

CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR : Forest Governance Markets and Climate (FGMC)
PURCHASE ORDER NUMBER : PO 6872

THIS CONTRACT is made

BETWEEN : The Secretary of State for International Development at the Department for International Development, Abercrombie House, Eaglesham Road, East Kilbride, G75 8EA ("DFID");

AND : KPMG East Africa Limited ("Supplier")
whose principal place of business, or, where the Supplier is a company, whose registered office is situate at C/O Kross Border Corporate Services, St Louis Business Centre, Corner Desroches & St Louise Streets, Port Louis, Mauritius

(together "the Parties").

WHEREAS:

- A. DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to DFID (the "Recipient"); and
- B. the Supplier has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract shall be comprised of the following documents:

Section 1	Form of Contract
Section 2	General Conditions
Section 3	Terms of Reference
Section 4	Special Conditions
Section 5	Schedule of Prices

This Contract constitutes the entire agreement between the Parties in respect of the Suppliers obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 4) duly completed (including the applicable Purchase Order Number at the top of Section 1), and 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 Contract void.

No payment will be made to the Supplier under this Contract until a copy of the Form of Contract, signed on behalf of the Supplier, is returned to the Contract Officer.

3. Commencement and Duration of the Services

The Supplier shall start the Services on 20th April 2015 (the "Start Date") and shall complete them by 19th April 2018 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed £2,846,410 exclusive of any government tax, if applicable (the "Financial Limit"). The Supplier will manage an Accountable Grant fund of up to £33 million which is excluded from this financial limit as HM Treasury will advance payment for this to the Supplier on a "just in time basis."

5. Time of the Essence

Time shall be of the essence as regards the performance by the Supplier of its obligations under this Contract.

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

Name:

Position:

Signature:

Date: 11 May 2015

For and on behalf of
KPMG East Africa Limited

Name:

Position:

Signature:

Date: