

CALLDOWN CONTRACT

Framework Agreement with: **Pegasys Europe Ltd**

Framework Agreement for: **International Multi-disciplinary Programme (IMDP), Lot 1
Climate Change & Environment**

Framework Agreement Purchase Order Number: []

Call-down Contract For: **Impact Investment Fund- Biodiversity Study**

Contract Purchase Order Number: [To be confirmed]

I refer to the following:

1. The above mentioned Framework Agreement dated **16th December 2021**;
2. Your proposal of **19th November 2021**

and I confirm that Defra 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 **16th December 2021** ("the Start Date") and the Services shall be completed by **28th March 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 DEFRA REQUIRES the Supplier to provide the Services to the **International Climate Finance, International Biodiversity and Climate team** ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed **£111,010** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

4. Officials

DEFRA

- 4.1 The Contract Officer is:



- 4.2 The Project Officer is:



Foreign, Commonwealth
& Development Office



Department
for Environment
Food & Rural Affairs



[REDACTED]

Supplier

4.3 The Contract Officer is:

[REDACTED]

4.4 The Project Officer is:

[REDACTED]

5. Key Personnel

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

[REDACTED]

6. Reports

6.1 The Supplier shall submit project reports in accordance with the Specification of Requirements Work at Annex A- Specification of Requirements.

7. Duty of Care

7.1 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 FCDO 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 FCDO is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

8. Limitation of Liability

- 8.1 The Supplier's limit of liability shall be as provided for in Clause 35.2 of Section 2 (Standard Terms and Conditions) unless a different amount is provided for below in which event that different amount shall apply.

Supplier's Limit of Liability for the purposes of Clause 35.2 shall be £111,010.

Where DEFRA has inserted a figure in this paragraph 8, then the reference to Financial Limit in Clause 35.2 shall instead be a reference to the limit of liability set out here.

9. Monitoring of Call-down Contract Performance

- 9.1 The Supplier shall comply with the performance monitoring conditions set out in Annex A.

10. Commercial Caveats

- 10.1 The following commercial caveats shall apply:
- Fees will only be paid for productive days or whilst travelling at DEFRA's request.
 - DEFRA will not pay for a day of rest following travel, either Overseas or in the UK.
 - DEFRA will only pay for security services which have been mutually agreed in advance and at cost.
 - DEFRA will not reimburse costs for normal tools of the trade (e.g. portable personal computers).
 - Rented accommodation should be used whenever possible and in particular for Long Term visits.
 - Hotel accommodation should be compliant with the expenses policy and justified on the basis of Value for Money, with costs kept to a minimum.
 - Receipts must be retained for all expenses.
 - As detailed elsewhere in the tender documents, DEFRA will only pay for expenses e.g. travel, subsistence and accommodation at actual cost within the pre-agreed policy.

11. Call-down Contract Signature

- 11.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at



Foreign, Commonwealth
& Development Office



Department
for Environment
Food & Rural Affairs



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 DEFRA, DEFRA will be entitled, at its sole discretion, to declare this Call-down Contract void.

For and on behalf of
The Secretary of State for Environment,
Food and Rural Affairs

Name:
Position:

Signature:

Date: 15th December 2021

For and on behalf of
Pegasys Europe Ltd

Date: 22nd December 2021

Annex A

Specification of Requirements



Specification_Defra
_impact_investment

