (GEMS), concentrating its efforts on what is known to work, achieving impact quicker, on a larger scale, and significantly increasing value for money through this continuity, utilizing already established connections, networks and influence.

Annexes

- 1. Advisory list of starting value chains
- 2. Overview of Component 4, M&E
- 3. 'Squeeze every drop' M&E principle
- 4. LINKS versus GEMS overview diagrams
- 5. LINKS Governance and Technical Advisory Group
- 6. LINKS strategic theory of change and possible delivery instruments
- 7. Local Service Provider Decision tree
- 8. LINKS Payment by Results (PbR) mechanism
- 9. Investment Information Form
- 10. High level logframe targets
- 11. Duty of Care
- 12. Task Order Summary Template
- 13. Component 1Task Schedule Inception and Y1 and Tasking Order Form Templates
- 14. Overall Theory of Change mapping
- 15. DCED Standard One-page summary
- 16. Risk Register Example
- 17. CV Template

Appendix A - Schedule of Processing, Personal Data and Data Subjects

Appendix B – Joint Control: Data Sharing Agreement

Annex 1 - Advisory list of starting value chains

This list was the result of a major joint DFID / World Bank LINKS scoping study conducted in partnership with a wide range of development partners in Nigeria. The full study report has been made available via the LINKS DfID supplier portal. Due to the results profile requiring a rapid acceleration of impact, it is strongly suggested that LINKS commences with value chains selected from this list. However as Nigeria has a rapidly changing private sector context potential the Supplier has proposed alternative value chains / sectors provided evidenced justification is provided with regard to job creation and income raising potential. LINKS will retain the flexibility to explore new and emerging value chains of high potential or need during the course of its implementation.

For example, since the study affordable housing and waste management are now also recommended as 'Go' value chains due to their potential for urban jobs, attracting investment and solving social issues.

Other value chains, sectors or markets may become essential for attention due to knock on effects from other focal value chains. For example:

- GEMS demonstrated potential for investment in supporting services to small ruminant production, which have complementarities with poultry production. This includes community animal health workers (paravets), which might become a more viable replicable and micro-investable business model when bundled across several value chains (e.g. poultry, and small and large ruminants).
- It is likely that interventions that result in the commercializing of agriculture will need a balancing focus on evolving opportunities for pastoralists. For example fodder and feed from commercial staple crop farms enhancing pastoralist livelihood opportunities.
- The greatest opportunities for LINKS might occur where value chains overlap, for example renewable / off grid energy innovation and investment that supports critical power functions in other value chains, or ICT apps that transform ways of doing business in agricultural value chains.

Seven GO value chains selected



- Leather
- 2. Staple Crops
- 3. High Value Crops
- 4. Poultry
- 5. ICT Apps & Mobile
- ICT Computer Assembly
- 7. Renewable Energy

These VCs represent a very large socio-economic opportunity with greater chances of success – collectively in 15 years:

- Business Potential: \$11.0 billion
- Direct Job Creation: 220,000+
- Income Benefits: \$615 million
- Trade Benefits:\$3.2 billion+
- Multiple linkages to many VCs

Five PARK value chains selected



- 1. Textile with Cotton
- 2. Meat
- Packaging
- 4. Kaolin/Ball Clay & Ceramics
 - . Sand Glass & Glass

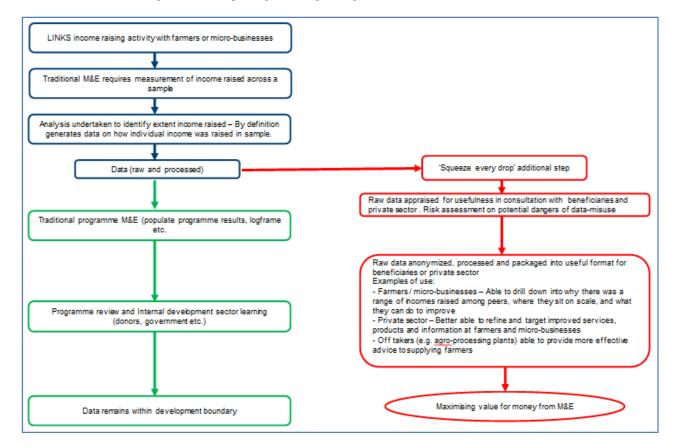
These VCs also represent a very large socioeconomic opportunity with greater implementation challenges – collectively in 15 years:

- Business Potential:\$6.8 billion
- · Direct Job Creation:260,000+
- · Income Benefits: \$100 million
- · Trade Benefits:\$2.1 billion+
- Multiple linkages to many VCs

Annex 2 - Overview of Component 4, M&E

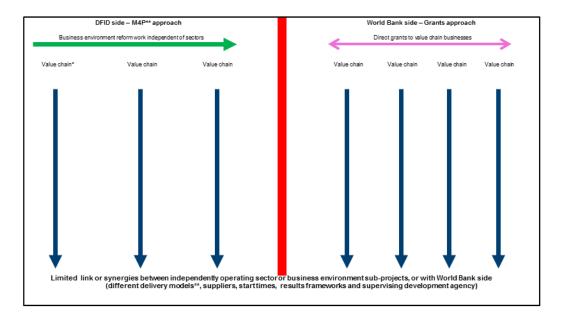
Function	Purpose	Overview	Funding
Traditional M&E function	Baseline studies followed by continuous monitoring and evaluation against logframe and other arising targets	GEMS showed a need for a well resourced M&E unit from the start. Suppliers will be need to demonstrate how they will structure, resource and implement the core M&E function within their tendering proposal, also demonstrating how they will provide robust and verifiable impact evaluation and validation of the results at scale.	From core LINKS budget managed by supplier
Independent external results validation	Independent validation of supplier claimed impact and results	DFID Nigeria will engage a third party supplier to provide independent verification of the results and performance information generated as part of the Links programme. The supplier will be drawn from the DFID wide framework of pre-approved suppliers of such services. The independent validators will also sample Payment by Results (PBR) claims.	Funded from the 3.5% of LINKS budget held separately by DFID for administrative that will include the independent M&E functions.
Innovative M&E as an output function ('Squeeze every drop' approach)	LINKS data and learning disseminated for beneficiaries and stakeholders as a job / income raising output in its own right, maximising	Traditionally programme data & learning is used for programme monitoring and evaluation and DFID / development partner learning. Much of this data holds significant potential value for beneficiaries and the private sector (both as raw data and packaged information products). LINKS will maximise value for money from the M&E resource by evaluating every piece of data and learning arising from LINKS and packaging / disseminating it to beneficiaries and stakeholders for their own use in creating jobs / raising incomes.*	Funded as a programme impact generating activity in addition to the core required M&E function. i.e. Funded from core programme budget
Jobs and incomes measurement	Accurate, robust and externally comparable measurement of headline job and income targets	DFID has commissioned a central team to develop a standardised approach to jobs measurement. Although this will not be available until after LINKS has commenced, guidance will be given during programme establishment and baseline design, to ensure that the LINKS approach to jobs measurement is within parameters that will allow a fit with the ultimate standardised approach.'	Approach used by both core M&E unit and independent verifiers, so funded through both core budget and partitioned 3.5%

Annex 3 - Squeeze every drop' M&E principle

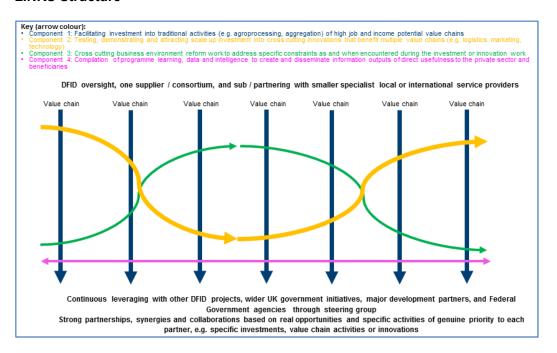


Annex 4 - GEMS versus LINKS Overview Diagrams

GEMS Structure

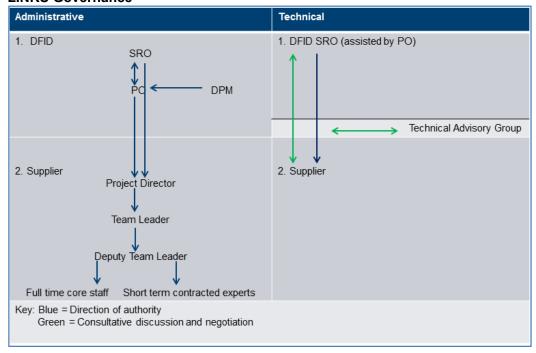


LINKS Structure



Annex 5 - LINKS Governance and Technical Advisory Group

LINKS Governance



Technical Advisory Group

The Technical Advisory Group will ensure that LINKS is exploiting all possible leveraging opportunities with partners, for example piloting an agricultural value chain innovation within a World Bank agriculture project that has already organised farmers, reducing the transaction cost of finding and engaging with a population of farmers from scratch. It will also ensure that LINKS is able to *link* key partners that can together increase the chances of success in relation to investments and innovations, for example technical agriculture expertise, investment finance, political influence etc.

Proposed permanent members Proposed occasional members LINKS SRO Representatives of Federal Ministries, Departments and World Bank Nigeria office private sector lead Agencies NIPC & State Investment Promotion Agencies DFID or World Bank specialist / central teams and programmes or project TTLs / SROs Closely aligned DFID project SROs (e.g. PERL, Propcom, Mafita) Representatives of other development partners DFID state representatives (Kano, Kaduna and Jigawa) Private sector representatives (e.g. business member CDC organisations) Appropriate innovation member? From the private sector? Other HMG: DIT, Prosperity, PIDG etc

The group will have an advisory function but final decisions will remain with implementing service provider and SRO, in order to retain the entrepreneurial space needed by LINKS, and to avoid weighing down with bureaucracy. Responsibility remains with the service provider in the first instance, and the SRO in the second instance.

Annex 6: LINKS strategic theory of change and possible delivery instruments

Input	Process	Output	Outcome	Impact (see business case targets)
Technical	LINKS Investment	Transparent and comprehensive intelligence	 New investment by multinational and 	Jobs for the poor – Urban
Assistance – public	Investment Promotion Agency capacity	for investors allowing them to identify new	large Nigerian companies	• Jobs for the poor - Rural, within
sector	building, joint planning and close resource	opportunities	New investment of Nigerian private	commercializing agriculture
	support	 Investor awareness and understanding of 	wealth into business / investment	 Jobs for women and people living with
Technical	Market research, context intelligence, existing	existing opportunities increased	opportunities	disability, especially arising from the
assistance –	industry mapping & resource cataloguing	Opportunities packaged around coordinated	 Existing small, medium and large 	innovation pillar challenging traditional
private sector	Wealth mapping	value chain activities in partnership with LINKS	businesses expand, spread and diversify	norms or creating new opportunities
	Opportunity identification, packaging &	Innovation and others	 New businesses start and grow 	within traditional boundaries.
Research activities	marketing	Innovative access to finance mechanisms	 Micro business and self-employment 	Raised farmer incomes through better
Notworking and	Investor led opportunity facilitation	developed or strengthened to provide small to	opportunities arise especially from the	access to better markets (due to the
Networking and investor linkage	Networking, contacts and linkages	medium investment opportunity for Nigerian	innovation pillar.	increased value chain investment and
activities	Technical assistance	private wealth	New opportunities for women and the	lubricant innovations)
activities	Targeted regulatory advocacy	Value chains and investment opportunities	disabled resulting from the innovation pillar	• Increased self-employment
Coordination	Innovative investment models	attractiveness to investors, businesses and	- new ways of doing things and new	opportunities capitalising on opportunities
function	Technical support to government and	entrepreneurs maximised State economic infrastructure spending	opportunities, and first mover advantage	within the increasingly diverse and
14.154.511	multilaterals around strategic investment related	targeted at opportunities of highest impact	(e.g. skills training) for the disadvantaged	competitive value chains, especially through the innovation pillar
Advocacy	infrastructure spending	- Coalitions built around investment	target groups. • Public sector infrastructure spending	Higher private sector revenues
,	Coordinating development partner investment	opportunities and high potential value	targeted where they will create the most	generated that could be taxed (formal
Marketing	interventions	chains (skills, agricultural extension etc.)	economic impact for the poor.	jobs, formal businesses, increased
	On-demand investment services	- Innovative access to finance mechanisms	Increased investment of multilateral	taxable profits, increased taxable
Coalition building	Close collaboration with LINKS innovation -	developed for investors and entrepreneurs	development capital in commercial	transactions etc.)
	making value chains more attractive through	- Innovations and new B2B products and	opportunities.	
Grant funding	introducing innovation and strengthening	services introduced, piloted and expanded	Increased infrastructure investment by	
	lubricant businesses, to trigger investment decisions	to add to the attractiveness of value chains	multilateral development finance.	
Guarantee	Attracting investment into innovation	- Development partners coordinated and	Innovative for profit businesses arise and	
instruments	opportunities	aligned behind value chains and	increase providing public good services	
Leveraging and	On the ground support and expertise for DFI's	investment opportunities	(e.g. education)	
Leveraging and supporting	e.g. CDC	- Safeguards and international best practice	, c	
development	Investment safeguards technical assistance	(e.g. land issues) supported for investors		
capital and	(e.g. land)	for reputational and security of investment		
development	Coordinating DfID projects around investments	reassurance, while ensuring rights protection and economic inclusion for the		
finance	likely to create jobs and income rises (e.g. farmer	poor protection and economic inclusion for the		
	and skills targeted projects) to increase	Once the investment decision (large and small)		
Investor services	attractiveness of investments and trigger	investors) is triggered, facilitation support to		
e.g. land	investment decision.	make the investment a reality.		
	Coalition building of required partners around	mane are involution a roundy.		
	investment opportunities			
	Support to innovative wealth unlocking			
	instruments (e.g. franchising, lender capacity			
	building & access to information, private equity)			

PO 8338 - LINKS

LINKS Innovation		
 Innovation mapping – need and opportunity, 		
utilizing LINKS Innovation and other prior work		
Business lubricant mapping		
• Innovation scanning – local, Nigerian, regional,		
global (developed and developing world)		
 Innovation support / testing / piloting 		
Business lubricant introduction / expansion /		
diversity support		
Partnering with LINKS Investment to introduce		
lubricants and innovations into high priority		
investment value chains		
 Targeted advocacy to address innovation / 		
lubricant bottlenecks (e.g. regulatory)		
Technical support to innovation institutions		
Linkage and coalition building with key partners		
necessary to scale innovations and lubricants		
(e.g. skills, agricultural extension)		
Support to access to finance for innovations /		
1 ''		
lubricants		

Annex 7: Local Service Provider Decision Tree

A decision tree will be followed for selecting **intervention level** delivery partner suppliers during the course of the programme (with evidence provided prior to contracting):

- 1. Is a required task an existing or potential future commercial market function?
 - If yes, does a local supplier exist?
 - If so, can it do the task with existing capacity, or does its capacity need building?
 - If no, is there an opportunity to support the creation of a new commercial entity or support an existing market player to develop the function as a new service?
 - If capacity insufficient, what international TA can be used to support.
 - If none of the above, possible international provider procurement
- 2. If not a market function (for example, needed to kick-start activity but no long term commercial need or opportunity for the function in value chains):
- Existing local partners used and capacity built where necessary, in case opportunity to provide function in other development programmes arises in future
- If no existing local partner exists, any local partners that might be supported to diversify and offer function?
- If no, possible international provider procurement

Annex 8: LINKS PBR mechanism (including relationship with logframe targets)

Tier 1 Impact requirements	Tier 2 Impact requirements	What does success look like?	PBR
PBR 1 3,000,000 incomes raised*	 70% incomes raised for the poor, 40% for women Maximum 70% rural or agriculture related incomes, minimum 30% urban non-agriculture related incomes (e.g. urban waste management) 50% urban and 50% rural job creation, to reflect Nigeria approaching 50% of population in urban areas. 50% core vertical value chain function related jobs and incomes (e.g. agro-processing plant with associated farmer supply chain impact), 50% cross cutting multi-value chain innovation related jobs and incomes (e.g. logistics, financial flows, marketing, e-commerce etc.) Minimum 20% of investment jobs and incomes come from replicable micro, small and medium scale models (e.g. franchises). 	25% rise in incomes distributed by 70% for the poor and 40% for women	Yes
Log frame KPI - Jobs 100,000 jobs created (on committed basis)*	 40% jobs for women, 6% for people living with disability Maximum 70% rural or agriculture related incomes, minimum 30% urban non-agriculture related incomes (e.g. urban waste management) 50% urban and 50% rural job creation, to reflect Nigeria approaching 50% of population in urban areas. 50% core vertical value chain function related jobs and incomes (e.g. agro-processing plant with associated farmer supply chain impact), 50% cross cutting multi-value chain innovation related jobs and incomes (e.g. logistics, financial flows, marketing, e-commerce etc.) Minimum 20% of investment jobs and incomes come from replicable micro, small and medium scale models (e.g. franchises). 	Full Time Equivalent distributed by 40% for women and 6% for people living with disability	Yes
Log frame KPI – Raising of potentially taxable private sector revenues by 15%	N/A	15% rise in revenues in each state derived from formal jobs and businesses that could potentially be taxed if tax systems were in place	Yes

Notes to results targets:

- i. State distribution of results expected: Kaduna 40% / Kano 40% / Jigawa 20%
- ii. All Tier 1, and Tier 2 targets for the poor, women, people living with disability and replicable business models, are fixed for the life of the programme and are contributing requirements under the PBR mechanism.
- iii. The ratios and targets for Tier 2 urban / rural, agriculture / non-agriculture and cross / vertical value chain, as well as the state ratios (40/40/20), will be reported upon and performance appraised during annual reviews, but are not linked to PbR. These targets can be

reviewed and renegotiated as the programme develops should large development impact scale or transformational opportunities arise that take the programme over one of the thresholds (under flexible and adaptive approach). These starting ratios reflect the desire to steer the Supplier to address urbanisation, and to cover the full potential range of themes of LINKS, while retaining the ability to adapt to major new opportunities that create large numbers of jobs or raised incomes. Changes will however require DfID SRO approval and will need to be supported by very robust justification.

Specific land and resource related indicators for investment

DfID will want to see robust responsible agricultural investment principles in relation to land and resource rights, strongly reflected in the outcomes. For example: -

Additional required outcome targets

Headline Outcome Targets	Measure of success	PBR	How assessed and linked to payment?
Log frame KPI – Responsible investment and land processes.	Poor baseline land and resource users satisfied with impact and / or settlement terms 12 months after investment completed and operational, with livelihood maintenance mitigation operation in place for those dissatisfied.	No	Pre-investment baseline survey of land and resource users (live on land, use resources on land, ownership / use rights to land — both formal and informal etc.). Followed up by a post investment perception survey after 12 months.
Adoption of FRILIA	Each state develops investment related land policy and law for consideration by the appropriate legislative body, that the steering group recognizes as conforming to global best practice. Evidence of sustainable plans to operationalize FRILIA and urban equivalents, and funding to carry out operationalization.	No	FRILIA is a prerequisite for the hard measures in the previous criteria

Numbers have been provided in the Supplier's proposal.
FRILIA – Framework for Responsible and Inclusive Land Intensive Agricultural Investments

Annex 9 - Investment Information Form for PBR2 (General Investment) Suggested template for Tasking Order Assessment

The service provider must pre-submit all Tasking Orders for approval. Failure to do so may delay DfID's acceptance of such Tasking Order.

This form should be used as a checklist for assessing the relevance of potential supported investment of each Tasking Order.

Date

Contact Info

Name of investor

Holding company and other information (in detail – also annex).

Turnover/size of investor

Person/s engaging with at investor and level/emails

Country of origin

States of interest

Name of service provider lead contact and any subsidiary contact at service provider

Nature of engagement

Other donors or agencies involved e.g. Investment Promotion authority investment What will they do and what will the service provider do?

How did you identify/come across this investment?

<u>Description of proposed investment</u>

(Capital \$, phasing, activities e.g. what will be built, rented, timelines for conclusion of investment and in particular any employment)

Current stage of investment

Main risks

Screening Criteria

Why does the Supplier think it is worth supporting the investor?

Viability

Mobility

Suitability

Efficiency

Systematic

CERA analysis

Compliance

<u>Additionality</u>

<u>a) Financial additionality</u> – what will the investor support and why is UK taxpayer money needed?

b) Value additionality/Development Impact

Jobs (including gender disaggregation) Supply chain/spill over effects Value additionality of manufacture First mover disadvantage Implication for specific location Policy changes?

What do you think the min/max Dev Impact points could be and how can the service provider input influence these?

Annex 10 – High level logframe targets

KPI	Year 1	Year 2 Review	Year 3	Year 4	Year 5	Year 6	Year 7
PBR1 - Incomes*	50,000	200,000	500,000	900,000	1,500,000	2,200,000	3,000,000
PBR 2 - Jobs*	2000	5000	15,000	30,000	50,000	75,000	100,000
PBR3 - Taxable revenue %*	0	1	3	5	8	11	15

^{*} Targets are cumulative.

Annex 11 - Duty of Care

COMMERCIAL IN CONFIDENCE (When completed)

DFID Overall Project/Intervention Summary Risk Assessment Matrix

Project/intervention title: LINKS

Location: Nigeria

Date of assessment: 09/07/18

Assessing official: Jasmine Nsofor

Theme	DFID Risk score	DFID Risk score
	FCT	Kaduna/ Kano/ Jigawa
OVERALL RATING ³		
FCO travel advice	2	3
Host nation travel advice	N/A	N/A
Transportation	2	2
Security	2	3
Civil unrest	2	2
Violence/crime	2	2
Terrorism	1	3
War	ı	-
Hurricane	ı	-
Earthquake	ı	-
Flood	ı	-
Medical	2	3
Services		
Nature of	2	3
Project/		
Intervention		

1 2	3	4	5
Verv Low risk Low ri	Med risk	High risk	Verv High risk
Low	Medium	3	n Risk

 $^{^{3}}$ The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value.

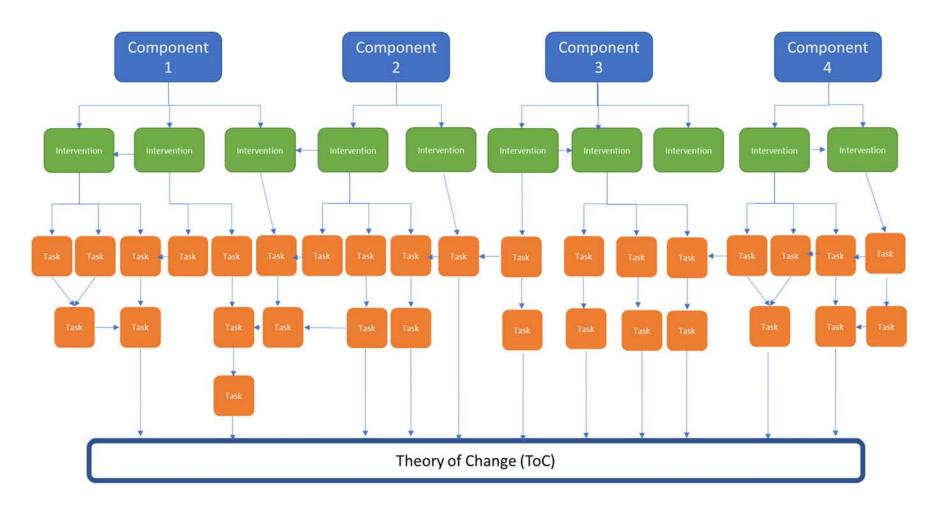
Annex 12 - Task Order Summary Template

This annex has been attached to the contract pack as a separate document, PO 8338 – LINKS – ICPN Volume 3: Terms of Reference Annex 12.

Annex 13 – Component 1 Task Schedule Inception and Year 1 and Taking Order Form Templates

This annex has been attached to the contract pack as a separate document, PO 8338 – LINKS – ICPN Volume 3: Terms of Reference Annex 13.

Annex 14 - Overall Theory of Change mapping



Annex 15 - DCED Standard One-page summary

This annex has been attached to the tender pack as a separate document, PO 8338 – LINKS – ICPN Volume 3: Terms of Reference Annex 15.

Annex 16 – Risk Register Example

Risk No	Category	Acceptable Risk Appetite?	Additional Mitigation Actions	Risk Manager	Review Date			Max	Max
S/N		Net risk acceptable?	Mitigation			Portfolio Risk	Country Risk	Gross	Net
1		·				Y-R6	No	0	2
2						No	No	0	2
3						No	No	0	4
4						Y-R5	Y-R2	0	9
5						Y-R2	Y-R3	0	9
6								0	12
7								0	9
8								0	4
9								0	4
10						No	No	0	6
11						No	No	0	6

Annex 17 - CV template

Please keep to 2 pages

Name	
Current	Please give the full company name and location e.g. ABC Limited, London
employer	
Current	
position	

Qualifications

Year achieved	Degree and Institution
	e.g. BSc, MBA,
Year achieved	Professional qualifications
Year achieved	Professional qualifications e.g. CFA

Employment history

Start with most recent position at top (including current position)

Dates	Employer (full name)	Country base	Position
MMYY - MMYY			
	_		

Selected Projects

Please only include projects that closely relate to the LINKS scope of work. List in order of most recent

List iii order or iiic	ost recent
Dates	MM/YY-MM/YY Employer
Project Name	
Location	i.e. the location/s where the work related to e.g. if relating to investment in Nigeria even if employee had Germany as home base.
Position	Include short description of role in project e.g. senior health and safety auditor
Description	Include here description of project (including value in £ of advice and any transaction) and also of person's role within it.
Achievements (3 most significant)	
	Francisco
Dates	Employer
Project Name	
Location	

Position				
Description				
Achievements				
(3 most				
significant)				
Dates		Employer		
Project Name				
Location				
Position				
Description				
Achievements				
(3 most				
` ! !¢! 4\				
significant)		- ·		
significant) Dates		Employer		
significant) Dates Project Name		Employer		
Dates Project Name Location		Employer		
Dates Project Name Location Position		Employer		
Dates Project Name Location		Employer		
Dates Project Name Location Position		Employer		
Dates Project Name Location Position		Employer		
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Appendix A - 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	 The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this: 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 the following Personal Data: Personal data necessary for the administration and fulfilment of this contract

Task Order Summary

Task Order Totals	Budget	Spent	Balance
Task Order 1 - Inception Phase	£ -	£ -	£ -
Task Order 2 - Implementation Phase	£ -	£ -	£ -
Task Order 3 - Exit strategy	£ -	£ -	£ -

Programme Balance

£ -

		Budget	Spent	Balance
1	A - PMU/Core Team	£ -	£ -	£ -
1.1	Inception Phase			
1.2	Implementation Phase			
1.3	Exit strategy			
2	Component 1 - Investment	£ -	£ -	£ -
2.1	Inception Phase			
2.2	Implementation Phase			
2.3	Exit strategy			
3	Component 2 - Innovation	£ -	£ -	£ -
3.1	Inception Phase			
3.2	Implementation Phase			
3.3	Exit strategy			
4	Component 3 - Business environment	£ -	£ -	£ -
4.1	Inception Phase			
4.2	Implementation Phase			
4.3	Exit strategy			
5	Component 4 - M&E	£ -	£ -	£ -
5.1	Inception Phase			
5.2	Implementation Phase			
5.3	Exit strategy			
		£ -	£ -	£ -



Annex 12: DFID Variance Analysis Template

Tasking order	Month	Forecast(Lock-down)	Confirmed expected spend	Actual Expenditure (As	Variance	Percentage	Explanation
Reference			in month	indicated on Invoice Plad)			
					0	#DIV/0!	
					0	#DIV/0!	
					0	#DIV/0!	
					Ü	#BIV/ 0.	
					0	#DIV/0!	
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					0	#DIV/0!	

	SPEND					Inception		Q1-19	Y1 Q1-19			
Tasking Order No	Activities	Log-Frame Ref	Time Charge (A)	Average Fee rate (B)	Price (A+B)	Expenses (D)	Total Inception	Time Charge (A)	Average Fee rate (B)	Price (A+B)	Expenses (D)	Total Q1-19
2.1	Component 1 - Investment		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
2.1.1	Inception Phase		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
2.1.2					£ -		£ -			£ -		£ -
2.1.3					£ -		£ -			£ -		£ -
2.1.4					£ -		£ -			£ -		£ -
2.1.5					£ -		£ -			£ -		£ -
2.1.6					£ -		£ -			£ -		£ -
2.1.7					£ -		£ -			£ -		£ -
2.2	Implementation Phase		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
2.2.1					£ -		£ -			£ -		£ -
2.2.2					£ -		£ -			£ -		£ -
2.2.3					£ -		£ -			£ -		£ -
2.2.4					£ -		£ -			£ -		£ -
2.2.5					£ -		£ -			£ -		£ -
2.2.6					£ -		£ -			£ -		£ -
2.3	Exit strategy		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
2.3.1					£ -		£ -			£ -		£ -
2.3.2					£ -		£ -			£ -		£ -
2.3.3					£ -		£ -			£ -		£ -
2.3.4					£ -		£ -			£ -		£ -
2.3.5					£ -		£ -			£ -		£ -
2.3.6					£ -		£ -			£ -		£ -
	Component 1 - Pipeline Activities [DFID approved pending commencement]											
2.4.1	Inception Phase		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
	Implementation Phase		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
	Exit strategy		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
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					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
	TOTAL COMPONENT 1		#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!

	SPEND			Q2-19	Year 1		Y1 Q2-19		Q3-19	Year 1		Y1 Q3-19
Tasking Order No	Activities	Log-Frame Ref	Time Charge	Average Fee rate (B)	Price (A+B)	Expenses (D)	Total Q2-19	Time Charge (A)	Average Fee rate (B)	Price (A+B)	Expenses (D)	Total Q3-19
	Component 1 - Investment		(A) 0	fate (b)	£ -	£ -	£ -	(A) 0	fate (b)	£ -	£ -	£ -
	Inception Phase		0	£ -	£ -	£ -	f -	0	f -	£ -	£ -	£ -
2.1.2	inception muse		Ü	-	£ -	 -	f -			£ -	-	f -
2.1.3					£ -		f -			£ -		f -
2.1.4					£ -		£ -	 		£ -		f -
2.1.5					£ -		£ -		<u> </u>	£ -		£ -
2.1.6					£ -		£ -			£ -		£ -
2.1.7					£ -		£ -			£ -		£ -
	Implementation Phase		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
2.2.1					£ -		£ -			£ -		£ -
2.2.2					£ -		£ -			£ -		£ -
2.2.3					£ -		£ -			£ -		£ -
2.2.4					£ -		£ -			£ -		£ -
2.2.5					£ -		£ -			£ -		£ -
2.2.6					£ -		£ -	1	İ	£ -		£ -
	Exit strategy		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
2.3.1					£ -		£ -			£ -		£ -
2.3.2					£ -		£ -			£ -		£ -
2.3.3					£ -		£ -			£ -		£ -
2.3.4					£ -		£ -			£ -		£ -
2.3.5					£ -		£ -			£ -		£ -
2.3.6					£ -		£ -			£ -		£ -
2.4	Component 1 - Pipeline Activities [DFID approved pending commencement]											
2.4.1	Inception Phase		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
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					£ -		£ -			£ -		£ -
	Implementation Phase		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
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					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
	Exit strategy		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
					£ -		£ -			£ -		£ -
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	TOTAL COMPONENT 1		#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!

	SPEND			Q4-19 `	Year 1	Y1 Q4-19			
Tasking	Activities	Log-Frame Ref	Time Charge	Average Fee	Price (A+B)	Expenses (D)	Total Q4-19	Total Y1	% Programme
Order No		208	(A)	rate (B)					Budget
	Component 1 - Investment		0	£ -	£ -	£ -	£ -	£ -	#VALUE!
	Inception Phase		0	£ -	£ -	£ -	£ -	£ -	#VALUE!
2.1.2					£ -		£ -	£ -	#VALUE!
2.1.3					£ -		£ -	£ -	#VALUE!
2.1.4					£ -		f -	£ -	#VALUE!
2.1.5			-		£ -		£ -	£ -	#VALUE!
2.1.6 2.1.7					£ -		f -	_	#VALUE!
	Implementation Phase		0	£ -	£ -	£ -	£ -		#VALUE!
	Implementation Phase		U	£ -	£ -	I -	£ -	£ -	#VALUE!
2.2.1 2.2.2			-		f -	-	£ -	£ -	
2.2.2					f -		f -	£ -	#VALUE!
2.2.3					f -		£ -	£ -	#VALUE!
2.2.4			-		f -	-	f -	£ -	#VALUE!
2.2.6					£ -		£ -	£ -	#VALUE!
	Exit strategy		0	£ -	£ -	£ -	£ -	£ -	#VALUE!
2.3.1	LAIL Strategy		U		£ -		£ -	£ -	#VALUE!
2.3.2					£ -		£ -	£ -	#VALUE!
2.3.3			-		£ -		£ -	£ -	#VALUE!
2.3.4					£ -		£ -	£ -	#VALUE!
2.3.5					£ -		£ -	£ -	#VALUE!
2.3.6					£ -		£ -	£ -	#VALUE!
2.4	Component 1 - Pipeline Activities [DFID approved pending commencement]				L				#VALUE:
	Inception Phase		0	£ -	£ -	£ -	£ -	£ -	#VALUE!
2.4.1	inception rhase		U	L	£ -	_	£ -	£ -	#VALUE!
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					£ -		£ -	£ -	#VALUE!
					£ -		£ -	£ -	#VALUE!
	Implementation Phase		0	£ -	£ -	£ -	£ -	£ -	#VALUE!
	- The state of the			_	£ -	_	£ -	£ -	#VALUE!
					£ -		£ -	£ -	#VALUE!
					£ -		£ -	£ -	#VALUE!
					£ -		£ -	£ -	#VALUE!
					£ -		£ -	£ -	#VALUE!
					£ -		£ -	£ -	#VALUE!
	Exit strategy		0	£ -	£ -	£ -	£ -	£ -	#VALUE!
	·				£ -		£ -	£ -	#VALUE!
					£ -		£ -	£ -	#VALUE!
					£ -		£ -	£ -	#VALUE!
					£ -		£ -	£ -	#VALUE!
					£ -		£ -	£ -	#VALUE!
					£ -		£ -	£ -	#VALUE!
	TOTAL COMPONENT 1		#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!

			Overall c	osts per s	pend cate	egory									
	SPEND			Fees		Tray			Travel					Evnanasa sub	
Tasking Order No	Activities	Log-Frame Ref	Programme Leadership	Programme Admin	Technical Advisors	PerDiem	Accomodation n	Flights Int.	Flights Reg.	Other Trav	Othe.	r Costs	Equip. etc.	Expenses sub- total	TOTAL
	Component 1 - Investment		£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£	-	£ -	£ -	£ -
	Inception Phase		£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£	-	£ -	£ -	£ -
2.1.2														£ -	£ -
2.1.3														£ -	£ -
2.1.4														£ -	£ -
2.1.5														£ -	£ -
2.1.6														£ -	£ -
2.1.7														£ -	£ -
2.2	Implementation Phase		£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£	-	£ -	£ -	£ -
2.2.1														£ -	£ -
2.2.2														£ -	£ -
2.2.3														£ -	£ -
2.2.4											1			£ -	£ -
2.2.5														£ -	£ -
2.2.6											1			£ -	£ -
	Exit strategy		£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£	-	£ -	£ -	£ -
2.3.1	C,													£ -	£ -
2.3.2														£ -	£ -
2.3.3														£ -	£ -
2.3.4														£ -	£ -
2.3.5														£ -	£ -
2.3.6														£ -	£ -
2.4	Component 1 - Pipeline Activities [DFID approved pending commencement]														
2.4.1	Inception Phase		£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£	-	£ -	£ -	£ -
														£ -	£ -
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	Implementation Phase		£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£	-	£ -	£ -	£ -
														£ -	£ -
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														£ -	£ -
														£ -	£ -
	Exit strategy		£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£	-	£ -	£ -	£ -
														£ -	£ -
														£ -	£ -
														£ -	£ -
														£ -	£ -
														£ -	£ -
														£ -	£ -
	TOTAL COMPONENT 1		£ -	£ -	£ -	£ -	£ -	£ -	C	£ -	£	-	£ -		£ -

Quantity of units per spend category

	SPEND		Fees			Travel								
Tasking Order No	Activities	Log-Frame Ref	Programme Leadership	Programme Admin	Technical Advisors	PerDiem		Flights Int.	Flights Reg.	Other Trav.	Other Costs	Equip. etc.	Expenses sub- total	TOTAL
	Component 1 - Investment		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.1.1	Inception Phase		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.1.2													0.00	0.00
2.1.3													0.00	0.00
2.1.4													0.00	0.00
2.1.5													0.00	0.00
2.1.6													0.00	0.00
2.1.7													0.00	0.00
	Implementation Phase		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.2.1								-		<u> </u>			0.00	0.00
2.2.2													0.00	0.00
2.2.3													0.00	0.00
2.2.4 2.2.5								-		-			0.00	0.00
2.2.6													0.00	0.00
	Exit strategy		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.3.1	- Late Strategy		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.3.2													0.00	0.00
2.3.3													0.00	0.00
2.3.4													0.00	0.00
2.3.5													0.00	0.00
2.3.6													0.00	0.00
2.4	Component 1 - Pipeline Activities [DFID approved pending commencement]													
2.4.1	Inception Phase		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
													0.00	0.00
													0.00	0.00
													0.00	0.00
													0.00	0.00
								-					0.00	0.00
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	Implementation Phase		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
								1		-			0.00	0.00
										-			0.00	0.00
													0.00	0.00
													0.00	0.00
													0.00	0.00
	Exit strategy		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
													0.00	0.00
									i				0.00	0.00
													0.00	0.00
													0.00	0.00
													0.00	0.00
													0.00	0.00
	TOTAL COMPONENT 1		-	-	-	-	-	-	-	-	_	-		-
	TOTAL COMMITTEE TO THE													

	BUDGET			Inc	eption			Inception	n Q1-19 Year 1				Y1 Q1-	19
Tasking Order No	Activities	Log-Frame Ref	Time Charge (A)	Average Fee		(A+B)	Expenses (D)	Total Inception	Time Charge (A)	Average Fee rate (B)		Expenses (D)	Total Q1	L-19
	Component 1 - Investment, Spent		0	£ -	£	-	£ -	£ -	0	£ -	£ -	£ -	£	-
2.1.1	Inception Phase		0	£ -	£	-	£ -	£ -	0	£ -	£ -	£ -	£	-
2.1.2					£	-		£ -			£ -		£	-
2.1.3					£	-		£ -			£ -		£	-
2.1.4					£	-		£ -			£ -		£	-
2.1.5					£	-		£ -			£ -		£	-
2.1.6					£	-		£ -			£ -		£	-
2.1.7					£	-		£ -			£ -		£	-
2.2	Implementation Phase		0	£ -	£	-	£ -	£ -	0	£ -	£ -	£ -	£	-
2.2.1					£	-		£ -			£ -		£	-
2.2.2					£	-		£ -			£ -		£	-
2.2.3					£	-		£ -			£ -		£	-
2.2.4					£	-		£ -			£ -		£	-
2.2.5					£	-		£ -			£ -		£	-
2.2.6					£	-		£ -			£ -		£	-
2.3	Exit strategy		0	£ -	£	-	£ -	£ -	0	£ -	£ -	£ -	£	-
2.3.1					£	-		£ -			£ -		£	-
2.3.2					£	-		£ -			£ -		£	-
2.3.3					£	-		£ -			£ -		£	-
2.3.4					£	-		£ -			£ -		£	-
2.3.5					£	-		£ -			£ -		£	-
2.3.6					£	-		£ -			£ -		£	-
2.4	Component 1 - Pipeline Activities [DFID approved pending commencement]													
2.4.1	Inception Phase		0	£ -	£	-	£ -	£ -	0	£ -	£ -	£ -	£	-
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	Implementation Phase		0	£ -	£	-	£ -	£ -	0	£ -	£ -	£ -	£	-
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	Exit strategy		0	£ -	£	-	£ -	£ -	0	£ -	£ -	£ -	£	-
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	TOTAL COMPONENT 1		#VALUE!	#VALUE!	#VAL	.UE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALU	E!

	BUDGET			Q2-19	Year 1		Y1 Q2-19		Q3-19	Year 1		Y1 Q3-19
Tasking Order No	Activities	Log-Frame Ref	Time Charge (A)	Average Fee rate (B)	Price (A+B)	Expenses (D)	Total Q2-19	Time Charge (A)	Average Fee rate (B)	Price (A+B)	Expenses (D)	Total Q3-19
	Component 1 - Investment, Spent		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
2.1.1	Inception Phase		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
2.1.2					£ -		£ -			£ -		£ -
2.1.3					£ -		£ -			£ -		£ -
2.1.4					£ -		£ -			£ -		£ -
2.1.5					£ -		£ -			£ -		£ -
2.1.6					£ -		£ -			£ -		£ -
2.1.7					£ -		£ -			£ -		£ -
2.2	Implementation Phase		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
2.2.1					£ -		£ -			£ -		£ -
2.2.2					£ -		£ -			£ -		£ -
2.2.3					£ -		£ -			£ -		£ -
2.2.4					£ -		£ -			£ -		£ -
2.2.5					£ -		£ -			£ -		£ -
2.2.6					£ -		£ -			£ -		£ -
2.3	Exit strategy		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
2.3.1					£ -		£ -			£ -		£ -
2.3.2					£ -		£ -			£ -		£ -
2.3.3					£ -		£ -			£ -		£ -
2.3.4					£ -		£ -			£ -		£ -
2.3.5					£ -		£ -			£ -		£ -
2.3.6					£ -		£ -			£ -		£ -
2.4	Component 1 - Pipeline Activities [DFID approved pending commencement]											
2.4.1	Inception Phase		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
					£ -		£ -			£ -		£ -
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					£ -		£ -			£ -		£ -
	Implementation Phase		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
					£ -		£ -			£ -		£ -
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					£ -		£ -			£ -		£ -
	Exit strategy		0	£ -	£ -	£ -	£ -	0	£ -	£ -	£ -	£ -
					£ -		£ -			£ -		£ -
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					£ -		£ -			£ -		£ -
					£ -		£ -			£ -		£ -
	TOTAL COMPONENT 1		#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!

	BUDGET	BUDGET Q4-19 Year 1			Y1 Q4-19	Y1 Q4-19			
Tasking Order No	Activities	Log-Frame Ref	Time Charge (A)	Average Fee rate (B)	Price (A+B)	Expenses (D)	Total Q4-19	Total Y1	% Programme Budget
2.1	Component 1 - Investment, Spent		0	£ -	£ -	£ -	£ -	£ -	#VALUE!
2.1.1	Inception Phase		0	£ -	£ -	£ -	£ -	£ -	#VALUE!
2.1.2					£ -		£ -	£ -	#VALUE!
2.1.3					£ -		£ -	£ -	#VALUE!
2.1.4					£ -		£ -	£ -	#VALUE!
2.1.5					£ -		£ -	£ -	#VALUE!
2.1.6					£ -		£ -	£ -	#VALUE!
2.1.7					£ -		£ -	£ -	#VALUE!
2.2	Implementation Phase		0	£ -	£ -	£ -	£ -	£ -	#VALUE!
2.2.1					£ -		£ -	£ -	#VALUE!
2.2.2					£ -		£ -	£ -	#VALUE!
2.2.3					£ -		£ -	£ -	#VALUE!
2.2.4					£ -		£ -	£ -	#VALUE!
2.2.5					£ -		£ -	£ -	#VALUE!
2.2.6					£ -		£ -	£ -	#VALUE!
2.3	Exit strategy		0	£ -	£ -	£ -	£ -	£ -	#VALUE!
2.3.1					£ -		£ -	£ -	#VALUE!
2.3.2					£ -		£ -	£ -	#VALUE!
2.3.3					£ -		£ -	£ -	#VALUE!
2.3.4					£ -		£ -	£ -	#VALUE!
2.3.5					£ -		£ -	£ -	#VALUE!
2.3.6					£ -		£ -	£ -	#VALUE!
2.4	Component 1 - Pipeline Activities [DFID approved pending commencement]								
2.4.1	Inception Phase		0	£ -	£ -	£ -	£ -	£ -	#VALUE!
					£ -		£ -	£ -	#VALUE!
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	Implementation Phase		0	£ -	£ -	£ -	£ -	£ -	#VALUE!
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	Exit strategy		0	£ -	£ -	£ -	£ -	£ -	#VALUE!
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					£ -		£ -	£ -	#VALUE!
	TOTAL COMPONENT 1		#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!

				Overall costs per spend category															
BUDGET		Fees Travel										Equip	Evnances out						
Tasking Order No	Activities	Log-Frame Ref	Programn Leadershi		Programme Admin	Technical Advisors	PerDiem	1	Accomodatio n	Fligh Int		Flights Reg.	Other	Trav.	Other	Costs	Equip. etc.	Expenses sub- total	TOTAL
	Component 1 - Investment, Spent		£ -	_		£ -	£ -		£ -	^	-	£ -	£	-	£	_	£ -	£ -	£ -
2.1.1	Inception Phase		£ -	1	£ -	£ -	£ -	_	£ -	£	-	£ -	£		£		£ -		£ -
2.1.2	,		~	Ť	~		~	T		_			~						£ -
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2.1.4				十			1	十			一							£ -	£ -
2.1.5				十				十			\neg							£ -	£ -
2.1.6				十				十			\neg							£ -	£ -
2.1.7				十				十			\neg							£ -	£ -
2.2	Implementation Phase		£ -	1	£ -	£ -	£ -	1	£ -	£	-	£ -	£	-	£	-	£ -	£ -	£ -
2.2.1	,			T				T										£ -	£ -
2.2.2				十				十			\neg							£ -	£ -
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2.2.4				十			1	十			\neg							£ -	£ -
2.2.5				$^{+}$			1	+							1			£ -	£ -
2.2.6				$^{+}$			1	+							1			£ -	£ -
	Exit strategy		£ -	1	£ -	£ -	£ -		£ -	£	-	£ -	£	-	£		£ -		£ -
2.3.1			~	+	~	~	~	T		_		~	~		~				£ -
2.3.2				十				\top			\dashv								£ -
2.3.3				十				十			\dashv							~	£ -
2.3.4				+				+			\dashv							~	£ -
2.3.5				+				+			-								£ -
2.3.6				+				+			-							~	£ -
2.4	Component 1 - Pipeline Activities [DFID approved pending commencement]			+				+										~	~
2.4.1	Inception Phase		£ -	9	£ -	£ -	£ -	1	£ -	£	-	£ -	£	-	£		£ -	£ -	£ -
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	Implementation Phase		£ -	1	£ -	£ -	£ -	1	£ -	£	-	£ -	£	-	£	-	£ -		£ -
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	TOTAL COMPONENT 4		C		C	C	0		<u> </u>	0		C					C		
	TOTAL COMPONENT 1		£ -	,	£ -	£ -	£ -		£ -	L		£ -	L	-	£	-	£ -		£ -

Quantity of units per spend category

	BUDGET		Fees			Travel								
Tasking Order No	Activities	Log-Frame Ref	Programme Leadership	Programme Admin	Technical Advisors	PerDiem		Flights Int.	Flights Reg.	Other Trav.	Other Costs	Equip. etc.	Expenses sub- total	TOTAL
	Component 1 - Investment, Spent		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.1.1	Inception Phase		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.1.2													0.00	0.00
2.1.3													0.00	0.00
2.1.4													0.00	0.00
2.1.5													0.00	0.00
2.1.6													0.00	0.00
2.1.7													0.00	0.00
	Implementation Phase		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.2.1													0.00	0.00
2.2.2													0.00	0.00
2.2.3													0.00	0.00
2.2.4												-	0.00	0.00
2.2.5													0.00	0.00
2.2.6			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Exit strategy		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.3.1													0.00	0.00
2.3.2 2.3.3												-	0.00	0.00
													0.00	0.00
2.3.4 2.3.5												-	0.00	0.00
2.3.6													0.00	0.00
	Component 1 - Pipeline Activities [DFID approved pending commencement]												0.00	0.00
	Inception Phase		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.7.1	inception i nose		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
													0.00	0.00
													0.00	0.00
													0.00	0.00
													0.00	0.00
													0.00	0.00
	Implementation Phase		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
													0.00	0.00
													0.00	0.00
													0.00	0.00
													0.00	0.00
													0.00	0.00
													0.00	0.00
	Exit strategy		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
													0.00	0.00
													0.00	0.00
													0.00	0.00
													0.00	0.00
													0.00	0.00
													0.00	0.00
	TOTAL COMPONENT 1		-	-		-		-	-	-	-	-		-

Task Order Title	
Project Name	
Work-Stream and WBS	
Task Order Number	
Issue Date	
Proposed start date	
Priority (Low/Medium/High)	

Under clause XXX of the contract, the following Task Order is issued:

1. Summa	1. Summary of Tasks captured within the Task Order									
	Task Name		Task Value, £							
-										

2. Total of the	Prices for the Task Order	£	-
3. DFID Authorisation			
Authorising Signatory Name			
(Programme Officer)			
Signature			
Date			
Authorising Signatory Name			
(Senior Reporting Officer)			
Signature			· ·

 $\underline{\text{Section 2 to 7 are to be completed for each Task captured within this task order}}$

	1. Detailed description of the	e work in the Task		
ſ	a. Task Name		b. Work-Stream and WBS	
ſ	c. Start Date		d. Completion Date	
ſ	e. Total Task Fee Price		f. Total Task Expenses	
ı	g. Remarks and Log-Frame	The activities included in this Task Order contribute to Logframe Output XX		

G. Remarks and Log-Frame Tr Output/Outcome to which the task will contribute

2. Detailed description of the work in the Task

ist of items of work in the Task in which item Items/Activities	s taken from the Task Sche Personnel Name	Job Family	Innuta	Fee Rate £	Total fees		Expenses, £		Total Expenses	Log From s	KF
items/Activities	Personnel Name	Job Family	Inputs Number of	ree Rate £	i otal fees	Category	Number of Unit	Unit £	_ Total Expenses	Log Frame Output /	contrib
			ramber of			Per Diem	Number of Onit	OTHE Z	£ -	Output 7	COITE
						Accomodation					
						Flights					
						Other Travel					
						Per Diem			£ -		
						Accomodation					
						Flights					
						Other Travel					
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						Other Travel					

5. Key Deliverables as identified within the Scope	
S Cafaguarding and Sustainability Strategies	
6. Safeguarding and Sustainability Strategies	
7. Supporting Documents pertaining to the Task	