



FAO Price Waterhouse Coopers Department for International Development Abercrombie House Eaglesham Road EAST KILBRIDE Glasgow G75 8EA

Telephone: East Kilbride 01355 84 4000 Directline:

File Ref:

Your Ref: PO 7243

Date: 4 August 2016

Contract Amendment No: 2

CONTRACT FOR: Good Governance Fund

CONTRACT NUMBER: PO 7243

With reference to the contractual letter dated 5th November 2015 (as most recently amended by the letter of 5 April 2016) whereby your firm Price Waterhouse Coopers was engaged to deliver the Terms of Reference for the Good Governance Fund and with reference to your emails of 17th June, 12th July, 13th July 2016, 26th July 29th July and 1st August, I confirm that the UK Government wishes to make the following amendment to the letter of 5th November 2015:

Section 4, Appendix A

3. Financial Limit

3.1

Delete "Payments under this call-down contract shall not, exceed £10,000,000 ("the financial limit") and is exclusive of any government tax, if applicable as detailed in Annex B"

Insert "Payments under this call-down contract shall not, exceed £20,000,000 ("the financial limit") and is exclusive of any government tax if applicable as detailed in Annex B"

3.2

Delete "This is a multi-year CSSF funded programme with year 1 funding identified only"

Insert "This is a multi-year CSSF funded programme with funding approved up to end of March 2017 only"

5. Key Personnel

Delete the table listed and insert the table below.



	1.47

ADD the following

9. Sub Contract Terms and Conditions

"DFID and the supplier have agreed that the supplier's sub-contract with BBC Media Action will vary the standard DFID terms and conditions for Intellectual Property Rights (Clause 21) and The Official Secrets Act (Clause 26) in accordance with the suppliers proposal of 03 May 2016. This variation to DFID's standard terms and conditions is permitted within the suppliers sub-contract with BBC Media Action only."

CI 21 Intellectual Property

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

21.2. The Supplier hereby grants to DFID a perpetual, world-wide, non-exclusive, irrevocable, royalty-free licence (save in respect of payments due to collecting societies) to use all the Material.

21.3. For the purposes of Clause 21.2 "use" shall mean without limitation, the reproduction and publication of all the Material in full and the intellectual property rights therein to the extent permitted including the reproduction of the Material and products incorporating the same for use for the purpose of the Good Governance Fund Project.

21.4. DFID shall not have the right to sell or sub-licence the Material without the prior written permission of the Supplier's sub-contractor which is the BBC;

21.5 DFID acknowledge and agree that any use of data arising out of research findings and evaluations shall only be used in a way that maintains the anonymity of the person that such data relates to.

CI 26 Official Secrets Act

26.1 The Supplier may only disclose HMG's Confidential Information to its staff and sub-contractors who are directly involved in the provision of the Services and who need to know the Confidential Information, and shall ensure adherence to any additional safeguards required at the call off stage and will ensure that staff are aware of and shall comply with these obligations as to confidentiality and security classifications as necessary.





Section 4, Annex A – Call Down Contract Terms of Reference

Delete in toto and **replace** with Good Governance Fund – Managed fund: Terms of Reference Updated June 2016

Add – Addendum 1 -The Good Governance Fund Technical Proposal for Contract Extension dated 17th June 2016

Add – Addendum 2 – Summary of GGF Clarifications

Add – Addendum 3 - GGF Contract Extension updated pipeline 160726

Section 4 Appendix A, Annex B Schedule of Prices

Delete in toto and replace with Section 4 – Appendix A – Annex B Schedule of prices August 2016

This amendment relates to an increase of £10m to the financial limit up to March 2017 increasing the fund value and incorporating the Ukraine into the Managed fund from 17 July 2016.

2. 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 amendment[s set out herein.

3. Please note the provision in the contractual letter that the financial limit of the UK Government's liability to the Supplier under this engagement shall not exceed the sum specified unless the amount of any such excess has been agreed by the Department for International Development in writing before the Supplier takes any action which might result in the financial limit being exceeded.

For and on behalf of the Secretary of State	Name:
for International Development	Position:
	Signature:
	Date:
For and on behalf of	Name:
Dries Waterbauge Coopers	
Price Waterhouse Coopers	Signature:

Enc

CB11 (March 2014)