

CALLDOWN CONTRACT

Framework Agreement with: **IMC Worldwide Limited**

Framework Agreement for: **Expert Advisory Call Down Service Lot C**

Framework Agreement Purchase Order Number: **PO 7468**

Call-down Contract For: **Implementation of the Malawi Oil Sector Transformation Programme (MOST)**

Contract Purchase Order Number: **PO 8068**

I refer to the following:

1. The above mentioned Framework Agreement dated **29th September 2016**;
2. Your proposal of **6th September 2017**; e-mail dated **21st September 2017** from IMC.

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 **23rd November 2017** ("the Start Date") and the Services shall be completed by **31st August 2018** ("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 DFID requires the Supplier to provide the Services to the **people of Malawi** ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed **£1,389,300** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

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:

*, DFID Malawi.

4.2 The Contract Officer is:

*, DFID Abercrombie House.

5. Key Personnel

The following of the Supplier's Personnel cannot be substituted by the Supplier without DFID's Approval:

- *

6. Reports

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

7. Break Points

7.1 DFID reserves the right to terminate the contract if performance is unsatisfactory. The key review points will be at the delivery of the first and second quarterly reports dates:

- 31st January 2018
- 30th April 2018

Should DFID decide not to proceed, the contract will be terminated at no further cost to DFID

8. Intellectual Property Rights

8.1 Section 2, Clause 22 shall be replaced by the following:

22.1 All intellectual property rights in all material (including but not limited to reports, data, designs whether or not electronically stored) produced by the Supplier or the Supplier's Personnel pursuant to the performance of the Services ("the Material") shall be the property of the Supplier.

22.2 The Supplier hereby grants to DFID a perpetual, world-wide, non-exclusive, irrevocable, royalty-free licence to use all the Material.

22.3 For the purpose of Clause 22.2, "use" shall mean, without limitation, the reproduction, publication and sublicense of all the Material and the intellectual property rights therein, including the reproduction and sale of the Material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

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:

Signature:

Date:

For and on behalf of
IMC Worldwide Limited

Name:

Position:

Signature:

Date: