

AGREEMENT FOR MOBILE SATELLITE SERVICES

1. Parties

- 1.1. This Agreement is entered into between **Tearfund** (hereinafter referred to as Tearfund), registered at 100 Church Road, Teddington, TW11 8QE, UK 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 Mobile Satellite Services with respect to the supply of hardware and air time services and the Supplier is willing and able to provide these goods and services in accordance with the terms and conditions of this Agreement. The full Specification can be found later in this Agreement.

3. Duration of Agreement

- 3.1. This Agreement shall commence on **XXX** and continue for a period of three (3) years.
- 3.2. Tearfund may extend this Agreement by a further period of up to one (1) year 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. The mechanism for the commencement of any work as part of this Agreement is through a Purchase Order. Neither party is obligated to conduct any activity unless and until a Purchase Order has been issued by Tearfund and accepted by the Supplier. Upon the signing of the Purchase Order by both parties, all of the obligations of both parties as specified in this Agreement come into effect.
- 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. To be inserted from the Invitation to Bid document

7. Prices & Payment

7.1. The pricing is set out in the table below [OR] The pricing can be found in Schedule X of this Agreement.

7.2. The prices are inclusive of any VAT and any other equivalent taxes [OR] The prices are exclusive of VAT.

No	Item	Unit	Unit price (USD)
1			
2			
3			
4			

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.

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. 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 themselves 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 policy areas of Tearfund as well as those referenced in Schedule 1:

10.5. Safeguarding

- 10.5.1. The Supplier must ensure that their behaviour promotes and allows all people, with particular emphasis on children and vulnerable adults/adults at risk, to live free from:
- Harm and Abuse, (Physical, sexual (including sexual harassment) and emotional (including the abuse of power / trust and coercion)
 - Exploitation - (physical & sexual)
 - Neglect
 - Discrimination
 - Human Trafficking

10.6. Fraud, Loss and Bribery

- 10.6.1. Tearfund considers that fraud is knowingly making an untrue or misleading representation with the intention of making a gain for oneself or another or causing a loss, or risk of loss, to another. Bribery is defined as giving, requesting or accepting a financial or other advantage to encourage or reward another person for improper behaviour. Bribery is a form of corruption which is defined as 'any abuse of a position of trust in order to gain an unfair advantage'.
- 10.6.2. The Supplier shall commit to conducting all aspects of its work fairly, openly and honestly and in accordance with the highest ethical and legal standards. This includes a commitment to implementing and enforcing effective systems to counter fraud, bribery and corruption.
- 10.6.3. The Supplier shall always try to minimise fraudulent and non-fraudulent losses that affect Tearfund.

10.7. Whistleblowing

- 10.7.1. If the Supplier discovers information which they believe shows serious malpractice, unacceptable practices or wrongdoing by Tearfund employees or anyone associated with work provided under this Agreement, with no fear of reprisal the Supplier has the right to report serious legitimate concerns of a whistleblowing nature to Tearfund anonymously. This should be done by using the following email address whistleblowing@tearfund.org which is monitored by the Whistleblowing Officer and the Legal Team at Tearfund.

10.8. Data Protection

- 10.8.1. The General Data Protection Regulation ("GDPR") came into force on 25 May 2018. The Supplier must comply with all relevant laws in respect of personal data and the protection of the rights and freedoms of individuals whose information Tearfund collects and processes.
- 10.8.2. In handling any personal data as part of their contract with Tearfund, the Supplier must respect the privacy of the personal data of individuals and ensure that data is collected fairly, securely and transparently. Personal data collected should be accurate, limited to what is necessary in relation to the purpose for which it is collected and kept securely.

10.9. Environment

- 10.9.1. Waste management - waste should be minimised and items recycled whenever this is practicable. Effective controls of waste in respect of ground, air, and water pollution should be adopted. In the case of hazardous materials, emergency response plans should be put in place.
- 10.9.2. Packaging & Paper - undue and unnecessary use of materials is avoided, and recycled materials used whenever appropriate.
- 10.9.3. Conservation - processes and activities are monitored and modified as necessary to ensure that conservation of scarce resources, including water, flora and fauna and productive land in certain situations.
- 10.9.4. Energy use - all production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximise efficient energy use and to minimise harmful emissions.

10.10. Ethical

The below activities are prohibited by the Supplier and any of its agents during the fulfilment and activities associated with this Agreement:

- 10.10.1. 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.
- 10.10.2. Use of forced labour in the performance of this Agreement.
- 10.10.3. 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.

10.10.4. Engaging in drug trafficking or committing narcotics offences.

10.10.5. 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.

10.10.6. 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 England and Wales 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:

The address of Tearfund:

Contact person:

Telephone:

Email:

The address of the Supplier:

Contact person:

Telephone:

Email:

13. Termination

13.1. This Agreement and individual call-off contracts from this Agreement may be terminated by either party for any reason with six (6) months' 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 and individual call-off contracts from this Agreement 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 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, money laundering or financing terrorism;
 - the Supplier suspends its activities; or
 - the Supplier encounters solvency problems.
- 13.4. Upon Termination in accordance with above, Tearfund shall only be liable to pay for goods and services supplied by 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 28 days, Tearfund may terminate this Agreement and individual call-off contracts from this Agreement in writing with immediate effect.

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	On behalf of the	Supplier

Signature _____	Signature: _____
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Name: _____	Name: _____
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Title: _____	Title: _____
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Date: _____	Date: _____
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SIGNATURES OF WITNESSES

On behalf of Tearfund

On behalf of the Supplier

Signature _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ 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 UseSustainability

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.