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Telephone: REDACTED

File Ref: PO 6991

Date: 09 October 2019

Contract Amendment No: 1

Framework Agreement for: DFID Wealth Creation Framework Agreement

Framework Agreement Purchase Order No: PO 5929

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

Contract Purchase Order No: PO 6991

1. With reference to the contract dated 1 July 2015 both Parties have in principle agreed to the following variations to the Contract:

Calldown Contract

1. Commencement & Duration of Service

Delete: "3 May 2020"

Insert: "31 March 2022"

3. Financial Limit

Delete: "£14,417,611"

Insert: "£18,919,851"

5. Key Personnel:

Delete: paragraph 5 in toto

Insert: paragraph 5 "5. Key Personnel" as attached

28. Milestone Payment Basis

Insert: "28.2 Labour fees shall be paid at a rate of 70% of the total Fees/ Milestones budget and milestones shall be paid at a rate of 30% of the total Fees/ Milestones budget"

Annex A- Terms of Reference

Contractual period break points and contract extensions.

Para 27

Delete: "five years"

Insert: "7.5 years"

Insert: "61. General Data Protection Regulations (GDPR)

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 1 in Annex C of the contract.

Insert: "Annex A, Appendix A- Data Processing Schedule", as attached.

Annex B

Insert: "Proforma Addendum- Schedule of Prices (Oct 2019)" as attached

Annex C-Special Conditions

Insert: "Annex C-Special Conditions" as attached

2. These amendments relates to (i) extension to the end-date of this contract, (ii) scope of Terms of Reference to include expanding current interventions; climate-smart rice production, sustainable mechanisation and commercialisation of the village agent model (for agribusiness to provide input, offtake and extension services to farmers). New areas of investment include on-site agro-processing, horticulture, agroforestry and cassava supply chain interventions. (iii) inclusion of GDPR lines to the Terms of Reference (iv) revision to the financial limit by £4,502,240 and (v) changes to key personnel.

3. Please confirm in writing by signing and returning one copy of this letter, within **15 working days** of the date of signature on behalf of DFID that you accept the variations set out herein.

4. The Contract, including any previous variation, shall remain effective and unaltered except as amended by this letter.

5. Words and expressions in this letter shall have the meanings given to them in the Contract.

Signed by an authorised signatory for and on behalf
of the Secretary of State for International Development

Name:

Position:

Signature:

Date:

Signed by an authorised signatory for and on behalf of
Palladium

Name:

Signature:

Date:

Documents Enclosed

5. Key Personnel-REDACTED

Annex A, Appendix A- Data Processing Schedule-REDACTED

Proforma Addendum- Schedule of Prices (Oct 2019)

Annex C-Special Conditions-REDACTED



Paragraph 5 “5. Key Personnel”- REDACTED

Annex A, Appendix A- Data Processing Schedule

Appendix A: of Annex A (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
Identity of the Controller and Processor for each Category of Data Subject	<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 1.2 and 1.4 (Annex C of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 1.3 in respect of the following Personal Data:</p> <ul style="list-style-type: none"> a. personal data required for the administration and/or fulfilment of this contract.



Proforma Addendum- Schedule of Prices (Oct 2019)- REDACTED

Annex C-Special Conditions-REDACTED