

Section 4
SPECIAL CONDITIONS

DFID Officials

1.1 The Contract Officer is:
[
Department for International Development
Telephone: [

1.2 The Project Officer is:
[
Telephone: [

2. Additional Documents to be included in this Contract

The following documents are included in and form part of the Contract in addition to Sections 1-5 inclusive:

[

3. Key Personnel

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

[

4. Sub-Contractors

The Supplier has DFID's consent to appoint the following sub-contractors:

[

5. Insurance

The Supplier is required to maintain professional indemnity insurance cover greater than the amount of the Financial Limit that insurance cover shall be in the sum of [].

6. Procurement

The Supplier shall appoint [] as DFID's Procurement Agent pursuant to Clauses 23.1 to 23.3 of Section 2. If no Procurement Agent is specified the Supplier must comply with Clauses 23.4 to 23.6 of Section 2.

The following procedures are to be complied with in the procurement of Equipment:

[

7. Equipment

The following items of Equipment may be used by the Supplier's Personnel for lawful personal use. The Supplier accepts full responsibility for the consequences of such personal use and indemnifies DFID and its agents, employees and servants in respect of any costs or liability incurred as a result of claims by third parties in connection with such personal use.

[

8. **Price and Payment**

If the amount to be paid to the Supplier by way of remuneration for the completion of the Supplier's obligations under this Contract has been fixed at the time of signature of this Contract the amount shall be as provided for in Section 5.

Payments of the fixed remuneration shall be made on a 'Milestone Payment Basis' and the following Clauses 26 and 27 shall be substituted for Clauses 26-27 inclusive, of Section 2.

“26. Milestone Payment Basis

26.1 Where the applicable payment mechanism is "Milestone Payment", invoices shall be submitted for the amounts indicated in Section 5 as and 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.

26.2 Payments pursuant to clause 19.1 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Contract were properly due.

27. Intentionally blank.”

9. **Limitation of Liability**

The Supplier's limit of liability shall be as provided for in Clause 35 of Section 2 unless a different amount is provided for below in which event that different amount shall apply.

[

10. **Reports**

The Supplier is required to submit project reports to the Recipient through the Project Officer at the address shown in Clause 1.3 of Section 4 in accordance with the Terms of Reference at Section 3 or as provided for below.

[

[Reports should be presented in the format described here

11. **Intellectual Property Rights**

Clause 14 of Section 2 shall be deleted and replaced by the following provisions:

"14 Any reports or documents prepared or information or inventions produced by or on behalf of the Supplier relating to the Contract and all intellectual property rights therein shall be the property of the Crown. The Supplier hereby assigns to the Crown all intellectual property rights in the above mentioned material generated by the Supplier in the performance of the Contract and waives all moral rights relating to such materials."

(Use of this Clause should be considered if it is in DFID's interests to retain exclusive IPR perhaps where work for either DFID or the Recipient is of a highly sensitive nature (either economic/commercial/political/technical)).

12. **Medical Insurance**

The Supplier is responsible for ensuring adequate and appropriate medical insurance cover before beginning work overseas under a DFID contract for services. The Supplier's fee is deemed to include an element to cover the cost of medical insurance.

It is not the responsibility of the local DFID office, British Embassy or High Commission to meet the cost of the Supplier's medical care nor to make arrangements for evacuation in a medical emergency, although they will provide assistance if they can. On arrival, the Supplier should report to the DFID local office, British Embassy or High Commission with details of medical insurance arrangements in case of a medical emergency.

13. **Jurisdiction**

Any dispute arising out of in relation to this Contract shall be determined in accordance with Clauses 37 and 38 of Section 2 and in addition the parties hereby submit to English jurisdiction to the exclusion of all foreign jurisdictions save that a foreign jurisdiction may apply solely for the purposes of giving full effect to this Contract and for the enforcement of any judgement order or arbitration award given under the English jurisdiction.

14. **Retention of Rights**

The following clauses shall continue in force (in addition to those provided for in Clause 36 of Section 2) following the termination of this Contract:-
[

15. **Special Conditions for contracts placed by DFID's overseas offices.**

15.1 For the purposes of Section 2, Clause 23.4 the amount of £100,000 shall be substituted by [].

15.2 For the purposes of Section 2, clause 28.2 DFID shall make payments by a method most convenient to DFID. All invoices must contain details of the bank account.

15.3 Section 2, Clause 29.2 first sentence, shall be substituted with the following:

“Payment shall be made in [currency] in [country]”

15.4 If the Acts referred to in Section 2, Clause 32.3 are not applicable because this Contract is placed outside the UK, DFID shall have the right to terminate under Clause 32.3 if, had the Acts been applicable, the Supplier or any member of the Supplier's Personnel acts in a way which (a) would be an offence under the Acts or (b) is an offence involving corruption, crime of terrorism under the legislation of any country.

15.5 DFID shall have the right to terminate under Section 2, Clauses 32.3 (c) and (d) in the event of any occurrence, act or thing of a similar nature to those occurrences, acts or things referred to in Section 2, Clauses 32.3 (c) and (d).

16. **ANY ADDITIONAL SPECIAL CONDITIONS THAT MAY BE REQUIRED SHOULD BE INSERTED BELOW.**