

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: The British Council

Framework Agreement for: Fragile and Conflict affected States (FCAS)

Framework Agreement Purchase Order Number: 5651

Call-down Contract For: Service Provider to Implement South Sudan's Access to Justice Programme (ATJP)

Contract Purchase Order Number: 6878

I refer to the following:

1. The above mentioned Framework Agreement dated 28th March 2012 as subsequently amended on 11th March 2015);
2. Your final proposal of 30th April 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 22nd May 2015 ("the Start Date") and the Services shall be completed by 21st 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 targeted communities in South Sudan and selected Justice Sector institutions of the Government of the Republic of South Sudan (GRSS) ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £8,719,466 ("the Financial Limit") and is exclusive of any government tax.

4. Milestone Payment Basis

When Payments are to be made on a 'Milestone Payment Basis' the following Clause shall substitute Clause 28.1 of the Framework Agreement

- 4.1 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex A (paragraph 12 of the contract terms of reference) as well as 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 only be made if delivery against set criteria is 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, the supplier shall send invoices to DFID indicating both the amount or amounts due

April 2014

at the time and cumulatively. Payments pursuant to this clause 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.

It is agreed that 100% output deliverables are to be maintained for the inception phase. DFID will pay British Council for each deliverable achieved that is accepted within the milestone. Each milestone comprises of a combination of deliverables to be completed to achieve the overall milestone.

Should there be delivery risks, DFID must be informed in good time so as to discuss with British Council alternative delivery mechanisms. For example to move particular deliverables to a later milestone target to ensure that payment of an invoice is not delayed. DFID reserves the right to withhold payment if such due notice and rationale is not provided for delayed or no delivery.

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

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:

- 7.1 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.
- 7.2 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:
- 7.2.1 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;
- 7.2.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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. Call-down Contract Signature

- 8.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at

clause 5 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: Raaj Bhatti

Position: Procurement & Commercial Manager

Signature:

Date: 20 May 2015

For and on behalf of
The British Council

Name:

Position:

Signature:

Date: