

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: Coffey

Framework Agreement for: Governance, Social Development, Conflict & Humanitarian PEAKS

Framework Agreement Purchase Order Number: PO 5751

Call-down Contract For: Justice Sector Development in Somalia

Contract Purchase Order Number: PO 7772

I refer to the following:

1. The above mentioned Framework Agreement dated 11th July 2012;
2. Your proposal of 31st October 2016

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 under this Call-down Contract no later than 1st December 2016 ("the Start Date") and shall be completed by 30th June 2017 ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement."

2. Break Point

- 2.1 Commencement of the programme will be dependent on DFID's approval of final work plan and budget from supplier. These must be submitted and reviewed within 4 weeks from the Start Date referenced in above section 1. DFID shall, as a condition of continuing with the contract have the right to request changes to Contract, including the Services, Terms of Reference and Contract Price, to reflect any changes in the work to be done.

3. Recipient

- 3.1 DFID requires the Supplier to provide the Services to DFID Somalia - Somalia Security and Justice Programme ("the Recipient").

4. Financial Limit

- 4.1 Payments under this Call-down Contract shall not, exceed £710,825 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

5. DFID Officials

5.1 The Project Officer is:
Lead Adviser –

5.2 The Contract Officer is:

6. Key Personnel

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

7. Reports

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

8. Duty of Care

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.

9. Call-down Contract Signature

9.1 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.

10. Branding

- 10.1 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.
- 10.2 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.
- 10.3 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.

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

Name:

Position:

Signature:

Date:

For and on behalf of

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Name:

Position:

Signature:

Date: