



Foreign & Commonwealth Office

CALL-OFF CONTRACT

Framework Agreement with: Adam Smith International

Framework Agreement for: Conflict Stability and Security Framework (CPG/798/2015)

Call-Off Contract For: PO 8395 - Anti-Corruption in Nigeria Programme

I refer to the following:

1. The above mentioned Framework Agreement

2. Your proposal of 19 October 2018

and I confirm that FCO requires you to provide the Services as stated in the attached Statement of Requirement and, under the Terms and Conditions of the Framework Agreement which shall apply to this Call-Off Contract as if expressly incorporated herein.

3. Commencement and Duration of the Services

3.1 The Supplier shall start the Services no later than **24 June 2019** ("the Start Date") and Services shall be completed by **23 June 2022** ("the End Date") unless the Call-Off Contract is terminated or extended in accordance with the Terms and Conditions of the Framework Agreement and by contract variation.

4. Recipient

4.1 Authority requires the Supplier to provide the Services to DFID Nigeria ("the Recipient").

5. Financial Limit

5.1 Payments under this Call-Off Contract shall not exceed **£4,499,999** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the Statement of Requirements and schedule of Prices and Rates.

6. Officials

6.1 The Authority Project/Contract Officer is:

Contract Officer:

[REDACTED]

Programme Officer:

[REDACTED]

7. Key Personnel

7.1 The following of the Supplier's Personnel cannot be substituted by the Supplier without the Calling-Off body's prior written consent:

Title	Name
Programme Director	
Team Director	
Team Leader and Prosecution Lead	
Detection Lead	
Investigations Lead	
Adjudication Lead	
MEL Adviser	
Anti-Corruption Technology Adviser	
Strategic Detection Adviser	
Strategic Investigations Adviser	
Strategic Prosecutions Adviser	
Strategic Adjudication Adviser	

8. Reports

8.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Attachment 2

9. Duty of Care

- 9.1 Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Agreement) engaged this Call-Off Contract will come under the duty of care of the Supplier. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
- 9.2 Unless otherwise agreed, the Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified the call-off Authority in respect of:
- Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-Off Contract;
 - Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.
- 9.3 The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- 9.4 The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-Off Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- 9.5 Where the call-off Authority is providing any specific security arrangements for Suppliers in relation to the Call-Off Contract, these will be detailed in the Terms of Reference/Statement of Requirements.

10. Call-Off Contract Signature

- 10.1 If the original Form of Call-Off Contract is not returned to the Contract/Project Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-Off Contract void.

For and on behalf of
The Secretary of State for
Foreign and Commonwealth Affairs

Name:

Position:

Signature:

Date:

For and on behalf of Adam Smith International

Name:

Position:

Signature:

Date:

