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File Ref: PO 7393

Date: 2nd August 2019

Contract Amendment No: 2

CONTRACT FOR: UK Aid Direct – Fund Manager

CONTRACT NUMBER: PO 7393

With reference to the contract dated 28th September 2015, as most recently amended by the letter dated 31st March 2016 both Parties have in principle agreed to the following variations to the Contract:

Section 1 – Form of Contract

Paragraph 3 – Commencement and Duration of the Services

DELETE The supplier shall start the Services on 28th September 2015 (the “Start Date”) and shall complete them by 31st August 2025 (the “End Date”) unless this Contract is terminated earlier in accordance with its terms and conditions.

INSERT The supplier shall start the Services on 1st October 2015 (the “Start Date”) and shall complete them by 30th September 2025 (the “End Date”) unless this Contract is terminated earlier in accordance with its terms and conditions.

Paragraph 4 – Financial Limit

DELETE	Payments under this Contract shall not, in any circumstances, exceed £160,726,957.45 Exclusive of any government tax, if applicable, ("the Financial Limit"), of which £10,726,957.45 is in respect of management fees payable under the terms of the contract as detailed in Section 5. The balance, £150,000,000 is funds ring-fenced as grant funding for Civil Society Organisations.
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INSERT Payments under this Contract shall not, in any circumstances, exceed £162,794,632.45 Exclusive of any government tax, if applicable, ("the Financial Limit"), of which £12,794,632.45 is in respect of management fees payable under the terms of the contract as detailed in Section 5. The balance, £150,000,000 is funds ring-fenced as grant funding for Civil Society Organisations.

Section 4 – Special Conditions

Paragraph 3 – Key Personnel

DELETE	INSERT
Fund Director	Fund Director
Deputy Director	Deputy Director
Head of Fiduciary Risk	Head of Fiduciary Risk
Communications Mgr	Communications Mgr
Digital Manager	Digital Manager

Project Manager	XXXXXXXXXXXXXXXXXXXX	Project Manager	
Finance Manager	XXXXXXXXXXXXXXXXXXXX	Finance Manager	

Para 7 – Limitation of Liability

DELETE

The Suppliers Limit of liability shall be as provided for in Clause 35 of Section 2 unless a different amount is provided for below in which event that different amount shall apply.

~~£ /XXXXXXXX~~ or the amount committed by DFID as grant funds whichever is the greater.

INSERT

The Suppliers Limit of liability shall be as provided for in Clause 36 of Section 2 unless a different amount is provided for below in which event that different amount shall apply.

2. These amendments relate to

- An increase to the Financial Limit to reflect the change in scope of the programme since commencement.
- An update to Key Personnel
- An amendment to the limit of the suppliers liability – now to be based on the management fees value rather than the full contract value (which includes grants disbursed by the supplier on behalf of DFID)

3. Please confirm in writing by signing and returning one copy of this letter, within **15 working days** of the date of signature on behalf of DFID that you accept the variation[s] set out herein.

4. The Contract, including any previous variation, shall remain effective and unaltered except as amended by this letter.

5. Words and expressions in this letter shall have the meanings given to them in the Contract.

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

Name:

Position:

Signature:

Date:

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

Name:

Signature:

Date:

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