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CALLDOWN CONTRACT

Framework Agreement with: PricewaterhouseCoopers LLP - Lot 3

Framework Agreement for: Expert Advisory Call Down Service 2 (EACDS 2)
Lot 3 - British Investment Partnerships

Framework Agreement ECM Number: ECM_4862 - Lot 3

Call-down Contract For: DHSC:GH:Global AMR Innovation Fund

Contract Purchase Order Number: TBC post award

I refer to the following:

1. The above mentioned Framework Agreement dated **1 March 2023**;
2. Your proposal of **February 2024**

and I confirm that Department of Health and Social Care 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 **26th February 2024 ("the Start Date")** and **the Services shall be completed by 12th May 2024 ("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 THE DHSC requires the Supplier to provide the Services to the Department of Health and Social Care (the "Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £73,794.00 including expenses ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B).

The 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 Department of Health and Social Care.

4. DHSC Officials

- 4.1 The Project Officer is:

**Redacted in
accordance**



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4.2 The Contract Officer is:

Redacted in
accordance

5. Key Personnel

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

Not Applicable

6. Reports

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

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 the DHSC 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 the DHSC 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. Call-down Contract Signature

8.1 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 the DHSC. The DHSC will be entitled, at its sole discretion, to declare this Call-down Contract void.

No payment will be made to the Supplier under this Call-down Contract until a copy of the Call down Contract, signed on behalf of the Supplier, returned to the DHSC Contract Officer.



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Signed by an authorised signatory
for and on behalf of the Secretary
of State for Health and Social Care

Name: Redacted in accordance with
Position: Redacted in accordance with
Signature: Redacted in accordance with Sec 40 and/or Sec 43 of the Freedom of
Date: 29th February 2024

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

Name: Redacted in accordance with Sec
Position: Redacted in accordance with
Signature: Redacted in accordance with Sec 40 and/or Sec 43 of the Freedom of Information Act (2000)
Date: 26 February 2024



Call Down Contract

Annex A

Terms of Reference

GAMRIF Due Diligence Specification

1. Introduction

The Global AMR Innovation Fund (GAMRIF) is a UK aid fund that supports research and development around the world to reduce the threat of antimicrobial resistance (AMR) in low- and middle-income countries.

This Terms of Reference is for conducting a due diligence assessment of a new delivery partner of GAMRIF, who has never worked with HMG and is based in a low- and middle-income country. In their proposal, the Supplier must address the objectives and deliverables in Section 3 and Section 6 as well as the skills and requirements in Section 8. A suggested timeline is outlined in Section 13; Suppliers may suggest a variation to this alongside a rationale. However, shorter timelines are preferable owing to the significant time pressure of this project.

This project will be procured using FCDO's Expert Advisory Call-Down Service 2 (EACDS2), Lot 3. Please note that whilst this is a FCDO-owned Framework, this will be a DHSC-led Call Off Contract utilising Overseas Development Assistance (ODA) funds in the form of the Global Health Security (GHS) programme. References to FCDO in the Call Off Contract Framework Terms and Conditions will therefore be replaced with DHSC.

2. Background

GAMRIF is a >£70m Official Development Assistance (ODA) fund that was originally established as part of SR15 to invest in underfunded and neglected areas of early-stage, innovative research and development (R&D) that address AMR for the benefit of people in low- and middle-income countries (LMICs). GAMRIF is a 'One Health' fund that invests in product development research and R&D support services across human, animal and environmental health. The fund supports high-quality research from around the world that has the potential to lead to tangible innovations that will help to prevent, detect and/or treat drug-resistant infections in resource-poor settings. GAMRIF is part of the Department of Health and Social Care's (DHSC) Global Health Security (GHS) Programme and was renewed for a further 5 years as part of SR21 and a new business case approved by DHSC and HMT ministers in Dec 2022.

GAMRIF is a complex programme delivered through multiple national and international partners using a variety of mechanisms (bilateral partnerships, global initiatives, and product development partnerships (PDPs) all involving an element of competition and/or procurement along the value chains. To date, our delivery partners (the organisations running research calls and administering downstream grants to successful applicants) have been all based in High-Income Countries. For most of these organisations, GAMRIF has conducted their own due diligence assessments according to Cabinet Office grant standards and other HMG requirements or pre-existing due diligence assessments, performed by another HMG entity in the last three years, have been used.

GAMRIF is currently preparing a new grant-making partnership with India, where we have identified C-



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CAMP (Centre for Cellular and Molecular Platforms) as a suitable delivery partner to run a new, global research call and administer grants to successful applicants on our behalf. As C-CAMP has never partnered with HMG before, we have concluded that an external due diligence assessment, undertaken by a third party, is necessary to ensure C-CAMP is able to run a global competition and administer the grants globally in accordance with ODA requirements and UK government grant standards.

3. Aims and objectives (of the due diligence)

To ensure robust management of UK taxpayers' money and excellence in programme delivery, GAMRIF has several responsibilities including under Cabinet Office grant standards, HMT 'Managing Public Money' guidance and FCDO's Smart Rules for ODA programmes. Therefore, the aims and objectives of this due diligence assessment is to understand whether C-CAMP – as the most likely prospective partner for GAMRIF to undertake a new, global research competition and grant management function on behalf of HMG – is:

- deemed fully compliant and competent to deliver against HMT, Cabinet Office and FCDO standards before any grant is finalised/signed; and
- able to run a new, global research competition and administer the grants globally in accordance with ODA requirements and UK government grant standards.

This will inform a final decision to proceed, or not, with a grant to C-CAMP as a new delivery partner. It will also be used to determine if any conditions on the funding arrangement need to be established and how these will be monitored over the course of any eventual grant.

4. Working arrangements

DHSC expects regular interaction between DHSC's Project Manager and the Supplier throughout the duration of the contract to ensure that emerging issues identified through the due diligence are communicated promptly. The DHSC Project Manager and the Supplier point of contact are expected to maintain weekly contact throughout the contract.

5. Methodology

DHSC expect the due diligence assessment to use a mixture of desk-based research based on key documents and other assessable information, key informant interviews and an in-person, site visit to India. DHSC expects the due diligence assessment to be based on the FCDO Enhanced Due Diligence Framework, which evaluates partners through five pillars:

1. Governance & Internal Controls
2. Ability to Deliver
3. Financial Stability
4. Downstream Delivery
5. Safeguarding

The FCDO Enhanced Due Diligence Framework is set out in key documents below:

- <https://assets.publishing.service.gov.uk/media/61af633ae90e070446653d4b/Due-Diligence->



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[Guide-External-partners3.odt](#)

- <https://www.gov.uk/government/publications/dfid-enhanced-due-diligence-safeguarding-for-external-partners>

An in-depth overview of the FCDO Due Diligence Framework (excluding the Pillar 5 – Safeguarding) is set out below:

- <https://assets.publishing.service.gov.uk/media/5a7d6f48e5274a7b50cccf3c/Due-Diligence-framework.pdf>

Alongside the FCDO Enhanced Due Diligence Framework, the Supplier is also expected to consider the Indian legal context, as well as any relevant grant-making standards, in which C-CAMP operates, and any potential impact on their ability to deliver a new, global research call and administer grants on the behalf of HMG. Where conflicts between the two legal frameworks arise, the Supplier is expected to suggest reasonable solutions.

A project plan is expected to be delivered at the start of the due diligence assessment. Mid-way through, the Supplier should facilitate an emerging findings meeting with DHSC staff to present initial findings and discuss any potential conclusions and recommendations. Finally, the Supplier will produce a final due diligence report and facilitate a final meeting. The Supplier should account for one round of review of findings and recommendations.

6. Reporting and deliverables

The Supplier is expected to report according to the indicative timings in table below. Further detail will be clarified during the inception phase of the contract.

Deliverable	Due date
Project plan	1 week after contract signature
Emerging findings meeting (virtual)	2-3 weeks after contract signature
Final due diligence report	4-6 weeks after contract signature
Final meeting + Q&A (virtual)	4-6 weeks after contract signature

The contract will commence with a kick-off meeting within one (1) week of contract award to discuss the proposed requirements and outline the project plan. At the end of the first week after contract award, the Supplier is expected to deliver an agreed project plan to the DHSC for review and approval. The project plan shall contain the scope of the due diligence assessment, methodology, timeframes and key risks. Sign-off of the project plan will be at the discretion of DHSC. In the unlikely event that the project plan does not meet the DHSC's expectations, there will be a follow up remedial meeting within two (2) business days to determine the next steps, which may include terminating the contract.

The final due diligence report should be no longer than 30 pages, excluding annexes, and include an executive summary. The outline of the final report will follow the FCDO Enhanced Due Diligence Framework with a separate summary of all findings and recommendations classified according to agreed risk categories. The Supplier will present the final due diligence assessment as a final virtual meeting, which should allow sufficient time for a Q&A session between DHSC and the Supplier.



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Performance Monitoring

The following performance monitoring is expected to be in place:

- Kick-off meeting – withing one (1) week of contract award
- Mid-point review– after 2-3 weeks of contract award (may coincide with emerging findings meeting)
- Final review – after 4-6 weeks of contract signature (may coincide with final meeting + Q&A session)
- Weekly 'catch-up' virtual contact with the Supplier for the life of the contract
- Ad-hoc contact at the discretion of DHSC/Supplier for the life of the contract and will be determined by activities and performance related issues.

7. Project risk and challenges

The Supplier should provide and maintain a project risk register, which will build upon those initial risks identified in their proposal. As a minimum, this risk register will detail how the Supplier's approach will mitigate and, where appropriate, overcome each identified risk/challenge.

Required skills (of the due diligence team)

We require a Supplier that has a proven track record in conducting a due diligence assessment of an organisation based in a low- and middle-income country. The Supplier should also have a proven track record in assessing an organisations' capacity and capability in spending ODA funds and delivering on HMG grants, in particular their:

1. governance and internal controls;
2. ability to deliver, including to required timelines;
3. financial stability;
4. downstream delivery, including their ability to manage due diligence assessments on grantees and manage monitoring and payments with grantees outside their jurisdiction; and
5. ethics, including safeguarding and whistleblowing policies.

Due to the complexities of working across two jurisdictions, the Supplier must have a footprint in both the UK and in India. The Supplier should further have a good knowledge of the Indian legal system and how it aligns with UK legislature in the areas that concern the grant and partnership with C-CAMP. This will enable the Supplier to help translate requirements from the two legal frameworks and, where possible, suggest solutions where these might contradict each other (e.g. regarding data sharing). The Supplier should clearly set out the skills and expertise provided by each member of the proposed project team that meet the requirement.

8. DHSC responsibilities

DHSC will:

- (1) Provide a single point of contact (DHSC Project Manager) to liaise with/report to throughout the project including weekly update meetings;
- (2) Provide detailed background information at the start of the project to inform the project plan of the due diligence;
- (3) Provide ongoing guidance as required to conduct the due diligence assessment;
- (4) Ensure (via DHSC's Project Manager) that any guidance and feedback provided does not



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impact on the project timescales;

- (5) Provide guidance on the content, format and style required for the Reports;
- (6) Sign off (via DHSC's Project Manager) the due diligence approaches, deliverables and outputs.

9. Supplier responsibilities

- a) Appoint a Contract Manager to oversee the work and liaise with/report as DHSC requires to DHSC's Project Manager;
- b) Provide weekly updates (via telephone/VC) and ad hoc updates as required to DHSC's Project Manager;
- c) Make the DHSC aware of any risks to the project as early as possible, and the actions taken to mitigate these risks (particularly anything that may affect the project timescales);
- d) Have an active involvement in risk management. This will include:
 - Feeding into the programme risk register by completing necessary project templates where appropriate.
 - The Supplier will own any risks and actions because of the work they undertake.
- e) Resolve all complaints relating to on-site visits. All complaints and outcome of any complaint must also be reported to the DHSC in writing on a weekly basis. DHSC reserves the right to intervene in the handling of complaints.
- f) Utilise appropriate confidentiality and data security measures;
- g) There must be appropriate security safeguards, both physical and computer based, for the storage of data and documents relating to the due diligence data collected. These safeguards should be such that the organisation being assessed can be assured that the confidentiality of commercially sensitive, business and personal data will not be compromised.
- h) The Supplier should ensure appropriate secure storage of personal data, and have suitable means for its subsequent disposal, throughout the project.
- i) Provide DHSC with timely and on-going information relating to the programme;
- j) Provide updates on costs at key stages, with timings to be agreed between Supplier and DHSC's Project Manager; and
- k) Provide DHSC with the key outputs required at agreed reporting milestones, as detailed in the timetable below.

10. Timetable

The following timescales are for the purpose of setting the overall goals with respect to the timing of the work.

Ref	Buyer Needs Descriptions	Target Date
A.1	Complete project plan	1 week from start of contract
B.2	Emerging findings meeting	2-3 weeks from start of contact
C.1	First draft of due diligence report	3-5 weeks start of contract
C.2	Final due diligence report	4-6 weeks from start of contract



C.3	Final meeting + Q&A	4-6 weeks from start of contract
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11. Skills and knowledge transfer

The skills of the Supplier will not be transferred across to the DHSC at the end of the contract. However, the Supplier will deliver the outputs required (by the dates specified).

12. Budget

DHSC has estimated the cost of the contract, which has been informed by similar due diligence assessments in other ODA programmes. The GAMRIF due diligence assessment contract has a budget of up to £75,000 excluding VAT but including any applicable international taxes and expenses. The Supplier will be required to confirm in writing that their price proposal will be valid for a minimum of 150 calendar days from the date of submission. This should be adequate time for the contract to be awarded to the Supplier.

DHSC will only pay for expenses which can be evidenced with receipts and which adhere to DHSC's Expenses Policy (to be supplied post award) Where expenses exceed the limits set out in this policy, the Supplier will be required to cover any excess, unless a strong justification can be provided.

The project's costs will be broken down and paid as milestone payments upon completion of that milestone deliverable, and DHSC confirming that it accepts the deliverable. Only once the deliverable has been accepted will the Supplier be permitted to submit an invoice to DHSC for that milestone. The invoice total will be linked to the milestone value as provided in the Pricing Schedule of the Call Off Contract, and so if the deliverable does not meet DHSC's expectations then the Supplier will be required to rectify this at their own cost. DHSC has identified the following tasks of which milestones will be allocated. The Supplier will, as part of their pricing submission, be permitted to identify milestones under each of these tasks. The indicative tasks and indicative maximum budget caps are below. Bidders may propose different budgets if justified and provided that the total is below £75,000.

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16. Location

This project will take place remotely and in-person (site visit).



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18. General Data Protection Regulations (GDPR)

Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in App A and the standard clause 33 in section 2 of the Framework Agreement.

17. Further information

N/A



Appendix A of Call-down Contract (Terms of Reference)

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 DHSC and any changes to the content of this schedule must be agreed formally with DHSC under a Contract Variation.

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this Call-down Contract:</p> <p>DHSC is the Controller and the Supplier is the Processor in accordance with Clause 33 (Section 2 of the contract) of the following Personal Data:</p> <p>Contact details</p>
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively carry out the due diligence assessment of a new, prospective delivery partner of the Global AMR Innovation Fund (GAMRIF).
Duration of the processing	From the start of the Services to when the Services shall be completed.
Nature and purposes of the processing	This Terms of Reference is for conducting a due diligence assessment of a new delivery partner of GAMRIF, who has never worked with HMG and is based in a low- and middle-income country.
Type of Personal Data [and Special Categories of Personal Data]	<p>Name, address, telephone number, email, salary, work-place and other affiliations</p> <p>GAMRIF staff; GAMRIF collaborators/delivery partners; GAMRIF stakeholders.</p>
Plan for return and destruction of the data once processing complete	<p>(UNLESS requirement under EU or European member state law to preserve that type of data).</p> <p>The Processor will be able to access the data directly through the GAMRIF team. The access to the GAMRIF team will be permitted until the end of the contract.</p>



Payment Schedule

Milestone	Proposed Milestone Date	Proposed Payment budget
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