

## CONTRACT FOR SUPPLIER SERVICES

### Section 1 - FORM OF CONTRACT

CONTRACT FOR : Strategic Partnerships for Higher Education Innovation  
and Reform (SPHEIR)  
PURCHASE ORDER NUMBER : PO 7016

#### 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** : The British Council ("Supplier") whose principal place of business is  
**10 Spring Gardens, London, SW1A 2BN.**

(together "the Parties").

#### WHEREAS:

**A.** DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to DFID and higher education institutions in DFID focus countries (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 26 January 2016 (the "Start Date") and shall complete them by 25 January 2022 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

The Contract can be extended for up to a further 4 years.

**4. Financial Limit**

Payments under this Contract shall not, in any circumstances, exceed £43,564,205 exclusive of any government tax, if applicable (the "Financial Limit").

**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: Procurement and Commercial Manager

Signature:

Date: 27 January 2016

For and on behalf of  
The British Council

Name:

Position:

Signature:

Date: