

**Section 4**  
**SPECIAL CONDITIONS**

**1. DFID Officials**

1.1 The Contract Officer is:  
Redacted  
Department for International Development  
Abercrombie House,  
Eaglesham Road,  
East Kilbride,  
Glasgow,  
G75 8EA

Telephone: +44 (0)1355 Redacted

1.2 The Project Officer is:  
Redacted  
Department for International Development  
Abercrombie House,  
Eaglesham Road,  
East Kilbride,  
Glasgow,  
G75 8EA

Telephone: +44 (0)01355 Redacted

**2. Additional Documents to be included in this Contract**

The following documents are included in and form part of the Contract in addition to Sections 1-5 inclusive:

- ReBUILD Budget Extension Proposal dated, May 2016
- Your technical proposal of 12<sup>th</sup> February 2010.
- Your letter and attachment of 26 July 2010 in response to post tender clarification questions.

**3. Key Personnel**

The following of the Supplier's Personnel cannot be substituted by the Supplier without DFID's prior written consent:

Redacted	Research Director
Redacted	Research Director
Redacted	Research Director

**4. Sub-Contractors**

The Supplier has DFID's consent to appoint the following sub-contractors:

Institute for International Health and Development, Queen Margaret University  
Makerere University, Uganda  
College of Medicine and Allied Health Services, Sierra Leone  
Biomedical Research and Training Institute, Zimbabwe  
National Institute of Public Health

And all other subcontractors referred to in the technical proposals as found in clause 2, Special Conditions.

## 5. **Intellectual Property Rights**

Clause 21 of Section 2 shall be deleted and replaced by the following provisions:

"14 Any reports or documents prepared or information or inventions produced by or on behalf of the Supplier relating to the Contract and all intellectual property rights therein shall be the property of the Crown. The Supplier hereby assigns to the Crown all intellectual property rights in the above mentioned material generated by the Supplier in the performance of the Contract and waives all moral rights relating to such materials."

(Use of this Clause should be considered if it is in DFID's interests to retain exclusive IPR perhaps where work for either DFID or the Recipient is of a highly sensitive nature (either economic/commercial/political/technical)).

## 6. **Medical Insurance**

The Supplier is responsible for ensuring adequate and appropriate medical insurance cover before beginning work overseas under a DFID contract for services. The Supplier's fee is deemed to include an element to cover the cost of medical insurance.

It is not the responsibility of the local DFID office, British Embassy or High Commission to meet the cost of the Supplier's medical care nor to make arrangements for evacuation in a medical emergency, although they will provide assistance if they can. On arrival, the Supplier should report to the DFID local office, British Embassy or High Commission with details of medical insurance arrangements in case of a medical emergency.

## 7. **Virement of funds**

"DFID permits that a virement of funds up to a limit of 10% within the expenses budget lines is approved as long as the overall financial limit is not exceeded"

## 8. **Invoicing**

Invoices should be submitted quarterly in arrears and in accordance with clause 19 of Section 2.

## 9. **Branding**

9.1 The Supplier will collaborate with DFID and proactively look for ways to build support for development and raise awareness of DFID's funding. The Partner will explicitly acknowledge DFID's funding, in written and verbal communications about activities related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of DFID's "UK aid – from the British people" logo ('UK aid logo') in accordance 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 Partner.

9.2 The Supplier will provide a visibility statement of how and when they will acknowledge funding from DFID and where they will use the UK aid logo, which should be approved by DFID. The Supplier will include reference to this in its progress reports and annual reviews.

- 9.3 Suppliers 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 should be equal to that of other co-donors making contributions of equivalent amounts to the programme or project.

## Appendix A

### DFID Statement of Priorities and Expectations for Suppliers

This Statement sets out the expectations that DFID has of external organisations with which it works, alongside standard elements of good practice. It outlines the activities and behaviours we expect organisations we work with which include policies and practices relevant to DFID and wider HMG priorities. DFID is committed to acting responsibly and with integrity, being transparent and accountable, focusing on poverty and development impact and continually improving value for money.

Partner organisations should demonstrate commitment to poverty reduction and to DFID's priorities including work undertaken in fragile or conflict affected states, for girls and women, youth engagement, climate change and wealth creation.

DFID expects partner organisations to:

1. Act responsibly and with integrity by:
  - a. making available a statement of compliance with key legislation and international principles on labour, social and environmental matters;
  - b. demonstrating commitment through actively seeking and making a positive contribution to development, social and environmental sustainability through its business activities;
  - c. pursuing and adhering to anti-discrimination policies, with particular attention to girls and women;
  - d. applying risk management processes that assure a zero tolerance approach to tax avoidance, corruption, bribery and fraud throughout the supply chain;
  - e. engaging supply chain partners in a way that is consistent with DFID's treatment of its suppliers or partners (when pricing, in subsequent service delivery, or in partnership agreements), and demonstrating this to DFID where required;
  - f. building local capacity by proactively seeking ways to develop local markets and institutions;
  - g. safeguarding the integrity and security of their systems, for example, as per the HM Government Cyber Essentials Scheme<sup>1</sup>;
  - h. ensuring that UK Government funding provided is not used in any way that contravenes the provisions of applicable terrorism legislation.
  
2. Be transparent – in relation to organisational practices and the use of government funding by:
  - a. publishing a statement of how delivery on social and environmental values are articulated;
  - b. making available a list of relevant policies together with a description of measures of how these are put into practice (e.g. supplier codes on fraud & corruption, due diligence);
  - c. demonstrating commitment to ethical codes of conduct, for example through membership/signatory of codes, both directly and within the supply chain, e.g. conventions, standards or certification bodies (such as ETI, UNGC, Global Reporting Initiative, Extractive Industries Transparency Initiative), as appropriate;
  - d. publishing reports as a minimum on an annual basis, on environmental, social and governance performance (including but not limited to improving the lives of girls and women, Environmental, or Sustainability Reports).
  - e. Publishing DFID funding data in accordance with the International Aid Transparency Initiative (IATI) standard
  
3. Be Accountable - whether in every day and exceptional situations by:
  - a. developing and implementing policies that address the need for remedy and redress if things go wrong, in line with the UN Guiding Principles on Business and Human Rights<sup>2</sup> ;

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<sup>1</sup> as per the HM Government Cyber Essentials Scheme  
<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>;

- b. actively seeking to promote the involvement of people in the business decisions that affect their lives.
4. Support DFID priorities and objectives by:
- a. sharing innovation and knowledge to maximise overall development impact in ways that do not adversely impact competitive advantage;
  - b. supporting wider HM Government Policy initiatives including the support of SMEs, prompt payment, Human Rights and modern slavery issues and the support of economic growth in developing countries.
5. Improve Value for Money – demonstrate and continually strive to improve value for money in all that they do by:
- a. actively seeking to maximise international Aid or Development results whilst maintaining or reducing costs throughout the life of the programme;
  - b. budgeting and pricing realistically and appropriately to reflect programme requirements and risk levels over the life of the programme;
  - c. being honest and realistic about capacity and capability;
  - d. accepting that DFID works in challenging environments, acting to manage uncertainty and change in ways that protects value with government funding;
  - e. proactively pursuing continuous improvement to reduce waste and improve efficiency in internal operations and within the supply/delivery chain;
  - f. incorporating fair but not excessive rewards;
  - g. implementing a transparent, open book approach which enables scrutiny on value for money choices;
  - h. avoiding the use of restrictive exclusivity agreements;
  - i. providing assurance that the policies and practices of supply/delivery chain partners and affiliates are aligned to the expectations outlined in this statement;
  - j. applying pricing structures that align payments to results and reflect an appropriate balance of performance risk;
  - k. Accepting accountability and responsibility for performance, with timely identification and resolution of issues ensuring lessons learned are shared.

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<sup>2</sup> [https://www.unglobalcompact.org/issues/human\\_rights/The\\_UN\\_SRSG\\_and\\_the\\_UN\\_Global\\_Compact](https://www.unglobalcompact.org/issues/human_rights/The_UN_SRSG_and_the_UN_Global_Compact)