

CALLDOWN CONTRACT

Framework Agreement with: Coffey International Development

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

Framework Agreement Purchase Order Number: PO 5859

Call-down Contract For: SPRING Monitoring & Evaluation

Contract Purchase Order Number: PO 6904

I refer to the following:

1. The above mentioned Framework Agreement dated 28th August 2012;
2. Your proposal of October 2014;
3. Your letter of 5th November 2014;
4. Your letter of 1st December 2014;
5. Your email of 15th December 2014, 17:28;
6. Your email of 5th January 2015, 23:37

and I confirm that DFID requires you to provide the Services (Annex A), under the Terms and Conditions of the Framework Agreement which shall apply to this Call-down Contract as if expressly incorporated herein.

1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than **30th January 2015** ("the Start Date") and the Services shall be completed by **30th June 2022** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

- 2.1 DFID requires the Supplier to provide the Services to DFID, the Nike Foundation and USAID ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £2,999,989 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

28. Milestone Payment Basis

- 28.1 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At

each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of DFID.

When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 28.1 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

4. DFID Officials

4.1 The Project Officer is:

[redacted]

4.2 The Contract Officer is:

[redacted]

5. Key Personnel

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

[redacted]

6. Reports

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

7. Break Points

There are two formal break points in the contract – at the independent mid-term evaluation of the programme (May 2017) and at the end of the implementation phase of the SPRING contract (PO 6802 – Implementation of SPRING: A Business Incubator Driving Product Innovations to Improve the Lives of Girls in Poverty) in September 2018. Progression to subsequent phases of the M&E contract at these points will be subject to the outcomes of reviews, satisfactory performance of the Supplier and agreement to any revised work plans or budgets.

If a break clause is used in the implementing contract, the M&E contract will continue for 3 years after this time, to complete ongoing impact evaluation activity.

8. Scale Up/Down

The Supplier shall commit to begin fully prepared in the event any decision is made to scale up (increase) or scale down (decrease) the scope of the Programme (i.e., in relation to the Programme's inputs, outputs, deliverables and outcomes) during the course of the Programme. Any scale up or down of the programme will be subject to an acceptance commercial agreement between DFID and the Supplier.

9. Acceptance of Planned Implementation Milestones

Due to the nature and duration of the programme, the Contract must have adequate provision for variation to adapt to changes that may occur during the life of the programme.

DFID shall, as a condition of proceeding with the current proposed milestones for the duration of the Contract, have the right to request changes to the milestones, to ensure the proposed approach supports continued delivery of Value for Money.

10. Verification of Milestones

Payment for the contract milestones will be based on DFID's acceptance of the deliverables set out in Annex B.

Upon receipt of completed milestones, DFID shall have up to 10, or otherwise mutually agreed, working days to confirm either acceptance of the deliverable, advise of any changes required before acceptance can be confirmed, or rejection should the deliverable be unsatisfactory. In the event of requiring additional time to review, DFID shall confirm a reasonable extension to this period. If any deficiency is identified, DFID will inform the Supplier in writing of the reason for rejection and remedial actions are to be proposed by the Supplier and agreed by DFID.

11. Duty of Care

All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call-down Contract will come under the duty of care of the Supplier:

- I. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
- II. The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified DFID in respect of:
 - II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
 - II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
- III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- V. Where DFID is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

12. Child Protection

The Supplier shall:

- a) perform its obligations under this Contract (including those in relation to the Services) in accordance with all applicable child protection Law and DFID policies (including equality, corporate social responsibility) and UN guidelines;
- b) be able to provide written comprehensive child protection policies, procedures and guidelines which are implemented by supplier, supplier personnel, servants, agents or sub-contractors, or any person acting on their behalf;
- c) carry out vetting/reference checks where necessary (in line with Annex A), and provide its staff, consultants, subcontractors and vendors training and guidelines for public use of images, videos, stories, voice, name, personal information, or written creations of children that includes obtaining consent from children and their legal guardians for the use of any images, videos, stories or other information relating to any children;
- d) comply with any other requirements and instructions which DFID reasonably imposes in connection with child protection obligations imposed on DFID at any time under applicable child protection Law; and
- e) take all necessary steps, and inform DFID of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal.

13. Call-down Contract Signature

- 13.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within 15 working days of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.

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

Name: [redacted]

Position: Procurement & Commercial Manager

Signature:

Date: 21 January 2015

For and on behalf of
Coffey International Development

Name:

Position:

Signature:

Date: