

CALLDOWN CONTRACT

Framework Agreement with: GRM International

Framework Agreement for: DFID Wealth Creation Framework Agreement

Framework Agreement Purchase Order Number: PO 5929

Call-down Contract For: Market Development Services Transforming the Economy through Climate Smart Agribusiness (NU-TEC) project

Contract Purchase Order Number: PO 6991

I refer to the following:

1. The above mentioned Framework Agreement dated 28 January 2013
2. Your proposal of 8th January 2015 and revised commercial pro-forma dated 12th June 2015.

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 4 May 2015 ("the Start Date") and the Services shall be completed by 3 May 2020 ("the End Date") 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 the - poor smallholders and agricultural labourers in Northern Uganda. ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £14,417,611 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B. **OR**

When Payments shall be made on a 'Milestone Payment Basis' the following Clause 28.1 shall be substituted for Clause 28.1 of the Framework Agreement.

28. Milestone Payment Basis

- 28.1 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At

each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of DFID.

When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 28.1 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

4. DFID Officials

4.1 The Project Officer is:

*

4.2 The Contract Officer is:

*

5. Key Personnel

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

*

6. Reports

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

7. Call-down Contract Signature

7.1 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.

8 Break Points

8.1 The key review points for the Programme and Contract are at the end of the Inception Phase, annually and at the mid-term as described in the Terms of reference and as listed below:

I After 4 months from the start date, to review the Team Leader position, with backup support from *, Technical Director and GRM as required to the end of the Inception Phase, ensuring continuity of service throughout the Inception period and beyond.

8.2 The Supplier shall use reasonable endeavours to keep its financial commitments limited to the

duration of each phase to avoid unnecessary expense in the event of early variation or termination of this contract.

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

Name: *

Position: Contract Officer

Signature:

Date: 8 July 2015

For and on behalf of
GRM International

Name:

Position:

Signature:

Date:

* text redacted under the exemptions set out by the Freedom of Information Act