

SINGLE PROJECT - CDKN

This is a Services Acquisition Agreement (the "Agreement"), dated as of the date of last signature hereof, between:

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

Sub-contractor name with registered offices at **full address** ("the Supplier").

Introduction

PwCS wishes to procure and the Supplier wishes to provide those services detailed in the attached Statement of Work ("Services"), subject to the terms of this Agreement.

PwCS Entities – every other PwC Entity (as defined below) shall be entitled to the benefit of this Agreement and to rely on the Agreement as if it were a party as well as PwCS and to enforce in its own right any term of this Agreement provided always that PwCS and the Supplier may rescind, vary or terminate this Agreement without the consent of any other PwC Entity.

PwCS shall be treated as having had subrogated to it the rights of each of the other PwC Entities and the parties agree that PwCS shall therefore have the right to bring any claim that might otherwise have been brought against the Supplier by any other PwC Entity and that any loss or damage suffered by any other PwC Entity will be treated as if it had been suffered by PwCS.

PwCS's Client - The Supplier acknowledges that the Services that it supplies to PwCS are supplied to and 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 another PwC Entity. The contract between such other PwC Entity and Client will be referred to as the "Prime Contract".

Definitions - In this Agreement, a "PwC Entity" refers to any entity (whether or not incorporated) which carries on business under a name which includes all or part of the PricewaterhouseCoopers name or is otherwise within (or connected or associated with an entity within) or is a correspondent firm of the worldwide network of PricewaterhouseCoopers firms, and includes PwCS. An "Affiliate" of a party means a person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a specified person, where control and its variants are understood to mean the ability to control the management or policies of a person.

Terms - the parties agree as follows:

1. Services

1.1 The Services to be provided by the Supplier are detailed in the attached Statement of Work. "Deliverable" means a document, report, software, or other tangible work product. The Supplier will perform the Services in accordance with the timescales contained in the Statement of Work. The Supplier's method of working will be at its discretion but the Supplier will be directed in the overall provision of the Services by PwCS. No variation to this Agreement will be binding on the parties until it is stated in writing and signed by both parties.

1.2 Supplier shall provide such information as is necessary to PwCS to enable it to comply with its 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 PwCS or DFID.

2. Fees and Payment

2.1 Payment Basis

2.1.1 Unless otherwise provided in the Statement of Work, the Supplier will provide its Services at a fixed price. Where Services are provided on a time and materials basis, charges will be calculated on the basis of an agreed daily rate, based on a standard eight hour working day. If less than an eight-hour day is

worked, charges will be based on a pro-rated hourly rate. Travel time is not chargeable. The Supplier may charge for the reasonable expenses it necessarily incurs in carrying out the Services provided that it retains all receipts for production to PwCS, upon request. Such expenses will be paid to the Supplier in accordance with the policy supplied by PwCS to the Supplier. Only those expenses that have been pre-authorized in writing by PwCS will be payable to the Supplier. Unless otherwise stated, all invoices must be issued monthly in arrears and must be accompanied by a breakdown of the charges and expenses detailed therein. PwCS will pay all valid and undisputed invoices within thirty days of receipt of the invoice. Payment of any invoice will not be deemed to constitute acceptance by PwCS of any Services or Deliverables. PwCS's total liability (including interest) for all claims connected with the Services or this Agreement (including but not limited to negligence) will not exceed the fees payable by PwCS to the Supplier under this Agreement.

2.1.2 Expenses (if any) arising in foreign currency shall be reimbursed at the exchange rate stated in the London Financial Times "Guide to World Currencies" on the Friday immediately preceding the date on which the purchase was made or services acquired by PwCS or, if this took place on a Friday, at the rate so stated on that day.

2.1.3 Any fees payable 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.

2.1.4 All charges will be specified in sterling (including those expenses specified in Section 2.1.2) and invoices will be paid in this currency.

2.2 Taxes and Supplier's Tax Indemnity

2.2.1 Taxes - All charges quoted are inclusive of value-added tax ("VAT"). The Supplier will account to the appropriate authorities for its income tax, VAT, any other National Insurance contributions, Social Security contributions and all other taxes, liabilities, charges and duties. Where the Supplier is established in the UK, the Supplier confirms it is registered for VAT. All payments required to be made by PwCS under this Agreement shall be made subject to any withholdings or deductions from time to time required by applicable law.

2.2.2 Tax Indemnity - The Supplier agrees to indemnify PwCS and any other PwC Entity on a continuing basis against: (i) any income tax (whether PAYE or otherwise) or primary national insurance contributions (including any related interest, penalties or costs) or the like under any jurisdiction which may at any time be levied, demanded or assessed on PwCS or any other PwC Entity by HM Revenue & Customs or other authority in any jurisdiction for which PwCS or such other PwC Entity may otherwise be or become liable in relation to the Supplier, its Affiliates, subcontractors and/or agents; and, (ii) where the Supplier is established in the UK, any loss suffered as a result of any sums paid to the Supplier in respect of VAT not being recoverable as allowable input tax for VAT purposes under the Value Added Tax Act 1994 (as may be amended from time to time) and any statutory instruments or regulations made thereunder.

2.2.3 Deductions - The Supplier agrees that if a demand, levy or assessment is made by the Inland Revenue or other statutory authority for which PwCS or any other PwC Entity may be or become liable in relation to the Supplier, its Affiliates, subcontractors and/or agents, PwCS may deduct a sum equivalent to the amount demanded, levied or assessed from the fees payable to the Supplier and pay such amounts directly to such authority on behalf of the Supplier.

3. Personnel

3.1 PwCS may identify key Supplier personnel to be assigned to perform Services ("Named Personnel"). The Supplier will remove and/or replace any of the Supplier's personnel performing Services if PwCS reasonably believes that such individual is not qualified to perform the Services or if the Client so requires. Any change of the Supplier personnel is subject to PwCS's prior written approval. The Supplier will be responsible for all costs (including the cost of training the replacement personnel) incurred in connection with any replacement of its personnel.

3.2 Supplier Personnel and Work Place Policies

3.2.1 The Supplier's staff assigned to perform the Services will comply with all personal conduct policies of such PwC Entity's and/or Client (whichever shall be the higher standard) and will carry out their duties in an ethical manner. In the instance of unsuitable behaviour by a member of the Supplier's staff, the Supplier will, at PwC'S request, immediately remove such person from the assignment and from any PwC Entity's and/or Client's premises, if applicable. The Supplier personnel physically located at any PwC Entity's and/or Client's premises will comply with all work place safety and security standards applicable to such premises.

3.2.2 PwCS will hold and process such of the Supplier's personal data (and that of its Affiliates, subcontractors and agents) provided in connection with this Agreement and the Prime Contract and may disclose and transfer such data to any other PwC Entity, Client and such other third party as PwCS may reasonably deem necessary or appropriate. The Supplier hereby irrevocably grants PwCS and all such entities and third parties the right to hold, process, transfer and disclose such data and warrants that it has the authority to grant such right. This provision shall survive the termination or expiration of this Agreement.

4. Deliverables

4.1 Responsibility - The Statement of Work will specify the Deliverables for which the Supplier has responsibility.

4.2 Notice of Issues - Unless a different acceptance process or time period is called for in the Statement of Work, PwCS will notify the Supplier in writing within 30 days following receipt of any Deliverable, if the Deliverable is not in accordance with the Agreement. In the event that the Supplier fails to rework the Deliverable such that it is in accordance with the Agreement in a timescale that is acceptable to PwCS, PwCS may reject the Deliverable and terminate this Agreement in accordance with Section 6.3. Upon termination, all monies paid to the Supplier by PwCS shall be immediately repaid by the Supplier to PwCS, and no further monies shall be paid to the Supplier hereunder.

4.3 Ownership of Deliverables -

4.3.1 The Supplier grants to PwCS a worldwide, non-exclusive, royalty-free licence to use the Deliverables and any materials provided under this Agreement.

4.3.2 For the purposes of this Section 4.3, "use" shall include, without limitation, the reproduction, publication, transfer and sub-licence of all or any of the Deliverables and any materials provided under this Agreement (and/or any of the intellectual property rights in any of them) for any purpose, including the reproduction and sale of the Deliverables and any material provided under this Agreement and/or products incorporating all or any part of the same (or any intellectual property rights therein) for use by any person or for sale or other dealing anywhere in the world.

4.3.3 The Supplier undertakes to take such further action and execute such further documents as PwCS, Client or any other PwC Entity may reasonably request to give effect to the licence granted by Section 4.3.1.

4.3.4 The Supplier undertakes to file and diligently pursue at its own cost any application requested by PwCS, Client or any other PwC Entity for the registration anywhere in the world of any registrable intellectual property rights in the Deliverables and any material provided under this Agreement and to maintain all registered intellectual property rights in the Deliverables and any material provided under this Agreement in force for the full terms available therefore.

5. Certain Further Supplier Responsibilities

5.1 Computer Facilities - The Supplier is responsible for providing all computer facilities necessary to fulfil its obligations under this Agreement and for ensuring that it has appropriate back-up, security and virus-checking procedures in place for any such computer facilities. The Supplier agrees to adhere to all PwC Entity and Client policies related to any PwC Entity or Client computer facilities it uses. The Supplier will ensure that none of its personnel will introduce any computer viruses, worms, software bombs, trojan horses, cancelbots or other contaminants and harmful code of a malicious nature, including but not limited to any codes or instructions that may be used or will be used to access, modify, delete or damage any data files, computer programmes or similar items into any PwC Entity's or Client's facilities or systems. The Supplier will check all Deliverables with the latest commercially available virus checker prior to delivery to

any PwC Entity or Client computer system.

5.2 Supplier's Staff – The Supplier agrees that personnel it supplies to work on the Services, whether employees of the Supplier or third parties, will be fully qualified for and experienced in the tasks to which they are assigned, will adopt all reasonable and professional standards of behaviour, will comply with all applicable laws, regulations and directions of any competent authorities, and will conduct themselves in a co-operative fashion.

5.3 Third Party Systems - The Supplier will obtain all licences, rights and permissions necessary for PwCS, other PwC Entities and/or Client to access, use and modify the software, hardware, data and other materials that the Supplier may provide or make available to PwCS and/or Client for use for the Services and/or Deliverables.

5.4 Data Protection Act 1998 - The Supplier undertakes to strictly comply with all requirements of (and to take all necessary steps to ensure that by its acts or omissions it does not cause PwCS, Client or any other PwC Entity to breach) the Data Protection Act (1998) and any subsequent amendments thereto. To the extent the Supplier will be processing personal data (as defined in the Data Protection Act (1998)) on behalf of PwCS or any other PwC Entity, the Supplier shall only process such personal data in accordance with PwCS's written instructions and will keep such personal data at all times secure and will not disclose or allow access to it other than to a person placed under a like obligation and will comply with the obligations equivalent to those imposed on a data controller by the seventh principle contained in the Data Protection Act (1998).

5.5 Further Obligations - The Supplier undertakes to be bound by such obligations as are required by Client to be passed on to the Supplier and as are set out in the Statement of Work. To the extent such obligations and provisions are more stringent than similar obligations and provisions hereunder, the Supplier shall comply with the more stringent obligations and provisions. The Supplier shall ensure that all members of the Supplier's Personnel are aware that the Official Secrets Acts 1911 to 1989 will apply to them. In addition, the Supplier acknowledges that the Client is subject to the Freedom of Information Act 2000 and to the extent any PwC Entity may be required to provide assistance to the Client in respect of its obligations thereunder, the Supplier agrees to co-operate and assist the PwC Entity insofar as may be relevant to the Services or to this Agreement.

6. Term and Termination

6.1 Duration and Coverage - The effective date of commencement of this Agreement is as set out in the Statement of Work and it will continue in effect until the Services have been accepted by PwCS subject to the right to terminate it pursuant to Section 6.2, 6.3, 6.4, 6.5, 9.3 or 10.2.

6.2. Termination on Notice - This Agreement may be terminated by PwCS at any time by giving not less than: (i) 30 days advance written notice if termination is without cause, or (ii) 7 days written notice if the Prime Contract is terminated. Where PwCS terminates the Agreement in this way, PwCS will pay the Supplier for all Services provided up to the date of termination and subsequently accepted by PwCS.

6.3 Termination for Breach - If the Supplier materially breaches the terms of this Agreement and such breach is not remediable or if remediable is not cured or remedied within 21 days after written notice is given by PwCS, then PwCS may, by further written notice to the Supplier, immediately terminate this Agreement. A breach of the provisions of Section 8.1 shall allow PwCS to terminate this Agreement by immediate written notice, without the grant of a cure or remedy period.

6.4 Termination on Insolvency - The Agreement may be terminated by either party upon written notice by that party in the event that the other party is unable to pay its debts or has a receiver, administrator, administrative receiver or liquidator appointed or calls a meeting of its creditors or ceases for any other reason to carry on business; or in the reasonable opinion of the other party any of these events appears likely.

6.5 Suspension - PwCS may suspend the Agreement while circumstances exist which, in PwCS's reasonable opinion, materially adversely affect the basis on which the Agreement was entered into or PwCS's performance of it. If such a period of suspension exceeds 30 days, the Agreement may be terminated by PwCS with immediate effect by written notice to the Supplier. PwCS may suspend the Agreement forthwith by giving the Supplier written notice if the Supplier's Services are being provided in support of a Client and the contract between PwCS and Client is suspended for any reason. If such a

period of suspension exceeds 30 days, the Agreement may be terminated by PwCS with immediate effect by written notice.

6.6 Effect of Termination and Return of Property - In the event that the Agreement is terminated in accordance with Sections 6.2, 6.3, 6.4, 6.5, 9.3 or 10.2, the Supplier will continue with such Services as PwCS directs up until the date of termination and will deliver to PwCS such Deliverables (including partially completed Deliverables) and all related working papers as PwCS requests. On the termination of the Agreement each party will return to the other any property of the other that it then has in its possession or control, except that PwCS may retain one copy of any documentation upon which the relevant Services are based. In addition, the Supplier will return to Client any Client property then in its possession. Any termination is without prejudice to any rights or remedies of parties existing at the time of termination.

7. Confidentiality

7.1 Confidential Information - Parties may disclose their respective confidential information (which in the case of PwCS may include confidential information of any other PwC Entity) to the other in the course of performance of the Agreement. Additionally, PwCS may disclose (or Client may disclose) Client confidential information to the Supplier. PwCS's confidential information, Client confidential information and the Supplier confidential information are collectively referred to as "Confidential Information." In the case of the Supplier, references below to Confidential Information of the other party will be deemed to be references to PwCS (including the other PwC Entities') confidential information and Client confidential information.

7.2 Confidential Treatment – The Supplier and PwCS agree to use Confidential Information only in relation to the Services, and not to disclose it, except where required by law or regulation or where requested by a professional body of which PwCS is a member. However, PwCS may give Confidential Information to other PwC firms or relevant sub-contractors, as long as they are bound by confidentiality obligations, and to the Client.

8. Warranty

8.1 Warranty - Each party warrants that it has the requisite power and authority to enter into and perform its obligations under this Agreement. The Supplier warrants that the Services will be performed and Deliverables developed with reasonable skill and care such that each Deliverable provided will be of satisfactory quality and fit for its intended purposes. Without prejudice to PwCS's other rights and remedies, the Supplier agrees to remedy any failure to deliver Services in accordance with this warranty that are brought to its attention within a reasonable time of delivery to PwCS or to Client. The Supplier further warrants that it and its employees engaged in supplying Services under this Agreement, will comply with all relevant independence and other policies of PwC Entities (which PwCS will provide to the Supplier) relating to independent contractors and with all applicable statutory obligations.

9 Insurance

9.1 The Supplier will at its own expense provide and maintain in respect of the provision of the Services both a policy of professional indemnity insurance sufficient to cover the Supplier's potential liability to PwCS, any other PwC Entity and Client and a policy of public liability insurance, in both cases with an insurer acceptable to PwCS and with minimum levels of cover as contained in paragraph 7 of the Statement of Work.

9.2 The Supplier will indemnify, defend and hold harmless PwCS and any other PwC Entity from and against any loss or damage (including consequential loss) suffered by PwCS and/or any other PwC Entity as a result of any claims arising from or in connection with the Supplier's breach of its obligations under this Agreement or the Supplier's negligence, and in respect of the Supplier's breach of the undertaking contained in Section 5.4.

9.3 The Supplier will indemnify, defend and hold harmless PwCS, any other PwC Entity and Client from and against any and all claims, demands, costs, settlements, liabilities, losses, damages and expenses (including, without limitation, legal expenses) arising from or in connection with any third party allegation that the Services and/or Deliverables provided, if any, or work performed, by the Supplier under this Agreement infringes such third party's patent, copyright or any other intellectual property right. PwCS shall at its sole option, assume control of the defence and settlement of any such claim. Should PwCS's, any other PwC Entity's or Client's use of such Services, Deliverables or work be determined to have

infringed, or if, in PwCS's judgement, such use is likely to be infringing, the Supplier will either: (i) procure for PwCS, the other PwC Entities and Client the right to continue using such Services, Deliverables or work or (ii) replace or modify them to make their use non-infringing while yielding equivalent functionality. If neither of the above options is completed in a time-scale that PwCS finds commercially reasonable, then PwCS shall be entitled to terminate this Agreement and to claim damages from the Supplier in respect of any loss suffered by PwCS as a result. The limitations on liability set out in Section 9.5 shall not apply to the indemnities set out in Sections 9.2 and 9.3.

9.4 Each of the parties will accept liability without limit for (i) death or personal injury caused by its or its Affiliates' negligence or the negligence of its personnel acting in the course of their employment; (ii) any fraudulent pre-contractual misrepresentations made by it on which the other can be shown to have relied; and (iii) any other liability which by law cannot be excluded.

9.5 Subject to Section 9.4, the Supplier's total liability for all claims connected with the Services or this Agreement will be limited to the following sums:

- (a) In the event that the fees payable to the Supplier under this Agreement (excluding any taxes) are less than £100,000, the Supplier's total liability will not exceed £100,000;
- (b) In the event that the fees payable to the Supplier under this Agreement (excluding any taxes) are between £100,000 and £500,000, the Supplier's total liability will not exceed £250,000 or the total of the fees payable, whichever is the greater; and
- (c) In the event that the fees payable to the Supplier under this Agreement (excluding any taxes) are more than £500,000, the Supplier's total liability will not exceed £1,000,000 or the total of the fees payable, whichever is the greater.

10. General

10.1 Sub-contracting - Subject to PwCS's prior written approval, the Supplier may employ sub-contractors to assist it when providing any part of the Services. Any reference to Supplier staff or personnel in this Agreement includes sub-contractor staff and personnel. For the avoidance of doubt, the provisions of Section 10 of the Statement of Work will be flowed down to any approved sub-contractor and both PwCS and Client will have a right to enforce such provisions directly against the approved sub-contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

10.2 Force Majeure - Neither party will be liable to the other for any failure to fulfil obligations caused by circumstances beyond its reasonable control. In the event such failure continues for a period of 30 days or more, PwCS may terminate this Agreement by giving written notice thereof to the Supplier.

10.3 Assignment - Neither party may assign, transfer or deal with their rights or obligations under this Agreement without prior written consent but PwCS may novate the Agreement to a transferee of all or part of its business.

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

10.5 Independent Contractor - The Supplier, in furnishing services to PwCS, is acting only as an independent contractor and neither party shall act as agent for or partner of the other party.

10.6 Survival - Any clause that is meant to continue to apply after termination will do so, including but not limited to Sections 2.2, 4.3, 5, 6.6, 7, 8, 9, 10 and 11, together with Section 10 of the Statement of Work.

10.7 Staff - During the period of this Agreement or within 6 months of its termination or completion neither party will employ any Contract Team Member who was directly or indirectly solicited for employment by any other Contract Team Member. This will not restrict either party from employing staff who apply unsolicited in response to a general advertising or other general recruitment campaign, or who are solicited for employment without any direct or indirect involvement of a Contract Team Member. Contract Team Member means any person who is or was involved in providing or receiving the Services or

is or was otherwise connected with this Agreement.

10.8 Publicity - the Supplier will not publicise its relationship with PwCS or any other PwC Entity or disclose the terms of this Agreement except to Client or any other PwC Entity or use PwCS's or any other PwC Entity's, or Client's name or other trade marks or service marks in any advertisement or publication without the prior written consent of PwCS.

10.9 Conflicts - To the extent of any express conflict or inconsistency between the terms and conditions of the Statement of Work and the terms and conditions of this Agreement (excluding for this purpose the Statements of Work), the terms and conditions of the Statement of Work will prevail.

10.10 Third Party Rights - Save for the rights of DFID pursuant to Section 10 of the Statement of Work, a person or entity which is not a party to this Agreement, other than any other PwC Entity, has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The parties to this Agreement do not require the consent of any third party to rescind or vary any term or terms of this Agreement at any time. The Supplier accepts that as the burden of this Agreement lies solely with PwCS, it shall not be entitled to bring any claim relating to this Agreement against any other PwC Entity (save to the extent such claims cannot be restricted by law).

11. Governing Law and Dispute Resolution

11.1 Governing Law - This Agreement will be governed by and interpreted in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction to determine any matters relating to this Agreement.

12. Supplier English jurisdiction service agent

12.1 Subject to clause 12.2 in the event Supplier is not a UK entity Supplier shall with effect from the date of this Agreement irrevocably authorise and appoint that individual or entity specified in paragraph 9 of the Statement of Work to accept on its behalf service of all legal process arising out of or in connection with any proceedings before the English courts in connection with this Agreement. Further, Supplier agrees 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.

12.2 Notwithstanding clause 12.1, PwCS may also serve all legal process in connection with this Agreement directly upon Supplier.

Statement of work

1. Title

Describe.

2. Description of services

This is set out in the attached Exhibit.

3. Deliverables to be supplied by Supplier

[insert agreed Deliverables]

4. Named personnel

- Mr./Ms. X; and
- Mr./Ms. Y.

5. Timetable

The effective date of the Agreement shall be [insert date]

The project will be deemed to start on dd month 2010 and be completed by dd month 2015.

6. Pricing information

OPTION A: Payment on Delivery

PwCS shall pay to the Supplier the sum of [£ insert agreed figure] upon delivery of [insert deliverable] within 30 days of receipt of a valid invoice for the same, subject to performance of the Services to the reasonable satisfaction of PwCS.

OR

OPTION B: Milestone Payments

PwCS shall pay to the Supplier the following sums upon achievement of the milestones listed below:

- [£ insert figure] upon [insert description of payment trigger]; and
- [£ insert figure] upon [insert description of payment trigger]

within 30 days of receipt of a valid invoice for the same, subject to performance of the Services to the reasonable satisfaction of PwCS .

OR

OPTION C: Advance Payment

PwCS shall pay to the Supplier [£insert figure] on [insert date] in respect of [insert deliverables to which payment relates] with the balance of {£insert figure} payable on [insert trigger date for payment]

within 30 days of receipt of a valid invoice for the same, subject to performance of the Services to the reasonable satisfaction of PwCS.

Invoices will include the following data:

Addressed to PricewaterhouseCoopers Limited c/o Peter James, Financial Controller CDKN, 7 More London Riverside, London, SE1 2RT

- CDKN Project reference No [team to specify here]
- CDKN Contract No [team to specify here]
- Supplier's own reference number
- Invoice date
- Time and expenses separately itemised
- [Currency conversion using rate as per the London Financial Times guide to world currencies for day of invoice]

A proforma format of such an invoice is attached as Exhibit 1

7 Insurances

The minimum insurance cover levels shall be:

Professional indemnity insurance: [£1,000,000]

Public Liability Insurance: [£1,000,000]

8. Key contacts

PwC

xxxx

Project director

PricewaterhouseCoopers LLP

7 More London Riverside

London

SE1 2RT

UK

Tel: +44 (0) xxxx

Email: xxxx.

xxxx

Project coordinator

PricewaterhouseCoopers LLP

7 More London Riverside

London

SE1 2RT

UK

Tel: xxxx

Email: xxxx

Supplier

xxxx
Job title
Company Name
address
Tel: xxxx
Email: xxxx

9. Service Agent

[Insert details of Supplier Service Agent if Supplier is not a UK entity]

10. Client specified terms and conditions

The following terms and conditions are hereby incorporated into this Statement of Work. DFID may enforce any of the provisions of this section 10 directly against the Supplier in accordance with the Contracts (Rights of Third Parties) Act 1999.

(i) Access and audit

- (a) The Supplier shall keep accurate and systematic actions, files and records ("the Records"). The Records shall clearly identify, among other things, the basis upon which charges have been calculated and the Supplier shall keep the Records throughout the duration of this Agreement and for six years following its termination.
- (b) The Supplier shall upon request provide DFID, its representatives including the National Audit Office or PwCS, unrestricted access to the Records in order that the Records may be inspected and copied. The Supplier shall co-operate fully in providing to DFID, its representatives or PwCS answers to such enquiries as may be made about the Records.
- (c) Where it is found by DFID or PwCS that any overpayment has been made to the Supplier the Supplier shall reimburse PwCS (who in turn will reimburse DFID) such amount within 28 days of the date of PwCS's written demand.

(ii) Corruption, commission and discounts

The Supplier warrants and represents to DFID and PwCS that neither the Supplier nor any of its staff:

- (a) Has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
- (b) Has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Supplier or Supplier's staff or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to DFID and PwCS, both of whose written consent was subsequently given to such payment.

Neither the Supplier nor any of the Supplier's staff shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Agreement.

(iii) Conflict of interest

- (a) Neither the Supplier nor any of the Supplier's staff shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Agreement.
- (b) The Supplier and the Supplier's staff shall notify DFID and PwCS immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

(iv) Time of the essence

Time shall be of the essence as regards the performance of the Supplier's obligations under this Agreement.

(v) Compliance with Legislation

The Supplier shall at all times comply with all relevant legislation from time to time in force insofar as it is relevant to performance of the Services under this Agreement. Supplier shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, the Sex Discrimination Act 1995 (as revised, amended or supplemented from time to time) or as prohibited by the laws of the place of the performance of any of the Services. Supplier shall take all reasonable steps to protect the environment in relation to the performance of the Services and shall comply with all applicable environmental laws, regulations and DFID practice.

(vi) Publications

- (a) Any publication shall contain an express acknowledgement of copyright as set out at Section 4.3 and the following statement:

“This document is an output from a project funded by the UK Department for International Development (DFID) for the benefit of developing countries. However, the views expressed and information contained in it are not necessarily those of or endorsed by DFID, which can accept no responsibility for such views or information or for any reliance placed on them.”

- (b) Supplier shall within ten days of the date of publication supply to PwCS or DFID (as appropriate) free of charge with as many copies of the publication as PwCS or DFID may reasonably request.

(viii) Provisions on Termination

Without prejudice to clause 6 of this Agreement, in the event that DFID elects to terminate the Prime Contract, then if required by DFID or PwCS Supplier will continue to perform its obligations under this Agreement in accordance with the terms of this Agreement and this Agreement shall not terminate until such time as the relevant international open tender process to identify and appoint a Replacement Provider has been completed and the Replacement Provider commences performance of the Services for DFID under the Prime Contract.

11. Supplier's acceptance of risk

The Supplier confirms that the Supplier is willing to work as a sub-contractor to PwC in **country names** over the duration of the project. The Supplier confirms that it will be responsible for its employees and independent consultants engaged by the Supplier in **country names** in relation to the services. The Supplier further confirms that it has reviewed the latest advice from the UK Foreign Office in relation to **country names** and understands and accepts the risks of working in **country names**.

The Supplier confirms on behalf of itself and its employees and independent consultants that it is working in **country names** without pressure or duress and that Supplier, to the extent permitted by law, will not hold PwC or any other PwC Entity responsible for any loss, cost, damage or liability incurred or suffered by Supplier, its staff and/or independent consultants as a result of working in **country names**.

12. PwC code of conduct

The Supplier will ensure the professional conduct of its named consultants at all times whilst providing the services, including adherence to PwC's code of conduct, a copy of which must be given to the Supplier's named personnel.

13. In the event of any conflict between this Statement of Work and the Agreement, the Statement of Work shall prevail.

Each of the parties has caused this Agreement to be executed on its behalf by its duly authorised representative.

Signed for and on behalf of
PricewaterhouseCoopers Services Limited

Signed for and on behalf of
Company Name

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit 1

CDKN pro forma supplier invoice

PricewaterhouseCoopers Services Limited
 c/o Peter James, Finance Controller CDKN
 7 More London Riverside
 London
 SE1 2RT
 UK

CDKN Ref project []
 CDKN Contract No []
 Supplier Ref/Inv No []

[] [February] 2011

To services rendered in connection with CDKN project [] and Contract No [] for the delivery of []; [] days @ £ [] per day Expenses; Accomodation @ £ [] per day Subsistence Flights Other expenses	£ X X X X	£ X X
Total Cost		X

[Payment destination requirements]