

CALLDOWN CONTRACT

Framework Agreement with: Oxford Policy Management Limited

Framework Agreement for: Wealth Creation

Framework Agreement Purchase Order Number: PO 5929

Call-down Contract For: The Centre for Global Disaster Protection – Managing Agent

Contract Purchase Order Number: PO 8183

I refer to the following:

1. The above mentioned Framework Agreement dated 29 February 2012
2. Your proposal of 29 January 2018
3. Your revised Commercial Proformas submitted on 17 July 2018
4. Contract Management Plan agreed on 02 August 2018

and I confirm that DFID requires you to provide the Services (Annex A), under the Terms and Conditions of the Framework Agreement which shall apply to this Call-down Contract as if expressly incorporated herein.

1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than 06 August 2018 ("the Start Date") and the Services shall be completed by 31 January 2020 ("the End Date") with the option to extend by a further 18 months if the transition process is not completed in this time frame unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

- 2.1 DFID requires the Supplier to provide the Services to DFID Private Sector Department ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £2,562,339 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

Payment Basis

The applicable payment basis will be in accordance with the Schedule of Prices as detailed in Annex B.

In the General Conditions, the following clauses lay out the contract reporting requirements, (together known as the **Contract Reporting Requirements**), the provisions of Clause 12 (Monitoring of Contract Performance), Clause 13 (Progress & Financial Reports) & Clause 14 (Open Book Accounting and Audit).

DFID acknowledges that OPM prepared its commercial proposal to meet DFID's previous requirements on contract reporting and not the Contract Reporting Requirements.

DFID acknowledges that at commencement of the contract OPM may be unable to comply with the Contract Reporting Requirements, consequently DFID agrees to a phased approach to introduce the Contract Reporting Requirements within the first two months of contract signature or within four weeks of a request to by DFID whichever is earlier.

6. Reports

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

7. Duty of Care

All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call-down Contract will come under the duty of care of the Supplier:

1. 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.
 2. 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 DFID in respect of:
 - 2.1. 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-down Contract;
 - 2.2. 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-down Contract.
 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.
 4. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down 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.
- I. Where DFID is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

8. Intellectual Property

- 8.1 The following clause shall be inserted in the General Conditions at Clause 24.2.

24.2A In relation to universities and research institutions (together "**Research Organisations**") the Supplier shall ensure that the following clauses shall be inserted in any Sub-contract:

- 24.2A.1 All intellectual property rights in all material (including but not limited to reports, data, designs whether or not electronically stored) produced by the Research Organisation or the Research Organisation's Personnel pursuant to the performance of the Services ("the Material") shall be the property of the Research Organisation.
- 24.2A.2 The Research Organisation hereby grants to DFID a perpetual, world-wide, non-exclusive, irrevocable, royalty-free licence to use all the Material.
- 24.2A.3 For the purpose of this Clause, "use" shall mean, without limitation, the reproduction, publication and sub-licence of all the Material and the intellectual property rights therein, including the reproduction and sale of the Material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

9 Call-down Contract Signature

- 9.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within 15 working days of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.

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

Name:

Position:

Signature:

Date:

For and on behalf of
Oxford Policy Management Limited

Name:

Position:

Signature:

Date: