

CALLDOWN CONTRACT

Framework Agreement with: WYG International

Framework Agreement for: Global Evaluation Framework Agreement (GEFA)

Framework Agreement Purchase Order Number: PO7748

Call-down Contract For: Impact Evaluation of the Climate Smart Agriculture Zambia Programme

Contract Purchase Order Number: PO 7780

I refer to the following:

1. The above-mentioned Framework Agreement dated **12 September 2016**
2. Your proposal of **Jan 2017**

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.

3. Commencement and Duration of the Services

- 3.1 The Supplier shall start the Services no later than **18th September 2017** ("the Start Date") and the Services shall be completed by **17th March 2022** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

4. Recipient

- 4.1 DFID requires the Supplier to provide the Services to DFID Zambia ("the Recipient").

5. Financial Limit

- 5.1 Payments under this Call-down Contract shall not, exceed **£999,630.00** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

6. Milestone Payment Basis

- 6.1 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in 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 be made if the criteria are 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, indicating both the amount or amounts due at the time and

cumulatively. Payments pursuant to clause 28.1 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.

7. DFID Officials

7.1 The Project Officer is:

7.2 The Contract Officer is:

8. Key Personnel

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

8. Reports

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

9. Break Clauses and Contract Management

9.1 Due to the duration and the nature of the programme, the contract must have adequate provision for variation to adapt to changes that occur. DFID shall, as a condition of proceeding from one phase to the next, have the right to request changes to the contract, including the Services, the Terms of Reference and the contract price to reflect lessons learned, or changes in circumstances, policies or objectives relation to or affecting the programme.

The key review points for the Programme and Contract are at the stages as described in the Terms of Reference. For the avoidance of doubt, there will be a formal break point at the end of the Inception Phase. Progression to the Implementation phase will be dependent on effective delivery of Inception phase outputs, satisfactory performance of the Supplier, and DFID's agreement to work-plans and any revised costs for the Implementation period. The Inception report should include all deliverables outlined in Annex B, but also include;

- a) Key Performance Indicators (KPIs) and Quality Assurance mechanisms, including Means of Verification (MoV) will be agreed with DFID during the inception phase and will be monitored and measured during the Implementation Phase;
- b) Provision and agreement by DFID of an updated and detailed Implementation Phase Budget;

- c) A Value for Money (VfM) plan for identifying and securing future benefits which maximise programme effectiveness through the life of the contract.

Movement from one stage to the next will be dependent on DFID's acceptance of the phased implementation approach within the inception period and satisfactory performance and progress of the Supplier. As per DFID's standard Terms and Conditions, DFID reserves the right to terminate the contract with 30 days' notice to the Supplier.

- 9.2 There will also be Annual Reviews (ARs) on performance and deliverables against agreed milestones and results with future targets and milestones being agreed and re-defined as part of this review activity.

10. Scale Up/Back

DFID reserves the right to scale back or discontinue this programme at any point (in line with our Terms and Conditions) if it is not achieving the results anticipated. Conversely, we may also scale up and/or extend the programme (subject to internal DFID approvals) should it prove to be having a strong impact and has the potential to yield better results.

11. Quality Assurance

The evaluation's final reports will be quality assured by the DFID Evaluation Adviser, the Evaluation's Steering Committee and DFID's external Evaluation and Quality Assurance Service (EQUALS). EQUALS will assess the quality of reports and provide recommendations for improvement. The EQUALS quality assurance will add 3 to 4 weeks into the timetable at the final report stage. The inception report may also be submitted to EQUALS. Following this process, the evaluation team will be expected to revise the report based on comments from EQUALS, DFID and the Evaluation's Steering Committee within 10 days and the report resubmitted before the evaluation can proceed. Any resubmissions of evaluation products or other reports will be at no additional cost to DFID.

12. Branding

- 12.1 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.
- 12.2 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.
- 12.3 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.

13. 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.

14. Call-down Contract Signature

- 14.1 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.

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: