

## CALLDOWN CONTRACT

**Framework Agreement with:** Chemonics International

**Framework Agreement for:** International Multi-Disciplinary Programme Framework

**Framework Agreement Purchase Order Number:** 8073

**Call-down Contract For:** Nepal Climate Change Support Programme 2 – Climate Fund Management and Climate Finance Capacity Building

**Contract Purchase Order Number:** 10005

I refer to the following:

1. The above mentioned Framework Agreement dated **1 May 2019**;
2. Your proposal of **9 October 2019**

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 **12 December 2019** ("the Start Date") and the Services shall be completed by **11 December 2022** ("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 Government of Nepal and the people of Nepal. Key Stakeholders will include the Ministry of Forests and Environment, Ministry of Finance, Local Governments and Provincial Government. ("the Recipient").

**3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not, exceed **£9,999,896** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

**4. Officials**

**DFID**

- 4.1 The Contract Officer is:  
**REDACTED**

- 4.2 The Project Officer is:  
**REDACTED**

**Supplier**

4.3 Project Officer is:

**REDACTED**

## **5. Key Personnel**

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

<b>Name</b>	<b>Designation</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>

## **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**

7.1 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:

- I. 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.
- II. 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:
  - II.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;
  - II.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.
- III. 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.
- IV. 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.
- V. 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. Limitation of Liability**

8.1 The Supplier's limit of liability shall be as provided for in Clause 35.2 of Section 2 (Standard Terms and Conditions) unless a different amount is provided for below in which event that different amount shall apply.

Supplier's Limit of Liability for the purposes of Clause 35.2 shall be £10M.

Where DFID has inserted a figure in this paragraph 8, then the reference to Financial Limit in Clause 35.2 shall instead be a reference to the limit of liability set out here.

## **9. Monitoring of Call-down Contract Performance**

9.1 The Supplier shall comply with the performance monitoring conditions set out in Annex A.

## **10. Commercial Caveats**

10.1 The following commercial caveats shall apply:

- Fees will only be paid for productive days or whilst travelling at DFID's request.
- DFID will not pay for a day of rest following travel, either Overseas or in the UK.
- DFID will only pay for security services which have been mutually agreed in advance and at cost.
- DFID will not reimburse costs for normal tools of the trade (e.g. portable personal computers).
- Rented accommodation should be used whenever possible and in particular for Long Term visits.
- Hotel accommodation should be compliant with the expenses policy and justified on the basis of Value for Money, with costs kept to a minimum.
- Receipts must be retained for all expenses.
- As detailed elsewhere in the tender documents, DFID will only pay for expenses e.g. travel, subsistence and accommodation at actual cost within the pre-agreed policy.

## **11. Extension Options**

11.1 DFID will reserve the right to extend the contract timeframe by up to 12 months. The total contract value shall not exceed £9,999,896 including all extension options.

## **12. Call-down Contract Signature**

12.1 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

Name:

Position:

Signature:

Date:

**Call-down Contract**

**Terms of Reference**

**Nepal Climate Change Support Programme 2 (NCCSP 2)**

**Climate Fund Management and Climate Finance Capacity building component**

**Introduction**

The Nepal Climate Change Support Programme (NCCSP) is the Government of Nepal's flagship programme to support climate change adaptation and resilience planning and implementation at the local level. NCCSP Phase 1 (NCCSP1 2013 – 2017) worked with communities to design and implement Local Adaptation Plans of Action (LAPAs). Since 2017 till date the transition of phase of NCCSP 1 is being implemented. The new phase of NCCSP (NCCSP2) was started in February 2019 and the inception phase is completed.

Under NCCSP2, Government implementation will be supported by the main TA provider. Financial support is provided by DFID Nepal under the Climate Smart Development Programme as agreed between DFID Nepal and the Government of Nepal (GoN). As defined in the Theory of Change (ToC), the overall goal of NCCSP2 is to increase the resilience of vulnerable communities to existing climate related shocks and future climate change. NCCSP2 has three key outcomes:

- Mainstream inclusive climate resilience in development planning;
- Improved management of diverse sources of climate finance by Municipalities;
- Vulnerable communities benefitted from effective service delivery that improves climate resilience.

Four key outputs will be delivered to achieve the goals and objectives:

1. Capacity of Federal, Provincial and Local Governments strengthened to plan, design, budget, implement and sustain climate resilient investments that are socially inclusive;
2. Larger-scale multi-year inclusive climate resilient plans and infrastructure in water, agriculture, and forestry implemented by Municipalities;
3. Fund flow and reporting mechanisms operationalised for managing climate finance; and
4. Coordination, knowledge generation and evidence-based decision-making improved;

NCCSP2 will be implemented in up to 54 Municipalities (rural and urban municipalities) with main focus in Province 6 (Karnali Province) and as per the need in Province 7 (Sudur Paschim Province) and Province 5, targeting approximately 950,000 climate vulnerable people. Support will also be provided to the Ministry of Forests and Environment (MoFE) and Provincial Governments.

**Approval Status** – The DFID Secretary of State and Federal Government of Nepal/Ministry of Finance) have approved NCCSP2. DFID Nepal has engaged with the Ministry of Forests and Environment (MoFE) and agreed engagement with the local governments to develop specific funding proposals for NCCSP finance and co-finance for financial year 2019/2020.

## Recipient

The primary recipients of this ToR work will be the Government of Nepal and the people of Nepal. Key stakeholders will include the Ministry of Forests and Environment, Ministry of Finance, Local Governments and Provincial Government.

## Requirement for Fund Management

The fund management arrangement is required because at the time of procurement, the project was designed to continue the NCCSP1 funding modality i.e. the TA provider would support delivery of the project through established local government systems, with physical works paid for using Financial Aid through those government systems. The subsequent move to new federal structures has resulted in the need to change this arrangement. A Fiduciary Risk Assessment conducted by DFID Nepal on the newly established local governments highlighted the high fiduciary risks involved in providing financial aid to the new, low capacity, local governments. As a result, it has been agreed with the GoN that funds for NCCSP2 will be provided directly i.e. managed by the fund manager rather than through the GoN treasury system. In turn this means that NCCSP2 now requires a fund manager to undertake:

- I) **Fund management** of finances to deliver climate resilient project and in particular;
- II) **Channel implementation funds** to contractors and user groups and other activities commissioned by the local governments;
- III) **Build capacity** of local governments in NCCSP2 to manage climate funds; and
- IV) **Learn lessons** on the financial capacity and fund flow mechanisms

## Phasing, Timeframe & Budget

This is an interim arrangement. The aim is to move to NCCSP2 funding through GoN systems as soon as possible, ideally by June 2020. However, this may not be possible. As a result, this contract will be let for up to three years, to manage a maximum of £10m of funding (it is anticipated that this figure may be substantially smaller). This threshold of fund includes administrative cost, staffing resources, (up to 10% of £10m) that are required.

In the 2019/2020 26 municipalities will be supported with an allocation of 12 million Nepali Rupees (£85,000) per municipality per year. In years 2, 3 and 4, this will increase to around £100,000 per year and an increasing number of municipalities. The table below show the indicative scale up plan under the programme.

GoN FY	Nos of Municipalities	Total cost
19/20	26 (75 projects approx.)	£2,000,000
20/21	34 (100 projects approx.)	£4,000,000
21/22	48 (75 projects approx.)	£3,000,000

It is expected that for that by the fiscal year 2022/2023 all implementation funding will be delivered using GoN systems with at least half (and ideally all) of the projects delivered using GoN systems in 2021/2022. DFID Nepal will retain the option to extend the contract both in time and value if additional financial years delivery is required. In addition, it is anticipated that the local governments will require continued financial management support, regardless of which funding modalities are being implemented.

## **Funds flow mechanism**

The NCCSP2 budget will be categorized as a conditional grant. The grant making process with Municipalities will operate under Memorandum of Understanding (MoUs) between Municipalities and the main NCCSP2 TA. Under these agreements Municipalities can enter into contracts, if and when required, with User Committees (UCs)/contractors to undertake the work. On behalf of the main TA provider, the fund manager will undertake the treasury function and pay the UCs and contractors. The main TA provider will act as Quality Inspector and verify the quality of the deliverables and recommend to the Fund Manager for the payment.

The Fund Manager will check the documentation provided by the local governments which are verified and recommended for payment by the main TA provider. In this process, the Fund Manager will work closely with the local government and will support to build the financial capacity of the local government under the grant agreement (MoU).

The Fund Manager will have to produce a detailed fund management manual prior to commencement of this work, in consultation with the main TA provider. The fund management manual should have clear approval and governance arrangements. The fund management manual will provide DFID Nepal and the GoN with a detailed insight into the approval process and the flow of funds, and the checks and balances in the system.

In accordance with the Climate Resilience Development Planning (CRDP) process, projects will be selected from the Municipality development plan, screened for climate risks, and designed with additional consideration of climatic factors by the Municipality. The main TA provider will provide TA for building capacity of the Municipality for selection, planning, design and supervision. The Municipality will reach an agreement (contract) with the UC for implementation. Where the value of the project exceeds the value permitted for direct implementation by the UC or the Municipality will procure a contractor in accordance with the Public Procurement Act and Municipality procurement guidelines. Projects implemented by the UC will be the property of the UC, whereas those implemented by the Municipality will be owned by the Municipality.

## **Scope of work**

### **I) Fund management of finances to deliver climate resilient projects**

Fund management TA is required to ensure that payments are made following the appropriate procedures, accounts are maintained, and relevant audits and financial checks are carried out to safeguard funding of up to 56 local governments. This will require financial capacity at the Federal, Provincial (field hub level in Surkhet, Karnali Province) and finance officer capacity in the 12-14 local government cluster offices

### **II) Channel implementation funds for works contracts.**

A managed fund of up to £10m is required to allow works identified by the local governments to be paid for. In effect this fund simply replaces the financial aid mechanism until the Local governments have reduced fiduciary risks to allow direct funding. All funds will be 'passed through' the NCCSP2 fund management account (and any necessary sub-accounts) to pay for works commissioned by local governments and approved by main TA provider.

III) **Building capacity** of local governments in NCCSP2 to plan for and manage climate funds is an important outcome that the TA will be required to contribute to. The aim being to improve the capacity of local governments to budget, fund and account for climate finance so that they can receive climate finance directly as soon as possible – but without exposing climate financiers e.g. the Green Climate Fund to unacceptable fiduciary risk.

IV) **Learn lessons** on the financial capacity building needs, risks and most effective fund flow mechanisms to deliver climate finance to Local Governments in Nepal and inform the design of national climate fund flow mechanisms for both GoN and international climate finance

### **Results-based payment modality**

There will be a milestone-based payments modality with payments to UCs made when approved by the Municipality, verified by the TA provider and countersigned by TA provider, in accordance with the contracts between the Municipality and UC/contractor. Upon achievement of agreed milestones by UCs/contractors (e.g. 25% on signing contracts, 50% on completion of physical works, 25% on completion report), The fund manager will pay UCs/contractors and then invoice DFID Nepal for reimbursement. Payment schedules will be designed to give a positive cash flow, but with sufficient incentive to complete the works to a high standard and sustainability.

The Fund Manager will be required to make payment on behalf of main TA provider and hence the Fund Manager will report to the main TA provider.

The main TA provider will be responsible to both MoFE and DFID Nepal for reporting on the financial progress achieved in general and whether agreed upon project and/or contract payment milestones have been delivered.

### **Roles and responsibilities**

Under the agreed modality, implementation will follow GoN and Municipality procedures in procurement, design, implementation and management (technical and financial) of services and works and financial procedures. The breakdown of these activities is given below.

**Municipality** - Municipalities will be accountable for adherence to their procedures e.g. procurement, reporting, payment terms, public audits etc. to ensure Value for Money.

- Requesting (with full justification and supporting documentation) the fund manager to make payments to UCs/contractors (after approval by the main TA provider).
- Prepare technical and financial progress reports of NCCSP2 financed activities in its regular progress reports, with the support of the fund manager.

### **Fund manager – (this Terms of Reference)**

- Pays eligible and agreed upon costs to UCs and Contractors;
- Requests DFID Nepal to make payments into the account;
- Reports to TA provider and to DFID Nepal and MoFE if a request is made by TA provider
- Undertakes accounting for financial aid expenditure;
- Supports financial capacity development activities through supporting implementation
- Financial reporting



**Implementing TA: The implementing TA is main TA Provider.** The key responsibility of implementing TA is verification of technical works and approving payments others include:

- Assist in selection and preparation of designs and delivery of CRDPs to deliver in partnership with local governments;
- Moderates the development and design of MoUs, such as between local government and user committees;
- Supervises procurement and contracting process, given 'no-objection' authority;
- Quality Assures the work undertaken by User Committees and private contractors;
- Undertakes compliance and verification checks, including spot checks;
- Participates in joint monitoring visits.

## **Reporting and monitoring**

The Fund manager will be responsible for providing regular progress and financial updates to the main TA provider as an integral part of the implementation function and be responsible for the financial reporting function on the implementation fund to the DFID Nepal and MoFE.

These regular reports will include:

1. **Monthly reports** - providing an overview of progress against the work plan, expenditure for the month and revised forecast for the next month, the first month report will review the first year's work plan, and establish a revised plan, procurement plan and financial plan for the first year. This report will identify any risks and constraints to delivery of the objectives of the programme. The report will be submitted within 10 working days of the month end.
2. **Quarterly reports** – providing an overview of progress against the work plan for the quarter, with expenditure compared against budget with explanations of variances, progress against work plan and NCCSP2 log frame milestones. The report will also report on procurement for the quarter and provide revised estimates of expenditure and procurement for the rest of the financial year. The expenditure will include expenditure through the financial aid mechanism, and report on performance of woredas and regions against their work plans.
3. **Annual reports** - providing similar information as the quarterly report but also work plans, procurement plans and budgets for the coming year, updated NCCSP2 log frame with actuals against milestones. The report will be submitted within 30 working days of the year end and replace the quarterly report for that quarter

DFID Nepal will be proactive and support flexibility and adaptability in response to the ever-changing context in delivering the outputs.

## **Exit Strategy**

The fund manager contract may end within two years from the signing of the contract, subject to improvement on the capability as reported in the FRA and we adopt financial aid

to the Government of Nepal. An exit paper should be drawn in consultation with Main implementing TA, Government of Nepal and DFID Nepal.

### **Skills, resources and personnel requirements**

The fund management staff will be physically co-located in Kathmandu, Surkhet and Municipality TA teams' offices TA to ensure close collaboration in fund management and delivery and share office space to ensure VFM.

Any potential supplier should ensure that they propose a team with the adequate skills and experience necessary along with the best balance of international/national skills to adequately deliver against these terms of reference.

The team should have sufficient personnel who could manager the fund in effective and efficient manner at different levels of the Government of Nepal

An indicative staffing schedule is set out below. This is indicative only and bidders should recommend their own staffing structures to deliver the scope of work set out above.

- Kathmandu office – Fund Manager, PFM expert (2positions)
- Regional Surkhet Office – Fund Manager, Accounts Officer and PFM Expert (3 positions),
- Municipality cluster support – Fund Officers (Up to 12-14 positions)

### **Risk management:**

The main TA provider as the lead TA and Municipalities will enter into agreements covering the support to be provided and setting out the necessary requirements to receive payments. This will include the payment modalities and actions to be delivered by the fund management TA. Under these agreements Municipalities can enter into agreements or contracts with Users' Committees (UCs) or contractors to undertake the work. The fund manager will undertake the treasury function and pay the UCs, when the main TA provider and the Municipalities approves the payment based on the agreed performance indicators and the correct certification documentation being in place.

The main TA provider is responsible for ensuring that the project activities are climate resilient and compliant with the project guidelines. The Municipalities will have responsibility for ensuring that procurement adheres to the local procurement procedures and that relevant Government of Nepal procurement, financial management and reporting systems are followed.

The main risk holder will remain the main TA provider who will be responsible for ensuring compliance before approving payments by the fund manager and who owns the risk for the overall NCCSP programme.

However, the Fund Manager will have the following responsibilities to fulfil which will support the main TA provider to manage the risk. Bidders are asked to propose how the risks associated with the following responsibilities will be mitigated:

- i) The Fund Manager will ensure that all necessary documentation is valid and correct before releasing payments (all payments will be into bank accounts);
- ii) The Fund Manager will be responsible for making timely payments (e.g. within 7 working days) of approval by the main TA provider;
- iii) The fund manager will be responsible for maintaining the project account;
- iv) The fund manager will be responsible for responding to audit requests by DFID or GoN;
- v) The Fund Manager will be responsible for reporting suspected fraud or misuse of funds;

- vi) The Fund Manager will be responsible for suspending payments where there are concerns of misuse of funds;
- vii) The Fund Manager will be responsible for providing support to their staff should they be placed under pressure to make payments that are not fully supported by the appropriate documentation.

### **Outputs and timeline**

1. Financial management guidelines – October 2019;
2. Fund Management staff in place October 2019;
3. Financial monitoring reports trimesterly (in line with GoN FY);
4. Lessons learnt and recommendations report May every year
5. Year-end Financial reports and audits every year

### **Additional Requirements**

#### **Fraud and Corruption**

The Fund Manager will be responsible for conducting due diligence on all potential sub-contractors or downstream partners in line with DFID requirements. DFID has a zero-tolerance approach to corruption. The Fund Manager will have full responsibility for monitoring and mitigating the risk of fraud and corruption in any required procurement and delivery of the required interventions.

#### **Transparency**

DFID has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same. DFID requires Fund Manager receiving and managing funds, to comply with regulations and to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.

#### **UK Aid Branding**

Partners selected to receive funds will be required to use the UK Aid logo on materials, except in exceptional circumstances which would prevent this (e.g security concerns).

Software (e.g. apps and online tools) used for collection of data, and fieldwork (e.g. online surveys) will also be required to use the UK Aid logo unless there is a mitigating issue.

#### **Scale Up/Down**

The Fund Manager will commit to being fully prepared in the event any decision that is made to scale up (increase) or scale down (decrease) the scope of the Programme (i.e. in relation to the Programme's inputs, outputs, deliverables, outcomes and budget during the course of the contract.

DFID reserves the right to scale back or discontinue this contract at any point (in line with our Terms & Conditions), if it is not achieving the results anticipated.

#### **Delivery Chain Mapping**

Before engaging with the private sector, civil society or multilateral partners DFID requires the directorate to map out a delivery chain as part of the due diligence/tender process. This delivery chain should include all levels from grassroots delivery up to DFID reporting. As a minimum it should include details of:

- The name of all downstream delivery partners and their functions
- Funding flows (e.g. amount, type) to each delivery partner
- High-level risks involved in programme delivery, mitigating measures and associated controls.

### **Small & Medium Enterprises (SME's)**

DFID is expected to report to central government on the levels of contracted work being allocated to SME and other sub-contracted organisations. It is now a requirement to provide details regarding the levels of direct and indirect departmental SME spend with major suppliers to the cross-government SME Small Business Policy team working on this initiative

### **Safeguarding**

DFID requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with DFID suppliers and programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.

- The Fund Manager must demonstrate a sound understanding of the ethics in working in this area and applying these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. The Fund Manager will be required to include a statement that they have duty of care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to DFID;
- A commitment to the ethical design and delivery of evaluations including the duty of care to informants, other programme stakeholders and their own staff must be demonstrated.
- DFID does not envisage the necessity to conduct any environmental impact assessment for the implementation of the Issue based programme. However, it is important to adhere to principles of “Do No Harm” to the environment.

### **General Data Protection Regulations**

Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Appendix A and the standard clause 33 in section 2 of the contract.

## Duty of Care

As part of DFID's Duty of Care policy, DFID Nepal has assessed the country and project risks (see below) to allow NCCSP 2 to take reasonable steps to mitigate those risks.

### DFID Overall Project/ Intervention Summary Risk Assessment Matrix

Project / intervention Title: **Nepal** Climate Change Support Programme

Location: **NEPAL**

Date of assessment: **October 2018**

Assessing official: **REDACTED**

*Note that this risk assessment will be re-examined at the point of transition between the design phase and the implementation phase*

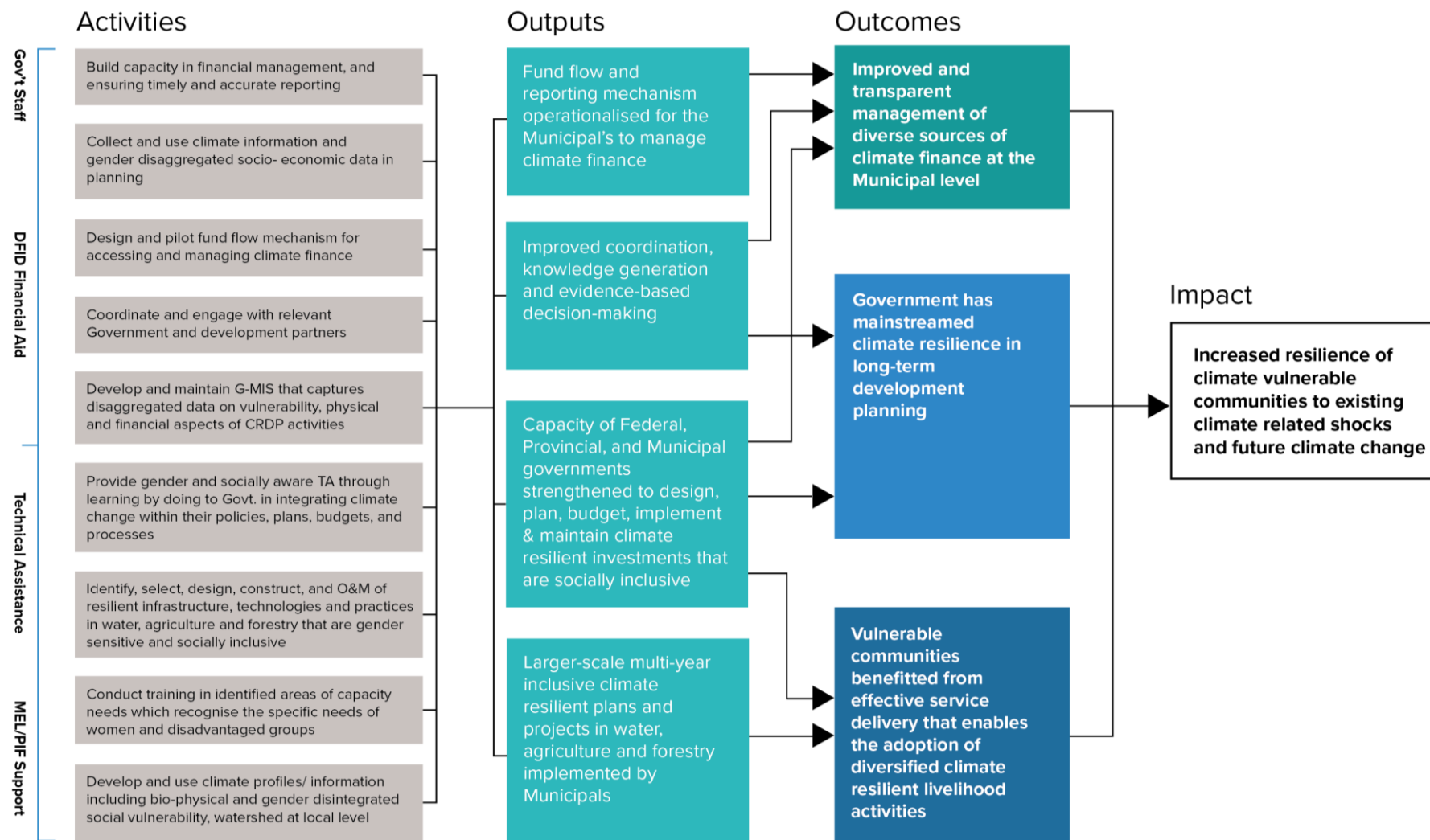
Theme	DFID Nepal Risk score	
	Kathmandu and Pokhara	All other parts of Nepal
OVERALL RATING <sup>1</sup>	2 – Low Risk	2 – Low Risk
FCO travel advice	1	1
Host nation travel advice	n/a	n/a
Transportation	3	4
Security	2	2-3
Civil Unrest	2	3
Espionage	2	2
Violence/crime	2	2
Terrorism	3	3
War	1	1
Hurricane	1	1
Earthquake	4	4

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<sup>1</sup> The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value. <sup>ii</sup> This is categorised as 4 in remote hill/mountain districts.

Flood	2	3		
Landslides	3	3		
Medical Services	2	3 <sub>ii</sub>		
Nature of project	3			
1 Very Low Risk	2 Low Risk	3 Medium Risk	4 High Risk	5 Very High Risk
Low		Medium	High Risk	

## ANNEX I: NCCSP THEORY OF CHANGE





Department  
for International  
Development



## **Annex B – Additional Information Hyperlink**

Please use the following link to receive access to: -

- DFID NCCSP 2 Business Case
- DFID NCCSP 2 Annual Reviews



## Appendix A of Contract Section 3 (Terms of Reference) Schedule of Processing, Personal Data and Data Subjects

This schedule must be completed by the Parties in collaboration with each-other before the processing of Personal Data under the Contract.

The completed schedule must be agreed formally as part of the contract with DFID and any changes to the content of this schedule must be agreed formally with DFID under a Contract Variation.

Description	Details
<b>Identity of the Controller and Processor for each Category of Data Subject</b>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract.</p> <p>1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the <b>Parties are independent Controllers</b> in accordance with Clause 33.3 in respect of the following Personal Data necessary for the administration and /or fulfilment of this contract.</p>
<b>Subject matter of the processing</b>	
<b>Duration of the processing</b>	
<b>Nature and purposes of the processing</b>	
<b>Type of Personal Data [and Special Categories of Personal Data]</b>	
<b>Plan for return and destruction of the data once processing complete.</b>	<b>(UNLESS requirement under EU or European member state law to preserve that type of data)</b>