

CDKN OUTSOURCED SERVICE PROVIDER CONTRACT
SINGLE PROJECT

This agreement sets out the terms for the acquisition of certain services and is entered into between:

PricewaterhouseCoopers Services Limited with its registered office at 1 Embankment Place, London, WC2N 6RH ("PwCS"); and,

[insert supplier name] of [insert supplier address] ("supplier" or "you").

1. Introduction

1.1 Terms – These terms apply to the services we have engaged you to provide under the attached statement of work. If anything in the terms is inconsistent with the statement of work, the terms take precedence, unless the statement of work specifically amends any of them. The statement of work shall take precedence over any annex attached to it or other document referenced in it. Certain words in these terms will have the meanings given to them in clause 12 below.

1.2 Commencement – This agreement will start on the earlier of (i) the commencement date set out in the statement of work; and (ii) the commencement of the services.

1.3 PwC LLP and Client – You acknowledge that the services you supply are for the use and benefit of a third party developing country government or other developing country-based entity and are funded by the Department for International Development of the UK Government ("DFID"/ "client") which is a client of PricewaterhouseCoopers LLP, a UK limited liability partnership (number OC303525) ("PwC LLP"). You agree that PwC LLP may enforce any right that has been granted to PwCS under this agreement.

2. Services

2.1 Services - You will perform the services described in the statement of work with reasonable skill and care and in accordance with the timescales set out in the statement of work.

2.2 Changes - A change to this agreement will be effective only when agreed in writing by both parties.

2.3 You agree to provide such information as is necessary to us in order to enable us to comply with our reporting obligations to DFID under the prime contract, including (without limitation) on request a detailed breakdown of all expenditure and any other information reasonably required by us or DFID.

3. Fees and Taxes

3.1 Payment Basis - You will provide the services at the rates or fixed fee set out in the statement of work. If a daily rate is agreed this will be based on an eight hour working day. If less than an eight hour day is worked, fees will be based on a pro-rated hourly rate. Travel time is not chargeable. The fees are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including but not limited to clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this agreement.

3.2 Expenses – Expenses will be charged as set out in the statement of work, provided you supply to us the relevant receipts. Expenses (if any) arising in a foreign currency shall be reimbursed at the exchange rate stated on OANDA (<http://www.oanda.com/currency/historical-rates/>) on the Friday immediately preceding the date on which the relevant purchase was made or services acquired or, if this took place on a Friday, at the rate so stated on that day.

3.3 Invoices and Payment - You will issue invoices on the basis set out in the statement of work and these must be accompanied by a breakdown of all fees and expenses. We will pay undisputed invoices within 30 days of receipt of the invoice. Payment will not constitute acceptance by us of any services. All fees must be specified in sterling and invoices will be paid in this currency.

3.4 Taxes - You will account to the appropriate authorities for your income tax, VAT and any other National Insurance contributions, Social Security contributions and all other taxes, liabilities, charges,

duties and, where applicable, you confirm you are registered for VAT or other such sales and/or goods taxes as may be applicable. You agree to reimburse PwCS in respect of any contributions demanded by HM Revenue and Customs (or the equivalent competent authority in any applicable jurisdiction) in relation to the services, this agreement or any of your staff. For the avoidance of doubt, PwCS reserves the right to deduct taxes (where applicable) from payments made to you in accordance with any applicable tax legislation.

4. Personnel

4.1 Key Personnel - We may identify key personnel to perform the services. If you wish to replace any of the key personnel you must obtain our prior written approval. You will at no additional costs to us remove or replace any of the staff if we notify you that we believe any individual is not qualified to perform the services or if the client requires us to do so.

4.2 Staff Screening – You will also screen your staff to such level as we may require and complete such documentation as we may request to evidence such screening. If we are not satisfied with the content of such documentation or we have concerns about your screening process or its results, we may terminate this agreement immediately.

4.3 Policies – You will ensure that any of your staff working at the premises of a PwC firm or a client will comply with all relevant policies (both the PwC firm’s and/or the client’s) including personal conduct, work place safety and security policies.

4.4 Your staff - You will ensure that all of your staff will be fully qualified for and experienced in the tasks to which they are assigned, will adopt all professional standards of behaviour and will comply with all applicable laws, regulations and directions of any competent authority.

4.5 Use of Sub-contractors – You will not sub-contract any aspects of the services to anyone else without our prior written consent. If we allow you to use sub-contractors, you will be fully responsible for the fulfilment of your obligations under this agreement, including where any obligations are to be performed by your sub-contractors. The provisions of this agreement will be flown down to any approved subcontractor and both we and the client will have the right to enforce such provisions directly against the approved subcontractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

5. Deliverables

5.1 Responsibility – You will provide to us the deliverables set out in the statement of work.

5.2 Acceptance – Unless an alternative acceptance procedure is specified in the statement of work, we will notify you in writing within 30 days following its receipt if any deliverable is not in accordance with this agreement. If it is not in accordance, you will rework the deliverable in a reasonable timescale and if you fail to do so we may reject the deliverable, have the deliverable reworked by a third party (at your cost) and/or terminate this agreement in accordance with Clause 7.1. On termination, you will immediately repay all money we have paid to you in relation to the defective deliverable and you will reimburse us for any costs that we incur as a result of the defective deliverable.

5.3 Ownership and Use of Deliverables –You grant us a non-exclusive, perpetual and irrevocable licence to use, copy and modify the deliverables and other materials created or otherwise provided under this agreement and to sub-license the right to use, copy and modify them to other PwC firms, the client and any other third party. For the purposes of this clause 5.3, “use” shall include without limitation the reproduction, publication, transfer and sub-licence of any and all of the deliverables and materials created or provided under this agreement (and/or the intellectual property rights in any of them) for any purpose, including the reproduction and sale of the deliverables and other materials created or provided under this agreement and/or products incorporating all or any of the same (or any intellectual property rights therein) for use by any person or for sale or other dealing anywhere in the world. You agree to take any such further action and execute such further documents as we or DFID may reasonably request to give effect to the licence granted pursuant to this clause 5.3.

6. Further Supplier Responsibilities

6.1 Computer Facilities – You will ensure that you have appropriate back-up, security and virus-checking procedures in place for any of your computer facilities. You will check all deliverables with an

appropriate up-to-date virus checker prior to delivery.

6.2 Third Party Systems – You will obtain all licences, rights and permissions necessary for us, other PwC firms and/or the client to access, use and modify the software, hardware, data and other materials that you may provide or make available to us, other PwC firms and/or the client for use in relation to the services.

6.3 Data Protection Act - You will comply with (and not cause us or DFID to breach) any applicable data protection legislation in any relevant jurisdiction. If you process any personal data on our (or DFID's) behalf, you must (i) process the personal data in accordance with our (or DFID's) instructions, and (ii) take all appropriate technical and organisational security measures to protect the personal data against any unauthorised or unlawful processing and any accidental loss or destruction of, or damage to, the personal data. If and to the extent that you are based outside the European Economic Area (and, if located in the US, you are not US 'Safe Harbor' certified, or if located elsewhere, you are not in a country deemed by the EU to be a country which provides an adequate level of protection for personal data) you agree to the EU requirements for the transfer of personal data to data processors outside the EEA (as referenced in EU decision 2010/87/EU) as if these requirements were incorporated into this agreement.

6.4 Further Obligations - You agree to be bound by those obligations that are set out in the statement of work, or are notified by us to you, that relate to the prime contract and/ or the services.

6.5 Anti-Bribery – You will, and will ensure that your Associated Persons (as defined in the UK Bribery Act 2010 (the "Act")), will: (1) conduct business in compliance with all applicable laws and regulations (including UK corruption, fraud and anti-bribery legislation); and (2) comply with the PwC Code of Conduct located on www.pwc.co.uk and with any other related PwC anti-bribery policies and guidance. We may audit any expenditure made by you in connection with the services and you will cooperate with us and provide us with all information that we may reasonably request for this purpose. You confirm that you have trained your staff/Associated Persons on the requirements of the Act.

7. Termination

7.1 Immediate Notice – We may end this agreement immediately by giving written notice to you if (i) you materially breach it and do not remedy the breach within 14 days, (ii) you are, or appear likely to be, unable to pay your debts or become insolvent, (iii) the performance of it (including the application of any fee arrangements) may breach a legal or regulatory requirement, (iv) in the event that a force majeure event as described in clause 11.1 persists for more than 7 days, or (v) if the prime contract is terminated.

7.2 On Notice – We may end this agreement at any time on 30 days' notice.

7.3 Payment on termination – In the event that we terminate this agreement we will pay you for all services provided up to the date of termination and subsequently accepted by PwCS in accordance with clause 5.2.

8. Confidentiality

8.1 Confidential Information – Both of us agree to use the other's confidential information only in relation to the services, and not to disclose it, except where required by law or regulation or by a professional body of which we are a member. You agree that the client's and other PwC firms' confidential information will be treated as if it was our confidential information for the purposes of this clause. We may give confidential information to the client; and to other PwC firms or relevant subcontractors as long as they are bound by confidentiality obligations.

9 Insurance and Liability

9.1 You will at your own expense maintain in respect of the services both a policy of professional indemnity insurance sufficient to cover your potential liability to us under this agreement and an adequate policy of public liability insurance in both cases with an insurer acceptable to us and with the minimum cover levels as set out in paragraph 7 of the statement of work.

9.2 Subject to clauses 9.3 and 9.4, each party's total liability for all claims connected with the services or this agreement (including but not limited to negligence) is limited to the following:

- (i) In the event that the fees payable to you under this agreement (excluding any taxes) are less than £100,000, a sum not exceeding £100,000;
- (ii) In the event that the fees payable to you under this agreement (excluding any taxes) are between £100,000 and £500,000, a sum not exceeding £250,000 or the total of those fees, whichever is the greater; and
- (iii) In the event that the fees payable to you under this agreement (excluding any taxes) are more than £500,000, a sum not exceeding £1,000,000 or the total of those fees whichever is the greater.

9.3 You agree to reimburse us for any liability (including legal costs) that we or PwC LLP incur in connection with: (i) a breach by you of clause 8.1; (ii) a breach by you of clause 6.3; (iii) an allegation from a third party that the services or deliverables infringe the third party's intellectual property rights; and (iv) any claim by any third party in relation to the services. The financial cap on liability set out in clause 9.2 will not apply in relation to this reimbursement obligation.

9.4 Nothing in this agreement will limit a person's liability for (i) death or personal injury caused by that person's negligence, (ii) that person's fraud or (iii) anything else that cannot by law be limited.

10. Dispute Resolution

10.1 Mediation - If a dispute arises, the parties will attempt to resolve it by discussion, negotiation and mediation before commencing legal proceedings.

10.2 Law and Jurisdiction - This agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by English law and be subject to the exclusive jurisdiction of the English courts.

11. General

11.1 Matters beyond reasonable control – No party will be liable to the other if it fails to meet its obligations due to matters beyond its reasonable control. For the avoidance of doubt, we will not make any payment to you in respect of time during which you are unable to meet your obligations pursuant to this clause 11.1.

11.2 Entire Agreement - This agreement forms the entire agreement between the parties in relation to the services. It replaces any earlier agreements, representations and discussions. Subject to clause 9.4 neither party is liable to the other party (whether for negligence or otherwise) for a representation that is not in this agreement.

11.3 Assignment – Neither of us may assign, transfer or deal with our rights under this agreement without prior written consent but we may novate this agreement to a transferee of all or part of our business. This novation will take effect on written notice from us so that (i) the transferee will be substituted for us with effect from the date specified in the notice and (ii) we will no longer have any rights and obligations under this agreement except in respect of payment for services performed prior to that specified date.

11.4 Independent Contractor - In providing services to us, you are acting only as an independent contractor and neither of us shall act as agent for or partner of the other party.

11.5 Restrictive Covenants – You will not and shall ensure that none of your staff involved in the services, will perform any formal negotiation work on behalf or in respect of any government or government body, where 'formal negotiation work' shall mean speaking or acting in any way on behalf of a government in formal elements of negotiations, or as otherwise set out in the statement of work.

11.6 Publicity - You agree not to publicise your relationship with us or any other PwC firm or disclose the terms of this agreement or use our or any other PwC firm's, or client's name or other trade marks or service marks in any advertisement or publication.

11.7 Waiver- No failure or delay by a party to exercise any right will constitute a waiver of that right nor restrict the further exercise of that right. No single or partial exercise of any right will restrict the further exercise of that or any other right.

11.8 Rights of Third Parties – Except as set out in relation to PwC LLP’s and other PwC firms’ rights in clause 1.3, and save for the rights of DFID pursuant to paragraph 10 of the statement of work a person who is not party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 (as may be amended) to enforce any term of this agreement. PwC LLP and any other PwC firm set out in the statement of work may enforce their rights in their own right. Their consent is not required to vary or rescind this agreement. You accept that as the burden of this agreement lies solely with us, you shall not be entitled to bring any claim relating to this agreement against any other PwC firm (save to the extent such claims cannot be restricted by law).

11.9 Survival - Any clause that is meant to continue will do so, including but not limited to 3.4, 5.2, 5.3, 6, 8, 9, 10 and 11.

11.10 Service Agent

If you are not a UK entity, you authorise and appoint the individual or entity specified in paragraph 9 of the statement of work to accept on your behalf service of all legal process arising out of or in connection with any proceedings before the English courts in connection with this agreement. You also agree to maintain the appointment for service of process in England for so long as any amount is outstanding or services are unperformed under this agreement. Notwithstanding this, we may also serve all legal process in connection with this agreement directly upon you

12. Interpretation

In this agreement the following words and expressions have the meanings given to them below:

deliverables - a document, report, software or other tangible work product.

prime contract – the contract between PwC LLP and the client

PwC firm – any entity or partnership within the worldwide network of PricewaterhouseCoopers firms and entities

services – the services set out in the statement of work

staff– your employees, contractors, personnel, and those of any of your sub-contractors who are involved in the provision of the services

statement of work – the statement of work set out in schedule 1

this agreement – these terms and the statement of work attached (including any document referenced in or attached to the statement of work)

we, us, our – refers to PricewaterhouseCoopers Services Limited whose registered office is at 1 Embankment Place, London WC2N 6RH

VAT – UK Value Added Tax