



Foreign, Commonwealth & Development Office



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File Ref: PO 7253

Date: 14 September 2021

Contract Amendment No: 6

CONTRACT FOR: Khyber Pakhtunkhwa Education Sector Programme

CONTRACT NUMBER: PO 7253

1. With reference to the contract dated 03 August 2016, as most recently amended by the letter dated 27 July 2021, both Parties have in principle agreed to the following variations to the Contract:

Section 1, Form of Contract

3. Commencement and Duration of the Services

DELETE: The supplier shall start the Services on 3rd August 2016 (the "Start Date") and shall complete them by 30 September 2021 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

INSERT: The supplier shall start the Services on 3rd August 2016 (the "Start Date") and shall complete them by 31 March 2022 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit

DELETE: Payments under this Contract shall not, in any circumstances, exceed £19,384,004 exclusive of any government tax, if applicable (the "Financial Limit").

INSERT: Payments under this Contract shall not, in any circumstances, exceed £21,384,173 exclusive of any government tax, if applicable (the "Financial Limit").

Section 3, Terms of Reference

1. Introduction

Paragraph 1.1

DELETE: 5 year (2016-2021)

INSERT: 5 years and 8 months (August 2016-March 2022)

Paragraph 1.5

DELETE: July 2021



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INSERT: March 2022

Paragraph 1.6

DELETE: 31 July 2021

INSERT: 31 March 2022

9. Timeframe

Paragraph 9.1

Delete: 31 July 2021

Insert: 31 March 2022

10. Breakpoints

Paragraph 10.1

Delete: 5 years

Insert: 5 years and 8 months

Section 3, Terms of Reference

INSERT: Annex A - KESP Workplan: Costed Extension (2021-22) **REDACTED**

Section 4, Special Conditions

INSERT: Paragraph 17 Transparency Clause

The following clauses shall be applied and included as part of Clause 28 of Section 2

28.8 The Parties acknowledge that:

- a) the Transparency Reports;
- b) the Publishable Performance Information

(together the “**Transparency Information**”) are not Confidential Information except for any information which is exempt from disclosure in accordance with the provisions of Clause 30 (Freedom of Information) of Section 2 (Standard Terms and Conditions).

28.9 Notwithstanding any other provision of this Agreement, the Supplier hereby gives its consent for the Authority to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Authority shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

28.10 The Supplier shall assist and co-operate with the Authority to enable the Authority to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Schedule 5.

28.11 If the Authority believes that publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Supplier.

28.12 The Authority shall publish the Transparency Information in a format that assists the general public in



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understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Agreement is being performed, having regard to the context of the wider commercial relationship with the Supplier.

INSERT: Paragraph 18 Definitions

The following definitions shall be inserted into Schedule 1: Definitions.

- **“Publishable Performance Information”** means – where clause 13 of Section 2 (Terms and Conditions) applies, the Performance Monitoring Reports in combination with those parts of the minutes of the Performance Review Meetings (as agreed in accordance with clause 13.4.4 of Section 2) which relate to the relevant Performance Monitoring Reports ; and where that clause does not apply by virtue of clause 13 of this Section 4, it means the reports and information produced pursuant to the Terms of Reference at Section 3.;
- **“Transparency Information”** has the meaning given in Clause 28.8;
- **“Transparency Reports”** has the meaning given in Schedule 5 (Transparency Reports) at paragraph 1.1;

INSERT: Paragraph 19 Transparency Reports

Schedule 5: Transparency Reports shall be completed and inserted into Section 2.

Schedule 5: Transparency Reports

- 1.1 Within three (3) months of the Effective Date the Supplier shall provide to the Authority for its approval (such approval not to be unreasonably withheld or delayed) draft reports in accordance with Annex 1 (once approved, the “Transparency Reports”).
- 1.2 If the Authority rejects any draft Transparency Report, the Supplier shall submit a revised version of the relevant report for further approval by the Authority within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. If the Parties fail to agree on a draft Transparency Report the Authority shall determine what should be included.
- 1.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Authority at the frequency referred to in Annex 1.
- 1.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under paragraph 1.2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.
- 1.5 The requirements for Transparency Reports are in addition to any other reporting requirements in this Agreement.
- 1.6 The Supplier may be required to submit the Publishable Performance Information electronically via the Buyer’s IT system



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Annex 1: Transparency Reports

| TITLE | CONTENT | FORMAT | FREQUENCY |
|--------------------------|--|--|----------------------------|
| (Performance) | Performance against Key Performance Indicators (KPIs) | Word or PDF | Quarterly |
| | Annual Review | PDF | Annually |
| (Charges) | contract prices and any incentivisation mechanisms in the contract | 1. Monthly invoice (PDF) 2. Project Management Report (PDF) | 1. Monthly 2. Quarterly |
| (Major sub-contractors) | Governance arrangements for supply chains | Project Management and VFM report (PDF) | Quarterly |
| (Technical) | Resource Plans | Technical report and Project Management report (PDF) | Quarterly |
| | Service Improvement Plans | Technical report (PDF) | Quarterly |
| (Performance management) | Plans for management of underperformance | | Not Applicable |

Section 4, Special Conditions

INSERT: Paragraph 20 Key Performance Indicators August 2021 – March 2022 (attached)

Section 5, Schedule of Prices

DELETE: Addendum B – Number of days for personnel in the extension phase **REDACTED**

INSERT: Addendum B - August 2021 – March 2022 (revised September 2021) **REDACTED**

DELETE: Addendum C – Efficiency Savings **REDACTED**

INSERT: Addendum C – Efficiency Savings (revised September 2021) **REDACTED**

2. This amendment relates to:

- An extension to the contract end date for the continuation of TA activities
- An increase of £2,000,169 to the financial limit
- Inclusion of Transparency Clause
- Update to KPIs
- Revised proforma for the period of 1 August 2021 to 31 March 2022 **REDACTED**
- Update to Efficiency Savings table from contract amendment 5 **REDACTED**

3. Please confirm in writing by signing and returning one copy of this letter, within **15 working days** of the date of signature on behalf of FCDO that you accept the variations set out herein.

4. The Contract, including any previous variation, shall remain effective and unaltered except as amended by this letter.

5. Words and expressions in this letter shall have the meanings given to them in the Contract.



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Signed by an authorised signatory for and on behalf
of the Secretary of State for Foreign, Commonwealth
and Development Affairs

Name:

Position:

Signature:

Date:

Signed by an authorised signatory for and on behalf of
Adam Smith International

Name:

Signature:

Date:

Enclosed:

- 10 agreed KPIs with 3 to be published (revised September 2021)
- Annex A – KESP: Costed Extension 2021-2022 **REDACTED**
- Addendum B - Schedule of Prices (revised September 2021) **REDACTED**
- Addendum C – Efficiency Savings (September 2021) **REDACTED**



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| KEY PERFORMANCE INDICATORS August 2021 – March 2022 | | | | |
|---|----------------------------------|--|--|---|
| Policy Group | Area | Q1 (Aug – Sep 2021) | Q2 (Oct-Dec 2021) | Q3 (Jan-Mar 2022) |
| Teaching and Learning | Multigrade Teaching | | Multigrade Teaching Policy developed for KP. | |
| | Teacher Professional Development | | Analysis of CRO data from SQMI + process for use of said data for design of CPD session plans. | A digital library covering specific SLOs for CPD subjects and grades and modular PDD resources. |
| | Assessments | Assessment Policy Framework developed to streamline types, numbers and frequency of student assessments in KP (to be published). | | |
| | Scripted Lesson Plans | Electronic dissemination of Scripted Lesson Plans & monitoring by the EMA on this indicator. | | Report on usage and efficacy of new Scripted Lesson Plans (to be published). |
| Equity and Access | Public Private Partnerships | | Tangible steps taken for the operationalisation of education PPPs in KP. | |
| Governance and Management | Education Monitoring Authority | | Report on EMA data validation. | |
| | Out of School Children | | | Report on Out of School Children (OOSC) survey. |
| Communications | | | | Case study on a KESP intervention agreed by FCDO and ASI (to be published). |