



«ContractorName»  
 «Address1»  
 «Address2»  
 «City»  
 «County»  
 «Postcode»  
 «ResidenceCountry»

«Email»

29 November 2016

Dear «ContractorName»,

**ODI Contract Number:** «SupplierContractNo»  
**Assignment Reference:** «ODIRefNo» «AssignmentTitle»

This letter and its appendices (A, B and C plus any other documents set out in the terms of reference) (together the “agreement”) confirm the terms and conditions under which «ContractorName» will provide the services specified in Appendix B

<b>Name of project</b>	«ProjectTitle»		
<b>ODI Project No.</b>	«ODIRefNo»	<b>Donor Ref.</b>	«DonorRefNo»
<b>Value of contract</b>	Up to «CurrencyTotal»		«ContractCurrency»
<b>Effective dates</b>	From «ContractStartDate» to «ContractEndDate»		
<b>ODI Project Leader</b>	«ProjectLeader»		
<b>VAT No</b>	«VATNo»		

to ODI. Key information is summarised below:

The terms and conditions set out in this agreement apply to the parties to the exclusion of any other terms. If you agree to provide the services according to this agreement, please sign both copies of this letter, returning one to ODI and retaining one for your own records.

**Signed:**

On behalf of ODI:

Name Teja Zbikowska  
 Position Company Secretary  
 Date  
 E-mail for notices t.zbikowska@odi.org.uk

On behalf of the Supplier:

Name «SupplierSignatoryName»  
 Position «SupplierSignatoryPosition»  
 Date  
 E-mail for notices «SupplierSignatoryEmail»

**Cc:** ODI Finance Office

---

ODI  
 203 Blackfriars Road  
 London SE1 8NJ  
 United Kingdom

**Tel:**+44 (0)20 7922 0300  
**Fax:**+44 (0)20 7922 0399

---

Registration No. 661818  
 Charity No. 228248

---

odi.org.uk

## **Appendix A**

### **Terms and Conditions**

**For the avoidance of doubt; 'you' means the Supplier and 'we' means ODI throughout this agreement.**

**1. Individual:** if you are an individual you agree to provide the services under this agreement as an independent, self-employed contractor and are therefore responsible for matters of taxation, insurances, national insurance and superannuation.

**2. Organisation:** if you are an organisation, you will:

2.1. Make all reasonable efforts to maintain continuity in relation to any personnel named in Appendix B (the personnel) (or as varied with the prior agreement of ODI);

2.2. Ensure that all personnel have the requisite skills, experience, qualifications and knowledge necessary to perform the tasks assigned to them and, in doing so, adopt reasonable and proper standards of behaviour; in the event of breach of this undertaking, you shall, upon written request of ODI, rectify the breach by promptly replacing the personnel concerned.

**3. Payment and invoicing:**

3.1. In consideration of the provision of the services by you, ODI shall pay the charges as set out in Appendix C.

3.2. Where the Services are provided on a time and materials basis:

a. the charges payable for the services shall be calculated in accordance with the daily fee rates for the personnel as set out in Appendix C;

b. daily fee rates for personnel are calculated on the basis of an eight-hour day, unless agreed otherwise with ODI.

3.3. You will invoice ODI in accordance with the payment schedule with each instalment being conditional on your achieving the corresponding milestone.

3.4. Should ODI dispute the correct amount owing under an invoice, we will make payment of any undisputed amount and shall withhold payment of the disputed amount until such dispute is resolved.

**4. Performance:**

4.1. You will perform (or, if applicable, you shall procure that your staff and agents shall perform) the services with reasonable care, skill, diligence and efficiency and in accordance with applicable and generally recognised practices and standards, ensuring that:

a. the services and deliverables conform with all specifications provided by ODI (including ODI's Ethics Policy and any other policy noted in the Terms of Reference);

b. the services, deliverables, and any other materials supplied are free from defects in workmanship, content, materials and design; and

c. the deliverables are fit for any purpose made known to you by ODI.

4.2. You will allocate sufficient resources to the project to ensure the milestones are achieved or deliverables submitted to the agreed schedule.

4.3. You will not further subcontract any of the work without written agreement from ODI.

4.4. Both parties agree to inform each other in writing of any circumstances that may affect the performance of the work as soon as reasonably practicable.

**5. Remedies:**

Appendix A  
Terms and conditions

- 5.1. Notwithstanding any prior acceptance of, including payment for, the services, if, in the opinion of the ODI Project Leader and/or the donor, the work has not been performed or supplied within the terms of this agreement, ODI shall be entitled to exercise the following rights and remedies:
  - a. to require you, without charge or cost to ODI, to carry out such additional services as are necessary to remedy the issue; or
  - b. to suspend payment of any outstanding invoice or any amount due and owing by ODI to you until any issues have been remedied;
- 5.2. Where problems persist, or it is clear that adequate remedy will not be possible, ODI shall also be entitled:
  - c. to suspend further performance of the services and refuse any subsequent performance which you attempt to make (without any future liability on the part of ODI to you);
  - d. to reduce the amount payable to reflect the value of the services performed and any loss suffered by ODI; or
  - e. to recover from you any reasonable costs incurred by ODI in obtaining substitute services from a third party;

**6. Indemnity and insurance:**

- 6.1. You will keep ODI indemnified and hold ODI harmless from and against any and all claims and all liabilities, costs, expenses awarded against, or incurred or paid by, ODI as a result of or in connection with any claim arising out of, or in connection with, your supply of the services.
- 6.2. You will take out and maintain appropriate insurance with a reputable insurance company throughout the term of this agreement. ODI does not accept any responsibility or liability in connection with your failure to take out and maintain relevant insurance.
- 6.3. If you are required to travel for the work commissioned under this contract, ODI will determine whether or not we have a duty of care over you for that travel.
- 6.4. If ODI confirms that we do have a duty of care over you, you undertake to comply with our travel policy and procedures as made known to you, including providing us with any information we request from you. In turn, we will insure your travel, providing it is out with your country of residence and is for a period of less than 12 months.
- 6.5. If ODI does not have a duty of care over you, you accept full responsibility for your health, safety, and security or the health, safety and security of your employees, contractors or agents for the duration of the contract during any periods of travel. Further, in signing this contract, you confirm that you have in place adequate policies, procedures and insurances to ensure the competency and on-going safety and security of all those who travel for you under this project.

**7. Termination:**

- 7.1. This agreement shall terminate automatically upon the completion of the services in accordance with this agreement.
- 7.2. Either party may terminate this agreement at any time upon not less than thirty days written notice to the other.

Appendix A  
Terms and conditions

- 7.3. Without limiting its other remedies, either party may terminate this agreement immediately by giving notice in writing to the other party, if the other party is in breach of a material term of this agreement, and fails to remedy the breach (if capable of remedy) within seven days of that party being notified in writing of the breach.
- 7.4. Further, ODI may terminate this agreement immediately by giving notice in writing, at any time, where:
- a. we reasonably believe that you have, or you have been found to have, committed an act of gross misconduct (such as dishonesty, discrimination, criminal act or irregular practice, including bribery and extortion) while working under this agreement; or
  - b. we reasonably believe there to have been conduct prejudicial to ODI's reputation or standing.
- 7.5. You agree to take immediate steps from the date of any notice to terminate this agreement to bring the services to a close in a cost effective, timely and orderly manner.
- 7.6. On termination, you shall invoice ODI for those fees and reimbursable costs properly incurred or committed without possibility of recovery. Where this invoice is not disputed, ODI shall pay all monies.
- 7.7. On termination of this agreement for any reason, you shall immediately deliver to ODI all deliverables whether or not then complete; the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

**8. Intellectual and other property rights:**

- 8.1. The intellectual property rights to and copyright in respect of the deliverables and any reports, background materials and data arising from the performance of these services (not including pre-existing materials) shall belong to ODI.
- 8.2. You warrant that you shall have full, clear and unencumbered title to (and right to transfer title to) all such items. You shall not cause or permit anything that may reduce the value of the rights and titles or to assist or allow others to do so.
- 8.3. You shall not use for the benefit of, or disclose to, any third party, or reproduce, in whole or in part, any of the above mentioned materials without ODI's prior written consent. Providing you have the written consent of ODI, you can re-use the above mentioned material as specified in such consent.

**9. Conflict of interest:**

- 9.1. Unless otherwise agreed in writing, you will not engage directly or indirectly in any activities which are or are likely to be in conflict with ODI's interests in this agreement or where such activities may adversely affect the performance of the services. You will inform ODI in writing as soon as reasonably practicable where there is a potential conflict of interest relating to the work performed. Should any such conflict of interest arise, ODI may terminate this agreement with immediate effect.

**10. Confidentiality:**

Appendix A  
Terms and conditions

- 10.1. Both parties agree to treat as confidential all information marked as such for three years from the date of disclosure and to use all reasonable efforts to ensure confidentiality is maintained.

**11. Force Majeure:**

- 11.1. Neither party shall be liable to the other as a result of any delay or failure to perform any or all of its obligations under this agreement if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party, including but not limited to, a Force Majeure Event.
- 11.2. In such situations this agreement will remain in effect but the obligations shall be suspended for a period equal to the circumstance of Force Majeure or 30 days, whichever is the shorter. The affected party should give the other prompt written notice as soon as practicable and discuss how best to continue the services. If the event continues for more than 30 days either party may give written notice to terminate this Agreement forthwith.

**12. Settlement of disputes and governing law:**

- 12.1. Both parties agree to endeavour to settle any dispute arising from this agreement equitably and in good faith. If the parties are not able to resolve the dispute within thirty days of notification, the matter may be referred by either party, for settlement by mediation (in London and in English) in accordance with the UK Centre for Dispute Resolution Model Mediation Procedure.
- 12.2. Court proceedings may not be commenced until the parties have attempted to settle the dispute by mediation and that mediation has terminated or as otherwise mutually agreed. The costs of any dispute settlement shall be borne by the parties incurring them.
- 12.3. This agreement and any obligations arising out of or in connection with it shall be governed by and construed in accordance with English law. Both parties submit to the exclusive jurisdiction of the courts of England and Wales.

**13. Compliance:**

- 13.1. You will, (and you shall procure that all personnel and agents shall), at all times, perform the services in compliance with all statutory responsibilities for health, safety, welfare and environmental protection and shall conform to all laws including statutes, regulations and by-laws of local or other authorities.

**14. Anti-bribery:**

- 14.1. You and, where relevant, you will ensure that your employees, agents etc. will:
- a. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010;
  - b. not engage in any activity, practice or conduct which would constitute an offence under Sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
  - c. have and shall maintain in place, to the extent applicable, throughout the term of this agreement your own policies and procedures, including adequate procedures under the Act;

Appendix A  
Terms and conditions

- d. promptly report to ODI any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this agreement; and
- e. immediately notify ODI in writing if a foreign public official becomes an officer or employee of your organisation or acquires a direct or indirect interest in your organisation.

**15. Miscellaneous**

- 15.1. Audit: you agree to maintain accurate records of the fees, costs and invoices and will allow both ODI and the donor access to inspect such records at all reasonable times.
- 15.2. Return of property: upon request, and upon expiry or termination of this agreement, you shall promptly return to ODI any property belonging to us, any confidential information provided to you (in whatever form) or any sum which has been paid to you by ODI in excess of that to which you are entitled under this agreement. ODI may withhold payment of any outstanding sums due until this is complied with.
- 15.3. Rights and obligations remaining in force: the rights and obligations of this agreement that are of a continuing nature shall remain in force after expiry or termination of the agreement.
- 15.4. Modifications: this agreement cannot be amended except in writing agreed and signed by both parties.
- 15.5. Entirety: the covering letter together with its appendices constitutes the entire mutual undertaking of the parties and supersedes all previous drafts or agreements between them, relating to the subject matter of this agreement.
- 15.6. Notices: any notice or request under or in connection with this agreement shall be in writing and in English and shall be delivered to the other party personally in hard copy or sent by email to such party's email address identified on page 1, and shall be effective upon proof of receipt or, if no proof is available, 2 days after sending.
- 15.7. Rights of third parties: any person who, or entity which, is not a party to this agreement shall not have any rights under or in connection with this agreement.
- 15.8. Partnership or agency: nothing in this agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name, or on behalf of, or otherwise to bind the other in any way. You are an independent contractor and neither you nor your employees, officers, agents and contractors are agents or employees of ODI.
- 15.9. Waiver: failure to, delay in or partial exercise of any right or remedy provided under this agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy. A waiver of any right or remedy provided under this agreement or by law shall only be effective if it is in writing; it shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

**Appendix B**  
**Terms of Reference**

This agreement provides for the supplier to complete the services as set out in the below schedule:

«TOR»

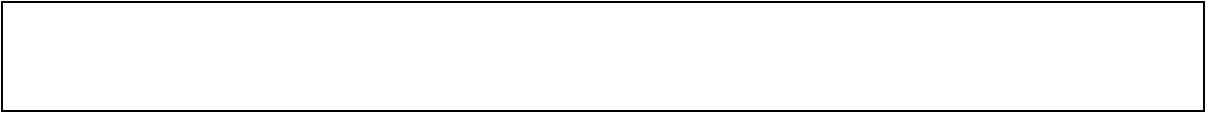
<b>Personnel</b>		
Note that the below can only be changed with the written agreement of ODI		
<i>Name</i>	<i>No. Days</i>	<i>Fee rate / Honorarium</i>
«Person1»	«P1PlannedDays»	«P1DailyRate»
«Person2»	«P2PlannedDays»	«P2DailyRate»
«Person3»	«P3PlannedDays»	«P3DailyRate»
«Person4»	«P4PlannedDays»	«P4DailyRate»
«Person5»	«P5PlannedDays»	«P5DailyRate»
«Person6»	«P6PlannedDays»	«P6DailyRate»
«Person7»	«P7PlannedDays»	«P7DailyRate»
«Person8»	«P8PlannedDays»	«P8DailyRate»
«Person9»	«P9PlannedDays»	«P9DailyRate»
«Person10»	«P10PlannedDays»	«P10DailyRate»
<i>ODI require timesheets from the personnel?</i>	Yes	

<b>Schedule of Milestones and / or Deliverables</b>		
<i>Output</i>		<i>Due Date</i>
1	«Output1»	«O1DueDate»
2	«Output2»	«O2DueDate»
3	«Output3»	«O3DueDate»
4	«Output4»	«O4DueDate»
5	«Output5»	«O5DueDate»
6	«Output6»	«O6DueDate»
7	«Output7»	«O7DueDate»
8	«Output8»	«O8DueDate»
9	«Output9»	«O9DueDate»
10	«Output10»	«O10DueDate»

Any change to these terms of reference must be agreed in writing.

**The support provided by ODI will be as follows:**

«ODISupport»





**Appendix C  
Payment Schedule**

Subject to the satisfactory completion of the work and you providing proof of your self-employed status (where relevant) payment will be as set out below:

<b>Currency:</b>	«ContractCurrency»
<b>Total Personnel Days (if applicable):</b>	«TotalPlannedDays»
<b>Total Personnel Fees (if applicable):</b>	Up to «TotalPersonnelFees»
<b>Total Lump Sum Fees:</b>	«LumpSumFee»
<b>Total Fees:</b>	<b>«TotalFees»</b>
<b>The following reimbursable expenses may be retrospectively claimed at the same time as the below invoices:</b>	Travel (up to): «Travel» Accommodation (up to): «Accommodation» Subsistence (up to): «Subsistence» Communication (up to): «Communication» Other (up to): «OtherCharges» <b>TOTAL: «TotalExpenses»</b>
<b>VAT:</b>	«VAT»
<b>Total Max Contract Value:</b>	Up to «ContractCurrency» «CurrencyTotal»

<b>Invoice Schedule</b>		
<b>Invoice No.</b>	<b>Details</b>	<b>Amount («ContractCurrency»)</b>
<b>1</b>	«InvoiceDetails1»	«InvoiceAmount1»
<b>2</b>	«InvoiceDetails2»	«InvoiceAmount2»
<b>3</b>	«InvoiceDetails3»	«InvoiceAmount3»
<b>4</b>	«InvoiceDetails4»	«InvoiceAmount4»
<b>5</b>	«InvoiceDetails5»	«InvoiceAmount5»
<b>6</b>	«InvoiceDetails6»	«InvoiceAmount6»
<b>7</b>	«InvoiceDetails7»	«InvoiceAmount7»
<b>8</b>	«InvoiceDetails8»	«InvoiceAmount8»
<b>9</b>	«InvoiceDetails9»	«InvoiceAmount9»
<b>10</b>	«InvoiceDetails10»	«InvoiceAmount10»

**Conditions of payment:**

- The total amount above and subsequent payments are inclusive of all taxes (including VAT) and insurances.
- Where fees are based on a daily rate, only those days actually worked (up to the maximum amount allowed) shall be invoiced.
- All claims for reimbursable expenses must be set out on an invoice and accompanied by the relevant receipts and boarding passes.
- Any benefits or discounts received shall be passed immediately to ODI.
- No payments other than those listed herein shall be made by ODI.
- Payment terms are 30 days from receipt of invoice.
- UK payments will be by BACS transfer; overseas payments shall be made by foreign currency transfer.
- Invoice requirements are as follows:
  - The word "Invoice", the date and unique invoice number must be clearly shown (e.g. in bold, large letters at the top of the document).
  - The invoice must contain your name/organisation name, company number, address and contact information

- The invoice must include ODI's name and address
- The invoice must include a clear description of what is being invoiced (e.g. types of services/expenses) along with the date the services were rendered/expenses were incurred and cost (ref. Payment Schedule).
- If you are registered for VAT, the you shall include your VAT registration number, the amount of VAT being charged, and the VAT rate that has been applied.
- Bank account details for new suppliers should be supplied to ODI using the form found in Appendix D. Bank details should also appear on all invoices.
- Should such bank details change, you shall advise ODI in writing of this change. For individuals, the request must be signed by that individual. For organisations, the request must be submitted on official letterhead and signed by an authorised person.

**All new ODI contractors must complete this form**

Any subsequent requests to change to your bank details will only be made once your signed, written consent has been submitted to the ODI Finance office.

Bank Payments to UK accounts	Type:	BACs
Account Holder Name:		
Bank Name:		
Branch Name:		
Sort Code (6 digits):		
Account No (8 digits)		

Bank Payments to Non-UK accounts ( <i>International Transfers</i> )	Type:	TRANSFER
Where your bank will not accept the currency stated in your subcontract, please indicate <b>one</b> currency that they will accept:		
<p><i>For direct remittances to <b>final beneficiary</b> accounts. Complete final beneficiary account details:</i></p>	<p><i>For remittances to beneficiary <b>via a correspondent/intermediary</b> bank. Complete final beneficiary details, to the left, and here, Complete correspondent bank details:</i></p>	
Bank Name:	Bank Name:	
Bank Address:	Bank Address:	
Bank IBAN No:	Bank IBAN No:	
Bank SWIFT or BIC Code:	Bank SWIFT or BIC Code:	
ABA No:	ABA No:	
Account Name:	Account Name:	
Account No:	Account No:	
Please note, for <b>ALL Non-UK accounts</b> , a <b>SWIFT</b> or <b>BIC</b> code <b>MUST</b> be provided		
For <b>ALL European accounts</b> , an <b>IBAN</b> code <b>MUST ALSO</b> be provided		
An ' <b>ABA</b> ' number is an additional identifier used in the U.S. only		

PAYEE CONTACT DETAILS	Any Special Instructions (e.g. wire or routing number):
Address: <input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>
Telephone:	
E-mail:	
Notification of payment will be sent by email	

ODI Internal Use Only		
Supplier Type	Authorisation, Sign:	Print Name