

## CONTRACT FOR SUPPLIER SERVICES

### Section 1 - FORM OF CONTRACT

**CONTRACT FOR** : Nigeria - Facility for Oil Sector Transparency and Reform – Phase II (FOSTER II)

**PURCHASE ORDER NUMBER :** PO 7376

**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** : Oxford Policy Management Limited ("Supplier")  
whose principal place of business, or, where the Supplier is a company,  
whose registered office is situated at Level 3, Clarendon House, 52  
Cornmarket Street, Oxford, OX1 3HJ

(together "the Parties").

#### **WHEREAS:**

##### **A.**

- I. DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to those in the Nigerian Government who are committed to improving the governance of extractive industries;
- II. Non-Government groups and individuals pushing Nigeria's extractive industries towards reform
- III. Nigerian citizens and communities (particularly those in areas affected by extractive industries).

(the "Recipients"); and

**B.** the Supplier has agreed to provide the Services on the terms and conditions set out in this Contract.

**IT IS HEREBY AGREED** as follows:

#### **1. Documents**

This Contract shall be comprised of the following documents:

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

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

## 2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 4) duly completed (including the applicable Purchase Order Number at the top of Section 1), and signed and dated on behalf of the Supplier within **15 working days** of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Contract void.

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

## 3. Commencement and Duration of the Services

The Supplier shall start the Services on 01 July 2016 (the "Start Date") and shall complete them by 30 June 2021 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions. The first year will include an inception phase (estimated to be 3 months from July 2016 - September 2016).

## 4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed £18,998,200 exclusive of any government tax, if applicable (the "Financial Limit").

## 5. Time of the Essence

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

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

Name:

Position: Procurement and Commercial Manager

Signature:

Date: 11 July 2016

For and on behalf of  
Oxford Policy Management Limited

Name:

Position: Managing Director

Signature:

Date: July 2016

CB116 (March 2014)