

## CALLDOWN CONTRACT

**Framework Agreement with: Adam Smith International**

**Framework Agreement for: Governance and Security**

**Framework Agreement Purchase Order Number: PO 5672**

**Call-down Contract For: Strengthening Uganda's Anti-Corruption and Accountability Regime  
Anti-Corruption Chain (SUGAR-ACC)**

**Contract Purchase Order Number: PO 6902**

I refer to the following:

1. The above mentioned Framework Agreement dated 24 February 2012

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 4<sup>th</sup> May 2015 ("the Start Date") and the Services shall be completed by 3 May 2020 ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement. (Subject to positive assessment two, one year extensions will be available after this phase, making the programme a possible seven year investment (5+1+1) ending in May 2022)

### **2. Recipient**

DFID requires the supplier to provide the services to include but not limited to;

The Office of the Auditor General (OAG)  
The Public Accounts Committee (PAC)  
The Inspectorate of Government (IG)  
The Public Service Commission (PSC)  
The Financial Intelligence Authority (FIA)  
The Central Investigation and Intelligence Department of the Police (CIID)  
The Department of Public Prosecutions (DPP)  
The Anti-Corruption of the High Court (ACH)

### **3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not, exceed £13,953,677 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B. **OR**

When Payments shall be made on a 'Milestone Payment Basis' the following Clause 28.1 shall be substituted for Clause 28.1 of the Framework Agreement.



## 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:

\*

4.2 The Contract Officer is:

\*

## 5. Key Personnel

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

\*

## 6. Reports

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

## 7 Pool Band Rates and Approval for Implementation Phase

7.1 Included in the Inception Report, there will be a detailed methodology provided by the SP which will outline the strategy to work across the 5 Workstreams. Each consultant deployed through the Technical Assistance Pool (A to F in Table 1 below), will have their CV and rate approved by DFID, prior to deployment, on a case by case basis.

### Table 1

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**8. Break Clauses**

- 8.1 The key review points for the programme and Contract are described in the Terms of Reference (ToR)
- 8.2 At the end of the 12 month Inception phase, there will be a contract break point to review inception outputs. Progress to the implementation phase will be subject to the satisfactory performance of the SP, delivery of inception outputs and the continuing needs of the programme and approval of Inception review report, along with recommendations and an action plan on their implementation. There will be further break points at the conclusion of the annual reviews of the programme in March 2016-20, and at the mid-point review in 2017, to allow an on-going assessment of the successful operation of the work and progress against objectives.
- 8.3 The SP shall use reasonable endeavours to keep its financial commitments limited to the duration of each phase to avoid unnecessary expense in the event of early variation or termination of this Contract.

**9. Call-down Contract Signature**

- 9.1 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: \*  
Position: Contract Officer  
Signature:  
Date: 18 May 2015

For and on behalf of  
Adam Smith International

Name:  
Position:  
Signature:  
Date:

\* text redacted under the exemptions set out by the Freedom of Information Act