

CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR: Humanitarian Resilience Programme in South Sudan (HARISS)
Evidence and Learning Facility in South Sudan (ELFSS)

PURCHASE ORDER NUMBER: 7478

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 : iMC Worldwide Limited ("Supplier")
whose principal place of business, or, where the Supplier is a company,
whose registered office is situate at 64-68 London Road Redhill RH1 1LG

(together "the Parties").

WHEREAS:

- A.** DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to DFID South Sudan (the "Recipient");
- 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 |
| Section 3 – Annex 1 | HARISS Framework Diagrams |
| Section 3 – Annex 2 | Duty of Care |
| Section 3 – Annex 3 | Contract Deliverables clarified during PTC |
| Section 3 - Annex 4 | IMC Original Proposal (already in IMCs possession) |
| Section 3 - Annex 5 | IMC PTC Communications (already in IMCs possession) |
| Section 4 - Appendix A | DFID Statement of Priorities and Expectations for Suppliers |
| Section 4 - Annex 6 | PBR Performance Management Report |
| Section 5 - Annex 7 | Final Commercial Proformas 1-5, Financial Plan and Work Plan |

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 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 12th June 2017 (the "Start Date") and shall complete them by 12th June 2021 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed £10,618,874.74 which is inclusive of the £1,095,746.48 on demand funds within Commercial Proforma 5, but exclusive of the 2.87% government taxes identified within Commercial Proforma 3 (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:

Signature:

For and on behalf of
IMC Worldwide Ltd

Name:

Position:

Signature: