

GSMA MOBILE FOR DEVELOPMENT FOUNDATION, INC.

Request for Proposal

mNutrition Project

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1. GSM ASSOCIATION OVERVIEW

The GSM Association represents the interests of the worldwide mobile communications industry. Spanning 219 countries, the GSM Association unites nearly 800 of the world's mobile operators, as well as more than 200 companies in the broader mobile ecosystem, including handset makers, software companies, equipment providers, Internet companies, and media and entertainment organisations. The GSM Association is focused on innovating, incubating, and creating new opportunities for its membership, all with the end goal of driving the growth of the mobile communications industry. GSMA Mobile for Development Foundation, Inc. ("GSMA") is a wholly owned subsidiary of the GSM Association. It is a U.S. 501(c)(3) charitable organization that seeks to relieve poverty and improve living conditions throughout the world through identifying opportunities for social, economic and environmental impact and [to] stimulate the development of scalable, life-enhancing mobile services.

2. PROJECT OVERVIEW

The GSMA through in partnership with the UK government is implementing the mNutrition project to develop and scale-up the delivery of nutrition and agriculture related services using mobile phone based platforms. The project will enable the mNutrition initiative to reach 10 countries in Africa (six New Alliance countries: Cote d'Ivoire, Ghana, Malawi, Mozambique, Nigeria, Tanzania, and four additional nutrition priority countries: Kenya, Rwanda, Uganda, Zambia); as well as four countries in South Asia (India, Pakistan, Sri Lanka and Bangladesh). The mNutrition initiative will deliver a range of services in health and agriculture, all of which are aimed at improving nutritional health.

The mNutrition initiative builds on the expertise and capacity of two existing development initiatives within GSMA Mobile for Development - the mHealth and the mFarmer initiatives. Both of these initiatives are designed to leverage the unique position of GSMA within the mobile industry. The GSMA approach aims to bring together mobile network operators, the wider mobile industry and the development community to develop, test and roll-out commercial mobile services for the underserved people in emerging markets. The overall aim of the mNutrition project is:

'***Improved nutrition for the poor as a result of behaviour change promoted by accessible mobile-based services delivered at scale through sustainable business models***.'

The project plans to reach at least 3 million people across 10 Sub-Saharan African and 4 Asian countries. The change in nutritional status of the target population is expected to occur due to the following – support change as it relates to nutrition, registration of target populations, cultivation, and consumption of crops with high nutritional value (s) and; timely and efficient data surveillance of key nutrition indicators. This will be complemented by improved access to food as a result of improved agricultural production and income (see theory of change in appendix 1).

Improved access to relevant mobile services for the poor is to be facilitated by a range of support mechanisms provided to the mobile industry by the GSMA mNutrition initiative. These include, but are not limited to: providing risk-free capital (e.g. innovation grants) for the launch and scaling-up of mobile services for nutrition and agriculture; neutral brokerage between mobile and health stakeholders to develop scalable business cases in each country; technical assistance to service providers to launch and scale-up mNutrition services; advocacy and regulatory support at the national level; documentation of best practices; guidelines and resources; and monitoring and evaluation ("M&E") and content frameworks.

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The mNutrition project is committed to delivering the following across priority countries:

No.	Deliverable	Description	Country
1	**mNutrition Content Services**	Work with a consortia of local partners in each country to either scale existing nutrition related content services and/or launch scalable and sustainable mNutrition content services	All 14 priority countries (Cote d'Ivoire, Ghana, Malawi, Mozambique, Nigeria, Tanzania, Kenya, Rwanda, Uganda, Zambia, India, Pakistan, Sri Lanka, Bangladesh)
1a	**mHealth Services (specific)**	Support the launch of scalable and sustainable mHealth services in each country that target rural, poor women and children and focus on: 1. Behavior change communications services 2. Registration services 3. Data surveillance services	Cote d'Ivoire, Ghana, Kenya, Malawi, Mozambique, Nigeria, Rwanda, Tanzania, Uganda and Zambia
1b	**mAgri Services (specific)**	Support and launch of scalable and sustainable mAgri services in each country targeting small holder farmers and focus on: 1. Agriculture information and advisory services through mobile platform for conventional and nutrition-sensitive agriculture 2. Promotion of nutrition-sensitive agriculture technology and practices 3. Where applicable, mobile financial solutions for smallholders	6 countries from the priority list from Sub-Sahara Africa and South Asia.
2	**Evaluation**	The UK Government will appoint a credible third party to conduct a robust, independent evaluation of the GSMA mNutrition Initiative	Ghana, Bangladesh, Malawi

Expected Project Outcomes

1. A cost-effective, sustainable business model for mobile phone enabled nutrition and agriculture content services in the selected countries.

2. By 2017, at least 25% of active mobile phone registered users in 6 countries acting on information provided in relation to either one or several of the knowledge domains:

   a) Adoption of agricultural technology and practices that support nutrition sensitive food production
   b) Adoption of new agricultural technology and practices to improve agricultural productivity
   c) Uptake of new post-harvest technologies and practices to improve availability and maintain nutritional quality of agricultural produce after harvesting.

3. By 2017, at least 15% of registered active users demonstrating changes in knowledge or behaviour in relation to nutrition practices as recommended by the Lancet June 2013, in either one or several knowledge domains:

   a) Improved maternal nutrition practices during pregnancies;

   b) Infant and young child feeding practices;

   c) micro-nutrient supplementation to children at risk (i.e. Vitamin A, Zinc and ORS), across 10 SSA countries.

3. TIMELINE

Time and date	Action
17/12/2013	RFP issued.
18/12/2013	Submit signed Non-Disclosure Agreement Form
19/12/2013	Submit "Intention to Respond Form" (see Schedule 1) so GSMA can include you in the distribution list for information about this RFP.
20/12/2012	Submit questions to GSMA by this date.
10/01/2013	Questions and answers circulated back to all known Respondents.
29/01/2014	Submit RFP back to GSMA by 23:59 GMT.
07/02/2014	Assessment of Responses by GSMA.
11/02/2014	Interviews for shortlisted organisations
14/02/2014	Content Partner selected/ Contract awarded.

Note: Subject to change

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4. TENDER INSTRUCTIONS

4.1 This "Request for Proposal" ("RFP") and the information contained herein are strictly confidential.

4.2 GSMA does not make any representation, warranty or undertaking (express or implied) for the accuracy or completeness of the information contained in this RFP and any related documents. The information contained in this document may be subject to change without prior notice.

4.3 GSMA reserves the right to amend, suspend, or end this RFP at any time and to accept or reject a late or non-conforming response (an "RFP Response") without penalty.

4.4 An RFP Response must be received **no later than 29/01/2014**. To satisfy the requirements of a valid RFP Response, a Respondent should submit to GSMA, the information required as outlined in Schedule 2 of this RFP, and the signed and dated "Declaration" as set forth in Schedule 4 of this RFP (without any amendments, additions or deletions).

4.5 The GSMA is not committed to accepting any RFP Responses and nothing herein shall constitute a binding contract between GSMA and the Respondent(s). Nothing herein constitutes or implies any offer, agreement, commitment, or promise by GSMA.

4.6 The Respondent understands that its' RFP Response;

(a) forms part of its' bid for the "Deliverables" and "Services" (as defined in Section 8, below and further in Schedule 2);

(b) constitutes an offer, that may be accepted by GSMA so as to become a binding contract. Such offer shall remain open for acceptance for three (3) calendar months from the closing date for receipt of the RFP Response.

4.7 GSMA reserves the right to accept all, part or none of the RFP Responses received, or any combination thereof, in its complete discretion.

4.8 The Respondent represents that it has signed, dated, and attached the "Declaration" (without any amendments, additions or deletions) as set out in Schedule 4 of the RFP.

4.9 Any costs incurred by the Respondent in connection with this RFP are entirely the responsibility of the Respondent and shall not be chargeable to GSMA.

4.10 This RFP and the entire RFP process shall be governed in accordance with the laws of the State of Georgia and GSMA and the Respondents hereby submit to the exclusive jurisdiction of the federal and state courts in Georgia in respect of any dispute arising in connection with this RFP.

5. RFP RESPONSE AND QUERIES

5.1 To be valid, the RFP Response shall be submitted to GSMA in English, word document format, shall be no larger than 5 Mb and shall consist of the following:

(a) Comprehensive responses to all questions and/or information sought in Schedule 2;

(b) Responses to any other questions issued by GSMA in connection with this RFP;

(c) Signed and dated Declaration (see Schedule 4) without amendments.

5.2 The RFP Response and any queries related to it shall be submitted to:

Name: Michael Nkonu
Title: Agricultura Specialist
E-Mail: mnkonu@gsma.com

5.3 GSMA's response to a query made by a Respondent shall be copied to all Respondents and shall include an anonymous version of the originating query.

5.4 In its RFP Response, the Respondent shall submit a commercially competitive offer which shall include details of all costs related to the Services and Deliverables. Note that for this project, a fix budget exists for content component and proposed costs will be considered in line with this budget **(for details see section on budgets).**

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6. AMENDMENTS TO THE INVITATION TO TENDER

6.1 GSMA shall only notify those Respondents who have submitted a timely "Intention to Respond Form" (Schedule 1) of any amendments to this RFP. Amendments shall be binding once GSMA makes such notification.

7. TERMS AND CONDITIONS OF SERVICE AGREEMENT

7.1 The terms and conditions governing any award of business to a Respondent will be subject to the "General Provisions" or "STCs" in Schedule 4. These STCs form the basis of the Agreement for the provision of Deliverables and Services ("Service Agreement").

7.2 Respondent understands that a signed and dated "Declaration and STCs" to an RFP Response must be received in order for a RFP Response to be valid. Please note:

A: Amendments to a "Declaration and STCs" shall not be acceptable.

B: RFP Responses submitted without a signed and dated "Declaration and STCs" shall be void.

8. DELIVERABLES AND SERVICES

8.1 The Respondent will deliver the "Deliverables" and perform "Services" to the Service Standard and subject the Requirements set out in the RFP.

* A "Deliverable" is a tangible item that is provided to the GSMA for our use. A "Service" is a result of an activity that the Respondent undertakes. A "Service" may, or may not, be required to produce a "Deliverable".

8.2 "**Service Standard"** means in relation to the performance of any of the Services, carrying out those Services, Respondent and its third party suppliers, contractors, agents and sub-licensees carrying out those Services:

(a) in a good, safe and professional manner and in a manner free from dishonesty and corruption and in accordance with the US Foreign Corrupt Practices Act, UK Bribery Act and any applicable anti-corruption legislation;

(b) without material deviation from the best practice of a reasonable and prudent company and with adherence to relevant standards;

(c) in accordance with all relevant provisions of this Agreement, the Service Levels and any rules, codes, policies, procedures and standards notified to the Contractor, as revised from time to time during the Term in accordance with this Agreement;

(d) in co-operation with GSMA , its agents, sub-licensees and suppliers especially, but without limitation, in relation to the provision of Information reasonably requested by GSMA;

(e) in a manner which is not detrimental to the public image and reputation of GSM Association and its affiliates; and

(f) in a manner not less professional than the manner in which the Contractor would perform similar services for its own customers.

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SCHEDULE 1 – INTENTION TO RESPOND FORM

THIS FORM NEEDS TO BE COMPLETED AND RETURNED TO GSMA (mnkonu@gsma.com) BY 19/12/2013 IF YOU INTEND TO PARTICIPATE TO THIS RFP.

To:	Michael Nkonu	**From:**	[Supplier name]
			Please insert your contact name and details below:
Tel:	+254733152135	**Tel:**	
Mobile:	+254733152135	**Mobile:**	
Email:	mnkonu@gsma.com	**Email:**	

Please check the appropriate boxes:

☐ We intend to respond to the RFP for mNutrition.

☐ We are electing not to respond to the RFP for the General Contractor for mNutrition. We will immediately destroy all electronic and paper copies of the RFP.

If a signed 'Intention to Respond Form' is not received by the given date, GSMA will assume you do not intend to respond and your name will be removed from the list of participating Respondents.

Signed For and on behalf of:

Signature: _____

Name: _____

Position: _____

Date: _____

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SCHEDULE 2. – RFP RESPONSE AND SERVICE LEVEL GUIDELINES

A RESPONDENT SHALL PREPARE AND SUBMIT A RFP RESPONSE IN THE FORMAT DESIGNATED BELOW. RESPONSES TO QUESTIONS SHOULD CORRESPOND WITH THE QUESTION NUMBER DESIGNATED BELOW. SUCH RFP RESPONSE SHALL INCLUDE COMPREHENSIVE DETAIL FOR EACH SECTION DELINEATED BELOW:

PRODUCT/SERVICE REQUIREMENTS

1. SCOPE

1.1. In Scope

Content is an integral part of mNutrition initiative. The GSMA is therefore seeking one or more organisations (if more than one organization is selected, they shall work cooperatively with a clear lead party) to manage the entire content component of the mNutrition initiative to achieve outcomes as indicated in section 2 of this RFP. Specifically, the RFP is looking for an organisation to deliver the following:

A. Design and manage content component of the mNutrition initiative including (but not limited to):

- A comprehensive but generalized framework for the development[1], implementation and sustainability of mobile nutrition content to be approved by the governance committee of the mNutrition initiative for adaptation in each project country – **RFP respondents to provide outline of how the framework will be developed. See Appendix A for sample framework and section B for detailed country requirement.**

- Identify and establish partnership/ collaborative agreement(s) with credible and authoritative (state and non-state) organisations and experts in each country to guide, support and facilitate the implementation of health and/or agriculture content services in a sustainable way beyond the project in all project countries – **indicate type of partnerships in place or to be established and how this will benefit the mNutrition services in a sustainable way.**

- Design and undertake landscape analysis of current state of nutritional needs, content availability, stakeholders, pricing and regulation for nutrition and evidence-based intervention practices in each of the project countries and identify key factors for sustainable content services beyond the project – **provide a comprehensive methodology for the landscape analysis and a plan for undertaking the survey in each project country.**

- Lead the identification, sub-contracting and management of the local content implementer in each project country through a competitive process to launch, scale-up and market mNutrition content service(s) via mobile platforms – **(see section B for detailed requirement)**

- In a well-defined and systematic approach, provide robust technical assistance to a local content implementor in each project country to engage and partner with GSMA member mobile operator(s), to develop, launch and market mNutrition services in a sustainable way.

- Support local content partners in their engagement with mobile network operators to launch sustainable content services and; to develop effective outreach partnerships **(detailed type and level of support)**

- Manage and support local content implementers ensuring the following are in place: clear workplans and targets, sustainability plans (beyond the project) and marketing and evaluation strategies for local content messaging services - **provide details of how each key requirement will be achieved.**

- Host a per country technical workshop to launch the country content framework and advocate the applicability amongst all relevant stakeholders – **provide details on how this will be achieved with clear timelines**

[1] '**The term Content development**' in the RFP refers to repurposing or aggregation of existing content in formats such as factsheets from which messages could be developed for use on one or more mobile platforms.

- Based on learnings from the project:
    a. refine the content framework to serve as a model for mHealth and mAgri content development

    b. support the local content partner to develop a cost-effective and sustainable business model for mobile phone enabled nutrition and agriculture content services in compliance with national and international evidence based best practices - **provide details on how this requirement will be met**

- Provide regular activity and financial report as well as feedback to GSMA and funding partners of progress, risks and mitigation strategies as they relate to the mNutrition content services – **reporting and feedback structure to be agreed with GSMA**.

- Support and contribute to the monitoring and evaluation framework implemented by the UK Government and contracted to a third party project evaluation partner.

- Establish and maintain partnerships with relevant and similar projects globally to enhance the success of the project through cross-learning and knowledge sharing. This task has to be achieved within allocated budget.

B. mHealth and mAgri specific content delivery

The project aims to promote nutritional health via mHealth and nutrition-sensitive agriculture services. This section provides a detailed list of specific deliverables that the selected global partner(s)[2] will provide:

- **Content (development and) messaging structure** - A clearly outlined country specific mHealth and mAgri content (development and) messaging based on the generalised framework described in **section A**. The aim is to provide a prescriptive model that works for each country but underpinned by globally recognized, evidence-based best practices in leveraging the potential of mobile technology for improving nutritional health. This proposed structure should include:

    - health and agricultural content sub-frameworks (separately) - define the central pillars around which content will be structured to promote nutritional health and drive demand for local nutrition related services through mHealth and mAgri platforms; - **clearly outline key pillars around which health and agricultural content (development and) messaging will be structured (see Appendix 1 for sample content framework).**

    - definition of the best practice parameters, approaches and processes to follow in launching and sustaining mHealth and mAgri content services.

    - assessment and reporting on user capabilities and technical requirements for effective application of the proposed sub-framework(s) in accordance with the mNutrition evaluation framework - **provide details on how the proposed messaging structure for health and agriculture fits potential user capabilities. – e.g if smart phones are uncommon, what type of mobile platforms will be suitable for content messaging?**

- **Content strategy**
    - Outline clearly how, at a country level, you will support the local content implementer to:
        - evaluate and develop reputable partnerships to support content (development and) messaging services including engagement with at least one GSMA Mobile Network Operator in each country;
        - Source and secure locally relevant nutrition related content;
        - continually ensure that content is updated and locally relevant to the end user;
        - ensure good local governance of content services;
        - compliance to the mNutrition evaluation framework and/or any local and international regulatory or legal requirements as they relate to mobile content services;
        - sustainability of content services beyond this project;

- **Content Policies**

[2] The use of the terms "partner" and "partnership" within this document is for the sake of convenience only and is not intended to create a partnership relationship between GSMA and a respondent. Rather, the winning respondent and GSMA shall be independent contractors for all purposes in any relationship created pursuant to this RFP.

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- outline procedures to follow in content (development and) messaging for the project – this should include procedures for content sourcing, content aggregation, localisation, development, review and validation for public release
- content governance processes to ensure content service is developed within agreed specifications and compliance with best practices in agriculture and/or health
- quality assurance procedures of mHealth and mAgri content developed for the mNutrition project

- **Content integration**
  - Outline a core set of nutrition related messages per country
  - Outline strategy for incorporating this core set of nutrition messages as may be stipulated by Government and/or country regulators in the service design;
  - clearly outline strategy for integrating core set of nutrition related messages into national and local programmes for improved dissemination and uptake in each country
  - Identify and engaging relevant partners to secure content integration in each project country

- **Local content messaging service development and launch**
  - define requirements for, sub-contract and manage local content partners with the aim of launching content service in each project country
  - define in detail Service Level Agreements (SLA), timelines of the local content partner to ensure that nutrition related content services are delivered on time, within budget and in compliance with all quality and evaluation requirements in each project country
  - provide details of the nature and level of technical support to be provided to the local content partner with particular reference to partnership with mobile operator(s), product design, content aggregation and/or creation, business case development, development of a project implementation workplan, regulatory and evaluation planning and compliance, marketing and/or other areas not already described but deemed necessary to launch nutrition related content services in each project country
  - outline contractual requirements with the local content partner for data collection, measurement, compliance to the mNutrition evaluation framework and
  - establish quarterly reporting structure on mNutrition services in the country by the local content partner to the Global partner in support of the overall project reporting

***Note** – **'content development'** as used in this document refers to situations where content development is required as may be the case for agriculture. Content development may not be required in all cases where content is already available.*

2. PRODUCT/SERVICE REQUIREMENT/ SUBMISSION DETAILS

2.1. Respondents are required to submit proposal responding to all key issues raised in this RFP to qualify for evaluation. Proposals should have sufficient details to cover all requirements of the RFP to facilitate informed selection decision process. Failure to supply all information required may result in rejection of the proposal. The GSMA will not be liable for any costs incurred by the Respondent in preparing, submitting or presenting by the Respondent in preparing, submitting or presenting the proposal or in satisfying any other requirements.

2.2. Details of proposal should include the following:

2.2.1. detailed description of the Work plan and Approach that you propose using to meet the objectives described in schedule 2.0 and deliverables as outlined in Schedule 2.

2.2.2. If this submission is on behalf of a consortia of partners that will deliver the aforementioned work, a detailed explanation of the governance and reporting structure within that consortia

2.2.3. specify the level of involvement and specific tasks you will require from the GSMA for each objective.

2.2.4. describe in detail the processes to be used and the deliverables to be produced.

2.2.5. identify Project Leaders(s) to be committed to this project and the conditions of the project leads' continued availability throughout the project period.

2.3. Provide statement of experience (Organisations which responded to the RFI need not completed this section)

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Key Area	Response
Experience and expertise specifically in the areas of knowledge management and information dissemination	
Agriculture, health and human nutrition management experience	
Content management and Content Management System expertise	
International, regional and local networks and affiliation and how this will impact on the project	
Inter-continental experience and presence, particularly in Asia and Africa	
International project management including budget management experience	
Engagement with key and influential nutrition and/or mobile related organisations in each of the GSMA mNutrition Initiative countries	
Experience initiating and managing complex grant management processes in multiple countries	
Previous and current engagement with Mobile Network Operators and (or) Value Added Service Operators.	
Provide a list of current and on-going content messaging, dissemination and management projects Any further comments on the content approach	

2.4. Staffing and rates

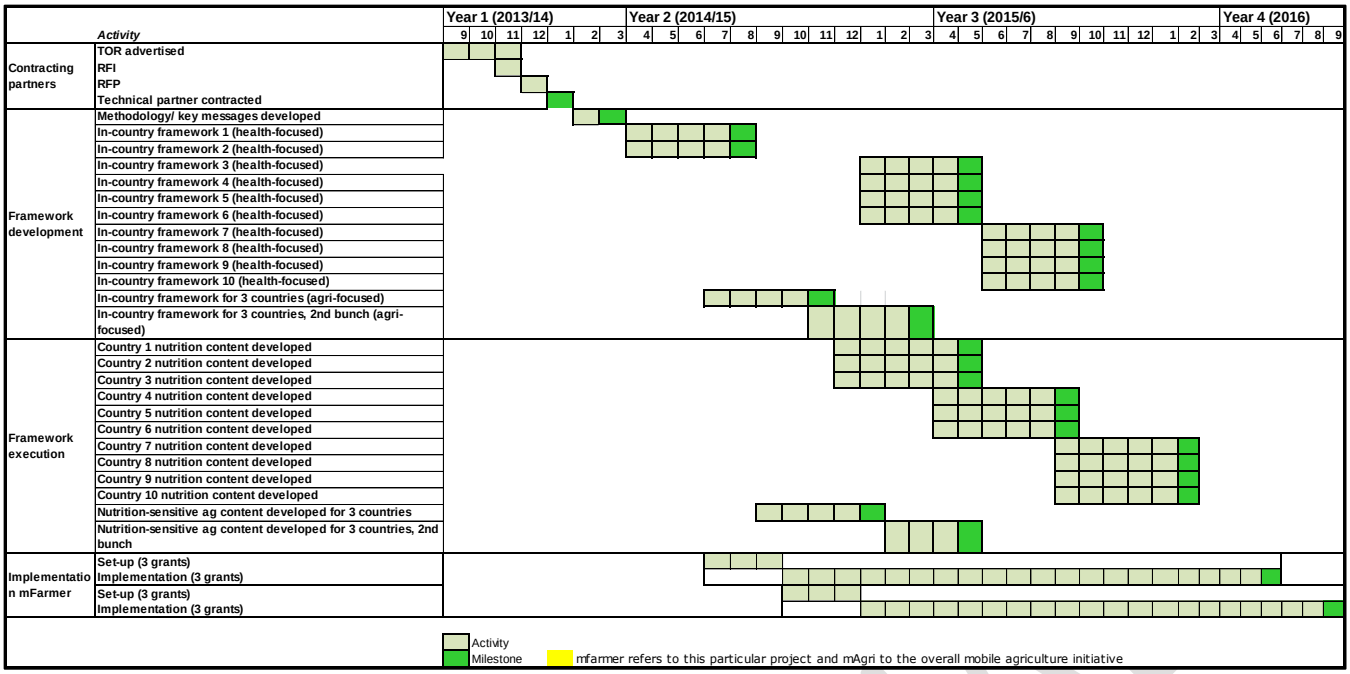
2.4.1. Provide your rates and policies concerning reimbursable expenses
2.4.2. Provide an organizational chart and typical project-staffing model (if not covered in a response to items above.)
2.4.3. If the organisation has multiple offices, describe which office(s) will staff this project
2.4.4. if this is a joint venture, describe affiliation structure

2.5. Submission format

2.5.1. All responses to this RFP should be in English.
2.5.2. All responses should be in word document file type
2.5.3. A response must be received by the Close Date indicated in the schedule in this document. Extensions to this date cannot be granted.
2.5.4. Responses must be submitted complete and in writing and should not exceed 50 pages of A4 size paper excluding appendixes.
2.5.5. All responses should be in soft copies. No hard copies will be accepted.
2.5.6. Responses must include a declaration statement (see declaration form in this RFP) that indicates that the respondent understands the requirements of the RFP and accepts the terms and conditions under which the RFP was issued
2.5.7. Any information of a confidential or proprietary nature contained in the response should be clearly marked 'PROPRIETARY' or 'CONFIDENTIAL' by item or at the top of each page. Reasonable precautions will be taken to safeguard any part of the response identified by as being confidential or proprietary
2.5.8. Responses must address all items outlined within the Request for Information Section of this document. Where Incomplete RFPs shall not be considered for evaluation.
2.5.9. All responses, once delivered, become the property of GSMA.

3. MILESTONES

3.1. Delivery milestones (subject to change)



4. BUDGET, FEES & CHARGES

Owner	Item	Description	
Global Content Partner (GCP)	**Global technical partner: mNutrition framework**	Content framework and sub-frameworks for health and agriculture and; framework adaptation and Technical Assistance for all project countries (10 for health and 6 for Agriculture)	495000
Local Content Implementer(s) to be managed by GCP on behalf of **GMSA**	**Launch of mNutrition content service (health and agriculture in all countries designated countries) (Local content**	Creation of nutrition content and messaging services by local content implementors based on in-country framework, 14 countries	2640000
	Total Budget		**3135000**

Note: detailed budget per each budget line to be developed and approved by GSMA.

5. IPR CONSIDERATIONS [IF APPLICABLE]

The GSMA believes in access to open data but it is assumed that content localised and tailored by and for the service providers specifically can be proprietary. A task for the global content partner will be to gain approval of the approach for open data access for mNutrition. IP for the content service belongs to the consortia of local country partners; however both GSMA and DFID will be granted a license to use the content. As far as possible, GSMA will make available the content through open access channels, to help maximize the development impact. DFID is granted a worldwide, non-exclusive irrevocable and royalty-free licence to use all the content developed. The term 'use' means, without limitation, the reproduction, publication and sub—licence of all the content and the intellectual property rights therein, including the reproduction and sale of the content and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

6. DATA SECURITY

6.1. We require that you hold and process all data/ information (personal or not) in line with the regulatory requirements in our main country locations and ensure that any data transfer is authorised and conducted in a secure manner.

6.2. Any information systems that hold information are required to be controlled in line with good information system security and operation measures and protected against information and service loss (Physical and logical).

7. BUSINESS CONTINUITY AND DISASTER MANAGEMENT

7.1. We require you to take reasonable measures to protect the operation of your business in the event of a business interruption event (both physical and logical); please attach a copy of your business continuity policy and disaster management plan to your RFP Response.

8. SERVICE LEVELS AGREEMENTS (SLA'S) AND KEY PERFORMANCE INDICATORS KPI)

8.1. Service level guidelines are detailed in the table below for the Global Content Partner. The GCP and GSMA will agree on Key Performance Indicators (KPIs) and this will form part of the formal contract for the GCP.

8.2. It is envisaged that the Service Level Agreement within the contract will be a working document used to provide a mechanism for formally monitoring and reviewing performance of the service.

8.3. SERVICE LEVEL GUIDELINES

SERVICE	BENCHMARK	Response Time	MEASUREMENT MEDIUM

RESPONSE	• **Response throughout the year with GSMA**
	  • Respond to GSMA's request within one (1) working day (9 A.M.-5 P.M.) of receipt of the request
	• **Response throughout the year with GSMA**
	  • Respond to all GSMA's correspondence with a personal reply and/or acknowledgement within one (1) working day of receipt of the request
	  • Provide answer or resolution to GSMA calls, emails and other communications within two (2) working days of receipt of the request
	• **Standard proposals**
	  • Provide proposal to GSMA within three (3) working days of receipt of the request
	• **Specific request for changes**
	  • Provide proposal to GSMA within seven (7) working days of receipt of the request for any request by GSMA for changes in key areas of the project.
	• **Invoice / payment**
	  • Issue invoices to GSMA within two (2) working days of delivery of agreed outputs and written confirmation from GSMA in the same.
	  • Payment of GSMA invoices within fifteen (15) working days of invoice receipt by Content Partner
		24 hours
		
		24 hours
		
		48 hours
		
		72 hours
		
		One work week (Regular week consists of only 5 working days i.e. Monday-Friday, therefore the next week Monday-Tuesday will be included)
		
		48 hours
			User

COMPLAINTS AND EMERGENCIES	• Respond to all GSMA correspondence with a personal reply and acknowledgement within one (1) working day of receipt of complaint • Written response to Clients / GSMA within two (2) working days of receipt of complaint	24 hours 48 hours	Review Meetings and Complaints log
REVIEW/ACTION MEETINGS	• Minimum of four (4) per year, with optional ad hoc meetings to address unusual issues that may arise • Achieve at least a seventy five percent (75%) satisfaction rating of "good" or better from GSMA and its associates including DFID. Survey to be conducted by GSMA, in its sole discretion, at agreed intervals.	4 per year minimum 75%+ satisfaction	Review meetings

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SCHEDULE 3 – RESPONDENT'S INFORMATION

(Duplicate schedule 3 as necessary if more than one company)

1. RESPONDENT'S INFORMATION

PLEASE PROVIDE RESPONSES TO ALL ISSUES IN THIS SECTION 1.

1.1 **General Respondent Details**

Company Name	
Company Registration Number (if any)	
CEO Name	
Address of Registered Office	
Street	
Town/County	
Country	
Post Code	
Telephone	
Web Site	

VAT registration No if applicable	
Financial Year-End	

1.2 **Primary Respondent Contact Details**

Name	
Job Title	
Street	
Town/County	
Country	
Post Code	
Telephone (Direct Dial/mobile)	
e-mail	

1.3 **Director Details**

Please list the names of your company's directors (use an extra sheet if necessary). If not a limited company, list members of the Management Board, Partners, Associates etc. that are responsible for the activities of the company.

Company's directors	
List members of the Management Board	
Partners	
Associates	
Other	

1.4 **Company Profile - Financial Data**

Please enclose copies of your audited company accounts (i.e. directors' report, auditors' report, balance sheet, profit and loss account, cost of sales accounts and full notes) for your most recent accounting year (or for your full period of trading if less

than twelve (12) months).

If you cannot provide the information requested above, please say why here and give the best alternative financial information you can, such as:

- A certified statement of turnover for the last year, signed by an independent auditor or bank manager; or

	2011	2012	2013*
Total Turnover			
Number of Full Time Employees			
Products/Services sold			
Services Provided			
Net Income			

** Forecast if final statement is currently unavailable*

1.5 Current Activities with GSMA*

Do you currently provide any products or services to GSMA?

❑ Yes❑ No

1.5.1 Current Activities with GSMA– Location

For the products and services you currently supply to GSMA, please indicate below your GSMA contact name, business group(s) supported and location(s) of services.

GSMA Contact Name	Business Group(s)	Location Services/Products Provided

1.5.2 Current activities with GSMA - description of products or service

Please provide details of the products or services you provide to GSMA and the locations (where applicable)

Location	Description of Product or Services Provided

1.5.3 Current Activities with GSMA - Revenues

Please provide your revenues for products and services supplied to GSMA by location (if applicable)

Location Service/Product Provided	Revenues Received from GSMA

** Includes activities with any GSMA affiliate.*

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2. INSURANCE

Please confirm the types and levels of insurance held.

Insurance Type	Cover Held
Public liability (third party) insurance	
Professional indemnity insurance (where applicable)	
Errors and Omissions insurance	
Workers compensation insurance	
Commercial liability insurance	
Commercial automobile liability insurance	
Other information	

Have any claims been made (or are any in progress) against your company's employer's liability insurance, public liability insurance, or professional indemnity insurance within the last three (3) years? If yes, please provide details.

GSMA Specific insurance requirements are:

- ❑ Commercial General Liability Insurance, including blanket contractual liability

  *With respect to the commercial general liability protection, if the amount exceeds £2,000,000, what the limits can be provided by primary and excess/umbrella coverage.

- ❑ Commercial Automobile Liability Insurance for owned, non-owned and hired vehicles

- ❑ Workers' Compensation Insurance as required by statute

- ❑ Employers' Liability Insurance.

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SCHEDULE 4. - "GENERAL PROVISIONS ("STCS")" AND DECLARATION

GENERAL PROVISIONS ("STCS")

1. Definitions

1.1 The definitions outlined elsewhere in this RFP apply equally to these STCs.

1.2 The "Agreement" shall mean this RFP, these STCs, and the relevant Statement of Work ("SoW").

1.3 "GSMA Data" means all electronic data or information held by GSMA, which is provided to the Respondent or accessed by the Respondent, in performing the Services or delivering the Deliverables.

1.4 "Intellectual Property Rights" means all patents (including utility models), design patents, and designs (whether or not capable of registration), chip topography rights and other like protection, copyright, trademark, trade name, all rights arising from the use of or existing in connection with domain names, rights in trade dress, rights in or relating to databases, and any other form of statutory protection of any kind in the UK and any other intellectual property rights (registered or unregistered) throughout the world including all rights of reversion and rights to any applications and pending registrations and the right to sue for and recover damages for past infringements.

2. Purpose

2.1 The purpose of the Deliverables and Services is as set forth in Schedule (2) of "Scope" of the RFP.

3. Obligations of the Respondent

3.1 The Respondent warrants that it will provide the Deliverables and Services in accordance the terms and conditions, including the deadlines set forth in the RFP. The Respondent will abide by all GSMA guidelines, including, without limitation, safety policies, as provided by GSMA to Respondent from time to time.

3.2 The Respondent will keep GSMA reasonably informed of all relevant activities within its organisation and inform GSMA of forthcoming or existing circumstances (i) within such organisation, (ii) in applicable legislation, and (iii) prevailing market conditions, that might have an influence on the provision of the Services.

3.3 The Respondent will ensure that competent staff, who have been fully trained in respect of the Deliverables and Services, are retained by it to perform the Services and deliver the Deliverables.

3.4 The Respondent will submit to GSMA the reports related to the progress of the Services as instructed by GSMA.

4. Ownership and Licences

4.1 Any material made available by the GSMA or any third party on behalf of the GSMA under a Service Agreement may carry the GSMA's trademark and proprietary marks and/or such other logo or proprietary marks ("Marks"). The Respondent will act in good faith at all times and will not do (or omit to do) anything to bring, or threaten to bring into disrepute, GSMA, the GSMA Association, its' affiliates or subsidiaries or the Marks. The Respondent shall not infringe upon, harm or contest the validity of the Marks. The Respondent agrees that it will not use any of the Marks unless expressly permitted to do so in writing by GSMA.

4.2 GSMA acknowledges that in providing the Services, and delivering the Deliverables, the Respondent will utilise documents, software, technology, hardware, products, processes algorithms, user interfaces, know how, trade secrets, techniques, designs, inventions, and other tangible or intangible, technical material or information owned or licensed by the Respondent (collectively, "Respondent Technology"). Except as expressly set forth herein, no right in or to the Respondent Technology is granted to GSMA and all such licenses and rights are hereby expressly reserved.

4.3 The Respondent grants to GSMA a worldwide, royalty free, non-exclusive, irrevocable, licence to access and use the Respondent Technology for the Term of this Agreement.

4.4 The Respondent acknowledges that in providing the Services and delivering the Deliverables, Respondent may require access to platforms, systems, software, technology, hardware, products, processes algorithms, user interfaces, know how, trade secrets, techniques, designs, inventions, and other tangible or intangible, technical material which is owned or licenced by GSMA ("GSMA Technology"). Except as expressly set forth herein, no right in or to the GSMA Technology is granted to the Respondent and all such licenses and rights are hereby expressly reserved.

4.5 GSMA grants to the Respondent a non-exclusive, non-transferable, revocable licence to use the GSMA Technology solely and exclusively for the purposes of providing the Services and delivering the Deliverables, and strictly in accordance with the terms of this Service Agreement.

4.6 The Respondent is not entitled to disclose, copy, reproduce, modify, reverse engineer, disassemble, decompile, otherwise attempt to derive source codes from the object code of (as defined below) or damage any GSMA Technology or make GSMA Technology available to any third party except with the express written consent of GSMA.

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5. Term of the Agreement

5.1 The term of this Agreement will commence on the date specified in an acceptance letter indicating the award of tender, which shall be issued by GSMA following conclusion of this RFP (the 14th of February 2014). The term of the Agreement will be for a period of twelve **(36) months** (the "Term").

5.2 GSMA may terminate this Agreement for convenience at any time by giving at least 90 days' prior written notice to the Respondent specifying the effective date of termination.

5.3 Either Party may terminate this Agreement for cause (i) upon fourteen (14) days written notice of a material breach, if such breach remains uncured after the expiration of such period; or (ii) immediately by written notice to the other if the other Party becomes subject to bankruptcy, composition, insolvency, administration, administrative receivership or suffers an event analogous to the foregoing.

5.4 On termination of this Agreement, the Respondent will give all reasonable assistance to any replacement provider of the Service, as and when required in a timely fashion and at no extra cost to GSMA.

5.5 Termination of this Agreement shall not affect the accrued rights of either Party up to the date of termination.

5.6 Any terms or conditions that by their nature or otherwise reasonably should survive termination or expiration of this Agreement will be deemed to survive the expiration or termination of this Service Agreement. As soon as practicable following the effective date of expiration or termination of this Agreement, but in no event later than thirty (30) days following such termination or expiration, Respondent will provide to GSMA all GSMA Data in its' systems or otherwise in its' possession or under its' control, and shall thereafter delete all GSMA Data in it systems or otherwise in its possession or under its control.

6. Payment

6.1 Unless otherwise stated, prices indicated in the RFP Response for Services and the Deliverables will be all inclusive and no additional payments shall be made by GSMA for Services and/or Deliverables.

6.2 GSMA will pay any undisputed invoices within 60 days of the date of actual receipt.

6.3 Each Party will use commercially reasonable efforts to resolve any dispute with respect to an invoice within thirty (30) days after the date on which either Party notifies the other in writing of such dispute.

7. Warranties, Indemnities and Limitations of Liability

7.1 **The Respondent represents and warrants that:**

(a) it will deliver the Deliverables and perform the Services: (i) in a professional, workmanlike manner, with the degree of skill and care that is required by prevailing, good and sound professional procedures and standards relevant to the Deliverables delivered and Services being performed; and (ii) in accordance with the service levels set forth in this RFP;

(b) it will deliver the Deliverables and perform the Services in compliance with all applicable laws, including without limitation applicable anti-corruption statutes, the US Foreign Corrupt Practices Act and the UK Bribery Act. GSMA shall have the right to immediately terminate this Agreement should the Respondent, or its sub-contractors, make any payment or provide anything of value to any person in violation of the US Foreign Corrupt Practices Act, UK Bribery Act, or other applicable anti-corruption statutes or any other applicable anti-corruption law. To the extent permitted by law, the Respondent shall indemnify and hold GSMA harmless, and hereby forever release and discharge GSMA from and against all losses, liabilities, damages and expenses (including reasonable attorneys' fees and costs) resulting from the Respondent's breach of this provision. Should a violation or suspected violation of the Respondent's obligations under this provision, or the section in this Agreement entitled "Service Standard", occur, the Respondent shall report the violation or suspected violation to GSMA as soon as it becomes aware of it. The Respondent shall also grant, upon request, reasonable access to its books and records relating to the Services necessary for GSMA to ascertain compliance with the US Foreign Corrupt Practices Act, UK Bribery Act, or other applicable anti-corruption statutes or other applicable anti-corruption laws.

(c) the Deliverables will function in accordance with the specifications set forth in this RFP;

(d) the performance of this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which the Respondent is bound;

(e) the Services and the Deliverables: (i) shall be the original work of the Respondent, shall contain no confidential information of a third party that the Respondent is not allowed to disclose, are validly licensed from third parties for the purposes contemplated herein or are in the public domain; (ii) shall be delivered free and clear of all liens, security interests, charges or encumbrances by third parties; and (iii) shall not infringe, and any dealings of any kind whatsoever therewith do not infringe, the intellectual property or proprietary rights of any third party; and

(f) it has the necessary skill and expertise to carry out the Services and deliver the Deliverables.

7.2 In addition to the indemnification provisions set forth elsewhere in this Agreement, the Respondent hereby agrees to indemnify, defend and hold harmless GSMA and its subsidiaries, affiliates, related entities, partners, members, agents,

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officers, directors, employees, attorneys, heirs, successors, assigns, the clients and each of them, from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, including but not limited to claims brought by third parties which may arise by reason of:

(a) Any:

(i) act or omission by the Respondent or any of its officers, directors, employees, sub-contractors or agents;

(ii) use of the Respondent's name, logo, web site, or other information, materials, products, or services provided by the Respondent (including, without being limited to the Respondent material); and/or

(iii) inaccuracy or breach of any of the covenants, representations and warranties made by the Respondent in this Service Agreement;

(iv) a breach by the Respondent of its' obligations under applicable data protection laws; or

(v) claim that the Services or the Deliverables or use of the same as contemplated herein, infringes the intellectual property rights of a third party;

(vi) breach of any provisions in any NDA between the Respondent and GSMA, or of this Agreement

This indemnity shall require the payment of costs and expenses by the Respondent as they occur.

7.3 Nothing in this Agreement excludes either Party's liability for death or personal injury resulting from negligence, fraud or wilful misconduct.

7.4 Save in the case of applicability of Clauses 7.2 and 7.3, breaches of confidentiality or data protection provisions and except as precluded by applicable law, the Respondent's aggregate liability for claims made in connection with this Agreement shall not exceed the greater of:

(a) the Respondent valid insurance cover: or

(b) 150% of the total aggregate of all fees payable during the Term of this Service Agreement;

7.5 Save in the case of breaches of confidentiality and except as precluded by applicable law, GSMA's aggregate liability for claims made in connection with this Agreement shall not exceed the fees paid by GSMA pursuant to this Agreement in the year in which the cause of action occurred.

7.6 Save in the case of applicability of Clauses 7.2, and 7.3, neither Party shall be liable (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any (i) loss of profits; (ii) loss of sales; (iii) loss of turnover; (iv) loss of or damage to business; (iv) loss of or damage to reputation; (v) loss of contracts; (vi) loss of, or loss of use of, any software or data; (vii) wasted management or other staff time; (viii) losses or liabilities under or in relation to any other contract; or (ix) any indirect, punitive (including, without limitation, wilful infringement), special or consequential loss or damage.

8. Non-Solicitation

8.1 The Respondent shall not, directly or indirectly, hire, or solicit for employment, any GSMA personnel, (whether employees or sub-contractors), during the term of this Agreement and twelve (12) months after the termination or expiration of this Agreement.

9. Confidentiality

9.1 Each Party will keep confidential any confidential information disclosed to it by the other ("Information"). This includes information such as GSMA Data, which is marked confidential or which, from its nature, content or the circumstances in which it is provided, might reasonably be supposed to be confidential. Neither Party will disclose any such Information to anyone else except to:

(i) anyone who this Agreement says the Information may be disclosed to;

(ii) those of their employees who need the Information in order to enable the Party concerned to carry out any of its obligations under this Agreement or to exercise any of its rights under this Agreement;

(iii) their auditors or lawyers; and

(iv) any temporary staff, contractors or consultants working for the relevant Party, provided that disclosure of the Information is necessary in order to enable the person to whom it is disclosed to carry out the work concerned.

9.2 Each Party will be responsible for ensuring that any person to whom Information is disclosed by them complies with any conditions of confidentiality applying to the Information concerned under a Service Agreement.

9.3 The Respondent recognizes that GSMA is part of an organization of multiple legal entities in several jurisdictions and that it may be necessary for GSMA to provide Information to its Affiliates (as defined below). For this purpose, Company agrees (both as the disclosing party and as the receiving party hereunder) that:

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(i) GSMA may disclose Information to its Affiliates; and

(ii) disclosure by or to an Affiliate of GSMA shall be deemed to be a disclosure by or to GSMA, as applicable; and

GSMA shall be responsible for the observance and proper performance by all of its Affiliates of the terms and conditions of this Agreement; and

(iii) GSMA may disclose Information to its subcontractors but only to the extent that such sub-contractor has a need to know for the purpose of carrying out any obligations associated with this Agreement and provided that such subcontractor is contractually bound to comply with confidentiality obligations similar to those contained herein.

9.4 For the purpose of this Agreement "Affiliate" shall mean (i) the GSM Association; (ii) any company in which, and as long as at least fifty per cent (50%) of the outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, directly or indirectly owned by GSMA or the GSM Association; or (iii) any full member of the GSM Association in accordance with the statutes of the association and their subsidiaries.

9.5 The obligations of confidentiality in this Agreement do not apply to any Information:

(i) that is generally available to the public, unless this availability results from a breach of this Agreement;

(ii) that the Party receiving the Information already possesses or which it obtains or originates independently in circumstances in which that Party is free to disclose it to others;

(iii) that is required to be disclosed by any court or tribunal that is validly authorised to order its disclosure, but only to the extent of such ordered disclosure, and provided that the Party being compelled, (a) gives to the other Party reasonable written notice prior to disclosure so as to allow the other Party a reasonable opportunity to seek limiting measures, or (b) obtains a written assurance from such court or tribunal that it will afford the Information being disclosed, the highest level of protection affordable under applicable law;

(iv) disclosed by GSMA to a third party in connection with the assignment of a right to receive payment arising under this Agreement, subject to such third party agreeing to enter into corresponding confidentiality obligations.

9.6 A Party receiving Information under this Agreement will in no event, use a lower degree of care in safeguarding such Information, than it uses for its own Information of like sensitivity and importance. Upon discovery of any unauthorised disclosure of Information in its possession a Party in receipt of Information will use its best endeavours to prevent any further disclosure or unauthorised use.

9.7 GSMA shall have the right to issue press releases or other public announcement in relation to this Agreement.

9.8 The Respondent will not issue press releases or make public announcements related to this Agreement or the about the fact that a Service Agreement exists, the Services or Deliverables hereunder, whether written or oral, without GSMA's prior written consent.

9.9 The Respondent shall: (i) in addition to its confidentiality obligations under this Clause 9, not use, edit or disclose to any party, other than GSMA, the GSMA Data or; (ii) to the extent the GSMA Data comprises "personal data" within the meaning of applicable data protection laws and regulations, including the UK Data Protection Act 1998 (as amended), and in respect of which it is hereby acknowledged that the Respondent is acting as data processor only, the Respondent shall: (a) process the GSMA Data only in accordance with this Agreement, GSMA's instructions and applicable data protection laws and regulations, (b) take appropriate technical, organizational and security measures against unauthorized access to or unauthorized alteration, disclosure, destruction or loss of GSMA Data, and (c) take reasonable steps to ensure that employees and/or contractors retained by the Respondent to provide the Services and deliver the Deliverables are aware of and are suitably trained in such technical, organizational and security measures to maintain the security and integrity of the Services and the Deliverables and the GSMA Data. The Respondent shall maintain accurate records of its compliance with this Clause and shall not keep personal data longer than is necessary to provide the Services.

10. Compliance

10.1 The Respondent agrees to comply with and conduct its' business in full compliance with any applicable laws, including, but not limited to, the provisions of any applicable unfair competition and/or unfair trade practice law, UK and US data privacy and anti-corruption laws and export control regulations.

11. Notice

11.1 All notices given in connection with this Agreement shall be in writing and shall be deemed effective as follows:

(i) On the actual date of delivery when delivered personally to the Respondent's address as appears within this RFP;

(ii) On receipt of an automatically generated delivery notification when sent by fax to fax number of the Respondent as provided herein, provided that a duplicate copy of the notice is promptly sent by certified mail to the Respondent's address as appears within this RFP.

12. Insurance

12.1 The Respondent shall take out and maintain adequate insurance coverage for the Term of this Agreement, and such insurance shall include, but shall not be limited to coverage for professional indemnity, employer's liability, products and services liability, death of or injury to any person and loss/damage to property. The details of a Respondent's insurance

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coverage shall be included in the RFP Response.

12.2 The Respondent shall upon request, submit to GSMA, accurate details of its insurance cover, together with documentary evidence that such insurance remains properly maintained. The Respondent shall not do or permit anything to be done which would make such insurance cover void or voidable.

13. Force Majeure

13.1 Neither Party will be liable (other than in respect of any payment obligations) for any failure to perform its obligations under this Agreement where the failure arises as a result of an event beyond the reasonable control of the Party concerned (a "Force Majeure Event"). Such causes may include, but are not limited to, acts of the government in either its sovereign or contractual capacity, fires, floods, disease, epidemics, natural disasters, quarantine restrictions, strikes, lock-outs, industrial disputes, riots or civil commotion, acts of terror or specific threats of terrorist activity, transportation or energy shortages, freight embargoes, power failures, unforeseen shortages of components and production constraints or failure of the postal system.

Each Party will inform the other of the occurrence of a Force Majeure Event within a reasonable period of time following its occurrence. In such circumstances, time for performance may be extended for the period of the delay, provided that either Party may cancel in writing the undelivered portion of the Services or the Deliverables if the delay is such that late performance would not be acceptable.

14. Assignment

14.1 GSMA may assign this Agreement or any part of it. GSMA reserves the right to sub-contract the performance of any of its obligations under this Agreement, provided that GSMA will remain liable for the performance of its' sub-contractors.

14.2 The Respondent may not assign performance of the Service Agreement or any part thereof without the express prior written consent of the GSMA.

15. Independent Contractors

15.1 No agency, employment, or partnership, is hereby created between the Parties. Neither Party shall make any representation that would create apparent agency, employment, or partnership. Neither Party shall have authority to act for the other in any manner to create obligations or debts that would be binding upon the other. Neither Party shall be responsible for any obligations or expenses of the other except as expressly authorized in writing. Neither Party shall be responsible for any error or omission of the other Party.

16. Waiver of Rights

16.1 The failure of a Party at any time to require performance by the other Party of any provision hereof, shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by a party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

16.2 The waiver of any right in this Agreement shall be valid, only if in writing and signed by the Party against whom enforcement is sought.

17. Severability

17.1 If any provision of a Service Agreement is held for any reason to be ineffective or unenforceable, this will not affect the validity or enforceability of any other provision of this Agreement or this Agreement as a whole.

18. Construction

18.1 Headings used in this Agreement are for the purpose of convenience only and will not affect the legal interpretation hereof.

19. Counterparts

19.1 This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

20. Third Parties

20.1 Except where expressly stated otherwise, a person or entity who is not a Party to this Agreement will have no right to enforce any of its terms.

21. Governing law

21.1 This Service Agreement will be governed by and construed in accordance with the laws of the State of Georgia and subject to the exclusive jurisdiction of the federal and state courts in Georgia.

21.2 Unless this Agreement is validly repudiated or terminated, the Respondent shall, notwithstanding that any dispute is pending, carry out its obligations in accordance with the terms hereof.

22. Entire Agreement and Modifications

22.1 The RFP issued by GSMA (including this Agreement), the details submitted by the Respondent in response to the RFP, the letter of Acceptance issued by GSMA, and the SoW issued pursuant to this RFP, together, constitute the complete and exclusive statement of the agreement between the Parties, and supersede all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter hereof.

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22.2 This Agreement may be modified only by a written amendment that expressly refers to this Agreement and is executed by duly authorized officers or representatives of the parties hereto.

DECLARATION

Each RFP Response must be accompanied by the following declaration without any amendments, deletions or additions, duly executed by an authorised executive of the Respondent:

"DECLARATION"

On behalf of the Respondent:

- I certify that the information supplied to GSMA in the RFP Response is accurate.
- I declare that the RFP Response is submitted in good faith, without collusion or fraud.
- I understand that by signing this document the Respondent is bound by the General Provisions ("STC's") set forth below.

The signatory represents and warrants that he or she has the authority to sign this document and bind the Respondent.

Respondent Company Name:

Address:

Tel No:

Name of Executive: Title:

Signature: Date:

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Note: *Complete only if your company is registered and based in the United Kingdom*

Annex1 to Schedule 3

"TUPE"

1. **Potential application of TUPE**

The GSMA and the Respondent understand that TUPE may apply when the Agreement terminates.

2. **Information regarding Transferring Employees**

2.1 If requested by the GSMA (for itself or for a Replacement Provider), the Respondent will give to the GSMA full information in writing relating to Transferring Employees as follows:

(a) the name, length of service, and job title of each Transferring Employee;

(b) the remuneration and terms of employment (including any staff handbook or similar) of each Transferring Employee;

(c) any claims or liabilities of which the Respondent is aware that are likely to transfer to the GSMA or a Replacement Provider under TUPE on the Exit Date;

(d) such further information as the GSMA or a Replacement Provider may reasonably request in relation to any Transferring Employee.

2.2 If there is a material change to the information referred to in paragraph 2.1, the Respondent will provide the new or revised information to the GSMA (for itself or for a Replacement Provider) within seven days of the change.

3. **Protection of the GSMA and Replacement Provider**

3.1 The Respondent will indemnify the GSMA and the Replacement Provider against all Losses which the GSMA or a Replacement Provider may incur on account of or arising from:

(a) any claim by a Transferring Employee in respect of any fact or matter to the extent that such claim concerns or arises from employment on or before the Exit Date;

(b) any claim by any person (other than a Transferring Employee) including any former or existing employee of the Respondent in respect of which the GSMA or the Replacement Provider incurs or is alleged to incur responsibility or liability as a result of the operation of TUPE; and

(c) any claim arising from the failure by the Respondent to comply with legal obligations relating to provision of information and consultation under TUPE.

4. **Definitions and interpretation**

4.1 In this Schedule:

"**Exit Date**" means the date on which a Service Agreement terminates;

"**Losses**" means losses, damages, liabilities (including any liability to taxation), claims, costs and expenses including fines, penalties, legal and other professional fees and expenses;

"**Replacement Provider**" means a person who provides the GSMA with services similar to the services provided under this RFP (or some of them) following termination of the contract with the Respondent(and, if the context admits, includes any person who is seeking or offering to provide such services);

"**Transferring Employee**" means a person who transfers (or, if the context admits, would transfer) to the GSMA or a

Replacement Provider on termination of a Service Agreement;

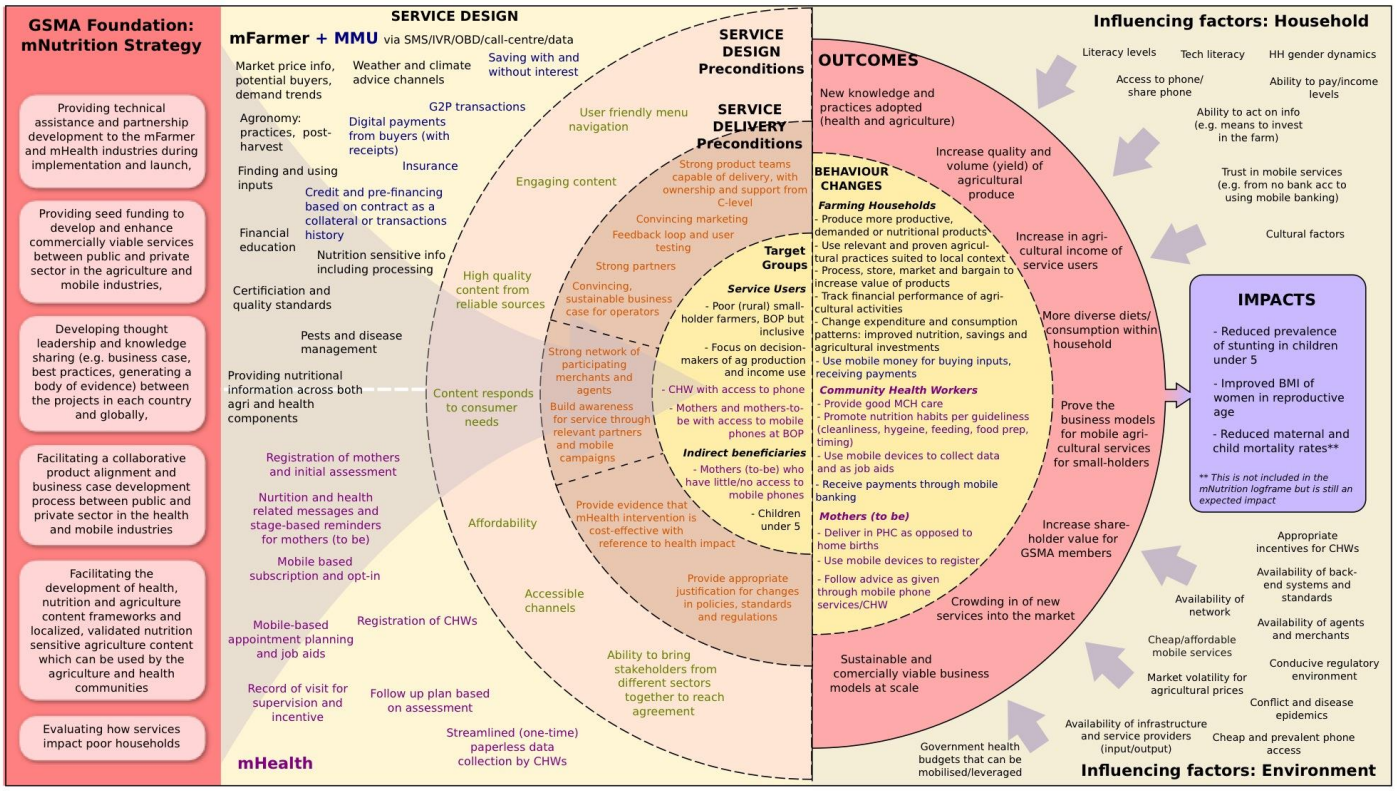
"**TUPE**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

4.2 A Replacement Provider and Affiliate may enjoy the benefit and enforce the terms of this Schedule in accordance with the Contracts (Rights of Third Parties) Act 1999. Notwithstanding this, the Respondent and the GSMA do not require the consent of any Replacement Provider to rescind or vary a Service Agreement at any time, even if that variation or rescission affects the benefits conferred on such Replacement Provider.

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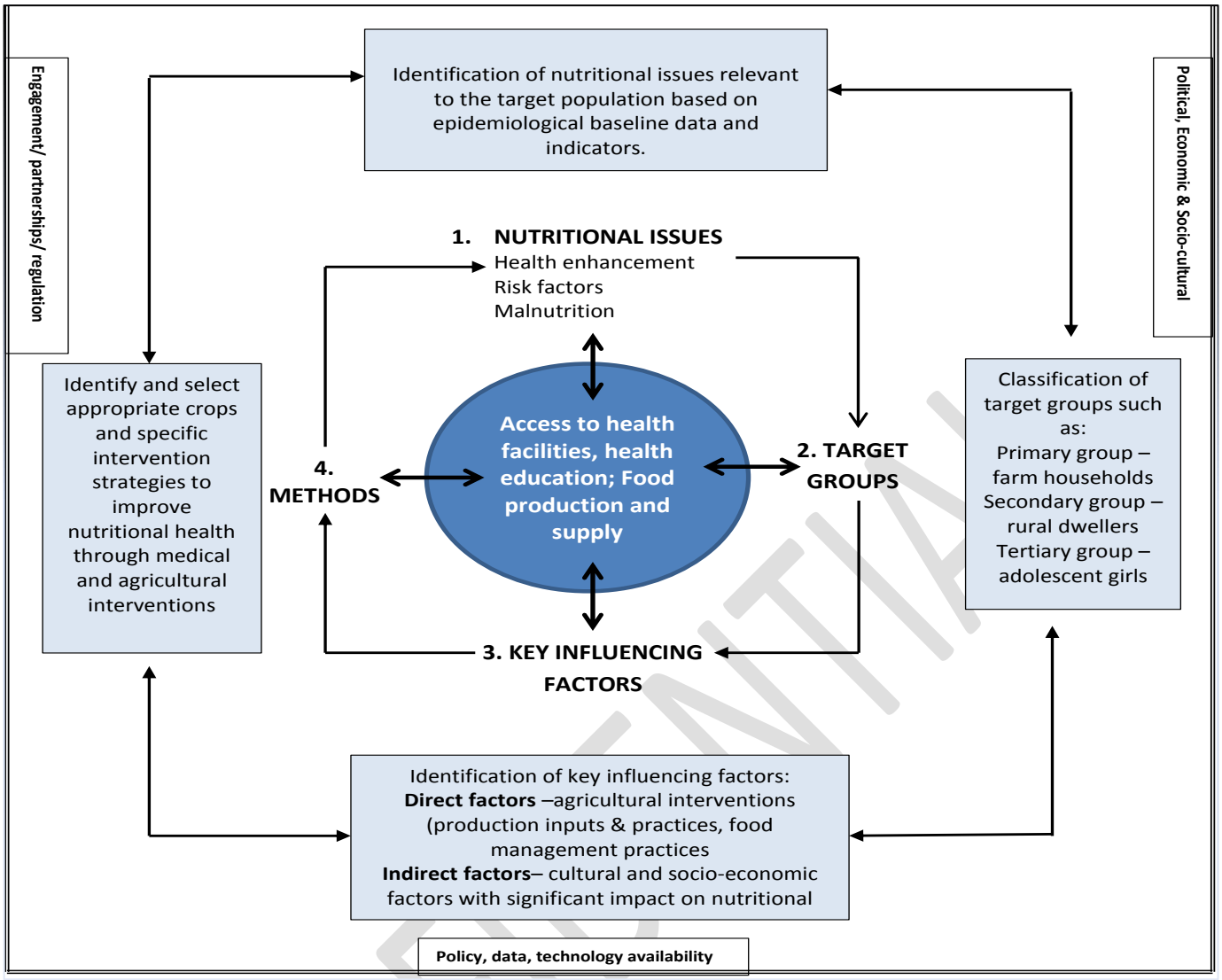
8. APPENDICES

Appendix 1: Theory of Change[3]



[3] Longer version of the Theory of Change can be made available on request.

Appendix 2: Sample Framework



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