

## AGREEMENT FOR Global Travel Services

### 1. Parties

- 1.1. This Agreement is entered into between **Tearfund** (hereinafter referred to as Tearfund), registered at [INSERT ADDRESS] and [INSERT NAME OF SUPPLIER], (hereinafter referred to as the Supplier), registered at [INSERT ADDRESS].

### 2. Scope of Agreement

- 2.1. Tearfund has selected the Supplier to carry out [INSERT BRIEF DESCRIPTION OF WORK HERE] and the Supplier is willing and able to provide the Goods/Services/Works [DELETE THE 2 THAT DON'T APPLY] in accordance with the terms and conditions of this Agreement. The full Specification can be found later in this Agreement.
- 2.2. [OPTIONAL CLAUSE - DELETE IF NOT APPLICABLE] The maximum value that can be spent under this Agreement is [INSERT VALUE].

### 3. Duration of Agreement

- 3.1. This Agreement shall commence on the date the Tearfund representative has signed this Agreement or [ENTER YOUR CHOSEN DATE HERE - DELETE OPTION WHICH DOES NOT APPLY] and continue for a period of [ENTER LENGTH OF AGREEMENT HERE].
- 3.2. [OPTIONAL CLAUSE - DELETE IF N/A] Tearfund may extend this Agreement by a further period of up to [ENTER EXTENSION PERIOD HERE] by giving written notice to the Supplier of its wish to extend this Agreement.

### 4. Entire Agreement

- 4.1. This Agreement document, duly authorized by the Supplier and by Tearfund, constitutes the entire Agreement between Tearfund and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties made prior to the commencement of this Agreement.
- 4.2. This agreement adheres to Tearfund's principles as well as a number of other donors' principles including but not limited to OFDA/USAID (the Office of U.S. Foreign Disaster Assistance) and ECHO (European Civil Protection and Humanitarian Aid Operations).

### 5. Provision of the Service

- 5.1. The Supplier shall undertake all work in accordance with all terms and conditions laid out in this Agreement.
- 5.2. [OPTIONAL - DELETE THIS CLAUSE IF YOU MUST PROCURE EVERYTHING THROUGH SUPPLIER ONCE AGREEMENT SIGNED - FOR EXAMPLE, CONSTRUCTION CONTRACT] Neither party is obligated to conduct any activity unless and until a Purchase Order is issued by Tearfund to, and accepted by the Supplier, confirmed by signing by both parties.
- 5.3. Any changes to this Agreement must be agreed in writing between Tearfund and the Supplier prior to the amendment being made to the Agreement.
- 5.4. The Supplier shall ensure that it is operating within the national legislation and has the proper legal status from the relevant authorities to undertake the project in the country of registration of the Supplier and in the country where the Agreement activities are to take place.

- 5.5. The Supplier shall undertake the work in this Agreement with due care and diligence in accordance with the mutually agreed upon budget and timeframe.
- 5.6. Tearfund will oversee the work undertaken by the Supplier including having regular communication with the Supplier to ensure the smooth operation of this Agreement.

## 6. Specification

- 6.1. See Invitation to Bid for Specification. This section will be completed when a supplier/suppliers have been selected based on the bid provided.

## 7. Prices & Payment

- 7.1. [DELETE ONE OF THESE 2 OPTIONS] The pricing is set out in the table below [OR] The pricing can be found in Schedule X of this Agreement. [JUST INSERT PRICING IN SCHEDULE X IF IT IS EASIER THAN PUTTING IN A TABLE BELOW]
- 7.2. [DELETE ONE OF THESE OPTIONS] The prices are inclusive of any VAT and any other equivalent taxes [OR] The prices are exclusive of VAT.

No	Item	Unit	QTY	Unit price (GBP)	Total price (GBP)
1		m			
2		m			
3		m			
4		m			
Grand total price (GBP)					

- 7.3. Payment will only be made by Tearfund for work undertaken by the Supplier that is of a satisfactory standard, as defined by this Agreement. Tearfund will monitor activities undertaken by the Supplier and reserves the right to inspect and approve the Supplier's activities.
- 7.4. Payment will be made within 30 days after Tearfund is in receipt of a valid invoice, along with a signed Goods Received Note / Service Completion Note. [DELETE OPTION THAT IS N/A]
- 7.5. Payment will be made via electronic bank transfer or by cheque to the Supplier's account.
- 7.6. In the event that any activity has not been completed or Tearfund considers that any activity has not been done to a satisfactory level, the reasons for this claim will be detailed in writing and sent to the Supplier, who must immediately make all necessary remedies and improvement without delay. If the Supplier is unable to make such remedy and improvement as demanded by Tearfund, or is unable to complete the scope of this agreement, a partial settlement will be made by Tearfund to the Supplier in lieu of work carried out to date.
- 7.7. [OPTIONAL - DELETE IF NOT USING THIS CLAUSE]: Late deliveries beyond the agreed duration period as specified in the Purchase Order will result in a X% reduction in payment for each week (7-day period) past the due date for delivery, unless prior notification is provided in writing by the

Supplier that there is delivery / supply issue from the manufacturer that affects its stock levels. Faulty supplies or goods will be returned at the Supplier's own expense. Goods damaged in transit will be replaced at the Supplier's own expense.

## **8. Assumption of Risk**

- 8.1. The Supplier understands that this Agreement may involve difficulties, hazards and dangers, and at the same time accepts the associated risks.

## **9. Insurance & Liability**

- 9.1. The Supplier shall have liability for and shall indemnify Tearfund for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Supplier or any subcontractor engaged by the Supplier, of the terms of this agreement, including any negligent or reckless act, omission or default in the undertaking of all work for this Agreement and shall maintain in force during the period of this Agreement adequate insurance cover with reputable insurers acceptable to Tearfund. The Supplier shall ensure in addition if so required by Tearfund that the level of cover and other terms of insurance are acceptable to and agreed by Tearfund.
- 9.2. The Supplier shall indemnify Tearfund for claims made by any third party in connection with the work carried out under this Agreement.

## **10. Code of Conduct**

- 10.1. The Supplier shall conduct himself with due diligence and uphold the good name of Tearfund with the communities, elders and authorities and shall, at all times while working under this Agreement, avoid actions that might bring the name of the organization in disrepute.
- 10.2. The Supplier shall not use Tearfund's name, branding or logo other than in accordance with Tearfund's written instruction or authorisation.
- 10.3. The Supplier shall observe, follow and respect the management structure of Tearfund.
- 10.4. The Supplier shall behave in a manner consistent with Tearfund's ethos and comply with the following Tearfund's policies as updated from time to time:
- Safeguarding
  - Fraud, Loss and Bribery policy
  - Whistleblowing policy
  - Data protection policy

The Supplier should have been provided with the Tearfund policies that must be followed prior to signing this contract.

- 10.5. The below activities are prohibited by the Supplier and any of its agents during the fulfilment and activities associated with this Agreement:
- 10.5.1. Trafficking of persons (as defined in the Protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women and Children, supplementing the UN convention against Transnational Organized Crime) during the period of this Agreement.
  - 10.5.2. Use of forced labour in the performance of this Agreement.
  - 10.5.3. Acts that directly support or advance trafficking in persons, including the following acts:
    - i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
    - ii. Failing to provide appropriate means and cost for an employee to return to

the country in which they were recruited, which this has been agreed as part of the employee's original contract.

iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretences, representations, or promises regarding that employment;

iv. Charging employee's recruitment fees; or

v. Providing or arranging housing that fails to meet the host country housing and safety standards.

10.5.4. Engaging in drug trafficking or committing narcotics offences.

10.6. The Supplier must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism. In addition, the Supplier must verify that no support or resources are provided to individuals or entities that appear on relevant terrorism lists.

10.7. The Supplier must be prepared to provide Tearfund with company and key personnel information on request to enable Tearfund to conduct anti-terrorism checks. Information such as any different trading names of the company as well as names, dates of birth and passport/identification numbers of key personnel may be required.

## **11. Governing Law & Language**

11.1. The laws of the United Kingdom shall govern this Agreement and any part thereof.

11.2. For the purpose of this Agreement English shall be considered the applicable language. Assistance for translation to the language of the country in which this Agreement will operate, can be provided to the Supplier upon request. The English version of this contract will be understood as the official and binding version.

11.3. In interpreting this Agreement, words importing persons or parties shall include firms or companies; singular also means plural; male also means female or non-gender and vice versa. Headings shall not be deemed part thereof or be taken into consideration in the interpretation of the Agreement. Words have their normal meaning under the language of the Agreement unless specifically defined.

## **12. Notices**

12.1. All notices under this Agreement will be given in writing and will be deemed to have been properly delivered when given by either personal delivery, registered mail or email to the designated representative as set out below: **[ENTER CONTACT DETAILS BELOW]**

**The address of Tearfund:**

**Contact person:**

**Telephone:**

**E-mail:**

**The address of the Supplier:**

**Contact person:**

**Telephone:**

**E-mail:**

## **13. Termination**

13.1. This Agreement may be terminated by either party with thirty (30) days' prior written notice.

13.2. This Agreement is automatically terminated at the end of the agreement period stated in Section 3.

13.3. Tearfund can terminate this Agreement with the Supplier in writing with immediate effect in any of the following cases at its sole discretion:

- The Supplier assigns the contract or sub-contracts without the written authorisation of Tearfund;
- The Supplier fails to comply within a reasonable time with a notice given by the Tearfund requiring it to perform its obligations under the contract which seriously affects the proper and timely performance of the work;
- Tearfund discovers that the Supplier has infringed its duty to the non-exploitation of child labour and the respect of basic social rights and working conditions;
- Tearfund discovers that the Supplier is linked to fraud, bribery, anti-money laundering, and or counter-terrorism financing;
- the Supplier suspends its activities; or
- the Supplier encounters solvency problems.
- Tearfund suspends or cancel its activities in the country for any reason.
- Tearfund suspends or cancel the project for any reason

13.4. Upon Termination in accordance with above, Tearfund shall only be liable to pay for works completed on the date of Termination. Termination of the contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

13.5. Upon termination, the following clauses shall remain in full force and effect: 9, 10 and 11

#### **14. Force Majeure**

14.1. Force majeure is defined for the purposes of this Agreement as any unforeseeable event or circumstances beyond their reasonable control that prevent one or both parties from fulfilling their obligations under this Agreement.

14.2. Neither party will be liable for failure or delay to perform its obligations caused by a force majeure event, provided that they endeavour to resume their obligations as soon as possible.

14.3. If force majeure circumstances prevent the Supplier from carrying out its obligations in this Agreement for a continuous period of more than 14 days, Tearfund may immediately terminate this Agreement by giving written notice.

#### **15. Independent Supplier**

15.1. It is expressly agreed that the Supplier is an independent Supplier and not an employee, immediate family member of an employee, agent, joint venture or partner of Tearfund. All of the Supplier's activities will be at his or her own risk and liability, and the Supplier shall not be entitled to employee compensation or other insurance protection or benefits from Tearfund. The Supplier shall have no right or authority to assume or create any obligations of any kind or to make representations or warranties on behalf of Tearfund, whether express or implied, or to bind Tearfund in any respect whatsoever. Tearfund shall not pay any contribution to social insurance, unemployment insurance, federal or regional withholding taxes, nor provide any other contribution or benefits which might be expected in an employer-employee relationship. The Supplier agrees to report and pay any contributions for taxes, unemployment insurance, social insurance, and/or other benefits for the Supplier or the Supplier's employees or sub-suppliers.

#### **16. Counterparts**

16.1. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and properly delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

#### **17. Severability**

17.1. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such

invalidity, illegality, or unenforceability will not affect the validity or enforceability of any other provisions and conditions, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

**18. Officials not to benefit**

- 18.1. The Supplier warrants that no official of the purchaser or related persons have been or shall be admitted by the Supplier to any direct or indirect benefit arising from this Agreement or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of the Agreement.

**19. Amendment, waiver, assignment and pledge**

- 19.1. No amendment or other variation of this Agreement shall be valid unless it is in writing, is dated expressly, refers to this Agreement and is signed by a duly authorized representative of each party. The same applies to any waiver of a party's rights, powers or remedies, assignment, transfer or pledge, in whole or in part of any rights or obligations under this Agreement.

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The following signatures are representation of both parties understanding and commitment to the aforementioned roles and responsibilities. This Agreement shall commence on the date stipulated in Section 3 of this Agreement.

### **SIGNATURES OF PARTIES**

**On behalf of Tearfund**

Signature

Name:

Title:

Date:

**On behalf of the Supplier**

Signature:

Name:

Title:

Date:

### **SIGNATURES OF WITNESSES**

**On behalf of Tearfund**

Signature

Name:

Title:

Date:

**On behalf of the Supplier**

Signature:

Name:

Title:

Date:

## **Schedule 1**

### **IAPG Corporate & Social Responsibility**

Tearfund, as a member of the Inter-Agency Procurement Group (IAPG) strive to purchase goods and services in the supply chain that prioritise Corporate Social Responsibility elements: ethical, environmental and social.

#### **Suppliers' Code of Conduct for IAPG Agencies**

Suppliers and manufacturers to Non-Governmental Organisations (NGOs) should be aware of the Code of Conduct initiatives that the Inter-Agency Procurement Group (IAPG) supports. This information is to advise you, our suppliers of the Corporate Social Responsibility (CSR) element in our supplier relationships.

- Goods and services purchased are produced and developed under conditions that do not involve the abuse or exploitation of any persons
- Goods produced and delivered by organisations subscribe to no exploitation of children
- Goods produced and manufactured have the least impact on the environment

#### **Code of Conduct for Suppliers:**

Goods and services are produced and delivered under conditions where:

- Employment is freely chosen
- The rights of staff to freedom of association and collective bargaining are respected.
- Living wages are paid
- There is no exploitation of children
- Working conditions are safe and hygienic
- Working hours are not excessive
- No discrimination is practised
- Regular employment is provided
- No harsh or inhumane treatment of staff is allowed

#### **Environmental Standards:**

Suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas to be considered are:

- Waste Management
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

#### **Business Behaviour:**

IAPG members will seek alternative sources where the conduct of suppliers demonstrably violates anyone's basic human rights, and there is no willingness to address the situation within a reasonable timeframe.

IAPG members will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments which systematically violate the human rights of their citizens.

#### **Qualifications to the statement:**

Where speed of deployment is essential in saving lives, IAPG members will purchase necessary goods and services from the most appropriate available source.