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CALL FOR PROPOSALS



JULY 2018

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1. General information

1.1 About the IGC

The International Growth Centre (IGC) aims to promote sustainable growth in developing countries by providing demand-led policy advice based on frontier research.

The IGC directs a global network of world-leading researchers and in-country teams in Africa and South Asia and works closely with partner governments to generate high quality research and policy advice on key growth challenges. Based at LSE and in partnership with the University of Oxford, the IGC is funded by the UK Department for International Development (DFID). It's India programme is now funded by the Bill and Melinda Gates Foundation (BMGF).

Through a distinctly collaborative and cross-national approach to research and policy influence, the IGC has developed an innovative, policy-driven model that focuses on developing an effective state, fostering private sector enterprise, enabling functioning cities and promoting access to energy – with the underlying aim of driving up living standards and lifting people out of poverty.

The IGC has resident country teams in 12 partner countries throughout Africa and South Asia, and has remote engagement in a number of other countries. Country offices allow the IGC to be distinctive among international research funding initiatives in sustaining long-term policy engagement, and helping to ensure our work can be demand-led; they facilitate our work with partners, and deepen sensitivity to the political economy of policymaking.

Conducting research in IGC partner countries comes with advantages – access to local research partners, datasets, and established, well connected country teams working to influence local policy. Projects in partner countries become part of the country programme, and engagement with country offices facilitates greater policy impact.

1.2 Engaging policymakers through the IGC

Achieving policy impact is a central part of the IGC's purpose. Researchers receiving funding can make use of IGC India country office, based in Bihar. The team are uniquely placed to support policymaker engagement for your project. They are able to provide dedicated support for policy engagement, facilitate meetings with policymakers and key stakeholders, and deliver feedback on project outputs. Researchers are encouraged to:

- Maintain contact with the IGC India country team to explore opportunities to collaborate. Each funded project will be allocated with a key contact person.
- Engage with policymakers and/or policy stakeholders in India, and potentially in other IGC partner countries, within the context of the IGC's work. This could entail taking part in IGC-organised country visits, conferences and workshops, as well as direct interaction in person or remotely with policymakers, in coordination with the IGC country offices.
- Work with the named country economist and IGC hub at LSE on communicating the results of the research to a broader stakeholder audience, including blogs.
- Involve researchers' resident in IGC partner countries in their work where possible.

1.3 About IGC India

The IGC India Bihar programmes were launched in 2009 in close partnership with the Asian Development Research Institute (ADRI), to provide a platform for the state's policymakers to engage with world-class researchers, and through this collaboration, generate practical, rigorous research that would aid better policy formulation. Drawing on ADRI's local expertise, the IGC has developed close links with policymakers, local researchers and the larger civil society in Bihar.



With a successful track record in Bihar since its establishment in 2009, the International Growth Centre (IGC), with funding from the Bill & Melinda Gates Foundation, is currently preparing to engage with government, research institutes, and other organisations in the Indian State of Bihar to build a strong, sustainable ecosystem of research, monitoring, and evaluation (M&E) and create the necessary local institutional capacity. The IGC believes that local solutions are at the heart of the most effective policies; therefore, improving the quality and quantity of evidence available to inform policymaking and programme design is crucial for ensuring policymakers and practitioners look towards evidence and evaluation when designing and implementing both policies and programmes.

The development and implementation of rigorous, high quality interventions specifically designed, monitored, and evaluated in the local context is crucial to support more equitable opportunities and more sustainable paths out of poverty for the poorest, as supported by the Sustainable Development Goals (SDGs). The IGC programme in Bihar will draw on a world-renowned global network of researchers to strengthen the availability and integration of high-quality evidence by policymakers whilst nurturing local talent and institutions to build sustained capacity.

1.4 Research priorities

The IGC's research focuses on four main themes: State, Firms, Cities, and Energy. These themes are deemed the most critical areas for ensuring the continued growth of our partner countries in the future. In this specific Call, the IGC will only consider proposals pertaining to the State and Firms themes. Suggested research areas are presented below; these themes are highlighted following IGC scoping exercises on key policy and research gaps relevant to the state of Bihar. They are suggestive not prescriptive:

- State: The State theme focuses on how to improve the capacity of the public sector in Bihar or India to effectively deliver public goods and services that support economic growth. This includes issues such as adolescents, health, nutrition, sanitation, governance and publicsector management, public finance, financial inclusion and political economy.
- Firms: Research commissioned under the Firms theme aims to generate knowledge related to firm capabilities and job creation. This work covers all types of firms: large, small and medium sized enterprises (SMEs), and farms, in both formal and informal sectors and financial inclusions.

Theme	Areas
Adolescent	Adolescent programmes and platforms; child marriage; community based interventions; fertility patterns; health (including, abortions, anaemia and supplements); health services; human capital; life skills; policy effectiveness; sexual and reproductive health and rights; skills trainings
Agriculture and financial inclusion	Access to credit, finance and services; agriculture financing and pricing; agriculture productivity; agriculture value chains; implications of climate change for agriculture and labour; crop-insurance; extension services; financial literacy; land-records management systems; agricultural policy and regulation; role of technology and mobile money; technology adoption process; rural credit markets
Gender	Alcohol prohibition; gender and social policy; household decision-making processes; social protection; violence against women; women's political participation
Health, nutrition, and sanitation	Access to health services; cash transfers; community based interventions; community-based health insurance (CBHI); family planning; provision and quality of health facilities; health finance, governance and insurance; health policy evaluation; immunisation; malnutrition; mental health; menstrual hygiene; migration and health; norms, attitudes, and behaviours; nutrition governance; private sector investment; health policy and regulation; role of technology in health; stunting; Water and Sanitation for Health (WASH)

Table 1 – Suggested research areas *

*Potential Areas of Research – Not Limited Area



2. Overview of funding

2.1 IGC funding

The IGC seeks to fund high-quality research projects relevant to economic growth and development, this Call focuses on the State of Bihar, India. Research funded under this call should be of top-quality and respond to the specific policy needs of in Bihar.

2.2 Eligibility

The following eligibility criteria will apply for this call:

- Proposals must take into account IGC India research priorities.
- Research must be based in Bihar or cross-country proposals need to incorporate Bihar as one of the study area.
- Project end date must be no later than August 31st, 2020.

The IGC accepts proposals that are submitted by either an individual researcher or by a research institution/ organisation (University, NGO, etc.). The IGC and its country offices do not count as managing institutions.

A single institution or individual researcher is allowed to submit multiple proposals during the same call for proposals. A single researcher can also be included in more than one proposal. If multiple proposals are submitted, the researcher and/or institutions involved should have the capacity to conduct the research according to the proposed timescales.

The IGC will give more preference or weightage to research proposals that include local researchers or where the anticipated activities under the research proposal will build the capacity of local researchers and organisations.



3. Review process

3.1 Evaluation criteria

The IGC gives equal opportunities to researchers from all over the world, and research proposals are assessed based on their ability to show empirical rigour, relevance to policy priorities, and value for money.

The main criteria against which proposals are evaluated are as follows:

- 1. Academic innovation: the extent to which the proposed research contributes to knowledge creation and by expanding and or strengthening the relevant literature on policy and development.
- 2. Policy relevance: reflects the importance of the policy target and both current and planned engagement with relevant policymakers.
- 3. Composition and quality of the research team.
- 4. Contribution to local researcher's capacity: anticipated activities designed to build the capacity of local researchers and organisations to produce research.
- 5. Value for Money (VfM): expected research and policy impact relative to costs. VfM considerations will also be applied to budget proposals from an economy and efficiency perspective.

The IGC will only fund projects that are:

- a) Not purely qualitative
- b) Grounded in sound social science research principles
- c) Relevant to the State of Bihar; the research needs to include the State of Bihar explicitly in the design, though this could be as one of a number of States considered by the proposal
- d) Able to complete by August 31^{st,} 2020

3.2 Review of proposals

Proposals are shortlisted for funding following a three-stage review process. The IGC first verifies proposals for completeness and eligibility, and performs an initial quality assessment. Eligible proposals then undergo a peer- review evaluation by the IGC Research Programme Directors and IGC country teams, based on the evaluation criteria specified above.

Following the peer-review evaluation, proposals are ranked and shortlisted for decision-making by the Commissioning Committee. The Commissioning Committee, composed of a group of academic and policy specialists as well as the IGC leadership team, will convene in November 2018 to decide on the final selection of proposals.

The IGC strictly adheres to rules of impartiality during its evaluation process and Conflict of Interests provisions are in place to ensure that decision-making happens fairly and transparently. All reviewers and Commissioning Committee members that have a conflict of interest are not involved in any stage of the decision-making process on those proposals.



3.3 Awards

Applicants will be informed of the outcome of their application shortly after the Commissioning Committee meetings. Successful applicants will be issued an award letter which contains details of the funding and contractual agreements are drawn up. The IGC strongly encourages applicants to give detailed and accurate information in the proposal form and budget. Incorrect information on the proposal form, costs which do not adhere to IGC guidelines, and negotiations with institutions regarding the IGC Terms and Conditions can all lead to contracting delays.



4. Submitting your application

4.1 Instructions

Please follow these steps in submitting your proposal:

- 1. Please read this 'guidelines for applicants' document to help you complete the application form.
- 2. Fill in all the fields of the IGC proposal form and populate the budget template. Applications without this budgetary information will not be considered for funding.
- 3. Save the IGC proposal form as a Word document & save the budget template as an Excel document. Do not submit your application as a pdf. Submissions in formats other than .doc/.docx or .xls/.xlsx will be returned and asked to be re-submitted.
- 4. Please send the completed IGC proposal form and detailed budget breakdown to <u>india.research@theigc.org</u> by 11:59pm GMT, 12th August 2018. Any missing information on the forms could lead to delays if your project is approved for funding

Late applications will not be considered and hard copies of proposals will not be accepted.

4.2 Guidelines

- Applications will only be accepted if completed and submitted in the proposal form and budget template provided in the corresponding email to research affiliates.
- The proposal form contains word limits for each section which you are expected to comply with.
- Tables, charts, graphs, CVs or letters of engagement should be attached to your application as a separate PDF document. Attachments can only be used to provide supplementary information that cannot be displayed in the proposal form and should not be used to exceed the word limit for a particular section.
- Applications that are late, incomplete, submitted in the incorrect format, or do not include a budget breakdown will not be considered for funding

Please email india.research@theigc.org with any questions.



5. Guidelines for completing the proposal form

5.1 Project summary

Project title and summary

The main focus of the summary should be the motivation and policy impact of the research. It should be approximately 300 - 500 words in length. More information on writing project summaries can be found in Annex 3 of this document. If you project is successful, the IGC would like to upload the short summary on the IGC website. We will check with you first to confirm if any changes need to be made or if the content is confidential.

Start and end date

We advise researchers to select a project start date from December 2018 onwards to allow time for the Commissioning Boards to make their decisions, for researchers to be notified, and for the contracting process to be completed before a project is due to begin.

The end date of the project (i.e. the date on which the final deliverable is due for submission to the IGC) cannot go past August 31st, 2020. Our current contract with our principal donor terminates in August 2020. While we are confident of securing additional funds that will ensure the continuation of the program beyond that date, we are contractually obligated to only commission research projects that will be completed, and produce a final deliverable, by August 31st, 2020.

5.2 Participant information

Researchers

Contact details of the research team; i.e. the Principal and Co-Investigators on the project. Researchers who do not have a personal website should attach a CV or resume (max. 2 pages) with their application in a PDF format. Every project should have a Principal Investigator.

Management body

A research project can either be managed by an **institution** or an **individual researcher**. <u>The IGC</u> and its India country office does not count as a managing institution.

For an institutionally managed project, it is the institution (university, NGO, etc.), not the Principal Investigator, who will be managing the grant funds. For individually managed projects, the Principal Investigator is in charge of managing the grant funds, including fronting the costs for expenses, etc.

Management body	Description
Institutionally managed projects For an institutionally managed research project, it is the institution <u>not</u> the Principal Investigator, who will be managing the grant funds.	 The IGC (LSE) will contract the institution to manage the administration of the funds awarded to the project. The institution will be paid directly upon the submission and approval of agreed outputs. Institutions are required to submit a "Final Financial Statement" at the end of the project and keep records of project expenditure supporting this statement. The project proposal must include details of the institutional signatory, who is the individual responsible for signing the finalised contract on behalf of the institution (note: this cannot be an individual also responsible for conducting research on the project).
	 The IGC (LSE) will contract all individuals that will receive fees



Individually managed projects, for individually managed projects, the Principal Investigator is in charge of managing the grant funds	 and/or be reimbursed for expenses during the project. Principal and co-investigator(s) fees will be paid upon submission of agreed and approved outputs. At least 20% of fee days in a contract need to be reserved for the reimbursement of the final output. Individuals must provide written confirmation of hours worked on each output in order for the funds to be released. Expenses will be paid as incurred upon the submission of an Expense Claims Form and scans of receipts. The form and receipts should be submitted by the Principal Investigator. All travel expenses must be in line with the IGC Travel Policy. The Principal Investigator is responsible for managing the grant, including ensuring there are sufficient funds to cover the cost of expenses (e.g. flights, hotels, survey costs, etc), which will be reimbursed in arrears. Principal and Co-Investigator(s) should complete the IGC Project Proposal Research Assistants form for additional individuals involved in the project, including research assistants, copy editors or other non-investigator positions in the project. If specific individuals have not been confirmed at the time of submitting the proposal, this can be completed at a later date. Note: the IGC is unable to contract and pay additional participants until the form is completed and individuals are contracted. Fees for these additional individuals will be paid upon submission of and Principal Investigator's approval of the Fees Claims Form
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5.3 Research theme and country focus

Research theme

In the current grant cycle, the IGC will funds research that focuses on two main research themes which are essential to development and economic growth: State and Firms. Select one of the two research themes that is most relevant to your project. More information on each of the themes can be found on the IGC website (<u>https://www.theigc.org/funding/research-priorities</u>)

Country focus

Bihar State, India

Please see the contact details of the IGC India team below.

Resident Country	Team contact names	Team contact e-mail address
India	Kumar Das	india.research@theigc.org
	Manish Prasad	



5.4 Research aim and academic innovation

Use this section in the proposal form to state the main research question(s) and explain how this project will push the frontier of existing knowledge. This section is restricted to 500 words.

5.5 Policy relevance

Use this section in the proposal form to describe the relevance of the project policy challenges faced by Bihar, India. Describe how it fits with the IGC research agenda. This section is restricted to 500 words.

5.6 Potential policy impact

Use this section to describe the potential policy impact of the proposed study. Potential policy impact is the extent to which the study may influence national or regional policy. One element of policy impact is the researchers intended dissemination of the findings and how they expect these might be used by key policy stakeholders. Details on the expected policy stakeholder engagement strategy will also be captured at the start of the grant for those that are accepted for funding. Awarded grantees will be required to submit a completed Project Influence Plan in the IGC template in order to secure their first milestone payment.

5.7 Policy stakeholder engagement

Use this section in the proposal form to define who the main stakeholders are to whom this project responds. Also describe the way in which you are planning to engage with policy stakeholders. This section is restricted to 500 words.

5.8 Research design

Use this section in the proposal form to provide details on the proposed research design, methodology and context of the project. This should include information on planned surveys, any use of external providers, and Research Assistants. This section is restricted to 1500 words.

If you would like to share any graphs, tables, or charts to support the research design, please submit these as separate attachments in a PDF format.

5.9 Involvement of local researchers

Use this section to describe how the anticipated research activities are designed to build the capacity of local researchers and organisations (up to 500 words).

5.10 Timeline of outputs

In your timeline of outputs, you are asked to estimate when you expect to need your requested budget. Providing accurate and detailed information in the application form will allow us to better match grant disbursements to your needs and to match payments to major blocks of research activity. The IGC will disburse funding in different ways, depending on if your project is managed by an institution or individual. Disbursement of all funds will be conditional upon the quality review and approval of all deliverables.

It is the Principal Investigator's responsibility to notify the IGC of any project delays or research plan changes as soon as possible. Failure to do so may lead to payment delays and even threaten overall project success.



Type of outputs

IGC funded projects are required to submit outputs over the course of the project lifecycle. More information on the different type of outputs is summarised below.

Output	Description			
Project summary	The IGC aims to upload the project summary submitted in your project proposal to the IGC website if you have been successful in receiving funding			
Ethics review approval	For any research involving human participants, and/or data relating to identifiable human subjects, researchers are required to complete a research ethics review and provide proof of the approval and/or exemption.			
Project Influence Plan (PIP)	The IGC is trying to better understand the way in which the policy contexts and engagement affect the impact of research on policy, which requires us to better understand the intended policy influence of each project. The Project Influence Plan seeks to identify which mechanisms and steps the project will employ to influence policy.			
	An interim report that summarises all project activities related to the intervention and the research completed during the reporting period. This should include:			
Progress report	 a description of any materials produced, policy communication activities undertaken, objectives met, and challenges faced, and if/how they were resolved 			
Blog post	A blog is an opportunity to introduce innovative research and policy ideas to a wider audience beyond academia, while deploying more sophisticated analyses than are normally handled by the press.			
A 2 – 4-page document that draws from your research to provide recommendations addressing a particular policy problem, either wit region. The memo should be written for a policy audience, i.e. brie sectioned, attractively presented, and non-technical. A typical memo m following sections:				
	 description and significance of the problem, evidence of the scope of the issue/factors contributing to the issue, description of your research and how it addresses the problem, recommendations for policy, and implementation issues for recommendations (i.e. political, economic, environmental, and so on) 			
	The final report is a comprehensive report that is aimed at presenting your research project in detail, with a high degree of clarity and credibility, to policy and academic audiences.			
Final report and Clean Data-set	It must include a main report, annexes, and a bibliography, and must be suitable for publication on the IGC website. A typical final report may include the following: — introduction detailing the purpose of the research, the intervention, evaluation			
	questions, and policy significance, — literature review,			



Final report and Clean Data-set	 the model, evaluation design, sampling design, data collection, results, policy implications and recommendations, and conclusion Researchers may select 'final report' as their final deliverable ONLY IF an academic paper is not appropriate. Reasons for not choosing an academic paper may include: the nature of the research is such that it is not suitable for publication in an academic journal (i.e. qualitative or descriptive research, or highly specific policy oriented research that does not have significant academic value), or the award is for early stage research that will not generate results by the end of the contract. The researchers need to submit the clean data set with the Final Report as part of deliverables.
Academic Paper	A published or working paper that is being, or has been, submitted to an academic journal. Content for an academic paper is similar to the final report (see section above).
Project Influence Report (PIR) The Project Influence Report (PIR) seeks to provide an account of the extent and the project achieved policy impact, and reflects on the information outlined in a at the start of the project. The PIR also asks for updated information to act as a summary on the IGC website, as well as information across a number of ind against which the IGC is required.	
Final Financial Statement (FFS)	A high-level summary of actual project expenditure at the end of the project. This will need to be submitted and approved before funds can be released for the final outputs. This is only relevant for institutionally managed projects

Payment schedule

- First output (Project influence Plan): A maximum of 30% of the total funding can be released for this output. The due date of the first output needs to be at least 4 weeks past the project start date.
- Second outputs (Progress report(s): Researchers are expected to submit a progress report about 4 months from the due date of the first output.
- Final outputs (Final report/academic paper, clean data-set, policy brief, blog post, Project Influence Report, FSS): Each project is required to include 1) either an academic article suitable for publication in a peer- reviewed journal or a final report detailing the project findings and results, 2) a 2-3 pages IGC policy brief, and 3) a Project Influence Report. As part of the IGC's goal to bridge the gap between research and policy, we encourage researchers to also include a blog post as part of the final set of deliverables. For the final set of deliverables, a minimum of 20% of funding needs to be reserved. The due date of the final outputs needs to correspond with the end of the project. The exact schedule and types of outputs can be negotiated during the contracting of the project.



5.11 Financial information

Budget breakdown

All proposals should provide a detailed budget breakdown, which should be completed in the budget template provided on the IGC website. Information on the different cost categories and tips for completing the template is found in section 6 - budget guidelines of this document. Please carefully read through those instructions before submitting your application.

In all budget categories, applicants should bear in mind that 'Value for Money' is one of the IGC's core evaluation criteria. Proposals will be evaluated against VfM criteria covering the following:

- Economy: budgets will be scrutinised to consider whether they are of optimum quality and quantity of output to warrant the value assigned, including consideration over the relative costs for fees, surveys, travel etc. Where necessary, the Commissioning Boards could recommend alterations to the budget.
- Efficiency: projects will be reviewed to consider the expected quality and quantity of outputs, as well as their relevance for policy and academic influence.
- Effectiveness: the intended project outcomes will be considered to ensure that the maximum
 possible outcomes are achieved relative to cost. This component of VfM will also consider
 projects wider potential for impact related to growth policy.

If your project is funded by the IGC and we have approved the submitted budget, it will not be possible to move funds across the fees and expenses categories in the course of the project without seeking prior approval. However, IGC rules do allow for some flexibility in shifting funds between budget items within those two broad categories. Please note that institutions will need to justify these changes in the 'Final Financial Statement' at the end of the project.

Co-funding

The IGC asks that you provide details of any funding that you have applied for from other funders on this project. These applications could be pending, awarded, or rejected. If you project is successful, we will confirm that the other funding required is still in place.

5.12 Terms and Conditions

Please find in Annex 6 The LSE's Standard Sub-Contractor Terms and Conditions for the IGC, which forms part of all awards to institutions and contracts to individuals. A copy of the LSE's Standard Sub-Contractor Terms and Conditions for the IGC will be sent to all successful project applicants with their contracts. Please note that these terms and conditions are currently subject to review by LSE and they are scheduled to be updated in the near future. As such, these are for reference.

Please note that amendments to the LSE terms and conditions are only agreed to in exceptional circumstances. The IGC may have separate terms and conditions pre-agreed with some institutions.

5.13 IGC engagement

In this section the IGC seeks to gather information that can be used for internal monitoring purposes. You will not be assessed on the answers that are given in this section and these <u>will not affect the status of your application</u>.



6. Budget guidelines

The IGC requests a detailed budget breakdown to be submitted alongside the proposal in the template provided on the IGC website. The proposed project budget will be scrutinised and applicants should keep in mind that value for money is a key evaluation criterion. More information on what the IGC means by value for money can be found in section 5.9 Financial information of this document.

Budgets should be submitted in Great British Pounds and include line by line information of all expected costs to be incurred on the project. Any budgetary requirements tied to the funding will be shared in the award letters. The IGC performs a thorough review of all project costs and budgets may be subject to negotiations.

Awards will be made in GBP and the IGC does not allow for changes to budgets post project approval to account for exchange rate fluctuations.

As per the Terms and Conditions of the award, both individuals and institutions will be contractually bound to keep accurate and systematic accounts, files and records (which must clearly identify the basis upon which charges have been calculated), and which can be made available for audit as required.

6.1 Direct costs

Direct costs are those costs that can be directly allocated to the project. These include fees, data collection costs, travel expenses, and any other direct project costs associated with project related activity.

6.1.1 Fees for project personnel

Principal and co-investigator(s) fees

Proposals can include Principal and Co-Investigator remuneration where this is not covered from other sources. If the investigator is undertaking work as stated in the proposal in addition to the normal duties associated with his role in the institution, then these fee days should be accurately reflected in the budget. However, the IGC also has to manage approval of project budgets from a value for money perspective.

Other project staff fees

Proposals can also include fees for other project staff such as Research Assistants/Associates, Project Managers, data specialists, etc. Research Assistant and personnel days should be in proportion to the length of the project and reflect the true extent of their work days.

Daily fee rates

Fee rates should comply with the guidance and figures set out in the **IGC pay matrix (see Annex 2)**. Please specify in the budget the daily rate for each individual claiming fees on the project and the expected number of days work.

Employment benefits

For all fees that are part of the budget, the IGC will not provide additional funds for employment benefits over and above the fee rate. Institutions are allowed to charge their own employee and employers on costs to the project and can include these in the daily fee rates when submitting the proposal (ensuring that these are also in line with the IGC pay matrix guidelines). Clause 6 of the London School of Economics & Political Science Standard SubContractor Terms and Conditions



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for the International Growth Centre (see annex 5) – indicates that the LSE will not act as an employer in any way and will not make provision for any employer contributions (in the case of National Insurance – employee's too), normally provided for LSE employees.

6.1.2 Data collection

Data collection costs can be included as direct project costs. This refers to any costs related to the gathering of data such as conducting surveys, field work, data subscriptions, etc. It can include enumerators' salaries, subsistence, training, accommodation, transport, materials or other related costs that are essential for the successful completion of the data collection activities. All data collection costs should be justified in the budget template.

<u>Please note that we require to know the size of the sample that you will be surveying. This is to put the cost of the survey into context so a value for money judgement can be made.</u>

Field/survey staff salaries

Proposals can include salaries for field/survey staff. Please describe in the budget how many field staff will receive a salary, the number of expected days' work, and the daily rate. Please also provide a justification that explains how their time will be spend on the project.

Field/survey staff travel

Proposals can include travel cost such as transport, accommodation, food, etc. for the field/survey staff working on the project. Please identify for each travel cost, how many field staff this covers, the number of days/units, and daily rate or unit cost. Please also provide a justification for the travel that will be undertaken. Any travel related expenses of the research team should be included in the travel expenses for project team section of the budget.

Materials

Proposals can include tools needed for data collection such as the rental of tablets, pens, paper and printing, etc. Please provide a description of the item, the quantity and cost of each material, and what data collection activity will be carried out using those materials.

Training

Proposals can include costs for training for staff conducting the data collection. Please provide a description and breakdown of the training costs and clarify what the training is for. Any training for project personnel like Research Assistants should be included in the capacity building section of the budget.

Other data collection costs

Please use this section in the budget to specify any data collection costs for the project that are not covered by the aforementioned categories. This can include incentives, subscription or purchase of data, monthly subscription for specialised software, etc. Please ensure that you provide details and a justification for each of those costs.

6.1.3 Other direct project costs

Any cost that are not directly related to data collection activities but are directly attributable project costs should be included in this section. This may include dissemination costs, capacity building costs, intervention costs, etc.



Dissemination costs

Proposals can include costs to help disseminate the research findings and facilitate engagement with policymakers. Research teams are encouraged to liaise with IGC India team members in planning their dissemination efforts, particularly where teams have contacts relevant to the research findings.

Capacity building costs

Proposals can include costs which support them to build the capacity of project personnel. This may include costs associated with training Research Assistants, supporting institutions to embed data tools, training for policymakers, etc.

Other direct project costs

For any miscellaneous costs specific to the project (excluding travel expenses) that do not fall within either the categories above or under data collection, please use this section to summarise those costs.

Equipment

The IGC follows strict equipment procurement guidelines from the IGC funder. All procurement of equipment must be undertaken in accordance with IGC Guidance on Procurement of Goods and Environmental Procurement Policy or such other procedures as may be agreed in writing. Procurement must also achieve value for money and be conducted in a fully transparent manner; and shall be so marked.

The IGC expects that researchers and institutions provide their own IT equipment to carry out its project activities and does not normally contribute funds for tools of trade. If there is a strong case for charging the IGC for IT equipment on this project, strong justification needs to be provided.

In the event that the IGC sanctions funds to be spent on IT equipment such as laptops, tablets, computers, etc. this will be limited to either a case for renting the equipment or charging the IGC the value of the equipment for the period it will be used during this project by applying an accelerated 3 - year depreciation rule (50 - 30 - 20) to the full cost of the equipment. For example, if a £400 laptop will be used for the project for 1 year, the IGC may contribute £200 towards the purchase of that laptop. If the full cost of the equipment is charged to the project, a rationale needs to be provided in the budget template. The IGC does not guarantee funding towards cost of equipment and will determine if it represent clear value for money.

6.1.4 Sub-Contractor(s)

If you are using a third party to carry out work on the project, those costs should be included in the data collection or other direct project costs sections of the budget template. Please provide a breakdown of the activities and associated costs that the sub-Contractor will implement for the project. Please include the name of the supplier or write 'supplier TBC' if you have not yet chosen your preferred supplier.

You should justify in the budget why you have chosen that particular supplier and whether you have gone through a competitive procurement process; demonstrating that this represent value for money. For any service (such as a firm hired to conduct a survey) included in the budget which amounts to £8,000 or more, researchers are encouraged to obtain competitive quotes in order to ensure value for money. For auditing purposes, the Principal Investigator/ institution should retain all receipts from all service providers.



6.1.5 Travel expenses

Travel expenses can be charged as direct project costs. These may cover project related travel of the research team, i.e. the Principal and Co-investigators, Research Assistants, Project Managers, etc. Travel expenses for field and survey staff should be included in the data collection section of the budget.

<u>Please consult the IGC travel policy in annex 4</u> when composing your detailed budget for your application to ensure that it is in line with IGC guidelines as well as for more information on the reimbursement process.

Flights

The IGC contributes towards air travel (both international and domestic) for **standard economy class** travel only, across the most cost-effective route between country of location and country of destination, booked reasonably in advance of the travel dates. Business flights will not be reimbursed by the IGC. If the traveller plans to travel on a ticket other than standard economy he/she must provide a standard economy class quote for the exact same itinerary.

Please specify in the budget what the flight route is (to/from), the number of flights/travellers on that route, and the cost of the flight.

In-country travel

For in-country transportation costs, please include the mode of transport, the number of travellers, and the anticipated cost. More information about the different transport categories (i.e. car, train, taxis, public transport, etc.) can be found in the travel policy (see annex 4).

Accommodation and subsistence

The travel policy includes IGC accommodation and subsistence rates for travel to IGC partner countries. The IGC will only contribute to travel expenses that are in accordance with the rates specified in the IGC travel policy (see annex 4). For guidelines on accommodation and subsistence rates in non-IGC partner countries, applicants should follow the <u>HMRC World Wide Subsistence</u> <u>Rates</u>.

Other travel costs

Travel expenses such as visa costs and vaccinations can be included as direct costs when the traveller is a non-fee earning participant on the project. Otherwise, these costs should be incorporated into the daily fee rate.

6.2 Overhead

If a project will be administered through an institution, overhead can be paid but is capped at a maximum of 15% of the total direct costs specific to the project. Please note that the IGC defines an institution as an organization occupying a physical space where it is located, and that actively incurs costs (such as rent and services) which are consistent with overhead charges. The project budget should reflect this as appropriate. Please note that only institutions can apply for an overhead recovery.



7. Annex 1 – Research themes and areas

Theme	Areas
Adolescent	Adolescent programmes and platforms; child marriage; community based interventions; fertility patterns; health (including, abortions, anaemia and supplements); health services; human capital; life skills; policy effectiveness; sexual and reproductive health and rights; skills trainings
Agriculture and financial inclusion	Access to credit, finance and services; agriculture financing and pricing; agriculture productivity; agriculture value chains; implications of climate change for agriculture and labour; crop-insurance; extension services; financial literacy; land-records management systems; agricultural policy and regulation; role of technology and mobile money; technology adoption process; rural credit markets
Gender	Alcohol prohibition; gender and social policy; household decision-making processes; social protection; violence against women; women's political participation
Health, nutrition, and sanitation	Access to health services; cash transfers; community based interventions; community-based health insurance (CBHI); family planning; provision and quality of health facilities; health finance, governance and insurance; health policy evaluation; immunisation; malnutrition; mental health; menstrual hygiene; migration and health; norms, attitudes, and behaviours; nutrition governance; private sector investment; health policy and regulation; role of technology in health; stunting; Water and Sanitation for Health (WASH)

In this Call, IGC will only consider proposals pertaining to the State and Firms themes. The abovementioned areas within these themes are only suggestive and not for limiting the scope of proposals.



8. Annex 2 – IGC Pay Matrix

The IGC is bound by the terms of its funding contract to ensure Value for Money (VfM) in all of its activities. The criteria for assessing project proposals will therefore take into account VfM for the entire project and also individual budget lines within it. Accordingly, proposals must contain **fee rates** that demonstrate VfM, taking into account **local market rates**.

The rates table below should be used as a guideline for individuals and institutions collating project proposals for IGC funding. It provides guidance based on different categories of qualifications and experience.

It is recognised that there may be occasions where the rates put forward in proposals will fall outside the ranges given in each category. Reasons for this would include comparison with local market rates at the lower end of the range, or extensive experience at the upper end.

For all approved proposals, and particularly for those where the proposed rates fall outside the category ranges below, a justification of the proposed fee rates may be requested, and the terms and conditions of the resulting contract may require an audit of these rates to ensure VfM has been obtained.

Criteria	Fee rate range (GBP per day)
B.Sc., B.A. (or equivalent) <i>or</i> experience relevant to the research/work required	up to £65
B.Sc., B.A. (or equivalent) with experience relevant to the research/work required	up to £100
Master's (or equivalent)	up to £120
Master's (or equivalent) with experience relevant to the research/work required	up to £200
Master's (or equivalent) with extensive experience relevant to the research/work required	up to £300
PhD student (or all but Dissertation)	up to £180
PhD student (or all but Dissertation) with experience relevant to the research/work required	up to £220
Post-doctoral level	up to £260
Post-doctoral level with experience relevant to the research/work required	up to £320
Assistant/Associate/Full Professor (Lecturer/Senior Lecturer/Reader) OR exceptional operational or policy experience	up to £500



9. Annex 3 – Guidelines on writing project summaries

Structure

<u>Section 1:</u> Outline the context and primary motivation for the study. This can also highlight the gap in the literature that the research addresses

Section 2: Define policy relevance for the project, and if possible, the expected impact or desired stakeholder uptake for the project

Section 3: Non-technical summary of the study design and methodology

General guidelines

- 500-word summary
- Non-technical language ensures the summary is accessible to wider audiences. Readers seeking more technical summaries will be proficient enough to find details in a working paper or further output if needed
- Use bullet points where possible
- The main focus of the summary should be the motivation and policy impact, to reiterate audiences that wish to understand the more technical aspects of the intervention and its design will be able to access further technical outputs.



10. Annex 4 – IGC travel policy (as of March 2017)

Last updated: March 2017 Version: 3.7

This travel policy is applicable to all those travelling on IGC related activities and is based on strict **value for money** principles.

Please either submit claims on a monthly basis or as soon as possible after the expenditure has been incurred. If you submit a claim which is more than 90 days after the date of the actual expense, it may be refused.

Please note it is your responsibility, before commencing travel, to ensure:

- you are medically fit to travel
- you have the appropriate vaccinations before travel
- you visit the <u>gov.uk</u> travel abroad website and read the latest information for the country you will be visiting
- you have in place the appropriate passport and visas before you travel
- you have undertaken any necessary training for the visit
- you should carry contact details for the overseas office/post or organisation with whom you will be working, for use in the event of an emergency
- if you will be working in the country for more than a few weeks, you are encouraged to register your presence with the post/diplomatic mission or embassy for the country of citizenship.

TRAVEL

Air Travel: You <u>must</u> plan your journey as far in advance as possible to ensure that it can be taken in the most economical way (tickets bought 21 days ahead of travel are substantially cheaper than those purchased closer to departure).

Consistent last-minute requests for travel bookings processed by the IGC Hub may result in the full value of the expenditure not being met by the IGC.

All IGC air travel (both international and domestic) will be reimbursed for **standard economy class travel**, across the most cost-effective route between country of location and country of destination, and must demonstrate value for money (VFM).

BUSINESS CLASS TRAVEL CANNOT BE CLAIMED. If your travel requirement does not meet these criteria you must contact the Hub for further guidance before you travel. If you choose to travel on a ticket other than standard economy you must provide a standard economy class quote for the exact same itinerary (same route, airline and dates), obtained on the same date. You will receive reimbursement for the value of the economy quote. **Premium or flexible economy quotes are not permitted**.

Travelers are advised to make their own travel arrangements. However, for large regional events or for Growth Week in London, there may be an opportunity for you to book your ticket through the IGC Hub in London. Invitees to these events will be informed well in advance if the Hub can make travel bookings for delegates. Please enquire well in advance if you are in any doubt on whether this service will be available for the event you are attending.

Personal Travel: When personal travel has been combined with that of IGC business, a standard economy quote must be obtained at the same time and submitted for the IGC business portion. You will then be reimbursed on the value of that economy quote.



Public Transport: Travel by public transport is strongly recommended and should be used wherever, and whenever possible, and a safe and reliable service is available.

Train Travel: Travel by train (including sleeper train) will be reimbursed for standard class only.

Taxi Travel: Travel by taxi is discouraged. Taxis should only be used when:

- disability or health considerations prevent the use of public transport
- public transport is not available
- there is no reasonable means of public transport to or from the destination
- it is not safe to use public transport.

When taxi use is unavoidable, it is expected that a **standard** service is used. Luxury vehicles are not permitted. In cases where a receipt cannot be issued, a handwritten confirmation should be obtained by the traveller indicating travel to and from, date, and fare paid with the driver's signature.

Taxis in London are not generally permitted. The IGC recommends that you use the following for London airport services: <u>Heathrow Express</u>, <u>Gatwick Express</u>, <u>Stanstead Express</u>, and the <u>London</u> <u>Underground</u> for London City Airport and general travel in London.

Car Travel: When travelling by car it is your responsibility to ensure that -

- there is valid vehicle insurance that covers all of the following: a. bodily injury to or death of third parties or any passenger; b. damage to the property of third parties; and c. the use of the vehicle for business
- all drivers hold a valid driving licence
- the vehicle is properly maintained and serviced
- you have received IGC Hub approval in advance of travel.

Self-drive Motor Car: If it is a more suitable alternative, you may hire a self-drive motor car for travel on IGC business. The cost of the hired car plus fuel will be reimbursed, on production of receipts.

Travel by Private Vehicle: IGC strongly discourages travel by private vehicle and it should be the last option to be considered for travel. Private vehicles may only be used if:

- health or disability considerations prevent the use of public transport.
- there is no reasonable means of public transport to or from the destination.
- it is not safe to use public transport.
- it represents better value for money than taxi or public transport (for example, in terms of overall travel time, or if you have accompanying colleagues in the vehicle)
- the insurance and servicing requirements set out above are adhered to.

UK Travel: If your travel is within the UK, the following mileage rates will be reimbursed -

- Up to 10,000 miles per annum: 40p a mile.
- Over 10,000 miles per annum: 25p a mile.

When a private vehicle is required to undertake IGC business in the U.K., mileage will be reimbursed upon presentation of an estimate of distance travelled. Please provide the post codes for the departure and arrival points, mileage and reason for travel.

Overseas: If your travel by car is outside of the UK, the mileage will be reimbursed at the rates stated in the <u>Rotary International</u> 'FY2015-16 Automobile Reimbursement Rates' set out by country in Appendix 2.



HOTEL ACCOMMODATION AND SUBSISTENCE

Accommodation will be reimbursed in accordance with the table of accommodation allowances set out by country in Appendix 1.

Subsistence will be reimbursed on submission of clear and legible scanned receipts in accordance with Appendix 1 attached to this policy. If you are visiting a country not listed in the appendix 1 then you must follow the <u>HMRC World Wide Subsistence Rates</u>.

IGC will not refund minibar purchases as these are not itemised on hotel bills and are deemed not to represent value for money.

Individuals carrying out IGC programme related activities are advised to book their own accommodation for non- UK engagements due to credit card requirements for holding reservations.

For personnel travelling to **the UK** on IGC programme related activities, accommodation will be booked and paid for by the Hub. However, when personnel opt to arrange their own accommodation they will be reimbursed on submission of clear and legible scanned receipts in line with the allowances in the Appendix 1.

OTHER EXPENSES

Incidentals: Reasonable incidental expenses for services offered by the hotels such as laundry (for stays longer than 3 days), telephone, broadband, and business centre usage for IGC business purposes, will be reimbursed upon submission of the hotel invoice.

Alcoholic Drinks: Please note alcoholic drinks are not reimbursable. If incurred at the hotel these expenditure items should be paid for on departure by the individual.

Visas: Unless otherwise notified by the IGC Hub, the IGC is **unable to reimburse** the cost of visas as this expense is incorporated in fee payments. Non-fee earning participants attending IGC events will be reimbursed the costs of **single-entry visas** (on submission of scanned receipts).

All IGC personnel should travel on business visas and are responsible for obtaining their own visas. When required, the Hub will supply supporting letters for visa applications and obtain Letters of Invitation from the relevant organisation (travelling personnel should provide contact details for the relevant person in the organisation if possible).

Vaccination: Visit your medical doctor as soon as possible to check whether you need any vaccinations or other preventive measures (such as malaria tablets) for the country you will be visiting. The IGC is unable to reimburse these costs for sub-Contractors as these expenses are incorporated in fee payments. Non-fee earning participants (e.g. those attending IGC events) will be reimbursed upon submission of receipts.

Payments: Unless otherwise stated in the appointment letter/contract, all payments and reimbursements will be made in UK pounds sterling. Expenses arising in foreign currency shall be reimbursed at the exchange rate stated in the XE 'Current and Historical Rate Tables' on the Friday immediately preceding the first day of travel, or if this took place on a Friday, the rate stated on that date. Rates are available at: <u>http://www.xe.com/currencytables/?from=GBP</u>

Supporting Receipts / Documentation Required: Payment for all travel expenses will be made in arrears by submission of the IGC Expense Claim Form supported with itemised clear and legible scanned receipts, e- tickets and flight boarding cards. Please do not destroy your original receipts until your claim has been settled.



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Credit card receipts are not allowed.

If you are seeking reimbursement for a receipt for more than one person then you must provide full names, title, organisation and reason for the meeting in the Description of Expense section of the expense claim form. Please refer to the explanatory notes on the expenses form itself before submitting your claim.

To enable the IGC to proceed with the expense reimbursement, please scan your receipts and email them along with the completed IGC expense claim form <u>igcexpenseclaims@lse.ac.uk</u>

Please note that when a claim is submitted for reimbursement that the claimant takes full responsibility for the accuracy of the claim and for make sure that it falls within the guidelines of this policy.

Country	City	Hotel	RATES 2016 (GBP)	RATES 2016 (USD)	Daily Subsistence Rate (Local)	Subsistence Rates (GBP)
Bangladesh	Dhaka	Pan Pacific Sonargaon	139.00	214.46	BDT 3124	26.00
		Dhaka Regency	114.00	175.89		
		Best Western Plus Maple Leaf	135.00	208.29		
Ethiopia	Addis Ababa	Hilton	122.00	188.23	ETB 1160	36.00
		Intercontinental	132.00	203.66		
		Capital Hotel & Spa	122.00	188.23		
Ghana	Accra	Alisa Hotel	149.00	229.89	GHS 244	39.00
		Best Western Premier	179.00	276.18		
		Coconut Grove Regency	119.00	183.60		
		Holiday Inn	175.00	270.01		
		Golden Tulip	128.00	197.49		
		Novotel Accra City Centre	172.00	265.38		
Kenya	Nairobi				KES 510	25.00
India Bihar	Bihar	Hotel Maurya	110.00	169.72	INR 2561	25.00
India Other	Delhi	Sheraton	110.00	169.72	INR 3585	35.00
		Vasant Continental	70.00	108.00		
		Hilton Garden Inn	81.00	124.97		
		Grand New Delhi	121.00	186.69		
	Delhi (near airport)	Radisson	98.00	151.20		
		JW Marriott Hotel	116.00	178.98		
Liberia	Monrovia	Mamba Point Hotel	129.00	199.03	USD 54	35.00
		RLJ Kendeja Resort & Villa	161.00	248.41		
Mozambique	Maputo	Avenida	126/164	194/253	MZN 2924	44.00
· · ·	· ·	Radisson Blu Hotel	169.00	260.75		
		Afrin Prestige	114/117	176/181		
		Hotel Maputo	67.00	103.37		
Myanmar	Yangon	Parkroyal	169.00	260.75	USD 57	37.00
-		The Strand	144.00	222.18		
		Rose Garden	117.00	180.52		
		Novotel Yangon Max	118.48	182.80		
		Hotel Parami	96.26	148.52		
Pakistan	Lahore	Pearl Continental	123.00	189.78	PKR 4672	29.00
		Avari	134.00	206.75		
	Karachi	Pearl Continental	111.00	171.26	PKR 4028	25.00
		Marriot	127.00	195.95		
		Avari Towers	124.00	191.32		
		Movenpick	103.00	158.92		
	Islamabad	Marriot	170.00	262.29	PKR 4028	25.00
		Serena	147.00	226.81		
	Peshawar	Pearl Continental	90.00	138.86	PKR 4028	25.00
Rwanda	Kigali	Hotel Des Milles Collines	163.00	251.49	RWF 40594	36.00
		LeMigo	160.00	246.86		
		Manor Hotel	135.00	208.29		

Appendix 1: IGC Accommodation and daily subsistence rates – March 2016



		Chez Lando	76.00	117.26		
		Le Garni du Centre	94.00	145.03		
		Umubano Hotel	167.15	257.90		
Sierra Leone	Freetown	Swiss Spirit	104.00	160.46	SLL 287442	46.00
		Country Lodge Complex	98.00	151.20		
South Sudan	Juba	Crown Hotel	106.22	163.89		45.00
		Panorama Hotel	95.57	147.45		
		Nimule Resort	77.64	119.79		
		Tulip Inn	110.00	169.72		
Tanzania	Dar Es Salaam	New Africa Hotel	117.00	180.52	TZS 147191	44.00
		Southern Sun	132.00	203.66		
		Best Western Plus	92.00	141.95		
Uganda	Entebbe	Laico Lake Victoria	108.00	166.63	USD 40	26.00
	Kampala	Sheraton	154.00	237.61		
UK	London	With Breakfast	130.00	200.56	GBP 30	30.00
		Without Breakfast	115.00	177.42		
US	Washington DC	Club Quarters	120.00	185.14	USD 89	58.00
	Berkeley CA	Hotel Shattuck Plaza	106.29	163.99	USD 69	45.00
Zambia	Lusaka	Taj Pamodzi Hotel	110.00	169.72	ZMW 621	41.00
		Southern Sun	88.00	135.77		
		Chamba Valley Exotic Hotel	59.54	135.77		

Appendix 2: Rotary International 'FY2015-16 Automobile Reimbursement Rates'

Country	Reimbursement Rate per Mile	Reimbursement Rate per KM
Bangladesh	BDT 84.05	BDT 52.23
Ethiopia	USD 0.91	USD 0.56
Ghana	USD 0.98	USD 0.61
India Bihar/Central	INR 51.96	INR 32.29
Liberia	USD 0.68	USD 0.42
Mozambique	USD 0.92	USD 0.57
Pakistan	PKR 86.00	PKR 53.45
Rwanda	USD 1.01	USD 0.63
Sierra Leone	USD 0.61	USD 0.38
South Sudan	EUR 0.80	EUR 0.84
Tanzania	USD 0.76	USD 0.47
Uganda	USD 1.06	USD 0.66
US	USD 0.575	USD 0.357
Zambia	USD 0.86	USD 0.54



11. Annex 5 – Frequently Asked Questions

1. Do we need prior engagement with the respective IGC country team and stakeholders?

The IGC strongly recommends researchers submitting country-focused research to discuss their proposals with the relevant IGC country team. Country teams can also facilitate dialogue between researchers and policymakers. Researchers should contact the country teams for more information.

2. We are applying for other sources of funding, or have already received other funds. Is it still possible to apply?

Yes. The IGC encourages applicants to indicate budget priorities in their proposals under the section regarding 'financial information'. In the event that the IGC is unable to fund the entire project, it will then be easier to identify which modules are essential. Applicants who have secured or aim to secure other funding are also welcome to apply for only partial funding for their project from the IGC. In this scenario, applicants should make clear what proportion of overall funding for the project is being requested from the IGC, and which proposed milestones will trigger IGC payments.

3. Does the IGC provide preliminary feedback or technical support when preparing the proposal?

No

4. Can a research assistant be hired?

It is typical for researchers to hire their own Research Assistants (RAs) for these projects. For institutionally managed projects, these RAs are contracted by the managing institution. For individually managed projects, these RAs are contracted by the IGC.

5. Our proposal was rejected. Could you send us specific comments regarding our proposal?

Due to the large number of proposals the IGC receives, we are unable to provide in-depth feedback to rejected proposals.

6. Do you pay per diems?

No, the IGC is unable to pay per diems. It does, however, fund expenses if they have been budgeted for in the proposal, and only if original receipts are presented. Please refer to the IGC Travel Policy in annex 4 for further details.



12. Annex 6 – London School of Economics & Political Science Standard Sub-Contractor Terms and Conditions for the International Growth Centre

The following terms and conditions are currently subject to review by LSE. Please note these will be updated in the near future

Definitions

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, other sub-Contractors engaged by LSE and/or LSE's customers or clients, all confidential information of any nature whatsoever including without limitation –	
	 a) information concerning past, present and prospective finances, business dealings, systems, computer programmes, software, data, client and/or customer lists, contributors, suppliers, methods of doing business or information relating to any current or prospective business of the IGC or otherwise 	
	 research data produced and/or generated by the Sub- Contractor in connection with the Services; and 	
	 any other confidential information obtained or received during the performance of the Services; 	
"Contract"	means these Terms and Conditions and the Appointment Letter and its Annexes;	
"Control"	means the ability to control or direct the affairs of another, whether by virtue of the ownership of shares, contract or otherwise;	
"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
"IGC Member"	means an individual who:
	(i) is a duly appointed member of IGC's Executive Committee; or
	(ii) has been duly appointed by LSE as an IGC Theme Leader;
"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;
"Materials"	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 Contract"	means Services to be provided in circumstances where your engagement by this Contract has not, in the Appointment letter, been designated as a Research Contract of the IGC;
"Records"	has the meaning given in Condition 4.3;
"Research Contract"	means the Services are such that, in the Appointment Letter, IGC has designated your engagement by this Contract as a Research Contract of the IGC;
"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 Contract;
"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:
	(a) the Contract period specified in the Contract; or



	(b) if no such period is specified, the period from the date of the Contract until completion of the Services; or	
	(C) the date of termination of the Contracting 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.	

- When interpreting the Contract:
 - a) headings are for ease of reference only and shall not affect the construction of the Contract;
 - b) "communication" and "electronic communication" means the same as in the Electronic Communications Act 2000;
 - c) 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
 - d) 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:
 - these Terms and Conditions; and
 - the terms of the Contract.

Services and fee

- 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.
- The Sub-Contractor hereby agrees and undertakes that:
 - 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 Contract and/or as otherwise agreed from time to time with LSE; and
 - 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.
 - Unless otherwise stated in the Appointment Letter, all payments due to the Sub-Contractor by LSE shall be paid to you Net Monthly Account" i.e. Payment is due no later than 90 days following the month in which delivery was made or services rendered and receipt of a correct invoice whichever shall happen last."
- 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.

- LSE reserves the right not to pay any amount due in respect of a deliverable received by LSE more than 90 days after the day when the Sub-Contractor first became entitled to render an agreed deliverable which will trigger the related payment.
- Unless otherwise expressly provided in the Appointment Letter, all payments to the Sub-Contractor shall be made in UK pounds sterling.

Sub-Contractor personnel

- 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.
- 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.
- If LSE 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.
- 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.
- 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:
 - 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
 - (if so requested by LSE) produce evidence of such compliance in such form as LSE may require.

LSE Policies and requirements

The Sub-Contractor acknowledges and accepts that -

- LSE reserves the right to decide whether or not to use or publish any Material submitted by the Sub-Contractor;
- 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

- LSE is required to grant BMGF 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. In this context 'sale' will refer to charges to recover the costs of reproduction and postage.
- 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.
- 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.
- The Sub-Contractor shall upon request provide to LSE (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 or their representatives answers to such enquiries as may be made about the Records.
- Where it is found by LSE 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.
- 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:
 - any actual or potential conflict together with recommendations as to how the conflict can be avoided; and
 - any matters, facts or circumstances which otherwise bring into question the independence or impartiality of any Services to be provided by the Sub-Contractor.
- 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.
- The sub-Contractor shall not discriminate within the meaning and scope of the provisions and principles set out in the UK Equality act 2010 (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.

Тах

 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 –



- 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;
- 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
- 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.
- 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.
- The Sub-Contractor hereby agrees and undertakes to indemnify and to keep LSE fully and effectively indemnified from and against -
 - 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
 - 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.
- 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.

Pension and other benefits

- 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.
- 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.



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

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

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

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

Confidentiality

- The Sub-Contractor acknowledges that all Confidential Information is secret and confidential to LSE, 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 without the prior written consent of LSE, unless:
 - **a.** Such information was already in the public domain at the time of disclosure otherwise than by breach of this Agreement;
 - **b.** Such information was in the possession of the receiving party at the time it was disclosed with no prior obligation of confidentiality;
 - c. The Sub-Contractor developed the information independent of this Contract;
 - d. such disclosure is a requirement of law placed upon the party making the disclosures.
- 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.

Use of names and reputation

The Sub-Contractor will not -

- (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 trademarks 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;
- make use of the names "International Growth Centre", "IGC" 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;
- act in such a way as to jeopardise the reputation of LSE or IGC for independent and unbiased research and/or comment;
- misrepresent in any way the nature of the Sub-Contractor's relationship with either LSE or IGC.
- 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.

Termination of Contract

- Subject to earlier termination in accordance with Condition 9.2, the Contract shall continue until
 - the date upon which the Contract is to terminate as set out in the Contract; or
 - if no such period is specified, the period from the date of the Contract until completion of the Services; or



- 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.
- Without prejudice to any other rights available to LSE or any other person LSE may terminate the Contract forthwith by giving the Sub-Contractor notice in writing if –
 - 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
 - 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
 - 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 into disrepute; or
 - the Sub-Contractor becomes bankrupt or makes an arrangement or composition with its creditors; or
 - 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
 - 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
 - there is a change of Control of the Sub-Contractor; or
 - 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.
- 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 17.1.
- 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.

- Upon termination of the Contract howsoever caused the Sub-Contractor will -

- immediately deliver up to LSE (or to LSE's authorised representative) any documents containing Confidential Information belonging to LSE, 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
- 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.
- Conditions 3.4, 4.3, 4.4, 4.5, 5.3, 7, 8.1, 9.5, 10, 12.1, 14, 17.4 to 17.10 (inclusive) shall survive the expiry or termination of the Contract (however arising).

Intellectual property rights

Part 1: Provisions Applicable to Non-Research Contracts

- Where the Sub-Contractor's engagement is a Non-Research Contract, 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 -
 - 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.
 - 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.
 - Except where the Sub-Contractor is an LSE employee or an IGC Member (when the waiver in this Condition 10.1.3 shall not apply) 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.
- 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 Contract

- Where the Sub-Contractor's engagement is a Research Contract, 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.
- 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

- The Sub-Contractor hereby warrants that -
 - (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
 - the Material contains nothing defamatory or libellous and all statements purporting to be facts are true; and
 - 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
 - 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 BMGF in the terms set out in Condition 4.1.3.

Facilities and Milestone Payments

- 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.
- Payments for Research Contract will be made on a fixed milestone basis subject to the provision of Clause 2 above.

Attribution, REFERRAL and publicity

- 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):
 - no such representation may be made by the Sub-Contractor at any time after the Term; and
 - 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.



- 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:
 - any warranties and/or representations relating to the IGC on behalf of LSE; and/or
 - 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.

Improper conduct

- The Sub-Contractor warrants and represents to LSE that neither the Sub-Contractor nor any of the Sub-Contractor's Personnel:
 - 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
 - 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.
- 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.
- 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.

Notices and service

- Any notice or other information required or authorised by the Contract to be given by either party to the other shall be given by:
 - delivering the same by courier;
 - sending the same by pre-paid registered post;
 - sending the same by email or other electronic communication; or
 - sending the same by facsimile transmission; to the other party at the address given in or pursuant to Condition 14.6.
- 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.

- 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.
- 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.
- 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.
- 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.

Limitation of Liability of Insurance

- Neither party excludes or limits liability to the other party for death or personal injury and the Sub- Contractor shall indemnify and keep LSE indemnified against death or personal injury to any persons or loss of or damage to any property which may arise out of any Default or any other act, default or negligence of the Sub-Contractor, their employees or agents and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- Subject always to Clause 15.1, the liability of either party for Defaults shall be as set out in this Clause 15.2.
 - Without prejudice to the generality of Clause 15.1, in no event shall either party be liable to the other for:
 - Loss of profits, business, revenue, goodwill or anticipated savings; and/or
 - Indirect or consequential loss or damage.
 - The provisions of Clause 15.2 shall not be taken as limiting the right of LSE to claim from the Sub- Contractor in the event of Default for loss of data and notwithstanding Clause 15.2.2, where LSE terminates this Contract pursuant to Clause 9, LSE shall be entitled to recover from the Sub-Contractor, in addition to any other damages it is entitled to recover, the cost of obtaining the reasonable and proper cost for specialist accountancy services from a third party
- The parties expressly agree that should any limitation or provision contained in this Clause 15 be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.
- Without limiting the Sub-Contractor's responsibilities under Clause 15.1 above, the Sub-Contractor shall insure with a reputable insurance company against loss of and damage to



property and injury to persons (including death) arising out of or in consequence of its obligations under this Contract where negligence is proven and against all actions, claims, demands, costs and expenses in respect thereof.

Force majeure

- 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 BMGF in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.
- 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.

General

- Except with LSE's prior written consent:
 - the Contract may not be assigned or transferred by the Sub-Contractor;
 - none of the Sub-Contractor's duties or obligations under the Contract may be delegated or sub-contracted by the Sub-Contractor.
- If, having obtained LSE's consent, the Sub-Contractor sub-contracts any of its obligations, the sub-contract shall:
 - 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
 - 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.
- No variation or amendment to the Contract will be effective unless agreed in writing signed by both parties.
- 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.
- 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.
- 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.
- 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.



- Where the Sub-Contractor is more than one-person firm or company, then -
 - the obligations of such persons, firms and/or companies under the Contract shall be joint and several; and
 - 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 person's firms and/or companies.
- The Contract does not create any right enforceable by any person who is not a party, except that:
 - 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 IGC subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999;
 - 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
 - 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.
- 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.



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