



## CONTRACT FOR SUPPLIER SERVICES

### Section 1 - FORM OF CONTRACT

**CONTRACT FOR** : **Lafiya Contract: UK Support for Health in Nigeria**  
**PURCHASE ORDER NUMBER** : **PO 8562**

#### THIS CONTRACT is made

**BETWEEN** : The Secretary of State for International Development at the Department for International Development, Abercrombie House, Eaglesham Road, East Kilbride, G75 8EA("DFID");

**AND** : Palladium International Ltd. ("Supplier") whose registered office is situate at 2<sup>nd</sup> Floor Turnberry House, 100 Bunhill Row, London, EC1Y 8ND,

(and DFID and the Supplier together shall be the "**Parties**").

#### WHEREAS:

- A.** DFID requires the Supplier to provide the Services to the People and Government of Nigeria (the "Recipient"); 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

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This Contract shall be comprised of the following documents:

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

##### 2. Contract Signature

If the original Form of Contract is not returned to the DFID 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 DFID Contract Officer.**

3. Commencement Date and End Date of Initial Period

The Services shall commence on 18 February 2020 and the end date of the Initial Period shall August 2018



be 17 February 2027. .

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed £100,000,000 exclusive of any government tax, if applicable.

5. Programme Name

The Programme Name to which this Contract relates is Lafiya Contract: UK Support for Health in Nigeria

6. Time of the Essence

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

Signed by an authorised signatory

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

Name: REDACTED

Position: Head of PCD

Signature:

Date:

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

Name: REDACTED

Position: Managing Partner, EMEA

Signature:

Date:

August 2018





Department for International Development (DFID)

## Standard Terms and Conditions – Service Contracts

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## **Preliminaries**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Contract, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) or the meaning set out in the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in Schedule 1 (Definitions) or the relevant Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 The interpretation and construction of the Contract shall be subject to the following provisions:
  - 1.3.1 clause headings shall not affect the interpretation or construction of the Contract;
  - 1.3.2 a reference to Law includes a reference to that Law as amended, consolidated or re-enacted from time to time;

1.3.3 references to a **person** includes a natural person and a corporate or unincorporated body;

1.3.4 words in the singular shall include the plural and vice versa;

1.3.5 references to **present facts** shall be construed as references to present facts, to **warranties** as references to present and future facts and to **obligations** as references to obligations under this Contract;

1.3.6 words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";

1.3.7 a reference to one gender shall include a reference to the other genders; and

1.3.8 where the context allows, references to Clauses are to clauses in this Contract and references to Sections are the sections of this Contract.

1.4 Except as expressly provided elsewhere in this Contract, and subject to Clause 1.5, in the event of and only to the extent of any conflict between each Section of this Contract, the conflict shall be resolved in accordance with the following order of precedence:

1.4.1 Section 1 (Form of Contract);

1.4.2 Section 4 (Special Conditions);

1.4.3 Section 3 (Terms of Reference);

1.4.4 Section 2 (Standard Terms and Conditions (except Schedule 4 (Tender)));

1.4.5 Section 5 (Schedule of Prices); and

1.4.6 Schedule 4 (Tender).

1.5 Where Schedule 4 (Tender) contain provisions which are more favourable to DFID in relation to (the rest of) this Contract, such provisions of the Tender shall prevail. DFID shall in its absolute and sole discretion determine whether any provision in the Tender is more favourable in this context.

1.6 In entering into this Contract DFID is acting as part of the Crown.

## **2. REPRESENTATIONS AND WARRANTIES**

2.1 The Supplier represents and warrants that:

2.1.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;

2.1.2 it has full capacity and authority to enter into and to perform this Contract;

2.1.3 this Contract is executed by its duly authorised representative;

2.1.4 it has all necessary consents and regulatory approvals, including in the country of performance, to enter into this Contract;

2.1.5 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Contract;

2.1.6 its execution, delivery and performance of its obligations under this Contract will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;

2.1.7 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally, as to the enforceability of legal obligations regardless of whether enforcement is sought in a proceeding in equity or law);



- 2.1.8 all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation its response to the standard selection questionnaire and invitation to tender (if applicable), its Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Supplier has otherwise disclosed to DFID in writing prior to the date of this Contract;
- 2.1.9 it has notified DFID in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- 2.1.10 it has all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to DFID which are necessary for the performance of the “upplie s o ligatio s u de this Co t a t a d/o the e eipt of the “e i es DFID;
- 2.1.11 the Charges set out in Section 5 (Schedule of Prices) is/will be a true and accurate reflection of the costs and the Projected Profit Margin and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Charges;
- 2.1.12 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;
- 2.1.13 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, administrator or insolvency officer in relation to any of the “upplie s assets o e e ue
- 2.2 The representations and warranties set out in Clause 2.1 shall be deemed to be repeated by the Supplier on the Commencement Date (if later than the date of signature of this Contract) by reference to the facts then existing.
- 2.3 The representations and warranties set out in this Clause 2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Contract.
- 2.4 If at any time the Supplier becomes aware that a representation or warranty given by it under Clause 2.1 has been breached, is untrue or is misleading, it shall immediately notify DFID of the relevant occurrence in sufficient detail to enable DFID to make an accurate assessment of the situation.
- 2.5 the Supplier System and assets used in the performance of the Services will be:
- 2.5.1 free of all encumbrances, any exceptions must be agreed in writing with DFID; and
- 2.5.2 Euro Compliant.
- 2.6 The Supplier shall at all times comply with Law in carrying out its obligations under this Contract.
- 2.7 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination which DFID may have in respect of breach of that provision by the Supplier.
- 2.8 Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

### 3. FINANCIAL LIMIT

- 3.1 The components which comprise the Financial Limit are set out in Section 5 (Schedule of Prices). No expenditure may be incurred in excess of the Financial Limit and no virements between components shown in the Section 5 (Schedule of Prices) are permitted without the prior written authority of the DFID Contract Officer.

## Term of Contract

### 4. CONTRACT TERM

4.1 The duration of this Contract shall be the Term.

4.2 Where DFID has specified an Extension Period in the Section 4 (Special Conditions), DFID may extend this Contract for the Extension Period by providing written notice to the Supplier before the end of the Initial Period. The minimum period for the written notice shall be as specified in Section 4 (Special Conditions).

## Provision of Services

### 5. OBLIGATIONS OF THE SUPPLIER

5.1 The Supplier shall perform all its obligations under this Contract with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts a d i a o d a e ith DFID s “uppl Pa t e Code of Co du t (Appendix B).

5.2 If the Supplier is a joint venture or an unincorporated consortium then each of the joint venture or consortium partners shall bear joint and several liability where liability may arise.

5.3 In performing its obligations under this Contract, neither the Supplier, nor any of its Affiliates, shall embarrass DFID or otherwise bring DFID into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in DFID, ega dless of hethe o ot su h a t o o issio is elated to the “upplie s o ligatio s u de this Co t a t.

5.4 The Supplier shall gather, collate, and provide such information and cooperation as DFID may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Contract.

5.5 The Supplier shall ensure that the Services:

5.5.1 comply in all respects with the description of Services in Section 3 (Terms of Reference) or elsewhere in this Contract; and

5.5.2 are supplied in accordance with the provisions of this Contract and the Tender.

5.6 The Supplier shall perform its obligations under this Contract in accordance with:

5.6.1 all applicable Law;

5.6.2 Good Industry Practice;

5.6.3 any policies provided by DFID; and

5.6.4 the “upplie s o esta lished p o edu es a d p a ti es to the e te t the do ot o fli t ith the e ui e e ts of Clauses 5.6.1 to 5.6.3.

5.7 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that its Supplier Personnel also do, or refrain from doing, such act or thing.

## Supplier Personnel and Supply Chain Matters

### 6. SUPPLIER PERSONNEL

6.1 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Clause 16 (Exit Management) unless:

6.1.1 requested to do so by DFID;

6.1.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;

6.1.3 the pe so s e plo e t o o t a tual a a ge e t ith the “upplie o a “u -Contractor is terminated by the employer for material breach of contract; or

6.1.4 the Supplier obtains Approval (such Approval not to be unreasonably withheld or delayed).

6.2 The Supplier shall:

6.2.1 provide a list of the names of all Supplier Personnel requiring admission to DFID Sites, specifying the capacity in which they require admission and giving such other particulars as DFID may reasonably require;

6.2.2 ensure that all Supplier Personnel:

- (a) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
- (b) are vetted in accordance with Good Industry Practice and in compliance with the Staff Vetting Procedure;  
  
([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/301861/Security\\_Policy\\_for\\_Contractors\\_Consultants\\_Suppliers.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/301861/Security_Policy_for_Contractors_Consultants_Suppliers.pdf))
- (c) shall be subject to pre-employment checks that include, as a minimum, employment history for the last three years, identity checks, unspent criminal convictions and right to work (including nationality and immigration status);
- (d) obey all lawful instructions and reasonable directions of DFID (including, if so required by DFID, the ICT Policy) and provide the Services to the reasonable satisfaction of DFID; and
- (e) comply with:
  - (i) all reasonable requirements of DFID concerning conduct at DFID Sites, including any security requirements; and
  - (ii) any DFID policies, provided to the Supplier or Supplier Personnel from time to time

6.2.3 subject to Schedule 2 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or Contractors of DFID;

6.2.4 be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Contract shall be a Default by the Supplier;

6.2.5 use all reasonable endeavours to minimise the number of changes in Supplier Personnel;

6.2.6 subject to Clause 6.1, replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;

6.2.7 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and

6.2.8 procure that the Supplier Personnel shall vacate DFID Sites immediately upon the Expiry Date.

6.3 If DFID reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Contract, it may:

6.3.1 refuse admission to the relevant person(s) to DFID Sites and/or

6.3.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

6.3.3 require the Supplier to replace the relevant person(s) without direct or indirect charge to DFID and the Supplier shall fully indemnify and hold DFID harmless against any claims of any kind that may arise with regard to the replacement of such Supplier Personnel.

## 7. SUB-CONTRACTORS AND EXCLUSIVITY

7.1 DFID has consented to the appointment of the Sub-Contractors set out in Section 4 (Special Conditions).

7.2 The Supplier shall exercise due skill and care in the selection of any Sub-Contractors to ensure that the Supplier is able to:

7.2.1 manage any Sub-Contracts in accordance with Good Industry Practice;

7.2.2 comply with its obligations under this Contract in the provision of the Services; and

7.2.3 assign, novate or otherwise transfer to DFID or any Replacement Supplier any of its rights and/or obligations under each Sub-Contract that relates exclusively to this Contract.

7.3 Prior to sub-contacting any of its obligations under this Contract, the Supplier shall both act in accordance with Clause 8 below and notify DFID and provide DFID with:

7.3.1 the proposed Sub-Contract to satisfy, registered office and company registration number;

7.3.2 the scope of any Services to be provided by the proposed Sub-Contractor; and

7.3.3 where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of DFID that the proposed Sub-Contract has been agreed on "a s-length" terms.

7.4 If requested by DFID within the Working Days of receipt of the "upplies notice issued pursuant to Clause 7.3, the Supplier shall also provide:

7.4.1 a copy of the proposed Sub-Contract; and

7.4.2 any further information reasonably requested by DFID.

7.5 DFID may, within the Working Days of receipt of the "upplies notice issued pursuant to Clause 7.3 (or, if later, receipt of any further information requested pursuant to Clause 7.4), object to the appointment of the relevant Sub-Contractor if they consider that:

7.5.1 the appointment of a proposed Sub-Contractor may prejudice the provision of the Services or may be contrary to the interests of DFID under this Contract;

7.5.2 the proposed Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

7.5.3 the proposed Sub-Contractor employs unfit persons, in which case,

the Supplier shall not proceed with the proposed appointment.

7.6 If DFID has not notified the Supplier that it objects to the proposed Sub-Contract to satisfy appointment within the late of the Working Days of receipt of:

7.6.1 the "upplies notice issued pursuant to Clause 7.3; or

7.6.2 any further information requested by DFID pursuant to Clause 7.4, the

Supplier may proceed with the proposed appointment.

7.7 The Supplier shall ensure that all Sub-Contracts contain provisions:

7.7.1 requiring the Sub-Contractor to comply with the DFID's Supply Partner Code of Conduct (Appendix B) at all times;

7.7.2 requiring the Supplier to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice;

7.7.3 requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;

7.7.4 obliging a right to DFID to publish the "supplies compliance with its obligation to pay undisputed invoices to the Sub-Contractor within the specified payment period;

7.7.5 giving the Supplier a right to terminate the Sub-Contract if the Sub-Contractor fails to comply in the performance of the Sub-Contract with legal obligations in the fields of environmental, social or labour law; and

7.7.6 requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by this Clause 7.7.

7.8 The Supplier shall:

- 7.8.1 pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice;
- 7.8.2 include within the Performance Monitoring Reports required under Clause 13.3 a summary of its compliance with this Clause 7.8.1, such data to be certified each quarter by a director of the Supplier as being accurate and not misleading;
- 7.8.3 not include in any Sub-Contract any provision the effect of which would be to limit or restrict the ability of the SubContractor to contract directly with DFID, a Replacement Supplier, or with any other organisation and Sub-Contractors shall be free to assert their rights independently regarding contractual exclusivity.
- 7.8.4 where Sub-Contracting has been Approved by DFID, promptly provide DFID with written confirmation from each SubContractor identified within Section 4 of the Contract that they accept provisions set out at Clauses 50.1 to 50.7, which shall be included in all Supplier Sub-Contracts.

**8. VISIBILITY OF SUBCONTRACT OPPORTUNITIES**

8.1 The Supplier shall:

- 8.1.1 subject to Clause 8.3, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Goods and/or Services and/or Works above a minimum threshold of £25,000 that arise during the Term;
- 8.1.2 within 90 days of awarding a Sub-Contract to a Sub-Contractor, update the notice on Contracts Finder with details of the successful Sub-Contractor;
- 8.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
- 8.1.4 provide reports on the information at clause 8.1.3 to DFID in the format and frequency as reasonably specified by DFID; and
- 8.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

8.2 Each advert referred to at Cause 8.1 above shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

8.3 The obligation at Clause 8.1 shall only apply in respect of Sub-Contract opportunities arising after the Commencement Date.

8.4 Notwithstanding Clause 8.1, DFID may by giving its Approval, agree that a Sub-Contract opportunity is not required to be advertised on Contracts Finder.

**9. STAFF TRANSFER**

9.1 The Parties agree that:

- 9.1.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 2 (Staff Transfer) shall apply as follows:
  - (a) where the Relevant Transfer involves the transfer of Transferring DFID Employees, Part A of Schedule 2 (Staff Transfer) shall apply;

- (b) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Schedule 2 (Staff Transfer) shall apply;
- (c) where the Relevant Transfer involves the transfer of Transferring DFID Employees and Transferring Former Supplier Employees, Parts A and B of Schedule 2 (Staff Transfer) shall apply; and
- (d) Part C of Schedule 2 (Staff Transfer) shall not apply.

9.1.2 where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Schedule 2 (Staff Transfer) shall apply and Parts A and B of Schedule 2 (Staff Transfer) shall not apply; and

9.1.3 Part D of Schedule 2 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services;

9.2 The Supplier shall both during and after the Term indemnify DFID against all Employee Liabilities that may arise as a result of any claims brought against DFID by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

## **10. DUTY OF CARE**

10.1 The Supplier owes a duty of care to the Supplier Personnel and is responsible for the health, safety, security of life and property and general wellbeing of such persons and their property and this includes where the Supplier Personnel carry out the Services.

10.2 The Supplier warrants that it has and will throughout the duration of the Contract:

10.2.1 carry out the appropriate risk assessment with regard to its delivery of the Services;

10.2.2 provide the Supplier Personnel with adequate information, instruction, training and supervision;

10.2.3 have appropriate emergency procedures in place to enable their provision of the Services so as to prevent damage to the Supplier Personnel's health, safety, security of life and property and general wellbeing.

10.3 The provision of information of any kind whatsoever by DFID to the Supplier shall not in any respect relieve the Supplier from responsibility for its obligations under this Clause 10. The position of the Supplier's proposal for the provision of the Services and the award of this Contract is not an endorsement by DFID of any arrangements which the Supplier has made for the health, safety, security of life and property and wellbeing of the Supplier Personnel in relation to the provision of the Services.

10.4 The Supplier acknowledges that the DFID accepts no responsibility for the health, safety, security of life and property and general wellbeing of the Supplier Personnel with regard to the Supplier Personnel carrying out the Services under this Contract.

10.5 The Supplier will ensure that such insurance arrangements as are made to cover the Supplier Personnel, or any person employed or otherwise engaged by the Supplier, and pursuant to the Supplier's duty of care as referred to in this Clause 10, are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

10.6 The costs of any insurance specifically taken out by the Supplier to support the performance of this Contract in relation to the Supplier's 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.

10.7 Where DFID is providing any specific security arrangements for the Supplier or Supplier Personnel in relation to the Contract, these will be as detailed in the Section 3 (Terms of Reference).

10.8 The Supplier shall provide training on a continuing basis for all Supplier Personnel, in compliance with the Security Policy and the security plan.

## **11. PROCUREMENT OF EQUIPMENT**

11.1 The Supplier shall ensure that procurement of goods and equipment shall:

11.1.1 be undertaken in accordance with best practice principles of openness, fairness and transparency;

11.1.2 achieve "Value for Money" defined as the optimum combination of whole-life cost and quality to meet requirements in a fully transparent manner and the procurement may be subject to audit by DFID;

11.1.3 be carried out using strict due diligence processes that ensure the protection of DFID's interests and reputation, with particular emphasis on anti-terrorism, anti-corruption and fraud throughout the delivery chain; and

11.1.4 be on the basis that the ownership of Equipment shall vest in DFID, and shall be so marked.

## 12. USE OF AND RESPONSIBILITY FOR EQUIPMENT

12.1 Equipment may only be used in providing the Services and shall be safely kept and maintained. Personal use of Equipment by the Supplier is not permitted without Approval.

12.2 The Supplier shall keep an up to date inventory of the Equipment, its condition and location, and make such inventory available to DFID immediately on request.

12.3 Subject to Clause 12.4 the Supplier shall be responsible for all loss or damage to Equipment other than that caused by fair wear and tear. The Supplier shall notify DFID immediately the Supplier becomes aware of any loss of or damage to Equipment

12.4 Except as required by law or circumstance, the Supplier shall not insure Equipment. DFID shall bear the risk in respect of loss or damage provided such loss or damage was not due to the Supplier's negligence and provided the Supplier obtains and pays to DFID such proper compensation as may be due from any third party in respect of such loss or damage to the Equipment.

12.5 The Supplier shall obtain DFID's instructions on the disposal of Equipment and comply with such instructions.

## Contract Governance

## 13. MONITORING OF CONTRACT PERFORMANCE

13.1 Unless Section 4 (Special Conditions) specifies that obligations relating to the monitoring of Contract performance shall be those set out in Section 3 (Terms of Reference), the remaining provisions of this Clause 13 shall apply.

13.2 Within twenty (20) Working Days of the Commencement Date the Supplier shall provide DFID with details of how the process in respect of the monitoring and reporting of the performance of the "Supplier's obligations under this Contract will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

13.3 The Supplier shall provide DFID with performance monitoring reports ( **Performance Monitoring Reports** ) in accordance with the process and timescales agreed pursuant to Clause 13.2 above which shall contain, as a minimum, the following information:

13.3.1 details of compliance with its obligations under Clause 7.8.2

13.3.2 details of compliance with any additional obligations set out in Section 3 (Terms of Reference);

13.3.3 details of compliance with its obligations under Annex 1b of Section 2 (Contractual Annual Compliance Declaration); and

13.3.4 such other details as DFID may reasonably require from time to time.

13.4 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and DFID of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

13.4.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;

13.4.2 take place at such location and time (within normal business hours) as DFID shall reasonably require unless otherwise agreed in advance;

13.4.3 be attended by the Supplier's Contract Officer and the DFID's Project Officer; and

13.4.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the DFID Project Officer and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Contract Officer and the DFID's Project Officer at each meeting.

13.5 In order to assess the level of performance of the Supplier, DFID may undertake satisfaction surveys in respect of the Supplier's provision of the Services and DFID shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Services which the responses to the satisfaction surveys reasonably suggest are not in accordance with this Contract.

#### 14. PROGRESS & FINANCIAL REPORTS

14.1 Where progress and financial reports are to be submitted under the Contract, the Supplier shall render those reports at such time and in such form as may be specified by DFID or where not specified by DFID, as otherwise agreed between the Parties.

#### 15. OPEN BOOK ACCOUNTING AND AUDIT

15.1 The Supplier shall keep and maintain for seven (7) years after the expiry of the Term (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Contract including the Services provided under it, any Sub-Contracts and the amounts paid by DFID.

15.2 If so stated in Section 3 (Terms of Reference), DFID shall be entitled to apply the principles of open book contract management set out in Procurement Policy Note 05/16 (<https://www.gov.uk/government/publications/procurement-policy-note-0516-open-bookcontract-management>), or any other replacement guidance or policy issued from time to time to this Contract. DFID shall apply the appropriate tier level which, in DFID's reasonable opinion, is commensurate with the delivery model of the Services and the Supplier shall comply with the principles etc. (as more particular described in the OBMC guidance).

15.3 The Supplier shall:

15.3.1 keep the records and accounts referred to in Clause 15.1 in accordance with Good Industry Practice and Law; and

15.3.2 afford DFID and/or its Auditors access to the records and accounts referred to in Clause 15.1 at the "upplies provides and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Term and the period specified in Clause 15.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the "supply obligations under this Contract to do to:

- (a) verify the accuracy of the Charges and any other amounts payable by DFID under this Contract (and proposed or actual variations to them in accordance with this Contract);
- (b) verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;
- (c) verify the Open Book Data;
- (d) ensure if the "supply standard" "Contract to comply" with the applicable Law;
- (e) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances DFID shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Sub-Contractors or their ability to perform the Services;
- (g) obtain such information as is essential to fulfil DFID's obligations to supply information for public, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (h) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
- (i) allow DFID's internal and statutory audits and to prepare, evaluate and/or oversee DFID's annual and interim reports and accounts;
- (j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which DFID has used its resources;
- (k) review any records relating to the "supply performance" of the provision of the "services" to ensure that these reflect the "supply obligations";
- (l) verify the accuracy and completeness of any information delivered or required by this Contract;



- (m) review the Supplier's quality assurance systems including quality standards and procedures;
- (n) ensure the "Supplier complies with standards referred to in this Contract to apply to the provision of the Services;
- (o) inspect a sample of DFID's assets, including DFID's IP's, equipment and facilities, for the purposes of ensuring that a sample of DFID's assets are used and that a register of assets is up to date; and/or
- (p) review the integrity, confidentiality and security of DFID Data.

15.4 DFID shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of DFID.

15.5 "Subject to the "Supplier's rights in respect of Confidential Information, the "Supplier shall endeavour to provide the Auditor(s) with all reasonable co-operation and assistance in:

15.5.1 all reasonable information requested by DFID within the scope of the audit;

15.5.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Services; and

15.5.3 access to the Supplier Personnel.

15.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 15, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse DFID for the DFID's reasonable costs incurred in relation to the audit.

## 16. EXIT MANAGEMENT

16.1 On reasonable notice at any point during the Term, the Supplier shall provide to DFID and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by DFID of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:

16.1.1 details of the Service(s);

16.1.2 a copy of the Register, updated by the Supplier up to the date of delivery of such Registers;

16.1.3 an inventory of DFID Data in the Supplier's possession or control;

16.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;

16.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Services;

16.1.6 all information relating to Transferring Supplier Employees or those who may be Transferring Supplier Employees required to be provided by the Supplier under this Contract such information to include the Staffing Information as defined in Schedule 2 (Staff Transfer); and

16.1.7 such other material and information as DFID shall reasonably require,

(together, the **Exit Information**).

16.2 The Supplier acknowledges that DFID may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom DFID is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that DFID does not disclose a "Supplier's Confidential Information" to his information relating to the "Supplier's "Contractual" expenses).

16.3 if the Exit Information materially changes from the Exit Information previously provided and it could reasonably adversely affect:

16.3.1 the provision of the Services; and/or

16.3.2 the delivery of the exit services/exit plan; and/or 16.3.3 any

re-tender exercise by DFID,

then the Supplier shall notify DFID within a reasonable period of time and consult and shall consult with DFID regarding such proposed material changes and provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from DFID.

- 16.4 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:
- 16.4.1 prepare an informed offer for those Services; and
  - 16.4.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).
- 16.5 The Supplier shall, within three (3) months after the Commencement Date, deliver to DFID an Exit Plan which:
- 16.5.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Services from the Supplier to DFID and/or its Replacement Supplier on the expiry or termination of this Contract; 16.5.2 complies with the requirements set out in Clause 16.7 below;
  - 16.5.3 is otherwise reasonably satisfactory to DFID.
- 16.6 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 16.7 Unless otherwise specified by DFID, the Exit Plan shall set out, as a minimum:
- 16.7.1 how the Exit Information is obtained;
  - 16.7.2 the management structure to be employed during both transfer and cessation of the Services;
  - 16.7.3 the management structure to be employed whilst carrying out the activities to be performed by the Supplier as identified in the Exit Plan;
  - 16.7.4 a detailed description of both the transfer and cessation processes, including a timetable;
  - 16.7.5 how the Services will transfer to the Replacement Supplier and/or DFID, including details of the processes, documentation, data transfer, systems migration, security and the segregation of DFID's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
  - 16.7.6 details of contracts (if any) which will be available for transfer to DFID and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Services will be available for such transfer);
  - 16.7.7 proposals for the training of key personnel of the Replacement Supplier in connection with the continuation of the provision of the Services following the Expiry Date charged at rates agreed between the Parties at that time;
  - 16.7.8 proposals for providing DFID or a Replacement Supplier copies of all documentation:
    - (a) used in the provision of the Services and necessarily required for the continued use of the Replacement Services, in which the Intellectual Property Rights are owned by the Supplier; and
    - (b) relating to the use and operation of the Services;
  - 16.7.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Services;
  - 16.7.10 proposals for the identification and return of all Equipment in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);
  - 16.7.11 proposals for the disposal of any redundant Services and materials;
  - 16.7.12 procedures to:
    - (a) deal with requests made by DFID and/or a Replacement Supplier for Staffing Information pursuant to Schedule 2 (Staff Transfer);
    - (b) determine which Supplier Personnel are or are likely to become Transferring Supplier Employees; and
    - (c) identify or develop any measures for the purpose of the Employment Regulations envisaged in respect of Transferring Supplier Employees;
  - 16.7.13 how each of the issues set out in this Clause 16 will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or DFID with the aim of ensuring that there is no disruption to or degradation of the Services;

16.7.14 proposals for the supply of any other information or assistance reasonably required by DFID or a Replacement Supplier in order to effect an orderly handover of the provision of the Services.

## PAYMENT AND TAXATION

### 17. Charges

17.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services, DFID shall pay the undisputed Charges in accordance with the pricing and payment profile set out in Section 5 (Schedule of Prices) and the invoicing procedure set out in Clause 22.

17.2 If DFID fails to pay any undisputed Charges properly invoiced under this Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

### 18. VAT

18.1 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by DFID following delivery of a Valid Invoice.

18.2 The Supplier shall indemnify DFID on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on DFID at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due shall be paid in cleared funds by the Supplier to DFID not less than five (5) Working Days before the date upon which the tax or other liability is payable by DFID.

### 19. RETENTION AND SET OFF

19.1 DFID may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and DFID.

19.2 If DFID wishes to exercise its right pursuant to Clause 19.1 it shall give at least 14 days notice of its intention to do so, setting out the reasons for retaining or setting off the relevant Charges.

19.3 The Supplier shall make any payments due to DFID without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by DFID to the Supplier.

### 20. SUPPLIER PROFIT

20.1 On completion of each Contract Year (or on a six-monthly basis if requested by DFID giving reasonable written notice), and for any Variation, the Supplier shall be required to submit to the **Actual Profit Margin Report** in an overall format determined by DFID but to include an updated cost pro-forma template, setting out the Actual Profit Margin including any change to the Projected Profit Margin.

20.2 Where the Actual Profit Margin Report identifies that the Supplier has exceeded the Projected Profit Margin over the period set out in the Actual Profit Margin Report, the Parties shall agree in writing a proportion of the following receipt by DFID of the Actual Profit Margin Report how the Exceeded Amount should be apportioned. Where the Parties are unable to agree DFID shall be entitled to require the Supplier to do any of the following:

20.2.1 pay DFID an amount equal to the difference between the Projected Profit Margin and the Exceeded Amount; or

20.2.2 redirect an amount equal to the difference between the Projected Profit Margin and the Exceeded Amount back in to the programme being delivered as part of the Services; or

20.2.3 adjust the Charges.

### 21. SATISFACTORY PERFORMANCE

21.1 Payments made pursuant to Clause 17.1 are subject to the satisfactory performance by the Supplier of its obligations under the Contract as determined by the DFID Project Officer in addition to verification by the DFID Project Officer that all prior payments made to the Supplier under this Contract were properly due.

21.2 If for any reason the Services are not provided in accordance with this Contract, or DFID is dissatisfied with the performance of this Contract, DFID, without prejudice to any other rights or remedies howsoever arising, shall be entitled to withhold payment of the applicable Charges for the Services that were not so provided until such time as the applicable Services are provided in accordance with this Contract.

21.3 Should DFID determine after paying for a particular part of the Services that this has not been provided in accordance with this Contract, DFID may recover, or withhold from further payments, an amount not exceeding the applicable Charges paid for that part of the Service until the unsatisfactory part of the Services is remedied to DFID satisfaction.

## **22. PAYMENTS & INVOICING INSTRUCTIONS**

22.1 Subject to DFID being satisfied that the Supplier is or has been carrying out their duties, obligations and responsibilities under this Contract, the applicable Charges shall be paid within 30 days of receipt of an undisputed Valid Invoice and payment shall be made in sterling in the UK or any other currency in any other country as determined from DFID from time to time.

22.2 Expenses (if any) arising in foreign currency shall be reimbursed at the exchange rate stated in OANDA ([www.oanda.com](http://www.oanda.com)) on the Friday immediately preceding the date on which the purchase was made or services acquired by the Supplier or, if this took place on a Friday, at the rate so stated on that day.

22.3 Unless otherwise expressly provided in Section 4 (Special Conditions) or Section 5 (Schedule of Prices), invoices should be submitted electronically monthly in arrears to the Accounts Payable Section, DFID Financial Management Group [e-invoicing@dfid.gov.uk](mailto:e-invoicing@dfid.gov.uk), and in accordance with this Clause 22.

22.4 DFID shall unless otherwise expressly provided in Section 4 (Special Conditions) make payments due by direct credit through the UK Bank Clearing Systems (BACS). For an invoice to be valid, it must contain:

22.4.1 details of the bank account to which payments are to be made (i.e. name and address of bank, sort code, account name and number).

22.4.2 the date of the invoice;

22.4.3 a unique invoice number;

22.4.4 the period(s) to which the relevant charge(s) relate;

22.4.5 the correct reference for this Agreement and the purchase order to which it relates;

22.4.6 a contact name and telephone number of a responsible person at the supplier's office;

22.4.7 a detailed breakdown of the Services and the appropriate Charges and supported by any other documentation required by DFID to substantiate the invoice.

22.5 All Valid Invoices should correspond with the budget lines identified in Section 5 (Schedule of Prices) of this Contract.

22.6 DFID may request proof of purchase in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.

22.7 Where an invoice is not a Valid Invoice it may be rejected by DFID and in any event shall be liable to query and delay in payment. DFID reserves the right to not pay any amount due in respect of any invoice received by DFID more than 90 days after the day of the Supplier becoming entitled to invoice for the payment to which it relates.

## **23. UNITED KINGDOM INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS**

23.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall:

23.1.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration;

23.1.2 indemnify DFID against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

**24. TAX COMPLIANCE**

24.1 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

24.1.1 notify DFID in writing of such fact within 5 Working Days of its occurrence;

24.1.2 promptly provide to DFID:

- (a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax Non-Compliance as DFID may reasonably require.

**Intellectual Property, Security and Information****25. INTELLECTUAL PROPERTY RIGHTS**

25.1 Save as expressly granted elsewhere under this Contract:

25.1.1 DFID shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:

- (a) the Supplier Background IPR; and (b) the
- Third Party IPR.

25.1.2 the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of DFID or its licensors, including the:

- (a) DFID Background IPR;
- (b) DFID Data;
- (c) Project Specific IPRs; and
- (d) Programme Name and any rights and interests in it at all times.

25.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 25.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

25.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

25.4 Any Project Specific IPRs created under this Contract shall be owned by DFID. DFID grants the Supplier a licence to use any DFID Background IPR and Project Specific IPRs for the purpose of fulfilling its obligations under this Contract during its Term.

25.5 Subject to Clause 25.7, to the extent that it is necessary to enable DFID to obtain the full benefits of ownership of the Project Specific IPRs, the Supplier hereby grants to DFID and shall procure that any relevant third party licensor shall grant to DFID a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit any Supplier Background IPRs or Third Party IPRs that are embedded in or which are an integral part of the Project Specific IPR Items.

25.6 The Supplier shall promptly notify DFID if it is reasonably believes that it will be unable to grant or procure the grant of the licences set out in Clause 25.5 and the Supplier shall provide full details of the adverse effect this has on DFID's use of the Project Specific IPRs.

25.7 Where the Supplier is unable to comply with Clause 25.5, the Supplier shall refrain from embedding or integrating any Supplier Background IPRs and/or Third Party IPRs with the Project Specific IPRs in such a way that could affect DFID obtaining full benefit of the ownership of those Project Specific IPRs, except where DFID has provided express written Approval to do so.

25.8 The Supplier shall, during and after the Term, on written demand, indemnify DFID against all Losses incurred by, awarded against, or agreed to be paid by DFID (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.

25.9 If a IP' Claim is made or anticipated, the "Supplier" shall at its option, at the sole option of DFID, either:

25.9.1 procure for DFID the rights in Clause 25.5 without infringing the IPR of any third party; or

25.9.2 replace or modify the relevant item with non-infringing substitutes with no detriment to functionality or performance of the Services.

## **26. SECURITY REQUIREMENTS**

26.1 The Supplier shall comply, and shall procure that the Supplier Personnel comply, with the Security Policy and any security plan requested by DFID, and the Supplier shall ensure that the security plan produced by the Supplier fully complies with the Security Policy.

26.2 The Supplier shall ensure that it keeps up to date with the latest version of the Security Policy.

26.3 If the Supplier believes that a change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a variation in accordance with Clause 38. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in discussion with the DFID Contract Officer.

26.4 Until and/or unless a change to the Charges is agreed by DFID pursuant to Clause 26.3 the Supplier shall continue to perform the Services in accordance with its obligations and for the Charges applicable prior to any change request.

## **27. MALICIOUS SOFTWARE**

27.1 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.

27.2 Notwithstanding Clause 27.1 if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of DFID Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

27.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 27.2 shall be borne by the Parties as follows:

27.3.1 by the Supplier where the Malicious Software originates from the Supplier Software, the Third Party Software or the DFID Data (whilst the DFID Data was under the control of the Supplier); and

27.3.2 by DFID if the Malicious Software originates from the DFID Software or the DFID Data (whilst DFID Data was under the control of DFID).

## **28. TRANSPARENCY**

28.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of Clause 30 (Freedom of Information), the content of this Contract is not confidential information. DFID shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

28.2 Notwithstanding any other term of this Contract, the Supplier hereby gives their consent for DFID to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

28.3 DFID may consult with the supplier to inform its decision regarding any exemptions with regard to FOIA but DFID shall have the final decision in its absolute discretion.

28.4 The Supplier shall assist and cooperate with DFID to enable DFID to publish this Contract.

28.5 The Supplier acknowledges that DFID endorses/supports the requirements of the IATI standard and shall assist and cooperate with DFID, to enable the Supplier to understand the different elements of IATI implementation and to comply with the different data, policy and technical considerations that need to be taken into account.

28.6 The Supplier shall:

28.6.1 publish information data to the IATI standard, that relates to a specific activity in a single, common, electronic format for the transparent, accurate, timely and comprehensive publishing of data, on all activities in the delivery chain, in the delivery of development cooperation and humanitarian aid; and

28.6.2 provide all necessary assistance as reasonably requested by DFID to enable DFID to respond to the IATI requirements.

28.7 The Supplier shall maintain an up-to-date and accurate record of named downstream delivery partners in receipt of DFID funds and/or DFID funded inventory or assets. This record should demonstrate how funds flow from initial source to end beneficiaries. This record should be made available to DFID upon written request and within the time set out in the request. This record should be updated by the Supplier;

28.7.1 as required in the terms of reference;

28.7.2 annually;

28.7.3 when there are material changes in the delivery chain; and

28.7.4 as part of the project completion process.

## **29. CONFIDENTIALITY**

29.1 Except to the extent set out in this Clause 29 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

29.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly;

29.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

29.2 Clause 29.1 shall not apply to the extent that:

29.2.1 such disclosure is a requirement of Law applicable to the Party making the disclosure, including any requirements for disclosure under the FOIA, the Environmental Information Regulations and associated codes of practice pursuant to Clause 30 (Freedom of Information);

29.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

29.2.3 such information was obtained from a third party without obligation of confidentiality;

29.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

29.2.5 it is independently developed without access to the other Party's Confidential Information.

29.3 The Supplier may only disclose DFID's Confidential Information to the Supplier Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Supplier Personnel are aware of and shall comply with these obligations as to confidentiality.

29.4 The Supplier shall not, and shall procure that the Supplier Personnel do not, use a DFID's Confidential Information for any purpose other than for the purposes of this Contract.

29.5 At the written request of DFID, the Supplier shall procure that those members of the Supplier Personnel referred to in Clause 29.3, respectively sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.

29.6 Notwithstanding this Contract shall permit DFID to disclose the "Supplier's Confidential Information":

29.6.1 on a confidential basis to any Central Government Body for any proper purpose of DFID or of the relevant Central Government Body;

29.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

29.6.3 to the extent that DFID (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

29.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 29.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;

29.6.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including the Audit Rights, its step-in rights pursuant to Clause 15 (Open Book Accounting and Audit), its rights to appoint an advisor pursuant to Clause 47 (Dispute Resolution) and any rights set out in Clause 16 (Exit Management);

29.6.6 on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract; or

29.6.7 for the purpose of the examination and certification of DFID's accounts,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on DFID under this Clause 29.

29.7 Nothing in this Clause 29 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

### **30. FREEDOM OF INFORMATION**

30.1 The Supplier acknowledges that DFID is subject to the requirements of the FOIA, the Environmental Information Regulations and associated codes of practice and shall assist and cooperate with DFID to enable DFID to comply with its Information disclosure obligations.

30.2 The Supplier shall and shall ensure that its Sub-Contractors shall:

30.2.1 transfer to DFID all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

30.2.2 provide DFID with a copy of all Information in its possession, or power in the form that DFID requires within five (5) Working Days (or such other period as DFID specifies of DFID's request; and

30.2.3 provide all necessary assistance as reasonably requested by DFID to enable DFID to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

30.3 DFID shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA, the Environmental Information Regulations and associated codes of practice.

30.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by DFID.

30.5 The Supplier acknowledges that DFID may, acting in accordance with any code of practice issued pursuant to Section 45 of FOIA the Code, be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:

30.5.1 in certain circumstances without consulting the Supplier;

30.5.2 following consultation with the Supplier and having taken their views into account;

30.5.3 provided always that where Clause 30.5.1 applies DFID shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

30.6 The Supplier shall ensure that all Information is retained for disclosure in accordance with Clauses 30.7 and 30.8 and shall permit DFID to inspect such records as requested by DFID from time to time.

30.7 The Supplier shall, during this Contract and for a period of at least seven years following the expiry or termination of this Contract, retain and maintain all Information:

30.7.1 in accordance with Good Industry Practice and Law;

30.7.2 in chronological order;

30.7.3 in a form that is capable of audit;

30.7.4 at its own expense.

30.8 Wherever practical, original Information shall be retained and maintained in hard copy form.



**31. OFFICIAL SECRETS ACT**

31.1 The Supplier shall, and shall ensure that the Supplier Personnel shall, comply with any relevant obligations arising under the Official Secrets Acts 1911 to 1989.

**32. DFID DATA**

32.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to DFID Data.

32.2 The Supplier shall not store, copy, disclose, or use DFID Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by DFID.

32.3 To the extent that DFID Data is held and/or processed by the Supplier, the Supplier shall supply that DFID Data to DFID as requested by DFID in the format(s) specified by DFID.

32.4 Upon receipt or creation by the Supplier of any DFID Data and during any collection, processing, storage and transmission by the Supplier of any DFID Data, the Supplier shall take responsibility for preserving the integrity of DFID Data and preventing the corruption or loss of DFID Data.

32.5 The Supplier shall perform secure back-ups of all DFID Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Security Policy. The Supplier shall ensure that such back-ups are available to DFID at all times upon request, with delivery times as specified by DFID.

32.6 The Supplier shall ensure that the system on which the Supplier holds any DFID Data, including back-up data, is a secure system that complies with the Security Policy.

32.7 If DFID Data is corrupted, lost or sufficiently degraded as a result of the "Supplier's Default" so as to be unusable, DFID may:

32.7.1 require the "Supplier" at the "Supplier's expense" to restore or procure the restoration of DFID Data to the extent and in accordance with the Business Continuity and Disaster Recovery Provisions specified in the Security Policy and the Supplier shall do so as soon as practicable but not later than three days following a written request from DFID; and/or

32.7.2 itself restore or procure the restoration of DFID Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in the Business Continuity and Disaster Recovery provisions specified in the Security Policy.

32.8 If at any time the Supplier suspects or has reason to believe that DFID Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify DFID immediately and inform DFID of the remedial action the Supplier proposes to take.

32.9 The Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme.

**33. PROTECTION OF PERSONAL DATA**

33.1 The Parties acknowledge that the factual activity carried out by each of them in relation to their obligations under this Contract will determine the status of each Party under the Data Protection Legislation. A Party at a Joint Controller or a Controller or a Processor of Personal Data under this Contract. The Parties shall detail the envisaged status in Appendix A of the Terms of Reference (at Section 3 of the Contract) and update it where appropriate.

**33.2 Where a Party is Processing on behalf of the other Party who is the Controller**

33.2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, DFID is the Controller and the Supplier is the Processor unless otherwise specified in Appendix A of the Terms of Reference (at Section 3 of the contract). The only processing that the Processor is authorised to do is listed in Appendix A of the Terms of Reference by the Controller and may not be determined by the Processor.

33.2.2 The Processor shall notify the Controller immediately if it considers that any of Controller's instructions infringe the Data Protection Legislation.

33.2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the services.

- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

33.2.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with the Appendix A referred to in Clause 33.2.1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
  - a. nature of the data to be protected;
  - b. harm that might result from a Data Loss Event;
  - c. state of technological development; and
  - d. cost of implementing any measures;
- (c) ensure that:
  - I. the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Appendix A referred to in Clause 33.2.1);
  - II. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - a. are aware of and comply with the Processor's duties under this clause;
    - b. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - c. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
    - d. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - a. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - b. the Data Subject has enforceable rights and effective legal remedies;
  - c. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - d. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) At the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

33.2.5 Subject to clause 33.2.6, the Processor shall notify the Controller without due delay and in any event within 48 hours if it:

- a. receives a Data Subject Access Request (or purported Data Subject Access Request);

- b. receives a request to rectify, block or erase any Personal Data;
- c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- e. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- f. becomes aware of a Data Loss Event.

33.2.6 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 33.2.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- a. the Controller with full details and copies of the complaint, communication or request;
- b. such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- c. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- d. assistance as requested by the Controller following any Data Loss Event;
- e. assistance as requested by the Controller with respect to a request for the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

33.2.7 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- a. the Controller determines that the processing is not occasional;
- b. the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- c. the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

33.2.8 Where the Processor is the Processor it shall allow for audits of its Data Processing activities by the DFID or its DFID's designated auditor.

33.2.9 Each party shall designate its own Data Protection Officer if required by the Data Protection Legislation. 33.2.10 Before allowing

any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

- a. notify the Controller in writing of the intended Sub-processor and processing;
- b. obtain the written consent of the Controller;
- c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 33.2 such that they apply to the Sub-processor; and
- d. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

33.2.11 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.

33.2.12 The Controller may, at any time on not less than 30 days notice, use this clause to replace it with a applicable Controller to Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

33.2.13 The Parties agree to take a out of a guidance issued the Information Commissioner's Office. DFID a o o t less than Working Data s o t i e to the P o e s s o a e d this agree e t to e s u e that i o p l i e s i t h a guidance issued by the Information Commissioner's Office.

### 33.3 Where the Parties both Control Personal Data Independently

33.3.1 With respect to Personal Data which a Party acts as Controller but which is not under the Joint Control (because the Parties determine the means and purposes of processing Personal Data independently of each other) each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller and with this Clause 33.3.

33.3.2 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 33(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

33.3.3 Each Party shall promptly (and without undue delay) notify the other Party if in relation to any Personal Data processed by it as independent Controller in the performance of its obligations or the exercise of its rights under this Contract if:

- (a) it receives a complaint, notice or communication which relates to either Party's actual or alleged non-compliance with the Data Protection Legislation; or
- (b) it becomes aware of a Personal Data Breach;

and shall provide the other Party with such assistance and cooperation as is reasonably requested by the other Party in order to address and resolve the complaint, notice, communication or Personal Data Breach.

33.3.4 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (**the Claim Losses**): the Party responsible for the relevant breach shall be responsible for the Claim Losses.

33.3.5 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be appropriate for them to retain such Personal Data under applicable Data Protection Law Legislation and their privacy policy (save to the extent and for the limited period) that such information needs to be retained by the a Party for statutory compliance the purposes of complying with Law or as otherwise required by this Contract), and taking all further actions as may be necessary or desirable to ensure its compliance with Data Protection Law Legislation and its privacy policy

### 33.4 Where the Parties are both Controllers of Personal Data Jointly

33.4.1 Where the Parties jointly determine the purposes of means of processing Personal Data in accordance with GDPR Article 26, the Parties shall identify the applicable Personal Data under Joint Control in Appendix A and the Parties shall enter into a Joint Controller Agreement based on the terms outlined in Appendix B in replacement of Clause 33.2-33.3 which shall not apply for any such the Personal Data under Joint Control.

## 34. PUBLICITY AND BRANDING

34.1 The Supplier shall not:

- 34.1.1 make any press announcements or publicise this Contract or its contents in any way; or
- 34.1.2 use DFID's a e o a d i l u d i g the UK aid logo i a p o o t i o , a k e t i g , o u i a t i o s o a o u e e t o f orders; without the prior written consent of the DFID.

34.2 Where and to the extent that DFID has provided consent pursuant to Clause 34.1, then the Supplier:

- 34.2.1 shall o l l a o a t e i t h DFID a d p o a t i e l l o o k f o a s t o u i l d s u p p o t f o d e e l o p e t a d a i s e a a e e s s o f DFID's funding.
- 34.2.2 shall e p l i i t l a k o l e d g e DFID's f u d i g , i t t e a d e a l o u i a t i o s about activities related to the funding, to the p u l i o t h i d p a t i e s , i l u d i g i a o u e e t s , a d t h o u g h u s e , h e e a p p o p i a t e , o f DFID's UK aid – from the B i t i s h p e o p l e l o g o UK aid logo i a o d a e

with DFID standards for use of the UK aid logo, unless otherwise agreed in advance by DFID and in all cases subject to security and safety considerations of the Supplier.

34.2.3 shall provide a visibility statement of how and when they or Sub-Contractors will acknowledge funding from DFID and where they will use the UK aid logo. The Supplier shall include reference to this in its progress reports and annual reviews.

34.2.4 may use the UK aid logo in conjunction with other donor logos, and where the number of donors to a programme or project is such as to make co-branding impractical, acknowledgement of funding from DFID shall be equal to that of other co-donors making contributions of equivalent amounts to the programme or project.

## Liabilities

### 35. LIMIT OF LIABILITY

35.1 Neither Party limits its liability for:

35.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);

35.1.2 fraud or fraudulent misrepresentation by it or its employees;

35.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

35.1.4 any liability to the extent it cannot be limited or excluded by Law.

35.2 Subject to Clause 35.1, the Supplier's total aggregate liability in respect of all Losses (whether in tort, contract or otherwise) incurred by DFID under or in connection with the Contract as a result of Defaults by the Supplier shall not exceed the Financial Limit unless a different amount has been stated in Section 4 (Special Conditions) in which case that amount shall apply.

35.3 Subject to Clause 35.1, DFID's total aggregate liability in respect of all Losses (whether in tort, contract or otherwise) shall not exceed one hundred thousand pounds (£100,000).

35.4 Subject to Clause 35.1 neither Party be liable to the other for any:

35.4.1 loss of profits, turnover, savings business opportunities, revenue or damage to goodwill (in each case whether direct or indirect); and/or

35.4.2 indirect, special or consequential loss or damage of any nature and howsoever caused, even if the losses were reasonably foreseeable or the Party has been advised of the possibility of such losses occurring.

35.5 Subject to Clause 35.2, and notwithstanding Clause 35.4, the Supplier acknowledges that DFID may, amongst other things, recover from the Supplier the following losses incurred by DFID to the extent that they arise as a result of a Default by the Supplier:

35.5.1 any additional operational and/or administrative costs and expenses incurred by DFID, including costs relating to time spent by or on behalf of DFID in dealing with the consequences of the Default;

35.5.2 any wasted expenditure or charges;

35.5.3 the additional cost of procuring Replacement Services for the remainder of the Term, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under this Contract;

35.5.4 any compensation or interest paid to a third party by DFID; and

35.5.5 any fine, penalty or costs incurred by DFID pursuant to Law.

### 36. INDEMNITY

36.1 Subject to Clauses 35.1 to 35.5 (inclusive), the Supplier shall indemnify DFID in respect of any Losses howsoever arising out of or in consequence of negligent acts or omissions by the Supplier or the Supplier Personnel or any claims made against DFID by third parties in respect thereof and in relation to this Contract.

36.2 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence of DFID or DFID's employees, or by breach by DFID of its obligations under the Contract.

### **37. INSURANCE**

37.1 The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Contract in accordance with Schedule 3 (Insurance Requirements).

37.2 The Supplier shall ensure that its Sub-Contractors shall effect and maintain insurances (where appropriate) in relation to the performance of their obligations under any Sub-Contracts appropriate to Services being provided.

37.3 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Contract.

## **Control of Contract**

### **38. VARIATIONS**

38.1 Either Party may request a variation to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a **Variation**.

38.2 A Party may request a Variation at any time by sending the request in writing to the relevant Contract Officer. The request shall contain sufficient information setting out:

38.2.1 the extent of the proposed Variation and any additional cost that may be incurred; and

38.2.2 a formal, technical and commercial justification.

38.3 In the event that the Parties are unable to agree a change to the Contract that may be included in a request of a Variation or response to as a consequence thereof DFID may:

38.3.1 agree to continue to perform its obligations under this Contract without the Variation; or

38.3.2 terminate this Contract with immediate effect, except where the Supplier has already fulfilled part or all of the provision of the Services in accordance with this Contract or where the Supplier can show evidence of substantial work being carried out to provide the Services under this Contract, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

38.4 If the Parties agree the Variation, the Variation shall be effected upon both Parties signing the Contract Amendment Letter (Appendix A) and the Supplier shall implement such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in this Contract. DFID shall not be liable for any costs for any additional activity or otherwise undertaken by the Supplier where the Parties have not agreed in writing in an executed Contract Amendment Letter in accordance with this Clause 38 for such costs to be incurred or for the additional activity to be undertaken. The Supplier shall promptly return on request by DFID, any monies which DFID may have paid the Supplier in respect of activities or payments which have not been authorised by DFID in accordance with this Clause 38.

### **39. ASSIGNMENT AND NOVATION**

39.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without Approval.

39.2 Subject to Clause 39.1, the Supplier shall assign to a third party the right to receive payment of the Charges or any part thereof due to the Supplier under this Contract (including any interest to which DFID is liable under the Late Payments of Commercial Debts (Interest) Act 1998). Any assignment under this Clause 39.2 shall be subject to:

39.2.1 deduction of any sums in respect of which DFID exercises its right of recovery under Clause 19 (Retention and Set Off);

39.2.2 all related rights of DFID under the Contract in relation to the recovery of sums due but unpaid; and

39.2.3 DFID receiving notification under both Clauses 39.3 and 39.4.

39.3 In the event that the Supplier assigns the right to receive the Charges under Clause 39.2, the Supplier shall notify DFID in writing of the assignment and the date upon which the assignment becomes effective.

39.4 The Supplier shall notify DFID of the assignee's contact information and bank account details to which DFID shall make payment.

## Default and Termination

### 40. DFID REMEDIES FOR DEFAULT

#### 40.1 Remedies

40.1.1 Without prejudice to any other right or remedy of DFID howsoever arising if the Supplier commits any Default of this Contract then DFID may (whether or not any part of the Services have been provided) do any of the following:

- (a) at DFID's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (where such Default is capable of remedy) or to supply Replacement Services and carry out any other necessary work to ensure that the terms of this Contract are fulfilled, in accordance with the DFID's instructions;
- (b) carry out, at the Supplier's expense, any work necessary to make the provision of the Services comply with this Contract;
- (c) if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults - whether of the same or different obligations and regardless of whether such Defaults are remedied - which taken together constitute a material Default):
  - (i) instruct the Supplier to comply with the Rectification Plan Process;
  - (ii) suspend this Contract (whereupon the relevant provisions of Clause 45 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) the Services;
  - (iii) without terminating or suspending the whole of this Contract, terminate or suspend this Contract in respect of part of the provision of the Services only (whereupon the relevant provisions of Clause 45 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Services.

40.1.2 Where DFID exercises any of its step-in rights under Clauses 40.1.1 (c) (ii) or 40.1.1 (c) (iii), DFID shall have the right to charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by DFID (including any reasonable administration costs) in respect of the supply of any part of the Services by DFID or a third party and provided that DFID uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.

#### 40.2 Rectification Plan Process

40.2.1 Where DFID has instructed the Supplier to comply with the Rectification Plan Process pursuant to 40.1.1 (c) (i):

- (a) the Supplier shall submit a draft Rectification Plan to DFID for it to review as soon as possible and in any event within 10 (ten) Working Days (or such other period as may be agreed between the Parties) from the date of DFID's instructions. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the DFID's instruction to draft a Rectification Plan.
- (b) the draft Rectification Plan shall set out:
  - (i) full details of the Default that has occurred, including a root cause analysis;
  - (ii) the actual or anticipated effect of the Default; and
  - (iii) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable).

40.2.2 The Supplier shall promptly provide to the DFID any further documentation that the DFID requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with Dispute Resolution Procedure.

40.2.3 DFID may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

- (a) is insufficiently detailed to be capable of proper evaluation;
- (b) will take too long to complete;
- (c) will not prevent reoccurrence of the Default; and/or
- (d) will rectify the Default but in a manner which is unacceptable to DFID.

40.2.4 DFID shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If DFID rejects the draft Rectification Plan, DFID shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to DFID for review within five (5) Working Days (or such other period as agreed between the Parties) of the DFID's notice rejecting the first draft.

40.2.5 If DFID consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

#### **41. FINANCIAL DISTRESS**

41.1 The Supplier acknowledges and agrees that the financial stability and solvency of the Supplier and its key Sub-Contractors is critical to the successful delivery of the Services and that any deterioration or potential deterioration of their financial position may have an adverse effect on the performance of the Contract. The Supplier shall monitor its own financial standing and that of its key Sub-Contractors on a regular basis throughout the term using a Financial Monitoring Plan and shall report on this to DFID.

41.2 The Financial Monitoring Plan shall be designed by the Supplier to ensure that DFID has an early and clear warning indicator of any financial distress of the Supplier and key Sub-Contractors which may affect the Services; such design to be proportionate for the circumstances; taking into account the nature of the Services and the identity of the suppliers.

41.3 Except where DFID has agreed otherwise, the Supplier shall within four (4) weeks of the Commencement Date, prepare and submit via the Project Officer for Approval by DFID, a Financial Monitoring Plan which shall set out the "supplier proposals for the monitoring and reporting of its financial stability, and the financial stability of its key Sub-Contractors to DFID on a regular basis throughout the Term.

41.4 The Financial Monitoring Plan may include (but shall not be limited to):

41.4.1 A summary of the Supplier and key Sub-Contractors financial positions at the date of submission of the Financial Distress Plan and on a regular basis thereafter to DFID (including credit ratings, financial ratios, details of current liabilities, value of marketable securities, cash in hand and bank, account receivables etc.);

41.4.2 An objective means of measuring the Supplier and key Sub-Contractors financial standing on a regular basis throughout the Term against historical financial standing to show trend (including use of credit ratings, financial ratios and/or other financial indicators);

41.4.3 The "supplier proposals for reporting to DFID (including the template reporting forms which the Supplier intends to use);

41.4.4 The frequency of monitoring and reporting activity;

41.4.5 Provision of reporting lines for the supply chain to notify DFID of incidents of non-payment of valid and undisputed invoices;

41.4.6 Any other provisions which in the reasonable opinion of the Supplier may be required by DFID to assess current financial standing of the Supplier and key Sub-Contractors and which enable quick and easy assessment of any movement in financial standing.

41.5 The Supplier shall make any reasonable amendments to the Financial Monitoring Plan as may be requested by DFID and shall resubmit it for Approval. If Approved by DFID, the Supplier shall promptly implement the Financial Monitoring Plan throughout the Term.

41.6 In addition to its obligations under the Financial Monitoring Plan, the Supplier shall promptly notify DFID in writing if any of the following Financial Distress Events of the "supplier or a key Sub-Contractor:

41.6.1 there is a material deterioration of its financial standing;

41.6.2 the appointment of an administrator or receiver;



41.6.3 late filing of statutory accounts with Companies House;

41.6.4 it issues a profits warning or other similar public announcement about a deterioration in its finances or prospects;

41.6.5 it is being publicly investigated for improper financial accounting and reporting, fraud or any other financial impropriety; 41.6.6 it commits a material breach of covenant to its lenders;

41.6.7 a key Sub-Contractor not being paid any sums properly due under a specified invoice that is not subject to a genuine dispute;

41.6.8 it is subject to any claims, litigation, investigations, actions or decisions in respect of financial indebtedness.

41.7 In the event of a Financial Distress Event occurring, then the Supplier shall and shall procure that any affected key Sub-Contractor shall, as soon as reasonably practicable review the effect of the Financial Distress Event on the continued performance of the Services under this Contract and provide a report to DFID. Where DFID reasonably believes that the Financial Distress Event is likely to adversely impact on the performance of the Services, the Supplier shall submit to DFID for Approval a Financial Distress Service Continuity Plan as soon as is reasonably practicable and shall provide any further financial information as DFID may reasonably require to assess financial standing and risks.

41.8 If DFID acting reasonably considers that the Financial Distress Service Continuity Plan is insufficient to remedy the effects of the Financial Distress Event on the Service, then it may require the Supplier (and/or key Sub-Contractor) to redraft and resubmit an improved and updated plan or may require the issue to be escalated via the Dispute Resolution Procedure.

41.9 If DFID Approves the Financial Distress Service Continuity Plan, then the Supplier shall execute and continue to review the plan (with submissions to DFID for Approval where it is updated).

41.10 Where the Parties agree that the Financial Distress Event no longer adversely affects the delivery of the Services, the Supplier shall be relieved of its obligations in respect of the current Financial Distress Service Continuity Plan.

41.11 DFID shall be entitled to terminate this Contract for material Default if:

41.11.1 The Supplier fails to notify DFID of a Financial Distress Event in accordance with Clause 41.6;

41.11.2 DFID and the Supplier fail to agree a Financial Distress Service Continuity Plan or any updates to a plan within a reasonable timescale (taking into account the effects of the Financial Distress Event on the Services);

41.11.3 The Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan or any updates to the plan.

## **42. FORCE MAJEURE**

42.1 Subject to the remainder of this Clause 42, a Party may claim relief under this Clause 42 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, SubContractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

42.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

42.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 42 to the extent that consequences of the relevant Force Majeure Event:

42.3.1 are capable of being mitigated by any of the provision of any Services but the Supplier has failed to do so; and/or

42.3.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.

42.4 "u je t to DFID s ight to te i ate set out i Clause 42.5, the Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

42.5 Where DFID receives a Force Majeure Notice, from the date of receipt of the Force Majeure Notice, DFID may, at its sole discretion, either suspend this Contract for a period of up to six (6) months ("the Suspension Period") or terminate this Contract forthwith.

42.6 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract.

42.7 Relief from liability for the Affected Party under this Clause 42 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under Clause 42.6.

42.8 If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

#### **43. TERMINATION WITHOUT DEFAULT OF THE SUPPLIER**

43.1 DFID may, at its sole discretion, terminate this Contract, at any time by issuing a Termination Notice to the Supplier giving at least thirty (30) Working Days written notice (unless stated differently in Section 4 (Special Conditions)).

#### **44. TERMINATION WITH DEFAULT OF THE SUPPLIER**

44.1 DFID may terminate this Contract for material Default by issuing a Termination Notice to the Supplier where:

44.1.1 any representation or warranty given by the Supplier pursuant to Clause 2 (Representations and Warranties) is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of DFID are acceptable;

44.1.2 DFID expressly reserves the right to terminate this Contract for material Default;

44.1.3 the Supplier commits any material Default of the Contract which is not, in the reasonable opinion of DFID, capable of remedy; and/or

44.1.4 the Supplier commits a Default, including a material Default, which in the opinion of DFID is remediable but has not remedied such Default to the satisfaction of DFID in accordance with the Rectification Plan Process.

44.2 For the purpose of Clause 44.1, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.

44.3 DFID may, without prejudice to its other rights, including but not limited to the right to claim for Losses incurred, issue a Termination Notice where:

44.3.1 the Supplier or any Supplier Personnel, either directly or through their servants or agents or Sub-Contractors breaches any of their obligations under this Contract; or

44.3.2 the Supplier, Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf has committed an offence under the Bribery Act 2010 or the Terrorism Act 2000 in breach of Clauses 48 or 49 of this Contract; or

44.3.3 DFID has the right to terminate under Clause 38.3.2; or

44.3.4 the Supplier is an individual or a partnership and at any time:

(a) becomes bankrupt; or

(b) is the subject of a receiving order or administration order; or

(c) makes any composition or arrangement with or for the benefit of the Supplier's creditors; or

(d) makes any conveyance or assignment for the benefit of the Supplier's creditors; or

(e) the warranty given by the supplier pursuant to Clause 24 (Tax Compliance) is materially untrue; or

- (f) the Supplier commits a material breach of its obligation to notify DFID of any Occasion of Tax Non-Compliance as required by Clause 24 (Tax Compliance); or
- (g) the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of DFID, are acceptable; or

44.3.5 the Supplier is a company and:

- (a) an order is made or a resolution is passed for the winding up of the Supplier; or
- (b) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Supplier; or

44.3.6 the Supplier is a partnership or a company and there is a Change of Control.

44.3.7 there is an occurrence of any of the statutory provisos contained in Regulation 73(1)(a)-(c) of the Regulations.

44.4 Where this Contract is terminated in accordance with this Clause 44, the Supplier shall without prejudice to DFID's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner and in compliance with Clause 16 (Exit Management) but shall not be entitled to any further payment in relation to this Contract.

#### **45. PARTIAL TERMINATION, SUSPENSION AND PARTIAL SUSPENSION**

45.1 Where DFID has the right to terminate this Contract, DFID shall be entitled to terminate or suspend all or part of this Contract provided always that, if DFID elects to terminate or suspend this Contract in part, the parts of this Contract not terminated or suspended, in DFID's sole and absolute discretion, shall continue to operate effectively to deliver the intended purpose of the sub-ignition parts of this Contract.

45.2 Any suspension of this Contract under Clause 45.1 shall be for such period as DFID may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to DFID.

45.3 The Parties shall seek to agree the effect of any Variation necessitated by a partial termination, suspension or partial suspension in accordance with the procedure set out in Clause 38 (Variation), including the effect that the partial termination, suspension or partial suspension may have on the provision of any other Services and the Charges, provided that the Supplier shall not be entitled to:

45.3.1 an increase in the Charges in respect of the provision of the Services that have not been terminated if the partial termination arises due to the exercise of any of DFID's termination rights under Clause 44 (Termination With Default of the Supplier) except Clause 43 (Termination Without Default of the Supplier); and

45.3.2 reject the Variation.

#### **46. CONSEQUENCES OF EXPIRY OR TERMINATION**

46.1 Where this Contract has been terminated pursuant to Clause 43 (Termination Without Default of the Supplier), the Supplier shall:

46.1.1 take such steps as are necessary to terminate the provision of the Services or any part of the Services (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner;

46.1.2 act in accordance with Clause 16 (Exit Management); and

46.1.3 provide to DFID, not more than 60 days after DFID notifies the Supplier of the termination of this Contract an account in writing with detailed supporting evidence, stating:

- (a) any costs, if any, due before the date of termination, which cannot be avoided by the Supplier using reasonable endeavours; and
- (b) costs to be expended after the date of termination which the Supplier necessarily incurred in the proper performance of this Contract and which the Supplier cannot reasonably avoid or recover using reasonable endeavours;

and, subject to Approval, DFID shall pay such amount stated pursuant to Clause 46.1.3 to the Supplier within 30 days of receipt from the Supplier of a Valid Invoice in respect of the amount due.

- 46.2 Where this Contract is terminated under Clause 44 (Termination with Default of the Supplier) and DFID makes other arrangements for the provision of Services DFID may recover from the Supplier pursuant to Clause 19 (Retention and Set Off) or otherwise, the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by DFID throughout the remainder of the Term provided that DFID shall take all reasonable steps to mitigate such additional expenditure.
- 46.3 Where this Contract is terminated for any reason, save as expressly provided in this Contract:
- 46.3.1 termination or expiry of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and
- 46.3.2 termination of this Contract shall not affect the continuing rights, remedies or obligations of DFID or the Supplier under Clauses 15, 16, 17, 18, 19, 21, 22, 25, 28, 29, 30, 31, 32, 33, 35, 36, 46, 47, 52 and 57, and the provisions of Schedule 2 (Staff Transfer) of this Section 2 and any relevant clauses listed under Section 4 (Special Conditions), and, without limitation to the foregoing, any other provision of this Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the Expiry Date.

## MISCELLANEOUS AND GOVERNING LAW

### 47. DISPUTE RESOLUTION PROCEDURE

- 47.1 The Parties will attempt in good faith to negotiate a settlement to any Dispute between them arising out of or in connection with this Contract. If the matter is not resolved by negotiation within 45 days of when either Party first made contact in respect of the same, the Parties will refer the Dispute to mediation in accordance with CEDR (Centre for Effective Dispute Resolution in London, UK) procedures. If the parties fail to agree terms of settlement within 90 days of the initiation of the procedure the Dispute may be referred to an arbitrator as agreed between the parties or failing such agreement as may be nominated by the President of the Law Society of England and Wales upon application of any Party. The initiation of the procedure is defined as the written request to CEDR by any Party for mediation provided that such request is copied to the other Party.
- 47.2 The decision of the arbitrator shall be final and binding on both Parties.
- 47.3 The seat and place of arbitration shall be London.

### 48. PREVENTION OF FRAUD AND BRIBERY

- 48.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, any person acting on their behalf, have at any time prior to the Commencement Date:
- 48.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- 48.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 48.2 The Supplier, Supplier Personnel, or any person acting on their behalf shall not during the Term:
- 48.2.1 commit a Prohibited Act; and/or
- 48.2.2 do so suffer a thing to be done which would cause DFID or a of DFID's employees, consultants, suppliers, Sub-Contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 48.3 The Supplier shall during the Term:
- 48.3.1 establish, maintain and enforce, and require that its Supplier Personnel establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- 48.3.2 keep appropriate records of its compliance with its obligations under Clause 48.3.1 and make such records available to DFID on request.
- 48.4 The Supplier shall immediately notify DFID in writing if it becomes aware of any breach of Clause 48.1 and/or Clause 48.2, or has reason to believe that it has or any Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf have:
- 48.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- 48.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

48.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.

48.5 The Supplier warrants and represents to DFID that to the best of its knowledge, that neither the Supplier, Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf:

48.5.1 has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or

48.5.2 has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Supplier or Supplier Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to DFID, whose written consent was subsequently given to such payment.

48.6 Neither the Supplier or the Supplier Personnel or any person acting on their behalf shall accept for their own benefit or pass on for the benefit of partner government, recipient or end user, any trade commission, discount, voucher scheme, re-sale or similar payment or benefit in connection with this Contract.

48.7 Where the Supplier or Supplier Personnel, or any person acting on their behalf, does any of the acts mentioned in Clause 48.5 or commits any offence under the Bribery Act 2010, with or without the knowledge of the Supplier, in relation to this Contract or any other contract with the Crown, DFID shall be entitled:

48.7.1 to terminate the Contract with immediate effect by written notice to the Supplier and recover from the Supplier the amount of any Losses resulting from the termination;

48.7.2 to recover from the Supplier the amount or value of any such gift, consideration or commission;

48.7.3 to recover from the Supplier any other Losses sustained as a result of any breach of this Clause 48, whether or not the Contract is terminated.

48.8 DFID, the Supplier and the Supplier Personnel shall immediately and without undue delay inform each other of any event that interferes or threatens to materially interfere with the successful delivery of the Services, whether financed in full or in part by DFID, including credible suspicion of/or actual fraud, bribery, corruption or any other financial irregularity or impropriety.

DFID has an expert fraud investigation unit, that should be contacted in the first instance at [reportingconcerns@dfid.gov.uk](mailto:reportingconcerns@dfid.gov.uk) or +44 (0)1355 843747. All suspicions will be treated with the utmost confidentiality.

#### **49. ANTI-TERRORISM REGULATIONS**

49.1 In accordance to the Terrorism Act 2000 and all subsequent regulations pursuant to this Act, the Supplier will assure itself to the best of its knowledge that UK funding, including financial assets or economic resources is not made available, either directly or indirectly to, or for the benefit of persons, groups or entities listed in accordance with European Council Regulation EC/2580/2001 (as amended) and/or the Terrorism (United Nations Measures) Orders 2009 of the United Kingdom, or contravene the provisions of those and any subsequent applicable terrorism legislation.

49.2 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf, have at any time prior to the Commencement Date and/or during the term of this Contract appeared on the Home Office Proscribed Terrorist Organisations List.

49.3 The Supplier shall immediately notify DFID in writing if it becomes aware of any breach of Clause 49.1 and/or Clause 49.2, or has reason to believe that it has or any Supplier Personnel, servants, agents or Sub-Contractors, or any person acting on their behalf have:

49.3.1 been subject to an investigation or prosecution which relates to an alleged infringement of Clause 49.1 and/or Clause 49.2;

49.3.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts.

49.4 Where the Supplier or any of his employees, servants, agents or Sub-Contractors, or any person acting on their behalf, breaches any of the acts mentioned in Clause 49.1 and/or Clause 49.2 commits any offence under the Terrorism Act 2000, with or without the knowledge of the Supplier, in relation to this Contract or any other contract with the Crown, DFID shall be entitled:

49.4.1 to terminate the Contract with immediate effect by written notice to the Supplier and recover from the Supplier the amount of any loss resulting from the termination;

49.4.2 to recover from the Supplier any other loss sustained as a result of any breach of this Clause 49, whether or not the Contract has been terminated.

## 50. SAFEGUARDING

50.1 For the purposes of this Clause 50, **Reasonable Measures** shall mean:

all measures adopted or expected to be taken by a professional department of the Supplier to eliminate or minimise risk of actual, attempted or threatened exploitation, abuse and harassment (including Sexual Abuse, Sexual Exploitation and Sexual Harassment) and whether or not such conduct would amount to a criminal offence in the United Kingdom or an offence under the laws of the territory in which it takes place (together “**Serious Misconduct**” as it is adopted in the circumstances. Such endeavours may include (but shall not be limited to):

- (a) clear and detailed policies and guidance for Supplier Personnel, Supplier Providers and where appropriate, beneficiaries;
- (b) developing, implementing and maintaining a safeguarding plan throughout the term (including monitoring);
- (c) provision of regular training to Supplier Personnel, Supplier Providers and where appropriate, beneficiaries
- (d) clear reporting lines and whistleblowing policies in place for Supplier Personnel, Supplier Providers and beneficiaries,
- (e) maintaining detailed records of any allegations of Serious Misconduct and regular reporting to DFID and the Appropriate Authorities (where relevant) of any such incidents;
- (f) any other Good Industry Practice measures (including any innovative solutions),

50.2 The Supplier shall take all Reasonable Measures to prevent Serious Misconduct by the Supplier Personnel or any other persons engaged and controlled by it to perform any activities under this Agreement ( **Supplier Providers** and shall have in place at all times robust procedures which enable the reporting by Supplier Personnel, Supplier Providers and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by the Supplier or Supplier Personnel to investigate such reports.

50.3 The Supplier shall take all Reasonable Measures to ensure that the Supplier Personnel and Supplier Providers do not engage in sexual activity with any person under the age of 18, regardless of the local age of majority or age of consent or any mistaken belief held by the Supplier Personnel or Supplier Provider as to the age of the person. Furthermore, the Supplier shall ensure that the “Supplier Personnel or Supplier Provider does not engage in a relationship which shall include but not be limited to the exchange of money, employment, goods, or services for sex and such reference to sex shall include sexual favours or any form of humiliating, degrading or exploitative behavior on the part of the Supplier Personnel and the Supplier Providers. For the avoidance of doubt, such a relationship shall be deemed to be “**Serious Misconduct**” in accordance with Clause 50.1.

50.4 The Supplier shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by the Supplier Personnel and Supplier Providers to DFID, including DFID’s Confidential and “**Serious Misconduct**” at [reportingconcerns@dfid.gov.uk](mailto:reportingconcerns@dfid.gov.uk) or +44 (0)1355 843747, and where necessary, the Appropriate Authorities.

50.5 The Supplier shall fully investigate and document all cases or potential cases of Serious Misconduct and shall take appropriate corrective action to reduce the risk and/or eliminate Serious Misconduct being committed by the Supplier Personnel and Supplier Providers (which may include disciplinary action, termination of contracts etc.), such investigations and actions to be reported to DFID as soon as is reasonably practicable

50.6 The Supplier shall not engage as Supplier Personnel or Supplier Provider for the purposes of the Services any person whose previous record or conduct known to the Supplier (or reasonably ought to be known by a diligent supplier which undertakes the appropriate checks) indicates that they are unsuitable to perform the Services and/or where they represent an increased and unacceptable risk of committing Serious Misconduct.

50.7 The Supplier shall comply with all applicable laws, legislation, codes of practice and government guidance in the UK and additionally, in the territories where the Services are being performed, relevant to safeguarding and protection of children and vulnerable adults, which the Supplier acknowledges may include vetting of the Supplier Personnel by the UK Disclosure and Barring Service in respect of any regulated activity performed by the Supplier Personnel (as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended)) and/or vetting by a local equivalent service. Where DFID reasonably believes that there is an increased risk to safeguarding in the performance of the Services, the Supplier shall comply with any reasonable request by DFID for additional vetting to be undertaken.

50.8 Failure by the Supplier to:

- 50.8.1 put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or
- 50.8.2 fully investigate allegations of Serious Misconduct; or
- 50.8.3 report any complaints to DFID and where appropriate, the relevant authorities (including law enforcement)

shall be a material Default of this Contract and shall entitle DFID to terminate this Contract with immediate effect.

## **51. DISCRIMINATION**

- 51.1 The Supplier shall not unlawfully discriminate either directly or indirectly against protected characteristics such as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the provisions of all relevant legislation including the Equality Act 2010, the International Development (Gender Equality) Act 2014 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof. The Supplier shall ensure that in its delivery of the Services, it has due regard for the advancement of equal opportunity and promotes good relations between people who share a protected characteristic and those who do not, as required by the equality legislation.
- 51.2 The Supplier shall adhere to the current relevant codes of practice or recommendations published by the Equality and Human Rights Commission. The Supplier shall take all reasonable steps to secure the observance of these provisions and codes of conduct by all suppliers, employees or agents of the Supplier and all suppliers and Sub-Contractors employed in the execution of this Contract.
- 51.3 The Supplier will comply with any request by DFID to assist DFID in meeting its obligations under the Equality Act 2010 and to allow DFID to assess the "upplies o plia e ith its o ligatio s u de the E ualit A t .
- 51.4 Where any investigation is concluded or proceedings are brought under the Equality Act 2010 which arise directly or indirectly out of any act or omission of the Supplier, its agents or Sub-Contractors, or Supplier Personnel, and where there is a finding against the Supplier in such investigation or proceedings, the Supplier will indemnify DFID with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment DFID may have been ordered or required to pay to a third party.

## **52. LAW AND JURISDICTION**

- 52.1 This Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

## **53. ENVIRONMENTAL REQUIREMENTS**

- 53.1 The Supplier shall provide the Services and any goods & equipment required under the Contract in accordance with applicable national and international laws, including those of the country or countries in which the Services or goods & equipment are to be p o ided, a d DFID s e i o e tal ope atio s poli , hi h is to o se e e g , ate a d othe esou es, edu e aste, phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 53.2 The Supplier shall work with DFID and the populations that are potentially affected by its operations under the Contract regarding any environmental issues that could affect the sustainable development provisions of the International Development Act (2002), comply with special conditions as stipulated in the Terms of Reference and carry out any reasonable additional request to ensure the protection of the environment, society and the economy throughout the contract period.
- 53.3 The Supplier shall ensure it has the requisite expertise and controls to identify and mitigate all factors that may affect compliance with the conditions outlined in Clauses 53.1 and 53.2 as a result of its own operations or those of Sub-Contractors working on its behalf.
- 53.4 The Supplier shall promptly notify DFID of any changes in potential material adverse effects from its operations under the Contract and of the occurrence of any incident or accident related to the Project that has or is likely to have a significant adverse effect on the environment.
- 53.5 Nothing in Clauses 53.1 to 53.3 shall relieve the obligations of the Supplier to comply with its statutory duties and Good Industry Practice.

## **54. CONFLICT OF INTEREST**

- 54.1 Neither the Supplier nor any of the Supplier Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.
- 54.2 The Supplier and the Supplier Personnel shall notify DFID immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.
- 54.3 The Supplier shall establish and maintain appropriate business standards, procedures and controls to ensure that no conflict of interest arises between Services undertaken for DFID and that undertaken for other clients. The Supplier shall avoid knowingly committing any acts which are likely to result in any allegation of impropriety against DFID, including conflicts of interest which are likely to prejudice their independence and objectivity in performing the Contract, howsoever arising.
- 54.4 The Supplier shall notify DFID immediately of any circumstances of which it becomes aware which give rise or potentially give rise to a conflict with the Services and shall advise DFID of how they intend to avoid such a conflict arising or remedy such situation. The Supplier shall, subject to any obligations of confidentiality it may have to third parties, provide all information and assistance reasonably necessary (at the Supplier's cost) that DFID may request of the Supplier in order to avoid or resolve a conflict of interest and shall ensure that at all times they work together with DFID with the aim of avoiding a conflict or remedy a conflict.
- 54.5 Pursuant to Clause 54.4, DFID shall have the right to require that the Supplier puts in place Ethical Walls and will ensure and satisfy DFID that all information relating to the Contract and to the Services (including all working papers, draft reports in both tangible and intangible form) are not shared or made available to person(s) other than Supplier Personnel and that such matters are not discussed by any person(s) other than Supplier Personnel.
- 54.6 In the event of a failure to maintain the Ethical Walls as described above arising during the course of this Contract, DFID reserves the right to immediately terminate the Contract on giving written notice to the Supplier.

## **55. WAIVER**

- 55.1 A waiver of any of the terms and/or conditions of this Contract shall be valid only where it is agreed expressly in writing and signed by the parties. No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## **56. ENTIRE AGREEMENT**

- 56.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Clause 56.1 shall not exclude liability in respect of any fraudulent misrepresentation.
- 56.2 The Supplier is not the agent of DFID and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of DFID in any respect.
- 56.3 Nothing in this Contract is intended to make nor shall it make DFID the employer of the Supplier or any of the Supplier Personnel.
- 56.4 All communications by the Supplier relating to the Contract must be addressed to the DFID Contract Officer whose name and address is given in Section 4 (Special Conditions).

## **57. THIRD PARTY RIGHTS**

- 57.1 The provisions of paragraphs 2.1 and 2.6 of Part A, paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, paragraphs 2.1 and 2.3 of Part C and paragraphs 1.4, 2.3 and 2.8 of Part D of Schedule 2 (Staff Transfer) (together the **Third Party Provisions**) confer benefits on persons named in such provisions other than the Parties (each such person a **Third Party Beneficiary**) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 **CRTPA**.
- 57.2 Subject to Clause 57.1, a person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 57.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of DFID, which may, if given, be given on and subject to such terms as DFID may determine.
- 57.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 57.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.



**58. NOTICES**

58.1 Except as otherwise expressly provided within this Contract, any notices sent under this Contract must be in writing. For the purpose of Clause 58, an e-mail is accepted as being "in writing".

58.2 Subject to Clause 58.3, the following table sets out the method by which notices may be served under this Contract and the respective deemed time and proof of service:

Manner of delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clauses 58.3 and 58.4)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
'o al Mail "ig ed Fo <sup>TM</sup> st Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

58.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or 'o al Mail "ig ed Fo<sup>TM</sup> st Class or other prepaid in the manner set out in the table in Clause 58.2:

58.3.1 any Termination Notice (Clause 43 (Termination Without Default of the Supplier) and Clause 44 (Termination With Default of the Supplier)); and

58.3.2 any notice in respect of:

- (a) partial termination, suspension or partial suspension (Clause 45 (Partial Termination, Suspension and Partial Suspension)),
- (b) waiver (Clause 55 (Waiver)); or
- (c) Default.

58.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 58.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice set out in the table in Clause 58.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

58.5 Clause 58 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

58.6 For the purposes of Clause 58, the address and email address of each Party shall be as specified in Section 4 (Special Conditions).

## SCHEDULE 1: DEFINITIONS

Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below:

**Actual Profit Margin** means the actual profit achieved during the relevant period set out in Clause 20.1;

**Affected Party** the Party seeking to claim relief in respect of a Force Majeure Event;

**Affiliate** in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

**Approval** means the prior written consent of DFID and "Approve" and "Approved" shall be construed accordingly;

**Auditor** means:

- (a) DFID's internal audit;
- (b) DFID's statutory auditor;
- (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office;
- (e) any party formally appointed by DFID to carry out audit or similar review functions; and (f) successors or assigns of any of the above.

**Appropriate Authorities** means any and/or all of (as may be relevant under the circumstances) the UK government bodies and/or government bodies/agencies in the territory where Serious Misconduct may have or is suspected of having taken place, which have responsibility for safeguarding, recording, investigating, enforcing and/or determining allegations of Serious Misconduct and which may include (but shall not be limited to), the DFID, the National Crime Agency, UK Police force, local territory police forces, and social services.

**Central Government Body** a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or
- (d) Executive Agency;

**Change of Control** means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;

**Charges** means the charges raised under or in connection with this Contract from time to time, which shall be calculated in a manner that is consistent with Schedule 5 (Schedule of Prices) and the eligible cost guidance.

**"Commencement Date"** means the date identified in Section 1 Form of Contract.

**Confidential Information** the information listed in Section 4 (Special Conditions) comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business of which the Supplier has indicated to DFID that, if disclosed by DFID, would cause the Supplier significant commercial disadvantage of material financial loss.

**Confidential Information** means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party, including all intellectual property rights, together with all information derived from any of the above, and any other information clearly being designated as being confidential (whether or not it is a confidential obligation) or otherwise confidential.

**Contract** means this agreement between DFID and the Supplier consisting of this Section 2 (Standard Terms and Generals) and any attached Schedules and Appendices

**Contract Administration Letter** means the form set out in Appendix A.

**"Contract Officer"** means the person named in Section 4 who is responsible for all contractual aspects of the Contract.

**Contract Finder** means the Government's publishing portal for public sector procurement opportunities.

**Control** means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer** take the meaning given in the GDPR.

**Data Protection Legislation** (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

**Data Protection Impact Assessment**: an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data.

**Data Loss Event**: any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

**Data Subject Request**: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**DPA 2018** means the Data Protection Act 2018

**Default** means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, of the Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to DFID;

**Deliverables** means all of the "supplies" "u-Contractors, Supplier Providers and partners involved in delivering a specific good, service or change for the purposes of the Services provided under this Agreement, down to the end beneficiary;

**DFID Background IPR** means:

- a) IPRs owned by DFID before the Commencement Date, including IPRs contained in any of DFID's know-how, documentation, software, processes and procedures;
- b) IPRs created by DFID independently of this Contract; and/or
- c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;

**DFID Data** means (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of DFID; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which DFID is the Data Controller.

**DFID "System"** DFID's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by DFID or the Supplier in connection with this Contract which is owned by DFID or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for DFID to receive the Services;

**Dispute** any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;

**Dispute Resolution Procedure** means the dispute resolution procedure set out in Clause 47;

**DOTA** means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under powers contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

**Employer Liabilities** means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by DFID or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the

- Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date;
- f) claims whether in tort, contract or statute or otherwise;
- g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

**E p l o e t R e g u l a t i o s** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;

**E p l o e t B u s i e s s** means an employment agency is an organization which matches employers to employees. In all developed countries there is a publicly funded employment agency and multiple private businesses which also act as employment agencies.

**E i o e t a l I f o a t i o R e g u l a t i o s** means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;

**E t h i a l W a l l s** means a process for avoiding conflicts of interest by limiting disclosure of information to certain individuals within an organisation, thereby building a metaphorical wall between the holders of information and colleagues who represent interests or hold opinions which conflict.

**E u o C o p l i a t** means that:

- (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect DFID's use;
- (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and
- (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):
  - (a) be able to perform all such functions in any number of currencies and/or in euros;
  - (b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;
  - (c) recognise, accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;
  - (d) incorporate protocols for dealing with rounding and currency conversion;
  - (e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and
  - (f) permit the input of data in euro and display an outcome in euro where such data, supporting DFID's operational activities, operates in euro and/or the national currency of the relevant part(s) of the UK.

**"Equipment"** means any equipment, computer hardware or software, materials, goods and vehicles and associated services necessarily required for the implementation of the Services, which the Supplier cannot reasonably be expected to provide, which are financed or provided by DFID for use by the Supplier.

**E i t M a a g e e t s e r v i c e s**, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to DFID and/or a Replacement Supplier.

**E i t P l a n** the plan produced and updated by the Supplier during the Term in accordance with Terms of Reference and Clause 16;

**E p i D a t e** means:

- (a) the end date of the Initial Period or, if exercised, the end date of any Extension Period; or
- (b) if this Contract is terminated before the date specified in (a) above, the earlier date of termination of this Contract;

**E t e s i o P e i o d** means such period or periods up to a maximum of the number of years in total as may be specified by DFID, pursuant to Clause 4.2 and in Section 4 (Special Conditions);

**"Financial Limit"** means the amount specified in Section 1 (Form of Contract) and is the maximum amount of Charges paid by DFID and which DFID has agreed are duly payable under this Contract for the receipt of the Services.

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation.

**Force Majeure Event** means any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel, servants, agents or SubContractors, or a person acting on behalf of or on the failure of the Supplier or a SubContractor;

**Force Majeure Notice** means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

**Supplier** means a supplier supplying services to DFID before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Sub-Contractor of such supplier (or any Sub-Contractor of any such SubContractor);

**GDPR** the General Data Protection Regulation (*Regulation (EU) 2016/679*).

**General Anti-Avoidance Rule** means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.

**Good Faith** means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like DFID, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;

**Halifax Principle** means the principle explained in the CJEU Case C-255/02 Halifax and others.

**"HM Government Cyber Essentials Scheme"** means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

**IATI** means the International Aid Transparency Initiative standard and is a technical publishing framework allowing data to be compared. It is designed to report forward-looking aggregate budget information for the reported organisations, and planned future budgets to recipient institutions or countries.

**ICT Environment** means the DFID System and the Supplier System;

**Information** has the meaning given under Section 84 of the Freedom of Information Act 2000; including all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);

**Initial Period** means the initial term of this Contract from the Commencement Date to the end date of the initial term stated in Section 4 (Special Conditions);

**Intellectual Property Rights or IPRs** means

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semiconductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

all other rights having equivalent or similar effect in any country or jurisdiction;

**IPR Claim** means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to DFID (including any claims arising from the publication of the Project Specific IPRs as open source) in the fulfilment of its obligations under this Contract

**Joint Control** means Personal Data which under the Control of Joint Controllers in accordance with GDPR Article 26;

**Joint Controllers** means where two or more Controllers jointly determine the purposes and means of processing;

**Ke Pe so el** means the individuals (if any) identified as such in Section 4 (Special Conditions);

**Ke Pe fo a e I di ato s or KPIs** means a set of quantifiable measures that DFID and Supplier will use to measure the performance of the Services provided by the Supplier under the Contract (as defined in Section 3 Terms of Reference).

**La** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

**LED** means Law Enforcement Directive (*Directive (EU) 2016/680*)

**Li e sed "oft a e** all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to DFID for the purposes of or pursuant to this Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software;

**Losses** means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, is ep ese tatio o othe ise a d **Loss** shall be interpreted accordingly;

**Mali ious "oft a e** any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

**Milesto e** an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;

**Milesto e Pa e t** a payment identified in Section 5 to be made following the issue of a Milestone Achievement Certificate;

**O asio of Ta No -Co plia e** means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
  - i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
  - ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud evasion.

**Ope Book Data** means complete and accurate financial and non-financial information which is sufficient to enable DFID to verify the Charges already paid or payable and Charges forecast to be paid during the Term, including details and all assumptions relating to costs.

**O e head ea s** those a ou ts hi h a e i te ded to e o e a p o po tio of the "upplie s o the "u -Co t a to s as the o te t requires) indirect corporate costs;

**Pa ties and Pa t** have the meanings respectively given in Section 1 of this Contract;

**Pe fo a e I di ato s** means the Key Performance Indicators and the subsidiary Performance Indicators;

**Pe so al Data** means personal data (as defined in the Data Protection Act 1998) which is Processed by the Supplier or any Sub-Contractor on behalf of DFID or a Central Government Body pursuant to or in connection with this Contract;

**P o ess** has the meaning given to it under the Data Protection Legislation but, for the purposes of this Contract, it shall include both a ual a d auto ati p o essi g a d P o essi g a d P o essed shall e i te p eted a o di gl ;

**P o esso Pe so el:** means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any SubProcessor engaged in the performance of its obligations under this Agreement.

**P og a e Na e** means the name given to the programme to which this Contract relates as identified in Section 1 (Form of Contract);

**P ohi ted A t** has the meaning;

- (a) to directly or indirectly offer, promise or give any person working for or engaged by DFID a financial or other advantage to:

- (i) induce that person to perform improperly a relevant function or activity; or
- (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- (c) an offence:
- (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
- (ii) under legislation or common law concerning fraudulent acts; or
- (iii) defrauding, attempting to defraud or conspiring to defraud DFID; or
- (d) any activity, practice or conduct which would constitute one of the offences listed under
- (e) above if such activity, practice or conduct had been carried out in the UK;

**Project** means a set of co-ordinated activities, with definite starting and finishing points, undertaken by an individual or team to meet specific objectives within defined time, cost and performance parameters

**"Project Officer"** means the person named in Section 4 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract;

**Project "specific IPRs"** means:

- a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or
- b) IP' i o a i s i g a s a r e s u l t o f t h e p e f o a e o f t h e "u p p l i e s o l i g a t i o s u d e t h i s C o t a t a d a l l u p d a t e s a n d a m e n d m e n t s t o t h e s a m e,

but shall not include the Supplier Background IPR;

**Projected Profit Margin** means the profit the Supplier expects to achieve over the Term as set out in Schedule 5 (Schedule of Costs);

**Protective Measures:** appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

**Register** means a register which sets out full details of:

- (a) any assets used by the Supplier in connection with the provision of the Services, including details of:
  - (i) make, model and asset number;
  - (ii) ownership and status as whether the assets are used exclusively for the provision of the Services; (iii) condition and physical location; and
  - (iv) use (including technical specifications); and
- (b) Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;

**Regulations** means the Public Contracts Regulations 2015 as amended or replaced from time to time;

**Regulatory Bodies** means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract to other affairs of DFID and Regulatory Bodies shall be used accordingly;

**Relevant Rules** means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

**Relevant Authority** means HM Revenue & Customs, or, if applicable, a Tax Authority in the jurisdiction in which the Supplier is established.

**Relevant Transfer** means a transfer of employment to which the Employment Regulations applies;

**Relevant Transfer Date** means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

**Replacement Services** means any services which are the same as or substantially similar to any of the Services and which DFID receives in substitution for any of the Services following the expiry or termination or partial termination of this Contract, whether those services are provided by DFID internally and/or by any third party;

**Replacement Supplier** means a Sub-Contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Sub-Contractor of any such Sub-Contractor);

**Replacement Service Provider** any third party service provider of Replacement Services appointed by DFID from time to time;

**Request for Information** a request for information or an apparent request under the FOIA, the Environmental Information Regulations and associated codes of practice;

**Security** means HMG's security, as updated periodically by the Cabinet Office, which is assessed at <https://www.gov.uk/government/collections/government-security>, or as notified to the Supplier from time to time;

**Service Transfer** means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any SubContractor to a Replacement Supplier or a Replacement Sub-Contractor;

**Service Transfer Date** means the date of a Service Transfer;

**"Services"** means the services set out in the Terms of Reference (Section 3).

**Sexual Abuse** means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions, and all sexual activity with someone under the age of 18, regardless of local age of majority or consent under the laws of the territory in which it takes place and regardless of any mistaken belief (by the relevant individual) as to the age of a child;

**Sexual Exploitation** means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes. Includes profiting monetarily, socially, or politically from sexual exploitation of another;

**Sexual Harassment** means unwelcome sexual advances (also but not exclusively without touching). It includes requests for sexual favours, or other verbal or physical behaviour of a sexual nature, which may create a hostile or offensive environment.

**Supplier Premises** includes DFID premises, the Supplier premises or third party premises:

(a) from, to or at which:

(i) the Services are (or are to be) provided; or

(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or (b) where:

(i) any part of the Supplier System is situated;

(ii) any physical interface with DFID System takes place;

**Software** Specially Written Software, Supplier Software and Third Party Software;

**Specialist Software** means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications, configuration, customisation, or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract;

**Staffing Information** means in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as DFID may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;



- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) a list of the names and addresses of all individuals who are or have been employed by the Supplier in the last 12 months as defined in regulation 11 of the Employment Regulations;

**“Staff Vetting Policy”** means the policy of the Supplier for the vetting of Personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989.

**“Sub-Contract”** means any contract or agreement (or proposed contract or agreement) to which a third party:

- a) provides the Services (or any part of them);
- b) provides facilities or goods and services necessary for the provision of the Services (or any part of them); and/or
- c) is responsible for the management, direction or control of the provision of the Services (or any part of them);

**“Sub-Contractor”** means any person other than the Supplier, who is a party to a Sub-Contract and the servants and agents of that person;

**“Sub-Processor”** : any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement.

**“Supplier Body”** means a body which is not a Central Government Body or if a body which is not a Central Government Body succeeds DFID;

**“Supplier”** means the person(s), partnership(s) or company (ies) with whom this Contract is placed and as identified in Section 1 (Form of Contract);

**“Supplier Background IPRs”** means;

- (a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or
- (b) Intellectual Property Rights created by the Supplier independently of this Agreement, which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;

**“Supplier Personnel”** means any person (including Key Personnel) instructed pursuant to this Contract to undertake any of the Supplier's obligations under this Contract, including the Supplier's employees, agents and Sub-Contractors.

**“Supplier Personnel”** means persons engaged and/or controlled by or on behalf of the Supplier pursuant to any activities undertaken by the Supplier under this Agreement.

**“Supplier Software”** means any software which is proprietary to the Supplier (or an Affiliate of the Supplier which is or will be used by the Supplier or any Sub-Contractor for the purposes of providing the Services or is embedded in and in respect of such other software as required to be licensed in order for DFID to receive the benefit of and/or make use of the Services;

**“Supplier System”** means the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding DFID System);

**Tender** means the tender submitted by the Supplier to DFID a copy of which is annexed or referred to in Schedule 4 (Tender);

**Term** means the term of this Contract from the Commencement Date until the Expiry Date;

**Termination Notice** means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;

**Third Party IPRs** means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;

**Third Party Software** means any software which is proprietary to any third party (other than an Affiliate of the Supplier) or any open source which is or will be used by the Supplier for the purposes of providing the Services)

**Transfer of DFID Employees** those employees of DFID to whom the Employment Regulations will apply on the Relevant Transfer Date;

**Transfer of Former Supplier Employees** in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;

**Transfer of Supplier Employees** means those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date;

**Valid Invoice** means an invoice issued by the Supplier to DFID and containing the information set out in Clause 22.4;

**"Variation"** means a properly executed variation to the Contract in compliance with Clause 38;

**Variation Procedure** means the procedure set out in Clause 38;

**VAT** means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

**Working Day** means any day other than a Saturday, Sunday or public holiday in England and Wales.

## SCHEDULE 2: STAFF TRANSFER

## 1. DEFINITIONS

In this Schedule 2, the following definitions shall apply:

Admission Agreement	An admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into by the Supplier where it agrees to participate in the Schemes in respect of the Services;
Eligible Employee	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
Fair Deal Employees	those Transferring DFID Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal (and, in the event that Part B of this Schedule 2 applies, any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal);
Supplier	a supplier supplying services to DFID before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Sub-Contractor of such supplier (or any Sub-Contractor of any such Sub-Contractor);
Fair Deal	the revised Fair Deal position set out in the HM Treasury guidance: <i>Fair Deal for staff pensioners: staff transfer from central government</i> issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date;
Identified Sub-Contractor	a Sub-Contractor identified in the Annex to this Schedule 2 to whom Transferring DFID Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
Replacement Supplier	a Sub-Contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Sub-Contractor of any such Sub-Contractor);
Relevant Transfer	a transfer of employment to which the Employment Regulations applies;
Relevant Transfer Date	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
Schemes	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 2 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the Designated Stakeholder Pension Scheme (as defined in the Public Service Pensions Regulations 2014);
Service Transfer	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
Service Transfer Date	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;

<b>“Supplier’s Financial” Supplier Personnel List</b>	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
<b>“Supplier’s Positional” Supplier Personnel List</b>	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>Transferring DFID Employees</b>	those employees of DFID to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>Transfer of Former Supplier Employees</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
<b>Transfer of Supplier Employees</b>	those employees of the Supplier and/or the Supplier’s Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

## 2. INTERPRETATION

Where a provision in this Schedule 2 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to DFID, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

**PART A****TRANSFERRING DFID EMPLOYEES AT COMMENCEMENT OF SERVICES****1. RELEVANT TRANSFERS**

1.1 DFID and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring DFID Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between DFID and the Transferring DFID Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Notified Sub-Contractor and each such Transferring DFID Employee.

1.2 DFID shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring DFID Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) DFID; and (ii) the Supplier and/or any Notified Sub-Contractor (as appropriate).

**2. DFID INDEMNITIES**

2.1 Subject to Paragraph 2.2, DFID shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by DFID in respect of any Transferring DFID Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring DFID Employee occurring before the Relevant Transfer Date;

2.1.2 the breach or non-observance by DFID before the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring DFID Employees; and/or
- (b) any custom or practice in respect of any Transferring DFID Employees which DFID is contractually bound to honour;

2.1.3 any claim by any trade union or other body or person representing the Transferring DFID Employees arising from or connected with any failure by DFID to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring DFID Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
- (b) in relation to any employee who is not a Transferring DFID Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from DFID to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.

2.1.5 a failure of DFID to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring DFID Employees arising before the Relevant Transfer Date;

2.1.6 any claim made by or in respect of any person employed or formerly employed by DFID other than a Transferring DFID Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and

2.1.7 any claim made by or in respect of a Transferring DFID Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring DFID Employee relating to any act or omission of DFID in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor (whether or not a Notified Sub-Contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

2.2.1 arising out of the resignation of any Transferring DFID Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any SubContractor to occur in the period from (and including) the Relevant Transfer Date; or

2.2.2 arising from the failure by the Supplier or any Sub-Contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by DFID as a Transferring DFID Employee claims, or it is determined in relation to any person who is not identified by DFID as a Transferring DFID Employee, that his/her contract of employment has been transferred from DFID to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to DFID; and

2.3.2 DFID may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-Contractor, or take such other reasonable steps as DFID considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by DFID, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or 2.5.3 the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, DFID shall indemnify the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified SubContractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or Notified SubContractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to DFID within 6 months of the Commencement Date.

2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by DFID nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

### 3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2 the Supplier shall indemnify DFID against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Sub-Contractor in respect of any Transferring DFID Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring DFID Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring DFID Employees; and/or

(b) any custom or practice in respect of any Transferring DFID Employees which the Supplier or any SubContractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring DFID Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.4 any proposal by the Supplier or a Sub-Contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring DFID Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring DFID Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

3.1.5 any statement communicated to or action undertaken by the Supplier or any Sub-Contractor to, or in respect of, any Transferring DFID Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with DFID in writing;

3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring DFID Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

(b) in relation to any employee who is not a Transferring DFID Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from DFID to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring DFID Employees in respect of the period from (and including) the Relevant Transfer Date;

3.1.8 any claim made by or in respect of a Transferring DFID Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring DFID Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from DFID's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

3.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of DFID whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from DFID's failure to comply with its obligations under the Employment Regulations.

- 3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring DFID Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between DFID and the Supplier.

#### 4. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to DFID in writing such information as is necessary to enable DFID to carry out its duties under regulation 13 of the Employment Regulations. DFID shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

#### 5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

- 5.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by DFID relating to pensions in respect of any Transferring DFID Employee as set down in:

5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.2.2 HM Treasury's guidance "Staff Transfer Settlements: A Fair Deal for Staff Pensions of 1999;

5.2.3 HM Treasury's guidance "A fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues of June 2010;

5.2.4 the New Fair Deal.

- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

#### 6. PENSIONS

The Supplier shall, and/or shall procure that each of its Sub-Contractors shall, comply with the pensions provisions in the following Annex.

#### ANNEX TO PART A: PENSIONS

##### 1. PARTICIPATION

- 1.1 The Supplier undertakes to enter into the Admission Agreement.

- 1.2 The Supplier and DFID:

- 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;

- 1.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying DFID if the Supplier breaches any obligations it has under the Admission Agreement;

- 1.2.3 agree, notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify DFID in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and



1.2.4 agree that DFID may terminate this Contract in the event that the Supplier breaches the Admission Agreement:

- (a) and that breach is not capable of being remedied; or
- (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from DFID giving particulars of the breach and requiring the Supplier to remedy it.

1.3 The Supplier shall bear its own costs and all costs that DFID reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator onboarding costs.

## 2. FUTURE SERVICE BENEFITS

2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of Schemes for service from (and including) the Relevant Transfer Date.

2.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to DFID, provide to any Fair Deal Employee who immediately prior to such cessation held a Eligible Employee with access to a occupational pension scheme notified the Government's Department or any actuary nominated by DFID in accordance with relevant guidance produced by the Government's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.

2.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

## 3. FUNDING

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Supplier shall indemnify and keep indemnified DFID on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

## 4. PROVISION OF INFORMATION

The Supplier and DFID respectively undertake to each other:

- 4.1 to provide all information which the other Party may reasonably request concerning matters referred to in this Annex and set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

## 5. INDEMNITY

The Supplier undertakes to DFID to indemnify and keep indemnified DFID on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

## 6. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

## 7. SUBSEQUENT TRANSFERS

The Supplier shall:

- 7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- 7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or DFID may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and
- 7.3 for the applicable period either:
  - 7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Contract, to terminate the Agreement or any part of the Services; or
  - 7.3.2 after the date which is two (2) years prior to the date of expiry of this Contract,
 ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or DFID, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of DFID (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

## 8. BULK TRANSFER

- 8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:
  - 8.1.1 fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that local authority pension scheme; and
  - 8.1.2 to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or DFID may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
  - 8.1.3 allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and
  - 8.1.4 indemnify DFID on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.

### PART B

## TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES

## 9. RELEVANT TRANSFERS

- 9.1 DFID and the Supplier agree that:
  - 9.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
  - 9.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplying through the operation of regulation 10(2)

of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-Contractor and each such Transferring Former Supplier Employee.

9.2 Subject to Paragraph 6, DFID shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and DFID shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

## 10. FORMER SUPPLIER INDEMNITIES

10.1 Subject to Paragraphs 2.2 and 6, DFID shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:

10.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

10.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;

10.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
- (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;

10.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;

10.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified SubContractor as appropriate may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

10.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any SubContractor to comply with regulation 13(4) of the Employment Regulations.

10.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

10.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any SubContractor to occur in the period from (and including) the Relevant Transfer Date; or

10.2.2 arising from the failure by the Supplier and/or any Sub-Contractor to comply with its obligations under the Employment Regulations.

10.3 If any person who is not identified by DFID as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by DFID as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

10.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to DFID and, where required by DFID, to the Former Supplier; and

10.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

10.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or DFID, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

10.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:

10.5.1 no such offer of employment has been made;

10.5.2 such offer has been made but not accepted; or 10.5.3 the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

10.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, DFID shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

10.7 The indemnity in Paragraph 2.6:

10.7.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or Notified SubContractor neglected to follow a fair dismissal procedure; and

10.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to DFID and, if applicable, the Former Supplier, within 6 months of the Commencement Date.

10.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under the Law.

## 11. SUPPLIER INDEMNITIES AND OBLIGATIONS

11.1 Subject to Paragraph 3.2, the Supplier shall indemnify DFID and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

- 11.1.1 any act or omission by the Supplier or any Sub-Contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;
- 11.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
- (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
  - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
- 11.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 11.1.4 any proposal by the Supplier or a Sub-Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 11.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-Contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with DFID and/or the Former Supplier in writing;
- 11.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 11.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
- 11.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- 11.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.
- 11.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, a Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 11.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

## 12. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to DFID and/or at DFID's direction, the Former Supplier, in writing such information as is necessary to enable DFID and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. Subject to Paragraph 6, DFID shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

## 13. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

13.1 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by DFID relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

- 13.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
- 13.1.2 HM Treasury's guidance "Staff Transfers to Central Government: A Fair Deal for Staff Pensions of 1999;
- 13.1.3 HM Treasury's guidance: Fair deal for staff pensions: position of Bulk Transfer Agreements and related Issues of June 2010; and/or
- 13.1.4 the New Fair Deal.

13.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

## 14. PROCUREMENT OBLIGATIONS

Notwithstanding any other provisions of this Part B, where in this Part B DFID accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that DFID's contract with the Former Supplier contains a contractual right in that regard which DFID may enforce, or otherwise so that it requires only that DFID must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## 15. PENSIONS

The Supplier shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in the following Annex.

### ANNEX TO PART B: PENSIONS

#### 1. PARTICIPATION

- 1.1 The Supplier undertakes to enter into the Admission Agreement.
- 1.2 The Supplier and DFID:
  - 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
  - 1.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying DFID if the Supplier breaches any obligations it has under the Admission Agreement;
  - 1.2.3 agree, notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify DFID in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and
  - 1.2.4 agree that DFID may terminate this Contract for material default in the event that the Supplier breaches the Admission Agreement:
    - (a) and that breach is not capable of being remedied; or

- (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from DFID giving particulars of the breach and requiring the Supplier to remedy it.

1.3 The Supplier shall bear its own costs and all costs that DFID reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator onboarding costs.

## **2. FUTURE SERVICE BENEFITS**

2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to DFID, provide to any Fair Deal Employee who immediately prior to such cessation was entitled to a pensionable salary the Go e e t A tua s Department or any actuary nominated by DFID to provide the Go e e t A tua s Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.

2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

## **3. FUNDING**

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Supplier shall indemnify and keep indemnified DFID on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

## **4. PROVISION OF INFORMATION**

The Supplier and DFID respectively undertake to each other:

- 4.1 to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

## **5. INDEMNITY**

The Supplier undertakes to DFID to indemnify and keep indemnified DFID on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

## **6. EMPLOYER OBLIGATION**

The Supplier shall comply with the requirements of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

## 7. SUBSEQUENT TRANSFERS

The Supplier shall:

7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;

7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or DFID may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and

7.3 for the applicable period either

7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Contract, to terminate the Agreement or any part of the Services; or

7.3.2 after the date which is two (2) years prior to the date of expiry of this Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or DFID, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of DFID (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

## 8. BULK TRANSFER

8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:

8.1.1 fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that local authority pension scheme; and

8.1.2 assist the local authority pension scheme to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or DFID may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

8.1.3 allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and

8.1.4 indemnify DFID on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.

## PART C

### NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

#### 1. PROCEDURE IN THE EVENT OF TRANSFER

1.1 DFID and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of DFID and/or any Former Supplier.

1.2 If any employee of DFID and/or a Former Supplier claims, or it is determined in relation to any employee of DFID and/or a Former Supplier, that his/her contract of employment has been transferred from DFID and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

1.2.1 the Supplier shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to DFID and, where required by DFID, give notice to the Former Supplier; and

1.2.2 DFID and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-Contractor (as appropriate) or take such other reasonable steps as DFID or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.



1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by DFID and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:

1.4.1 no such offer of employment has been made;

1.4.2 such offer has been made but not accepted; or 1.4.3 the

situation has not otherwise been resolved,

the Supplier and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

## 2. INDEMNITIES

2.1 Subject to the Supplier and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, DFID shall:

2.1.1 indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of DFID referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

2.1.2 subject to paragraph 3, procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.2 If any such person as is described in Paragraph 1.2 is neither re-employed by DFID and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-Contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.

2.3 Where any person remains employed by the Supplier and/or any Sub-Contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall indemnify DFID and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify DFID and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor.

2.4 The indemnities in Paragraph 2.1:

2.4.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or any SubContractor neglected to follow a fair dismissal procedure; and

2.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any SubContractor to DFID and, if applicable, Former Supplier within 6 months of the Commencement Date.

### 3. PROCUREMENT OBLIGATIONS

Where in this Part C DFID accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that DFID's contract with the Former Supplier contains a contractual right in that regard which DFID may enforce, or otherwise so that it requires only that DFID must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## PART D

### EMPLOYMENT EXIT PROVISIONS

#### 1. PRE-SERVICE TRANSFER OBLIGATIONS

1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:

- 1.1.1 receipt of a notification from DFID of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Contract;
- 1.1.3 the date which is twelve (12) months before the end of the Term; and

1.1.4 receipt of a written request of DFID at any time (provided that DFID shall only be entitled to make one such request in any six (6) month period),

it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by DFID.

1.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Supplier shall provide to DFID or at the direction of DFID to any Replacement Supplier and/or any Replacement Sub-Contractor:

1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and

1.2.2 the "affidavit" in relation to the "Supplier's Final Supplier Personnel List" as set out in the "Affidavit" (which has not previously been provided).

1.3 DFID shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-Contractor.

1.4 The Supplier warrants, for the benefit of DFID, any Replacement Supplier, and any Replacement Sub-Contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign a person to the provision of the "Services" who is not listed on the "Supplier's Provisional Supplier Personnel List" and shall not without the approval of DFID (not to be unreasonably withheld or delayed):

1.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);

1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;

1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the

Services (or the relevant part of the Services); or

1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-Contractor shall promptly notify, DFID or, at the direction of DFID, any Replacement Supplier and any Replacement Sub-Contractor of any notice to terminate employment given by the Supplier or relevant Sub-Contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to DFID any information DFID may reasonably require relating to the manner in which Services are organised, which shall include:

1.6.1 the numbers of employees engaged in providing the Services;

1.6.2 the percentage of time spent by each employee engaged in providing the Services;

1.6.3 the extent to which each employee qualifies for membership of any of the Schemes or any broadly comparable scheme set up pursuant to the provisions of paragraph 2.2 of the Annex (Pensions) to Part A of this Schedule 2 or paragraph 2.3 of the Annex (Pensions) to Part B of this Schedule 2 (as appropriate); and

1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to DFID, any Replacement Supplier and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to DFID or, at the direction of DFID, to any Replacement Supplier and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

1.7.1 the most recent month's copy pay slip data;

1.7.2 details of cumulative pay for tax and pension purposes;

1.7.3 details of cumulative tax paid;

1.7.4 tax code;

1.7.5 details of any voluntary deductions from pay; and

1.7.6 bank/building society account details for payroll purposes.

## **2. EMPLOYMENT REGULATIONS EXIT PROVISIONS**

2.1 DFID and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement SubContractor. Such change in the identity of the Supplier of such Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. DFID and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary

apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.

2.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Supplier shall indemnify DFID and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Sub-Contractor occurring on or before the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees; and/or

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

(b) in relation to an employee who is identified in the "Supplier's Financial Supplier Personnel List", and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to DFID and/or Replacement Supplier and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

2.3.5 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);

2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-Contractor other than a Transferring Supplier Employee identified in the "Supplier's Financial Supplier Personnel List" for whom it is alleged DFID and/or the Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by DFID and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or

2.4.2 arising from the 'supplier's failure, and/or 'supplier's failure, to comply with its obligations under the Employment Regulations.

2.5 If a person who is identified in the "Supplier's Financial Supplier Personnel List" is, or it is determined in relation to any person who is identified in the "Supplier's Financial Supplier Personnel List" that his/her contract of employment has been transferred from the Supplier or any Sub-Contractor to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

2.5.1 DFID shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and

2.5.2 the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-Contractor, DFID shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:

2.7.1 no such offer of employment has been made;

2.7.2 such offer has been made but not accepted; or 2.7.3 the situation has not otherwise been resolved

the Replacement Supplier and/or Replacement Sub-Contractor, as appropriate may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee

Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or

(b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Sub-Contractor to the Supplier within six (6) months of the Service Transfer Date.

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.

2.11 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of a person identified in the "Supplier's Financial Provisions List" effective on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

2.11.1 the Supplier and/or any Sub-Contractor; and

- 2.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.
- 2.12 The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to DFID and any Replacement Supplier and/or Replacement Sub-Contractor, in writing such information as is necessary to enable DFID, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. DFID shall procure that the Replacement Supplier and/or Replacement Sub-Contractor, shall promptly provide to the Supplier and each Sub-Contractor in writing such information as is necessary to enable the Supplier and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, where a Relevant Transfer occurs DFID shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor in respect of any Transferring Supplier Employee identified in the "Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
- 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor on or after the Service Transfer Date of:
- (a) a breach of any term of the Final Supplier Personnel List; and/or
- (b) a breach of any term of the Final Supplier Personnel List which the Replacement Supplier and/or Replacement Sub-Contractor is contractually bound to honour;
- 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the "Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the "Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment of any Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the "Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
- (b) in relation to any Transferring Supplier Employee identified in the "Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the "Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 a liability on or after the Service Transfer Date in respect of any Transferring Supplier Employee identified in the "Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.

- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

**ANNEX TO SCHEDULE 2: LIST OF NOTIFIED SUB-CONTRACTORS**



### SCHEDULE 3: INSURANCE REQUIREMENTS

#### 1. OBLIGATION TO MAINTAIN INSURANCES

- 1.1 Without prejudice to its obligations to DFID under this Contract, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 2 take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1.  
The Supplier shall ensure that each of the Insurances is effective no later than the Commencement Date.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent Contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
- 1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which DFID shall be indemnified in respect of claims made against DFID in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

#### 2. GENERAL OBLIGATIONS

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
  - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent Contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
  - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

#### 3. FAILURE TO INSURE

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, DFID may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and DFID shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

#### 4. EVIDENCE OF POLICIES

- 4.1 The Supplier shall upon the Commencement Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to DFID, that the Insurances are in force and effect and meet in full the requirements of this Framework Schedule 2. Receipt of such evidence by DFID shall not in itself constitute acceptance by DFID or relieve the Supplier of any of its liabilities and obligations under this Agreement.

#### 5. AGGREGATE LIMIT OF INDEMNITY

- 5.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
  - 5.1.1 if a claim or claims which do not relate to this Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to DFID:
    - (a) details of the policy concerned; and
    - (b) its proposed solution for maintaining the minimum limit of indemnity specified; and

5.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract are paid by insurers, the Supplier shall:

- (a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract; or
- (b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to DFID full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

## 6. CANCELLATION

6.1 The Supplier shall notify DFID in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

## 7. INSURANCE CLAIMS

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that DFID receives a claim relating to or arising out of the Services or this Contract, the Supplier shall co-operate with DFID and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where DFID is the claimant party, the Supplier shall give DFID notice within twenty (20) Working Days after any insurance claim in excess of £13,000,000 relating to or arising out of the provision of the Services or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by DFID) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from DFID any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

## ANNEX 1: REQUIRED INSURANCES

### PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

#### 1. INSURED

1.1 The Supplier

#### 2. INTEREST

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

- 2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person;
- 2.1.2 loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 2) and arising out of or in connection with the provision of the Services and in connection with this Contract.

#### 3. LIMIT OF INDEMNITY

3.1 Not less than £13m in respect of any one occurrence, the number of occurrences being unlimited, but £13m any one occurrence and in the aggregate per annum in respect of products and pollution liability.

#### 4. TERRITORIAL LIMITS

4.1.1 Worldwide

**5. PERIOD OF INSURANCE**

5.1 From the Commencement Date for the Term and renewable on an annual basis unless agreed otherwise by DFID in writing. **6. COVER**

**FEATURES AND EXTENSIONS**

6.1 Indemnity to principals clause.

**7. PRINCIPAL EXCLUSIONS**

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence. **8. MAXIMUM**

**DEDUCTIBLE THRESHOLD**

8.1 Not to exceed £ 150,000 for each and every third party property damage claim (personal injury claims to be paid in full).

1.

**PART B: PROFESSIONAL INDEMNITY INSURANCE****INSURED**

1.1 The Supplier

**2. INTEREST**

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including legal costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

**3. LIMIT OF INDEMNITY**

3.1 Not less than £13m in respect of any one claim and in the aggregate per annum. ***Territorial***

***Limits***

3.2 Worldwide

**4. PERIOD OF INSURANCE**

4.1 From the date of this Contract and renewable on an annual basis unless agreed otherwise by DFID in writing (a) throughout the Term or until earlier termination of this Contract and (b) for a period of 6 years thereafter.

**5. COVER FEATURES AND EXTENSIONS**

5.1 Retroactive cover to apply to any claims made policy wording in respect of this Contract or retroactive date to be no later than the Commencement Date.

**6. PRINCIPAL EXCLUSIONS**

6.1 War and related perils

6.2 Nuclear and radioactive risks

1.

**7. MAXIMUM DEDUCTIBLE THRESHOLD**

7.1 Not to exceed £150,000 each and every claim.

**PART C: UNITED KINGDOM COMPULSORY INSURANCES**

**GENERAL**

1.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

1.

#### **SCHEDULE 4: TENDER**

##### **GENERAL**

1.1 This Schedule sets out a copy of the Supplier's Tender.

1.2 Subject to Clause 1.4, in addition to any other obligations on the Supplier under this Contract, the Supplier shall provide the Services in accordance with the Tender.

APPENDIX A. CONTRACT AMENDMENT LETTER

International Development

Department for

Abercrombie House  
Eaglesham Road  
EAST KILBRIDE  
Glasgow  
G75 8EA

Telephone: East Kilbride 01355 84 4000

Directline: 01355 84 [

File Ref: [

Date: [

Contract Amendment No: [

CONTRACT FOR: [

CONTRACT NUMBER: [

With reference to the Contract dated [ ], both Parties have in principle agreed to the following variation[s] to the Contract [:

[

2. [These/This amendment[s] relate[s] to [

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 DFID that you accept the variation[s] set out herein.

4. The Contract, including any previous variations, 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.

Signed by an authorised signatory for and on behalf of the  
Secretary of State for International Development

Name: [ ]  
Position:

Signature:

Date: [

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

Name: [

Signature:

Date:

## APPENDIX B



## DFID Supply Partner Code of Conduct

### **Principles**

DFID aims to create an inclusive culture of best practice with the delivery partners with whom it engages and which receive UK taxpayer funds. All Supply Partners should adhere to the overarching principles of the Supply Partner Code of Conduct (hereafter the Code).

#### **Overarching Principles for Supply Partners**

**Act responsibly and with integrity**

**Be transparent and accountable**

**Seek to improve value for money**

**Demonstrate commitment to poverty reduction and DFID priorities<sup>1</sup>**

**Demonstrate commitment to wider HMG priorities<sup>2</sup>**

### **DFID Supply Partner responsibilities**

Supply Partners and their subcontractors (delivery chain partners) should ensure they have read and understood the Code and their required compliance level and seek clarification from DFID where necessary. In particular, it is important that the Supply Partners and their subcontractors (delivery chain partners) understand any risks and have systems in place to manage them. The 3 compliance levels are:

**Compliance Level 1** - Supply Partners with an individual contract value of £1m or above, or two or more contracts/grants with DFID with a combined value of £5m or above;

**Compliance Level 2** - Supply Partners with an individual contract value below £1m, or two or more contracts /grants with DFID with a value of less than £5m;

**Compliance Level 3** - Supply Partners with an individual Contract value, or component of a Contract/Grant, with a value below the EU contracting threshold. At this level Supply Partners are required to adhere to the overarching

<sup>1</sup> <https://www.gov.uk/government/organisations/department-for-international-development/about#priorities>

<sup>2</sup> <https://www.gov.uk/government/organisations/hm-treasury/about#priorities>



Code principles and recognise, mitigate and manage risks. These Supply Partners will not be monitored against the contractual KPIs.

## Scope

This Code forms part of DFID's standard contractual terms and conditions and full compliance is a contractual requirement via a signed declaration, to be found at Annex 1b, is mandatory for contracted Supply Partners. Adherence to the Code at the appropriate level is also a requirement for DFID direct and delivery chain Supply Partners in receipt of funding. DFID will monitor Supply Partners in six priority areas as set out below using a set of Key Performance Indicators (KPIs) as referenced in Annex 1a and 1b.

### 1. Value for Money and Governance

Key Performance Indicators KPI 1 a - c

Value for Money and financial transparency is an essential requirement of all DFID commissioned work. All Supply Partners must seek to maximise development results, whilst driving cost efficiency, throughout the life of commissioned programmes. This includes budgeting and pricing realistically and appropriately to reflect delivery requirements and levels of risk over the life of the programme. It also includes managing uncertainty and change to protect value in the often challenging environments that we work in.

Supply Partners must demonstrate that they are pursuing continuous improvement and applying stringent financial management and governance to reduce waste and improve efficiency in their internal operations and within the delivery chain. DFID expects Supply Partners to demonstrate openness and honesty and to be realistic about capacity and capability at all times, accepting accountability and responsibility for performance along the full delivery chain, in both every-day and exceptional circumstances.

#### Specific requirements include:

Provision of relevant VfM and governance policies and a description of how these are put into practice to meet DFID requirements (e.g. Codes on fraud and corruption, due diligence);  
A transparent, open book approach, which enables scrutiny of value for money;  
Strict adherence to all UK and in-country government tax requirements;  
Processes for timely identification and resolution of issues and for sharing lessons learned which might be requested by DFID at any time.

### 2. Ethical Behaviour

Key Performance Indicators KPI 2 a- f

DFID Supply Partners and their delivery chain partners act on behalf of the UK government and interact globally with country governments, other aid donors and their delivery partners, many stakeholders including citizens and directly and indirectly with aid beneficiaries. These interactions must therefore meet the highest standards of ethical and professional behaviour in order to uphold the reputation of the UK government.

Arrangements and relationships entered into, whether with or on behalf of DFID, must be free from bias, conflict of interest or the undue influence of others. Particular care must be taken by Supply Partner and delivery chain staff who:

- a) are directly involved in the management of a programme or procurement of services; or
- b) who engage with i) frontline DFID staff ii) other deliverers of aid iii) beneficiaries (of aid)

Where those in a) and b) could be susceptible to undue negative or detrimental influence.

Supply Partners and their delivery chain partners must declare to DFID where there may be instances or allegations of previous unethical behaviour by an existing or potential staff member or where there is a known or suspected conflict of interest. Where a potential or existing staff member has been employed by DFID or the Crown in the preceding two years Supply Partners and their delivery chain partner must provide proof of compliance with the HMG approval requirements under the Business Appointment Rules.

Supply Partners and their delivery chain partners must have the following policies and procedures in place:

Development and proof of application and embedding of a Staff Recruitment, Management and Retention policy (which must address circumstances where there may be potential or actual conflict of interest and embedding of a Whistleblowing Policy)

Ongoing monitoring of potential or existing personal, business or professional conflict of interest and their mitigation and management

Ethical training for every staff member and staff updates in ethical working practices suitable to the development sector (e.g. UN Global Compact principles) including awareness of modern day slavery and human rights abuses

Procedures setting out how, staff involved in DFID funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the DFID Counter Fraud and Whistleblowing Unit (CFWU) at [reportingconcerns@dfid.gov.uk](mailto:reportingconcerns@dfid.gov.uk) or on +44(0)1355 843747.

### 3. Transparency and Delivery Chain Management

Key Performance Indicators KPI 3 a – f

DFID requires full delivery chain transparency from all Supply Partners. All direct Supply Partners and their delivery chain partners must adhere to wider HMG policy initiatives including the support and capacity building of micro, small and medium sized enterprises (MSMEs), prompt payment, adherence to human rights and modern slavery policies and support for economic growth in developing countries.

DFID recognises the critical value that downstream delivery partners contribute. Direct Supply Partners must engage their delivery chain partners in a way that is consistent with DFID's treatment of its direct Supply Partners. This includes, but is not limited to: appropriate pricing of services; fiduciary and financial risk management processes; applying transparent and responsive measures where delivery chain partners underperform against the KPI areas; taking a zero tolerance approach to tax evasion, corruption, bribery and fraud in subsequent service delivery or in partnership agreements. Direct Supply Partners must cascade the principles of the Code throughout their delivery chain to ensure DFID ethical behaviour standards are embedded and maintained.

#### Specific requirements for direct Supply Partners include:

Provide assurance to DFID that the policies and practices of their delivery chain Supply Partners and affiliates comply with the Code;

Maintaining and sharing with DFID up-to-date and accurate records of all downstream partners in receipt of DFID funds and/or DFID funded inventory or assets. This should map how funds flow from them to end beneficiaries and identify risks and potential risks along the delivery chain;

Ensuring delivery chain partner employees are expressly notified of the DFID reporting process<sup>3</sup> and the email box<sup>3</sup> for reporting concerns to DFID's external reporting website and of the circumstances in which this should be used;

<sup>3</sup> <https://www.gov.uk/government/organisations/department-for-international-development/about#reporting-fraud>

Publication of DFID funding data in accordance with the International Aid Transparency Initiative (IATI)<sup>4</sup>  
 Supply Partners shall adhere to HMG prompt payment policy and not use restrictive exclusivity agreements with sub-partners.

#### 4. Environmental issues

Key Performance Indicators KPI 4 a – b

DFID Supply Partners must be committed to high environmental standards, recognising that DFID's activities may change the way people use and rely on the environment, or may affect or be affected by environmental conditions. Supply Partners must demonstrate they have taken sufficient steps to protect the local environment and community they work in, and to identify environmental risks that are imminent, significant or could cause harm or reputational damage to DFID.

#### **Commitment to environmental sustainability may be demonstrated by:**

Formal environmental safeguard policies in place;  
 Publication of environmental performance reports on a regular basis  
 Membership or signature of relevant environmental Codes, both directly and within the delivery chain such as conventions, standards or certification bodies (e.g. the Extractive Industries Transparency Initiative<sup>5</sup>).

#### 5. Terrorism and Security

Key Performance Indicators KPI 5 a – d

DFID Supply Partners must implement due diligence processes to provide assurance that UK Government funding is not used in any way that contravenes the provisions of the Terrorism Act 2000, and any subsequent regulations pursuant to this Act.

DFID Supply Partners must maintain high levels of data security in accordance with the Data Protection Act 1998 and any subsequent regulations pursuant to this Act, or new Act and with the General Data Protection Regulation (Directive 95/46/EC).

#### **Specific requirements:**

Development and proof of application and embedding of a comprehensive Terrorism and Security Policy  
 Development and proof of application and embedding of personal data processing processes within a Data Protection Policy

DFID Supply Partners must safeguard the integrity and security of their IT and mobile communications systems in line with the HMG Cyber Essentials Scheme<sup>6</sup>. Award of the Cyber Essentials or Cyber Essential Plus badges would provide organisational evidence of meeting the UK Government-endorsed standard; All DFID Supply Partners who manage aid programmes with a digital element must adhere to the global Principles for Digital Development<sup>7</sup>, which sets out best practice in technology-enabled programmes

Ensure that DFID funding is not linked to terrorist offences, terrorist activities or financing.

<sup>4</sup> <http://www.aidtransparency.net/>

<sup>5</sup> <https://eiti.org/>

<sup>6</sup> <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview> <sup>7</sup> <http://digitalprinciples.org/>

## 6. Safeguarding, Social Responsibility and Human Rights

Key Performance Indicators: KPI 6 a – d

Safeguarding, social responsibility and respect for human rights are central to DFID's expectations of its Supply Partners. Supply Partners must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within complex delivery chain environments funded by DFID. These practices include sexual exploitation, abuse and harassment; all forms of child abuse and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture or disability. Supply Partners must place an emphasis on the control of these and further unethical and illegal employment practices, such as modern day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid recipients. DFID will expect a particular emphasis on the management of these issues in high risk fragile and conflict affected states (FCAS), with a focus on ensuring remedy and redress if things go wrong.

### Specific requirements:

- Development and proof of application and embedding of a Safeguarding Policy;
- Delivery of Social Responsibility, Human Rights and Safeguarding training throughout the delivery chain;
- Compliance level 1 Supply Partners must be fully signed up to the UN Global Compact<sup>7</sup>;
- Practices in line with the International Labour Organisation (ILO) 138<sup>8</sup> and the Ethical Trading Initiative (ETI) Base Code<sup>9</sup> are to be encouraged throughout the delivery chain;
- Policies to embed good practice in line with the UN Global Compact Guiding Principles 1 & 2 on business and human rights throughout the delivery chain are required, as detailed in Annex 2;
- Compliance level 1 Supply Partners to submit a "State of Compliance" outlining how the organisation's business activities help to develop local markets and institutions and further how they contribute to social and environmental sustainability, whilst complying with international principles on Safeguarding and Human Rights labour and ethical employment, social inclusion and environmental protection;
- Overarching consideration given to building local capacity and promoting the involvement of people whose lives are affected by business decisions.

## Annex 1a

### Compliance KPIs and contractual checking mechanisms - DFID Contracts

Maintaining standards of assurance and driving sustainable improvement, in line with the Code's principles through Supply Partner relationships is a key focus for DFID.

Supply Partner and delivery chain compliance checking processes will take place in accordance with the agreed compliance levels and the specific contractual clauses down the delivery chain, DFID shall undertake compliance checks.

Where appropriate, a plan setting out the Code of Conduct delivery methodology for the Supply Partner arrangements during the contract term may be jointly developed with DFID during Contract mobilisation.

<sup>7</sup> <https://www.unglobalcompact.org/what-is-gc/mission/principles>

<sup>8</sup> [http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C138](http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138)

<sup>9</sup> <http://www.ethicaltrade.org/eti-base-code>

Contract Checks and Compliance KPIs		KPI target	Specific Contractual link	Checking mechanism
i.  ii.	Declaration of acceptance of the DFID Supply Partner Code of Conduct	Annual declaration submitted by contracted Supply Partner on behalf of delivery chain	Contract Terms and Conditions Clause 5.1 and Clause 7.7	Declaration of acceptance at the applicable level of compliance with each of the 6 sections received
	Declaration of sign up to the UN Global Compact	Annual declaration submitted by the direct Supply Partner	Standard Selection Questionnaire (SSQ)	Declaration of applicable sign up / application received
1.	<b><u>VfM and Governance standards</u></b>			
a)	Economic and governance policies in practice	Annual updated documentation provided (copy of Policies with detailed annual financial breakdown relating to contract)	Terms and Conditions Clauses 13, 14 & 15	Annual contract review/programme management  Audit checks Compliance checks
b)	VfM being maximised over the life of a contract  1. By confirmation of annual profit level fluctuations since tender submittal  2. by timely identification and resolution of issues  3. ensuring lessons learned are shared	Updated documentation submitted once annually	Contract T&Cs Clauses 15 & 20  Terms of Reference  Terms of Reference	Compliance checks  Annual contract review/programme management Compliance checks  Annual contract review/programme management Compliance checks
c)	<b><u>Tax Declaration (HMRC format)</u></b>  • Tax the organisation paid on profits made in the last 3 years, and in which countries  • Compliance with relevant country level tax regulations fully understood and met	Annually updated documentation submitted by contracted supplier and on behalf of delivery chain partners	Terms and Conditions Clauses 15, 23 & 24  Terms of reference	Annual return  Compliance checks

<b>2.</b>	<b><u>Ethical Behaviour</u></b>			
	<b>a)</b> Recruitment policy (which must address circumstances where there may be potential or actual conflict of interest)	Updated policy documentation submitted once annually by contracted supplier and on behalf of delivery chain partners	Terms and Conditions Clauses 6, 51 & 54	Annual return Compliance checks
	<b>b)</b> Ongoing conflict of interest, mitigation and management	As 2a. above	Terms and conditions Clause 54	Annual return Compliance checks
	<b>c)</b> Refresher ethical training and staff updates (including disclosure restrictions on DFID confidential information)	Copy of training logs provided Delivery in accordance with training programme in place	Terms and conditions Clause 6, 29, 51 & 54	Annual return Compliance checks
	<b>d)</b> A workforce whistleblowing policy	Continuous workforce awareness maintained Policy in place	Terms and Conditions Clause 48	Annual return Compliance checks
	<b>e)</b> <ol style="list-style-type: none"> <li>1. Procedures setting out how, staff involved in DFID funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the Counter Fraud and Whistleblowing Unit (CFWU) at <a href="mailto:reportingconcerns@dfid.gov.uk">reportingconcerns@dfid.gov.uk</a> or on +44(0)1355 843747</li> <li>2. Employees working on DFID Contracts fully aware of the DFID external website reporting concerns mailbox</li> </ol>	<p>Continuous awareness maintained</p> <p>Procedure in place</p> <p>Continuous awareness maintained</p>	<p>Terms and Conditions Clauses 6, 48 &amp; 54</p> <p>Terms and Conditions Clause 48</p>	<p>Annual return Compliance checks</p> <p>Annual return Compliance checks</p>
	<b>f)</b> <p>Declarations of direct or subcontractor staff members proposed to work on DFID funded business if employed by DFID or the Crown in the preceding two years</p> <p>Supply Partners and their subcontractors must provide proof of compliance with the HMG approval requirements under the <a href="#">business appointment rules</a></p>	Details submitted as applicable	<p>Terms and Conditions Clause 48</p> <p>HMG <a href="#">business appointment rules</a></p>	<p>Annual return Compliance checks</p> <p>Contract management</p>
<b>3.</b>	<b><u>Transparency and Delivery Chain Management</u></b>			
	<b>a)</b> IATI compliance for Supply Partner and their delivery chain Supply Partners	Updated documentation submitted once annually	Contract Terms and Conditions Clause 28	Tender evaluation  Periodic spot checks Compliance checks

b)	Up to date and accurate records of all delivery chain Supply Partners	Updated documentation submitted in accordance with Clause 26.7	Contract Terms & conditions Clause 9 & 28 Tender submittal – delivery chain	Annual return Compliance checks Contract management
	Policies and practices for the management of delivery chain partners and affiliates aligned to the DFID Supply Partner Code of Conduct	Updated documentation submitted annually	Contract Terms & conditions Clause 7	Contract management processes Periodic spot checks Compliance checks
	Tax evasion, bribery, corruption and fraud statements of assurance provided	Updated documentation submitted once annually	Contract Terms and Conditions 23 & 24	Periodic and annual return spot checks Compliance checks
	All delivery chain partner employees working on DFID Contracts fully aware of the DFID reporting concerns mailbox	Updated documentation submitted once annually	Contract Terms & Conditions Clause 48	Periodic and annual return spot checks
	HMG prompt payment policy adhered to by all delivery chain partners	Updated documentation submitted once annually	Contract Terms & conditions 7	HMG spot checks Compliance checks Annual return
4.	<b><u>Environmental Issues</u></b>			
a)	1.Steps in place to identify environmental risks (e.g. by maintaining a risk register) Ensuring legislative requirements are being met  2. Formal context specific environmental safeguarding policies in place to ensure legislative requirements are being met	Updated documentation submitted once annually	Contract Terms & Conditions Clause 53 and ToRs	Contract management  Periodic and annual return spot checks Compliance checks
b)	Published annual environmental performance reports	Updated documentation submitted once annually	Contracts ToRs	Periodic and annual return spot checks
5.	<b><u>Terrorism and Security</u></b>			
a)	Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing	Updated documentation submitted if and when changes identified since tender submittal	Standard Selection Questionnaire (SSQ)	Annual return Spot checks Compliance checks Annual contract review
b)	Certification at or above the level set out in the tender submittal	Updated documentation submitted if changes identified since	Standard Selection Questionnaire (SSQ)	Annual return Compliance checks

c)  d)		tender submittal		
	Data managed in accordance with DFID Security Policy and systems in accordance with the HMG Cyber Essentials Scheme	Updated documentation submitted if changes identified since tender submittal	Contract T&Cs Clause 32 & 33	Compliance checks
	Best practice global Principles for Digital Development in place	Updated documentation submitted if changes identified since tender submittal	Terms of reference (TORs)	Annual contract review Compliance checks
6.	<b><u>Safeguarding, Social Responsibility and Human Rights</u></b>			
a)	Provision of a current internal document demonstrating good practice and assuring compliance with key legislation on international principles on labour and ethical employment	Confirmation of UN Global Compact Membership	Standard Selection Questionnaire	Tender evaluation  Annual return Compliance checks
b)	Agreed level of measures in place and cascaded to assure the prevention of actual, attempted or threatened sexual exploitation or abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to DFID funded work. Robust procedures for the reporting of suspected misconduct, illegal acts or failures to investigate in place	Updated documentation submitted once annually	Contract T&Cs Clause 50	Tender evaluation, Compliance checks
c)	Recognition of the ILO standards  Membership of Ethical Trading Initiative (ETI)	Membership number		Compliance checks



d)	<p>1.Principles cascaded to employees and delivery chain partners via an internal policy or written outline of good practice service delivery approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1 &amp; 2</p> <p>2. Number and details of any organisational safeguarding allegations reported</p> <p>3.Level of commitment in relation to the Contract evident in delivery practices in line</p>	<p>Updated documentation submitted annually</p> <p>Updated documentation submitted if and when changes identified since tender submittal</p> <p>Updated</p>	Contract T&Cs Clause 50	<p>Annual return</p> <p>Compliance checks</p> <p>Annual checks</p> <p>Compliance checks</p>
	with the workplace and community guidance provided in the DFID Supply Partner Code of Conduct Annex 2	documentation submitted annually		<p>Tender evaluation</p> <p>Compliance checks</p>

**Contractual Annual Compliance Declaration**

Prior to Contract Award and thereafter on an annual basis at the end of each financial year, the Supply Partner is required to submit a Compliance Declaration in connection with the management of any DFID Contract in place and on behalf of their delivery chain partners. Supply Partners should be aware that spot check compliance monitoring will take place to verify responses.

**Supply Partner Compliance Declaration**

**Key:**

**Contractual Requirement:**

**X denotes full compliance 1 required**

**O denotes reduced compliance level 2, unless otherwise stipulated in contractual Terms of Reference**

**Compliance Level 1**

Supply Partners with an individual contract value of £1m or above, or two or more contracts funded by DFID with a combined value of £5m or above.

**Compliance Level 2**

Supply Partners with an individual contract value below £1m, or two or more contracts funded by DFID with a value of less than £5m.

**Compliance Level 3**

Supply Partners with an individual contract value or component of a contract funded by DFID with a value below the EU Threshold. At this level Supply Partners are required to adhere to the overarching Code principles and recognise, mitigate and manage risks but will not be monitored against the contractual KPIs.

KPI Compliance Area		Supply Partner Compliance Level		Commentary	CEO Signatory	Signature & date of signing
		1	2			
<b>1.</b>	<b><u>VfM and Governance standards</u></b>					
<b>a)</b>	Evidence of how economic and governance policies work in practice	X	O			
<b>b)</b>	VfM maximisation over contract life					
	1. Annual confirmation of % profit on contract	X	X			
	2. timely identification and resolution of issues	X	X			
	3. ensuring lessons learned are shared	X	O			
<b>c)</b>	<b><u>Tax Declaration (HMRC format)</u></b>					
	Comply with all tax requirements	X	X			
<b>2.</b>	<b><u>Ethical Behaviour</u></b>					
<b>a)</b>	Adherence to agreed conflict of interest management procedures	X	X			

<b>b)</b>	Evidence of workforce ethical training updates taking place	X	X			
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<b>c)</b>	Confirmation of direct and delivery chain partner compliance with the HMG approval requirements under the Business Appointment Rules.	X	X			
<b>d)</b>	Confirmation and full evidence of awareness of an up to date workforce whistleblowing policy	X	X			
<b>e)</b>	Procedures in place and full evidence of awareness of how, staff involved in DFID funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the Counter Fraud and Whistleblowing Unit (CFWU) at <a href="mailto:reportingconcerns@dfid.gov.uk">reportingconcerns@dfid.gov.uk</a> or on +44(0)1355 843747	X	X			
<b>f)</b>	HMG Business appointment rules followed - Conflict of Interest(COI) declarations made for direct or delivery chain staff members proposed to work on DFID funded business if employed by DFID or the Crown in the preceding two years.	X	X			
<b>3.</b>	<b><u>Transparency and Delivery Chain Management</u></b>					
<b>a)</b>	Supply Partner and delivery chain partners IATI compliant	X	O			
<b>b)</b>	Provision of up to date and accurate records of all delivery chain Supply Partners provided within the required frequencies, including a annual o t a tual spe d o “ME s, o e owned businesses and modern apprenticeships in place	X	O			
<b>c)</b>	Verification that policies and practices for the management of delivery chain Supply Partners are aligned to the DFID Supply Partner Code of Conduct i.e. by demonstrating delivery chain governance arrangements in place	X	O			
<b>d)</b>	Assurance there has been no change to previous statements provided in relation to tax evasion, bribery, corruption and fraud	X	X			
<b>e)</b>	Confirmation that all delivery chain Supply Partners e plo ees o ki g o DFID	X	X			
<b>f)</b>	Contracts are fully aware of the DFID external website reportingconcerns mailbox					

	Confirmation of adherence to HMG prompt payment policy with all their delivery chain Supply Partners	X	O			
<b>4.</b>	<b><u>Environmental Issues</u></b>					
<b>a)</b>	Environmental risks identified (e.g. by maintaining a risk register) with formal context specific environmental safeguarding policies in place	X	O			
<b>b)</b>	Annual published environmental performance reports	X	O			
<b>5.</b>	<b><u>Terrorism and Security</u></b>					
<b>a)</b>	Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing	X	X			
<b>b)</b>	No engaged employees or delivery chain partner personnel appears on the Home Office Prescribed Terrorist Organisations List	X	X			
<b>c)</b>	Data is managed in accordance with DFID security policy and systems are in accordance with the HMG cyber essentials scheme	X	X			
<b>d)</b>	Adherence to the best practice global principles for digital development	X	O			
<b>6.</b>	<b><u>Safeguarding, Social Responsibility and Human Rights</u></b>					
<b>a)</b>	Provision of a document demonstrating current organisational good practice and assuring compliance with key legislation on international principles on labour and ethical employment (to include Modern Day Slavery Act 2015 compliance detail)	X	O			
<b>b)</b>	Organisational procedures in place directly, and within the delivery chain:  1.To prevent actual, attempted or threatened sexual exploitation and abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to DFID funded work 2.For reporting suspected misconduct, illegal acts or failures to investigate actual attempted or threatened sexual exploitation or abuse	X  X	X  X			
<b>c)</b>	Current membership of UN Global Compact	X	O			
	Current membership of ETI	O	O			

d)	1.Evidence of cascade to employees of an internal policy or written outline of good practice service delivery approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1&2 demonstrating an appropriate level of commitment in relation to the Contract	X	O			
	2.Numbers and details of organisational safeguarding allegations reported	X	X			
	3. Examples of delivery practice that demonstrate commitments in line with workplace and community in line with UN	X	O			
	Global Compact Principles 1 & 2 (Annex 2)					

### UN Global Compact – Human Rights

**Principle 1:** businesses should support and respect the protection of internationally proclaimed Human Rights

**Principle 2:** businesses should ensure they are not complicit in Human Rights abuse

Organisations should do this by giving attention to vulnerable groups including women, children, people with disabilities, indigenous groups, migrant workers and older people.

Organisations should comply with all laws, honouring international standards and giving particular consideration to high risk areas with weak governance.

Examples of how suppliers and partners should do this are set out below:

#### **In the workplace**

- by providing safe and healthy working conditions
- by guaranteeing freedom of association
- by ensuring non-discrimination in personnel practices
- by ensuring that they do not use directly or indirectly forced labour or child labour
- by providing access to basic health, education and housing for the workers and their families, if these are not provided elsewhere
- by having an affirmative action programme to hire victims of domestic violence
- by making reasonable accommodations for all employees' religious observance and practices

#### **In the community**

- by preventing the forcible displacement of individuals, groups or communities
- by working to protect the economic livelihood of local communities
- by contributing to the public debate. Companies interact with all levels of government in the countries where they operate. They therefore have the right and responsibility to express their views on matters that affect their operations, employees, customers and the communities of which they are a part
- through differential pricing or small product packages create new markets that also enable the poor to gain access to goods and services that they otherwise could not afford
- by fostering opportunities for girls to be educated to empower them and also helps a company to have a broader and more skilled pool of workers in the future, and

- perhaps most importantly, a successful business which provides decent work, produces quality goods or services that improve lives, especially for the poor or other vulnerable groups, is an important contribution to sustainable development, including human rights
- If companies use security services to protect their operations, they must ensure that existing international guidelines and standards for the use of force are respected





**Lafiya contract- UK Support for Health in Nigeria**  
**Terms of Reference**

## Introduction

DFID requires the services of a Supplier to provide the management, administration and delivery, including the establishment of project offices, recruitment and retention of appropriate personnel and the acquisition of goods, equipment and services as required in country to deliver the Lafiya contract

### 1. Objective

The objective of the Lafiya contract is to improve health outcomes for the poorest and most vulnerable in Nigeria through i) encouraging Government of Nigeria to increase resources invested in health; ii) improving effectiveness and efficiency of public and private basic health for services and iii) reducing total fertility rate in Nigeria.

### 2. The Recipient

The recipient of this service will be the people and Government of Nigeria, representing namely the Federal and State Ministries of Health and Local Governments.

### 3. Scope

#### a. Programme Management Services

The Supplier will provide the appropriately skilled personnel and systems to ensure the successful day to day management of the delivery of the programme including identification, development and implementation of programme activities, engagement and collaboration with stakeholders including Government of Nigeria, financial management, accounting and delivery of the required reports as set out in paragraph 9. 'Reporting Requirements', facilitation of programme meetings (including with DFID and other stakeholders) effective management of downstream partners including related due diligence, risk management internal monitoring, logistics and administrative duties.

#### b. Programme Delivery Services

The supplier will provide the appropriately skilled services and personnel to deliver the following outcomes and outputs at state and federal level:

Outcomes:

- i. Outcome 1: Increased resources invested in health, and prioritisation of health by Government of Nigeria (*through civil society advocacy on human capital, community accountability for health; and use of data to inform government prioritisation of health*)
- ii. Outcome 2: Improving effectiveness and efficiency of public and private basic health services (*through health system strengthening, and working with the private sector to improve delivery of affordable health services for the poorest populations*)
- iii. Outcome 3: Reducing total fertility rate (*through addressing social norms, demographic impact analysis, and support to family planning demand creation and delivery of services*).

Outputs:

- i. Output 1 “Advocacy & Accountability”: Increased demand for affordable basic health services through community accountability, and increased prioritisation of human capital (health, education, nutrition, WASH) through civil society advocacy (~12-18% of overall budget)
- ii. Output 2 “Data for delivery / health prioritisation”: Improved basic health services approach, awareness and prioritisation by senior leadership in Government of Nigeria, using data in line with a “delivery-type” approach (~7-13% of overall budget) iii. Output 3 “Technical Assistance to maximise Government of Nigeria resources and efficiency”: Improved efficiency of existing resources for delivery of health services (~17-23% of overall budget)
- iv. Output 4 “Private sector”: Improved effectiveness of private sector in delivering affordable basic health services (~17-23% of overall budget)
- v. Output 5 “Demographics and Family Planning”: Family planning demand creation, support to family planning services and addressing social norms/behaviour change. Analyse and communicate the wider impact of demographics. (~22-28% of overall budget)

### c. Geographic focus

The contract will deliver at federal level, as well as with a focus on targeted states (Borno, Jigawa, Kaduna, Kano and Yobe), where appropriate, in line with needs and access (particularly access to the crisis affected areas of Borno and Yobe). It is also very important that activities are tailored for each specific state, and that a “one size fits all” approach is not taken. Some activities will be delivered in all targeted states, and other activities only be delivered in specific states. DFID reserves the right to change geographic focus within the lifetime of the programme as it is possible that the context will change in the targeted states over the programme lifetime. This flexible and adaptive approach also includes how much the Lafiya contract is able to deliver in Borno and Yobe, which will be decided during the inception phase in consultation with DFID, and will align with the work of DFID Nigeria’s health and nutrition accountable grant.

### d. Proportional focus on states

The majority of the funding allocation by state, and between federal and state levels, will be determined by programmatic need. However, an “Incentive Fund” (no less than 10% of the overall budget) will be allocated by the supplier (in close consultation with DFID) on a proportional basis by state, based on state release of funding for health. The activities within this “Incentive Fund” should largely include output 3 activities (technical assistance to maximise Government of Nigeria resources and efficiency). Whilst 100% of the “Incentive Fund” will be allocated to the targeted states, the proportion allocated to each state will be determined by the proportion of State Government investment in health (as measured by budget releases). Practically this means that DFID will invest in health systems strengthening, proportionally in line with the State Government’s investment in health.

## 4. Budget and Timeframe

The contract will run for an initial term of **up to 7 years** from approximately October 2019 to finish by October 2026. There will be an independent mid-term review of the programme in 2022/23; DFID Director / Minister approval will be required to proceed with the contract beyond the mid-term review.

The maximum programme budget for the initial term is £100m subject to review points set out in detail at paragraph 10.

**Possible contract extensions:** Up to a further 2 years with a maximum financial increase of up to £40m. See paragraph 10 for scale up/extension options

The programme will comprise of 3 phases:

- i. The Inception Phase - 6 months,
- ii. Implementation Phase – up to 66 months,
- iii. Exit and Closure Phase – 12 months

## **5. The Requirement**

### **a. Inception Phase Requirements**

The Supplier shall deliver the following key milestones in the inception phase:

- i. Set up of the programme teams and offices.
- ii. Enable effective handover of the Maternal, New-born and Child Health Programme (MNCH2) activities and assets as required (as laid out in Annex D)
- iii. Prioritise initiation of urgent implementation phase requirements. These include
  - 1) support to roll out of the Basic Health Care Provision Fund in targeted states and
  - 2) support to Federal and/or State Government for priority budgeting/planning/oversight processes that occur during this time period
- iv. Finalised logframe and targets for year 1 of the programme (building on what was submitted as part of the technical proposal), and submit these to DFID for comment / agreement.
- v. Finalised implementation strategy (how the programme will deliver), building on what was submitted as part of the technical proposal)
- vi. Engage and share information with DFID's independent suppliers of independent evaluation, learning and verification services (Development Evaluation Learning and Verification), to enable DELV to conduct an inception period review
- vii. Finalised Scope of Work (what the programme will deliver) for programme lifetime, with a detailed workplan for year 1, and an outline for the rest of the programme lifetime. This should be done for federal level and each targeted state; in consultation with federal, state and local government, as well as other development partners (in targeted states and at federal level); following analysis of the needs (in line with implementation phase requirements) and ensuring the work is complementary to other development partners. This will be submitted to DFID for comment / agreement
- viii. Submission and DFID acceptance of the Inception Report (with 2 weeks for DFID to review and respond to Inception Report).

### **b. Implementation Phase Requirements**

Lafiya will be a demand led, flexible and adaptive programme and therefore the activities that will contribute to the achievement of the programme outputs and outcomes will be identified, agreed and implemented throughout the life of the programme. The Supplier will be directly responsible for the delivery of the individual but intrinsically linked activities commissioned via an activity schedule mechanism (see Operating Model below). Examples of the requirements for activities that will be delivered are set out in the table below.

Output	Level	
	<i>Federal</i>	<i>State</i>
1. Advocacy and Accountability	Support to <b>Civil Society Advocacy</b> , to increase the political profile of human capital (focussed on health, nutrition, WASH and education), and Government of Nigeria's investments in human capital at a national level. This will include clear communication of data for political advocacy. Targeted advocacy will be based on political economy analysis. Note that this advocacy is beyond the health sector, and therefore will need to be done in close collaboration with the implementing partners delivering the DFID funded education (PLANE), nutrition/WASH programmes and other DFID human development programmes.	<p>a) Support to <b>Civil Society Advocacy</b>, to increase the political profile of human capital (focussed on health, nutrition, WASH and education), and Government of Nigeria's investments in human capital at a state level. Note that this advocacy is beyond the health sector, and therefore will need to be done in close collaboration with the implementing partners delivering the DFID funded education (PLANE), nutrition/WASH programmes and other DFID human development programmes. This should be in line with the Government of Nigeria's Human Capital Development vision and may include piloting of the Human Capital Development vision at the state level.</p> <p>b) Support to strengthen <b>Community Accountability</b>, to increase community demand for basic health services, through interventions such as clear communication of health information (services they should expect, financing information, and comparison with other areas).</p>
2. Data for Delivery /Health Prioritisation		Initiate a programme to <b>communicate health data and strengthening government leaders' use of data</b> , in line with a "delivery" approach <sup>10</sup> to improve Government of Nigeria leader's awareness, prioritisation and management of the health sector. This should be delivered in 1 to 2 pilot states, which is currently recommended to include Kaduna. This intervention should be able to be rolled out to other target states and sectors

<sup>10</sup> "Delivery" is an innovative set of approaches, tools, and guidelines used to help governments improve implementation, which focuses on setting clear priorities, collecting frequent and reliable data to measure progress, building capacity and knowledge about how to implement improvements, establishing routines to track progress, and engaging political leaders (champions of change).

		(including informing the PLANE education programme), if the pilot is successful, with lessons shared nationally.
3. Technical Assistance to Maximise GoN Resources and Efficiency	<p>Providing targeted technical support to the Federal Ministry of Health, National Primary Health Care Development Agency (NPHCDA) and National Health Insurance Scheme (NHIS), working in synergy with other donor-funded technical support. This support includes:</p> <p>a) Strengthening <b>leadership and governance</b>, including support to effective join up and coordination between FMOH and its parastatals, and between Federal, State and Local Government. This includes supporting State Government in delivering high priority areas of work, which align with the overall theory of change</p> <p>b) Support to the <b>Basic Health Care Provision Fund</b>, including providing embedded staff<sup>11</sup> into the Basic Health Care Provision Fund team at federal level and preparation, roll-out and delivery of the Basic Health Care Provision Fund, to maximise its impact in delivering effective and efficient health services.</p> <p>c) Strengthening <b>budgeting and planning</b>, including maximising resources allocated to the lower-cost, higher impact areas of health such primary health care and public health in close collaboration with DFID</p> <p>d) Making more <b>efficient use of medicine products</b>, including support for the new national integrated supply chain logistics and information systems, the national pooled procurement system and the new National Procurement and Supply Chain Management Programme</p>	<p>Providing targeted technical support to the State Ministry of Health, Local Government and Parastatals (including State Primary Health Care Development Agency (SPHCDA)), working in very close synergy with other donor-funded state based technical support. This support includes:</p> <p>a) Strengthening of <b>health information systems</b>, as communication of health data (outlined above) will be constrained by inaccuracies in health information (including collection, processing and analysis). This should have a particular focus in areas where the “delivery” approach is being piloted</p> <p>b) Strengthening <b>leadership and governance</b>, including support to effective join up and coordination between State MOH and its parastatals, and between Federal, State and Local Government. This includes supporting State Government in delivering high priority areas of work, which align with the overall theory of change</p> <p>c) Strengthening <b>budgeting and planning</b>, including maximising resources allocated to the lower-cost, higher impact areas of health such primary health care and public health in close collaboration with DFID</p> <p>d) Support to the <b>Basic Health Care Provision Fund</b>, including preparation, roll-out and delivery of the Basic Health Care Provision Fund in targeted states, to maximise its impact in delivering effective and efficient health services</p>

<sup>11</sup> Currently the request from Government of Nigeria is for 1 Technical Director, 1 Performance Management Adviser and 3 Data Analysts. These staff will be supported through HP+ up until June 2020, when Lafiya contract will be expected to provide this support. The staffing request from Government of Nigeria may change during this time.

	<p>The Supplier will be responsive to the changing needs of government for technical support and should determine the specific type of technical assistance and agencies to be supported in consultation with DFID and Government of Nigeria.</p>	<p>e) Enable <b>efficiencies in human resources</b> include technical support to improve state MoH capacity to efficiently manage HR resources (e.g. information systems, recruitment, deployment, retention, in-service training, support, supervision and implementation of the task shifting and task sharing policy), encouraging state governments to maintain existing health training institutions and encouraging more girls from rural areas to access health training institutions.</p> <p>f) Enable more <b>efficient use of medicine products</b> include providing technical support for the state level drug procurement and supply chain management systems; and the integration of state level essential drug supply systems with the integrated supply chain for vertical programmes, as well as encouraging states to develop preventive maintenance systems for medical equipment</p> <p>The Supplier will be responsive to the changing needs of government for technical support and should determine the specific type of technical assistance and agencies to be supported in consultation with DFID and Government of Nigeria. There should use a mixed approach to provision of technical support, with some technical advisors embedded in Government, and some providing advice based within their own organisation</p>
4. Private Sector	<p><b>Technical support to Government of Nigeria</b> (<i>following the guidance on technical support as outlined in 3</i>) <b>for improving regulation of the private sector in delivering basic health services and strengthening networks of private providers.</b> This will include work to support improvements to the regulation of private providers through the strengthening of government, non-governmental and self-regulatory institutions and systems. It will also include important work to establish quality standards</p>	<p><b>a) Technical support to Government of Nigeria</b> (<i>following the guidance on technical support as outlined in 3</i>) <b>for improving regulation of the private sector in delivering basic health services and strengthening networks of private providers.</b> This will include work to support improvements to the regulation of private providers through the strengthening of government, non-governmental and self-regulatory institutions and systems. It will also include important work to establish quality standards</p>

	<p>and systems for quality assessment, accreditation and supervision. Networks of private providers will be supported to establish systems for standard setting and self-regulation (working closely with the World Bank EFO supported work on the private sector, and other donor-funded work in this area)</p>	<p>and systems for quality assessment, accreditation and supervision. Networks of private providers, including patent medicine vendors and other informal providers, will be supported to establish systems for standard setting and selfregulation.</p> <p><b>b) Piloting new mechanisms for delivering low cost private sector health services</b> - The market development approach can improve knowledge and understanding of relevant private health market systems, which will inform piloting of new mechanisms for delivering low cost private sector health services, and exploring opportunities for public private partnerships to expand access to services, particularly in less well served areas (with a particular focus on impact of this in Northern Nigeria). It may also be possible to link private provider networks with access to public sector training, commodities and demand side financing. This intervention should be delivered in identified pilot areas, which do not necessarily need to be in the targeted states.</p>
5. Demographics and Family Planning	<p><b>a) Analyse and communicate the wider impact of demographics</b>, using this for carefully-crafted advocacy targeted at greater national ownership and leadership on demographics (based on political economy analysis), as well as to enable Government to prioritise and plan. This should include understanding the wider impact of Nigeria's population growth (including economy, budgeting/planning, jobs/unemployment, urbanisation, resource availability, urbanisation, sub-national population balance, access to basic services, migration, stability and security) and communicating this more effectively to policy makers, opinion leaders and the general public.</p>	<p>a) Work to increase <b>demand for, utilisation of, and acceptance of family planning</b>, through addressing social norms, (such as early marriage, early pregnancy, secondary education and child-spacing practices) working closely with community, traditional, faith and government leaders. This may or may not include procurement and support for social marketing of family planning commodities. All lessons from this work in targeted states will be shared nationally.</p> <p>b) <b>Strengthen delivery of family planning services</b>, where this is required in the targeted states. This could include scaling up new public and private channels of service delivery (including</p>



	<p>b) <b>Work to increase demand for, utilisation of, and acceptance of family planning, through addressing social norms</b>, working closely with community, traditional, faith and government leaders, and other development partners</p>	<p>through pharmacies, patent medicine vendors, community health workers or community outreach), scaling up new family planning innovations (such as DMPA-SC) as part of a package of contraceptive options, through public, private and community based channels, training of health workers (including task shifting) to deliver family planning services, and integrating voluntary family planning into the continuum of care for obstetric care and child health services. All lessons from this work in targeted states should be shared nationally. Delivering of family planning services should ideally use family planning commodities as procured by UNFPA, but the supplier may be required to procure additional family planning equipment and commodities.</p> <p><b>c) Analyse and communicate the wider impact of demographics</b> (including economy, budgeting/planning, jobs/unemployment, urbanisation, resource availability, urbanisation, sub-national population balance, access to basic services, migration, stability and security), using this to enable State Government to prioritise and plan, as well to enable as greater state ownership and leadership on demographics (based on political economy analysis). This is should be in line with and inform the national level work on demographics (outlined left).</p>
Management Services	<p>Day to day management of the programme including intervention development and implementation, financial and fiduciary risk management, management of downstream partners including related due diligence, risk management, internal monitoring, logistics and administrative duties.</p>	

### **c. Exit and Closure Phase Requirements**

An Exit plan, including sustainable transition of all funded activities, and a strategy for the disposal of assets, will be developed by the Supplier and agreed with DFID prior to the final 12 months of the contract. The agreed plan will be implemented in the final 12 months of the programme (with transition of activities likely implemented before then). The Transition / Exit Plan will cover sustainability, exit or handover strategies for each intervention, including for multiple linked interventions that will require a consolidated or coordinated exit. The supplier will effectively manage the disposal of the assets as per the agreed disposal plan to be completed before the closure date.

The implementation of the Exit plan will be reviewed monthly with DFID's SRO during the last 12 months.

## **6. Team Structure**

The Supplier is required to provide appropriate personnel to deliver the services within the following team structure: Core Team; State and Federal Teams and a Wider Team

### **a. Core Team**

The core team will include the following key roles:

- Programme Director
- Finance Lead
- Operational Lead

And will be responsible for the operational management of the Lafiya programme including management of the budget; financial and fiduciary risk management; contracting and management of downstream partners; ongoing monitoring, lesson learning and dissemination; procurement, logistical and administrative duties.

The core team will be based in Nigeria (preferably Abuja or alternatively the state capital of a targeted state). The core team will be the key point of contact for DFID on contract management matters.

### **b. Federal/State Teams**

The Supplier's federal and state teams will work with the Nigerian federal, state and local governments, as well as DFID and other development partners (where appropriate) to identify activities that contribute to the delivery of the programme outcomes/outputs at the federal and state levels. The federal and state teams will play the leading role in the implementation of the activities within the wider team.

The Supplier's federal and state teams will be based in their respective state (with the exception of Borno where the team could be co-located or combined with the Yobe team) and must include a state/federal lead who will be the key point of contact for DFID for specific federal or state issues.

The Supplier will provide a mixed approach to the delivery of technical assistance to Government of Nigeria (at both federal and state levels), with some technical advisors embedded in Government, and some providing advice based outside Government.

Embedded advisers should be linked to the respective federal or state team, with the majority of their time dedicated to supporting Government of Nigeria.

### **c. Wider Team**

The Supplier will establish a wider team which will provide a pool of additional resources to meet the demands of the Lafiya contract activities as described under 'Implementation Requirements'. This will include a range of experts and staff to support delivery of outcomes/outputs as set out under Implementation Requirements.

Depending on the duration and nature of the activities, members of the wider team may be based in Nigeria or overseas and assigned on a long or short-term basis, to support delivery of outcomes/outputs.

### **d. Cross-Cutting Teams**

The Supplier shall be required to provide evidence-based, strategic, technical oversight, advice and expertise to the state and federal teams delivering the programme outputs. The Supplier shall ensure that that it provides technical oversight that covers the following areas:

- i. Civil Society Advocacy
- ii. Community Accountability
- iii. Delivery-Type Approach
- iv. Health Systems
- v. Leadership and Governance
- vi. Health Financing
- vii. Efficiencies in Medicines
- viii. Efficiencies in Human Resources for Health
- ix. Private Sector for Health
- x. Family Planning
- xi. Demographics

The technical oversight staff may be based within the supplier's core team, federal/state teams, the wider team, or a separate technical team.

The Supplier will identify a Senior Leadership Team which will include their Programme Director, Finance Lead, Operational Lead, Technical Lead, and Federal / State Team Leaders.

The skills required to deliver outputs in each area is shown in the following table:

Output	Expertise required at	
	Federal level	State level

<b>1. “Advocacy &amp; Accountability”:</b> Increased demand for affordable basic health services through community accountability, and increased prioritisation of human capital (health, education, nutrition,	<i>(Limited to civil society advocacy at federal level)</i> a) communication skills b) advocacy skills (including niche expertise in civil society advocacy in Nigeria) c) political economy skills	a) communication skills b) community accountability skills c) advocacy skills (including niche expertise in community accountability and civil society advocacy in Nigeria) d) political economy skills
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WASH) through civil society advocacy		
<b>2. “Data for delivery / health prioritisation”:</b> Improved basic health services approach, awareness and prioritisation by senior leadership in Government of Nigeria, using data in line with a “delivery-type” approach	a) ability / technology to summarise and communicate complex data (in line with a ‘delivery-type’ approach if found feasible at federal level)	a) ability / technology to summarise and communicate complex data (in line with a ‘delivery-type’ approach) b) health information systems (linked with output 3)
<b>3. Technical Assistance to maximise Government of Nigeria resources and efficiency”:</b> Improved efficiency of existing resources for delivery of health services	a) effective government health leadership b) governance c) political economy analysis d) health financing e) budget & planning f) experts who can build the capacity of the Federal Ministry of Health and parastatals, with embedded effective technical assistance in FMOH and NPHCDA, g) enabling efficiencies in use of medicine products	a) effective government health leadership; b) governance; c) political economy analysis; d) health financing; e) budget & planning; f) health information systems (linked with output 2) g) experts who can build the capacity of the State Ministry of Health and parastatals, with embedded effective technical assistance in each state MoH h) enabling efficiencies in human resources i) enabling efficiencies in medicine products;

<p><b>4. “Private sector”:</b> Improved effectiveness of private sector in delivering affordable basic health services</p>	<p>a) regulation of private sector in health b) establishing / strengthening networks of private providers</p>	<p>a) regulation of private sector in health b) ability to provide innovative approaches for the private sector, to be piloted and scaled up.</p>
<p><b>5. “Demographics and Family Planning”:</b> Family planning demand creation and support to family planning services. Analyse and communicate the wider impact of demographics.</p>	<p>a) understanding, expertise in, and ability to communicate with and influence social / traditional / religious leaders b) scientific expertise in broader aspects of demographics and</p>	<p>a) understanding, expertise in, and ability to communicate with and influence social / traditional / religious family planning norms (particularly important to have niche expertise and understanding of the Nigeria context)</p>
	<p>ability to clearly communicate this</p>	<p>b) scientific expertise in broader aspects of demographics and ability to clearly communicate this c) expertise in supporting the delivery of family planning services in challenging contexts d) social marketing of family planning.</p>

## **7. Contract Model** (See diagram at Annex B)

### **7.1 Activity Based Mechanism**

The Supplier will be responsible for identifying and implementing the activities that will deliver the Lafiya contract outputs and outcomes through an activity-based mechanism.

Activities which will facilitate the delivery of the 5 outputs in order to achieve the programme outcomes will be identified at federal and state level by the Supplier's federal / state teams in collaboration with DFID and Government of Nigeria.

The specification for the Activities will be developed by the Supplier's federal / state teams, in collaboration with the Supplier's core team and technical oversight staff, and submitted for approval to DFID via a Concept Note (Template at Annex A). This can be submitted every quarter at the time of a quarterly / annual report, or at other times on an exceptional basis (with approval from DFID).

DFID will review the Concept Note and will provide feedback or recommend changes. On approval of the Concept Note by the DFID SRO, the Supplier's core team will define the budget and resourcing requirements for the Activity and complete the "Activity Schedule" (see template at Annex C). The Activity Schedule will be authorised by the DFID SRO within 2 weeks of being submitted by the Supplier. No activity can start without a formal DFID approval.

The Activity Schedule will set out:

- i. Details of the work to be carried out by the Supplier and the outputs / outcomes to be achieved by the activity, and explanation for how the activity fits into the theory of change.
- ii. Details of the experts to be deployed by the Supplier (in line with the expert bands information in the commercial proposal)
- iii. Level of input for each expert
- iv. Expenses related to the delivery of the activity
- v. An appropriate payment by results mechanism
- vi. The amount of NPAC and Profit being reclaimed through the activity (i.e. from core/state/federal team members)
- vii.

Approval by DFID

The Supplier's federal / state teams and other staff will implement the activity as set out in the terms of the Activity Schedule.

The Supplier must take into account the identified needs, what activities other development partners are delivering, the global evidence base, the findings from the ongoing monitoring and lesson learning carried out by the Supplier's core team, and the learning coming from the independent monitoring, evaluation and learning contract.

There is no pre-defined ceiling to the value of each Activity, however each Activity will be expected to demonstrate value for money and will require approval from DFID before work can begin. Any changes to the Activity Schedule must be formally

recorded and approved by the DFID SRO. No change of activity can start without a formal DFID approval

**For the avoidance of doubt the overall contract value includes the costs of the Activities,**

## **7.2 Variation of Permitted Funding Allocation**

7.2.1 Lafiya is intended to be flexible, adaptive, and demand driven. If agreed with the SRO following review by the advisory group, funding allocations may be reassigned. The effectiveness of the funding allocation will be reviewed on an annual basis, to coincide with the Annual Review, and changes may be agreed where there is a justifiable need to adapt. As such, the Payment by Results (PbR), Key Performance Indicators (KPIs) and Activity Based Mechanisms will be reviewed on an annual basis.

7.2.2 Subject to DFID's prior approval in writing, which shall not be unreasonably withheld, the Supplier may vary the Funding Allocation (e.g. the percentage of the funding available under the contract to be allocated to each state and/or component) by amending the then current Activity Schedules set out in Annex C and any of the following circumstances:

- (i) A Force Majeure has occurred;
- (ii) there is a Political Economy Reason to vary the funding allocation (as defined in section 8.4 above)

7.2.3 DFID may vary the Funding Allocation in any of the circumstances in which the Supplier may vary the Funding Allocation or if DFID has evidence of a lack of need for transaction facilitation or strong, appropriate pressure and evidence from government or businesses for effective spend on Technical Assistance.

7.2.4 Dfid shall give the Supplier no less than 3 months' notice of any change to the Funding Allocation unless:

- (i) a Force Majeure Event has occurred; or
- (ii) the parties agree to a shorter notice period, and 4-week notice is given.

## 8. Reporting Requirements

Supplier is required to deliver the reports:

### Inception Report

- a. Page limit: Maximum of 50 A4 pages (both sides) minimum font size 11
- b. Submission: By email to the DFID SRO at least submitted 2 weeks before the Inception Phase ends
  - i. Content:
    1. Summary of progress and achievements against Inception Phase Key Milestones including: Set up of the programme teams; effective handover of MNCH2 activities and assets as required; Initiation of some of the implementation phase requirements, particularly priority activities (such as support to roll out of the Basic Health Care Provision Fund in targeted states).
    2. Finalised and agreed logframe with targets
    3. Finalised and agreed implementation strategy (how the programme will deliver)
    4. Finalised and agreed of the Scope of Work (what the programme will deliver) for programme lifetime,
- c. Value for Money action plan
- d. Provide an indicative budget for the life of the programme together with a detailed annual budget for the first year of operation.
- e. Initial risk matrix with mitigation measures

### Quarterly reports:

- a. Page limit: Technical Report maximum of 25 A4 pages (both sides) minimum font size 11. Financial Report maximum of 6 A4 pages (both sides) minimum font size 11.
- b. Submission: by email to the DFID SRO on or before the 17<sup>th</sup> day of the 4<sup>th</sup> month of the contract and then every 3<sup>rd</sup> month thereafter.

Content including:

- c. Technical report
  - i. Narrative on interventions activities in the past quarter including a summary of progress of each activity towards overall contract outputs / outcomes and a couple of individual case stories
  - ii. Summary of work against each activity schedule
  - iii. Progress against annual review / audit / scorecard / other recommendations
  - iv. 5-page tabulated summary (included within the 25 pages) showing progress against work-plan targets / logframe outputs / outcomes, payments by results (PBR) approach and KPIs, in total and for each state / federal level and dealing with ad hoc enquiries relating to the project.
  - v. Summary of planned work and key priorities for next quarter, including any activity schedules / concept notes in the pipeline
  - vi. Update of risk matrix including downstream partners with mitigation measures
  - vii. Any feedback or recommendations for DFID
- d. Submission of activity schedules / concept notes if required as set out in paragraph 8.



- e. Financial / value for money report
  - i. Reconciliation of the previous quarter's expenditure
  - ii. Value for money report on the previous quarter, broken down by the 4 Es (economy, effectiveness, efficiency and equity), including bench-marks, cost comparisons, cost savings, and examples of value for money
  - iii. Leverage of additional resources for basic health services from Government of Nigeria or others
  - iv. Highlight any variances from forecast for the previous quarter, and explanations for these variances
  - v. Breakdown of spend by state and output
  - vi. Update of the forecast figure for the remaining quarters of the financial year, broken down by activity. No later than the 15th of proceeding month for the quarter.
  - vii. Quarterly invoices not later than the 15th of the month following each quarter, for review and approval prior to it being sent for payment processing with DFID Accounts Payable

Annual reports:

- a. Page limit: Technical report maximum of 30 A4 pages (both sides) minimum font size 11. Financial report maximum of 6 A4 pages (both sides) minimum font size 11.
- b. Submission: By email to the DFID SRO at least one month before contract anniversary

Content including:

- c. Technical report
  - i. Narrative on interventions activities in the past year, based around the format of DFID's annual review template. This should include a summary of progress of each activity towards overall contract outputs / outcomes and theory of change.
  - ii. Updates from any monitoring, evaluation and learning, and how the programme is being adapted to take account of any findings
  - iii. Summary of work against each activity schedule
  - iv. Progress against annual review / audit / scorecard / other recommendations
  - v. 5-page tabulated summary (included within the 30 pages) showing progress against work-plan targets / logframe outputs / outcomes, payments by results (PBR) approach and KPIs, in total and for each state / federal level. This should include an updated logframe with results achieved, and quantitative and qualitative report of progress against logframe indicators
  - vi. Summary of key risks and how these are mitigated
  - vii. Summary of strategic priorities, work-plan and programme priorities for next year, including possible activity schedules / concept notes
  - viii. An updated risk matrix including downstream partners with mitigation measures
  - ix. Any feedback or recommendations for DFID
  - x. To be responsive to any other reports required from time to time by DFID.
- d. Financial / value for money report (6 pages)
  - i. Reconciliation of the previous year's expenditure

- ii. Value for money report on the previous year, broken down by the 4 Es (economy, effectiveness, efficiency and equity), including cost savings, and examples of value for money
- iii. Leverage of additional resources for basic health services from Government of Nigeria or others for the year
- iv. Highlight costs against benchmarks for the year, and trends with time
- v. Highlight any variances from forecast budget for the year, and explanations for these variances
- vi. Breakdown of spend by state and output for the year
- vii. A detailed forecast spend for the next year broken down by activity
- viii. A copy of Palladium International Limited (UK) annual audited statement.

#### Asset Register

- a. To maintain an accurate and up to date asset register and report promptly any case of missing or damaged programme assets.
- b. To provide an annually updated asset register of all programme assets including missing or damaged programme assets.
- c. To provide an asset disposal plan to be agreed with DFID prior to the final 12 months of the programme.
- d. The supplier will effectively manage the disposal of the assets as per the agreed disposal plan to be completed before the closure date.

#### Project Closure Report

- a. Page Limit: Maximum of 25 A4 pages (both sides) minimum font size 10.
- b. Submission: By email to the DFID SRO within 1 month of project closure
- c. Content: The report should include a summary of achievements and progress against impact, outcomes and outputs. This should include:
  - i. Summary of programme expenditure
  - ii. Summary of programme achievements, and a review of the overall impact of the programme
  - iii. Summary of what worked well and lessons learned.
- d. More detail on the project closure report will be provided nearer the time

### **9. Key Performance Indicators**

A payment by results model will be used for effective implementation of the Lafiya contract. Key Performance Indicators (KPIs) will link delivery of targets to an agreed payment schedule. See table 1 below.



Table 1

	KPIs		Weighting	Assessment	Assessment base	Frequency
	Outcome	Outcome based KPIs				
1	A: Increased resources identified to enable improved coverage and access to basic services	<p>PBR 1) Increased expenditure on health by general government and compulsory schemes, split by:</p> <p>Federal</p> <p>i) Proportion of federal health expenditure (releases) increases to 8%. <i>This includes the releases to the Basic Health Care Provision Fund.</i> ii) Increasing percentage (&gt;1%) of consolidated revenue fund released to support the Basic Health Care Provision Fund <i>(or the equivalent mechanism if there are changes to the Basic Health Care Provision Fund during the programme lifetime)</i> iii) Federal Government increases annual budget for family planning commodities to £8million</p> <p>State iv) Proportion of state health expenditure (releases) is 15% of the total state government spend. <i>This includes the releases to the Basic Health Care Provision Fund.</i></p>	<p>35%</p> <p>Split by:</p> <p>i) 5%</p> <p>ii) 5%</p> <p>iii) 5%</p> <p>iv) 20%</p>	%age of achievement to the logframexx	Assessed by independent DELV contract, based on Government of Nigeria budget expenditure data	At programme mid-point and end-point
2	B: Improved effectiveness and efficiency of basic health services	PBR 2) Improvement in Universal Health Coverage service coverage index (adapted for monitoring this programme at state level) by 15% in targeted states	35%	%age of achievement to the logframexx	Calculated by independent DELV contract, using UHC service coverage index formula <sup>12</sup> adapted for monitoring this programme at state level, using state based indicators from national health survey data	At programme mid-point and end-point
3	C: Reduced total fertility rate	PBR 3) Modern contraceptive prevalence has more than a 7% point increase overall (weighted average) in targeted states	30%	%age of achievement to the logframe	Assessed by independent DELV contract, based on state based indicators from national health survey data	At programme mid-point and end-point
	Outputs (logframe)					
4	Outputs as agreed in logframe	Percentage achievement of logframe's output milestones	100%	Total %age weighting of output milestones judged to be met at annual review	Total weighting of the logframe's output milestones judged to be met at annual review	Annual

<sup>12</sup> Tracking Universal Health Coverage: 2017 Global Monitoring Report, WHO & The World Bank

	Contract management KPIs					
5	Quality and Delivery	All inception period recommendations, annual review recommendations, and evaluation recommendations, that are directed to supplier adequately addressed by respective deadline	N/A	Pass/Fail Resubmitted once, if failed again, relevant milestone is not paid	Judged at annual review Milestone related amount	Annual
6	Financial Management	DFID requires quarterly financial forecasting, with a permitted variance of a maximum of 5% of the quarterly financial amount reported at the start of the quarter; and within +/- 3% of the annual (both ODA target <sup>4</sup> and financial year <sup>5</sup> ) financial amount reported <i>with exceptions if DFID specifically requests the programme to increase or decrease spend outside this variance</i>	N/A	Pass/Fail Resubmitted once, if failed again, relevant milestone is not paid	Financial Forecast vs actual spend Milestone related amount	Quarterly

<sup>4</sup> April to December

<sup>5</sup> April to March



## 10. Payment By Results

A payment by results approach will be used to ensure the effective delivery of the Lafiya contract. The KPIs set out above will be used to link delivery of outputs and outcomes to the agreed payment scheduled. Full details of the Payment by Results approach can be found in Section 5 of the contract.

## 11. Oversight Requirements

- a. Governance
  - i. Formal responsibility for programme direction and results will lie with the supplier, under oversight and approval supervision of the SRO and assigned DFID programme team.
  - ii. The Senior Leadership Team will meet with the DFID programme team on a quarterly basis as a Programme Management Board. The objective of the board is to oversee and ensure the effectiveness of operations; discuss achievements, challenges and risks; address any issues.
- b. DFID Co-ordination
  - i. The main contact for the programme will be the SRO, and the DFID Nigeria Programme team based in the British High Commission in Abuja. The state teams will also liaise with the respective DFID Regional Coordinator for state specific issues, but with the SRO retaining overall oversight.
  - ii. The main contact for the contract or commercial issues will be the Commercial Delivery Manager based in Abuja or the PCD contract officer based in the UK.

## 12. Contract Management

- a. **Contractual review points** - There will be will formal reviews of the contract at the following points.
  - i. At the end of the Inception Phase (6 months)
  - ii. At the mid-point of the Initial Term of the contract (2022/23)

Continuation of the contract beyond the review points will be dependent on supplier performance, the impact of the programme and continuing need.

- b. **Scale Up/Extensions** - DFID may scale up or extend the programme's budget and time in any of the following circumstances:
  - i. Where the programme has been demonstrated to have a strong impact, and has the potential to yield better results:
  - ii. If the programme is extended to additional regions / states
  - iii. If the scope of work is expanded

The Mid-Term Review point will be used as an opportunity to consider extending the length and value of the contract to extend the geographic focus or increase the scale of the programme.

### c. Scale Down

- i. DFID reserves the right to scale down or discontinue this programme at any point in line with the Terms and Conditions. Scaling down is at DFID's discretion, and may occur for a number of reasons, including but not limited

- to a change in the security and/or political circumstances of the country; Political Economy Reasons; or shortage of funds.
- ii. DFID may vary or scale down the contract for Political Economy Reasons. A Political Economy Reason is a change in the situation of the security, government stability, corruption, or delays in key, necessary government engagement in the specific areas in question which are such that they affect the effective delivery in the specific areas (rather than generally) in a way and it is not possible to make a reasonable adjustment to the programme in an appropriate timeframe.

### **13. Background and Context**

Nigeria has some of the greatest burden of health challenges globally. It has the second highest total maternal mortality (10% of global burden), second highest total child mortality (12% of global burden) and some of the highest burdens of malaria, HIV, TB, neglected tropical diseases (NTDs) globally. The Government of Nigeria currently spends proportionately less on health than nearly every country in the world – in 2016 the health spend was 0.6% of GDP and 4.2% of total government expenditure. This has the potential to get worse, with Nigeria facing a demographic crisis – Nigeria has an estimated population of 192 million, a fertility rate of 5.5, a modern contraceptive prevalence rate of 10%, and is projected to overtake the US as the world's third most populous country in 2050 with over 400 million people. DFID's new portfolio (UK Support for Health In Nigeria) will be DFID Nigeria's flagship health portfolio, which plans to invest £235 million over eight years in order to save lives, reduce suffering and improving economic prospects for the poorest and most vulnerable in Nigeria. The Lafiya portfolio will focus on DFID's priority states in the North of Nigeria (Borno, Jigawa, Kaduna, Kano and Yobe), and will work at federal level where there is potential for greatest impact. This portfolio of investments includes:

- i. Lafiya contract with one lead supplier or lead member of a consortia supplier (as outlined in this terms of reference)
- ii. Accountable grant with NGO(s) to deliver support to essential health and nutrition services in crisis affected areas of Borno and Yobe initially, but with flex to respond to needs arising in any of the targeted states (separate to this Terms of Reference)
- iii. MOU with UNFPA to procure of family planning commodities, and strengthen the supply chain to deliver these where they are required (separate to this Terms of Reference)
- iv. MOU with World Bank to support the Basic Health Care Provision Fund, and EFO agreements to enable technical support on demographics and health financing/private sector.
- v. Draw on DFID's Global Evaluation Framework Agreement (GEFA) to enable a supplier to deliver on third-party-monitoring, evaluation and learning to support all other components as required.

It is estimated that this portfolio of programmes will avert 4,250 maternal deaths and 50,741 under-five deaths, at a cost of £128 per disability-adjusted-life-year averted.

### **14. Coordination and Collaboration**

The successful delivery of the Lafiya contract will require collaboration and coordination, across the outputs within the Lafiya contract, between the delivery



mechanisms within the Lafiya portfolio, with other DFID funded programmes outside the portfolio, with interventions supported by other development partners and with the Government of Nigeria. This TOR, the Accountable Grant, and MOUs issued to partners, include provisions aimed at encouraging synergies and greater value for money through mutually consistent, coordinated and collaborative approaches to implementation. The full outline of how this contract should work with other programmes is in Annex D.

As outlined under the Governance arrangements above, it will be important for the Lafiya contract to ensure linkages with other parts of the Lafiya portfolio. The following are particularly of note:

- i. All areas of the programme will need to work closely with the third-party-monitoring, evaluation and learning and verification supplier (DELV)
- ii. Support to the Basic Health Care Provision Fund in targeted states (if delivered through the contract) should draw from, and work very closely with the World Bank
- iii. Work on the private sector and demographics should draw on work done by the World Bank through EFOs on these areas
- iv. Work on increasing demand for, utilisation, of, and acceptance of family planning, should engage closely with UNFPA, particularly the supply of UNFPA family planning commodities.
- v. Any work in Borno and crisis affected parts of Yobe should work in closely coordination and collaboration with the lead partner for the accountable grant

It will be important for the Lafiya contract to ensure linkages with other programmes funded by DFID, including humanitarian, governance, economic, social development, financial, statistical and state focal points.

- i. Technical support on leadership and governance, and budget and planning; civil society advocacy; and the “delivery-type” approach; should draw from, and work very closely with PERL (and any successor to PERL)
- ii. Technical support on efficiency use of medicine products should engage with SUNMAP2 (on malaria commodities) and UNFPA (on family planning commodities).
- iii. Support to Civil Society Advocacy, to increase the political profile of human capital (particularly health, nutrition, WASH and education) should draw from, and engage closely with PLANE (for education) and the lead supplier(s) for nutrition/WASH programmes.
- iv. Technical support on the private sector should work closely with the Links programme
- v. Work on family planning should coordinate and collaborate very closely with the WISH programme. The Women’s Integrated Sexual Health (WISH, known in Nigeria as Women’s Integrated Services for Health) programme is a centrally-managed UKaid funded multi-country programme to increase the use of family planning methods to reduce maternal deaths and prevent the use and access to unsafe abortion, including for marginalised and young women. The programme started in 2018, will end in December 2021, and is implemented by Marie Stopes International. In Nigeria, the programme will work in 20 States and the FCT, including Kano, Jigawa, Yobe, Borno and Kaduna (social marketing only in Kaduna). Detail of the WISH programme is shown in Annex D:
- vi. The work on demographics should draw information from the GRID3 programme, a centrally managed programme, using its analysis of geospatial data for populations

It will be important for the Lafiya contract to ensure linkages with programmes and interventions delivered by other development partners, including:

- i. The targeted technical support to the State Ministries of Health, Local Government and Parastatals, should coordinate closely with Bill and Melinda Gates Foundation and their suppliers, particularly in states where Bill and Melinda Gates Foundation is delivering PHC programmes. This work should be coordinated through regular communication, and using the Government led Annual Operating Plan (AOP) process as a basis for identifying complementary areas of the work plan. DFID has signed an MOU on Primary Health Care with Bill and Melinda Gates Foundation in Kaduna State.
- ii. Technical support to the Federal Ministry of Health and Parastatals, should coordinate closely with technical support provided by other development partners to ensure complementarity and avoid overlap. This includes technical support provided by Bill and Melinda Gates Foundation, USAID and others.

## **15. Oversight groups for DFID's overall Health Portfolio in Nigeria**

These oversight groups are for the full DFID Nigeria health portfolio (including DFID's other health programmes). These are separate from the Programme Management Board, in which DFID Nigeria meets the Senior Leadership Team for the contract on a quarterly basis.

**Oversight Committee for DFID's Health Portfolio** – The oversight committee, chaired by the Minister of Health, is made up of Federal Ministry of Health, NPHCDA, State Health Commissioners for target states, DFID, World Bank, UNFPA and the lead suppliers for the Lafiya contract, SUNMAP2 and monitoring-evaluation-learning contract, as well as the Lafiya accountable grant lead. The objective of the oversight committee is to enable accountability of the portfolio to the Government of Nigeria. The Oversight Committee should meet annually.

**Health Portfolio Oversight Group** – The Health Portfolio Oversight Group, chaired by DFID, is made up of the programme leads for each of the individual organisations involved in DFID's health portfolio, key leads / sub-partners responsible for delivery of specific key outputs (particularly if an output on the agenda), and representatives of programmes (such as PERL and SUNMAP2) whose contribution is critical to achieving key health outcomes. The objective of the Group is to enable strategic oversight of DFID Nigeria's health portfolio, ensure synergy between the components of the portfolio, to avoid duplication and address any arising issues. It monitors and reports on overall quality control and strategic input. The Health Portfolio Oversight Group should meet at least annually.

**The State health coordination meetings / telephone calls** are held for each individual state, and are made up of each of the DFID State focal point together with the state leads for the individual organisations operating in that state for the programme, including PERL (and other relevant DFID funded programmes). Where there are other key development actors (such as Bill and Melinda Gates Foundation) then the meeting should be broadened to include these actors as appropriate. The objective of this meeting is to discuss any state specific issues to enable synergies at the state level, to feed into the Ministry of Health's Annual Operating Plans at the State level. It is important that there are also regular meetings ongoing with Health Commissioners and Directors in State Ministry of Health and Local Government

Authorities at the State level, and that the programme plays an active role in the State Annual Operating Plan development.

## **16. Independent Third-party Evaluation, Learning and Verification**

The Lafiya contract itself will monitor its own success closely at output and outcome level, using specific and measurable indicators against demonstrable, realistic and timebound milestones. A detailed logframe, setting out indicators and targets at output, outcome and impact level will form the foundation of programme monitoring. The logframe should include measures of cost efficiency and cost effectiveness. The log frame should be supplemented by a monitoring handbook or manual which justifies the log frame design, elaborates on the data collection sources and methods, and outlines the risks to data quality and how these will be mitigated. The Lafiya contract needs to be able to demonstrate results with convincing evidence, and to ensure that systems and processes to do this are developed from the outset. Data to measure results may come from a variety of sources, including programme specific data collection and programme surveys, national data systems (e.g. HMIS, facility records) and surveys at State or national level (e.g. Multiple Indicator Cluster Survey, National Immunisation Coverage Survey, Demographic Health Survey, Health and Demographic Surveillance System, Standardised Monitoring and Assessment of Relief Transitions). The supplier will develop and implement monitoring systems with the purpose of tracking progress towards the achievement of outputs and outcomes (reflecting DFID's data disaggregation action plan, disaggregating data by sex, age, and disability).

In addition, an independent (third party) supplier of evaluation, learning and verification services (DELV) will be contracted by DFID to achieve three major purposes:

- i. Provide independent (third party) assurance to DFID of the accuracy of the monitoring data received and the quality of programme implementation.
- ii. Deliver a range of formative evaluation products for learning purposes that will help to maximise the chance of the contract achieving programme outcomes (likely to include quantitative and qualitative methods).
- iii. Deliver an independent evaluation for accountability purposes. The independent evaluation will include a review of the inception period and a midterm evaluation.

DELV will conduct an inception period review to assess the success of the transition from MNCH2, achievements of the programme to date, the robustness of monitoring processes established to measure programme targets, and the robustness of processes established to evaluate innovative programme interventions. The review will identify areas for improvement and any significant risks to programme success, so that course corrections can be made at an early stage.

DELV will finalise the mid-term evaluation in 2022/23 to form the core evidence base for the decision to continue the programme beyond the break clause. This will assess continued relevance of the programme outputs / outcomes (taking account of changes in political economy at State and Federal level between the Business case stage and implementation, not least as results of the Nigerian elections), an assessment of whether outputs are being efficiently delivered and whether or not there is any evidence that the outputs are effectively contributing the intermediate outcomes will also be required.

The Supplier will therefore have a range of responsibilities with respect to the independent DELV supplier, as follows:

- i. With respect to the **independent verification**, first the Supplier would first be expected to make available to DELV for review documentation concerning the design and implementation of the monitoring systems. Second the Supplier would need to make available detailed results datasets (for example at the level of health facilities or local communities) in order to form the sampling frame for independent verification.
- ii. With respect to the evaluative work for learning purposes the Supplier is expecting to collaborate with DFID and with the DELV to identify key questions of change pathways where independent **formative evaluation** might increase the effectiveness of the programme.
- iii. With respect to the **summative evaluation** the Supplier will be expected to corporate with the DELV to facilitate access to materials and key informants (including the Supplier's own personnel) and to participate in such evaluation steering group or committee as may be established.

DFID will conduct **annual reviews** of the programme to examine progress against outputs and outcomes, and value for money. At the mid-point of the programme, the annual review will assess in greater depth the likelihood that programme activities, outputs and outcomes will achieve the desired impact and the value for money of the programme and its components.

At the end of the programme a **Project Completion Review (PCR)** will be undertaken, to assess the extent to which the project successfully attained outcome and impact goals and to identify lessons learned.

DFID will also undertake additional programmatic or financial reviews, audits, evaluations or strategic initiatives related to the programme, when the need arises. Independent financial audits of the programme to give full and satisfactory audit discharge to the project expenditure, will be conducted after the first 18 months of operation, and annually thereafter.

## **Annexes**

## **Annex A**

### **Concept Note Template**

The supplier must submit all Concept Notes for approval prior to completion of the activity schedule. Failure to do so may delay DFID's acceptance of any subsequent Activity Schedule. This form should be used as a checklist for assessing the relevance of potential Activities before the Activity Schedule is submitted.

Date:

Activity Name:

Durations

Relevant Output:

State/Federal (Name State if applicable):

Brief Description of Activity:

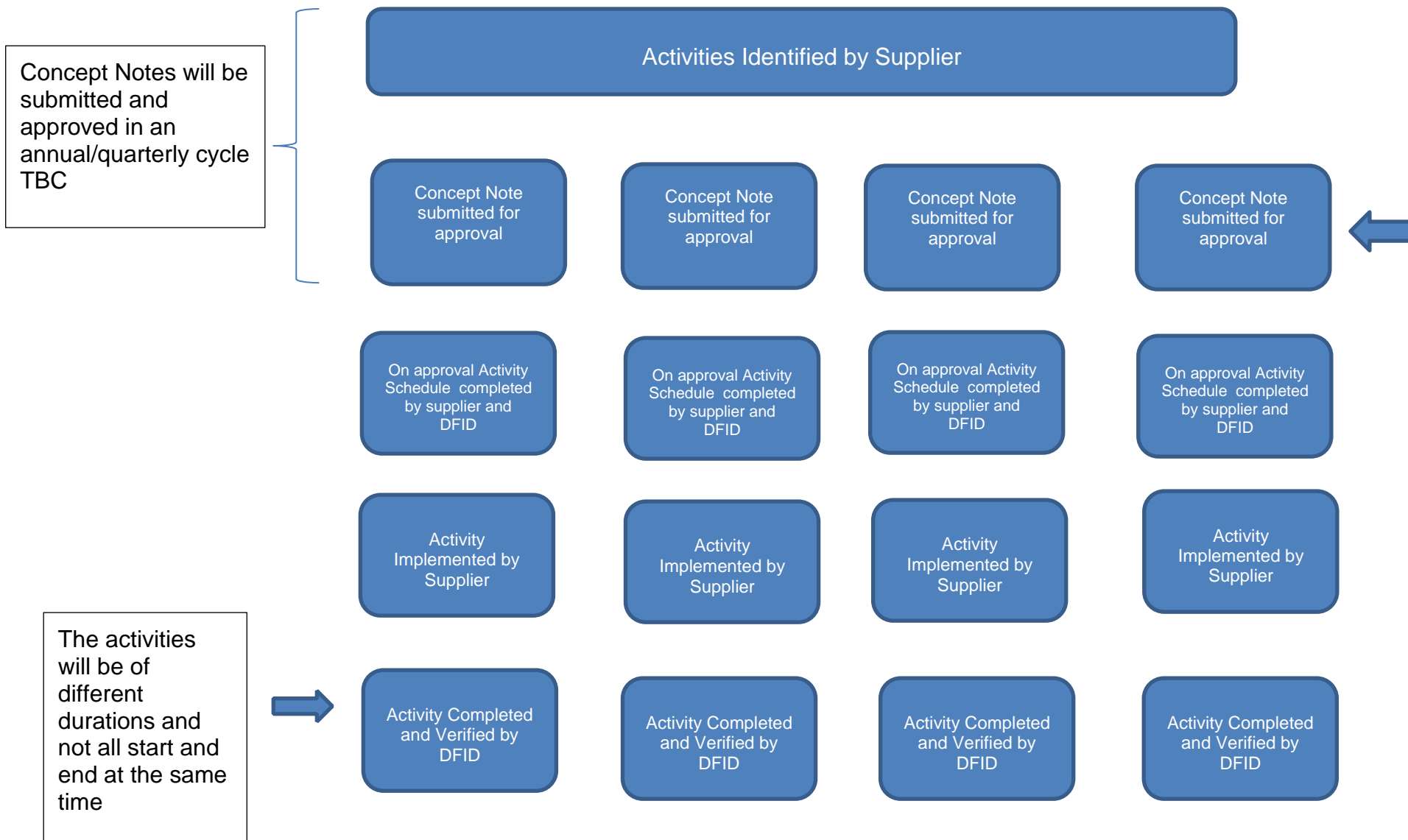
Outputs to be achieved:

Risks and Mitigation:

Estimated Cost:

**Annex B**  
Activity Schedule Commissioning Process

There will be multiple activities being implemented concurrently at state and federal level





## **Annex C Activity Schedule Template**

See separate excel file. 12. PO 8562 Lafiya Draft ITT Volume 3 Annex Lafiya Activity Scheduling

## **Annex D: Lafiya contract engagement with other DFID programmes**

The service provider for the Lafiya contract will be expected to engage, complement and coordinate very closely with the following sets of DFID programmes:

1. The other components of the Lafiya portfolio – the Lafiya contract will be expected to work in close collaboration with these
2. Health programmes that will be transitioning to Lafiya – the Lafiya contract will be required to take over some activities from these programmes as outlined below.
3. Other DFID health programmes
4. Other DFID programmes

**1. The other delivery components of the Lafiya programme** These include:

- a. Support to the Basic Health Care Provision Fund through a World Bank Recipient Executed Trust Fund
- b. Support for World Bank Externally Funded Operations (EFOs) on Demographics and Private Sector
- c. MOU with UNFPA to procure of family planning commodities, and strengthen the supply chain to deliver these where they are required
- d. Accountable grant with NGO(s) to deliver support to essential health and nutrition services in crisis affected areas of Borno and Yobe initially, but with flex to respond to needs arising in any of the targeted states
- e. DFID's Global Evaluation Framework Agreement (GEFA) to enable a supplier to deliver on third-party-monitoring, evaluation and learning to support all other components as required.

### **a) Support to the Basic Health Care Provision Fund through a World Bank Recipient Executed Trust Fund**

DFID intends to contribute funding to the Basic Health Care Provision Fund (BHCPF) through a World Bank Recipient Executed Trust Fund (RETF). The BHCPF is the new, unique mechanism that has been established by the Government of Nigeria for financing basic health services. This is different to previous financing mechanisms as it i) provides direct support for basic health services, bypassing systemic inefficiencies, ii) is governed by World Bank rules and regulations, reducing fiduciary risk and iii) uses innovative financing mechanisms, including decentralised facility financing (DFF) and performance-based financing (PBF). The majority of the funding is proposed to be delivered through the Recipient Executed Trust Fund (RETF). A minority of the funding will be delivered through World Bank directly executed activities.

The Lafiya contract will be expected to provide technical advisory support to the roll out and delivery of the Basic Health Care Provision Fund in the targeted states. It should do this in close collaboration with the Government of Nigeria and the World Bank.

### **b) Support for World Bank Externally Funded Operations (EFOs) on Demographics and Private Sector**

The EFO on demographics is designed to support the efforts of the Government of Nigeria to design, adopt and institutionalize policy actions necessary to accelerate Nigeria's demographic transition. It will be implemented by the World Bank, and will support the Demographic Dividend (DD) unit within the Ministry of Budget and National Planning (MBNP), and the Demographic Group within the Vice President's office to drive and oversee the national DD agenda by: (1) hiring consultants who will provide

technical assistance to the DD unit and VP's Demographics group; (2) using the Bank's convening power to organize various stakeholder engagements, including through selected civil society organizations; (3) a DD south-south knowledge exchange tour to Bangladesh, (4) formative work on comprehensive social and behavior change communication; (5) a review of the experience in Nigeria with girls stipends and other efforts to increase girls enrolment and completion rates; (6) a review of the various efforts at empowering adolescent girls in the country; and (7) explore the costs of achieving a DD and how costs might be contained.

The EFO on Private Sector is expected to provide support to Government of Nigeria to improve the policy environment to maximise private sector contributions to Basic Health Care financing and provision. The EFO will engage with Government, private sector and other partners to examine local and international experience with the aim of securing consensus and clear policy direction regarding the role of the private sector, and guide interventions to scale up and optimise private sector contributions to Universal Health Coverage.

The Lafiya contract is expected to work closely with the World Bank to coordinate and ensure complementarity of their efforts on demographics and private sector, and build on the World Bank work and evidence as appropriate for the Lafiya contract.

**c) MOU with UNFPA to procure of family planning commodities, and strengthen the supply chain to deliver these where they are required**

DFID will sign an MOU with UNFPA as part of the Lafiya portfolio to support the procurement and distribution of family planning commodities on a national basis through a financial contribution to the family planning commodities basket fund managed by UNFPA. The DFID contribution is intended to address gaps in funding for commodities (nationally) as well as for distribution particularly to states supported by the Lafiya programme. An average of £3m annually will be contributed to the basket fund throughout the lifetime of the programme.

The Lafiya contract is expected to work closely with UNFPA to ensure alignment of family planning commodity procurement and distribution with delivering of family planning services.

**d) Accountable grant with NGO(s) to deliver support to essential health and nutrition services in crisis affected areas of Borno and Yobe initially, but with flex to respond to needs arising in any of the targeted states**

DFID will provide an Accountable Grant to an NGO consortium as part of the Lafiya portfolio to support the flexible delivery of basic health and nutrition services for crisis affected populations, as required. The primary targets for this component are likely to be crisis affected areas of Borno and Yobe States, but there will be flexibility to respond to needs arising in any of the targeted states. It is likely that this will include activities such as:

- i. Support service delivery of essential primary health care and nutrition services when critically required in Borno and crisis affected parts of Yobe
- ii. To support recovery of the health system, (including community systems, medicine supply chain, health information systems, training of health workers, payroll, etc.) where this is feasible in Borno and crisis affected parts of Yobe
- iii. Limited rehabilitation of damaged health facilities in Borno and crisis affected parts of Yobe if necessary
- iv. Procurement of essential medicines and equipment if required (need to explore organisational capacity).

- v. Flex to respond to crises arising in Borno, Jigawa, Kaduna, Kano and Yobe, if requested, (and if realistic)

The Lafiya contract will work closely with the NGO consortium supported through the accountable grant. There may be more stable areas of Yobe (or Borno) which are solely supported by the Lafiya contract. There are likely to be crisis affected areas of Borno (or Yobe) which are solely supported by the accountable grant. It is very likely that there will be “nexus” areas supported by both the Lafiya contract and the accountable grant. It will be important to align the health systems activities delivered by the Lafiya contract (higher level health systems strengthening) and the accountable grant (lower level health systems strengthening). It will also be necessary for the Lafiya contract and the accountable grant to determine what stage each area is, and whether either / both will support. The Lafiya contract may be required to support the accountable grant with procurement of commodities, if the accountable grant is not able to do this.

**e) DFID’s Independent third-party-monitoring, evaluation and learning provider to support all other components as required**

An independent (third party) supplier of evaluation, learning and verification services (DELV) will be contracted by DFID to achieve three major purposes for all human development programmes (including the Lafiya contract, other programmes in Lafiya portfolio, PLANE portfolio, SUNMAP2 and any new human development programmes):

- i. Provide independent (third party) assurance to DFID of the accuracy of the monitoring data received and the quality of programme implementation.
- ii. Deliver a range of ‘real time’ learning that will help to maximise the chance of achieving programme outcomes. (likely to include quantitative and qualitative methods).
- iii. Deliver an independent evaluation for accountability purposes to form the core evidence base for the decision to continue the programme beyond the break clause.

The Lafiya contract will therefore have a range of responsibilities with respect to this monitoring, evaluation and learning programme, as follows:

- i. With respect to the independent verification, first the Supplier would first be expected to make available for review documentation concerning the design and implementation of the monitoring systems. Second the Supplier would need to make available detailed results datasets (for example at the level of health facilities or local communities) in order to form the sampling frame for independent verification.
- ii. With respect to real time learning the Supplier is expecting to collaborate to identify key questions of change pathways where independent formative evaluation might increase the effectiveness of the programme.
- iii. With respect to the summative evaluation the Supplier will be expected to corporate to facilitate access to materials and key informants (including the Supplier’s own personnel) and to participate in such evaluation steering group or committee as may be established.

**2. Health programmes that will be transitioning into Lafiya**

There are current DFID Nigeria funded programmes that are coming to an end during the lifetime of the Lafiya programme. The Service Provider for the Lafiya contract will be expected to work with these programmes to develop and implement transition plans

that describe how both programmes will work together, and how key activities and interventions will be transitioned into Lafiya. These include:

- a. Maternal and New-born Child Health Programme (MNCH2)
- b. Women for Health Programme (W4H).

**a. Maternal, Newborn and Child Health Programme (MNCH2)**

Maternal, New-born and Child Health Programme (MNCH2) is a five-year UK-funded programme that supports the government and people of Nigeria to improve access to and utilisation of quality healthcare and routine immunisation for pregnant women, new-borns and children in six northern states – Jigawa, Kaduna, Kano, Zamfara, Katsina and Yobe. MNCH2 delivers essential health care for pregnant women, newborns and children and has improved health system coordination through health sector planning and financing and increased demand for and access to high quality health services. MNCH2 brings together supply, demand, and accountability interventions, which are informed by embedded operations research (OR) which helps the programme to generate, disseminate and apply evidence. The programme started in June 2014 and will end in December 2019 (or in April 2020 if a no-cost extension is approved). More information about MNCH2 is available from <https://devtracker.dfid.gov.uk/projects/GB-1-202992/documents>.

Over the past year MNCH2 has worked closely with supported States to transition key interventions supported by the programme to be led and financed locally. The table below is an outline of the programme's key interventions and proposed transition arrangements:

Intervention	Current situation	Expected support through Lafiya contract
Support for implementation of Basic Health Care Provision Fund	Implementation of BHCPF is still at very early stage	Lafiya contract will be expected to support the ongoing roll-out and implementation of the BHCPF where relevant in targeted states, even in the inception period
Support for State and LGA planning and budgeting for basic health services	The Annual Operational Plan process is being institutionalized within state government. However, it is still largely funded by development partners.	Lafiya contract will be expected to provide continued support for the Annual Operational Plan process (alongside other development partners where they are also providing support)
Procurement and supply of drugs, equipment and health commodities for the free drug programme	Transitioned to state governments through setup of drug revolving funds and LMCUs	No commodity procurement envisaged through the Lafiya contract, with the possible exception of crisis affected areas. The Lafiya contract will be expected to provide some transition support for procurement and supply chain improvements, including integration of vertical programmes and essential medicines, and technical support for drug management

		agencies in Yobe and Borno as required.
Behaviour change and demand creation for maternal and child health	Behaviour change for broader maternal and child health transitioned to state governments.	Lafiya contract will deliver behaviour change and demand creation for family planning
Service delivery for maternal and child health	Service delivery transitioned to state governments	Lafiya contract will provide continued support for delivery of family planning services
Support for Primary Health Care under one Roof (PHCUOR)	Plan for all states to have PHC boards inaugurated before the close of MNCH2	Lafiya contract will provide continued technical support for PHCUOR as part of support to the implementation of the BHCPF.
Support for accountability mechanisms	Some of these mechanisms are being institutionalized, but technical capacity and funding remains inadequate	Lafiya contract will require continued support for community and state-level accountability mechanisms
Support for human resources for health	The Annual operational Plan process has helped improve planning for HRH, but technical capacity and funding is limited	Lafiya contract will need to support strengthening of human resource information systems and distribution of health workers, as well as taskshifting and sharing roll-out
Health management information systems	SMoH will integrate training on data use and take on budget for training and training	Lafiya contract will need to continue some support to health management information systems as required
Family planning	Improve family planning services at primary health care facilities. Ongoing training of service providers on Long Acting Reversible Contraceptives (LARCs), and outreach to hard-to-reach communities. Also delivering safe space interventions, family planning awareness and engaging with community, traditional and religious leaders	Lafiya contract to expand family planning demand and supply work, including maintain relevant activities delivered as part of MNCH2, within the workstream on family planning.

#### **b. Women for Health (W4H)**

Women for Health is an 8 year, £35.6m programme being implemented in 6 Northern Nigerian States (Kano, Katsina, Jigawa, Zamfara, Yobe and Borno). It started in November 2012, and its main purpose is to increase the number of female health workers in training and serving in health facilities and rural communities in Northern Nigeria. Key achievements of the programme include substantial improvements in the quality and admission capacity of 20 health training institutions across the supported States, and the establishment of the Foundation Year Programme (FYP) for rural women who did not have an adequate standard of secondary education to be able to enter health-worker training. Upon graduation these girls are employed and posted to serve their home communities, thereby addressing the acute shortage of health worker in rural health facilities and improving the likelihood of retention. W4H will close in October 2020. More information about the programme is available from <https://devtracker.dfid.gov.uk/projects/GB-1-202694/documents>.

Over the past year the programme has transitioned most of its key interventions in Kano, Katsina, Jigawa and Zamfara to local ownership and financing, while maintaining one staff in each of those states to focus on advocacy, monitoring and troubleshooting. The programme started operations in Borno in 2018, and continues to deliver interventions in Yobe.

Whilst Women for Health will only close in October 2020, there are some areas where it is anticipated will require transition to the Lafiya contract at that stage. It is expected that the Lafiya contract will work closely with the Women for Health programme in clarifying if any of these interventions will have changed, nearer to the closing date:

<b>Intervention</b>	<b>Transition arrangements – and issues</b>	<b>Expected support through Lafiya contract</b>
Infrastructure support to upgrade health training institutions in supported States	Transitioned to state governments in most States	Lafiya contract may be required to provide some continued infrastructural support for health training institutions in Borno.
Support for human resource for health planning, recruitment, deployment and retention	Salaries for new midwives financed by W4H fully transitioned to state governments.	Lafiya contract to provide continued policy and advocacy support for human resource for health management and financing, as part of Lafiya's work on human resource efficiencies.
Support for the Foundation Year Programme	Ownership and financing of FYP transitioned to communities, states and local governments.	Lafiya contract to provide technical support to State Government in establishing the FYP in Kaduna and maintaining it in Borno. Continued financial support for FYP in Borno. Lafiya contract to maintain advocacy, monitoring and a watching brief on FYP scaleup in the other States.

Advocacy and technical support for budgeting and financing of human resources for health and expansion of health training institutions.	W4H has partnered with the Centre for Gender Studies, Bayero University Kano, to establish a Human Resources for Health Learning Hub to support States and training institutions	Lafiya contract to provide continued technical support on budgeting and financing of human resources for health and health training institutions. Continued engagement with the Learning Hub on human resources for health.
Support for tutor training	The Nursing and Midwifery Council is upgrading minimum qualifications for tutor. Institutions could lose their accreditation if their tutors are non-compliant.	Lafiya contract to provide technical support for health training institutions to upgrade tutor qualifications
Support for improvements to learning methods through the student-centred learning approach, e-learning systems and twinning.	W4H has partnered with the Nursing and Midwifery Council to scale-up use of the student-centred learning approach through incorporation in CPD modules	Lafiya contract to provide support for improvements to Nursing and Midwifery Council to take on management of the learning methods for health training institutions, including management of the elearning platform

### **3. Other DFID Health Programmes**

These include SUNMAP2 and WISH. The Lafiya contract will be expected to complement and work collaboratively with the following programmes in relevant areas:

#### **a. The Support to National Malaria Programme phase 2 (SUNMAP2) – funded through DFID Nigeria**

The Support to National Malaria Programme phase 2 (SUNMAP2) is a £50m programme (2016 – 2024) which builds on a successful predecessor (SUNMAP, £89m, 2008 – 2016) to improve local capacity, complement DFID multilateral support through the Global Fund to fight Aids, Tuberculosis and Malaria (The Global Fund), and secure greater domestic ownership and funding for malaria control, reducing the burden of malaria and the risk of malaria resurgence.

SUNMAP 2 supports interventions against five outputs:

- iv. Strengthened government stewardship at national level and in SUNMAP2 supported states
- v. Increased sustainable availability of antimalarial commodities
- vi. More efficient and equitable malaria prevention and treatment services delivery
- vii. Better informed citizens and institutions
- viii. An embedded evidence base learning environment

SUNMAP2 will work at the federal level and in Kano, Kaduna, Jigawa, Katsina, Yobe and Lagos. The service provider for the Lafiya contract will be expected to work closely with SUNMAP2 across all its outputs, particularly on improving government stewardship and domestic financing, improving the supply chain for health



commodities, and improving accountability and health-seeking behaviour. More information on SUNMAP2 is available from <https://devtracker.dfid.gov.uk/projects/GB1-202979/documents>

**b. Women's Integrated Sexual Health (WISH) – funded through Africa Regional Department**

The Women's Integrated Sexual Health (WISH, known in Nigeria as Women's Integrated Services for Health) programme is a UK Aid funded multi-country programme to increase the use of family planning methods to reduce maternal deaths and prevent the use and access to unsafe abortion, including for marginalised and young women. The programme started in 2018, will end in December 2021, and is implemented by Marie Stopes International. In Nigeria, the programme will work in 20 States and the FCT, including Kano, Jigawa, Yobe, Borno and Kaduna (social marketing only in Kaduna) on the following:

- i. Improve service delivery of 50-100 public providers per state across over 90% of the total number of L.G.A.s (except for Yobe and Borno), mostly in rural and peri-urban settings. This will include capacity building with instrument supply, demand generation/branding, integrated post-training supportive supervision which includes commodity logistics/ consumables supply and clinical competency/quality assessment support.
- ii. Deploy mobile teams for demand generation and service provision with special target on hard-to-reach, under-served and vulnerable populations across over 75% of total L.G.As for a given state.
- iii. Support 150 MS Ladies to serve difficult-to-reach populations across average of 60% of total L.G.A.s in each state. These nurses, midwives or other community-based healthcare providers deliver services door-to-door or from their own homes to women within their communities, particularly to the most vulnerable groups of women who are unable to pay for basic services.
- iv. Fund 15 social marketing sales reps/coordinators spread across North and South: Abuja, Anambra, Abia, Lagos, Kano, Gombe, Oyo, Kaduna, Rivers, Cross River, Ogun, Plateau, Sokoto including their neighbouring states. The products to be marketed include Mariprist, Misoclear, condoms and emergency contraception (EC). Essentially, 75% of the costs of social marketing of these products in those States will be funded by WISH during its lifetime.
- v. Support community mobilisation and demand creation activities, including the use of satisfied clients as FP ambassadors, engagement of critical community stakeholders and key influencers (such as older woman), training of IPC agents, engagement of youth groups and CSOs in community dramas, and training of peer educators.
- vi. Support work to create an enabling environment for Sexual and Reproductive Health and Rights (through finance, accountability and supportive laws, policies and regulations).
- vii. Support innovations for Human Centred Design (HCD) research on better engaging men in community mobilisation and demand generation activities; and geo-mapping service delivery sites for better referrals between partners and ensuring services reach areas with clients in poverty.

The Lafiya contract is expected to work closely with WISH to coordinate efforts, avoid duplication, and ensure complementarity of family planning efforts.

**4. Other DFID programmes:**

**a. Partnership for Learning for All in Nigeria (PLANE):**

The Partnership for Learning for All in Nigeria (PLANE) is a multi-window basic education programme which will work to support improved state provision of basic education in DFID's partner states in the North West of Nigeria – Kano, Kaduna, Jigawa; and address Education in Emergencies in the two North East states of Borno and Yobe. In addition, the programme will support standards and regulation of nonstate schools in the South of Nigeria. It will work strategically at federal level to influence policy making. It will explore potential for teaching and learning materials to focus on sexual and reproductive health, family planning, as well as health and hygiene promotion. It will also push on disability including legislation and share lessons about support to non-state to drive overall agenda on importance of non-state contribution to delivery of basic services.

PLANE is expected to start in early 2020 and will last for eight years. The Lafiya contract is expected to collaborate closely with PLANE in several areas, particularly the following:

- i. Raising the political profile of human capital investments (including education) through advocacy, mass media and the smart use of data.
- ii. Addressing social norms, such as early marriage, that disempower women and limit progress on maternal health, family planning and girls' education.
- iii. Improving the ability of political leaders to improve service delivery through the delivery approach in targeted states.
- iv. Piloting the 'delivery-type' approach for health in Kaduna. The lessons learnt from this pilot should be used to scale up this approach in other states and sectors through the Lafiya contract (for health) and through the PLANE programme for education). Where appropriate the Lafiya contract should establish 'delivery-type' mechanisms that can be broadened to other sectors in the future.

**b. Partnership to Engage, Reform and Learn (PERL)**

The Partnership to Engage, Reform and Learn (PERL) is a five-year governance programme. Its objective is to support governments of Nigeria (at Federal, State and Local Government level) to reform core governance processes (making, implementing, tracking and accounting for policies, plans, and budgets) and to ensure that these improvements feed through into the improved delivery of public goods and services.

PERL is made up of three pillars that plan and work closely together:

- i. ARC (Accountable, Responsive and Capable Government), managed by DAI, works with Nigerian governments to develop more systematic, transparent, responsive and accountable core governance processes. It assists governments to work with citizens to identify and address governance blockages to the effective delivery of services.
- ii. ECP (Engaged Citizens), managed by Palladium, works with a wide and inclusive range of citizen groups and representatives, the media, and politicians. It supports these partners to bring citizens' priorities to the attention of government in an effective way and hold government to account for the implementation of policy and budget commitments.
- iii. LEAP (Learning, Evidencing and Advocacy Partnership), managed by ICF, works to strengthen the evidence base for reform by creating demand for, generating and encouraging the use of evidence to inform discussion and decision-making on public sector reform.

PERL's work locations follow DFID's geographical footprint in Nigeria. PERL works at the Federal/national level; in Kaduna, Kano and Jigawa states as partner states; in regional hubs in the South East and South West facilitating the sharing of good practices between states; and in the North East, supporting government and nongovernment partners in Borno and Yobe states with the coordination of recovery efforts. More information about PERL is available from

<https://devtracker.dfid.gov.uk/projects/GB-1-204822/documents>

PERL's approach to service delivery and working with sector programmes is set out below:

- i. PERL recognises that demonstrating the link between governance reforms and improved delivery to citizens is critical. This recognition is at the heart of PERL's work on tackling service delivery problems.
- ii. PERL will not be engaged in front-end service delivery but will be concerned with addressing bottlenecks in governments' delivery systems that affect service delivery.
- iii. Facilitating partnerships with sector programmes in order to facilitate engagement between appropriate constituencies to identify and help address critical problems that relate to governance failures. In particular, it is anticipated that these problems will relate to how governments organise their evidenceinformed policymaking, budgeting, planning, implementation, human resource management, performance management and how citizens engage the processes.
- iv. PERL offers sector programmes and their partners' critical expertise and support in these areas, based on their experience, cutting edge international and Nigerian (local) evidence, learning from previous governance programmes (SPARC, SAVI) and adaptations.

The Lafiya contract will be expected to collaborate with PERL on (a) budgeting and planning (b) public sector management (c) citizen participation, and (d) political economy analysis.

**c. Working to Improve Nutrition in Northern Nigeria programme (WINNN)** The Working to Improve Nutrition in Northern Nigeria programme (WINNN) aims to reduce child undernutrition and mortality in Northern Nigeria, by delivering evidencebased, cost-effective nutrition interventions through routine health services and improving government leadership and financial commitment to nutrition. The programme worked in Kebbi, Katsina, Zamfara, Yobe and Jigawa. More information about the programme is available from <https://devtracker.dfid.gov.uk/projects/GB-1201874/documents>.

**d. Sanitation, Hygiene, Water and Sanitation phase 2 (SHAWN2)**

The Sanitation, Hygiene, Water and Sanitation phase 2 (SHAWN2) programme is working to scale-up water, sanitation and hygiene coverage in Nigeria by providing 4.68 million new beneficiaries plus continued support to 2.32 million covered under Phase 1, with access to appropriate and safe sanitation facilities, hygiene education activities and a sustainable safe and reliable water supply to reduce exposure to public health risks and disease transmission. The programme works in eight states – Kaduna, Kano, Bauchi, Benue, Katsina, Zamfara, Yobe, Jigawa – in northern Nigeria. More information about the programme is available from <https://devtracker.dfid.gov.uk/projects/GB-1-202977/documents>

#### **e. Nutrition and WASH programmes**

Both WINNN and SHAWN are likely to end in March 2021. It is possible that these will be succeeded by a new integrated nutrition, water and sanitation programme currently under design.

Key areas of collaboration between Lafiya and WINNN / SHAWN and any potential new nutrition / WASH programme include:

- i. Raising the political profile of human capital investments (including nutrition and WASH) through advocacy, mass media and the smart use of data.
- ii. Addressing social norms, such as early marriage, that disempower women and limit progress on maternal health, family planning and girls education.
- iii. Budgeting and expenditure on human capital, in collaboration with the PERL programme.

#### **f. Social protection programmes**

The Child Development Grant (nutrition and cash transfer) programme is nearing the end of its pilot phase, in July 2019. It is possible that this programme will be extended to 2021/22, to continue with the elements of the programme providing technical assistance to government in implementing Federal and State social protection programmes, policies and systems, and supporting civil society advocacy and engagement on social protection. DFID are also supporting the Federal Government of Nigeria's cash transfer programme through technical assistance delivered by and through the World Bank's Governance Partnership Facility. The GPF is currently due to end in 2021, but discussions regarding extension of the fund are underway.

#### **g. LINKS:**

LINKS- Powering Economic Growth in Northern Nigeria is a 7-year (2018-25) £70m project that will support pro-poor business growth and investment in Kano, Kaduna and Jigawa. While LINKS will focus on agriculture, renewable energy and ICT, it will also be "providing an investment supporting role where genuine commercial opportunities are identified", and it has the flexibility to develop work in market sectors where there is significant pro-poor potential. It will have a strong regulatory, research, and advisory role. If an opportunity is identified to attract major investment into the target states in the health sector (for example) the project could provide an advisory supporting role. More information about LINKS is available at <https://devtracker.dfid.gov.uk/projects/GB-GOV-1-300028/documents>.

#### **h. NENTAD:**

The North East Nigeria Transition to Development Programme (NENTAD) is DFID Nigeria's humanitarian and transition programme, delivering food security, nutrition, education, protection and multi-sector interventions in the North-East of Nigeria. The Lafiya contract is expected to collaborate closely with the NGO implementing the Lafiya accountable grant, and the implementers for the NENTAD programme to ensure an effective transition of activities from NENTAD to this health business case, including the Integrated Nutrition Programme (INP+) and the nutrition and health services being delivered in Borno and Yobe through the Lafiya programme. More information about NENTAD is available from <https://devtracker.dfid.gov.uk/projects/GB-GOV-1300432/documents>.

#### **i. Other DFID funded programmes**

The Lafiya contract should also ensure complementarity with other relevant DFID funded programmes including:

- i. Global Alliance for Vaccines Initiative (GAVI)

- ii. The Global Fund for AIDS, TB and Malaria
- iii. Global Polio Eradication Initiative (GPEI)

**j. Programmes funded by other donors**

The Lafiya contract should ensure complementarity and avoid duplication with programmes funded by other donors.

Programmes providing support at the federal level, including:

- i. Technical support to Federal Ministry of Health and NPHCDA supported by Bill and Melinda Gates Foundation
- ii. Technical support to Federal Government (including Basic Health Care Provision Fund) supported by World Bank
- iii. Technical support to Federal Government (including Basic Health Care Provision Fund) supported by USAID. The Lafiya contract will be expected to take over some of the technical support to the Basic Health Care Provision Fund (included embedded advisers) that is currently supported by USAID through HP+

Programmes providing support at the state level in targeted states, including:

- i. Technical support to State Ministry of Health provided by Bill and Melinda Gates Foundation – Bill and Melinda Gates Foundation are one of the only other funders to support health programmes in Kaduna and Kano. The Lafiya contract together with DFID Regional Coordinators should hold regular meetings with Bill and Melinda Gates Foundation to ensure effective alignment of programmes.
- ii. DFID has signed an MOU with Kaduna State Government and the Bill & Melinda Gates Foundation, Alio Dangote Foundation, UNICEF, & The Global Fund for Aids, TB, & Malaria (GFATM) to transform the primary health care system in Kaduna
- iii. World Bank supported health programmes in the targeted states, including Saving One Million Lives (SOML) and the World Bank's new multi-phased approach (currently in design phase)

## **Annex E – Duty of Care Risk Assessment**

### **DFID Overall Project/Intervention**

#### **Summary Risk Assessment Matrix**

**Project/intervention title: LAFIYA CONTRACT**

**Date of assessment: 18/03/2019**

**Assessing official:**

Theme	DFID Risk score	DFID RISK Score	DFID Risk score
	Abuja	Kano, Kaduna, Jigawa	Borno & Yobe
OVERALL RATING <sup>13</sup>	2	3	4

<sup>13</sup> The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value.

FCO travel advice	2	3	4
Host nation travel advice	2	3	4
Transportation	2	3	4
Security	2	3	5
Civil unrest	2	3	4
Violence/crime	2	3	4
Terrorism	-	2	5
War	-	-	-
Hurricane	-	-	-
Earthquake	-	-	-
Flood	-	-	-
Medical Services	2	2	4
Nature of Project/ Intervention	1	2	3

<b>1</b> Very Low risk	<b>2</b> Low risk	<b>3 Med</b> risk	<b>4</b> High risk	<b>5</b> Very High risk
<b>Low</b>		<b>Medium</b>	<b>High Risk</b>	

## **Appendix A: of Contract Section 3 (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 DFID and any changes to the content of this schedule must be agreed formally with DFID under a Contract Variation.

Description	Details
-------------	---------





<p><b>Identity of the Controller and Processor for each Category of Data Subject</b></p>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract</p> <p>The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the <b>Parties are independent Controllers</b> in accordance with Clause 33.3 in respect of the following Personal Data necessary for the administration and/or fulfilment of this contract:</p> <p>All personal data relevant to this programme (including CVs, and all information made available to DFID and to the chosen implementing partner).</p>
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<b>Subject matter of the processing</b>	
<b>Duration of the processing</b>	
<b>Nature and purposes of the processing</b>	
<b>Type of Personal Data [and Special Categories of Personal Data]</b>	
<b>Plan for return and destruction of the data once processing complete.</b>	<b>(UNLESS requirement under EU or European member state law to preserve that type of data)</b>

## DFID SME Data Collection

Please refer to the guidance at:

Please answer questions A1 to A6 **populating yellow cells only** as applicable and return to [DEPARTMENTAL CONTACT]

<b>INSERT YOUR ORGANISATION/COMPANY NAME</b>	Full Year	1 /19 Apr 19	1 - Mar	<div style="text-align: center;">                     Breakdown of Departmental Contract Revenue                      % = £                 </div> <div style="position: absolute; top: 10px; right: 10px; font-size: 0.8em;"> <div style="display: flex; flex-direction: column; align-items: flex-end;"> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <span style="width: 10px; height: 10px; background-color: #2c4e64; margin-right: 5px;"></span> <span>Total Revenue retained £</span> </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <span style="width: 10px; height: 10px; background-color: #c00000; margin-right: 5px;"></span> <span>Total subcontracted revenues to non-SME £</span> </div> <div style="display: flex; align-items: center;"> <span style="width: 10px; height: 10px; background-color: #800080; margin-right: 5px;"></span> <span>Total subcontracted revenues to SMEs £</span> </div> </div> </div>
<b>DFID</b>	£		%	
<b>CONTRACT NAME</b>				
A. Total contract revenue £ received directly from selected contract.	£.			
A2. Total value of subcontracted revenues £	£.			
A. Total value of subcontracted revenues to SMEs £	£.			
Data provided by:				
Name				
Organisation	INSERT YOUR ORGANISATION/COMPANY NAME			
DUNS Number				
Email				
Phone				
Date				
Please provide details of the preferred contact for future reporting If applicable:				
Name				
Email				
Phone				



**PO 8562 Lafiya contract – UK Support for Health in Nigeria**  
**Palladium comments and clarifications on the draft contract sent by DFID on**  
**23 January 2020**

**Round 2 clarifications including DFID responses received on 31 January 2020**

**Section 1**

**Palladium comment**

We have inserted the name of the Palladium signatory.

**DFID response 31 Jan 2020**

Thank you.

**Section 2**

**Palladium question**

In terms of the insurance requirements in Annex 1 on pages 73 and 75, it will enable us to proceed with the head contract this week if we can agree to a small reduction in the required level of public liability and product liability insurance – from £15m GBP to £13m GBP. This will put the level within our existing global cover and so will not necessitate an increase just for this project (which can take a little time to arrange with our insurers in Australia). The professional indemnity cover can remain at £15m GBP.

**DFID response 31 Jan 2020**

I have changed third party and products to £13m as requested.

**Palladium response 31 Jan 2020**

Thank you

**Palladium question**

Also, on insurance, for both PL and PI insurance, we expected the 'Territorial Limits' to state 'Nigeria' rather than 'Worldwide'; can this be changed please?

**DFID response 31 Jan 2020**

I can't accept this change, our standard territorial limits are worldwide, this has been in this section since the ITT was published and has not changed.

**Palladium response 31 Jan 2020**

Noted

### Section 3

#### Palladium comment

Reporting Requirements on page 16, under Quarterly reports: (b) *Submission: by email to the DFID SRO on or before the 17th day of every 3rd month of the contract* would mean that the quarterly report falls due before the end of the Quarter. We suggest that the Quarterly Report is due to DFID no later than 30 days from the last day of the Quarter.

#### DFID response 31 Jan 2020

I have changed this to the 17<sup>th</sup> day of the fourth month and every third day thereafter so that the reports are not due before the quarter ends.

#### Palladium response 31 Jan 2020

Thank you. However, this is still not quite correct because “every 3<sup>rd</sup> month” thereafter will make reports due before end of the quarter. I believe this should be “every 4<sup>th</sup> month thereafter”.

We have also noticed a similar error regards the submission of Annual reports (Section 3 Page 17) which requires at least one month before contract anniversary. This would mean the annual report is due before the end of the year thereby missing reporting of at least a full month of programme delivery. We suggest this be changed to “no later than one month after the contract anniversary”.

Having the report submitted every fourth month would result in their being only 3 reports per year and not quarterly as required. By having the 1<sup>st</sup> report due in the fourth month and then every three months thereafter would results in reports being due as follows:

17<sup>th</sup> day of month 4 – report for quarter ending in month 3. 17<sup>th</sup>

day of month 7 – report for quarter ending in month 6

17<sup>th</sup> day of month 10 – report for quarter ending in month 9

As you can see the reports are due 17 days after the end of the quarter, not before.

#### Palladium comment

Under Annual reports: (d) Financial/Value for money report (viii) on page 17, DFID states that the Supplier will *submit an Annual Audited Statement (AAS) of its operations, showing how DFID funds have been utilised annually, through the life of the programme*. We do not conduct standalone project annual audits except our Palladium Consolidated Group Annual Audit and the DFID-commissioned Project External Annual Audit. We are checking with our Finance and Internal Audit team to confirm the kind project specific information that is included in our Consolidated Group Annual Audit Statement and will revert to you tomorrow.

#### DFID response 31 Jan 2020

We spoke, this is fine.

#### Palladium response

Please see below, the language that I promised to send:

Palladium does not have annual audit statement that is project specific. However, the project can provide Palladium International Limited (UK) annual audited statement. Palladium International Limited (UK)'s main donor is DFID, therefore, during the audit process project specific transactions are selected as part of the sample. In addition, for other DFID projects in Nigeria, DFID commissions a yearly external audit which is project specific to verify how funds are used annually.

#### **Palladium question**

We notice that Appendix A on page 43 is not completed. Will DFID complete this? Alternatively, we suggest the following language to be added in the Table after the following clause: "The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of the following Personal Data:"

All personal data relevant to this programme (including CVs, and all information made available to DFID and to the chosen implementing partner)

**DFID response 31 Jan 2020**

Apologies, the wording for this has been updated with the standard DFID wording for this.

**Palladium response 31 Jan 2020**

*Thank you. However, the clause refers to 'the following Personal Data...' but then says nothing more. We suggest adding the following text "All personal data relevant to this programme (including CVs, and all information made available to DFID and to the chosen implementing partner)". We have used this language on other DFID contracts.*

*Accepted, wording changed in final contract..*

#### **Section 4**

##### **Palladium comment**

1.3 and 1.4: We have added details of the Contract and Project Officers.

**DFID response 31 Jan 2020**

Thank you

##### **Palladium question**

2.1: Can DFID confirm if the end date of Extension period should not be 30 January 2029 since the Section 3 Clause 4 mentions possibility of a 2 year extension with the project having started on 31 January 2020?

**DFID response 31 Jan 2020**

The end date of the extension will be updated to align with the start date

**Palladium response 31 Jan 2020**

Noted

##### **Palladium comment**

3: We have renamed the additional documents to be consistent with the files that were submitted to DFID.

**DFID response 31 Jan 2020** Thank you.

##### **Palladium comment**

4: We have corrected the spellings of the names of the Federal and Borno State Leaders.

**DFID response 31 Jan 2020**

Thank you

**Palladium response 31 January 2020**

*Please correct Borno State Leader's surname to Mshelia (not Nshelia)*

*Corrected in final contract.*

**Palladium comment**

5: Corrected the name of one of the subcontractors – Options Consultancy Services Ltd.

**DFID response 31 Jan 2020**

Thank you

**Palladium comment**

6: No changes or clarifications

**Palladium comment**

7: No changes or clarifications

**Palladium comment**

8: No changes or clarifications

**Palladium comment**

9.2: Can DFID provide the missing "MI Reporting Template which is set out in the Annex to this Section 4."?

**DFID response 31 Jan 2020**

Done

**Palladium comment**

10.1 and 10.2 refer to 'sections 8.3 and 8.4 or Section 3...' We believe this should be 'of' instead of 'or'. We also notice that 8.3 and 8.4 do not exist in Section 3. Instead this should be 7.2 with its 4 sub clauses 7.2.1-7.2.4.

**DFID response 31 Jan 2020**

This has been corrected to refer to 12.b. and 12.c. of Section 3 which refer to scale up and down.

**Palladium comment**

10.1: Can DFID clarify if the extension period is up to 3 years as mentioned in this clause? Elsewhere this is stated as up to 2 years.

**DFID response 31 Jan 2020**

This is an error and has been corrected to 2 years.

**Palladium response 31 January 2020**

*There is an error in the change made by DFID – it still reads 3 years.*

**Palladium comment**

11.1: Similar to 10 above, clause 8.2 does not exist in Section 3.



## DFID response 31 Jan 2020

This has been corrected.

### Palladium comment

11.2: PBR 1, 2 and 3 are not tracked and reported quarterly as is currently stated in Section 4. These are KPIs are assessed at mid and end term. Can DFID please clarify?

## DFID response 31 Jan 2020

This wording has been replaced with more appropriate wording,

### Palladium response 31 January 2020

11.1 This erroneously refers to Clause 12 of Section 2 (Standard Terms and Conditions). This should be Clause 13.

11.2 DFID have corrected the wording on tracking and reporting of the KPIs. However we notice you have added PBR 4, 5 and 6. Can DFID please explain why this change has been made and consider reviewing these additions to the original clause especially given that some of the added PBRs will not lend themselves well to the performance metric of 50% in consecutive periods? This is particularly the case with PBR6 (Financial Management tracked quarterly). We do not think it is justifiable to subject two consecutive period of less than 50% of forecast variance to trigger a rectification plan as set out in Section 40 of the Standard Terms and Conditions.

11.2 Please note that reference to Clause 39.1 and 39.2 should be 40.1 and 40.2 of Section 2 (Standard Terms and Conditions) respectively.

Corrected in final contract.

### Palladium comment

12:1 Can DFID please clarify what '....and in accordance with the remainder of Clause 0.' means?

## DFID response 31 Jan 2020

This is an error and the correct clause number has been included.

## Section 5

### Palladium comment

Section 5 - Schedule of Prices (MS Word Version): We have made some suggestions to ensure more consistency between the Schedule of Prices and the ProFormas. These changes are tracked but we have also included a clean version for ease of review. Can DFID confirm if our changes are acceptable?

Section 5 Annex A ProFormas: We have corrected the dates in the Financial Year of Payment and Month of Payment columns of Tab 4: Payment in order to align with the project start date of 31 January 2020.

## DFID response 31 Jan 2020

Some of the changes are not acceptable or necessary, however I have incorporated some of your suggestions to make the Section 5 clearer.

I have updated the pro-forma again to revise the new dates.

**Palladium response 31 January 2020**

*Thank you for considering some of our proposed changes. Can DFID please reconsider the following changes?  
Under Payment Mechanism - Output KPIs*

*Output 4 KPIs will be agreed in the inception phase of the contract. We believe the 4 should be deleted. This clause refers to Output KPIs under KPI 4 which will be agreed with DFID upon finalisation of the logframe and NOT Output 4 KPIs. Indeed Output 4 exists in the logframe but KPI 4 goes beyond Output 4.*

*Under Payment Mechanism - Invoicing*

*Management Services KPI 2 payment*

*Management Services KPI 1 payment (every 4<sup>th</sup> invoice)*

*We believe this is an error because KPI 1 and 2 are NOT management KPIs. They are outcome KPIs. We believe this should be corrected to KPI 5 and 6 as per the Table in Clause 9 of Section 3 (Terms of Reference).*

**This has been corrected in the final contract.**

## Section 5

### SCHEDULE OF PRICES

#### 1. Budget

The overall financial limit for the Core Team costs is £38,262,285

The overall financial limit for Activities costs is £61,737,715

<b>Core Team Costs</b>	
<i>Fees</i>	£12,498,108
<i>Expenses</i>	£5,966,379
Budget Available for TA activities	£61,737,715
Maximum Profit	£9,562,798
Maximum NPAC	£10,235,000
<b>TOTAL</b>	<b>£100,000,000</b>

The Supplier **MUST NOT** transfer allocated funding between the Core Team and Activities without a formal contract amendment

#### 1. Payment Mechanism

##### 1.1 Management Services

- 45% of the management services fees will be paid against KPIs 5 and 6 as set out in Section 3, paragraph 9, table 1.
- KPI 5 will be assessed annually and 25% of core team fees will be paid on achievement of “pass” for this KPI. • KPI 6 will be assessed quarterly and 20% of core team fees will be paid on achievement of “pass” for this KPI
- Payments will be made quarterly based on the schedule of payments set out in paragraph 3.

KPIs 5 and 6 will be assessed as either a pass or a fail. Should the KPI be assessed as fail no related payment will be made.
---

##### 1.2 Programme Delivery Services

- All programme delivery services will be commissioned through activity- based contracting, where the fees and expenses for each activity are agreed individually using the rates agreed in in the attached pro-formas.
- 30 % of the core team fees will be paid against KPIs 1,2,3 and 4.
- KPIs 1,2 and 3 will be assessed at the mid-term review and project completion stages and 10% of the core team fees will be paid in relation to the achievement of the KPIs (See table below)
- KPI 4 (Output KPIs) will be assessed annually and 20% of core team fees will be paid in relation to the achievement of the KPI as set out in the table below.
- Payments will be made quarterly based on the schedule set out in the schedule of payments set out in paragraph 3.

### **Output KPIs**

KPI 4 outputs will be agreed in the inception phase of the contract upon finalisation of the logframe.

Total (%) weighting of Outputs Achieved	% of Payment Made
90% and over	100%
80-90%	90%
70 – 80%	80%
60% - 70%	70%
50% - 60%	60%
40-50%	50%
40% and below	0%

*(For example, if output 1 (10% weighting), output 2 (30% weighting) and output 3 (20% weighting) were met but output 4 (40% weighting) was not met, the total would be 60% achieved).*

### **Outcome KPIs**

% progress against the milestone targets for Outcomes	% of Payment Made
90% and over	100%
80-90%	90%
70 – 80%	80%
60% - 70%	70%
50% - 60%	60%
40-50%	50%
40% and below	0%

*(For example, if progress against milestone targets was 80% progress against outcome 1, 100% progress against outcome 2 and 90% progress against outcome 3, the total would be 90% achieved). Scores over 100% will be counted for outcome 1 (budget) and outcome 3 (family planning) but the maximum score will be 100% for outcome 2 (health services).*

Where the supplier fails to meet 100% of an output or outcome in the payment period due to circumstances beyond their control but recovers all or part of the output or outcome in the following period, they may charge the related balance of the KPI payment.

## 2. Invoicing

The supplier will submit one invoice per quarter, setting out:

1. Management Services Fees
2. Management Services Expenses
3. Management Services KPI 6 payment
4. Management Services KPI 5 payment (every 4<sup>th</sup> invoice)
5. Programme Delivery Services Fees
6. Programme Delivery Services Expenses
7. Output level KPI (every 4<sup>th</sup> invoice)
8. Outcome level KPIs (1<sup>st</sup> invoice following independent review)

## 3. Schedule of Payments

**Please see the proformas attached at Section 5 Annex A Proformas for a full breakdown of costs. Please note that the payment amounts set out in Tab 4 payment are for illustrative purposes only and may vary depending on the Activities carried out in the invoicing period.**

Payment Number	Description	Date Due
1.	<ul style="list-style-type: none"> <li>Quarterly Management Fees and Expenses</li> <li>Quarterly Contract Management KPI payment</li> <li>Quarterly Activity Fees and Expenses</li> </ul>	Month 3 (May 2020)
2.	<ul style="list-style-type: none"> <li>Quarterly Management Fees and Expenses</li> <li>Quarterly Contract Management KPI payment</li> <li>Quarterly Activity Fees and Expenses</li> </ul>	Month 6 (August 2020)
3.	<ul style="list-style-type: none"> <li>Quarterly Management Fees and Expenses</li> <li>Quarterly Contract Management KPI payment</li> <li>Quarterly Activity Fees and Expenses</li> </ul>	Month 9 (November 2020)

4.	<ul style="list-style-type: none"> <li>Quarterly Management Fees and Expenses</li> <li>Quarterly Contract Management KPI payment</li> <li>Annual Contract management KPI payment</li> <li>Quarterly Activity Fees and Expenses</li> <li>Annual Output level KPI payment</li> </ul>	Month 12 (February 2021)
5.	<ul style="list-style-type: none"> <li>Quarterly Management Fees and Expenses</li> <li>Quarterly Contract Management KPI payment</li> </ul>	Month 15 (May 2021)

	<ul style="list-style-type: none"> <li>Quarterly Activity Fees and Expenses</li> </ul>	
6.	<ul style="list-style-type: none"> <li>Quarterly Management Fees and Expenses</li> <li>Quarterly Contract Management KPI payment</li> <li>Quarterly Activity Fees and Expenses</li> </ul>	Month 18 (August 2021)
7.	<ul style="list-style-type: none"> <li>Quarterly Management Fees and Expenses</li> <li>Quarterly Contract Management KPI payment</li> </ul> Quarterly Activity Fees and Expenses	Month 21 (November 2021)
8.	<ul style="list-style-type: none"> <li>Quarterly Management Fees and Expenses</li> <li>Quarterly Contract Management KPI payment</li> <li>Annual Contract management KPI payment</li> <li>Quarterly Activity Fees and Expenses</li> <li>Annual Output level KPI payment</li> </ul>	Month 24 (February 2022)
9.	<ul style="list-style-type: none"> <li>Quarterly Management Fees and Expenses</li> <li>Quarterly Contract Management KPI payment</li> <li>Quarterly Activity Fees and Expenses</li> </ul>	Month 27 (May 2022)
10.	<ul style="list-style-type: none"> <li>Quarterly Management Fees and Expenses</li> <li>Quarterly Contract Management KPI payment</li> <li>Quarterly Activity Fees and Expenses</li> </ul>	Month 30 (August 2022)
11.	<ul style="list-style-type: none"> <li>Quarterly Management Fees and Expenses</li> <li>Quarterly Contract Management KPI payment</li> <li>Quarterly Activity Fees and Expenses</li> </ul>	Month 33 (November 2022)

12.	<ul style="list-style-type: none"> <li>Quarterly Management Fees and Expenses</li> <li>Quarterly Contract Management KPI payment</li> <li>Annual Contract management KPI payment</li> <li>Quarterly Activity Fees and Expenses</li> <li>Annual Output level KPI payment</li> </ul>	Month 36 (February 2023)
13.	<ul style="list-style-type: none"> <li>Quarterly Management Fees and Expenses</li> <li>Quarterly Contract Management KPI payment</li> <li>Quarterly Activity Fees and Expenses</li> </ul>	Month 39 (May 2023)
14.	<ul style="list-style-type: none"> <li>Quarterly Management Fees and Expenses</li> <li>Quarterly Contract Management KPI payment</li> </ul> Quarterly Activity Fees and Expenses	Month 42 (August 2023)
15.	<ul style="list-style-type: none"> <li>Quarterly Management Fees and Expenses</li> <li>Quarterly Contract Management KPI payment</li> <li>Quarterly Activity Fees and Expenses</li> </ul>	Month 45 (November 2023)
16.	<ul style="list-style-type: none"> <li>Quarterly Management Fees and Expenses</li> <li>Quarterly Contract Management KPI payment</li> <li>Annual Contract management KPI payment</li> <li>Quarterly Activity Fees and Expenses</li> <li>Annual Output level KPI payment</li> <li>Midpoint Outcome level KPI payment</li> </ul>	Month 48 (February 2024)
	Following the independent review, a decision will be made on if/how programme proceeds.	

(July 2018)

Commercia Criteria		
<b>C1</b>	<b>Cost of Core Team</b>	2,6 ,
<b>C</b>	<b>Expert Rate Card</b>	
	Prinicpal E pert	6
	Senior E pert	6
	E pert	
	Assistant E pert	2
	Admin	2
<b>C</b>	<b>Proposed Discounts</b>	
	Deployments > 6 months	2. %
	Deployments > 2 months	. %
	Deployments > months	. %
<b>C</b>	<b>Proposed Risk Share</b>	
	Risk Share for KPIs ,2 &	%
	Risk Share for KPI	2 %
	Risk Share for KPIs & 6	%



Key:



Information to be provided by bidders

Do not complete.



Version .9  
Issued for use on/after: 5/ / 19

. Information

TABLE 1: FULL COST RECOVERY BUDGET - PROGRAMME INFORMATION

Lead organisation	Palladium
Programme area	LAFYA
Programme number	PO
Programme start date	1/1/ 1
Programme end date	
Total programme cost	
Programme cost	/ /
Country/Region	£1 , , Nigeria
Lead organisation	
Lead organisation	
Budget version	
Date of budget revision	
Health	
Version 1	
11/ / 1	

TABLE 2: SUMMARY OF PROGRAMME COSTS	
Direct Programme Costs	, 6, 6
Indirect Costs - Non programme attributable cost NPAC	, 2 ,
Profit	, 62,
Fund Value	-
Local Government Taxes on contract	, , -
CHECK	FALSE

Prepared by Barbara Dalia

Lead organisation/ Delivery partner	Name	SME status	Total cost	Direct Programme Costs	Lead Organisation: Indirect Costs NPAC, Profit and Fund Value	Local Government Taxes on contract
Lead organisation	Palladium International Development Ltd	Not SME	, ,	, , 1	1, ,	
Delivery partner one	Optima Consultancy	SME	, ,	"		
Delivery partner two	Society for Family Health	SME	, ,	"		
Delivery partner three	Chatham House	SME	, ,	"		
Delivery partner four	Solida	SME	, ,	"		
Delivery partner five	PharmAccess	SME	, ,	"		
Delivery partner six	CHECOD	SME	, ,	"		
Delivery partner seven						
Delivery partner eight			-			

	COMPLETED: Y/N
TAB Information	
atal Programme Cost	Y
Commodities	N
Dis ursements	N
Capital Expenditure	Y
Programme Team	Y
Travel	Y
	N
	Y
PAC	Y
	Y

Delivery partner nine			-			
Delivery partner ten			-			

TABLE : SPLIT OF PROGRAMME COSTS ACROSS LEAD ORGANISATION AND DELIVERY PARTNERS

TABLE : COMPLETION CHECKLIST

1  
.1  
. . .  
.5  
.6

5

Y

TOTAL PROGRAMME COST IN GBP

1 , , , , 1 1 , , -

NOTES

Project  
May

cost to  
1

plate v.1

[illegible]

**FALSE**

---

A o odatio <i>input details on ta</i> . Su siste e <i>input details on ta</i> .	Dire t Progra e Costs e Costs	LEAD ORGANISATION/ DELIVERY PARTNER		.6%	6	,22	,66	,66	,66	,66	,66	,66	,66	,66	,66	,66	,66	2,2	2,2	2,2	2,2	2,2	2,2	
	Total travel i depe de t evaluatio <i>input details in NOTES TABLE elo</i>			1.9%	65	1,9	,195	,195	,195	,195	,195	,195	,195	,195	,195	,195	,195	7,	7,	7,	7,	7,	7,	
	Staffi g o itori g a d evaluatio osts <i>input details in NOTES TABLE elo</i>	Dire t Progra e Costs			-		-											-						
	Travel, su siste e a d a o odatio <i>input details in NOTES TABLE elo</i>	Dire t Progra e Costs			-		-											-						
	Other o itori g a d evaluatio osts <i>input details in NOTES TABLE elo</i>	Dire t Progra e Costs			-		-											-						
	Total onitoring and evaluation				-		-											-						
								-	-	-	-	-	-	-	-	-	-	-		-	-	-	-	-
	Progra e Ma age e t U it <i>not to e used</i>	Dire t Progra e Costs			-		-												-					
I ter atio al fu d a age e t tea <i>not to e used</i>	Dire t Progra e Costs			-		-												-						
Natio al fu d a age e t tea <i>not to e used</i>	Dire t Progra e Costs			-		-												-						
Regio al fu d a age e t tea <i>not to e used</i>	Dire t Progra e Costs			-		-												-						
Fu d a age e t tea re ruit e t osts <i>not to e used</i>	Dire t Progra e Costs			-		-												-						
Other fu d a age e t osts <i>not to e used</i>	Dire t Progra e Costs			-		-												-						
Total fund anage ent <i>not to e used</i>				-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Se urity guards	Dire t Progra e Costs	LEAD ORGANISATION		.1%		,2	,2	,2	,2	,2	,2	,2	,2	,2	,2	,2	,2	,2	,2	,2	,2	,2	,2	
Se urity e uip e t	Dire t Progra e Costs	LEAD ORGANISATION		-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other se urity osts	Dire t Progra e Costs	LEAD ORGANISATION		-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Cou try offi e spa e re t, utilities et.	Dire t Progra e Costs	LEAD ORGANISATION		.1%		,626	,	,	,	,	,	,	,	,	,	,	,	,66	,66	,66	,66	,66	,66	
Field offi e spa e re t, utilities et	Dire t Progra e Costs	LEAD ORGANISATION		.1%		2	,	,	,	,	,	,	,	,	,	,	,	,	,	,	,	,	,	
IT a d o u i atio s	Dire t Progra e Costs	LEAD ORGANISATION		.1%		,2	6,	6,	6,	6,	6,	6,	6,	6,	6,	6,	6,	,2	,	,	,	,	,	
Other offi e osts	Dire t Progra e Costs			.6%		,262	,											226,						
		LEAD ORGANISATION					,	,	,	,	,	,	,	,	,	,	,		226,	226,	226,	226,	226,	
Staff trai i g	Dire t Progra e Costs	LEAD ORGANISATION		-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
E pert fees e.g. auditors' fees	Dire t Progra e Costs	LEAD ORGANISATION		-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Lead orga isatio a age e t fee s <i>input details in NOTES TABLE elo</i> Other dire t osts <i>input details in NOTES TABLE elo</i>	Dire t Progra e Costs			-		-												-						
	Dire t Progra e Costs			-		-												-						
Total other direct and directly attri uta le progra e costs <i>input reakdo core/state/federal tea s on ta</i>	I dire t Costs - No progra e attri uta le ost			.1%			,765	,765	,765	,765	,765	,765	,765	,765	,765	,765	,765	9,15	9,15	9,15	9,15	9,15	9,15	
Lead orga isatio NPAC <i>input details on ta</i> TOTAL DIRECT PROGRAMME COSTS AND NPAC	Profit					,9	115,997	,	,	,	,	,	,	,	,	,	,	9,15	9,15	9,15	9,15	9,15	9,15	
Contract profit	Dire t Progra e Costs					,2												,6	1,	1,59	1,6	1,1,97	1,55,99	
Activities Budget				2.1%		,699,7	56,65	56,65	56,65	,7	,7	,7	,7	,7	,7	,7	,7	,5	,655	,99,95	,1,71	,9	,5,66	
TOTAL PROGRAMME COST INCLUDING PROFIT/SURPLUS, BEFORE LOCAL GOVERNMENT TAXES	Lo al Gover o tra t value																							
Local govern ent taxes paya le on contract <i>input details in notes ta le elo</i>						9,56,79	96,717	96,717	96,717	96,717	96,717	96,717	96,717	96,717	96,717	1,665	1,665	1,665	1,1	1,	1,	1,	1,56	
TOTAL PROGRAMME COST INCLUDING LOCAL GOVERNMENT TAXES																								
PAYMENT PROFILE <i>input details on ta</i>						6,	,	,	,	,	,	,	,	,	,	,	,	,6	,6	,6	,6	,6	,6	

CASHFLOW POSITION explain how any deficit will be met in notes to the financial statements				..%	1,000,000	1,500,000	1,000,000	1,500,000	1,000,000	1,500,000	1,000,000	1,500,000	1,000,000	1,500,000	1,000,000	1,500,000	1,659,777	1,19,511	1,1,77	1,5,1	1,59,7	1,9,9	1,1,91		
				..%	1,000,000	1,500,000	1,000,000	1,500,000	1,000,000	1,500,000	1,000,000	1,500,000	1,000,000	1,500,000	1,000,000	1,500,000	1,659,777	1,19,511	1,1,77	1,5,1	1,59,7	1,9,9	1,1,91		
					1,000,000																				
									-	-1,500,000	-1,000,000	-1,500,000	-1,000,000	-1,500,000	-1,000,000	-1,500,000	-1,000,000	-1,500,000	-1,000,000	-1,500,000	-1,000,000	-1,500,000	-1,000,000	-1,500,000	-1,000,000
2. Total Programme Cost																									



Weeks break between assignments.

act line 6

ould re-set after 2

## 2. Commodities

[illegible]

CHECK

TRUE

[illegible]

## 2.2 Disbursements





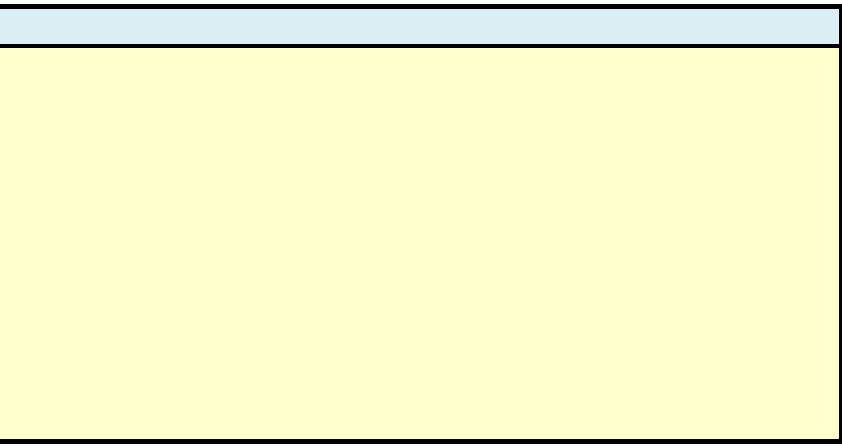


TABLE 1: CAPITAL EXPENDITURE, RENTAL AND HIRE PURCHASE IN LIEU OF PURCHASE

PURCHASING METHOD	DESCRIPTION	DETAILED DESCRIPTION	QUANTITY	UNIT COST	TOTAL	PURCHASE RATIONALE	
Capital purchase	Vehicle off-road	Toyota Land Cruiser Prado 1 Model				One off Purchase-For movement within each field office and for road trips	
Capital purchase	Office equipment	Laptop Computers [Dell Latitude 14] with accessories		6	2,	One off Purchase-To serve staff across different locations	
Capital purchase	Office equipment	Photocopiers		62		One off Purchase- One for each location	
Capital purchase	Office equipment	Laserjet printers - B/W [HP P1102]				One off Purchase-One for each location	
Capital purchase	Office equipment	Laserjet printers - Colour [HP Pro M125a]				One off Purchase-For colour print work	
Capital purchase	Other equipment details	Camera [Canon EOS T DSLR]				One off Purchase- For knowledge management and documentation	
Capital purchase	Office equipment	Projectors [Epson VS230]		22		One off Purchase- For periodic presentations	
Capital purchase	Other equipment details	Inverter [Sukasa 1.5 KVA]			2,6	One off Purchase- For uninterrupted work	
Capital purchase	Office equipment	Scanners [Fujitsu ScanSnap IX500]		6	2, 6	One off Purchase - One for each location	
Capital purchase	Office equipment	Projector Screen with Stand				One off Purchase- For periodic presentations	
Capital purchase	Office equipment	Servers Power Edge M10			2, 6	One off Purchase for Internet Connectivity	
Capital purchase	Office equipment	Routers, Switches & Access Points			-	Included above	
Capital purchase	Office equipment	Desktop Computers [Dell Optiplex 7020]		6		One off Purchase - For Admin Staff	
Capital purchase	Office equipment	Flipchart Stands			2, 2	One off Purchase - For Workshops	
Capital purchase	Office equipment	Paper Shredders		2	22	One off Purchase- for each location	
Capital purchase	Office equipment	Air conditioners [LG 1.5 Hp]				One off Purchase - For Cooling Office spaces	
Capital purchase	Office equipment	Water Dispensers		2		One off Purchase - One for each location	
Capital purchase	Office equipment	Microwave Oven		6		One off Purchase - One for each location	
Capital purchase	Office equipment	Refrigerators		2	6 6	One off Purchase - For keeping food items.	
Capital purchase	Office furniture	Office Furniture	1			One off Purchase -Includes furniture and accessories for all locations	
Capital purchase	Other equipment details	Electricity Generators [1.5 KVA]			2, 6 6	One off Purchase - For Electricity Backup in Field Offices	
Capital purchase	Other equipment details	Satellite Phones [Thuraya XTPro Dual]			26	6,	One off Purchase - For Vehicles
Capital purchase	Office equipment	Server Racks			2		One off purchase - for internet setup
Capital purchase	Office equipment	Network Equipment Racks		6	2		One off Purchase- For internet connectivity
Capital purchase	Office equipment	UPS 1.5 KVA APC		2,			One off Purchase - For Admin Staff
Capital purchase	Office equipment	External Network Drive			6		One off Purchase
					-		
					-		

CHECK TRUE

*The A uja offi e will e part of urre t Palladiu offi e setup, with östs shared with other proje ts for re t, a d servi es i ludi g ge erator a d se urity servi es. Setup i State offi es will e very lea , with öha itatio a d e eddi g with Gover e t u its i so e lo atio s.*



Job Family	International / Regional / National	Job Title	Technical Discipline	Level of Expertise	Team	Team Member's Name	Experience	Programme Term	Programme Phase	Country of Operation	No. of Days Year 1	No. of Days Years 2-7	Lead Organisation or Delivery Partner Name
Programme Leadership	International	Project Director	Public Health	Principal Expert	Core	Jawula Nye-wa	1+ years	Long term + others	Implementation	Nigeria	11		Palladium
Programme Leadership	National	National Team Leader	Medicine	Principal Expert	Core	Ibrahim Kaka	1+ years	Long term + others	Implementation	Nigeria	11		Palladium
Programme Leadership	National	Federal Team Leader	Medicine	Principal Expert	Federal	Aki Oye Akide	1+ years	Long term + others	Implementation	Nigeria	11		Palladium
Programme Leadership	National	State Team Leader Jigawa	Public Health	Senior Expert	State	Aduhlali Maiwada	1+ years	Long term + others	Implementation	Nigeria	11		Optima
Programme Leadership	National	State Team Leader Kaduna	Public Health	Senior Expert	State	Sikiratu Ahmadu	1+ years	Long term + others	Implementation	Nigeria	11		Optima
Programme Leadership	National	State Team Leader Kano	Public Health	Senior Expert	State	Dayyau Mahud Yusuf	1+ years	Long term + others	Implementation	Nigeria	11		SFH
Programme Leadership	National	State Team Leader Borno	Medicine	Senior Expert	State	Dr Susa Mshelia	1+ years	Long term + others	Implementation	Nigeria	11		SFH
Programme Leadership	National	State Team Leader Yobe	Public Health	Senior Expert	State	Jawa Ali	1+ years	Long term + others	Implementation	Nigeria	11		Palladium
Programme Leadership	National	Federal Lead	Finance & Investment	Senior Expert	Core	Martina Paage	1+ years	Long term + others	Implementation	Nigeria	11		Palladium
Programme Leadership	National	Operations Lead	Non-appliance	Senior Expert	Core	Keedy Yili	1+ years	Long term + others	Implementation	Nigeria	11		Palladium
Technical Advisor	National	Outreach Lead	Public Health	Senior Expert	Core	Afiya Gao	1+ years	Long term + others	Implementation	Nigeria	11		Optima
Technical Advisor	National	Outreach Lead	Public Health	Principal Expert	Core	Usa Gwarzo	1+ years	Long term + others	Implementation	Nigeria	11		Palladium
Technical Advisor	National	Outreach Lead	Public Health	Senior Expert	Core	Hajiya Fatima Muhammed	1+ years	Long term + others	Implementation	Nigeria	11		SFH
Technical Advisor	National	Federal Outreach Coordinator	Public Health	Expert	Federal	Oluseyi Aejide	1-2 years	Long term + others	Implementation	Nigeria			Optima
Technical Advisor	National	Federal Social Change Coordinator	Public Health	Expert	Federal	Beaso Ohezu	1-2 years	Long term + others	Implementation	Nigeria			SFH
Technical Advisor	National	As Outreach Coordinator Kaduna	Public Health	Expert	State	Elkasa Aliyu	1-2 years	Long term + others	Implementation	Nigeria			Optima
Technical Advisor	National	As Outreach Coordinator Jigawa	Public Health	Expert	State	Gara Idris	1-2 years	Long term + others	Implementation	Nigeria			Optima
Technical Advisor	National	As Outreach Coordinator Kano	Public Health	Expert	State	Usa Raka	1+ years	Long term + others	Implementation	Nigeria			Optima
Technical Advisor	National	As Outreach Coordinator Borno	Public Health	Expert	State	Mahamed Musa	1+ years	Long term + others	Implementation	Nigeria			Optima
Technical Advisor	National	As Outreach Coordinator Yobe	Public Health	Expert	State	Hussai Nagidada	1+ years	Long term + others	Implementation	Nigeria			Optima
Technical Advisor	National	HSS Coordinator Kaduna	Public Health	Expert	State	Muazu Haisu	1-2 years	Long term + others	Implementation	Nigeria			Palladium
Technical Advisor	National	HSS Coordinator Jigawa	Public Health	Expert	State	Aisu Alhassa	1-2 years	Long term + others	Implementation	Nigeria			Palladium
Technical Advisor	National	HSS Coordinator Kano	Public Health	Expert	State	Adukkadir Kagara	1-2 years	Long term + others	Implementation	Nigeria			Palladium
Technical Advisor	National	HSS Coordinator Borno	Public Health	Expert	State	Bukar Mshelia	1-2 years	Long term + others	Implementation	Nigeria			Palladium
Technical Advisor	National	HSS Coordinator Yobe	Public Health	Expert	State	Kaka Mustapha	1-2 years	Long term + others	Implementation	Nigeria			Palladium
Technical Advisor	National	Social Change Coordinator Kaduna	Public Health	Expert	State	Bashir Adau Bashir	1-2 years	Long term + others	Implementation	Nigeria			SFH
Technical Advisor	National	Social Change Coordinator Jigawa	Public Health	Expert	State	Farouk Umar	1-2 years	Long term + others	Implementation	Nigeria			SFH
Technical Advisor	National	Social Change Coordinator Kano	Public Health	Expert	State	Naila Isail	1-2 years	Long term + others	Implementation	Nigeria			SFH
Technical Advisor	National	Social Change Coordinator Borno	Public Health	Expert	State	Aare Galadi	1-2 years	Long term + others	Implementation	Nigeria			SFH

Lead Organisation Net Remunerated Daily Rate	Lead Organisation Total NPAC	Lead Organisation Total Profit	Gross Daily Rate Inc. NPAC and Profit	Annualised Remuneration Salary	Delivery Partner Net Invoiced Daily Rate	Delivery Partner Total Overhead	Delivery Partner Total Profit
		-1			-		
	1	-11		2	-		
1	1	1		6	-		
		-1	2	-	-	1	
	1	1		-	-		
				-	-		1
1	1	-		6	-		
		-1			-		
				6	-		
		1	22	-	-	1	
				2	2	-	
					-		
		1			-		1
		1			-		1
			22	-	-	11	
		1		-	-	1	
		1		-	-	11	
		1		-	-	1	
		1		-	-	1	
11				26.2	-		
11				26.2	-		
				6	-		
1		11		2	-		
1				2.2	-		
	1		2	-	-	1	1
	1	1	2	-	-	1	1
	1	1	2	-	-	1	1
				-	-		

NOTES

Please note that the NPAC and Profit allocated to the Lead Organisation, even where roles are provided by Delivery Partners represent the average fee that Palladium will apply to their fees. This is to show transparency between the rates involved from Delivery Partners to Palladium, and the rates charged by Palladium to DFID. Please also note that the NPAC and Profit allocated to show with the fee do not represent the full amount to be utilised. Please refer to the Total Programme Cost for the overall budget allocated to NPAC and Profit.



Technical advisor	National	Social Change Coordinator Yobe	Public Health	Expert	State	Musa Mayu	-1 years	Long term + others	Leptotia	Nigeria			SFH		1		2	-	-	1	1	1
Program leadership	Inter-ational	Project Director	Public Health	Principal Expert	Core	Jahil Nye-wa	1 + years	Long term + others	Leptotia	Nigeria	11	1,	Palladium			-1						
Program leadership	National	National Team Leader	Medicine	Principal Expert	Core	Ibrahim Kaka	1 + years	Long term + others	Leptotia	Nigeria	11	1,	Palladium		1	-11		2				
Program leadership	National	Federal Team Leader	Medicine	Principal Expert	Federal	Aki Oye Akide	1 + years	Long term + others	Leptotia	Nigeria	11	1,	Palladium		1	1	1		6,			
Program leadership	National	State Team Leader Jigawa	Public Health	Senior Expert	State	Adulahi Maiwada	1 + years	Long term + others	Leptotia	Nigeria	11	1,	Options			-1	2			1		
Program leadership	National	State Team Leader Kaduna	Public Health	Senior Expert	State	Sikiratu Ahmadu	1 + years	Long term + others	Leptotia	Nigeria	11	1,	Options		1	1						
Program leadership	National	State Team Leader Kano	Public Health	Senior Expert	State	Dayyau Mahmud Yusuf	1 + years	Long term + others	Leptotia	Nigeria	11	1,	SFH									
Program leadership	National	State Team Leader Borno	Medicine	Senior Expert	State	Dr Susa Mshelia	1 + years	Long term + others	Leptotia	Nigeria	11	1,	SFH									1
Program leadership	National	State Team Leader Yobe	Public Health	Senior Expert	State	Jahil Ali	1 + years	Long term + others	Leptotia	Nigeria	11	1,	Palladium		1	1			6,			
Program leadership	National	Finance Lead	Finance and Investment	Senior Expert	Core	Martins Pooeg	1 + years	Long term + others	Leptotia	Nigeria	11	1,	Palladium		1	-1						
Program leadership	National	Operations Lead	Non-applicable	Senior Expert	Core	Kenedy Yi	1 + years	Long term + others	Leptotia	Nigeria	11	1,	Palladium						6,			
Technical advisor	National	Outreach Lead	Public Health	Senior Expert	Core	Ajile Gado	1 + years	Long term + others	Leptotia	Nigeria	11	1,	Options			1	22			1		
Technical advisor	National	Outreach Lead	Public Health	Principal Expert	Core	Usman Gwarzo	1 + years	Long term + others	Leptotia	Nigeria	11	1,	Palladium						2, 2			
Technical advisor	National	Outreach Lead	Public Health	Senior Expert	Core	Hajiyah Fatima Muhammed	1 + years	Long term + others	Leptotia	Nigeria	11	1,	SFH									
Technical advisor	National	Federal Outreach Coordinator	Public Health	Expert	Federal	Oluseyi Aejide	1-1 years	Long term + others	Leptotia	Nigeria	11	1,1	Options			1				1	1	
Technical advisor	National	Federal Social Change Coordinator	Public Health	Expert	Federal	Beaso Oheji	1-1 years	Long term + others	Leptotia	Nigeria	11	1,1	SFH			1				1	1	
Technical advisor	National	Autonomous Coordinator Kaduna	Public Health	Expert	State	Elkasa Aliyu	-1 years	Long term + others	Leptotia	Nigeria	11	1,1	Options				22			11		
Technical advisor	National	Autonomous Coordinator Jigawa	Public Health	Expert	State	Garba Idris	-1 years	Long term + others	Leptotia	Nigeria	11	1,1	Options			1				1		
Technical advisor	National	Autonomous Coordinator Kano	Public Health	Expert	State	Usman Raka	1 + years	Long term + others	Leptotia	Nigeria	11	1,1	Options			1				11		
Technical advisor	National	Autonomous Coordinator Borno	Public Health	Expert	State	Mohamed Musa	1 + years	Long term + others	Leptotia	Nigeria	11	1,1	Options			1				1		
Technical advisor	National	Autonomous Coordinator Yobe	Public Health	Expert	State	Hussain Nagidada	1 + years	Long term + others	Leptotia	Nigeria	11	1,1	Options			1				1		
Technical advisor	National	HSS Coordinator Kaduna	Public Health	Expert	State	Muazu Harisu	-1 years	Long term + others	Leptotia	Nigeria	11	1,1	Palladium		11				26,2			
Technical advisor	National	HSS Coordinator Jigawa	Public Health	Expert	State	Abdullah Alhassan	-1 years	Long term + others	Leptotia	Nigeria	11	1,1	Palladium		11				26,2			
Technical advisor	National	HSS Coordinator Kano	Public Health	Expert	State	Adulkadir Kagara	-1 years	Long term + others	Leptotia	Nigeria	11	1,1	Palladium						6,			
Technical advisor	National	HSS Coordinator Borno	Public Health	Expert	State	Bukar Muhella	-1 years	Long term + others	Leptotia	Nigeria	11	1,1	Palladium		1	11			2,			
Technical advisor	National	HSS Coordinator Yobe	Public Health	Expert	State	Kaka Mustapha	-1 years	Long term + others	Leptotia	Nigeria	11	1,1	Palladium		1				2,2			
Technical advisor	National	Social Change Coordinator Kaduna	Public Health	Expert	State	Bashir Adam Bashir	-1 years	Long term + others	Leptotia	Nigeria	11	1,1	SFH			1	2			1	1	1
Technical advisor	National	Social Change Coordinator Jigawa	Public Health	Expert	State	Farouk Umar	-1 years	Long term + others	Leptotia	Nigeria	11	1,1	SFH			1	1	2			1	1
Technical advisor	National	Social Change Coordinator Kano	Public Health	Expert	State	Naila Ismail	-1 years	Long term + others	Leptotia	Nigeria	11	1,1	SFH			1	1	2			1	1
Technical advisor	National	Social Change Coordinator Borno	Public Health	Expert	State	Aare Galadi	-1 years	Long term + others	Leptotia	Nigeria	11	1,1	SFH									
Technical advisor	National	Social Change Coordinator Yobe	Public Health	Expert	State	Musa Mayu	-1 years	Long term + others	Leptotia	Nigeria	11	1,1	SFH			1	2			1	1	1

NOTES

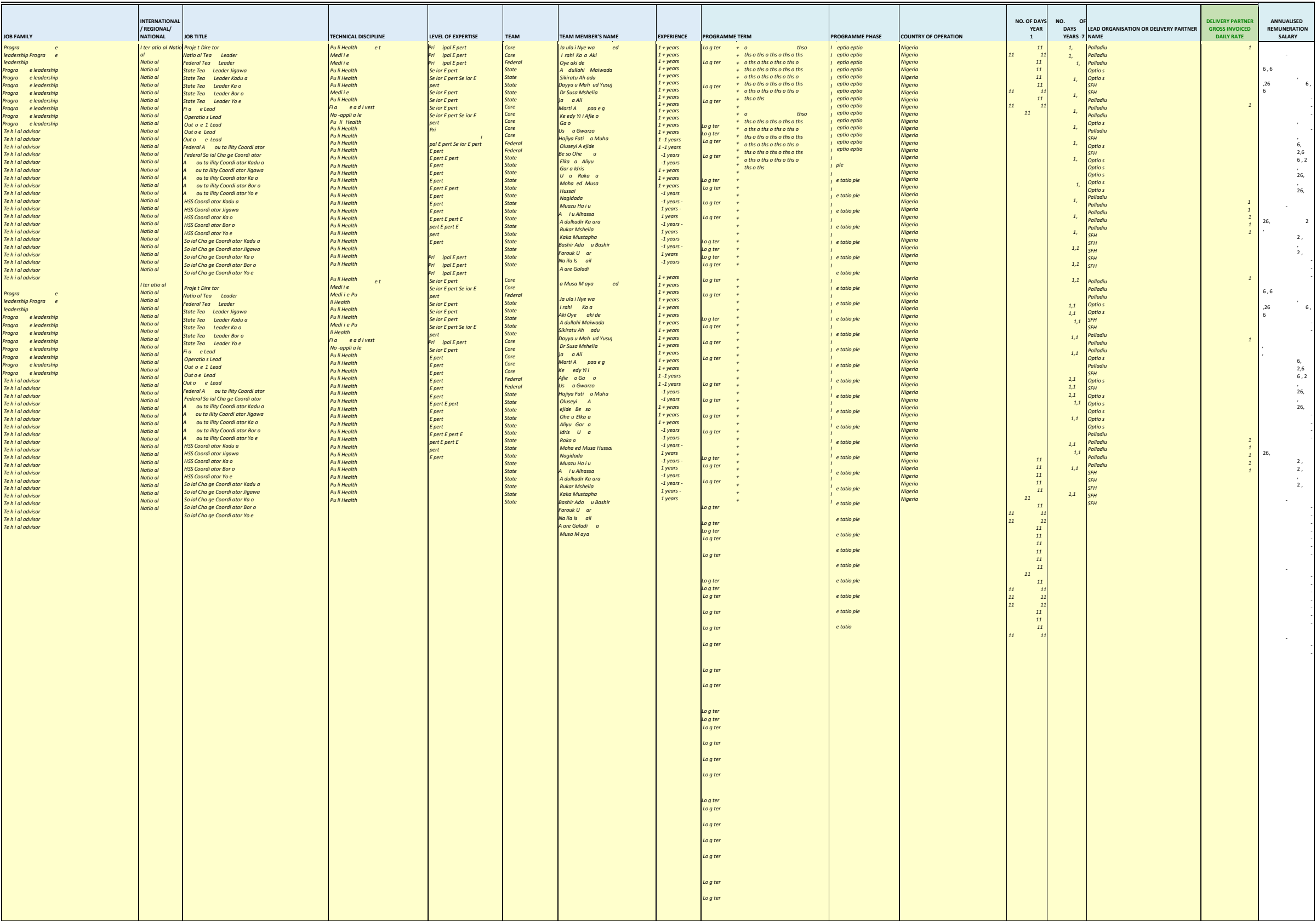
Please note that the NPAC and Profit allocated to the Lead Organisation, even where roles are provided by Delivery Partners represent the average fee that Palladium will apply to their fees. This is to show transparency between the rates involved from Delivery Partners to Palladium, and the rates charged by Palladium to DFID. Please also note that the NPAC and Profit allocated to show with the fee do not represent the full operational costs. Total Program Cost for the overall budget allocated to NPAC and Profit.

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**NOTES**

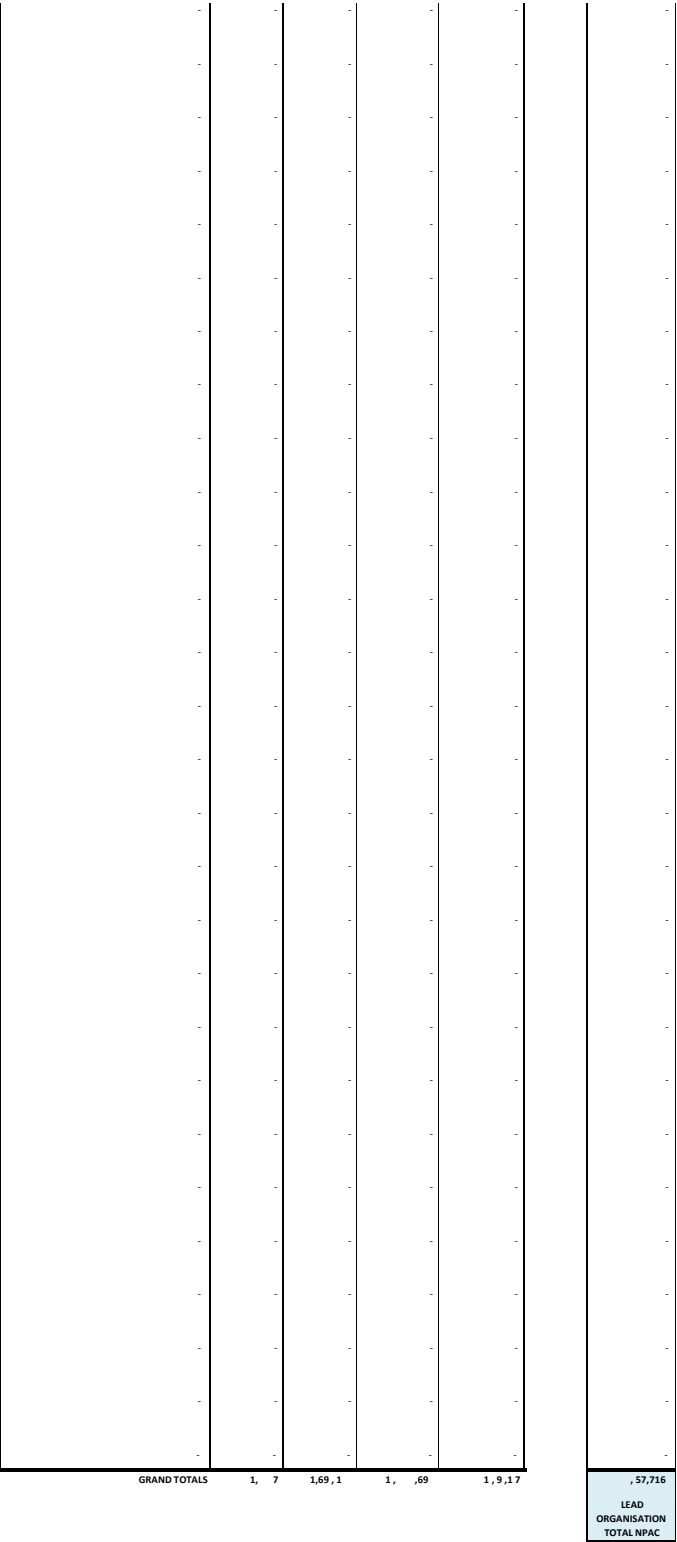
Please note that the NPAC a d Profit allocated to the Lead Orga isatio, eve how roles are provided y Delivery Part ers repret t e a age e t fee that Palladiu will apply to their fees. This is to show tra spare y etwee the rates i voi ed fro Delivery Part ers to Palladiu, a d the rates charged fro Palladiu to DFID. Please also ote that the NPAC a d Profit a ou ou show withi t e do ot repret t e full o tra t o tri utio. Please refer to ta. Total Progra e Cost for the overall u dget allocated to NPAC a d Profit.

Lo g ter  
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Partner gross invoiced rate x number of days in Y1 and in Ys -7						LEAD ORGANISATION TOTAL NPAC
JOB FAMILY	TOTAL DAYS ALL YEARS	TOTAL COSTS YEAR 1	TOTAL COSTS YEARS -7	TOTAL COSTS ALL YEARS		
Programme leadership	11	,	-	,		,
Programme leadership	11	6,	-	6,		,
Programme leadership	11	, 2	-	, 2		1,
Programme leadership	11	6, 2	-	6, 2		,
Programme leadership	11	,	-	,		, 1
Programme leadership	11	,626	-	,626		,
Programme leadership	11	, 6	-	, 6		, 1
Programme leadership	11	, 2	-	, 2		1,
Programme leadership	11	2, 6	-	2, 6		1,
Programme leadership	11	, 2	-	, 2		1, 1
Technical advisor	11	2,	-	2,		,
Technical advisor	11	,2	-	,2		1,
Technical advisor	11	,	-	,		,
Technical advisor		,	-	,		1,
Technical advisor		, 6	-	, 6		1,
Technical advisor		,6	-	,6		1,
Technical advisor		,	-	,		1,
Technical advisor		,	-	,		1,
Technical advisor		,	-	,		1,
Technical advisor		,2	-	,2		,
Technical advisor		,2	-	,2		,
Technical advisor		2,	-	2,		,
Technical advisor		,	-	,		, 1
Technical advisor		,	-	,		, 1
Technical advisor		6,	-	6,		1
Technical advisor		,2	-	,2		
Technical advisor		,2	-	,2		
Technical advisor		,	-	,		1,
Technical advisor		,	-	,		
	-	-	-	-		-
Programme leadership	1,	,	, 2	, 6		1, 1
Programme leadership	1,	6,	62,2	6 , 6		1,
Programme leadership	1,	, 2	,	,6		,

Programme leadership	1,	6, 2	,	6 , 2	,
Programme leadership	1,	,	,2	,2	,
Programme leadership	1,	,626	, 6	,22	, 1
Programme leadership	1,	, 6	,	2,	,
Programme leadership	1,	, 2	,	,6	,
Programme leadership	1,	2, 6	,	,	,
Programme leadership	1,	, 2	,	,	1 , 1
Technical advisor	1,	2,	2,2	2, 6	,
Technical advisor	1,	,2	, 2	26,2	1,
Technical advisor	1,	,	, 6	6 ,6	,
Technical advisor	1, 1	2,	2 ,	2 ,	,
Technical advisor	1, 1	2,	2 , 2	2 ,	,
Technical advisor	1, 1	6, 2	6 ,	,6	1,1
Technical advisor	1, 1	2,	2 ,	2 ,	,
Technical advisor	1, 1	2,	2 ,	2 ,	,
Technical advisor	1, 1	2,	2 ,	2 ,	,
Technical advisor	1, 1	2,	2 ,	2 ,	,
Technical advisor	1, 1	,	,	, 6	,
Technical advisor	1, 1	,	,	, 6	,
Technical advisor	1, 1	,	,26	,2	1 , 1
Technical advisor	1, 1	2,	2 ,	2 ,	1 ,
Technical advisor	1, 1	,6	6, 6	6 ,	1,
Technical advisor	1, 1	,	,	,	1,
Technical advisor	1, 1	,	,	,662	1,
Technical advisor	1, 1	,	,	,662	1,
Technical advisor	1, 1	, 2	,	,	,
Technical advisor	1, 1	,6	6,2	,	1, 1
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-



JOB FAMILY	TOTAL DAYS ALL YEARS	TOTAL COSTS YEAR 1	TOTAL YEARS - COSTS	TOTAL COSTS ALL YEARS
Program Leadership		6,2	2	26,62
Program Management				
Technical Advisor	2,		2,6	6,
Program Support and Administration		6,	6	2,
CHECK TOTALS AGREE TO ABOVE	TRUE	TRUE	TRUE	TRUE

## 2. Core, State , Federal Teams



TABLE 5: PROGRAMME TEAM OVERHEAD AND PROFIT TOTALS

JOB FAMILY	INTERNATIONAL / REGIONAL / NATIONAL	JOB TITLE	TECHNICAL DISCIPLINE	LEVEL OF EXPERTISE	TEAM	GRAMME TEAM DETAILS	EXPERIENCE	PROGRAMME TERM	PROGRAMME PHASE	COUNTRY OF OPERATION	NO. OF DAYS YEAR 1	NO. OF DAYS YEARS 7	LEAD ORGANISATION OR DELIVERY PARTNER NAME	DELIVERY PARTNER TOTAL OVERHEAD	GRAND TOTAL NPAC/ OVERHEAD	LEAD ORGANISATION TOTAL PROFIT	DELIVERY PARTNER TOTAL PROFIT	GRAND TOTAL PROFIT
Progra	Natio al	Proje t Dire tor	Pu II Health	et	Core	Ja ula I Nye wa ed	1+	Lo g ter	+ a	Nigeria	11	1	Palladiu	-	2	-	-	-
Leadership Progra	Natio al	Natio al Tea Leader	Medi i e	Pri ipal E pert	Core	I rahi Ka a	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Palladiu	-	2	-	-	-
Leadership	Natio al	Federal Tea Leader	Medi i e	Pri ipal E pert	Core	Aki Oye aki de	1+	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Palladiu	6	2	-	-	-
Leadership	Natio al	State Tea Leader Jigawa	Pu II Health	Se ior E pert Se ior E	State	A dullahi Maiwada	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	6	-	-	-
Leadership	Natio al	State Tea Leader Kadu a	Pu II Health	Se ior E pert	State	Sikiratu AH adu	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	6	2	-	-	-
Leadership	Natio al	State Tea Leader Bar a	Pu II Health	Se ior E pert	State	Dayya u Moh ud	1+	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	SFH	-	2	-	-	-
Leadership	Natio al	State Tea Leader Yo e	Medi i e	Se ior E pert	State	Yusuf	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Palladiu	-	6	-	-	-
Leadership	Natio al	Fi a e Lead	Pu II Health	Se ior E pert	Core	Dr Susa Mshelia	1+	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Palladiu	-	6	-	-	-
Leadership	Natio al	Operatio s Lead	Fi a e a d i vest	Se ior E pert Se ior E	Core	Ja a Ali	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Palladiu	-	2	-	-	-
Leadership	Natio al	Out o e 1	No -appli a	Se ior E pert	Core	Mari A paa e g	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	Lead Out o e	le Pu II Health	Pri	Core	Ke edy Yi i Afie	1+	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Palladiu	-	2	-	-	-
Leadership	Natio al	Lead	pal E pert Se ior E	i	Core	Uu a Gwarzo	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	Out o e Lead	Pu II Health	E pert	Federal	Hajjiya Fati a Muha	1+	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	SFH	-	2	-	-	-
Leadership	Natio al	Federal A ou ta ility Coordi ator	Pu II Health	E pert E pert	State	Oluseyi A ejide	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	2	6	-	-	-
Leadership	Natio al	Federal So ial Cha ge Coordi ator	Pu II Health	E pert	State	Be so Ohe u	1+	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	A ou ta ility Coordi ator Kadu a	Pu II Health	E pert	State	Eka a Aliyu	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	A ou ta ility Coordi ator Jigawa	Pu II Health	E pert E pert	State	Gar a dris	1+	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	A ou ta ility Coordi ator Ka o	Pu II Health	E pert	State	U a Raka a	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	A ou ta ility Coordi ator Bar a	Pu II Health	E pert	State	Maha ed	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	A ou ta ility Coordi ator Yo e	Pu II Health	E pert	State	Musa Hussal	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	HSS Coordi ator Kadu a	Pu II Health	E pert E pert E	State	Nagidada	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	HSS Coordi ator Jigawa	Pu II Health	E pert	State	Musau Ha i u	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	HSS Coordi ator Ka o	Pu II Health	E pert	State	A i u Alhassa	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	HSS Coordi ator Bar a	Pu II Health	E pert	State	A dukladir Ka ara	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	HSS Coordi ator Yo e	Pu II Health	E pert	State	Bukar Mshelia	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator Kadu a	Pu II Health	Pri ipal E pert	State	Kaka Mustapha	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator Ka o	Pu II Health	Pri ipal E pert	State	Bashir Ada u Bashir	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	Pri ipal E pert	State	Farouk U ar	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator Yo e	Pu II Health	Se ior E pert	Core	Na ila ls ail	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	Proje t Dire tor	Medi i e	Se ior E pert Se ior E	Core	A are Galadi ed	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	Natio al Tea Leader	Medi i e	Se ior E pert	Core	a Musa M aya	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	Federal Tea Leader	Pu II Health	Se ior E pert	Federal	Ja ula I Nye wa	1+	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	State Tea Leader Jigawa	Pu II Health	Se ior E pert Se ior E	State	I rahi Ka a	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	State Tea Leader Kadu a	Health Pu II	Se ior E pert	State	Aki Oye aki de	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	State Tea Leader Bar a	Health Pu II	Se ior E pert	Core	A dullahi Maiwada	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	State Tea Leader Yo e	Medi i e	E pert	Core	Sikiratu AH adu	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	Fi a e Lead	Pu II Health	E pert	Core	Dayya u Moh ud	1+	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	Operatio s Lead	Fi a e a d i vest	E pert	Core	Yusuf	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	Out o e 1	No -appli a	E pert	Federal	Dr Susa Mshelia	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	Lead Out o e	le Pu II Health	E pert	Core	Ja a Ali	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	Lead	Pu II Health	E pert	Core	Mari A paa e g	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	Out o e Lead	Pu II Health	E pert E pert	Federal	Ke edy Yi i Afie	1+	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	Federal A ou ta ility Coordi ator	Pu II Health	E pert	State	Uu a Gwarzo	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	Federal So ial Cha ge Coordi ator	Pu II Health	E pert	State	Hajjiya Fati a Muha	1+	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	A ou ta ility Coordi ator Kadu a	Pu II Health	E pert E pert E	State	Oluseyi A	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	A ou ta ility Coordi ator Jigawa	Pu II Health	E pert	State	ejide Be so	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	A ou ta ility Coordi ator Ka o	Pu II Health	E pert	State	Ohe u Eka	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	A ou ta ility Coordi ator Bar a	Pu II Health	E pert	State	a Aliyu Gar	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	A ou ta ility Coordi ator Yo e	Pu II Health	E pert	State	U dris U a	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	HSS Coordi ator Kadu a	Pu II Health	E pert	State	Rata a	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	HSS Coordi ator Jigawa	Pu II Health	E pert	State	Maha ed Musa	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	HSS Coordi ator Ka o	Pu II Health	E pert	State	Hussal Nagidada	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	HSS Coordi ator Bar a	Pu II Health	E pert	State	Musau Ha i u	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	HSS Coordi ator Yo e	Pu II Health	E pert	State	A i u Alhassa	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator Kadu a	Pu II Health	E pert	State	A dukladir Ka ara	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator Jigawa	Pu II Health	E pert	State	Bukar Mshelia	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator Ka o	Pu II Health	E pert	State	Kaka Mustapha	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator Bar a	Pu II Health	E pert	State	Bashir Ada u Bashir	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator Yo e	Pu II Health	E pert	State	Farouk U ar	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Na ila ls ail	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator Yo e	Pu II Health	E pert	State	A are Galadi a	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Musa M aya	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Ja ula I Nye wa	1+	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	I rahi Ka a	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Aki Oye aki de	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	A dullahi Maiwada	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Sikiratu AH adu	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Dayya u Moh ud	1+	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Yusuf	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Dr Susa Mshelia	1+	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Ja a Ali	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Mari A paa e g	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Ke edy Yi i Afie	1+	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Uu a Gwarzo	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Hajjiya Fati a Muha	1+	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Oluseyi A	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	ejide Be so	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Ohe u Eka	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	a Aliyu Gar	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	U dris U a	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Rata a	years 1	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-
Leadership	Natio al	So ial Cha ge Coordi ator	Pu II Health	E pert	State	Maha ed Musa	1-1 years	Lo g ter	+ ths o ths o ths o ths o	Nigeria	11	1	Optio s	-	2	-	-	-

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719,7	,77,6	,56,76	1,1,596	,57,7
DELIVERY PARTNER TOTAL OVERHEAD	GRAND TOTAL NPAC/ OVERHEAD	LEAD ORGANISATION TOTAL PROFIT	DELIVERY PARTNER TOTAL PROFIT	GRAND TOTAL PROFIT

E pert Band	International Rate	National Rate	Average Rate
Principal E pert	£ .	£ .	£6 .
Senior E pert	£ .	£ .	£6 .
E pert	£ .	£ .	£ .
Assistant E pert	£ .	£2 .	£2 .
Generalist/Administration	£2 .	£ .	£2 .

Definition of Expert Bands	
Principal Expert	Internationally recognised expert in their field with exceptional knowledge of the subject area and extensive sectoral and / or regional expertise. Will have outstanding capabilities to conceptualise, design, and deliver complex interventions in a timely fashion. It is expected that a principal consultant will have a minimum of 15 years professional experience relevant to their field.
Senior Expert	Exceptional knowledge of the subject area with extensive sectoral and / or regional expertise and proven ability to translate theory into practice. Will have proven capability to undertake team leader functions and provide quality assurance of other consultants work. It is expected that a senior consultant will have a minimum of 10 years professional experience relevant to their field.
Expert	Thorough theoretical knowledge of the subject area with proven ability to translate theory into practice. Will have proven capability to provide quality assurance of other consultants work. Will have recognised, independently verified qualifications, i.e. through professional body membership. It is expected that a consultant will have a minimum of 5 years professional experience relevant to their field.
Assistant Expert	Strong theoretical knowledge of the subject area with proven ability to translate theory into practice together with recognised, independently verified qualifications, ie through professional body membership. It is expected that an assistant consultant will have a minimum of 2 years professional experience relevant to their field.
Generalist/Admin	Generalist staff with ability to carry out the relevant management and administrative activites including finance, logistics as required to deliver the programme activities..
International Expert	An international expert is an individual whose assignment takes place outside his/her home country or



National Expert	A national expert who is an individual whose assignment takes places in his/her home country or place of
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Table Rate Card

E pert Definitions

Table 2 Volume Discounts

Volume Discounts	%
Deployments > 6 months	2. %
Deployments > 2 months	. %
Deployments > months	. %

HAS BEEN CALCULATED MUST BE ENTERED IN THE NOTES BOX AT THE FOOT OF THIS TAB.

QUANTITY MUST BE PROVIDED AND A DESCRIPTION OF HOW IT

QUANTITY MUST BE PROVIDED AND A DESCRIPTION OF HOW IT HAS BEEN CALCULATED MUST BE ENTERED IN THE NOTES BOX AT THE FOOT OF THIS TAB.

LOCALITY	DEPARTURE COUNTRY	DEPARTURE AIRPORT	ARRIVAL COUNTRY	ARRIVAL AIRPORT	MODE OF TRANSPORT	PRODUCT DESCRIPTION	QUANTITY	UNIT COST	TOTAL
International	United Kingdom	Heathrow	Nigeria	Auja	Aeroplane	For international European flights	1	6.6	6.6
National	Nigeria	Various	Nigeria	Various	Aeroplane	For local flights within Nigeria	1	1	1
National	Other details in Notes Box	Various	Other details in Notes Box	Various	Taxi	Airport Transfers Taxi	1	1	1
International	United Kingdom	Heathrow	Nigeria	Auja	Aeroplane	Visa and other travel costs	1	1	1
TOTAL TRAVEL COSTS									9.79

Table 1. International flights covers return flights between UK and Nigeria and potentially other countries. National flights are within Nigeria for travels between States for project activities. Airport transfers will cover costs of a driver and vehicle for travellers home to airport and try of departure and also pick up costs from try of arrival to hotel and estimate of trips per traveller. Visa and other travel costs covers average costs of procuring Visa.

Table. Covers the Hotel Accommodation costs for Core Team only as estimated, costs for wider team is included in activities costs.

Table covers the DSA/Per diem for core team only, costs for wider team is included in activities costs.

TABLE : ACCOMMODATION						
PROGRAMME TERM	COUNTRY	TYPE OF ACCOMMODATION	PRODUCT DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Long term + others	Nigeria	Hotel	Hotel stay for programme activities	11	1	11
TOTAL ACCOMMODATION COSTS						

SUMMARY TO TAB	
International	1
National	2
Regional	1

QUANTITY MUST BE PROVIDED  
AND A DESCRIPTION OF HOW IT  
HAS BEEN CALCULATED MUST BE ENTERED IN THE NOTES BOX AT THE FOOT OF THIS TAB.

QUANTITY	UNIT COST	TOTAL
		6 ,2 2
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		-
		6 ,2 2

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TABLE : FUND MANAGEMENT TEAM COST Lead Organisation net remunerated rate + Delivery Partner



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2.6 Fund Management Team



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FUND MANAGEMENT GEOGRAPHY	JOB TITLE	TECHNICAL DISCIPLINE	LEVEL OF EXPERTISE	TEAM MEMBER'S NAME	EXPERIENCE	PROGRAMME TERM	PROGRAMME PHASE	COUNTRY OF OPERATION	NO. OF DAYS YEAR 1	NO. OF DAYS LEAD ORGANISATION OR DELIVERY PARTNER YEARS -5 NAME
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TABLE 1: FUND MANAGEMENT TEAM DETAILS

-	-	-	-	-	-
LEAD ORGANISATION TOTAL NPAC	DELIVERY PARTNER TOTAL OVERHEAD	GRAND TOTAL NPAC/ OVERHEAD	LEAD ORGANISATION TOTAL PROFIT	DELIVERY PARTNER TOTAL PROFIT	GRAND TOTAL PROFIT

NOTES

. NPAC			
LEAD ORGANISATION NPAC			
TABLE 1: CLASSIFY NPAC INTO COST CATEGORIES AND DEFINE METHOD FOR SHARING			
	Facility Cost- ased allo atio	People Servi es & Busi ess Servi es Cost- ased allo atio	Ho e Offi e & Busi ess U it Cost- ased allo atio
TABLE : ALLOCATE programmes' SHARE OF NPAC COST CATEGORIES USING METHODOLOGY			
	Facility	People Services & Business Services	Ho e Office & Business Unit
NPAC	Cost- ased allocation	Cost- ased allocation	Cost- ased allocation
	6 , 2 , ,6	,6 , , ,	, , , 62 , ,
	2 , 66, 2	6 , 6,6	2 , 2,
IS progra e rogra e	% %	6% 1 %	% 1 %
TABLE : CALCULATE ORGANISATIONAL NPAC			
	Facility	People Services & Business Services	Ho e Office & Business Unit
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			, 62,6
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gra e	%	%	%
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TABLE 5: ANNUAL TOTALS	
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to align operating expenses with the efficiency of the cost base. To provide a more accurate picture of the cost of the business, the related operating expenses are pooled at Global and Company levels and allocated to the relevant cost centres. The allocation is based on the relative size of the cost centres. The allocation is based on the relative size of the cost centres. The allocation is based on the relative size of the cost centres.

NPAC COST CLASSIFICATION AND SHARING METHODOLOGY					
COMBINED FOR TEMPLATE COMPLETION PURPOSES					
	<b>Home Office Direct (HOD)</b> - Home Office Expense which encompasses Global Governance, Global Finance, Global Treasury and Banking, Global Policy and Risk Management, Global Strategy and Development, Global Insurance - Apportioned 30% to Cost Base of HOD and 70% to Cost Base of HOP	<b>Home Office People (HOP)</b> - Home Office Expense which encompasses Global Governance, Global Finance, Global Treasury and Banking, Global Policy and Risk Management, Global Strategy and Development, Global Insurance - Apportioned 30% to Cost Base of HOD and 70% to Cost Base of HOP	<b>Business Services (BS)</b> - Accounting, Project Finance, Commercial Finance, Audit and Tax Prep Services, Contract Compliance, Treasury and Banking Facility, ERP Depreciation and Maintenance, Global Finance and Audit Allocation	<b>Business Unit (BU)</b> - Business operating expenses (e.g. Applied Facility cost on Indirect Labour, overhead projects classified as Project Operations, Technology Infrastructure, Business Partnership Management, Business Growth and Client Relations, Research and Development, Royalty and IP Licensing) not included in other pools. Includes both a portion of Support Functions and Governance and Strategic Development operating expense types.	<b>Business Facility (BF)</b> - Facility cost for London and Bristol offices applied to Palladium Labour based on the working site of the resource and in proportion to the direct and indirect labour cost.
	Cost Based Allocation - Direct Costs excluding Labour with Benefits and Allowances, and Consultant Costs that are not Reimbursable	Cost Based Allocation - Direct Labour with Fringe, Project Labour including Allowances, Consultants excluding Reimbursable Expenses	Cost Based Allocation - Total Direct Costs excluding Grants and Significant Front-Line Delivery Costs	Cost Based Allocation - Direct Labour with Fringe, Project Labour including Allowances, Consultants excluding Reimbursable Expenses	Cost Based Allocation - Total Labor Cost assigned to Palladium Facility

**People Services (PS)** - Human Resources, Compensation Structure Admin, Human Resources Information System, Consultant Management System, Recruiting, Employee Performance Management, Employee Performance Compensation

Cost Based Allocation Direct Labour with Fringe, Project Labour excluding Allowances, Consultants excluding Reimbursable Expenses



. Variance

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Natio al travel **input details on ta** .



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Staffi g	o itori g a d evaluatio osts	input details in NOTES TABLE elo				-	-
Travel, su siste	e a d a o	odatio	input details in NOTES TABLE elo			-	-
Other	o itori g a d evaluatio osts	input details in NOTES TABLE elo				-	-
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Field offi e spa e re t, utilities et						2,	2,
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E pert fees e.g. auditors' fees						-	-
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TOTAL DIRECT PROGRAMME COSTS AND NPAC						2,6	2,6
Contract profit						,62,	,62,
Fund value						6,,	6,,
TOTAL PROGRAMME COST INCLUDING PROFIT/SURPLUS, BEFORE LOCAL GOVERNMENT TAXES							
Local govern	ent taxes paya le on contract	input details in notes tale elo				-	-

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**Department  
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Development**

	<i>Core Tea</i>	
<b>Staff Costs</b>	<i>U its</i>	<i>Rate</i>
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<i>Operatio al Lead ore tea o ly</i>	, . 6	.
<i>State/Federal Lead</i>	, . 6	2 . 2
<i>Te h i al E perts</i>	,6 .	2 . 2
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<b>Running Costs</b>		
<i>Se urity guards</i>		
<i>Se urity e uip e t</i>		
<i>Other se urity osts</i>		
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<i>Field offi e spa e re t, utilities et</i>		
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<i>Other offi e osts</i>	.	2,2 .
<i>Staff trai i g</i>		
<i>E pert fees e.g. auditors' fees</i>		
<b>Total Office Running Costs</b>		
<b>Total Cost for Office</b>		

	<i>Federal Tea</i>		
<i>Total Core Tea</i>	<i>U its</i>	<i>Rate</i>	<i>Total</i>
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