Private Infrastructure Development Group

REQUEST FOR PROPOSAL

Technology Transformation Programme 2027–29

Third-party advisory and delivery services

23 November 2026

Timeline

High Level Timeline (see para 11 for detailed timeline)	
Issued by	The Private Infrastructure Development Group Limited
Issue date	23 November 2026
Call with PIDG (if required)	23-27 November 2026
Clarification deadline	30 November 2026, 17:30 UK time
Proposal deadline	**7 December 2026, 09:00 UK time**
Anticipated award	18 December 2026
Anticipated mobilisation	Q1 2027
PIDG contact	Richie Rouse, Global Head of Operations (via: procurement@pidg.org)
Contract term	Stage 1, with options for Stage 2 and/or related work subject to approval and contracting

RFP at a glance

Purpose	Engage a third-party supplier, or supplier team, to provide specialist advisory and delivery capability for PIDG's Technology Transformation Programme.
Initial commission	Stage 1 diagnostic, target-state definition, prioritised transformation portfolio, business cases and Stage 2 recommendation.
Delivery principle	Technology-agnostic and outcome-led. AI is an option, not a predetermined solution.
Commercial approach	Bidders should provide a transparent Stage 1 fixed-price or capped-fee proposal, rate card and clearly priced options for any proposed Stage 2 support.
Selection basis	Most economically advantageous proposal, assessed on quality and commercial value, subject to due diligence and contract negotiation.

1. Introduction and background to PIDG

The Private Infrastructure Development Group (PIDG) is an innovative infrastructure project developer and investor which mobilises private investment in sustainable and inclusive infrastructure in sub-Saharan Africa and south and southeast Asia. PIDG investments promote socio-economic development within a just transition to net zero emissions, combat poverty and contribute to the Sustainable Development Goals. PIDG delivers its ambition in line with its values of pioneering, partnership, safety, inclusivity and urgency.

PIDG provides technical assistance and concessional capital, develops and invests in infrastructure through InfraCo, provides blended debt through EAAIF, and offers credit enhancement and local-currency solutions through GuarantCo. PIDG is evolving its products, geographies and partnerships and requires common capabilities that support scale without recreating organisational, process, data and technology silos.

2. Programme context

The Technology Transformation Programme (TTP) is a strategic initiative within the PIDG Business Plan 2027–29. It is intended to increase organisational capacity and deal-flow velocity by simplifying and connecting the core investment lifecycle, strengthening data and decision support, and applying technology, automation and AI only where justified by business value, risk and readiness.

PIDG intends to deliver the programme through two stages:

- Stage 1: analyse business requirements and the investment lifecycle; confirm the current and target states; identify and prioritise use cases; develop proportionate business cases; and agree the scope, cost and delivery approach for Stage 2.

- Stage 2: implement the approved portfolio of process, data, organisational and technology changes. Stage 2 is not committed through this RFP unless expressly included in the final contract or subsequently commissioned.

2.1 Intended outcomes

Outcome	What success means
Scale without linear complexity	Standardise and reuse Group capabilities so growth does not produce matching increases in cost or complexity.
Accelerate the investment lifecycle	Streamline origination, screening, due diligence, approvals, committees, monitoring, exits and capital-provider engagement.
Improve decision quality	Strengthen trusted portfolio, pipeline, finance, impact and risk data and enable consistent performance insight.
Increase productivity	Remove duplication and manual activity and use workflow automation or AI where justified, retaining human accountability for material decisions.
Protect trust and resilience	Integrate cyber security, privacy, records, continuity, supplier, architecture and responsible-AI controls.
Realise measurable value	Define baselines, targets, benefit owners, adoption measures and lifecycle costs before investment decisions.

3. Scope of services

The successful supplier will work as an independent adviser and delivery partner to PIDG. The supplier must bring sufficient seniority and practical capability to challenge assumptions, facilitate cross-Group decisions and produce evidence that is suitable for investment and governance decisions.

3.1 Mobilisation and programme definition

- Confirm scope, stakeholders, governance interfaces, workplan, methods, information requirements, dependencies and decision calendar.
- Agree working protocols with the Global Head of Operations and/or Programme Manager.
- Maintain a clear record of decisions, assumptions, dependencies, risks and actions.

3.2 Current-state diagnostic

- Enterprise technology and data review - define and document as-is enterprise systems, architecture and data across the Group as a baseline context dependency before focusing on the areas related to the investment lifecycle.
- Assess priority processes, systems, data flows, controls, roles, pain points, costs and existing initiatives across business lines and Group functions.

- Map the end-to-end investment lifecycle and selected corporate workflows at the level required to identify bottlenecks and technology investment opportunities. Note that there is existing process documentation that should be reviewed and reused or amended where appropriate.
- Separate process, policy, data, capability, organisational and behavioural issues from genuine technology requirements.
- Identify fragmentation, duplication, manual work, data-quality weaknesses, control gaps, architectural constraints and change saturation.

3.3 Target-state blueprint

- Define and document to-be enterprise systems, architecture and data across the Group.
- Define target process and capability principles, including the minimum common Group backbone and areas where differentiated business-line requirements are justified.
- Develop target-state process, data, integration, workflow, information-protection and operating-model views sufficient to support investment choices.
- Define ownership for processes, data, technology, risk, adoption and benefits.

3.4 Use-case discovery and prioritisation

- Identify a focused portfolio of priority transformations, considering candidates such as deal execution, market intelligence, screening, due diligence, approvals, monitoring, portfolio data and reporting, governance and corporate workflow automation.
- Define each use case in terms of user need, process change, data requirements, control implications, architecture, adoption and measurable outcomes.
- Apply transparent prioritisation criteria covering strategic fit, value, feasibility, risk, dependency, adoption effort and time to benefit.
- Recommend what PIDG should simplify, stop, standardise, configure, buy, integrate, automate or build.

3.5 Solution, architecture and supplier options

- Assess technology and supplier options objectively, including non-technology options and options that reuse existing PIDG capabilities. The principle of 'prioritising reuse over creation' is a key design and delivery principle.
- Address dependencies on the enterprise technology review, portfolio platforms, master data, common identifiers, APIs, records and information-protection controls.
- Document trade-offs, constraints, lifecycle costs, interoperability, portability, lock-in risk, supportability and decommissioning implications.
- Protect PIDG's ownership of architecture, data, configurations, documentation and decision records.

3.6 Responsible automation and AI

- Identify opportunities where automation or AI could reduce preparation effort, classify evidence, identify gaps, surface exceptions or automate defined steps.
- Apply human-led, controlled and auditable design, with permissions, testing, traceability and human approval proportionate to risk.
- Do not recommend AI where simpler process, data, workflow or platform changes provide better value or lower risk.

3.7 Business cases and Stage 2 readiness

- Prepare proportionate business cases for selected priorities, including baseline, target outcome, benefit owner, implementation cost range, lifecycle cost, delivery options, risks and recommended next decision.
- Recommend a staged implementation portfolio, roadmap, governance, procurement approach, resource requirements and cost commitment for Stage 2.
- Define knowledge transfer and the capabilities PIDG should retain internally.

3.8 Out of scope unless separately agreed

- Commitment to purchase or implement a particular platform, product or AI solution.
- Production deployment of Stage 2 solutions beyond approved discovery, prototypes or proofs of concept.
- Replacement of PIDG's accountable business, technology, risk, finance, data, procurement or benefit owners.

- Legal, regulatory, audit or assurance opinions.
- Unapproved access to live confidential deal information, personal data or production systems.

4. Required deliverables and acceptance

Deliverable	Minimum expected content	Target timing
D1. Mobilisation and inception pack	Confirmed scope, stakeholders, workplan, methods, governance interfaces, information needs, decision calendar and dependencies.	Within 2 weeks of mobilisation
D2. Current-state diagnostic	Evidence-based assessment of priority processes, systems, data, controls, pain points, cost drivers and existing change activity.	Indicative: weeks 3–4
D3. Target-state blueprint	Target process and capability model, design principles, ownership model, and architecture/data implications sufficient for investment decisions.	Indicative: weeks 5–6
D4. Prioritised transformation portfolio	Ranked use cases with strategic fit, value, feasibility, risk, dependencies, ownership and sequencing.	Indicative: weeks 8–10
D5. Business cases and options papers	Proportionate cases for agreed priorities, including quantified baseline and benefits, costs, lifecycle implications, options and decision requests.	Indicative: weeks 8–10
D6. Stage 2 recommendation	Implementation portfolio, roadmap, delivery model, resource needs, governance, procurement implications, risks and cost commitment.	Indicative: weeks 10–12
D7. Knowledge-transfer pack	Reusable methods, decision records, models, artefacts, source files and briefings enabling PIDG ownership.	Throughout and at close

4.1 Acceptance principles

- Deliverables must be evidence-based, clear, internally consistent and suitable for the stated governance decision.
- All editable source files, models, data dictionaries, assumptions and calculation logic must be provided to PIDG.
- Recommendations must identify evidence, assumptions, confidence level, dependencies, risks and unresolved decisions.
- PIDG may require reasonable correction of material omissions, factual errors or agreed requirements before acceptance.
- Detailed acceptance criteria, review periods and milestone payments will be agreed in the contract.

5. Delivery methodology

Bidders should propose the methodology they consider most effective. As a minimum, the proposal should explain how the supplier will:

- mobilise rapidly while validating scope before detailed analysis;
- combine document review, interviews, workshops, process observation and data analysis;
- engage distributed and multicultural teams without creating excessive demand on PIDG colleagues;
- map as-is and to-be processes and validate them with accountable process owners;
- prioritise use cases using transparent and repeatable criteria;
- quantify benefits where baselines are incomplete and clearly distinguish evidence from assumptions;
- integrate architecture, data, cyber, privacy, records, risk, HSES and responsible-AI considerations;
- manage dependencies with the enterprise technology review and other transformation activity;
- test recommendations through practical prototypes or demonstrations where appropriate;
- transfer capability and avoid supplier dependency.

6. Governance, reporting and working arrangements

The supplier is expected to work under PIDG's TTP governance. Final governance structure and membership will be confirmed before mobilisation.

6.1 Minimum reporting expectations

- Weekly delivery update covering progress, next steps, decisions required, risks, dependencies, assumptions, actions, budget and resource use.
- Fortnightly working-session or steering materials as required.
- Monthly executive summary and financial forecast against agreed milestones (aligned with SteerCo)
- Immediate escalation of material information-security, privacy, delivery, conduct, conflict, cost or quality concerns.
- A maintained RAID log, decision log, deliverables register and benefits traceability record.

6.2 Working model

- Flexible/hybrid delivery with engagement across PIDG locations and time zones.
- Workshops may be virtual or in person. Bidders should identify anticipated travel separately in the commercial proposal.
- PIDG expects key proposed personnel to remain materially engaged. Substitution will require prior written approval.
- The supplier will use PIDG-approved collaboration, document-management and security arrangements.

7. Supplier and team requirements

- Material experience leading enterprise technology-enabled transformation in complex, multi-entity or international organisations.
- Demonstrable experience in investment, banking, development finance, asset management or another regulated financial-services environment.
- Strong understanding of end-to-end investment or capital lifecycle processes, workflow, enterprise data, integration and executive decision support.
- Experience of current-state diagnostics, target operating models, process redesign, use-case prioritisation and business-case development.
- Ability to assess technology and supplier options independently and without bias towards a specific platform.
- Practical expertise in enterprise architecture, data governance, cyber security, privacy, records management, resilience and technology risk.
- Extensive knowledge of responsible AI and automation, including human oversight, auditability, permissions, testing and risk-based controls.
- Experience designing governance, benefits realisation, adoption, change and knowledge-transfer arrangements.
- Excellent facilitation and concise, decision-ready communication for executives and steering committees.
- Capability to operate effectively across Africa, Asia and Europe or similarly distributed, multicultural environments.

7.1 Key personnel

The proposal must identify the personnel who will perform the work, their responsibilities, location, availability and proposed level of effort. PIDG will place greater weight on the relevant experience and availability of the proposed delivery team than on general firm credentials.

8. Proposal response requirements

To support a fair and equitable evaluation, proposals should follow the structure below. The core technical proposal should not normally exceed 30 pages, excluding CVs, case studies, declarations and commercial schedules.

Section	Required response
1. Executive summary	Understanding of PIDG's requirement, principal recommendations and key differentiators.
2. Methodology and approach	Detailed approach, methods, assumptions, dependencies, quality controls and proposed use of tools or accelerators.
3. Workplan and mobilisation	Activities, milestones, deliverables, decision points, PIDG inputs and mobilisation period.

Section	Required response
4. Team and governance	Named personnel, roles, availability, location, level of effort, CVs and engagement governance.
5. Relevant experience	Up to five relevant assignments, including at least two comparable transformations and client references.
6. Risks and mitigations	Principal delivery, data, security, adoption, conflict and dependency risks and proposed mitigations.
7. Knowledge transfer	How PIDG will retain capability, documentation, decision rights and architecture ownership.
8. Commercial proposal	Completed pricing schedule, assumptions, taxes, expenses, discounts, rate card and payment milestones.
9. Compliance statements	Conflicts, sanctions/misconduct, subcontractors, data protection, information security, insurance, equality/diversity and acceptance/deviations from PIDG contract terms.
10. Proposal validity	Validity period - 180 days from the proposal deadline.

9. Commercial requirements

- Provide a fixed price or capped fee for Stage 1, with effort and assumptions by deliverable and role.
- Provide a rate card by role and location for approved changes or optional services.
- Price all travel and expenses (if relevant) separately and state the proposed treatment of expenses.
- State currency, taxes, payment milestones, invoicing assumptions and any annual rate increases.
- Separate mandatory scope from options. PIDG is not committed to purchase options or Stage 2 services.
- Identify all third-party licences, tools, data or subcontractor costs and any ongoing costs that PIDG would incur.
- State proposed intellectual-property position and confirm PIDG's right to use, modify and provide internally all deliverables and editable source materials.
- Provide a transparent total cost of ownership for any recommended delivery model.

10. Evaluation approach

PIDG intends to award to the bidder offering the strongest overall balance of quality, delivery confidence and commercial value. The proposed weighting below should be confirmed by the evaluation panel before issue.

Criterion	Weight	Assessment focus
Understanding, methodology and outcome alignment	**25%**	Quality and practicality of approach; understanding of PIDG context; technology-agnostic and outcome-led design.
Relevant supplier and team experience	**20%**	Comparable transformation, investment-lifecycle and regulated/DFI experience; strength and availability of named personnel.
Workplan, governance and delivery confidence	**15%**	Mobilisation, sequencing, resourcing, quality assurance, risk management and ability to meet the required timetable.
Architecture, data, controls and responsible AI	**10%**	Strength of approach to target architecture, data, security, privacy, records, resilience, responsible AI and supplier independence.
Adoption, benefits and knowledge transfer	**10%**	Credibility of benefit measurement, change/adoption approach and capability transfer.
Commercial proposal and value for money	**20%**	Total cost, transparency, competitiveness, assumptions, flexibility and lifecycle value.
Total	**100%**	

PIDG may apply minimum quality thresholds, seek written clarifications, invite shortlisted bidders to present, conduct reference checks, validate proposed personnel and negotiate with one or more bidders. Evaluation will be based on evidence contained in proposals, presentations and formal clarifications.

11. Procurement timetable

Activity	Indicative date
RFP issued (and clarification question period starts)	**23 November 2026**
Call with PIDG (if required)	**23-27 November 2026**
Deadline for clarification questions	**30 November 2026**
PIDG issues consolidated responses	**1 December 2026**
Proposal submission deadline	**7 December 2026**
Evaluation (and proposal clarification if required)	**7-11 December 2026**
Shortlisted presentations, if required	**14-18 December 2026**
Intention to award	**18 December 2026**
Due diligence and contract finalisation	**21 December 2026-22 January 2027**
Mobilisation	**Q1 2027**

12. Submission instructions

- Proposals must be submitted in English by email to the PIDG contact stated on page 1 by the deadline.
- The email subject should read: "TTP 2027–29 RFP – [Bidder name]".
- Submit the technical proposal and commercial proposal as separate files. Commercial information should not be included in the technical proposal except where explicitly requested.
- PIDG will issue an acknowledgement of receipt. Proposals submitted by another method may be treated as non-compliant.
- Clarification questions must be submitted in writing to the PIDG contact by the clarification deadline. Unless commercially confidential, questions and responses will be shared with all bidders without identifying the source.

13. Mandatory declarations and conditions

- Conflict of interest: disclose actual, potential or perceived conflicts involving the bidder, proposed personnel or subcontractors and explain mitigation.
- Conduct and eligibility: confirm that the bidder, its directors and proposed key personnel have not been sanctioned or found guilty of fraud, corruption, human-rights abuse, forced labour, modern slavery or equivalent material misconduct by a public authority or international organisation within the preceding five years, or provide full details.
- Subcontractors: identify all proposed subcontractors and consortium members and the work they will perform.
- Confidentiality and data protection: confirm capability to comply with PIDG confidentiality, privacy, information-protection, cyber security, records and acceptable-use requirements.
- Insurance: state professional indemnity, cyber, employers' liability and public liability cover relevant to the services.
- Equality, diversity and inclusion: explain the bidder's relevant policies and how inclusive participation will be supported in delivery.
- Change of control: notify PIDG promptly of any material change in ownership, control, structure or proposed delivery team before contract execution.
- Contract: confirm willingness to contract on PIDG's terms and conditions (including as and identify any requested deviations in a separate schedule.

By submitting a proposal, the Bidder confirms that it has read, understood and accepts the Terms and Conditions and Mandatory Declarations set out in this Request for Proposal. The Bidder also:

- consents to reference checks, credential validation and supplier due diligence;
- confirms that proposed key personnel are available as stated; and

- agrees to promptly notify PIDG of any material change to its proposal or declarations.

No separate signature is required. Submission of a proposal constitutes the Bidder's formal acceptance and confirmation of the above.

14. General Instructions in Relation to the preparation of Tenders

Costs of preparation

Proposers shall bear all their costs associated with the preparation and submission of their proposals.

Right to Cancel, Clarify or Vary the Procurement Process

PIDG Ltd is not committed to any course of action as a result of:

- issuing this RFP;
- communicating with a proposer or its representatives in respect of the RFP; or
- any other communication between PIDG Ltd and any other party.

By taking part in this RFP process, proposers accept that PIDG Ltd is not bound to accept any proposal and that PIDG Ltd reserves the right not to proceed with the RFP or conclude a contract for some or all of the services set out herein.

PIDG Ltd reserves the right to waive, amend, add to or withdraw all or any part of the RFP at any time during the procurement exercise.

Proposer Contact Person

Proposers must provide a single point of contact in their organisation for all correspondence relating to this RFP. PIDG Ltd shall not be responsible for contacting proposers through any route other than their nominated person. Proposers accept that it is their responsibility to notify any changes relating to their contact person promptly.

PIDG Ltd Contact Person

Richie Rouse, Global Head of Operations
The Private Infrastructure Development Group Ltd
6 Bevis Marks, London EC3A 7BA
All RFP communication to be via: procurement@pidg.org

All contact by any interested parties with PIDG Ltd relating to this RFP must be addressed to the PIDG Contact Person named above.

Clarifications about the Procurement Process

Should any interested person require any clarification, please contact the PIDG Contact Person. Requests for clarification must be in writing and will be accepted up to 17:30 **UK time** on 30 November 2026. Save to the extent that a request is expressly stated in writing by a proposer to be made on a 'commercially in confidence' basis requests for clarifications and their respective responses will be distributed to all persons who have requested a copy of the RFP, without information about the source of the request. If there is any doubt as to whether a request concerns confidential information, then PIDG Contact Person will advise the person concerned who may either give written permission for distribution of the response (which shall be in advance of the preparation of the response) or withdraw the request.

Conflicts of Interest

Proposers must disclose in their proposals (or at any later stage if becoming aware after submission of tenders) any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest as a result of taking part in this competition or in the performing the services under a

contract. Conflict(s) include potential, actual and perceived conflicts. This also applies to any sub-contractors proposed by proposers. Any proposer who fails to comply with this requirement may be excluded from this procurement process.

Where proposers identify any potential conflicts in their tenders (or later stage), they should state how they intend to avoid or mitigate such conflicts. PIDG Ltd reserves the sole and absolute discretion to exclude any tender which, in its opinion, gives rise to, or could potentially give rise to, a material conflict of interest.

If, following submission of a proposal, a proposer becomes aware of any circumstances that could give rise to an undisclosed conflict the proposer must advise the PIDG Contact Person as soon as possible and propose measures that may be taken to eliminate or mitigate such conflict. Failure to comply with this obligation could lead to the disqualification of the proposer in question from the procurement process.

Change of Control

The PIDG Contact Person must be informed immediately in writing of any change in the structure, control, composition or membership of a proposer which takes place at any time prior to execution of the contract. A change deemed material by PIDG Ltd may lead to the proposer's exclusion from the procurement process.

Warnings and disclaimers

All information provided to interested persons in relation to this procurement process is provided in good faith and is believed to be correct at the time of issue. However, PIDG Ltd and its advisors exclude all liability for any inaccuracy or inadequacy and no express or implied warranty is given in relation to accuracy or adequacy of the information provided. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from information in this RFP including its annexes and in respect of any other written or oral communication to any interested person. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of PIDG Ltd or its advisers.

In submitting their proposals, proposers must rely on their own enquiries and on the terms and conditions set out in the contract attached as [Annex 4 hereto], subject to the limitations and restrictions specified in it.

Neither the issue of this RFP, nor any of the information provided in relation to it, should be regarded as a commitment or representation on the part of PIDG Ltd (or any other person) to enter into any contractual arrangement.

Instructions for Completion of Tenders

Completed proposals must be sent via e-mail to the PIDG Contact Person and an acknowledgement receipt will be sent in return to confirm receipt. A proposal sent by any other method may be viewed as non-compliant and rejected.

Annex 1: Pricing schedule

Bidders should complete the following schedule and add explanatory notes where required. All amounts should exclude VAT or equivalent taxes unless stated otherwise.

Cost item	Pricing basis	Amount	Assumptions / notes
Stage 1 mobilisation and inception	Fixed / capped		
Current-state diagnostic	Fixed / capped		
Target-state blueprint	Fixed / capped		
Prioritised transformation portfolio	Fixed / capped		
Business cases and options papers	Fixed / capped		
Stage 2 recommendation	Fixed / capped		
Knowledge transfer and close	Fixed / capped		
Travel and expenses	Estimate / cap		
Third-party tools or licences	Specify		
Total Stage 1 proposal			

Role-based rate card

Role	Location	Day rate	Currency	Notes
Engagement partner / executive adviser				
Programme or transformation director				
Enterprise / solution architect				
Investment process / operating-model specialist				
Data / integration specialist				
Automation / AI specialist				
Business analyst / process modeller				
Change, adoption and benefits lead				
Project management / PMO				
Other role				

Annex 2: Proposed delivery team

Name	Role	Employer	Location	Availability / effort	Relevant assignment

Annex 3: Reference assignments

Client / sector	Scope and scale	Dates	Outcome / evidence	Reference contact

Annex 4: PIDG Ltd Contract for Consultancy Services

CONTRACT FOR CONSULTANCY SERVICES

THIS **CONTRACT** is made this **[insert]** day of **[insert]** (this "**Contract**").

SECTION 1
FORM OF CONTRACT

CONTRACT FOR: **[describe the services]** (the "**Project**")

BETWEEN:

THE PRIVATE INFRASTRUCTURE DEVELOPMENT GROUP LIMITED, a company incorporated and registered in England and Wales with company number 11265124 whose registered office is at 6 Bevis Marks, London, EC3A 7BA ("**PIDG Ltd**" or the "**Client**");

AND

[Insert], a limited liability company incorporated and registered in **[insert]** with company number **[insert]** whose registered office is at **[insert]** (referred to as the "**Consultant**"),
(each a "**Party**" and together the "**Parties**").

INTRODUCTION

A. PIDG Ltd requires the Consultant to provide the services as described in the Scope of Services in Section 2 *(Scope of Services)*.

B. The Consultant has agreed to provide the Services on the terms and conditions set out in this Contract.

OPERATIVE PROVISIONS

1. **Documents**

This Contract is comprised of the following documents:

Section 1	Form of Contract
Section 2	Scope of Services
Section 3	Special Conditions
Section 4	Schedule of Prices
Section 5	PIDG Mandatory Policies
Section 6	PIDG Standard Conditions of Contract

This Contract constitutes the entire agreement between the Parties in respect of the Consultant's obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 2 ***(Scope of Services)*** and/or Section 3 ***(Special Conditions)***.

2. **Duration of the Services**

2.1. The Consultant shall perform the Services set out in Part A of Section 2 *(Scope of Services)* in accordance with the Workplan set out at Part B of Section 2 *(Scope of Services)* or such other Workplan as may be agreed in writing between Parties.

2.2. This Contract shall terminate on *[insert date]* unless extended or terminated earlier in accordance with its terms and conditions.

3. **Key Personnel**

The following Key Personnel shall perform the Services:

i. **[insert]**
ii. **[insert]**
iii. **[insert]**

and/or such other individuals that the parties may agree in writing from time to time should be Key Personnel for the purposes of this Contract.

4. **Financial Limit**

The maximum amount which the Consultant may invoice for the Services provided under this Contract shall not, in any circumstances exceed:

1. where applicable, the Deliverable Payment Amount (as defined below) for the corresponding Deliverable as set out in Section 4 *(Schedule of Prices)*; and

2. in respect of all the Deliverables, an aggregate amount of US$ [*] ([*] United States Dollars) inclusive of all taxes, VAT, costs and disbursements (the "**Financial Limit"**).

The Financial Limit shall be paid in accordance with Clause 17.1 of Section 6 ***(PIDG Standard Conditions)*** of Contract and the Payment Schedule set out at Section 4 ***(Schedule of Prices)***.

5. **Time of the Essence**

Time shall be of the essence as regards the performance by the Consultant of its obligations under this Contract.

6. **Addresses for Notices**

The addresses for notices referred to in clause 29.1 of Section 6 ***(PIDG Standard Conditions of Contract)*** are:

a. The Private Infrastructure Development Group Limited
6 Bevis Marks, London, EC3A 7BA
United Kingdom
Tel: +44 (0) 20 3848 6740
Email:**[insert contract managers email address] and legal@pidg.org**
FAO: **[insert] and Legal**

b. **[Insert name of Consultant]**
[Address]
[Tel]
[Email)
FAO]

7. **Countersignatures**

This Contract may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Contract.

Each Party agrees to sign this Contract by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of its intention to be bound by this Contract as if signed by that Party's manuscript signature.

For and on behalf of

THE PRIVATE INFRASTRUCTURE DEVELOPMENT GROUP LIMITED

_____

By:

Title:

For and on behalf of
[insert full legal name of consultant]

_____

By:

Title:

SECTION 2
SCOPE OF SERVICES

Part A: Scope of Services

Part B: Workplan

SECTION 3
SPECIAL CONDITIONS

1. **Data Processing by the Consultant**

1.1. ***Scope and Nature***

The Consultant will process Personal Data in the performance of the Services. The scope of the Services is set out in further detail in the Contract.

1.2. ***Purpose of Processing***

The Consultant is engaged to provide Services to PIDG Ltd.

1.3. ***Duration of Processing***

The duration of the Contract.

1.4. ***Types of Personal Data*** [1]

[Personal details of PIDG employees, consultants and directors including name, title, address, telephone number, personal email address, country, region, system access/usage.

Personal details PIDG's clients and participants in PIDG projects including name, telephone number, email address, country, region.]

1.5. ***Categories of Data Subject***

Current and former PIDG employees
Clients of the PIDG Group
Employees of clients of the PIDG Group
Participants in PIDG's projects

1.6. ***The processing operations carried out in relation to the Personal Data*** [2]

Collection and recording of data, hosting data, organising data, adapting or altering data, consulting or retrieving data, destroying data, disclosing or transferring data for the purposes of delivering Services to PIDG Ltd pursuant to the Contract.

SECTION 4
SCHEDULE OF PRICES

1. **Financial Limit**

The Financial Limit is set out in Section 1 *(Form of Contract)*.

2. **Payment Schedule**

No	Deliverable	Deliverable Payment Amount	Trigger for Payment
i.			Payment upon approval of deliverable by PIDG
ii.			Payment upon approval of deliverable by PIDG

SECTION 5

PIDG MANDATORY POLICIES[3]

The PIDG Mandatory Policies are:

1. PIDG Code of Conduct
2. PIDG Anti-corruption and Integrity Operating Policy
3. PIDG Travel and Expense Reimbursement Policy and Procedures (to the extent applicable)

SECTION 6
PIDG STANDARD CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1. **Definitions**

"**Advantage**" includes, but is not limited to money, loan, fee, stock, contractual right or interest, real estate, personal property, or other interests arising from business relationships, gifts, meals, entertainment, contributions or donations, travel and travel related expenses, below-market discounts, refunds, rebates, preferential treatment in the provision of, or preferential access to business opportunities or offers of employment, goods or services that do not have a commercially reasonable justification, or other improper inducements.

"**Anti-Bribery Laws**" means any applicable law, rule, regulation and other legally binding measure relating to the prevention of bribery, corruption or similar or related activities in a Relevant Jurisdiction, including (without limitation) the Bribery Act 2010 of the United Kingdom.

"**Applicable Law**" means the laws or regulations, regulatory policies, guidelines or industry codes in a Relevant Jurisdiction or which apply to the provision of the Services.

"**Associated Persons**" means in relation to an organisation, a person (including an employee, agent or subsidiary) who performs or has performed services (including within the meaning of section 8 of the Bribery Act 2010 and Part 3, section 44(4) of the Criminal Finances Act 2017 regarding the corporate offences of failure to prevent facilitation of tax evasion (as amended or superseded from time to time)) for that organisation or on its behalf and in respect of whose actions or inactions the organisation may be liable under Anti-Bribery Laws and/or the Criminal Finances Act 2017, including, as appropriate, contractors, sub-contractors, intermediaries, joint ventures and consortium partners.

"Client Materials" means all documents, information, items and materials in any form (whether owned by PIDG Ltd or a third party), which are provided by PIDG Ltd to the Consultant in connection with the Services.

"Commissioner" has the meaning given to it in the UK GDPR.

"**Confidential Information**" means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the Project, the business, products, affairs and finances of the Client or any of the PIDG Group or their clients or investments and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or any of the PIDG Group or their investments or any of the consultants, clients, customers, agents, distributors, shareholders, third party managers, or management to all the above, whether or not such information (if in anything other than oral form) is marked confidential.

"**Consultant's Personnel**" means any person instructed pursuant to this Contract to undertake any of the Consultant's obligations under this Contract, including the Key Personnel and the Consultant's directors, officers, employees, agents and sub-contractors.

"**Control**" means in relation to a Party the beneficial ownership of more than 50% of the issued capital of that Party, or the legal power to direct or cause the direction of the general management of that Party, or holding company thereof.

"**Controller**" has the meaning given to it in the UK GDPR.

"**Data Protection Legislation**" means all legislation and regulatory requirements in force from time to time relating to the use of Personal Data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the retained EU law version of the GDPR ("**UK GDPR**"); the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority, as well as (ii) GDPR (if applicable).

"**Data Subject**" has the meaning given to it in the UK GDPR.

"Deliverable" means any output of the Services and any other documents, products and materials provided by the Consultant to PIDG Ltd in relation to the Services.

"**Deliverable Payment Amount"** means the payment for each corresponding Deliverable as set out in Section 4 *(Schedule of Prices*), if applicable.

"**Equipmen**t" means any equipment, computer hardware or software, materials, goods and vehicles and associated services necessarily required for the implementation of the Services, which the Consultant cannot reasonably be expected to provide, which are financed or provided by PIDG Ltd for use by the Consultant.

"**Financial Limit**" means the amount described in Section 1 *(Form of Contract)*.

"**Force Majeure**" means in relation to a Party any circumstances beyond the reasonable control of that Party, including without limitation, any of the following: (a) war, acts of warfare, hostilities (whether war be declared or not) invasion, incursion by armed force, act of hostile army, nation, terrorist or enemy; (b) riot, uprising against constituted authority, civil commotion, disorder, rebellion, organised armed resistance to the government, insurrection, revolt, military or usurped power, civil war; (c) earthquake, flood, fire, arson, storm, lightning, tempest, accident, or other acts of God; (d) epidemic, explosion, disease, hijacking, sabotage or crime; or (e) act of government or governmental authority, including any relevant regulator.

"**GDPR**" means the General Data Protection Regulation (EU) 2016/679, as amended, consolidated or replaced from time to time.

"**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Key Personnel"** means the Consultant's Personnel described in clause 3 of Section 1 *(Form of Contract)* and any additional personnel who may be appointed in accordance with clause 3 of Section 1 *(Form of Contract)*.

"Mandatory Policies" means PIDG Ltd's mandatory policies and procedures for this Contract set out in Section 5 *(PIDG Mandatory Policies)*.

"**Personal Data"** has the meaning given to it in the UK GDPR.

"**Personal Data Breach**" has the meaning given to it in the UK GDPR.

"**PIDG**" means the Private Infrastructure Development Group, the multi-donor arrangement established in 2002 by the UK Department for International Development, the Swedish International Development Cooperation Agency, the Netherlands Directorate for Sustainable Economic Development and the Swiss Secretariat for Economic Affairs to provide a strategic approach to developing financing for private infrastructure investment.

"PIDG Anti-corruption and Integrity Operating Policy" means the Anti-corruption and Integrity operating policy located on PIDG Ltd's website at Anti-corruption and Integrity Operating Policy.

"PIDG Code of Conduct" means the Code of Conduct of the PIDG Group located on PIDG Ltd's website at Code of Conduct.

"PIDG Group" means The Private Infrastructure Development Group Trust ("**PIDG Trust**"), PIDG Ltd, PIDG HoldCo, and any corporate entity established by the PIDG Trust or PIDG Ltd or PIDG HoldCo for the furtherance of PIDG's activities and any holding company or subsidiary (as defined in the Companies Act 2006) of such corporate entities.

"PIDG HoldCo" means The Private Infrastructure Development Group Holding Company Limited, a private company incorporated under the laws of England with registered number 16281077 whose registered office is at 6 Bevis Marks, London, EC3A 7BA, United Kingdom.

"PIDG Travel and Expense Reimbursement Policy and Procedures" means the Travel and Expense Reimbursement Policy and Procedures located on PIDG Ltd's website at Travel and Expense Reimbursement Policy and Procedures.

"**Processing**" has the meaning given to it in the UK GDPR.

"**Processor**" has the meaning given to it in the UK GDPR.

"**Regulatory Authority**" means any regulatory or governmental body, (including the United Kingdom's Financial Conduct Authority and the Prudential Regulatory Authority), responsible for enforcing Applicable Laws or otherwise having jurisdiction over the activities of either Party.

"**Relevant Jurisdiction"** means all jurisdictions relevant to the provision of the Services from the Consultant to PIDG Ltd, including, without limitation:

a. the jurisdiction of PIDG Ltd;
b. the jurisdiction of the Consultant;

c. the jurisdiction where any employee or contractor of the Consultant involved in providing the Services is located;
d. the jurisdiction where the Services are being provided from; and
e. the jurisdictions where the members of the PIDG Group are located.

"Sanctions" means economic or financial sanctions enacted, administered or enforced by the United Nations, the United States of America, the United Kingdom or the European Union (or any of its present or future Member States).

"**Services**" means the services to be performed by the Consultant pursuant to this Contract.

2. **Interpretation**

2.1. In the event of any inconsistency between Section 1 *(Form of Contract)*, Section 6 *(PIDG Standard Conditions of Contract)* and Section 3 *(Special Conditions)*, Section 3 *(Special Conditions)* shall prevail.

2.2. Except as expressly provided the Consultant is not the agent of PIDG Ltd and has no authority to represent and shall not purport to represent or imply or enter into any commitments on behalf of PIDG Ltd in any respect.

2.3. The relationship of the Consultant to PIDG Ltd will be that of independent contractor and nothing in this Contract shall make PIDG Ltd or the PIDG Group the employer of the Consultant or the Consultant's Personnel, nor shall it establish any partnership or joint venture between any of the parties referred to in this Clause, nor shall it authorise any party as the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

2.4. Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:

2.4.1. is a reference to it as amended, extended or re-enacted from time to time; and

2.4.2. shall include all subordinate legislation made from time to time under that legislation or legislative provision.

2.5. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

OBLIGATIONS OF THE CONSULTANT

3. **Obligations**

3.1. The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

3.2. If the Consultant is a joint venture then each of the joint venture parties shall have joint and several liability in respect of the Consultant's obligations under this Contract.

3.3. The Consultant shall comply with all applicable sections of the PIDG Mandatory Policies when performing the Services.

3.4. The Consultant shall comply with all Applicable laws which apply from time to time to the provision of the Services.

3.5. The Consultant shall ensure that the Services will conform with all descriptions, standards and specifications set out in Section 2 *(Scope of Services)*, and that the Deliverables shall be fit for any purpose that the Client expressly makes known to the Consultant.

3.6. The Consultant shall obtain and at all times maintain all licences and consents which may be required for the provision of the Services.

3.7. The Consultant shall observe all health and safety rules and regulations and any other security requirements that apply at any of PIDG's premises.

4. Personnel

4.1. All members of the Consultant's Personnel shall be appropriately qualified and experienced so as to ensure that the Consultant complies with all the Consultant's obligations under this Contract.

4.2. No changes or substitutions may be made to the Key Personnel without PIDG Ltd's prior written consent.

4.3. If PIDG Ltd considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to PIDG Ltd with a replacement acceptable to PIDG Ltd.

4.4. The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.

4.5. The Consultant shall pay all employees whose work relates to this Contract not less than the minimum wage prescribed by applicable law or regulation, without rebate, either directly or indirectly, and without making any deductions, either directly or indirectly, from the full wages earned, other than permissible deductions as set forth in applicable laws or regulations. The Consultant shall not require, suffer, or permit any employee whose work relates to this Contract to work more than the maximum hours in any workweek permitted by applicable law or regulation unless such employees are paid at least the overtime rate specified by applicable law or regulation.

4.6. In providing the Services the Consultant shall not employ persons under the age of 15 for any form of labour or under the age of 18 for work involving hazardous labour activity; or (b) violate applicable labour laws and regulations, including those related to the right of association, organization and collective bargaining, forced labour, child labour, wages, hours of work, and occupational health and safety.

5. Sub-contractors

5.1. The Consultant shall not sub-contract any of its obligations under this Contract without the prior written consent of PIDG Ltd.

5.2. If, having obtained PIDG Ltd's consent, the Consultant sub-contracts any of its obligations, the sub-contract shall be in writing and shall:

5.2.1. provide that payments due to the sub-contractor shall be made not more than 30 days after provision to the Consultant of a valid invoice; and

5.2.2. include rights for the Consultant and obligations on the sub-contractor to ensure that PIDG Ltd's rights to require replacement of personnel (as set out in Clause 4.3 of this Section 6) and PIDG Ltd's rights and the Consultant's obligations as set out in Clauses 6 to 10 (inclusive) of this Section 6 can be enforced against the sub-contractor; and

5.2.3. impose on and secure from the subcontractor obligations equivalent to those imposed under this Contract.

6. Disclosure of Information

6.1. The Consultant and the Consultant's Personnel shall not, without the prior written consent of PIDG Ltd, disclose to any third party or use any Confidential Information obtained during or arising from this Contract other than in accordance with clause 24.

6.2. No publicity is to be given by the Consultant to this Contract without the prior written consent of PIDG Ltd.

6.3. In accordance with the PIDG Code of Conduct, information contained in this Contract relating to the identity and nationality of the Consultant, a description of the Services and the duration and value of this Contract will be published on www.pidg.org.

7. Intellectual Property Rights

7.1. In relation to the Client Materials:

7.1.1. PIDG Ltd the relevant members of the PIDG Group and their licensors shall retain ownership of all Intellectual Property Rights in the Client Materials; and

7.1.2. PIDG Ltd grants to the Consultant a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this Contract solely for the purpose of providing the Services to PIDG Ltd.

7.2. In relation to the Deliverables:

7.2.1. the Consultant assigns to PIDG Ltd and each member of the PIDG Group, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Deliverables;

7.2.2. the Consultant shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction; and

7.2.3. the Consultant shall, promptly at PIDG Ltd's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as PIDG Ltd may from time to time require for the purpose of securing for PIDG Ltd and the PIDG Group all right, title and interest in and to the Intellectual Property Rights assigned to PIDG Ltd and the PIDG Group.

7.3. The Consultant warrants that the receipt, use and onward supply of the Services and the Deliverables (excluding the Client Materials) by PIDG Ltd and the PIDG Group shall not infringe the rights, including any Intellectual Property Rights, of any third party.

7.4. The Consultant acknowledges that each member of the PIDG Group will be at liberty to use and rely on the Deliverables.

8. **Access and Audit**

8.1. The Consultant 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 Consultant shall keep the Records throughout the duration of this Contract and for 6 years following its termination.

8.2. The Consultant shall upon request provide PIDG Ltd or its representatives unrestricted access to the Records in order that the Records may be inspected and copied. The Consultant shall co-operate fully in providing to PIDG Ltd and its representatives answers to such enquiries as may be made about the Records.

8.3. Where it is found by PIDG Ltd that any overpayment has been made to the Consultant the Consultant shall reimburse PIDG Ltd such amount within 28 days of the date of PIDG Ltd's written demand.

9. **Anti-bribery and Corruption**

9.1. **Anti-Bribery and Corruption**

9.1.1. The Consultant acknowledges that PIDG has a zero tolerance of bribery and corruption.

9.1.2. When providing the Services to PIDG Ltd, the Consultant will and will require that the Consultant's Personnel and its Associated Persons involved in delivering the Services comply with all applicable Anti-Bribery Laws.

9.1.3. The Consultant covenants throughout the term of this Contract to use all reasonable endeavours to procure that none of the Consultant's Personnel or Associated Persons involved in delivering the Services will engage in any activity,

practice or conduct or take any action, directly or indirectly, which would constitute an offence under any applicable Anti-Bribery Laws.

9.1.4. In connection with the Services the Consultant will either:

a. comply, and require the Consultant's Personnel and Associated Persons to comply, with the PIDG Anti-corruption and Integrity Operating Policy as amended from time to time; or

b. maintain throughout the term of this Contract and comply with, and require the Consultant's Personnel and Associated Persons to comply with, the Consultant's own anti-corruption policies, procedures and systems which are no less stringent than the PIDG Anti-corruption and Integrity Operating Policy to ensure compliance with all applicable Anti-Bribery Laws.

9.1.5. The Consultant will, as soon as the Consultant is made aware, promptly report to PIDG Ltd:

a. any request or demand for a bribe, kickback, facilitation payment or any other undue financial or other Advantage of any kind received by the Consultant or any of the Consultant's Personnel or Associated Persons in connection with the Services; and/or

b. any allegations or proceedings or investigation against the Consultant, the Consultant's Personnel or Associated Persons in connection with bribery or corruption; or

c. if a Public Official (as such term is defined in the applicable Anti-Bribery Laws) becomes a member of the Consultant's Personnel or Associated Persons.

9.1.6. The Consultant represents and warrants that:

a. None of the Consultant, any member of the Consultant's Personnel or, to the knowledge of the Consultant, any Associated Person or their directors, officers or employees or Associated Persons, is aware of or has taken any action, directly or indirectly, that could result in a violation by such persons of Anti-Bribery Laws, to which the Consultant, any member of the Consultant's Personnel or any Associated Person is subject and, without limitation, they have not (directly or indirectly) (i) offered, paid, promised to pay or authorised the payment of any money or other Advantage that could constitute a bribe, (ii) solicited, accepted or received any money or other advantage that could constitute a bribe or (iii) given, promised to give or authorised the giving of anything of value to any Public Official (as such term is defined in the applicable Anti-Bribery Laws) in contravention of the applicable Anti-Bribery Laws.

b. The Consultant, has conducted its business in compliance with applicable Anti-Bribery Laws and has instituted and maintained policies,

procedures and systems designed to ensure, and which are reasonably expected to continue to ensure compliance with such Anti-Bribery Laws, including the maintenance of complete and accurate books and records and an effective system of internal accounting controls; and

c. No investigation, proceedings or claim has been initiated against the Consultant or any member of the Consultant's Personnel or, to the knowledge of the Consultant, its Associated Persons or their directors, officers, employees or Associated Persons, by any governmental, administrative, judicial or regulatory body, authority or organisation in relation to any applicable Anti-Bribery Laws.

9.1.7. The Consultant shall indemnify and hold harmless and keep indemnified PIDG Ltd (for itself, and for any member of the PIDG Group), its directors, officers, employees and agents from and against all and any liability or loss suffered or incurred in any jurisdiction by PIDG Ltd or the PIDG Group, its directors, officers, employees or agents due to a breach by the Consultant, the Consultant's Personnel or its Associated Persons of any applicable Anti-Bribery Laws.

9.1.8. If any taxation authority in any jurisdiction brings into any charge to taxation any sum payable under the indemnity contained in this clause, the amount so payable will be increased by such amount as will ensure that the person to whom payment is made will retain, after deduction of the taxation so chargeable, the amount it would have retained had no such tax been payable.

9.1.9. In order that PIDG Ltd may ensure its own compliance with the applicable Anti-Bribery Laws, the Consultant agrees, on reasonable notice, to allow PIDG Ltd to inspect its anti-corruption policies, procedures and systems and, where necessary, to make any recommendations for improvement that may be found to be necessary. Such inspection is to be carried out as expediently as possible and with as minimum disruption to the business of the Consultant as possible.

9.2. **Know-your-customer checks**

9.2.1. The Consultant shall promptly upon the request of the Client supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Client in order for it to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations.

9.2.2. If:

a. the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Contract;

b. any change in the status of the Consultant (or of a holding company of the Consultant) or in the composition of the shareholders or directors of the Consultant (or of a holding company of the Consultant) after the date of this Contract; or

c. a proposed assignment or transfer of any of rights and obligations under this Contract to a party that is not a party prior to such assignment or transfer,

obliges the Client (or, in the case of paragraph (c) above, any prospective transferee or assignee) to comply with "know your customer", anti-money laundering, anti-terrorist financing or similar identification procedures in circumstances where the necessary information is not already available to it, the Consultant shall promptly upon the request of the Client supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Client (for itself or on behalf of any prospective transferee or assignee) in order for the Client or, in the case of the event described in paragraph (c) above, any prospective transferee or assignee to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations.

9.2.3. If the Consultant fails to:

a. provide such documentation or other evidence required under this Clause 9; or

b. satisfy "know your customer" or other similar checks

c. the Client shall have the right to terminate this Contract with immediate effect.

10. Tax Evasion Facilitation Offence

10.1. The Consultant will not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence under the Criminal Finances Act 2017.

10.2. In the event that the Consultant, any of the Consultant's Personnel or, where applicable, any individual or company or other legal entity which (whether directly or indirectly) owns or controls the Consultant is or becomes subject to Sanctions, PIDG Ltd shall be entitled at PIDG Ltd's absolute discretion and immediately to:

10.2.1. cease carrying out or suspend its obligations under this Contract; and/or

10.2.2. terminate this Contract.

11. Conflict of Interest

11.1. Neither the Consultant nor any of the Consultant's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

11.2. The Consultant and the Consultant's Personnel shall notify PIDG Ltd immediately of any real, apparent or potential conflict together with recommendations as to how the conflict can be avoided.

12. **Indemnity and Insurance**

12.1. The Consultant shall be under no liability to PIDG Ltd by reason of the performance of the Services except in respect of any actions, damages, proceedings, claims, costs, demands and expenses ("**Losses**") arising from (i) the failure by the Consultant, its officers, employees, agents or Consultant's Personnel to exercise due care and diligence in the performance of the Services or (ii) fraud, negligence, wilful default, wilful misconduct or bad faith on the part of the Consultant or any of its officers, employees, agents or Consultant's Personnel.

12.2. The Consultant shall indemnify PIDG Ltd on written demand in respect of all Losses incurred by PIDG Ltd which arise in connection with the provision of the Services to the extent that such Losses were caused by the Consultant's failure (or the failure of its officers, employees, agents or the Consultant's Personnel) to exercise due care and diligence in the performance of the Services or fraud, negligence, wilful default, wilful misconduct or bad faith on the part of the Consultant or any of its officers, employees, agents or Consultant's Personnel.

12.3. During this Contract, and for a period of one year afterwards, the Consultant shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent business person in connection with the risks associated with this Contract, and produce to PIDG Ltd on demand full particulars of that insurance and the receipt for the then current premium.

PROCUREMENT AND EQUIPMENT

13. **Procurement**

13.1. If applicable, all procurement of Equipment shall:

13.1.1. be undertaken in accordance with such procedures as may be agreed in writing by PIDG Ltd;

13.1.2. achieve "Value for Money" and be conducted in a fully transparent manner;

13.1.3. be on the basis that the ownership in Equipment shall vest in PIDG Ltd, and shall be so marked.

13.2. For the purpose of this Clause 13, "Value for Money" shall mean procuring at that price which will result in the lowest possible lifetime cost.

14. **Use of and Responsibility for Equipment**

14.1. Equipment may only be used in providing the Services and shall be safely kept and maintained. Personal use of Equipment by the Consultant is not permitted unless PIDG Ltd gives prior written consent.

14.2. The Consultant shall keep an up to date inventory of the Equipment, its condition and location and make such inventory available to PIDG Ltd immediately on request.

14.3. Subject to Clause 14.4 the Consultant shall be responsible for all loss or damage to Equipment other than that caused by fair wear and tear. The Consultant shall notify PIDG Ltd immediately the Consultant becomes aware of any loss of or damage to Equipment.

14.4. Except as required by law, the Consultant shall not insure Equipment. PIDG Ltd shall bear the risk in respect of loss or damage provided such loss or damage was not due to the Consultant's negligence and provided the Consultant obtains and pays to PIDG Ltd such proper compensation as may be due from others.

14.5. The Consultant shall obtain PIDG Ltd's instructions on the disposal of Equipment and comply with such instructions.

PRICE AND PAYMENT

15. Applicable Provisions and Financial Limit

15.1. Unless different provisions are substituted in Section 4 *(Schedule of Prices)*, Clauses 15 to 19 inclusive shall apply in relation to price and payment.

15.2. The components which comprise the Financial Limit are set out in the Section 4 *(Schedule of Prices)*. No expenditure may be incurred in excess of the Financial Limit and no virements between components shown in Section 4 *(Schedule of Prices)* are permitted without the prior written authority of PIDG Ltd.

16. Price/Fees

16.1. Any price or fees payable (as set out in Section 1 *(Form of Contract)* and Section 4 *(Schedule of Prices)* are deemed to cover the cost of salary, leave allowances and bonuses of the Consultant’s Personnel and all profit, taxes (including VAT), insurances, super-annuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations and overheads of whatsoever nature that may be incurred except those otherwise specifically provided for in this Contract, if any.

17. Expenses

17.1. If the price or fees payable (as set out in Section 1 *(Form of Contract)* and Section 4 *(Schedule of Prices)* includes any expenses of the Consultant to be reimbursed by PIDG Ltd, such expenses shall only be reimbursed if they are incurred in accordance with the PIDG Travel and Expense Reimbursement Policy and Procedures.

18. Invoicing Instructions

18.1. Unless otherwise expressly provided in Section 3 *(Special Conditions)* or Section 4 *(Schedule of Prices)*, invoices should be submitted monthly in arrears to 'For the Attention of The Finance Team, The Private Infrastructure Development Group Ltd, 6 Bevis Marks, London, EC3A 7BA for payment by PIDG Ltd and in accordance with the remainder of Clause 18.

18.2. PIDG Ltd shall, unless otherwise expressly provided in Section 3 *(Special Conditions*) or Section 4 *(Schedule of Prices)*, make payments due by direct credit. All invoices must contain details of the account to which payments are to be made.

18.3. Invoices should include the Consultant's form of letterhead, reference this Contract and bear an original signature. They should be numbered sequentially, dated and marked 'For the attention of Finance Team, The Private Infrastructure Development Group Ltd, 6 Bevis Marks, London, EC3A 7BA'. The final invoice presented in connection with this Contract should be endorsed "Final Invoice".

18.4. All invoices should contain details of reimbursable expenditure, if any, in accordance with Section 3 *(Special Conditions)* or Section 4 *(Schedule of Prices)* of this Contract.

18.5. Invoices for reimbursable expenditure if any shall be accompanied by evidence of expenditure satisfactory to PIDG Ltd. PIDG Ltd may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this is not provided within a reasonable time.

18.6. Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. PIDG Ltd reserves the right not to pay any amount due in respect of an invoice received by PIDG Ltd more than 90 days after the day of the Consultant becoming entitled to invoice for the payment to which it relates.

19. Payments

19.1. Subject to PIDG Ltd being satisfied that the Consultant is or has been carrying out its duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.

19.2. Payment shall be made in the currency of the Financial Limit to the account nominated by the Consultant. Reimbursable expenditure, if any, arising in a different currency shall, subject to the Financial Limit, be reimbursed in the currency of this Contract at the exchange rate stated on Oanda.com on the date on which the expenditure in question was paid for by the Consultant.

19.3. If PIDG Ltd is not satisfied with the Consultant's performance of its duties, obligations or responsibilities under this Contract, an appropriate sum may be withheld from any payment otherwise due. In such event PIDG Ltd shall identify the particular duties, obligations or responsibilities with which it is not satisfied, together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon performance satisfactory to PIDG Ltd or resolution of outstanding queries.

19.4. Should PIDG Ltd determine after paying any amount under this Contract that the Consultant has not performed its duties, obligations or responsibilities satisfactorily, PIDG Ltd

may recover, or withhold from further payments, a proportionate amount until the position has been remedied to PIDG Ltd's satisfaction.

FORCE MAJEURE AND TERMINATION

20. Force Majeure

20.1. Neither Party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the Party not affected may terminate this Contract by giving 30 days' written notice to the affected Party.

21. Suspension or Termination without Default of the Consultant

21.1. PIDG Ltd may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Consultant in writing and giving the reasons for such suspension or termination. PIDG Ltd may also terminate this contract for convenience by giving the Consultant one (1) month's written notice.

21.2. Where this Contract has been suspended or terminated pursuant to Clause 21.1, the Consultant shall:

21.2.1. take such steps as are necessary to suspend or terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and

21.2.2. provide to PIDG Ltd, not more than thirty (30) days after PIDG Ltd notifies the Consultant of the suspension or termination of this Contract an account in writing, stating:

21.2.2.1. the fees, if any, or reimbursable expenditure, if any, due before the date of suspension or termination;

21.2.2.2. costs, if any, to be expended after the date of suspension or termination which the Consultant necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.

21.3. Subject to Clause 18 (Invoicing Instructions) and Clause 19 (Payments) and PIDG Ltd's approval, PIDG Ltd shall pay such amount to the Consultant within 30 days after receipt from the Consultant of an Invoice in respect of the amount due.

21.4. Without limiting or affecting any other right or remedy available to it, either Party may terminate this Contract with immediate effect by giving written notice to the other Party if:

21.4.1. the other Party commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to

remedy that breach within a period of 14 days after being notified in writing to do so;

21.4.2. the other Party takes or has taken against it any step or action in connection with that party entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

21.4.3. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

21.4.4. by either Party with immediate effect from the date of service of a written notice if required in compliance with a formal direction made by a Regulatory Authority.

21.5. Without affecting any other right or remedy available to it PIDG Ltd may terminate this Contract with immediate effect by giving written notice to the Consultant if:

21.5.1. the Consultant repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;

21.5.2. the Consultant's financial position deteriorates to such an extent that in the Client's opinion the Consultant's capability to adequately fulfil its obligations under this Contract has been placed in jeopardy;

21.5.3. the Consultant is in material breach of the Applicable Laws applicable to it;

21.5.4. there is a change of Control of the Consultant;

21.5.5. the Consultant is prevented from performing its obligations under this Contract by a Force Majeure Event for a period of more than 30 days; or

21.5.6. the Consultant ceases, or threatens to cease carrying on all or a substantial part of its business.

21.6. On expiry or termination of this Contract:

21.6.1. all licences granted to the Consultant under this Contract shall terminate immediately; and

21.6.2. the Consultant shall promptly deliver and/or return all materials in the Consultant’s possession relating to the performance of the Consultant’s

obligations hereunder including any Client Materials, any Deliverable whether or not then complete and shall provide all such assistance as is reasonably requested by PIDG Ltd. Until they have been returned or delivered, the Consultant shall be solely responsible for the safe keeping of such materials and will not use them for any purpose not connected with this Contract.

21.7. Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.

21.8. Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination or expiry.

GENERAL PROVISIONS

22. Variations

22.1. No variation in the terms or scope of this Contract shall be effective without PIDG Ltd's prior written consent. PIDG Ltd shall have no liability in respect of work performed outside the Services set out in Section 2 *(Scope of Services)*.

23. Assignment

22.2. The Consultant shall not, without the prior written consent of PIDG Ltd, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultant, any of its rights or obligations under this Contract or any part, share or interest therein.

24. Confidentiality

24.1. The Consultant shall not (except in the exercise of its duties hereunder or to the extent required by Applicable Laws or pursuant to an order or request of a court or any other person or body of competent jurisdiction or any Regulatory Authority the requests of which the Party in question customarily complies) either during the continuance of this Contract or thereafter disclose any Confidential Information to any person not authorised by PIDG Ltd to receive such information, and the Consultant will use its reasonable endeavours to prevent any such disclosure as aforesaid whether by any officer, employee, agent, subcontractor, Consultant's Personnel or itself or by anyone else.

24.2. This restriction shall not apply:

24.2.1. to information that is available in the public domain, except where this is the result of the violation of this confidentiality clause (or the breach of confidentiality obligations of another person in circumstances whereby the relevant party should reasonably be aware that person was under a duty of confidentiality to another party);

24.2.2. if non-disclosure would render the Consultant liable to legal or administrative sanctions;

24.2.3. if PIDG Ltd has given prior written approval to the disclosure,

provided that, if the Consultant reasonably determines that it is required to make any disclosure of any Confidential Information for any of the reasons described in this clause it will prior to making such disclosure (where permitted by law), consult with PIDG Ltd as to the disclosure requirement with a view to allowing PIDG Ltd an opportunity to take such steps as are necessary to preserve the confidentiality of the information, including taking legal action or to seek to minimise the degree of information which must be disclosed.

24.3. The Consultant shall not, and shall procure that the Consultant's Personnel do not, use any of PIDG Ltd's Confidential Information received otherwise than for the purposes of this Contract.

24.4. The Consultant undertakes to restrict access to Confidential Information by the Consultant's Personnel to those individuals who have a genuine need of such access in order to provide the Services and shall ensure that such Consultant's Personnel are aware of, and comply with, the confidentiality obligations in this Contract.

24.5. To the extent not prohibited under Applicable Laws, the Consultant undertakes to notify PIDG Ltd immediately when it becomes aware of any unauthorised access to the Confidential Information.

24.6. Neither during the term of this Contract nor after its termination shall either Party do or commit, or omit to do, any act, matter or thing which would or might prejudice or bring into disrepute in any manner the business or reputation of the other Party hereto or any director or officer thereof.

25. **Security Requirements**

25.1. The Consultant shall, and shall procure that the Consultant's Personnel shall, take all necessary steps to ensure that all data or information belonging to PIDG Ltd which comes into its possession or control in the course of providing the Services is protected in accordance with the Client's information security policies, and in particular the Consultant shall:

25.1.1. take all necessary precautions to avoid the introduction of any malware that could affect the Services and consequently PIDG Ltd's systems and will take appropriate measures should it discover the existence of any malware of any kind;

25.1.2. conduct adequate IT security testing and install appropriate anti-virus systems;

25.1.3. take all necessary precautions to avoid the intrusion of any unauthorised persons or systems that could affect the Services and subsequently PIDG Ltd's systems;

25.1.4. take all the necessary security measures regarding Consultant's Personnel in order to avoid any unauthorised access to Confidential Information;

25.1.5. take appropriate measures should it note the existence of any viruses;

25.1.6. conduct adequate tests and ensure the level of traceability of access;

25.1.7. inform PIDG Ltd immediately in the event of any third-party unauthorised access, of the introduction of malware, and any usage that does not comply with the scope of the Services;

25.1.8. take all necessary precautions at the infrastructure level in order to protect the integrity of the Confidential Information; and

25.1.9. implement, in the required timeframe, all necessary actions following the observation of a lack of security originating from an audit or permanent monitoring process.

26. Data Protection

26.1. PIDG Ltd will collect and process information relating to the Consultant in accordance with the privacy notice on www.pidg.org.

26.2. The Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 26 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

26.3. The parties have determined that, for the purpose of the Data Protection Legislation, the Consultant shall process the personal data set out in Section 3 *(Special Conditions)* as processor on behalf of PIDG Ltd.

26.4. Section 3 *(Special Conditions)* of this Contract sets out the scope, nature and purpose of the Processing by the Consultant, the duration of the Processing and the types of Personal Data and categories of Data Subject.

26.5. The Consultant shall, in relation to any Personal Data processed:

26.5.1. process that personal data only on the documented written instructions of PIDG Ltd unless the Consultant is required by Applicable Law to otherwise process the Personal Data. Where the Consultant is relying on Applicable Law as the basis for processing the Personal Data, the Consultant shall promptly notify PIDG Ltd of this before performing the processing required by the Applicable Law unless the Applicable Law prohibits the Consultant from so notifying PIDG Ltd on grounds of public interest. The Consultant shall immediately inform PIDG Ltd if, in the opinion of the Consultant, the instructions of PIDG Ltd infringes the Data Protection Legislation;

26.5.2. implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of PIDG Ltd Personal Data and against its accidental loss, damage or destruction, including inter alia as appropriate:

i. the pseudonymisation and encryption (including by way of password protection) of the PIDG Ltd Personal Data;

ii. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

iii. the ability to restore the availability and access to PIDG Ltd Personal Data in a timely manner in the event of a physical or technical incident; and

iv. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

26.5.3. ensure and procure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

26.5.4. promptly assist PIDG Ltd in responding to any request from a data subject and in ensuring compliance with PIDG Ltd's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, the Consultant shall promptly notify PIDG Ltd if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of PIDG Ltd Personal Data;

26.5.5. notify PIDG Ltd without undue delay (and no later than 24 hours) after becoming aware of a Personal Data breach;

26.5.6. at the written direction of PIDG Ltd, delete or return to PIDG Ltd all PIDG Ltd's Personal Data on termination or expiry of this Contract, and certify to PIDG Ltd in writing it has done so, unless the Consultant is required by Applicable Law to continue to process that Personal Data, in which case the Consultant shall promptly notify PIDG Ltd in writing of what that Applicable Law is and shall only be permitted to process that Personal Data for the specific purpose so-notified, and all other requirements set out in this Clause 26 shall continue to apply to such PIDG Ltd Personal Data notwithstanding the termination or expiry of this Contract for as long as such Personal Data is processed by the Consultant. For the purposes of this Clause 26.5 the obligation to "delete" data includes the obligation to delete data from back-up systems as well as live systems; and

26.5.7. maintain adequate records, and, on PIDG Ltd 's request, make available such information as PIDG Ltd may reasonably request, and allow for and submit its premises and operations to audits, including inspections, by PIDG Ltd or

PIDG Ltd's designated auditor, to demonstrate its compliance with the Data Protection Legislation and this Clause 26.

26.6. The Consultant shall not, without the prior written consent of PIDG Ltd (and in any event subject to the Consultant providing PIDG Ltd with reasonable evidence that such activity is being undertaking in full compliance with the Data Protection Legislation):

26.6.1. appoint or replace (or change the terms of the appointment of) any other processor in relation to PIDG Ltd Personal Data or transfer any PIDG Ltd Personal Data to the same; or

26.6.2. carry out, via itself or via any other processor, any processing of PIDG Ltd Personal Data, or transfer any PIDG Ltd Personal Data, outside of the United Kingdom, including processing PIDG Ltd Personal Data on equipment situated outside of the United Kingdom.

26.7. Either Party may, at any time on not less than 30 days' notice, revise Clause 26 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).

26.8. The Consultant shall indemnify and keep PIDG Ltd indemnified from and against any and all costs, damages and expenses of any kind arising from any claim or demand brought by any person, data subject, Commissioner or supervisory authority as a result of any breach or alleged breach by the Consultant of any Data Protection Legislation or its obligations under liability for losses arising from breaches of this Clause 26.

27. **Limit of Liability**

27.1. Save for payments due for the performance of the Services and reimbursable expenses in accordance with this Contract, the parties agree that PIDG Ltd shall be excluded from all liability howsoever arising except for liability:

27.1.1. arising from death or personal injury caused by negligence of PIDG Ltd;

27.1.2. arising from dishonesty or fraud;

27.1.3. that cannot be limited or excluded by law; and

27.1.4. breach of any obligation as to title implied by Section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

28. **Retention of Rights**

29.1. Clauses 6 (Disclosure of Information), 7 (Intellectual Property Rights), 8 (Access and Audit), 13 (Procurement), 24 (Confidentiality), 25 (Security Requirements), 26 (Data Protection), 28 (Retention of Rights), 30 (Law and Jurisdiction), 31 (Third Party Rights) and 32

(Amicable Settlements) of this Section 6 and any relevant clauses listed under Section 3 *(Special Conditions)* shall continue in force following the termination of this Contract.

29. **Notices**

29.1. All notices or other communications to be given under this Contract shall be made in writing and by letter or email (save as otherwise stated) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when despatched (in the case of email, unless the sender receives notification that the email has not been delivered), or seven (7) days after being despatched in the post, postage prepaid, by the quickest mail available and by registered mail if available (in the case of a letter) to such Party at its address or email address specified in Section 1 *(Form of Contract)*, or at such other address or email address as such Party may hereafter specify for such purpose to the other Party by notice in writing.

30. **Law and Jurisdiction**

30.1. This Contract, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), shall be governed by the laws of England and Wales.

31. **Third Party Rights**

31.1. No term of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Contract.

32. **Amicable Settlement**

32.1. The Parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Contract.

32.2. Any dispute, controversy or claim arising out of or relating to this Contract, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Contract or any non-contractual claims (whether in tort or otherwise), which the parties are unable to resolve pursuant to Clause 32.1 shall be referred to and finally determined by arbitration.

32.3. It is agreed that:

32.3.1. the arbitral tribunal shall consist of one arbitrator who is to be appointed by the Parties or, failing agreement by the Parties within 30 days of service of written notice by either Party to the other Party requesting agreement to the appointment of an arbitrator, the appointing authority shall be the London Court of International Arbitration ("**LCIA**");

32.3.2. if the Parties cannot agree on the arbitrator to be appointed, the appointing authority shall be the LCIA;

32.3.3. the seat of the arbitration shall be London;

32.3.4. the law governing this arbitration agreement shall be English law; and

32.3.5. the language of the arbitration shall be English.

32.4. The tribunal's award shall be final and binding. The Parties hereby agree to exclude all rights to seek a determination by the court of a preliminary point of law under section 45 of the Arbitration Act 1996 and all rights of appeal on a point of law from any arbitration award under section 69 of the Arbitration Act 1996.

32.5. The Parties also agree to take steps to minimise the environmental impact of an arbitration initiated under this Contract. The Parties will raise this with the arbitrator and tribunal at the earliest opportunity and agree appropriate measures to be included in the first procedural order or equivalent step in the arbitration. When considering with the arbitrator and tribunal what measures should be adopted, the Parties will have regard to, the principles and measures set out in The Green Protocol for Arbitral Proceedings adopted by the Campaign for Greener Arbitrations (https://www.greenerarbitrations.com/green-protocols/arbitral-proceedings).