

1. DEFINITIONS

1.1 In these Terms and Conditions the following words shall have the following meanings:-

"Appointment Letter"	means the covering letter of appointment attached to these Terms and Conditions and any subsequent appointment letter agreed between LSE and the Sub-contractor which incorporates (by reference) these Terms and Conditions;
"Audio Visual Material"	Means audio and/or visual materials produced by the Sub-contractor the Sub-Contractor's Personnel pursuant to the performance of the Services including, but not limited to, sound and/or video recordings, podcasts, images, and webex recordings;
"Confidential Information"	means, in relation to LSE, DfID, other sub-contractors engaged by LSE and/or LSE's customers or clients, all confidential information of any nature whatsoever including without limitation:- (a) Except where this engagement is a Research Award, research data produced and/or generated by the Sub-contractor in connection with the Services; (b) any other information identified as confidential information obtained or received during the performance of the Services; © for non-research awards confidential information will include all material generated by activities subject of this agreement and identified by the sub-contractor, LSE or DfID
"Contract"	means these Terms and Conditions and the Appointment Letter;
"Control"	means the ability to control or direct the affairs of another, whether by virtue of the ownership of shares, contract or otherwise;
"DfID"	means the Secretary of State for International Development at the Department for International Development, Abercrombie House, Hairmyres, East Kilbride, Glasgow, G75 8EA;
"Electronic Form"	shall include, but not be limited to, digital, optical and magnetic information storage and retrieval systems (such as, by way of example and not limitation, videos, floppy diskette based software, CD-ROM, interactive software, compact discs, ROM-Card, silicon chip and other such systems), off-line and on-line electronic or other (including but not limited to satellite) transmission, and any other device or medium for electronic reproduction, publication, distribution or transmission, whether now or hereafter known, invented or developed;
"Electronic Form Rights"	means the right to prepare, reproduce, publish and sell, to distribute, transmit, download or otherwise transfer or make available copies, and to license the foregoing rights,

in electronic versions of the Material: that is versions that include the Material (in complete, condensed, adapted, manipulated or abridged versions, and in compilations) for performance and display in any manner (whether sequentially or non-sequentially, and together with accompanying sounds and images, if any) by any Electronic Form;

"Fee"	means the total (gross) sum payable to the Sub-contractor by LSE as specified in the Appointment Letter;
"IGC"	means the International Growth Centre which is managed and operated by LSE and its sub-contractors for DfID;
"LSE"	means the London School of Economics & Political Science, a company limited by guarantee (incorporated in England with company registration number 70527) and an exempt charity, whose registered office is at Houghton Street, London WC2A 2AE;
"Material"	means all and any written articles, reports, stories, graphics, designs, photographs, research, data or drafts or any other material of whatever nature produced by, for or on behalf of the Sub-contractor under this Contract;
"Non-Research Award"	means Services to be provided in circumstances where your engagement by this Contract has not, in the Appointment letter, been designated as a Research Award of the IGC;
"Records"	has the meaning given in Condition 4.3;
"Research Award"	means the Services are such that, in the Appointment Letter, IGC has designated your engagement by this Contract as a Research Award of the IGC;
"Sell"	In the case of research awards the right to "sell" materials will be limited to the recovery of the direct costs of publishing, reproduction or delivery charges.
"Services"	means the particular services and work specified in the Appointment Letter together with such variations or additional services and work as may reasonably be specified from time to time by LSE;
"Sub-contractor"	means the person(s) defined as such in the Appointment Letter;
"Sub-contractor's Personnel"	means any person instructed pursuant to this Contract to undertake any of the Sub-contractor's obligations under this Contract, including (without limitation) the Sub-contractor's employees, agents and sub-contractors;
"Term"	means either: <ul style="list-style-type: none">(i) the Contract period specified in the Appointment Letter; or(ii) if no such period is specified, the period from the date of the Contract until completion of the Services; or(iii) the date of termination of the Contract in accordance with Condition 9 or Condition 15.2;
"Terms and Conditions"	means these terms and conditions and reference to a "Condition" shall be to a term or condition set out in this

document.

1.2 When interpreting the Contract:

1.2.1 headings are for ease of reference only and shall not affect the construction of the Contract;

1.2.2 "communication" and "electronic communication" means the same as in the Electronic Communications Act 2000;

1.2.3 words importing one gender include any other and the singular includes a plural and vice versa and references to a person include any individual, firm or body corporate, joint venture, government, state or agency of a state or any partnership or association (whether or not having a separate legal personality); and

1.2.4 if there is any conflict or inconsistency between these Terms and Conditions and the terms of the Appointment Letter, then (unless expressly stated otherwise in the Appointment Letter) the order of priority shall be:

(a) these Terms and Conditions; and

(b) the terms of the Appointment Letter.

2. SERVICES AND FEE

2.1 The Sub-contractor will perform the Services during the Term in consideration of the Fee. Time shall be of the essence of the Contract if and to the extent that LSE identifies an explicit requirement for urgent completion of specific tasks forming part of the Services. In the absence of any such identified explicit requirement, the Sub-contractor shall use all reasonable endeavours to comply with applicable timescales for the performance of its duties and obligations under the Contract.

2.2 The Sub-contractor hereby agrees and undertakes that:

2.2.1 the Material produced by the Sub-contractor and the Services will be provided to a standard, quantity, format and timeliness to meet LSE's requirements as specified in the Appointment Letter and/or as otherwise agreed from time to time with LSE; and

2.2.2 the Sub-contractor shall provide the Services and perform all of its obligations under this Contract with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

2.3 All payments due to the Sub-contractor by LSE shall be made not more than 30 days after the Sub-contractor has provided a valid invoice in respect thereof.

2.4 No payment shall be or become due to the Sub-contractor unless LSE (acting reasonably) is satisfied that the Sub-contractor is or has been carrying out its duties, obligations and responsibilities in accordance with the Contract. If for any reason LSE (acting reasonably) is dissatisfied with the Sub-contractor's performance of the Contract, an appropriate sum may be withheld from any payment otherwise due. In such event LSE shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries. If LSE (acting reasonably) determines, after paying for a particular Service, that the Service has not been completed satisfactorily, LSE may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its reasonable satisfaction.

2.5 Unless otherwise expressly provided in the Appointment Letter, the Sub-contractor's invoices should be submitted monthly in arrears. LSE reserves the right not to pay any amount due in respect of an invoice received by LSE more than 90 days after the day when the Sub-contractor first became entitled to render an invoice for the payment to which it relates.

2.6 Unless otherwise expressly provided in the Appointment Letter, all payments to the Sub-contractor shall be made in UK pounds sterling.

3. SUB-CONTRACTOR PERSONNEL

- 3.1 All members of the Sub-contractor's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Sub-contractor complies with all the Sub-contractor's obligations under this Contract.
- 3.2 No changes or substitutions may be made to members of the Sub-contractor's Personnel identified as key personnel in the Appointment Letter without LSE's prior written consent.
- 3.3 If LSE or DfID considers any member of the Sub-contractor's Personnel unsuitable, the Sub-contractor shall substitute such member as quickly as reasonably possible without direct or indirect charge with a replacement acceptable to LSE.
- 3.4 The Sub-contractor is responsible for all acts and omissions of the Sub-contractor's Personnel and for the health, safety and security of such persons and their property.
- 3.5 The Sub-contractor warrants and undertakes that if and whenever the Services require the Sub-contractor or any of the Sub-contractor's Personnel to be present and/or to undertake work in the United Kingdom or any other country, the Sub-contractor will:
 - 3.5.1 comply with all applicable legal requirements for entry to and working in the United Kingdom or the other country concerned including (without limitation) obtaining such business visitor visas as may be required from time to time; and
 - 3.5.2 (if so requested by LSE) produce evidence of such compliance in such form as LSE may require.

4. LSE POLICIES AND DFID REQUIREMENTS

- 4.1 The Sub-contractor acknowledges and accepts that:-
 - 4.1.1 LSE reserves the right to decide whether or not to use or publish any Material submitted by the Sub-contractor;
 - 4.1.2 in consultation with the Sub-contractor, LSE may amend, edit or add to any such Material so submitted including (without limitation) in circumstances where (i) the Material does not conform to the agreed requirements and/or specification or (ii) the Material contains typographical and/or other presentational errors or (iii) LSE is advised by its legal advisers that publication and/or use of the Material in the form submitted might give rise to third party claims; and
 - 4.1.3 LSE is required to grant to DfID a world-wide, non-exclusive, irrevocable, royalty-free licence to use all the Material, "use" meaning, without limitation, the reproduction, publication and sub-licence of all the Material and the intellectual property rights therein, including the reproduction and sale of the Material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.
- 4.2 The Sub-contractor shall ensure that all members of the Sub-contractor's Personnel are aware that the Official Secrets Acts 1911 to 1989 may apply to them.
- 4.3 The Sub-contractor shall keep accurate and systematic accounts, files and records (the "Records"). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Sub-contractor shall keep the Records throughout the duration of the Contract and for six years following its termination.
- 4.4 The Sub-contractor shall upon request provide to LSE and/or to DfID (or their respective representatives including, without limitation, the National Audit Office), unrestricted access to the Records in order that the Records may be inspected and copied. The Sub-contractor shall co-operate fully in providing to LSE and/or to DfID or their representatives answers to such enquiries as may be made about the Records.
- 4.5 Where it is found by LSE and/or by DFID that any overpayment has been made to the Sub-contractor, the Sub-contractor shall reimburse LSE such amount within 28 days of the date of LSE's written demand so to do.
- 4.6 Neither the Sub-contractor nor any of the Sub-contractor's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Contract. The Sub-contractor and the Sub-contractor's Personnel shall notify LSE immediately of:

- 4.6.1 any actual or potential conflict together with recommendations as to how the conflict can be avoided; and
- 4.6.2 any matters, facts or circumstances which otherwise bring into question the independence or impartiality of any Services to be provided by the Sub-contractor.
- 4.7 Having regard to the nature of this appointment, the Sub-contractor shall be entitled to supply services to any third party provided that this does not (i) prejudice the Sub-contractor's ability to perform the Services in a timely and efficient manner or (ii) give rise to a conflict of interest for the Sub-contractor.
- 4.8 The Sub-contractor shall not discriminate within the meaning and scope of the provisions and principles set out in the following UK legislation; Race Relations Act 1976¹, the Sex Discrimination Acts 1975² and 1986³, and the Disability Discrimination Act 1995⁴ (as revised, amended or supplemented from time to time. The Sub-contractor shall take all reasonable steps to ensure that the Sub-contractor's Personnel do not unlawfully discriminate as set out in this Condition.

5. TAX

- 5.1 The following provisions shall apply (as appropriate in the particular circumstances) whenever the question of whether the Sub-contractor should have the status of a self-employed person arises:-
- 5.1.1 where the Sub-contractor is an individual person, such status must be agreed by the Sub-contractor's tax office (or other relevant authority) and evidence in a form acceptable to LSE must be provided substantiating such agreement before LSE will accept that the Sub-contractor shall have the status of a self-employed person;
- 5.1.2 Where the Sub-contractor is a body corporate, evidence in a form acceptable to LSE must be provided substantiating the incorporation and existence of such body corporate otherwise all Fee payments may be made subject to deduction of taxes as per the provisions of 5.2; and
- 5.1.3 in any other case, such information and/or evidence as LSE may reasonably request must be provided before LSE will accept that the Sub-contractor shall have the status of a self-employed person.
- 5.2 If LSE agrees that the Sub-contractor shall have the status of a self-employed person, then (for the avoidance of doubt) the Sub-contractor shall be responsible for all income and/or corporation tax liabilities and/or national insurance or similar contributions in respect of the Fee, including any interest and/or penalties in respect thereof (together "Taxes"). Otherwise, all Fee payments will be made subject to deduction of such Taxes as LSE may (in accordance with its normal accounting procedures) properly consider to be appropriate from time to time including, without limitation, employer's (as well as employee's) national insurance contributions.
- 5.3 The Sub-contractor hereby agrees and undertakes to indemnify and to keep LSE fully and effectively indemnified from and against:-
- 5.3.1 any claims, proceedings or demands which may be made by the relevant authorities against LSE in respect of Taxes relating to the Sub-contractor's Services; and
- 5.3.2 any damages, losses, liabilities, costs and/or expenses suffered or incurred by LSE in connection with Taxes relating to the Sub-contractor's Services and/or the Fee,
- save to the extent that LSE has already deducted Taxes from the Fee payments.
- 5.4 Unless otherwise stated, all sums payable under this Contract are exclusive of value added tax which shall (if appropriate) be additionally payable against (and subject to) receipt of a proper VAT invoice.

¹ <http://www.legislation.gov.uk/ukpga/1976/74>

² <http://www.legislation.gov.uk/ukpga/1975/65/contents>

³ <http://www.legislation.gov.uk/ukpga/1986/59/contents>

⁴ <http://www.legislation.gov.uk/ukpga/1995/50/contents>

6. PENSION AND OTHER BENEFITS

- 6.1 For the avoidance of any doubt, (except only as mentioned in Condition 6.2) LSE will not make any provision in relation to maternity leave, maternity benefits, pension, sick pay or annual leave, nor will LSE pay national insurance contributions (for the avoidance of doubt, neither employer's nor employee's national insurance contributions will be paid by LSE) or similar contributions on behalf of the Sub-contractor or otherwise. The Sub-contractor must therefore make personal arrangements in the event of an accident or sickness, and to provide life insurance cover and/or pension benefits.
- 6.2 Condition 6.1 is without prejudice to and does not affect in any way the rights and benefits enjoyed by LSE employees by virtue of their employment with LSE.

7. CONFIDENTIALITY

- 7.1 The Sub-contractor acknowledges that all Confidential Information is secret and confidential to LSE, DfID, other sub-contractors engaged by LSE and/or to LSE's customers or clients and accordingly the Sub-contractor agrees to keep such information confidential and will not, without the prior written consent of LSE (unless such information is already in the public domain or save as required by law) disclose or reveal or otherwise make available any Confidential Information to any person, firm or company, except as directed by LSE, during the period of this Contract and at all times after the Contract has been terminated for whatever reason.
- 7.2 The Sub-contractor undertakes to take all such steps as shall be necessary from time to time to procure compliance with Condition 7.1 by the Sub-contractor's Personnel.

8. USE OF NAMES AND REPUTATION

- 8.1 The Sub-contractor will not:-
- 8.1.1 (except as provided in Condition 8.2), make use of the names "London School of Economics & Political Science", "LSE" or any other trade names and/or trade marks of LSE in soliciting work for the Sub-contractor or for any marketing activity whatsoever or for any other purpose either during the Term or at any time thereafter, in each case without the prior written consent of LSE;
- 8.1.2 make use of the names "International Growth Centre", "IGC", "Department for International Development" or "DfID" in soliciting work for the Sub-contractor or for any marketing activity whatsoever or for any other purpose either during the Term or at any time thereafter, in each case without the prior written consent of LSE;
- 8.1.3 act in such a way as to jeopardise the reputation of LSE or IGC for independent and unbiased research and/or comment;
- 8.1.4 misrepresent in any way the nature of the Sub-contractor's relationship with either LSE or IGC.
- 8.2 Where the Sub-contractor is an LSE employee, the Sub-contractor may use the names "LSE" or "London School of Economics & Political Science" but only for the benefit of LSE and not for the Sub-contractor's own private benefit, advantage or use except to the extent that either (i) the Sub-contractor's personal employment terms and conditions so allow or (ii) the Sub-contractor otherwise has the permission of LSE to do so.

9. TERMINATION OF CONTRACT

- 9.1 Subject to earlier termination in accordance with Condition 9.2, the Contract shall continue until:-
- 9.1.1 the date upon which the Contract is to terminate as set out in the Appointment Letter; or
- 9.1.2 if no such period is specified, the period from the date of the Contract until completion of the Services; or
- 9.1.3 either party may terminate this Agreement upon sixty (60) days written notice to the other party. If this Agreement is terminated by the LSE, Sub-contractor shall be reimbursed for costs up to the

date of termination and non-cancellable commitments.

- 9.2 Without prejudice to any other rights available to LSE or any other person (including, without limitation, DfID) LSE may terminate the Contract forthwith by giving the Sub-contractor notice in writing if:-
- 9.2.1 the Sub-contractor is in breach of the Contract and (if capable of remedy) such breach has not been remedied by the Sub-contractor within 14 days of receipt of written notice from LSE requiring it to do so; or
 - 9.2.2 the Sub-contractor commits any serious or persistent breach of any of the provisions in the Contract or wilfully or persistently neglects to perform its obligations under the Contract; or
 - 9.2.3 the Sub-contractor is guilty of any fraud, dishonesty or serious misconduct or is convicted of a criminal offence which, in the opinion of LSE, may tend to bring the Sub-contractor or LSE or DfID into disrepute; or
 - 9.2.4 the Sub-contractor becomes bankrupt or makes an arrangement or composition with its creditors; or
 - 9.2.5 an order is made or a resolution is passed for the winding up of the Sub-contractor, or an order is made for the appointment of an administrator to manage the affairs, business and property of the Sub-contractor, or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the Sub-contractor or its directors or by a qualifying floating charge holder, or a receiver or manager or administrative receiver is appointed in respect of all or any of the Sub-contractor's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order, or the Sub-contractor takes or suffers any similar or analogous action in consequence of debt; or
 - 9.2.6 the Sub-contractor notifies LSE of any matters, facts or circumstances under Condition 4.6 which (in LSE's opinion) preclude the Sub-contractor from continuing to provide the Services; or
 - 9.2.7 there is a change of Control of the Sub-contractor; or
 - 9.2.8 the Sub-contractor or any member of the Sub-contractor's Personnel has committed an offence under the Prevention of Corruption Acts 1889 to 1916 or the Anti-Terrorism Crime and Security Act 2001 or is in breach of Condition 13 or,
 - 9.2.9 LSE is required to do so at the request of DFID
- 9.3 For the purposes of Condition 9.2.2 (but without limitation), any breach by the Sub-contractor of any of the following Conditions shall be deemed to be a serious breach of the Contract: 2.1, 3.2, 3.3, 4.6, 7, 8.1, 10.5, 12.1.2, 13 or 16.1.
- 9.4 Without prejudice to any other rights available to the Sub-contractor, the Sub-contractor may terminate the Contract at any time by so notifying LSE in writing if LSE has committed a material breach of its obligations under the Contract and (in the case of such a breach which is capable of remedy) has failed to remedy the same within 21 days after receipt of written notice from the Sub-contractor specifying the nature of the breach and requiring it to be remedied. For the purposes of this Condition, a breach shall be considered capable of remedy if LSE can comply with the obligation in question in all respects other than as to the time of performance.
- 9.5 Upon termination of the Contract howsoever caused the Sub-contractor will:-
- 9.5.1 immediately deliver up to LSE (or to LSE's authorised representative) any documents containing Confidential Information belonging to LSE, DfID, other sub-contractors engaged by LSE and/or to LSE's customers or clients and all copies thereof together with any other items which may have come into the Sub-contractor's possession by virtue of the Contract and which do not belong to the Sub-contractor; and
 - 9.5.2 take any steps necessary to terminate the provision of the Services in a timely and orderly manner and to transfer to LSE the full benefit of all Services carried out prior to termination of the Contract.
- 9.6 Conditions 3.4, 4.3, 4.4, 4.5, 5.3, 7, 8.1, 9.5, 10, 12.1, 14, 16.4 to 16.10 (inclusive) shall survive the expiry or termination of the Contract (however arising).

10. INTELLECTUAL PROPERTY RIGHTS

Part 1: Provisions Applicable to Non-Research Awards

- 10.1 Where the Sub-contractor's engagement is a Non-Research Award, unless specifically stated otherwise in the Appointment Letter, the entire copyright and any other rights including (without limitation) database and/or design rights subsisting in or otherwise relating to all Material created or developed by the Sub-contractor in or related to the performance of the Services (whether alone or with any other person) shall be vested in LSE from the date of creation of same. The Sub-contractor therefore hereby agrees as follows:-
- 10.1.1 The Sub-contractor hereby assigns to LSE all vested, contingent and future copyright, database rights and design rights in the Material and all other intellectual property rights of any nature whatsoever in or relating to the Material (including, without limitation, all Electronic Form Rights and the right to sue and recover for past, present and future infringements of copyright and/or database and/or design rights) whether subsisting now or capable of subsisting in the future, throughout the world for the full term thereof, including any renewals and extensions of the term during which such rights may subsist.
- 10.1.2 The Sub-contractor hereby agrees forthwith upon request by LSE and at LSE's reasonable expense to do all such things and execute all such further instruments as LSE may from time to time require and as may be necessary to confirm LSE's title to such rights or to vest such rights in LSE.
- 10.1.3 The Sub-contractor hereby irrevocably and unconditionally waives all moral rights in respect of the Material to which it may now or at any time hereafter be entitled whether under the laws of England or elsewhere.
- 10.2 The Sub-contractor shall (to the extent necessary from time to time) procure from each of the Sub-contractor's Personnel executed assignments of copyright and waivers of moral rights in favour of LSE in such standard format as LSE shall reasonably determine from time to time.

Part 2: Provisions Applicable to Research Awards

- 10.3 Where the Sub-contractor's engagement is a Research Award, unless specifically stated otherwise in the Appointment Letter, the entire copyright and any other rights including (without limitation) database and/or design rights subsisting in or otherwise relating to all Material created or developed by the Sub-contractor in or related to the performance of the Services (whether alone or with any other person) shall be vested in the Sub-contractor from the date of creation of same. The Sub-contractor hereby grants to LSE a world-wide, non-exclusive, irrevocable, royalty-free licence to use the Material created or developed by the Sub-contractor in or related to the performance of the Services (whether alone or with any other person), "use" meaning, without limitation, the reproduction, publication and sub-licence of all or any part of the Material, including the reproduction and sale of all or any part of the Material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world. In this context 'sale' will refer to charges to recover the costs of reproduction and postage.
- 10.4 The Sub-contractor hereby agrees forthwith upon request by LSE and at LSE's reasonable expense to do all such things and execute all such further instruments as LSE may from time to time require and as may be necessary to confirm LSE's rights.

Part 3: Provisions Applicable to Non-Research Awards and to Research Awards

- 10.5 The Sub-contractor hereby warrants that:-
- 10.5.1 (unless specifically stated otherwise in the Appointment Letter), the Material is the Sub-contractor's own original work, has not been published before and is not under consideration for publication elsewhere; and
- 10.5.2 the Material contains nothing defamatory or libellous and all statements purporting to be facts are true; and
- 10.5.3 the Sub-contractor has obtained permission from the copyright owner for any excerpts of other copyright work included in the Material and has acknowledged the sources in the Material; and
- 10.5.4 pursuant to Condition 10.1 or 10.3 (as the case may be), LSE has and will have the right, power and authority to grant the licence to DfID in the terms set out in Condition 4.1.3.

11. FACILITIES AND MILESTONE PAYMENTS

- 11.1 Except where prior separate agreement is made with LSE in writing the Sub-contractor shall be responsible for the provision (at its own cost) of suitable office accommodation and such clerical and secretarial assistance and computer hardware and software facilities as may be necessary for the proper provision of the Services. For the avoidance of any doubt, this Condition is without prejudice to and does not affect in any way the rights and benefits enjoyed by LSE employees by virtue of their employment with LSE.
- 11.2 Payments for Research Awards will be made on a fixed milestone basis subject to the provision of Clause 2 above.

12. ATTRIBUTION, REFERRAL AND PUBLICITY

- 12.1 The Sub-contractor may inform third parties contacted by the Sub-contractor in the course of carrying out (during the Term) research activities for Services commissioned by LSE that the work being undertaken is being carried out on behalf of LSE but (for the avoidance of doubt):
- 12.1.1 no such representation may be made by the Sub-contractor at any time after the Term; and
- 12.1.2 no publicity is to be given by the Sub-contractor to or in connection with the Sub-contractor's engagement by LSE, this Contract and/or the Services.
- 12.2 The Sub-contractor hereby agrees and undertakes that it shall not (in the course of carrying out the Services or otherwise) make or purport to make:
- 12.2.1 any warranties and/or representations relating to the IGC on behalf of LSE; and/or
- 12.2.2 any variations to the terms and conditions applicable to any agreement reached between LSE and any person to which the Services relate,
- and the Sub-contractor agrees and acknowledges that it has no right to bind and/or to commit LSE in any way whatsoever.

13. IMPROPER CONDUCT

- 13.1 The Sub-contractor warrants and represents to LSE and to DfID that neither the Sub-contractor nor any of the Sub-contractor's Personnel:
- 13.1.1 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
- 13.1.2 has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Sub-contractor or any of the Sub-contractor's Personnel 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 LSE, whose written consent was subsequently given to such payment.
- 13.2 Neither the Sub-contractor nor any of the Sub-contractor's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with the Contract.
- 13.3 The Sub-contractor undertakes that neither the Sub-contractor nor any of the Sub-contractor's Personnel shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by the Sub-contractor of its obligations under the Contract and shall immediately notify LSE of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.

14. NOTICES AND SERVICE

- 14.1 Any notice or other information required or authorised by the Contract to be given by either party to the other shall be given by:

- 14.1.1 delivering the same by courier;
- 14.1.2 sending the same by pre-paid registered post;
- 14.1.3 sending the same by email or other electronic communication; or
- 14.1.4 sending the same by facsimile transmission;

to the other party at the address given in or pursuant to Condition 14.6.

- 14.2 Any notice or information sent by post in the manner provided by Condition 14.1.2 which is not returned to the sender as undelivered shall be deemed to have been given on the fifth day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been returned to the sender, shall be sufficient evidence that the notice or information has been duly given.
- 14.3 Any notice sent by email or other electronic communication in the manner provided by Condition 14.1.3 shall be so given to an address for the time being notified for that purpose to the person giving the notice and in this Condition 14, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.
- 14.4 In the case of a notice contained in an email or other electronic communication, provided that it was sent to the correct address, such notice shall be deemed to be given at the expiration of 24 hours after the time it was sent.
- 14.5 Any notice or information sent by facsimile transmission or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy is sent to the other party at the address given in or pursuant to Condition 14.6 within 24 hours after transmission.
- 14.6 The address of a party for service of any legal proceedings concerning or arising out of the Contract, or for the purposes of Condition 14.1, shall be that set out in the Appointment Letter, or such other address as it may last have notified to the other party in writing from time to time.

15. FORCE MAJEURE

- 15.1 Where the performance by the Sub-contractor of their obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Sub-contractor and against which an experienced Sub-contractor could not reasonably have been expected to take precautions, the Sub-contractor shall promptly notify DFID in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.
- 15.2 If the specified force majeure event continues and as a result performance of the Contract is or will be delayed by more than 60 days from the date of receipt of notice given in accordance with Condition 15.1, LSE may at its sole discretion, either suspend the Contract for up to a period of 6 months or terminate the Contract forthwith.

16. GENERAL

- 16.1 Except with LSE's prior written consent:
 - 16.1.1 the Contract may not be assigned or transferred by the Sub-contractor;
 - 16.1.2 none of the Sub-contractor's duties or obligations under the Contract may be delegated or sub-contracted by the Sub-contractor.
- 16.2 If, having obtained LSE's consent, the Sub-contractor sub-contracts any of its obligations, the sub-contract shall:
 - 16.2.1 provide that payments due to the sub-contractor shall be made not more than 30 days after provision to the Sub-contractor of a valid invoice; and
 - 16.2.2 include rights for the Sub-contractor and obligations on the sub-contractor to ensure that LSE's rights to require replacement of personnel (as set out in Condition 3.3) and LSE's rights and the Sub-contractor's obligations as set out in Conditions 4.1.3, 4.2 to 4.6 (inclusive), 7, 10.3.4 and 13

can be enforced against the sub-contractor.

- 16.3 No variation or amendment to the Contract will be effective unless agreed in writing signed by both parties.
- 16.4 If any provision of the Contract is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability will not affect the enforceability of the remaining provisions of the Contract.
- 16.5 The Contract is governed by and construed in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 16.6 No rights or remedy conferred on or reserved to LSE under the Contract is exclusive of any other right or remedy under the Contract or by law or equity provided or permitted but each will be cumulative of every right or remedy given under the Contract.
- 16.7 Nothing in the Contract shall constitute or be deemed to constitute a partnership between LSE and the Sub-contractor or be deemed to constitute one party as agent for the other for any purpose whatsoever.
- 16.8 Where the Sub-contractor is more than one person firm or company, then:-
- 16.8.1 the obligations of such persons, firms and/or companies under the Contract shall be joint and several; and
 - 16.8.2 payments of the Fee made to one of such persons, firms and/or companies shall be deemed to satisfy LSE's liability in respect thereof to all such persons firms and/or companies.
- 16.9 The Contract does not create any right enforceable by any person who is not a party, except that:
- 16.9.1 Conditions 3.3, 4.1.3, 4.2 to 4.6 (inclusive), 7, 8.1.2, 9.5.1, 10.3.4 and 13 may be directly enforced by DfID subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999;
 - 16.9.2 Condition 7 (Confidentiality) may be directly enforced by the sub-contractor, customer and/or client of LSE to whom such Confidential Information relates or belongs subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999; and
 - 16.9.3 a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to the Contract and the rights of such successor or assignee shall, subject to and on any succession or assignment permitted by the Contract, be regulated by the terms of the Contract.
- 16.10 Notwithstanding that any term of the Contract may be or become enforceable by a person who is not a party to it, the terms of the Contract or any of them may be varied, amended or modified or the Contract may be suspended, cancelled or terminated by agreement in writing between the parties, or the Contract may be rescinded (in each case) without the consent of any such third party.

Please confirm your acceptance of the Terms and Conditions above.