

ANNEX 1 Terms and Conditions

1. Purpose and scope

- 1.1 The purpose of these Terms and Conditions is to govern the contractual relations between the Customer and/or Framework Purchaser and the Supplier with regards to the Agreement and any Call-Off Contract (as applicable). The Terms and Conditions should be read in conjunction with the applicable Purchase Order.
- 1.2 For the avoidance of doubt, Call-Off Contracts may only be entered into between a Supplier and a Framework Purchaser during the term of the Agreement.

2. Interpretation

- 2.1 In the interpretation of these Terms and Conditions, unless the context otherwise requires:
 - (a) a reference to a “Party” or “Parties” shall, in the context of a provision relating to a Call-Off Contract, be interpreted to include the Supplier, the Framework Purchaser and the Customer;
 - (b) any obligation in these Terms and Conditions not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done; and
 - (c) defined terms in these Terms and Conditions have the meanings given to them in the Agreement or otherwise defined below.
- 2.2 In the Agreement and/or Call-Off Contract, the following words and expressions will have the following meanings unless the context otherwise requires:

“*Goods*” means the goods in respect of which instructions regarding collection, shipment, delivery and/or storage are specified in a Purchase Order.

“*Supplier Personnel*” means the Supplier’s employees, permitted agents, suppliers and sub-contractors.

3. Services

- 3.1 On request of the Customer and/or the Framework Purchaser the Supplier shall provide the following services:
 - (a) transport and logistics services, including (i) the arrangement of cargo movement of the Goods; (ii) chartering flights; (iii) the arrangement of export and import of the Goods (including, where specified in the Purchase Order, obtaining customs approval); (iv) the management of tax exemption for the Goods (and retention of associated documentation); (v) visual external Goods inspection; (vi) pre-alert for shipment, packing and cargo consolidation; and (vii) the storage of the Goods;

- (b) value added services, including contract management, project management, technology integration/interfaces, reverse logistics, light assembly or kitting, and access to the Supplier's online platform (where applicable) to enable the Customer and/or Framework Purchaser to order, manage and track the Services; and
 - (c) any additional services that the Parties have agreed in writing and/or as described in a Purchase Order.
- 3.2 The Framework Purchaser shall issue all necessary instructions in its Purchase Order to the Supplier in respect of the Services to be performed under each Call-Off Contract (including transportation, delivery, ancillary, and/or of logistical services, including goods shipping priority and any customs clearance requirements).
- 3.3 In respect of any freight services to be provided under a Call-Off Contract:
 - (a) The Purchase Order shall provide instructions regarding the pick-up or receipt of the Goods, the nominated destination and any additional requirements (including goods shipping priority, customs clearance requirements and routing requirements).
 - (b) The Services shall be supplied at the destination specified in the Purchase Order and on the date or within the period specified in the Purchase Order, or otherwise instructed by the Framework Purchaser.
 - (c) No partial deliveries shall take place unless written approval has been obtained from the Framework Purchaser.
 - (d) The Supplier shall accept changes to Purchase Orders provided reasonable written notice is provided by the Framework Purchaser.
 - (e) The Supplier shall carry out a visual external inspection of the Goods when picking up the Goods at the location specified in the Purchase Order. Where any defects are identified by the Supplier during this visual inspection, this shall be notified to the Framework Purchaser within a reasonable time of the defect being identified, along with documentary evidence (including photographs).
 - (f) The Framework Purchaser shall not be deemed to have accepted any Services until the Framework Purchaser has had reasonable time to inspect them following performance and has confirmed its acceptance in writing to the Supplier.
- 3.4 In respect of any storage services to be provided under a Call-Off Contract:
 - (a) This shall include the provision of storage facilities during the transit of the Goods and at the final destination.
 - (b) If requested by the Framework Purchaser, the Supplier shall provide the Framework Purchaser with fourteen days of free storage at the final destination (as defined in the Purchase Order).
- 3.5 Customs **[Note to Tenderers: to be discussed]**

- (a) For the avoidance of doubt the Supplier shall act in the name and on behalf of the Framework Purchaser for the purposes of this sub-clause.
- (b) Where nominated under the Purchase Order, the Supplier shall (i) collate all required documentation and permits to ensure that the Goods are cleared for export and import into the destination country; and (ii) be responsible for ensuring the timely execution of export and import activities to enable the Goods to be delivered to the nominated final destination post-customs clearance.
- (c) Where nominated under the Purchase Order to manage customs clearance, the Supplier shall be responsible for payment of all customs duties related to the export and import of the Goods. The Framework Purchaser shall reimburse the Supplier for all validly incurred customs duties incurred during the export and import activities at cost in accordance with Clause 11.4, provided that the Supplier has provided documentary evidence of the same.
- (d) Where not nominated under the Purchase Order to manage customs clearance:
 - (i) the Supplier shall collate all documentation related to the Goods order and shipment and shall make this documentation available to the Framework Purchaser prior to the Goods being shipped; and
 - (ii) the Supplier shall not initiate physical transportation of the Goods until the Framework Purchaser has indicated that all relevant documentation has been received and customs clearance has been granted.

3.6 As part of the performance of the Services, the Supplier acknowledges and agrees that it may owe obligations to the Customer (where the Framework Purchaser is not the Customer) as specified in these Terms and Conditions.

4. Insurance

4.1 During the term of this Agreement, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover such heads of liability as may arise under or in connection with this Agreement.

4.2 If so required in a particular Purchase Order, the Supplier shall take out and maintain additional insurance (including but not limited to product liability insurance), in accordance with the relevant Purchase Order. For the avoidance of doubt, the price of procuring and maintaining any additional insurance requested in a Purchase Order shall be deemed to be included in the Price.

4.3 Any insurance taken out pursuant to a Purchase Order shall be taken out with an insurance company known to be creditworthy at the time of coverage and (subject to any requirements of the Purchase Order) shall cover:

- (a) the value of the Goods in question;

- (b) any foreseeable risks in light of the nature and location of the Services and the Goods in question; and
 - (c) any particular risks identified by the Framework Purchaser.
- 4.4 The Supplier shall, prior to commencing any Services under a Call-Off Contract, provide the Customer and/or Framework Purchaser with a certificate of currency evidencing the insurance cover required under this Agreement and/or any Call-Off Contract.

5. Performance of the Services

- 5.1 The Supplier shall, and shall ensure the Supplier Personnel shall, perform the Services promptly and efficiently and to the Customer and/or Framework Purchaser's reasonable satisfaction, exercising all reasonable skill and diligence, and in accordance with:
- (a) the requirements of the Purchase Order, these Terms and Conditions and the Quality Technical Agreement (where applicable);
 - (b) all applicable legislation, regulations, orders, statutory instruments, directives, subordinate legislation or any other legislation applicable in the jurisdiction (including environmental regulations and the International Labour Organisation's international labour standards on child labour and forced labour, and including obtaining all applicable statutory permits, consents and licenses);
 - (c) the Good Distribution Practice rules and regulations, where applicable (set out in further detail in Clause 13);
 - (d) generally accepted best practices in the freight services industry applicable to the Services (including the use of that degree of skill, care, diligence, prudence, foresight, efficiency and practice which would be expected from a leading service provider within such industry); and
 - (e) all health and safety rules and regulations and any other security requirements that apply at any of the Customer and/or Framework Purchaser's premises and/or delivery premises.
- 5.2 The Supplier shall perform the Services:
- (a) using personnel who are suitably skilled, qualified and experienced to perform tasks assigned to them;
 - (b) without doing or omitting to do anything which may cause the Customer and/or Framework Purchaser to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and
 - (c) without infringing the rights of any third party or causing the Customer and/or Framework Purchaser to infringe any such rights.
- 5.3 Unless otherwise specifically stipulated within the relevant Purchase Order, the Supplier shall not initiate physical transportation of the Goods to which a

Purchase Order relates until the Framework Purchaser has confirmed in writing that all relevant documentation has been received from the Supplier and that the Supplier should initiate physical transportation.

- 5.4 The Supplier shall provide the Framework Purchaser with 14 days of import demurrage free time for ocean freight, during which time charges for storage of laden containers in the Supplier's care shall not be passed to the Framework Purchaser.
- 5.5 The Framework Purchaser shall notify the Supplier of any concerns relating to the Goods (including loss or damage to the Goods) within a reasonable time following delivery.
- 5.6 The Supplier shall immediately inform the Customer and/or Framework Purchaser in writing of any events that come to its attention that may be detrimental to the Customer and/or Framework Purchaser (including anything that may be detrimental to the Customer and/or Framework Purchaser's reputation) or may affect the Supplier's ability to perform its obligations (including the Services) in accordance with this Agreement and/or a Call-Off Contract.
- 5.7 The Supplier shall ensure that it has obtained all licences, clearances, permissions, authorisations, consents and permits necessary for the supply of the Services (and shall ensure that any Supplier Personnel have obtained the same) and if requested by the Customer and/or Framework Purchaser shall produce evidence of the same.
- 5.8 Without prejudice to Clause 7.9, the Supplier agrees to take reasonable steps to ensure that any goods it transports or stores pursuant to a Call-Off Contract are not transported or stored alongside any illegal or prohibited goods (including counterfeit goods or illicit drugs). The Framework Purchaser agrees that the Goods will not be counterfeit goods or illicit drugs.
- 5.9 The Supplier may sub-contract the performance of the Services, provided that:
 - (a) it does not sub-contract the whole of the Services;
 - (b) the Supplier shall remain wholly responsible for performance of the Services in accordance with the Call-Off Contract, notwithstanding any such sub-contract; and
 - (c) the Supplier shall procure that each of its subcontractors complies with all provisions of the Agreement which apply to, or are relevant to, subcontracts (including, for the avoidance of doubt, the Mandatory Policies and Quality Technical Agreement).
- 5.10 For the avoidance of doubt:
 - (a) in no case shall any subcontracting in any way affect the obligations of the Supplier under this Agreement and/or any Call-Off Contract; and
 - (b) the Supplier shall be responsible and liable for the acts and omissions of each subcontractor (including its employees) to the same extent as if such acts or omissions were by the Supplier or its own employees.

- 5.11 The Supplier acknowledges and agrees that for audit and business purposes the Customer and/or Framework Purchaser may at any time request the Supplier to provide evidence that the provisions of this Agreement and/or any Call-Off Contract (including the Mandatory Policies) and the Quality Technical Agreement are being complied with by the Supplier and/or its subcontractors, and the Supplier shall provide such evidence and other details of subcontracts reasonably requested by the Customer and/or Framework Purchaser within three days of such request.
- 5.12 The Customer and/or Framework Purchaser reserves the right at any time to inspect work being undertaken in relation to the supply of the Services and inspect the premises where the Goods are being stored. The Customer and/or Framework Purchaser's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials and/or care and skill are or have been used.
- 5.13 If following such inspection, the Customer and/or Framework Purchaser considers that the Services do not conform or are unlikely to comply with the Supplier's obligations under the Call-Off Contract, the Customer and/or Framework Purchaser shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. The Customer and/or Framework Purchaser shall have the right to conduct further inspections after the Supplier has carried out its remedial actions.
- 5.14 Notwithstanding any such inspection, the Supplier shall remain fully responsible for the Services and any such inspection shall not reduce or otherwise affect the Supplier's obligations under the Call-Off Contract.
- 5.15 The Supplier Representative, Framework Purchaser Representative and Customer Representative (as identified in Clause 19.4) shall act as the principal points of contact for each Party. The Supplier Representative and the Customer Representative shall meet at least once a month or more frequently at the reasonable request of the Customer to discuss the performance of the Supplier's obligations under the Agreement and/or any Call-Off Contracts. Framework Purchaser Representative(s) may attend such meetings at the Customer's discretion.

Service Levels

- 5.16 The service levels set out in the table below (the *Service Levels*) shall be the minimum required service levels for any transaction carried out pursuant to this Agreement and/or a Call-Off Contract. **[Note to Tenderers: to be discussed]**

Category	Formula	Level
Quotations	Number of Quotations submitted by the Supplier in full and on time in accordance with the Agreement, as a	99%

	proportion of all Requests for Quotation.	
Temperature excursions	Number of incidents where the temperature at which Goods are stored or transported deviates from the temperature requirements specified in the Purchase Order.	Zero
Missing or damaged shipments	Number of packages lost or damaged during the performance of the Services, as a proportion of all shipments.	0%
DIFOT	Number of shipments delivered in full and on time at the nominated destination point as determined within the Purchase Order, as a proportion of all shipments.	95%
Invoices	Number of invoices submitted within two days of the completion of the Services, as a proportion of invoices submitted.	99%

- 5.17 The Supplier shall provide to the Customer all relevant data for each of the Service Levels in a true and accurate manner at the end of each calendar month or as otherwise requested by the Customer.
- 5.18 Without prejudice to the terms of the Quality Technical Agreement (where applicable), the Supplier shall perform its obligations under the Call-Off Contract so as to meet the Service Levels.
- 5.19 The Supplier acknowledges that its failure to meet a Service Level may have a material adverse impact on the business and operations of the Customer and/or a Framework Purchaser. If the Supplier fails to meet a Service Level under the Agreement and/or a Call-Off Contract, the Supplier shall:
- (a) promptly investigate the underlying causes of the failure to meet the Service Level and provide the Customer and/or the relevant Framework Purchaser with a report on its findings;
 - (b) take whatever action is reasonably necessary to minimize and mitigate the impact of the failure and to correct the causes of the failure and provide the Customer and/or the relevant Framework Purchaser with a report on the status of any remedial actions; and

- (c) take all reasonable measures required to prevent the Service Level failure from reoccurring.

6. Packaging and labelling

6.1 Packaging

- (a) If a Purchase Order provides that the Supplier is responsible for packaging and/or labelling, the Supplier shall ensure the Goods shall be packed, packaged, marked or countermarked so as to withstand transportation and/or storage performed under the Call-Off Contract, as well as successive handling that would reasonably arise during such operations.

6.2 Labelling

- (a) The Supplier or Supplier Personnel shall inspect each parcel, item or load unit prior to shipping the Goods to ensure that clear labelling has been provided to allow immediate and clear identification of the shipper, consignee, of the place of delivery and of the nature of the Goods, and that the information on the labels shall match those appearing on the shipping document. If the Supplier or Supplier Personnel identifies any deficiencies in the labelling of the Goods it shall notify the Framework Purchaser immediately and will cooperate with staff on site to resolve the issue as quickly as possible.

6.3 Liability for defecting packaging or labelling

- (a) Where a Purchase Order specifies that the Supplier is responsible for packing, packaging, labelling and/or marking, the Supplier shall be liable for all consequences arising from any defective packing, packaging, labelling or marking, insofar as any such consequences are not caused or contributed to by any acts or omissions by the Framework Purchaser.

7. Mandatory Policies, Sanctions and Export Control Laws

7.1 The Supplier shall (and shall ensure that its directors and all Supplier Personnel shall) be aware of, understand, and adhere to the Mandatory Policies.

7.2 The Supplier shall take reasonable steps (including having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in compliance with the Mandatory Policies, and shall upon request provide the Customer and/or Framework Purchaser with information confirming its compliance.

7.3 The Supplier shall notify the Customer and the Framework Purchaser as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies, and provide the Customer and Framework Purchaser with full details of any action taken in relation to the reported breach.

- 7.4 The Customer and/or Framework Purchaser shall have the right to require the Supplier to replace any Supplier Personnel if the individual concerned is alleged to have breached, or has breached, any of the Mandatory Policies.
- 7.5 The Supplier shall cooperate with the Customer and/or Framework Purchaser on any investigations into alleged breaches of the Mandatory Policies.
- 7.6 The Customer and/or Framework Purchaser may provide training or materials to the Supplier on protecting children and vulnerable populations from sexual exploitation and abuse, and on anti-harassment, intimidation and bullying. The Supplier shall, at the Customer and/or Framework Purchaser's request, share any training or materials with any Supplier Personnel who will come into direct contact with the Customer or Framework Purchaser's personnel, beneficiaries or members of the vulnerable population, through the performance of the terms of a Call-Off Contract.
- 7.7 The Supplier and any Supplier Personnel shall be subject to, and shall in relation to the Agreement and any Call-Off Contract act in accordance with, the IAPG Code of Conduct and any local or international standards which are applicable to the Goods or Services to be performed under a Call-Off Contract.
- 7.8 The Supplier represents and warrants to the Customer and the relevant Framework Purchaser that:
- (a) it is not (and it will procure that all of its directors, affiliates and Supplier Personnel are not themselves) owned or controlled by any party that is targeted by any sanctions, export control, embargo, or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licences, orders, or requirements, in force from time to time, including without limit those of the EU, the UK, the US and the UN (*Sanctions and Export Control Laws*); and
 - (b) it is not aware of, and does not have any reason to suspect, any breach of Clause 7.10 or that performance of this Agreement and/or any Call-Off Contract would put either party at risk of breaching any Sanctions and Export Control Laws.
- 7.9 The Supplier and its affiliates or Supplier Personnel shall not in any way:
- (a) engage in transactions with, or provide resources or support to armed groups, individuals and entities which are sanctioned, or individuals and organisations associated with terrorism, or otherwise be involved directly or indirectly with terrorism;
 - (b) be involved directly or indirectly in the manufacture or sale of arms;
 - (c) have any business relations with governments for any war related purpose; or
 - (d) transport any Goods together with any military equipment.
- 7.10 The Supplier shall (and shall also require that all of its directors, officers, affiliates and Supplier Personnel shall):

- (a) comply with all Sanctions and Export Control Laws, as applicable, and maintain policies and procedures designed to ensure continued compliance with such Sanctions and Export Control Laws;
- (b) obtain any licences, authorisations or permissions required under the Sanctions and Export Control Laws or other applicable laws that are required to export, import, supply, sell, transport, or broker any hardware, software, technology, support or assistance or service that is provided by or on behalf of the Supplier under this Agreement and/or any Call-Off Contract (including obtaining any required export licences required for the export of Goods by or on behalf of the Supplier to the Framework Purchaser or its agents at the relevant delivery address), and shall further inform the Customer and/or Framework Purchaser where any such hardware, software, technology, support or assistance or service provided is subject to controls or restrictions under the Sanctions and Export Control Laws and shall provide all relevant information that may be required by the Customer and/or Framework Purchaser to apply for or obtain any further licences, authorisations or permissions;
- (c) inform the Customer and/or Framework Purchaser where any Goods or Services are subject to controls or restrictions under the Sanctions and Export Control Laws;
- (d) not make any funds or economic resources available, directly or indirectly, to or for the benefit of, any person or entity that is currently listed under or otherwise directly or indirectly targeted by any Sanctions and Export Control Laws (including any funds or economic resources paid by the Supplier on behalf of the Customer and/or Framework Purchaser or received by the Supplier from the Customer and/or Framework Purchaser in accordance with this Agreement or any Call-Off Contract);
- (e) ensure that it provides to the Customer the names and dates of birth of its key staff in order that the Customer can screen these names against sanctions lists, using the Customer's third party screening provider. Before providing the names to the Customer, the Supplier must ensure that all its key staff have been informed that their names will be provided to the Customer for screening using a third party provider, and, if necessary, obtain their consent;
- (f) ensure that it regularly checks its staff, suppliers and sub-contractors against sanctions lists and immediately inform the Customer and/or Framework Purchaser of any apparent correlation; and
- (g) not do anything which would cause the Customer and/or any Framework Purchaser to be in breach of any Sanctions and Export Control Laws (including supplying items from any country of origin which would mean that any conceivable supply or use of these items would be restricted under the Sanctions and Export Control Laws).

7.11 No provision of the Agreement or any Call-Off Contract shall give rise to an obligation on either Party that would constitute a breach of Council Regulation

(EC) No 2271/96 (as amended) or other equivalent blocking or anti-boycott laws applicable from time to time.

8. Warranties

8.1 The Supplier warrants and undertakes to the Customer and the Framework Purchaser that:

- (a) the Services will be performed by appropriately qualified and trained personnel, with reasonable care, skill and diligence and to such high standards of quality as it is reasonable for the Customer and/or Framework Purchaser to expect in all the circumstances;
- (b) it has all authorisations from all relevant third parties to enable it to supply the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
- (c) it has all necessary internal authorisations to approve the execution and performance under any Call-Off Contract;
- (d) information provided by the Supplier to the Customer and/or Framework Purchaser at any stage during the tender, negotiation or quotation process in respect of this Agreement and/or any Call-Off Contract was complete and accurate in all material respects at the time it was supplied and any amendments or changes to the previously supplied information will be provided to the Customer and/or Framework Purchaser without delay;
- (e) it will not and will procure that none of the Supplier Personnel will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer or Framework Purchaser; and
- (f) none of its directors or officers or any Supplier Personnel have any interest in any supplier or potential supplier of the Customer or Framework Purchaser or is a party to, or are otherwise interested in, any transaction or arrangement with the Customer or Framework Purchaser.

8.2 In case of any situation constituting or likely to lead to a breach of a warranty or undertaking in this Agreement, the Supplier shall:

- (a) notify the Customer and/or Framework Purchaser in writing and without delay of such breach or likely breach; and
- (b) take all reasonable and necessary steps to avoid the likely breach or rectify the breach.

9. Liability

9.1 Unless otherwise provided in the Agreement and/or Call-Off Contract, neither the Customer and/or Framework Purchaser nor the Supplier shall be liable to the other Party for any indirect or consequential loss or damage, including loss of profits.

9.2 The Supplier shall be liable for any direct loss and damage which the Customer and/or Framework Purchaser may suffer as a result of any failure by the Supplier and/or the Supplier Personnel to comply with the Supplier's obligations under this Agreement and/or any Call-Off Contract. Such direct loss may include:

- (a) where the Goods are medicinal or pharmaceutical goods (including, for the avoidance of doubt, any Goods to which Clause 13 applies), any loss or damage arising as a result of a failure to keep the Goods at the required temperature as specified in the Purchase Order or otherwise in accordance with the Quality Technical Agreement;
- (b) the costs of engaging an alternative supplier to perform the outstanding obligations of the Supplier under any Call-Off Contract; and/or
- (c) losses and expenses incurred as a result of any breach by the Supplier or Supplier Personnel of the Supplier's obligations under the Agreement and/or a Call-Off Contract or its/their failure to take any action notified by or on behalf of the Customer and/or Framework Purchaser to the Supplier or Supplier Personnel which would have prevented a breach of those obligations.

9.3 The Supplier's liability under a Call-Off Contract shall not exceed:

- (a) in respect of any customs and/or indirect taxation operations, whether undertaken by the Supplier or its sub-contractors, shall not exceed a total of USD 200,000 per shipment; and
- (b) in respect of damage caused to the Customer and/or a Framework Purchaser's property shall not exceed the value of such property.

9.4 The aggregate liability of the Customer and all Framework Purchasers in connection with this Agreement and all Call-Off Contracts entered into pursuant to this Agreement shall not exceed USD 1,250,000 in the aggregate.

9.5 **Indemnity**

Subject to the provisions of Clause 9, the Supplier shall keep the Customer and the Framework Purchaser indemnified in full against any and all actions, liabilities, losses, costs, damages, expenses, claims, suits and proceedings, including any interest, and legal and other professional fees and expenses awarded against or incurred or paid by the Customer and Framework Purchaser arising out of or in relation to:

- (a) any deviations from temperature control and product handling requirements under (i) the Purchase Order; (ii) the Good Distribution Practice rules (referred to in Clause 13.2) and/or (iii) the Quality Technical Agreement agreed pursuant to Clause 13.5, that result in or lead to the loss, deterioration, damage and/or contamination of any medical or pharmaceutical products;
- (b) breach of any warranty given by the Supplier in Clause 8;
- (c) any act of negligence or other act or omission of the Supplier or any Supplier Personnel;

- (d) personal injury, death or damage to property caused to the Customer and/or Framework Purchaser or their employees or staff arising out of, or in connection with, defects in the supply of the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier and/or Supplier Personnel;
- (e) any claim made against the Customer and/or Framework Purchaser for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier and/or Supplier Personnel;
- (f) any claim made against the Customer and/or the Framework Purchaser by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of a Call-Off Contract by the Supplier and/or Supplier Personnel; and
- (g) any claim made against the Customer and/or the Framework Purchaser by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the performance of the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier and/or Supplier Personnel.

9.6 Exceptions to limitations on liability

Notwithstanding Clause 9, a Party's liability cannot be excluded or limited under this Agreement and/or any Call-Off Contract for: (a) fraud or fraudulent misrepresentation, gross negligence or wilful misconduct; (b) death or personal injury caused by its negligence or the negligence of its employees, agents or sub-contractors; (c) any breach of the Supplier's obligations under Clause 16 and/or the Data Processing Annex; (d) where the Goods are medicinal or pharmaceutical products, any breach of the Supplier's obligations to store and/or transport the Goods in accordance with temperature requirements specified in a Purchase Order or otherwise in accordance with the Quality Technical Agreement; and (e) any other liability that cannot be excluded by law.

10. Force majeure

10.1 For the purposes of this Clause 10, the following terms shall have the following meanings:

- (a) A ***Force Majeure Event*** means the occurrence of an event after the date of the relevant Call-Off Contract was entered into which:
 - (i) is directly or indirectly outside the reasonable control of the affected party; and
 - (ii) prevents, hinders or delays the fulfilment by the affected party of all or a substantial part of its obligations under the Call-Off Contract,

and shall include government intervention, an act of war and other hostilities, storm, fire, flood, riot, epidemics, pandemics, earthquake, destruction by lightning, drought, explosion, prolonged break-down of transport, telecommunication or electric current, port or airport congestion, general labour disturbance such as but not limited to boycott, strike and lock-out (except if in relation to solely the Supplier and/or its subcontractors' employees). For the avoidance of doubt, a Force Majeure Event shall not include:

- (iii) any consequences of the COVID-19 pandemic that were foreseeable at the date of the Call-Off Contract and/or could have been prevented, overcome or remedied through the exercise of diligence and reasonable care at the time of conclusion of the relevant Call-Off Contract;
- (iv) financial hardship; and/or
- (v) any change in circumstances that arises as a result of the affected party's fault or negligence.

10.2 Neither the Supplier nor the Framework Purchaser will be liable to the other for failure to carry out any of its duties under a Call-Off Contract to the extent to which the failure is caused by a Force Majeure Event, provided that:

- (a) the affected party could not have prevented, overcome or remedied the adverse effects of the Force Majeure Event through the exercise of due diligence and reasonable care;
- (b) the affected party has taken all reasonable precautions, due care and steps to prevent and avoid the Force Majeure Event;
- (c) it has taken all reasonable steps to overcome and mitigate the effects of the event as soon as reasonably practicable, including actively managing any problems caused or contributed to by third parties and liaising with them;
- (d) it has notified the other party immediately on becoming aware of the Force Majeure Event, and provides written confirmation and reasonable evidence of the Force Majeure Event within 72 hours of becoming aware of it; and
- (e) the adverse effects of the Force Majeure Event have not been caused or exacerbated by:
 - (i) a result of a failure by the affected party to implement business continuity plans;
 - (ii) negligence by the affected party's personnel (including subcontractors);
 - (iii) failure by the affected party's personnel (including subcontractors) to perform (unless that personnel is itself prevented from performing its obligations to the Supplier as a direct result of the Force Majeure Event); and/or

- (iv) failure of software used by the affected party.
- 10.3 The relief afforded to an affected party under Clause 10.2 shall only extend for so long as the Force Majeure Event subsists.
- 10.4 In respect of subclauses (a) and (b) of Clause 10.2 above, the Supplier acknowledges that:
- (a) the areas in which the Customer and/or Framework Purchaser operate are, by their nature, often politically, socially, economically or environmentally unstable and are therefore at high risk of a Force Majeure Event; and
 - (b) as such, a greater level of diligence and care is required when performing the Services under the Call-Off Contract in these areas.
- 10.5 As soon as either the Supplier or the Framework Purchaser becomes aware that a Force Majeure Event has occurred or is likely to occur, that party will immediately notify the other party. The Framework Purchaser and the Supplier will, within 24 hours of such notification, meet and will mutually agree on what action needs to be taken to avoid or mitigate the effects of the Force Majeure Event.
- 10.6 The Supplier will make all reasonable arrangements for ensuring the continuity of the Services during a Force Majeure Event and the Framework Purchaser will pay to the Supplier a proportion of the Price due in respect of the Services to reflect the Services actually rendered during such time period.
- 10.7 If the affected party fails to fulfil obligations due to a Force Majeure Event for more than 30 days after the affected party has served notice to the other party specifying the Force Majeure Event, the other party may terminate the relevant Call-Off Contract by prior written notice, and the Framework Purchaser and the Supplier shall agree (acting reasonably) the portion of the Price to be paid to the Supplier in respect of the Services that had been performed by the Supplier before this time.
- 10.8 If due to a Force Majeure Event additional costs are incurred by the Supplier in order to preserve the Goods whilst in transit or whilst under its custody, the Supplier will inform the Framework Purchaser before such costs are incurred (if possible) and in any event as soon as practicable of such costs and, if such costs cannot be avoided, the Framework Purchaser and the Supplier agree that these costs shall be borne by the Framework Purchaser, provided that the Supplier provides the Framework Purchaser with all the supporting documents justifying such costs and provided the same are reasonable.
- 10.9 In case of a Force Majeure Event the Supplier will promptly inform the Framework Purchaser of any alternative reshipment solutions that can reasonably be organized and of the associated costs. The Framework Purchaser and the Supplier will discuss in good faith such alternative solutions and the Supplier will only act upon prior agreement of the Framework Purchaser, including as regards the associated costs.

11. Payment terms

- 11.1 On completion of the Services under a Call-Off Contract, the Supplier shall send an invoice for the Price to the Framework Purchaser, stating the relevant Purchase Order reference number. For the avoidance of doubt, the Services will be deemed completed when the Framework Purchaser has accepted the Services in accordance with Clause 3.3(f).
- 11.2 All invoices and their supporting documents shall be issued in electronic form by the Supplier to the Framework Purchaser to the e-mail address included in the relevant Purchase Order.
- 11.3 Invoices provided by the Supplier shall be supported by documents evidencing the invoiced amount, document(s) evidencing proof of delivery (including proof of delivery document and the bill of lading) and shall be in USD (unless otherwise specified on the Purchase Order). For the avoidance of doubt, any communications between the Framework Purchaser and the Supplier in respect of invoices shall include the relevant Purchase Order reference number.
- 11.4 Each undisputed invoice shall be payable by the Framework Purchaser within 45 days of the date of receipt of the relevant invoice. Payment terms in connection with taxes and duties shall be agreed between the Framework Purchaser and the Supplier on a case-by-case basis in each Purchase Order.
- 11.5 The Framework Purchaser may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under a Call-Off Contract.

12. Title and risk

- 12.1 Notwithstanding any other provision of this Agreement, title to the Goods shall at all times remain with the Framework Purchaser. The Supplier shall not create any liens, pledges, charges, mortgages or other security interests or encumbrances over such Goods.
- 12.2 The liability for any loss or damage to the Goods shall pass to the Supplier from the moment such Goods are loaded onto a vehicle for transport to their specified destination and (subject to Clause 12.3 below) shall remain with the Supplier until the Services have been accepted by the Framework Purchaser in accordance with Clause 3.3(f).
- 12.3 Where the Supplier provides storage in accordance to Clause 3.4(b), liability for any loss or damage to the Goods shall remain with the Supplier until such period of free storage has expired.

13. Requirements for medical and pharmaceutical products

- 13.1 This Clause 13 shall apply where the Goods to be transported under a Call-Off Contract are medical and/or pharmaceutical products and/or goods.
- 13.2 The Supplier warrants that it is and shall remain compliant with the Good Distribution Practice rules and regulations, including EU Commission guideline 2013/C 343/01 and the Medicines and Healthcare products Regulatory Agency

Rules and Guidance for Pharmaceutical Manufacturers and Distributors, for the transportation of any medical and/or pharmaceutical products. The Supplier shall ensure that all Goods are consistently stored, transported and handled under suitable conditions, as required by the applicable regulatory or legal requirements or product specification and/or as set out in the applicable Purchase Order.

- 13.3 Where required under a Purchase Order, the Supplier shall ensure that, during the performance of the Services, the Goods are transported and/or stored in accordance with any temperature requirements specified in the Purchase Order. If at any point during the performance of the Services the temperature deviates from these requirements, the Supplier shall inform the Framework Purchaser immediately and shall take all necessary steps (at its own cost) to ensure the temperature returns to the required level. If the Framework Purchaser decides, in its reasonable opinion, that the Goods cannot be used following any such temperature excursion, the Framework Purchaser shall be entitled to refuse the Services (and, for the avoidance of doubt, will not be required to pay for such Services) and the Supplier shall be liable in accordance with Clause 9.
- 13.4 The Supplier shall provide, on request of the Framework Purchaser, all data relating to shipments of medical and/or pharmaceutical products carried out on behalf of the Framework Purchaser for up to and including 24 months from the closure of the relevant Purchase Order. This data shall include, but not be limited to, information on the shipment providers and temperature controls applied during the transportation of the Goods.
- 13.5 Upon request by the Customer (and in any case no later than 10 days of such a request), the Supplier shall complete and return to the Customer a technical agreement for the transport and delivery of pharmaceuticals and medical supplies, in the form included in Annex 7 to the Agreement. The Customer may require the Supplier to provide further information and/or make amendments to the technical agreement. The Supplier shall further update the technical agreement to incorporate the Customer's comments and/or instructions and resubmit the technical agreement to the Customer for its review within 10 days of receiving the Customer's comments. The process in this Clause 13.5 may be repeated as often as is necessary until the Customer is satisfied with the technical agreement.
- 13.6 For the avoidance of doubt, the Quality Technical Agreement is a document that must be agreed prior to physical transportation of Goods under a Call-Off Contract, where the Goods to be transported are pharmaceutical or medical supplies.

14. Audit

- 14.1 The Supplier agrees to allow the Customer and/or Framework Purchaser's employees, agents, professional advisers or other duly authorized representatives to inspect and audit all of the Supplier's documents and other information (including in electronic format) and including information regarding the Supplier's current and former personnel and other relevant personal data held by the Supplier, for the purpose of making audits,

examinations, excerpts and transcriptions and for the purpose of verifying compliance with the requirements of this Agreement.

- 14.2 The Supplier agrees to extend the rights in Clause 14.1 to duly authorised representatives of the European Commission, the European Court of Auditors and the European Anti-Fraud Office (**OLAF**), the United States Government, the Controller General of the United States and any other representatives instructed by the Customer or a donor organisation of the Customer to perform an audit of the Supplier's operations. The Supplier shall ensure that it has informed each person whose personal data is being provided to/accessed by any person or entity pursuant to this Clause, of the information shared and the purpose of sharing such data before providing/allowing access to the data and, where necessary, obtained such person's consent.

15. Name, branding and logo

- 15.1 Neither the Customer and/or Framework Purchaser nor the Supplier will use the other Party's name, branding or logo other than in accordance with the other Party's written instructions or authorisation.
- 15.2 The Supplier will not make any announcement or publicity statement relating to the Customer, a Framework Purchaser, this Agreement and/or a Call-Off Contract or its subject matter without the Customer or Framework Purchaser's prior written consent (except as required by law or by any legal or regulatory authority).

16. Data processing

- 16.1 For the purposes of this Clause 16 and the Data Processing Annex in Annex 4 of the Agreement, the following expressions shall have the following meanings:
- (a) **Applicable Privacy Laws** means all applicable: (i) data protection laws, rules and regulations, including the UK GDPR, the Data Protection Act 2018 and, to the extent it continues to be applicable to any processing contemplated by this Agreement and/or a Call-Off Contract, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time; and (ii) applicable direct marketing and advertising laws;
 - (b) **Customer Personal Data** means any Personal Data made available by the Customer and/or Framework Purchaser to the Supplier under or in connection with the Agreement and/or any Call-Off Contract, processed by the Supplier on the Customer and/or Framework Purchaser's behalf under or in connection with this Agreement and/or any Call-Off Contract;
 - (c) **Data Processing Annex** means the data processing details appended as Annex 4 to the Agreement;
 - (d) **EU Customer Personal Data** means any Customer Personal Data that is subject to the GDPR;
 - (e) **GDPR** means the General Data Protection Regulation (2016/679);

- (f) **Personal Data** shall have the meaning given to it in Applicable Privacy Laws;
- (g) **UK Customer Personal Data** means any Customer Personal Data that is subject to the UK GDPR; and
- (h) **UK GDPR** has the meaning given to it in section 3(1) (as supplemented by section 205(4)) of the UK Data Protection Act 2018.

16.2 The Parties acknowledge that in respect of all Personal Data (including Customer Personal Data), the Customer and/or Framework Purchaser (as applicable) is the data controller and the Supplier (or its affiliate(s) or Supplier Personnel, if applicable) is the data processor. The Parties acknowledge that the Data Processing Annex sets out details about the Customer Personal Data processed by the Supplier in connection with this Agreement and/or any Call-Off Contract.

16.3 The Supplier shall:

- (a) process Customer Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in the Data Processing Annex, and only in accordance with the Customer and/or Framework Purchaser's written instructions from time to time, including with regard to transfers of UK Customer Personal Data outside the United Kingdom and EU Customer Personal Data outside the European Economic Area, and shall not process Customer Personal Data for any purpose other than those authorized by the Customer and/or Framework Purchaser;
- (b) prior to commencing any processing contemplated by this Agreement and/or any Call-Off Contract, immediately inform the Customer and/or Framework Purchaser if, in the Supplier's opinion, any instruction given by the Customer and/or Framework Purchaser to the Supplier infringes Applicable Privacy Laws;
- (c) ensure that all Supplier employees who have access to, or carry out any processing of, Customer Personal Data:
 - (i) are subject to binding confidentiality obligations in respect of the Customer Personal Data; and
 - (ii) only process Customer Personal Data in accordance with the Customer and/or Framework Purchaser's instructions (unless otherwise required to do so by European Union, European Union member state or UK law), including with regard to transfers of UK Customer Personal Data outside the United Kingdom and EU Customer Personal Data outside the European Economic Area;
- (d) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity to the rights and freedoms of natural persons, implement appropriate technical and organisational measures

to ensure a level of security appropriate to the risk, including to the extent appropriate:

- (iii) the pseudonymisation and encryption of Customer Personal Data;
 - (iv) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (v) the ability to restore the availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident; and
 - (vi) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) at the Customer and/or Framework Purchaser's request, delete or return all Customer Personal Data and existing copies to the Customer and/or Framework Purchaser at the end of the provision of the Services under a Call-Off Contract (unless European Union, European Union member state or UK law requires the Supplier to retain the Customer Personal Data);
- (f) assist the Customer and/or Framework Purchaser in ensuring compliance with the Customer's and/or Framework Purchaser's security, data breach notification, impact assessment and consultation obligations under Applicable Privacy Laws, taking into account the nature of processing and information available to the Supplier;
- (g) maintain a written record of all categories of processing activities carried out on behalf of the Customer and/or Framework Purchaser that satisfied the requirements of Applicable Privacy Laws and make this record available on request to any relevant European Union, European Union member state or United Kingdom supervisory authority;
- (h) cooperate on request with any relevant European Union, European Union member state or United Kingdom supervisory authority;
- (i) notify the Customer and/or Framework Purchaser without undue delay after becoming aware of a breach of Customer Personal Data; and
- (j) make available to the Customer and/or Framework Purchaser all information necessary, and allow for and contribute to audits and inspections conducted by the Customer and/or Framework Purchaser or the Customer and/or Framework Purchaser's mandated auditor, to demonstrate the Supplier's compliance with its obligations imposed by Applicable Privacy Laws and the Agreement and/or the Call-Off Contract.

16.4 If the Supplier collects any Customer Personal Data on behalf of the Customer and/or Framework Purchaser, to ensure processing is fair to data subjects, it shall provide them with a data protection notice informing them of the identity

of the data controller (the Customer and/or Framework Purchaser, as applicable), the identity of any appointed data protection representative, the purpose(s) for which their personal data will be processed and any other information which is necessary in the circumstances.

- 16.5 If the Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of Customer Personal Data (including any data subject's data or any data subject's request for access to or rectification, erasure or portability of personal data, or for restriction of processing or objections to processing of, their personal data, in each case under Applicable Privacy Laws) or to either party's compliance with Applicable Privacy Laws and their data protection principles, it shall immediately notify the Customer and/or Framework Purchaser and provide it with full co-operation and assistance, including through any technical and organizational measures that may be necessary.
- 16.6 Unless a term elsewhere in the Agreement specifies otherwise, the Supplier must not authorise any third party or sub-contractor (including any Supplier Personnel) to process Customer Personal Data, unless: (i) the Customer and/or Framework Purchaser has given its prior written consent; and (ii) the Supplier enters into a written contract with the third party, sub-contractor or Supplier Personnel which places the same obligations as this Clause 16 and, with respect to data protection, as this Agreement and/or Call-Off Contract, provided that (a) the Supplier remains fully liable for the performance of the third party's, sub-contractor's or Supplier Personnel's obligations and (b) such written contract terminates automatically on the termination or expiry of the Agreement and/or Call-Off Contract.
- 16.7 The Parties shall comply with their respective obligations set out in the Data Processing Annex.
- 16.8 If the parties are required by Applicable Privacy Laws to put in place a data processing agreement (or another data protection agreement) for the processing of personal data as contemplated by this Agreement and/or a Call-Off Contract, the parties shall negotiate and agree in good faith an appropriate agreement.

17. Assignment

- 17.1 Without prejudice to Clause 17.3, the Supplier shall not without the Customer's prior written consent assign, transfer, charge, novate or deal in any other manner with any or all of its interests or rights under the Agreement.
- 17.2 The Customer may at any time assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Agreement, including pursuant to a bona fide reorganisation or restructuring of the Customer and/or the Save the Children movement. The Customer shall inform the Supplier by serving notice within 10 working days.
- 17.3 The Supplier shall not without the Framework Purchaser's prior written consent assign, transfer, charge, novate or deal in any other manner with any or all of its interests or rights under a Call-Off Contract.

17.4 The Framework Purchaser may at any time assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under a Call-Off Contract, including pursuant to a bona fide reorganisation or restructuring of the Framework Purchaser and/or the Save the Children movement. The Framework Purchaser shall inform the Supplier by serving notice within 10 working days.

18. Confidentiality

18.1 Each Party (***Receiving Party***) shall keep in strict confidence all technical or commercial information, price, know-how, specifications, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other Party (***Disclosing Party***), its employees, agents or sub-contractors, (the ***Confidential Information***).

18.2 Clause 18.1 shall not prevent disclosure by a Party to the extent it can demonstrate that: (i) disclosure is required by law or regulation; (ii) disclosure is of Confidential Information that was lawfully in the possession of that party without any obligation of secrecy before it was received or held by that party; (iii) disclosure is of Confidential Information that has previously become publicly available; or (iv) disclosure is required for the purpose of any judicial proceedings arising out of this Agreement and/or any Call-Off Contract.

18.3 The provisions of this Clause 18 shall survive the termination or expiry of this Agreement.

19. Notices

19.1 Any notice under or in connection with:

(a) the Agreement, shall be given in writing to the Supplier or Customer (as applicable) to the address specified in Clause 19.4 or to such other address as shall be notified from time to time in accordance with this Clause 19.1; and/or

(b) a Call-Off Contract specifically, shall be given in writing to the Framework Purchaser or Supplier (as applicable) to the address specified in Purchase Order or to such other address as shall be notified from time to time in accordance with this Clause 19.1,

and shall be sent by prepaid first-class post, by recorded delivery, or email. Any notices sent internationally shall be sent by prepaid first-class post or recorded delivery letter with a copy sent by email.

19.2 Any notice shall be deemed to have been duly received:

(a) if sent by prepaid first-class post, on the second day (excluding Saturdays, Sundays and U.K. bank holidays) after posting;

(b) if sent by recorded delivery, on the date that the courier's delivery receipt is signed; or

- (c) if sent by email, when actually received (or made available) in readable form.
- 19.3 This Clause 19 shall not apply to the service of any proceedings or other documents in any legal action.
- 19.4 For the purposes of this Clause 19, notices should be sent to the following addresses:

For the Customer:

[•]

Customer Representative: [•]

For the Framework Purchaser: The contact person and address specified in the relevant Purchase Order.

For the Supplier:

[•]

Supplier Representative: [•]

20. Termination

- 20.1 the Framework Purchaser or the Supplier may terminate a Call-Off Contract, and either the Customer or the Supplier may terminate the Agreement, in whole or in part with immediate effect by giving written notice to the other party:
 - (a) without prejudice to limbs (c) to (e) below, in the event of evidenced material or repeated breaches by the other party of its obligations under the Agreement and/or a Call-Off Contract (as applicable), where such breach is not remedied (and is capable of being remedied) within 30 days of written request from the terminating party;
 - (b) the other party becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or corporate entity) becomes subject to an administration order or goes into liquidation or that party ceases, or threatens to cease, to carry on business, or is subject to any equivalent process in any jurisdiction;
 - (c) the Customer and/or Framework Purchaser reasonably believes that continuing contractual relations with the Supplier may damage the reputation of the Customer and/or a Framework Purchaser;
 - (d) the Customer and/or Framework Purchaser reasonably believes that the Supplier or Supplier Personnel has or is engaged in corrupt, fraudulent, collusive or coercive practices and/or has or is engaged in activities which are in breach of the Mandatory Policies; or
 - (e) a party reasonably believes that any of the events set out in limbs (a) to (d) above (subject to the parties' ability to remedy breaches pursuant to

Clause 20.1(a)) is about to occur in relation to the other party and notifies the other party accordingly.

- 20.2 The Customer may voluntarily terminate the Agreement at any time with two months' written notice to the Supplier.
- 20.3 In the event of termination or expiry of the Agreement:
- (a) unless otherwise instructed by the Customer and/or a Framework Purchaser, the Supplier must complete the Services under all outstanding Call-Off Contracts in line with this Agreement and the relevant Call-Off Contract (and the Price and the Terms and Conditions shall continue to apply until final completion of the Services); and
 - (b) the Parties shall work together in good faith to ensure a smooth transition of any Services to a replacement supplier.
- 20.4 The Framework Purchaser may cancel the Services to be provided under a Call-Off Contract in whole or in part provided that:
- (a) it provides reasonable written notice of such cancellation; and
 - (b) the Goods are not yet in transit.

For the avoidance of doubt, in the event that the Services are cancelled in accordance with this Clause 20.4, the terms of the Call-Off Contract shall continue to apply in respect of any Services that have already been carried out prior to the cancellation.

- 20.5 Termination or expiry of the Agreement and/or a Call-Off Contract shall not affect Clause 2 (*Interpretation*), Clause 5 (*Performance of the Services*), Clause 7 (*Mandatory Policies, Sanctions and Export Control Laws*), Clause 8 (*Warranties*), Clause 9 (*Liability*), Clause 13 (*Requirements for Medical and Pharmaceutical Products*); Clause 15 (*Name, Branding and Logo*), Clause 16 (*Data Processing*), and Clause 18 (*Confidentiality*) or any other clause expressed to survive termination or expiry, which shall continue without limit in time. Termination or expiry of the Agreement and/or a Call-Off Contract shall not affect any rights, liabilities or remedies arising under the Agreement and/or any Call-Off Contract prior to such termination.

21. Severance

Should any provision of the Agreement and/or a Call-Off Contract be declared invalid, illegal or unenforceable, such provision shall not affect the validity and enforceability of the remaining parts of the Agreement and/or Call-Off Contract.

22. Jurisdiction and Governing Law

- 22.1 This Agreement and any Call-Off Contract shall be governed by and construed in accordance with the law of England and Wales.

23. Dispute resolution

23.1 The Parties agree to resolve all misunderstandings or disputes that might arise during the term of the Agreement in good faith and in a professional and constructive manner.

23.2 In the first instance, any dispute shall be referred to the relevant Supplier Representative and Customer Representative or Framework Purchaser Representative named in Clause 19.4 above, or as notified to the other party in writing (as appropriate).

23.3 All disputes, controversies or claims arising out of or in connection with this Agreement and/or any Call-Off Contract, including the breach, termination or invalidity thereof, shall be finally settled by the Courts of England and Wales.

24. Miscellaneous

24.1 Further assurances

For the term of the Agreement, each Party shall do or procure to be done all further acts and things, and execute or procure the execution of all other documents, as the other party reasonably requests, that may from time to time be reasonably required for the purpose of providing or procuring the provision of Services or otherwise are necessary to implement and give effect to this Agreement and/or a Call-Off Contract.

24.2 Variation

Except as set out in these Terms and Conditions, any variation to this Agreement and/or a Call-Off Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by (i) in the case of the Agreement, the Customer and the Supplier; and (ii) in the case of a Call-Off Contract, the Framework Purchaser and the Supplier. The Customer reserves the right to conduct a formal review of the Agreement after twelve months. For the avoidance of doubt, no terms and conditions produced by the Supplier, including those forming part of the Supplier's Quotation, shall supersede or take precedence over this Agreement and/or a Call-off Contract.

24.3 Waiver

No waiver of any right or remedy under the Agreement and/or a Call-Off Contract shall be effective unless it is in writing and signed by the relevant Party or Parties. No failure or delay by a Party in exercising any right or remedy under this Agreement and/or a Call-Off Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

24.4 Independent Parties

Neither (i) the Supplier nor (ii) the Customer and/or Framework Purchaser (as applicable) shall:

- (a) hold itself out as agent or partner of the other; and/or

- (b) shall have authority to act on behalf of the other or to bind, the other party in any way.

24.5 Entire agreement

The Agreement constitutes the entire agreement between the Customer and the Supplier in respect of the subject matter of the Agreement and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

The Call-Off Contract constitutes the entire agreement between the Supplier and the Framework Purchaser in respect of the Services to be provided pursuant to the Call-Off Contract and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24.6 No partnership

Nothing in the Agreement and/or Call-Off Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between (i) the Supplier and (ii) the Customer and/or Framework Purchaser (as applicable).

24.7 Third party rights

A person who is not a party to the Agreement and/or Call-Off Contract shall not have any rights under or in connection with it.

ANNEX 2

MANDATORY POLICIES

I. SAVE THE CHILDREN'S CHILD SAFEGUARDING POLICY

Our values and principles

Save the Children (including the Customer and all Framework Purchasers) (*SCI*) does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in any form of child abuse, maltreatment or poor safeguarding practice. A child is anyone under the age of 18, and all children have an equal right to protection regardless of any personal characteristic, including their age, gender, ability, culture, racial origin, religious belief and sexual identity.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives, suppliers and business partners. It applies during or outside of working hours, every day of the year.

1. What is Child Abuse?

Child abuse consists of anything, which individuals, institutions or processes do or fail to do which directly or indirectly harms children or damages their prospect of a safe and healthy development into adulthood.

This policy covers all forms of child abuse. Save the Children recognises five categories of child abuse, which are sexual abuse, physical abuse, emotional abuse, neglect and exploitation. Other sub-categories may be adopted from time to time. The policy also covers any poor safeguarding practice, which results in or creates a risk of child abuse or harm.

Definitions of Child Abuse:

Sexual Abuse	Sexual abuse is the involvement of a child in sexual activities, whether or not the child is aware of what is happening. The activities may involve physical contact, including assault by penetration (for example, rape or oral sex) or non-penetrative acts such as masturbation, kissing, rubbing and touching outside of clothing. They may also include non-contact activities, such as involving children in looking at, or in the production of, sexual images, watching sexual activities, encouraging children to behave in sexually inappropriate ways, or grooming a child in preparation for abuse (including via the internet). Adult males do not solely perpetrate sexual abuse. Women can also commit acts of sexual abuse, as can other children.
Physical	Physical abuse is the non-accidental use of physical force that deliberately or inadvertently causes a risk of/or actual injury to a child. This may include hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating or otherwise causing non-accidental physical harm to a child. Physical harm can also be caused when a parent

	or carer fabricates the symptoms of, or deliberately induces, illness or temporary, permanent injury or disability of a child.
Emotional	Emotional abuse involves doing harm to a child's emotional, intellectual, mental or psychological development. This may occur as an isolated event or on an ongoing basis. Emotional abuse includes but is not limited to any humiliating or degrading treatment (e.g. bad name calling, threats, yelling/screaming/cursing, teasing, constant criticism, belittling, persistent shaming etc.), failure to meet a child's emotional needs, and rejecting, ignoring, terrorizing, isolating or confining a child
Neglect	<p>Neglect includes but is not limited to failing to provide adequate food, sufficient or seasonally appropriate clothing and /or shelter.</p> <p>Neglect is also failing to prevent harm; failing to ensure adequate supervision; failing to ensure access to appropriate medical care or treatment or providing inappropriate medical treatment (e.g. administering medication when not authorized); or failing to provide a safe physical environment (e.g. exposure to violence, unsafe programming location, unsafe sleeping practices, releasing a child to an unauthorized adult, access to weapons or harmful objects, failing to child-proof a space that children will occupy etc.). It can also be SCI staff, partners, contractors, suppliers and sub-grantees failing to apply minimum requirements as set out in mandatory procedures.</p>
Exploitation	<p>Child exploitation is an umbrella term used to describe the abuse of children who are forced, tricked, coerced or trafficked into exploitative activities. For Save the Children child exploitation includes modern slavery and trafficking of children and children forced or recruited into armed conflict. Child sexual exploitation is a form of child sexual abuse. It occurs where an individual or group takes advantage of an imbalance of power to coerce, manipulate or deceive a child or young person under the age of 18 into sexual activity;</p> <p>(a) in exchange for something the victim needs or wants, and/or</p> <p>(b) for the financial advantage or increased status of the perpetrator or facilitator. The victim may have been sexually exploited even if the sexual activity appears consensual.</p> <p>Child sexual exploitation does not always involve physical contact; it can also occur with the use of technology. Within Save the Children child sexual abuse and exploitation also includes child early and forced marriage.</p>

<p>Child Labour</p>	<p>Child Labour is work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It is work that:</p> <ul style="list-style-type: none"> • is mentally, physically, socially or morally dangerous and harmful to children; and • interferes with their schooling by: <ul style="list-style-type: none"> • depriving them of the opportunity to attend school; • obliging them to leave school prematurely; or • requiring them to attempt to combine school attendance with excessively long and heavy work. <p>If a young person, under the age of 18 is part of an apprenticeship scheme within the statutory law of the country and does not meet any of the above, this would not be considered by SCI as child labour. However, any partner, supplier, contractor or sub-contractor must inform SCI of the name of any apprentice who will be directly involved with our work.</p> <p>For Save the Children it is not acceptable for any staff or representatives to engage anyone under the age of 18 to work as domestic help in their place of work or at home.</p> <p>Child labour may also be a form of child slavery. Child slavery is the transfer of a young person (under 18) to another person so that the young person can be exploited.</p>
<p>Zero Tolerance</p>	<ul style="list-style-type: none"> • At Save the Children, we have a culture of <u>zero tolerance</u> for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying. • This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken. • It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.

Child abuse and exploitation is a violation of fundamental child and human rights. It may also be a criminal act. Save the Children has a zero-tolerance approach when it comes taking action to protecting children from all forms of exploitation and abuse. We are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure child exploitation and abuse is not taking place anywhere in our own business or in any of our supply chains or partnerships.

Save the Children is also committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any child safeguarding violations throughout our supply chains, and relationships with third parties, consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including:

- United Nations Convention on the Rights of the Child (UNCRC);
- UN Secretary General’s Bulletin: Special Measures for Protection from Sexual Exploitation and Abuse;
- UK Modern Slavery Act 2015;
- US Trafficking Victims Protection Act 2000;
- USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and
- International Labour Standards on Child Labour and Forced Labour.

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must be observed at all times.

2. Our approach to preventing the abuse and exploitation of children

Save the Children is committed to preventing child abuse and exploitation, including through the following means:

Awareness: Ensuring that all staff, representatives and third parties connected to Save the Children are aware of the high standards of behaviour and conduct expected of them to protect children from any form of abuse and exploitation in their private and working lives.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of any form of child abuse and exploitation, including but by no means limited to conducting relevant vetting and background checks of staff as part of their recruitment process.

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where suspicions or concerns arise regarding allegations of child abuse or exploitation

Responding: Ensuring that immediate action is taken to identify and address reports of child abuse and exploitation, and to ensure the safety and well-being of the child/ren involved.

To help you identify incidents of child abuse, exploitation and poor safeguarding practice the following are examples of prohibited behaviour and practice, which are not tolerated by Save the Children:

- a. Physically, sexually, or emotionally harming or threatening to harm a child. This includes beating them or any other form of physical or humiliating discipline
- b. Engaging in any form of sexual activity with anyone under the age of 18, regardless of age of consent or custom locally
- c. Exchanging money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviours. This includes exchange for assistance that is due to beneficiaries and their families

- d. Sending private messages to children you have met through Save the Children, for example private messaging on social media or by mobile phone
- e. Engage anyone under the age of 18 in exploitative and harmful labour
- f. Employees engaging in commercial exploitation of children, for example a hotel employee facilitating sexual abuse by hotel guests or indirectly
- g. Causing the death of or seriously injuring a child due to reckless or careless driving
- h. Failing to ensure the required health and safety at construction or other sites where services are being provided and work implemented on behalf of Save the Children
- i. Failing to follow the law or required procedures and regulations which result in the death or harm of a child

4. The commitment we expect from you

Save the Children expects the same high standards from all of our partners, contractors, suppliers and all third parties working with or for Save the Children, including taking measures to prohibit their staff and representatives from engaging in any child sexual exploitation, sexual abuse or any other form of abuse or exploitation in their working and person lives.

- a) You must have a zero-tolerance policy on Child abuse and exploitation and take all measures available to you to prevent and respond to actual, attempted or threatened forms of child abuse and exploitation involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of the Agreement and/or Call-Off Contract.
- b) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected or actual child abuse involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of the Agreement and/or Call-Off Contract.
- c) You must **immediately report** any suspicion of child abuse or exploitation occurring in SCI, your organisation or the organisations you work with, that arises during the performance of the terms of the Agreement and/or Call-Off Contract. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.
- d) When you or any staff working for Save the Children under your control suspect or become aware of a child safeguarding concern in relation to work for Save the Children, you are obliged to:-
 - o act quickly and immediately report suspicions or knowledge of a safeguarding concern or incident to a relevant contact at Save the Children (which could include the Country Office Supply Chain lead, Child Safeguarding Focal Point, Save the Children Country Director / Regional Director or report to **childsafeguarding@savethechildren.org**)
 - o keep any information confidential between you and the person you report this to.

- e) You will cooperate with Save the Children in any investigations of concerns reported under the Agreement and/or Call-Off Contract, and keep Save the Children promptly updated on any concerns reported under the Agreement and/or Call-Off Contract, including but not limited to actions taken by you in response.

Please contact your Save the Children representative if you have further questions.

II: SAVE THE CHILDREN'S FRAUD, BRIBERY AND CORRUPTION POLICY AND PROCEDURE

Our values and principles

Save the Children (including the Customer and all Framework Purchasers) (*Save the Children* or *SCI*) has a “zero tolerance” policy towards fraud, bribery and corrupt practices (see definitions and examples below).

All Save the Children employees, partners and vendors have a duty to protect the assets of Save the Children and to comply with relevant laws (including the UK Bribery Act 2010). Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to behave in a dishonest manner while carrying out Save the Children's work.

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must at all times be observed, so that SCI is compliant with all applicable laws and regulations.

Attempted fraud, bribery and corruption is as serious as the actual acts and will be treated in the same way under this policy.

What we do

Save the Children is committed to preventing acts of fraud, bribery and corruption through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of fraud, bribery and corruption, and are able to identify different types of fraud, bribery & corruption schemes when they occur

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of fraud, bribery and corruption.

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of fraud, bribery and corruption, and that any suspicion of fraud, bribery or corruption is immediately reported

Responding: Ensuring that appropriate action is taken to investigate suspicions of fraud, bribery & corruption, and to support and protect SCI assets and resources. SCI is committed to taking all appropriate corrective actions, including disciplinary, legal or other actions, in light of any findings of fraud, bribery, or corruption with respect to relevant individuals (including those who have committed fraud and/or anyone who knew of such fraud but failed to act). SCI will take steps following any incidents of fraud, bribery, or corruption to review controls and protocols to identify and address any gaps or weaknesses.

Definitions and examples of fraud, bribery and corruption

To help you identify cases of fraud, bribery and corruption, some examples have been set out below, however this list is not exhaustive. If in doubt, contact your Save the Children representative or email scifraud@savethechildren.org:

Fraud: An act of deception intended for personal gain to obtain an advantage, avoid an obligation or to cause loss to another party even if no such gain or loss is in fact caused. For

the purpose of this policy, fraud also covers the dishonest appropriation of property belonging to another, with the intention of permanently depriving them of it.

- a) embezzlement: improperly using funds, property, resources, or other assets belonging to SCI for their own personal advantage instead;
- b) collusion: improperly colluding with others to circumvent, undermine, or ignore our rules, policies, or guidance (e.g. fixing the amounts of a tender in order to bring it below a certain threshold);
- c) abuse of a position of trust: improperly using one's position within Save the Children for personal benefit (e.g. accessing confidential material or passing confidential information) or with the intention of gaining from, unfairly influencing or depriving the organisation of resources, money and/or assets;
- d) nepotism or patronage: improperly using employment to favour or materially benefit friends, relatives, or other associates, or where someone requests that a Save the Children employee offer employment or some other advantage to a friend or relative (e.g. awarding contracts, jobs, or other material advantages);
- e) false accounting: deliberately entering false or misleading information into accounts or financial records (e.g. entering false refunds or voids through the till in a retail shop);
- f) false invoicing: knowingly creating or using invoices that are false in any way;
- g) expenses fraud: dishonestly using the expenses system to pay money or other benefits to which the recipient is not entitled;
- h) payroll fraud: dishonestly manipulating a payroll system to make unauthorised payments (e.g. by creating 'ghost' employees or by increasing an individual's salary);
- i) tax or duty evasion: knowingly avoiding the payment of tax or any other duty that a person is aware should be paid;
- j) forgery: dishonestly creating or altering documents to make any information in the document incorrect or misleading often with the effect of depriving the organisation of resources, money and/or assets;
- k) brand fraud: dishonestly using Save the Children's name, branding or documentation for personal or private gain;
- l) obstructing proper process: threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy;
- m) failing to disclose information: not providing accurate and complete information relevant to your position which will adversely impact your ability to perform your role; for example, failure to disclose a '**conflict of interest**'

Bribery: Offering, promising, giving, soliciting or accepting any financial or other advantage (e.g. money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value), to induce the recipient or any other person to act improperly (illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust.) in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage. The outcome or reward for which the bribe is offered or given never actually has to occur for it to be a bribe; the promise of such an outcome/reward is sufficient.

- a) paying or offering a bribe: give, promise to give, or offer, a payment, gift or hospitality

with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;

- b) *receiving or requesting a bribe*: accept a payment, gift or hospitality from a third party including from government officials, representatives or other politicians that you know or suspect is offered with the expectation that it provides them or anyone else an advantage in return;
- c) *receiving improper benefits*: give or accept a gift or provide any hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence SCI's decision-making;
- d) *receiving a 'kickback'*: improperly receiving a share of funds or a commission from a supplier as a result of involvement in a bid, tender or procurement exercise.

Corruption: The abuse of entrusted power or position for private gain. It relates to dishonestly accepting, obtaining or attempting to obtain a gift or consideration as an inducement or reward for acting, or omitting to act.

- a) *facilitation payments*: typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are an inherent risk in Fragile and Conflict affected states and constitute a form of diversion of aid from reaching those intended and potential sources of criminal and or terrorist financing.
- b) *improperly seeking to influence a public official*: to obtain or retain a business or other advantage either directly, or through a third party by offering, promising or giving a financial or other advantage that is not legitimately due to the official or another person at the official's request or with his/her assent or agreement.

Conflict of interest: A conflict of interest arises where an employee has a private or personal interest which may, or could be perceived to, compromise their ability to do their job. Actual, potential (could develop) or perceived (could be considered likely) conflicts of interest can arise across all areas of our work. Conflicts may be of a personal, financial or political nature. A conflict of interest would arise when an employee or agent, any member of his or her immediate family, or an organisation which employs any of his family, has a financial or other interest in, or a tangible personal benefit from, a firm considered for a contract.

What is expected of you?

- f) You have a duty to protect the assets of Save the Children from any form of dishonest behaviour.
- g) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected or actual fraud, bribery and corruption.
- h) You must **immediately report** any suspicion of fraud, bribery or corruption occurring in their organisation that affects SCI funds, brand, staff or assets to Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children. Reports of suspicions of fraud, bribery or corruption are made to the Save the Children representative.

- i) When you or any staff working for Save the Children under your control suspect or become aware of fraud, bribery or corruption in relation to work for Save the Children, you are obliged to:
 - o act quickly and immediately report suspicions or knowledge of fraud, bribery or corruption to a relevant contact at Save the Children (which could include the Country Office Partnership lead, Program lead, Supply Chain lead, Senior Management Team member or the Save the Children Country Director / Regional Director and/or the Save the Children Head of Fraud Management at **scifraud@savethechildren.org**)
 - o keep any information confidential between you and the person you report this to.

- j) You must immediately declare any actual or perceived conflict of interest between any personal, private interest and Save the Children's work.

- k) You will cooperate with Save the Children in any investigations, and to enable Save the Children to keep our donors and members fully informed and promptly updated on any suspicion of fraud relating to their funds.

If you want to know more about the Fraud, Bribery and Corruption Policy then please contact your Save the Children representative.

III: SAVE THE CHILDREN'S HUMAN TRAFFICKING AND MODERN SLAVERY POLICY

3. Our values and principles

Save the Children (including the Customer and all Framework Purchasers) (*Save the Children* or *SCI*) does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in human trafficking or modern slavery.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives, suppliers and business partners.

4. What is human trafficking and modern slavery?

The Modern Slavery Act (MSA) 2015 covers four activities:

Slavery	Exercising powers of ownership over a person
Servitude	The obligation to provide services is imposed by the use of coercion
Forced compulsory labour or	Work or services are exacted from a person under the menace of any penalty and for which the person has not offered themselves voluntarily
Human trafficking	Arranging or facilitating the travel of another person with a view to their exploitation

Modern slavery, including human trafficking, is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including:

- UK Modern Slavery Act 2015 (see above);
- US Trafficking Victims Protection Act 2000;
- USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and
- International Labour Standards on Child Labour and Forced Labour.

5. Our approach to preventing human trafficking and modern slavery

Save the Children is committed to preventing human trafficking and modern slavery, including through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of human trafficking and modern slavery.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of human trafficking and modern slavery.

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of human trafficking and modern slavery.

Responding: Ensuring that action is taken to identify and address cases of human trafficking and modern slavery.

To help you identify cases of human trafficking and modern slavery, the following are examples of prohibited categories of behaviour:

- a. **'chattel slavery'**, in which one person owns another person.
- b. **'Bonded labour' or 'debt bondage'**, which is when a person's work is the security for a debt – effectively the person is on 'a long lease' which they cannot bring to an end, and so cannot leave their 'employer'. Often the conditions of employment can be such that the labourer can't pay off their debt and is stuck for life, because of low wages, deductions for food and lodging, and high interest rates.
- c. **'Serfdom'**, which is when a person has to live and work for another on the other's land.
- d. **'Other forms of forced labour'**, such as when passports are confiscated (sometimes by unscrupulous recruitment agencies) from migrant workers to keep them in bondage, or when a worker is 'kept in captivity' as a domestic servant. If a supplier or contractor appears to impose excessively harsh working conditions, or excessively poor wages, then you should always be alive to the possibility that a form of forced labour is occurring, and take care with your due diligence.
- e. **'Child slavery'**, which is the transfer of a young person (under 18) to another person so that the young person can be exploited. Child labour may, in fact, be a form of child slavery, and should not be tolerated. See the Save the Children Child Safeguarding Policy for further details.
- f. **'Marital and sexual slavery'**, including forced marriage, the purchase of women for marriage, forced prostitution, or other sexual exploitation of individuals through the use or threat of force or other penalty.

6. The commitment we expect from you

We expect the same high standards from all of our contractors, suppliers and other partners, and that all third parties working with or for SCI take measures to ensure that modern slavery and human trafficking are not present within their organisations and supply chains.

All those who work for us or on our behalf (including all partners, suppliers, consultants and others to whom this policy applies) should make their staff and others who they work with aware that they should report any concerns or suspicions of modern slavery within SCI, their organisation, or the organisations that they work with to their SCI contact point, or an SCI Country or Regional Director.

Please contact your Save the Children representative if you have further questions.

IV: SAVE THE CHILDREN'S PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY

7. Our values and principles

This policy is concerned with the Protection from Sexual Exploitation and Abuse (PSEA) of adults (anyone over the age of 18). This includes direct or indirect beneficiaries of our programming, adults in the wider communities in which we work and those who come into contact with Save the Children or our representatives.

Save the Children Save the Children (including the Customer and all Framework Purchasers) (*Save the Children* or *SCI*) has a "Zero Tolerance" approach to Sexual Exploitation and Abuse and does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in any form of sexual abuse or exploitation against vulnerable or other adults associated with its work. All adults have the equal right to protection regardless of any personal characteristic, including their age, gender, ability, culture, racial origin, religious belief and sexual identity.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives, suppliers and business partners. It applies during or outside of working hours, every day of the year.

8. What is Sexual Exploitation and Abuse?

Sexual Exploitation and Abuse refers to all forms of inappropriate conduct of a sexual nature. This includes, but is not limited to:

- Exchanging money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading, or exploitative behaviour;
- Sexual activity with commercial sex workers in countries where SCI is delivering programming whether or not prostitution is legal in the host country; and
- Use of a child or adult to procure sex for others.

Definitions of Sexual Exploitation and Abuse (SEA):

Sexual Abuse	The threatened or actual physical intrusion of a sexual or sexualised nature, including inappropriate touching, by force or under unequal or coercive conditions, sexual assault and rape. It may also include threatened or actual non-physical intrusion (unwanted and/or uninvited exposure to pornography, texts, images, and so on, the sharing of images, texts and so on, demands for sexualised photographs etc.).
Sexual Exploitation	Any actual or attempted abuse of a position of vulnerability, differential power, trust, or dependency, for sexual or sexualised purposes. This includes the offer or promise of monetary, social, political benefits as an incentive or form of coercion.
Sexual favours	Any sexual or sexualised acts, in exchange for something such as money, goods, services, opportunities and so on. Also includes demands for

	inappropriate photographs, filming, and exposure to pornography and so on.
Grooming	The cultivation of emotional relationships with those in positions of vulnerability or inequitable power, with the intention of manipulating these relationships into sexualised dynamics in the future
Zero Tolerance	<ul style="list-style-type: none"> • At Save the Children, we have a culture of <u>zero tolerance</u> for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying. • This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken. • It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.

Sexual exploitation and abuse are a violation of fundamental human rights. It can also be a criminal act. Save the Children is committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure the exploitation and abuse of adults is not taking place anywhere in our own business or in any of our supply chains or partnerships. SCI is committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any safeguarding violations against adults throughout our supply chains, and relationship with third parties. In addition we are committed to ensuring our approach is consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including:

- All relevant UK laws related to protection from sexual abuse, violence and harm, and those outlining measures for reporting known or alleged cases of abuse;
- Applicable laws in the countries where SCI operates; and
- UN Secretary General’s Bulletin: Special Measures for Protection from Sexual Exploitation and Abuse

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must be observed at all times.

9. Our approach to preventing the abuse and exploitation of adults

Save the Children is committed to preventing the sexual exploitation and abuse of adults, including through the following means:

Awareness: Ensuring that all staff, representatives and third parties connected to Save the Children are aware of the high standards of behaviour and conduct expected of them to protect adults from any form of sexual abuse and exploitation in their private and working lives.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of any form of sexual exploitation and abuse, including but by no means limited to conducting relevant vetting and background checks of staff as part of their recruitment process.

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where suspicions or concerns arise regarding allegations of sexual exploitation or abuse of adults in vulnerable populations where we work.

Responding: Ensuring that immediate action is taken to identify and address reports of sexual exploitation and abuse and ensure the safety and well-being of the person being sexually exploited or abused.

To help you identify SEA incidents the following are examples of prohibited behaviour:

- g. Engaging in relationships, which could be an abuse of trust, are abusive and/or exploitative.
- h. Your employees engaging in commercial sexual exploitation of a person, for example a hotel employee facilitating sexual abuse by hotel guests.
- i. Sexual assault.
- j. Forcing sex or someone to have sex with anyone.
- k. Forcing a person to engage in prostitution or production of pornography.
- l. Unwanted touching of a sexual nature.

10. The commitment we expect from you

Save the Children expects the same high standards from all of our partners, contractors, suppliers and all third parties working with or for Save the Children, including taking measures to prohibit their staff and representatives from engaging in any sexual exploitation and abuse in their working and person lives.

- (l) You must have a zero-tolerance policy on SEA and take all measures available to you to prevent and respond to any actual, attempted or threatened of sexual exploitation or abuse involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of the Agreement and/or Call-Off Contract.
- (m) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected, or actual, concerns of sexual exploitation and sexual abuse involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of the Agreement and/or Call-Off Contract.
- (n) You must **immediately report** any suspicion or incident of sexual exploitation or abuse occurring in SCI, your organisation or sub-contractor in relation to your business partnership with Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.

- (o) When you or any staff working for Save the Children under your control suspect or become aware of a safeguarding concern in relation to work for Save the Children, you are obliged to:-
 - o Act quickly and immediately report suspicions or knowledge of a safeguarding concern or incident to a relevant contact at Save the Children (which could include the PSEA Focal Point, the Save the Children Country Director / Regional Director).
 - o Keep any information confidential between you and the person you report this to.

- (p) You will cooperate with Save the Children in any investigations of concerns reported under the Agreement and/or Call-Off Contract, and keep Save the Children promptly updated on any concerns reported under the Agreement and/or Call-Off Contract, including but not limited to actions taken by you in response.

Please contact your Save the Children representative if you have further questions.

V: SAVE THE CHILDREN'S ANTI-HARASSMENT, INTIMIDATION AND BULLYING POLICY

11. Our values and principles

Save the Children's Anti-harassment, Intimidation and Bullying Policy expresses our commitment to maintain a workplace that is free of harassment, so that all those who work for Save the Children (including the Customer and all Framework Purchasers) (*Save the Children* or *SCI*) can feel safe and happy. We will not tolerate anyone harassing, intimidating, or bullying others in the workplace. We also prohibit wilful discrimination based on sex, gender, sexual orientation, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age, disability and other aspects of identity. Save the Children expects the same standards to be applied by partners, contractors and supplier and all third parties associated with our work.

Save the Children takes a zero tolerance approach to any form of Harassment, Sexual Harassment, Intimidation and Bullying (as those terms are defined in this policy) in and outside of the workplace, including sexual exploitation and abuse and any conduct that is discriminatory or disrespectful toward others. This includes on SCI premises, in the communities in which we work or elsewhere, and whether during or outside of working hours.

All adults have the equal right to protection regardless of any personal characteristic, including their sex, gender, sexual orientation, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age, disability. SCI does not tolerate any action that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives, suppliers and business partners. It applies during or outside of working hours, every day of the year.

12. What is Harassment, Intimidation and Bullying?

Definitions of Harassment, Intimidation and Bullying

Word/Term	Definition
<i>Harassment</i>	Harassment consists of unwanted conduct, whether verbal, physical or visual, which is related to a person's sex, gender, marital status, sexual orientation, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability with the purpose or effect of violating the dignity of a person or creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.
<i>Sexual Harassment</i>	Sexual Harassment consists of unwanted conduct of a sexual nature, which has the purpose or effect of violating the dignity of a person or creating an intimidating, hostile, degrading,

	<p>humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.</p> <p>Sexual Harassment may take the form of unwelcome physical, verbal or non-verbal conduct directed at a person or group of persons, which may include - but is not limited to - the following:</p> <p>unwanted physical contact, ranging from touching to sexual assault and rape;</p> <p>(a) verbal forms of sexual harassment including unwelcome sexual innuendoes, suggestions and hints, sexual advances, comments with sexual overtones, sex-related jokes or insults, comments about a person's body or enquiries about a person's sex life or sexual orientation;</p> <p>(b) non-verbal forms of sexual harassment including unwelcome gestures, whistling, indecent exposure or the unwelcome display of sexually explicit pictures or objects;</p> <p>(c) unwanted messages of a sexual nature that are sent via email, SMS, skype, voice messages and other electronic means, whether using SCI IT/devices or personal mobiles/equipment; or</p> <p>(d) harassment of a sexual nature that is linked to recruitment/employment opportunities, promotion, training or development opportunities or the offer of salary increments or other employee or worker benefits in exchange for sexual favours.</p>
<i>Intimidation</i>	<p>Intimidation is the unreasonable use of status or authority to require or coerce an individual to perform an action or task, which the individual knows to be inappropriate and/or disrespectful, illegal, or in direct conflict with SCI policy or procedure.</p>
<i>Bullying</i>	<p>Bullying is any repeated offensive, abusive, intimidating, malicious or insulting behaviour which: (i) makes the recipient feel upset, threatened, humiliated or vulnerable or undermines their self-confidence or causes them to suffer stress or feel upset; and (ii) a reasonable observer would identify as amounting to bullying behaviour.</p>
<i>Sexual Exploitation</i>	<p>Any actual or attempted abuse of a position of vulnerability, differential power, trust, or dependency, for sexual or sexualised purposes. This includes the offer or promise of monetary, social, political benefits as an incentive or form of coercion.</p>
<i>Sexual Abuse</i>	<p>The threatened or actual physical intrusion of a sexual or sexualised nature, including inappropriate touching, by force or under unequal</p>

	or coercive conditions, sexual assault and rape. It may also include threatened or actual non-physical intrusion (unwanted and/or uninvited exposure to pornography, texts, images, and so on, the sharing of images, texts and so on, demands for sexualised photographs etc.).
<i>Discriminatory and disrespectful behaviour</i>	Other forms of harassment [that] may relate to a person’s gender, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability and may involve bullying or intimidation or both.
Zero Tolerance	<ul style="list-style-type: none"> • At Save the Children, we have a culture of <u>zero tolerance</u> for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying. • This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken. • It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.

SCI is committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any form of harassment, intimidation and bullying against adults throughout our supply chains, and relationship with third parties. In addition we are committed to ensuring our approach is consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including all relevant UK laws related to protection from harassment, intimidation, bullying, and applicable laws in the countries where SCI operates

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must be observed at all times.

3. Our approach to anti-harassment, intimidation and bullying

Save the Children is committed to preventing all forms of harassment, intimidation and bullying through the following means:

Awareness: Ensuring that all staff, representatives and third parties connected to Save the Children are aware of the high standards of behaviour and conduct expected of them to prevent any form of harassment, intimidation and bullying in the workplace.

Prevention: Promoting a safe and healthy working environment by applying all relevant policies and mechanisms to ensure that staff and those who work with Save the

Children understand and minimise the risks of any form of harassment, intimidation and bullying.

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where suspicions or concerns arise regarding allegations of any form of harassment, intimidation and bullying in the workplace.

Responding: Ensuring that immediate action is taken to identify and address reports of any form of harassment, intimidation and bullying in the workplace and ensure the safety and well-being of the survivor/victim.

4. The commitment we expect from you

Save the Children expects the same high standards from all of our partners, contractors, suppliers and all third parties working with or for Save the Children, including taking measures to provide a safe and healthy working environment including protection from bullying and harassment at work.

You must have a zero-tolerance policy on any form of harassment, intimidation and bullying in the workplace and take all measures available to you to prevent and respond to any actual, attempted or threatened harassment, intimidation and bullying involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of the Agreement and/or Call-Off Contract.

- l) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected, or actual, harassment, intimidation or bullying involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of the Agreement and/or Call-Off Contract.
- m) You must **immediately report** any suspicion or incident of harassment, intimidation or bullying occurring in SCI, your organisation or sub-contractor in relation to your business partnership with Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.
- n) When you or any staff working for Save the Children under your control suspect or become aware of a harassment, intimidation or bullying concern in relation to work for Save the Children, you are obliged to:-
 - o Act quickly and immediately report suspicions or knowledge of any harassment, intimidation or bullying concern or incident to a relevant contact at Save the Children (which could include the Save the Children Country Director / Regional Director).
 - o Keep any information confidential between you and the person you report this to.
- o) You will cooperate with Save the Children in any investigations of concerns reported under the Agreement and/or Call-Off Contract, and keep Save the Children promptly updated on any concerns reported under the Agreement and/or Call-Off Contract, including but not limited to actions taken by you in response.

Please contact your Save the Children representative if you have further questions.

ANNEX 3

CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS



Suppliers and manufacturers to Non Governmental Organisations (NGO's) 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.

Disclaimer

This Code of Conduct does not supersede IAPG Members' individual Codes of Conduct. Suppliers are recommended to check the Agencies' own websites.

ANNEX 4

DATA PROCESSING

DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA UNDER THE AGREEMENT

This Annex sets out details of the processing of Customer Personal Data as part of the services to be carried out under the Agreement and/or a Call-Off Contract.

Subject matter and duration of the processing

The Customer Personal Data shall be processed in order to allow the Supplier to provide the services under the Agreement and/or a Call-Off Contract. *[Please insert further details on the subject matter of the processing of Customer Personal Data by the Supplier]*

The processing shall take place for the duration of the term of the Agreement, unless otherwise directed by the Customer and/or Framework Purchaser.

Nature and purpose of the processing

The Supplier is providing logistics services (land, sea and air transport) and on occasion custom clearance activities. The Supplier will receive requests for quotations and instructions from dedicated Customer and/or Framework Purchaser staff (Regional freight coordinators) who will use business contact details in their correspondence. The communication will include details regarding shipments (goods, size, weights, temperature requirements, etc) and collection and delivery addresses and contact names of entities (suppliers, Customer and/or Framework Purchaser warehouses, beneficiary locations).

Data subjects

The Customer Personal Data processed by the Supplier concerns the following categories of data subjects (based on information known at the contracting stage and are non-exhaustive): *(please tick applicable categories)*

- Customer and/or Framework Purchaser staff (including volunteers, interns, consultants)
- Project beneficiaries
- Household / relatives of Project beneficiaries
- Customer and/or Framework Purchaser sub-contractor or supplier employees
- Customer and/or Framework Purchaser donors
- Customer and/or Framework Purchaser visitors
- Customer and/or Framework Purchaser partner staff
- Members of the general public who contact the Customer and/or Framework Purchaser
- Other address details of Customer and/or Framework Purchaser consignees, which may include beneficiary addresses.

Categories of data (including any sensitive personal data, if relevant)

The Customer Personal Data processed by the Supplier concerns the following categories of data (based on information known at the contracting stage and are non-exhaustive): *(please tick applicable categories)*

Personal Data	Sensitive Data
<input checked="" type="checkbox"/> Names	<input type="checkbox"/> Racial or ethnic origin
<input type="checkbox"/> Dates of birth	<input type="checkbox"/> Genetic data or biometric data (e.g. finger print) for the purpose of uniquely identifying someone
<input checked="" type="checkbox"/> Addresses	<input type="checkbox"/> Data concerning physical or mental health (incl. medical records, medical history, pre-travel health and psychological well-being examinations) or sexual orientation
<input checked="" type="checkbox"/> Telephone or mobile numbers	<input type="checkbox"/> Data relating to someone's criminal convictions or offences
<input checked="" type="checkbox"/> Email addresses	<input type="checkbox"/> Political opinions
<input type="checkbox"/> Photos	<input type="checkbox"/> Religious or similar beliefs
<input type="checkbox"/> Identity document numbers (e.g. passport, birth certificates or national ID numbers)	<input type="checkbox"/> Trade union membership or activities
<input type="checkbox"/> Employment history	
<input checked="" type="checkbox"/> Online electronic data (e.g. location data, IP address, email communication, browser history)	
<input type="checkbox"/> Financial data (e.g. bank account details or income)	
<input type="checkbox"/> Immigration status	
<input type="checkbox"/> Family details	
<input type="checkbox"/> Other: information regarding Goods to be declared for Customer and/or Framework Purchaser shipments where the Customer and/or Framework Purchaser requests customs clearance.	

CLEAR ALL MANUAL DATA

COPY FPO

SAVE THE CHILDREN

FREIGHT PURCHASE ORDER

Version No. 1.1 / 15 Jul 2020

This Freight Purchase Order ("Purchase Order") is issued subject to the terms & conditions detailed in the signed Agreement that exists between Save The Children International (the "Customer") and the Freight Supplier (the "Supplier"). This Purchase Order incorporates the terms of the Agreement (including the Terms and Conditions at Annex 1) and forms part of a Call-Off Contract (as defined in the Agreement). For the avoidance of doubt, any other terms & conditions, including those of the Supplier which are attached to a quotation or invoice, shall not apply.

Date:	< Enter >	Associated FQR No:		Freight Purchase Order No:	< Enter >
Framework Agreement Reference		Ship From Country at Origin	Ship to Country at Destination	Associated Route Risk Assessment No(s) (if relevant)	
				< Enter >	< Enter >

FREIGHT SUPPLIER - NAME & ADDRESS		SAVE THE CHILDREN INVOICING - NAME & ADDRESS	
Company Name:		Contact Person:	< Select >
Contact Person:		Contact Phone:	
Contact Phone:		Contact Email:	
Contact Email:		Contact Address:	
Contact Address:			

GOODS SUPPLIER COLLECTION - NAME & ADDRESS	
Company Name / Contact Person:	< Select >
Contact Phone:	
Contact Email:	
Goods Collection Address:	

CONSIGNMENT DETAILS INFORMATION		GOODS CONSIGNEE - NAME & ADDRESS	
Shipment Priority:		Contact Person:	< Select >
Goods Supplier Incoterms*:		Contact Phone:	
Goods Required at Ship to City by Date:		Contact Email:	
Primary Mode of Transportation:		Ship to Address:	
Freight Supplier Incoterms*:			
Duty and Taxes Payable at Destination:			

INSURANCE AND BILLING TERMS		GOODS SHIP TO - NAME & ADDRESS	
Insurance Required:		Contact Person:	< Select >
Freight Billing:		Contact Phone:	
Additional Billing:		Contact Email:	
Freight Service Payment Terms:	Days	Ship to Address:	< Select >

*All Incoterms are according to INCOTERMS[®] 2020

**Please note the mandatory routing requirements

GOODS CHARACTERISTICS INFORMATION											
Goods Value:		Number of Handling Units:		Handling Units Specification:		Goods Packaged in a Stackable Format?					
Project code (7 digit)	SOF code (8 digit)	IPR no.	GPO no.	Description of Freight Service Required	Total Estimated Net Weight (kg)	Total Estimated Gross Weight (kg)	Total Estimated Volume (m ³)	General Cargo?	Temperature Controlled?	Narcotics?	Dangerous Goods?
< Enter >	< Enter >			Freight services to transport goods identified on GPO from Goods Supplier (see details above) to SCI nominated Name Place at Destination							

Note: for additional / specific details of the goods that require freight services, please see the associated Freight Quote Request (FQR) or Goods Purchase Order (GPO)

FREIGHT SUPPLIER CHARGING ELEMENTS DETAILS

Known International Freight Charge Elements - Actual Cost Incurred Shown

ORIGIN TRANSPORT CHARGES	FIXED ORIGIN ACCESSORIAL CHARGES	ORIGIN X-RAY CHARGES	ORIGIN SECURITY HANDLING CHARGES	PORT TO PORT RATE	COURIER CHARGES	DESTINATION PORT TO FINAL DESTINATION (Transport Costs)	FIXED DESTINATION ACCESSORIAL CHARGES	DOCUMENTATION HANDOVER FEE	FREIGHT INSURANCE	TOTAL KNOWN FREIGHT COST
										USD 0.00

Variable International Freight Charge Elements - Rate & Calculation Unit Shown

VARIABLE ORIGIN ACCESSORIAL CHARGES	ADDITIONAL ORIGIN HANDLING CHARGES	DESTINATION ADDITIONAL SCREENING CHARGES	DEMURRAGE CHARGES	VARIABLE DESTINATION ACCESSORIAL CHARGES	DESTINATION SECURITY CHARGES	DESTINATION CUSTOMS BROKERAGE CHARGES	DESTINATION STORAGE CHARGES	DESTINATION CUSTOMS AUTHORITIES INSPECTION	TOTAL VARIABLE FREIGHT COST
									USD 0.00

per shipment per shipment per shipment per day incurred per shipment per day incurred flat fee per day incurred per shipment per shipment

Note: the above variable charges are provided by the Freight Supplier where known. Where a rate for a variable charge is not known/provided it does not mean that the charge element will not be incurred

Additional Freight Supplier Comments:	
---------------------------------------	--

The Freight Purchase Order number must be quoted on all correspondence and documents including delivery note and invoice

Prepared by: Country Office Freight Procurement Lead	Authorised by Budget Holder (authorised under SoD):
Confirms accuracy of FPO and procedural compliance to SCI policies	Financial authorisation / verification of budget (commitment to spend)
Name:	< Select >
Position:	
Signature:	
Date:	

Freight Supplier Acceptance:	Freight Supplier Stamp (if not available then signatures only)
Name:	
Position:	

Signature:	
Date:	

--

CLEAR ALL MANUAL DATA

REFRESH FQR

COPY FQR

SAVE THE CHILDREN INTERNATIONAL

FREIGHT QUOTE REQUEST

Version No. 1.1 / 15 Aug 2020

Save the Children is an international Non-Governmental Organisation working to create lasting and positive change in the lives of children in need. We kindly request your best quotation for the below freight request. THIS IS NOT A (FREIGHT) PURCHASE ORDER. Should a Freight Purchase Order (Purchase Order) be placed subsequent to this quotation, this shall be governed by the signed Agreement that exists between Save the Children International (SCI) and the Supplier. For the avoidance of doubt, any other terms & conditions, including those of the Supplier which are attached to a quotation or invoice, shall not apply. The Framework Purchaser may, unless the Supplier expressly stipulates to the contrary, accept whatever part of the offer that it so wishes.

Date of Freight Quote Request	Associated IPR No(s):	< Enter >	Associated Goods PO No(s):	
< Enter >	Framework Agreement Reference:	N/A	Freight Quote Request No:	< Select >

FREIGHT SUPPLIER - CONTACT DETAILS		SAVE THE CHILDREN COUNTRY OFFICE - CONTACT DETAILS	
Company Name:	< Select >	Country Office Name:	< Select >
Contact Person:	< Select >	Contact Person:	< Select >
Contact Phone:		Contact Phone:	
Contact Email:		Contact Email:	
Contact Address:	< Select >	Contact Address:	

CONSIGNMENT DETAILS INFORMATION			
Shipment Priority:	< Select >	Save the Children Priority:	< Select >
Goods Ship from Origin		Goods Ship to Destination	
Estimated Date Goods Ready for Collection:	< Enter >	Goods Required at Named Place/Port by Date:	< Enter >
Goods Supplier Company Name:	< Select >	Required Primary Mode of Transportation:	< Select >
Goods Origin Country:	< Select >	Goods Ship to Country:	< Select >
Goods Supplier Incoterms*:		Freight Supplier Incoterms*:	< Select >
			<<< Select Freight Supplier Incoterm
			< Select >

*All Incoterms are according to INCOTERMS® 2020

Specific Save the Children Routing Information:	Leg 1	< Enter >	Additional Save the Children Quote Request
			< Enter >

GOODS CHARACTERISTICS INFORMATION			
Total Goods Value:	< Enter >	Total Net Weight:	< Enter > kg
Goods Value Currency:	USD	Total Gross Weight:	< Enter > kg
		Total Volume:	< Enter > m ³
Does the Consignment Contains General Cargo?	< Select >	Does the Consignment Contain Temperature Controlled?	< Select >
		Does the Consignment Contain Narcotics?	< Select >
		Does the Consignment Contain Dangerous Goods?	< Select >

INSURANCE AND BILLING TERMS			
Freight Insurance Required?	No	Freight Billing:	Pre-Paid
		Additional Freight Billing:	Pre-Paid

FREIGHT SUPPLIER QUOTE DETAILS										
Known International Freight Charge Elements - Actual Costs Shown										
ORIGIN TRANSPORT CHARGES	FIXED ORIGIN ACCESSORIAL CHARGES	ORIGIN X-RAY CHARGES	ORIGIN SECURITY HANDLING CHARGES	PORT TO PORT RATE	COURIER CHARGES	DESTINATION PORT TO FINAL DESTINATION (Transport Costs)	FIXED DESTINATION ACCESSORIAL CHARGES	DOCUMENTATION HANDOVER FEE	FREIGHT INSURANCE	TOTAL QUOTED KNOWN FREIGHT COST
										USD 0.00

Variable International Freight Charge Elements - Rate & Calculation Unit Shown										
VARIABLE ORIGIN ACCESSORIAL CHARGES	ADDITIONAL ORIGIN HANDLING CHARGES	ADDITIONAL DESTINATION SCREENING CHARGES	DEMURRAGE CHARGES	VARIABLE DESTINATION ACCESSORIAL CHARGES	DESTINATION SECURITY CHARGES	DESTINATION CUSTOMS BROKERAGE CHARGES	DESTINATION STORAGE CHARGES	DESTINATION CUSTOMS AUTHORITIES INSPECTION	DESTINATION DUTIES AND TAX CHARGES	TOTAL QUOTED VARIABLE FREIGHT COST
										USD 0.00

per shipment per shipment per shipment per day incurred per shipment per day incurred flat fee per day incurred per shipment per shipment


Note: the above variable charges are to provided by the Freight Supplier where known. Where a rate for a variable charge is not known it does not mean that the charge element will not be incurred

Specified Freight Routing Information				ETD	Est. Lead-Time	Freight Service Payment Terms:		
						45	Days	
				DD/MM/YYYY	Days			

Quote Valid from:		Additional Freight Supplier Comments:	
Quote Valid until:			

Freight Supplier Confirmation of Offer		Freight Supplier Stamp / Signature	
Name:			
Position:			
Date:			

*Note: All Incoterms are according to INCOTERMS® 2020

FORM title	QUALITY TECHNICAL AGREEMENT- TRANSPORT PROVIDERS	 Save the Children
FORM reference	SCI_SC_GDP_PUR_FORM_XXX	
Version	1	
Approved by (RP)	Shahbaz Sarwar	
Effective date	March 2020	
Review date	March 2020	
Procedure title and reference	Verification of SCI_SC_GDP_PUR_PRC_002	

**TECHNICAL AGREEMENT
For the transport and delivery
of Pharmaceuticals & Medical Supplies**

[DRAFT - Subject to negotiation]

This agreement is between:

Save the Children International
St Vincent House,
30 Orange Street,
London, WC2H 7HH,
United Kingdom
(the CONTRACT GIVER)

and

[●]
(the CONTRACT ACCEPTOR)

Approved by:

Save the Children International:

Title	Name	Signed	Date

Copy to within Save the Children International

Title	Name	Signed	Date

Copy to within CONTRACT ACCEPTOR:

Title	Name	Signed	Date

Copy to within Save the Children International

Title	Name	Signed	Date

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1 SCOPE

This technical agreement (TA) defines the quality responsibilities of Save the Children International (SCI) and the Contract Acceptor for the distribution of medicinal products, as defined in the Human Medicines Regulation 2012 (as amended) and subsequent amendments, to SCI's own sites or the customer sites of SCI. These responsibilities will not be varied by either party without the written agreement of the other party.

The distribution of medicinal product is covered by numerous activities that may occur during the collection of products from Save the Children's suppliers through the distribution activity to the delivery address on the Purchase Order. The purpose of this TA is to ensure the quality and integrity of the products during all aspects of the distribution are clearly defined and comply to EU Guidelines on Good Distribution Practice.

To maintain the original quality of the Products, every activity in the distribution of Products should be carried out according to the European Commission Directive 2013/C343/01 and subsequent amendments, EU Guidelines on Good Distribution Practice (GDP) published 5 November 2013 and subsequent revisions thereof based upon the EC Directive, in addition to any subsequent Regulation or Statutory Instrument primarily concerned with quality assurance of Products and that this is maintained through adequate controls during the numerous activities which occur during the product distribution process.

The commercial terms for the provision of the Distribution Services are agreed in a separate commercial agreement.

Throughout the term of this Quality Technical Agreement [●] will be the control tower for all SCI movements. [●] will manage communication and administration in-line with GDP standards to [●] locations overseas.

2 DEFINITIONS

Adverse Event	Any incident or deviation from the expected norm, this may include unauthorised access to shipping containers or vehicles, temperature excursions, customs seizures or unpredicted delays at borders.
Audit	An independent, objective assurance and consulting activity designed to add value and improve an organisation's operations.
Ambient	A positive room temperature as defined on outer packaging typically ranging between: <ul style="list-style-type: none">• 8°C and 25°C; or• 15°C and 25°C; or• 15°C and 30°C; or• 8°C and 30°C.
Cool lines (Cold chain)	A positive temperature for refrigerated items as defined on packaging ranging between 2°C and 8°C

Batch Number	A distinctive combination of numbers and/or letters which uniquely identifies a batch on the labels, its batch record and corresponding certificates of analysis applied by Manufacture to the Product.
Change	Any act or process through which something becomes different which could impact the product quality, safety or efficacy.
Collection	The act of collecting the product from the agreed collection point for onward shipment to the address identified on the packaging and delivery documentation.
Complaint	A written note objecting to the quality, packaging or documentation of a product or the service.
Container	Any material employed by the Contract Acceptor in the packaging for transport of medicinal products including validated packaging which may contain one or more batch numbers, E.g., a box, a carton, a pallet, a pallet box or a shipping container.
Contamination	The undesired introduction of foreign matter from the contents of one container with the container containing medical Products.
Customer	Recipients of medical Products from SCI including SCI's own operations.
Dangerous Goods	Any article, substance or material classified as "Dangerous Goods" and which are packed, marked and labelled in accordance with the Limited Quantity section of the applicable model regulations ADR (International Agreement for the Carriage of Dangerous Goods by Road 2015), IATA (International Air Transport Association – Dangerous Goods Regulations 56 th Edition), IMDG (International Maritime Dangerous Goods Code) and which are deemed low risk for transportation and which are ordinarily small amounts over packed in an outer container and labelled as "LQ".
Deviation	An event where a process, supporting system or a combination of both are outside the approved operating parameters set out in this TA and which may have an adverse impact on Service provided by contract acceptor to SCI or an impact to product quality.
Distribution	The movement of Products from the Collection location to the consignee address inclusive of all modes and nodes, for both procured and gift in kind distribution.
Distribution Conditions	Set of parameters having influence on Product properties, e.g. time, temperature, humidity, vibration, radiation, air exposure, etc.
Frame work Agreement for the supply of freight services	Commercial contract between SCI and contract acceptor which documents the terms and conditions of the services.

Good Distribution Practice	European Commission Directive 2013/C343/01 and subsequent amendments, EU Guidelines on good Distribution Practice (GDP) of 5 November 2013 and subsequent revisions thereof based upon the EC Directive, in addition to any subsequent Regulation or Statutory Instrument primarily concerned with quality assurance of Products and that this is maintained through adequate controls during the numerous activities which occur during the Product distribution process.
Human Medicines Regulations 2012	The UK medicines legislation which set out a comprehensive regime: <ul style="list-style-type: none"> • for the authorisation of medicinal Products for human use • for the manufacture, import, distribution, sale and supply of those Products; • for their labelling and advertising; • for pharmacovigilance.
Labelling	The process of identifying a container.
Limited Quantity	Products or Dangerous Goods which are packed in small enough sizes to reduce the risks relating to Distribution and potential Contamination providing an acceptable level of safety.
Product	Medicinal products distributed by SCI and transported by contract acceptor.
Product Recall	The removal of a Product from the Distribution chain. The recall will be initiated by SCI.
Quality Assurance	A wide-ranging concept covering all matters that individually or collectively influence the quality of a Product. It is the totality of the arrangements made with the object of ensuring that Products are of the quality required for their intended use.
Quarantine	The status of finished Products isolated physically or by other effective means while a decision is awaited on their release, rejection or reprocessing.
Services	All Distribution services provided by contract acceptor in accordance with the Framework agreement and the Purchase Order for the supply of distribution services.
Shipping Unit	The aggregation of several Containers in to a single item for onward transportation.
Storage	The planned storing of Ambient Products during distribution, for a period of greater than 36 hours. Or the planned storing of cold chain products during distribution.
Sub-Contractor	An individual or company hired by the contract acceptor.
Temporary Storage	Where Products are held within an approved contract acceptor site or their subcontractor's depot for less than 36 hours for Ambient Product.

DRAFT

3 GENERAL TERMS AND CONDITIONS

- 3.1.** SCI and the Contract Acceptor undertake to conform to GDP in relation to each party's obligations regarding Distribution of Products.
- 3.2.** Except as required by law or regulation the Contract Acceptor undertakes not to vary any provisions of this TA other than by agreement with SCI and will consider adopting any new standards, specifications and procedures at the written request of SCI subject always to any requirement for the Framework Agreement (via change control process) to be amended because of any such requirement.
- 3.3.** This TA is effective on the date of the last Approver and will be reviewed and updated by SCI at least every 3 years after the Effective Date or on the termination or commencement of a new Framework Agreement. Any update will be treated by the parties as a variation of the TA in relation to 3.2 above. This TA shall terminate automatically upon termination of the Framework Agreement.
- 3.4.** GDP requires that a written contract exists between the Contract Giver and the Contract Acceptor relating to the provisions contained herein.
- 3.5.** The contract acceptor must provide documentation that meets the requirements set out in the Framework Agreement document.
- 3.6.** This TA is an integral part of the Framework Agreement and any Order between the Parties in respect of the Services are intended as a guide to handling packages in compliance with GDP.
- 3.7.** The validity, construction and performance of the TA shall be governed by English Law. Any dispute arising under or in connection with the TA shall be subject to the exclusive jurisdiction of the English courts to which the Parties irrevocably submit.
- 3.8.** The Contract Acceptor agrees not to store products at any premises, hubs, or vehicles for greater than 36 hours unless that site is authorised to store medicinal products for that duration or those set by the respective National Competent Authority.
- 3.9.** The Contract Acceptor agrees that where products need to be stored for more than 36 hours in the UK such premises, MHRA approved for the storage of medicinal products or where the National Regulatory Agency in the country does not require this then written confirmation from the National Regulatory Agency will be provided to confirm requirements. In either case Contract Acceptor will ensure that the quality and integrity of medicinal products will be maintained.

4 RESPONSIBILITIES

The responsibility matrix for SCI and contract acceptor is shown in Appendix B

APPENDIX A – Designated Contacts

Any QUALITY ASSURANCE MATTERS, e.g. customer complaints, emergency contact – out of hours

Save the Children International				
Name	Position	Email Address	Location Address	Contact number

THE CONTRACT ACCEPTOR				
Name	Position	Email Address	Location Address	Contact number

Any TECHNICAL MATTERS, e.g. specification, logistics issues,

Save the Children International				
Name	Position	Email Address	Location Address	Contact number

THE CONTRACT ACCEPTOR				
Name	Position	Email Address	Location Address	Contact number

APPENDIX B – TECHNICAL AGREEMENT RESPONSIBILITY MATRIX

A. DOCUMENTS	SCI	Contract Acceptor	Reference Number
Preparation of Technical Agreement.	X		A1
Approval of Technical Agreement.	X	X	A2
Agree and Sign Framework Agreement.	X	X	A3
Freight Purchase Order for supply of Services.	X		A4
Acceptance of Freight Purchase Order for supply of		X	A5

A. DOCUMENTS	SCI	Contract Acceptor	Reference Number
Services.			

B. ORGANISATION AND MANAGEMENT	SCI	Contract Acceptor	Reference Number
Ensure that the Contract Acceptor or the organisation, to which the Contract Acceptor belongs, is an entity that is appropriately authorised to perform the intended functions in terms of the applicable legislation in relation to maintaining the quality and integrity of distributed products.	X		B1
Ensure that there is an adequate organisational structure and adequate resources to fulfil defined duties within this quality technical agreement and that these those duties can be suitably performed.	X	X	B2
Ensure that adequate contingency measures are in place and staff can implement those measures which shall include a contact being available 24 hours each day.	X	X	B3
Ensure that in accordance with ISO 9001:2015 there is a suitable business continuity management plan and disaster recovery plan are in place to minimise the risk of Service disruption.		X	B4
A summary of the business continuity management plan is available to SCI on request.		X	B5
SCI acknowledge and agree that the business continuity management plan provided/available to it by the Contract Acceptor is adequate.	X		B6
Ensure there is in place managerial and technical teams with authority to identify and correct deviations from the established quality system for distribution of medicinal products.	X	X	B7

C. PERSONNEL	SCI	Contract Acceptor	Reference Number
Ensure personnel involved in management of this agreement and distribution of medicinal products have the relevant training, ability and experience.	X	X	C1
Individuals involved in delivery of Services to SCI within the Contract Acceptor will be trained in the appropriate applicable procedures and GDP		X	C2

C. PERSONNEL	SCI	Contract Acceptor	Reference Number
requirements set in the current EU GDP guidelines . Those individuals will have been deemed competent to meet these requirements.			
Any training provided by the Contract Acceptor must be documented in a training record for the individual concerned. The training records are monitored by the Contract Acceptor and are available to SCI, upon reasonable request for inspection. Verification of competency and understanding must be undertaken as part of the training process.		X	C3
Ensure training of personnel include training on product security, integrity and identification	X	X	C4

D. QUALITY MANAGEMENT	SCI	Contract Acceptor	Reference Number
The Contract Acceptor shall operate and maintain a quality management system which shall demonstrate the active participation of the management and individuals in the different Services involved and must cover all documentation generated for storage and distribution of and engagement of sub-contractors. The Contract Acceptor will ensure procedures are in place for managing the GDP activities relating to this agreement.		X	D1
A designated individual within the Contract Acceptor is identified and responsible for and oversees compliance arrangements in respect of quality management.		X	D2
All changes that have GDP impact will be handled by reference to a change control process. All changes affecting agreed processes in this TA will be notified to SCI prior to the change being carried out.		X	D3
There is a clear documentation trail in relation to Services and the documents must be available to SCI by way of Proof of Delivery (POD) Documentation. This documentation must be provided to SCI.		X	D4

D. QUALITY MANAGEMENT	SCI	Contract Acceptor	Reference Number
<p>If applicable, allow for an audit of the offices used by Contract Acceptor which control the Services supplied to SCI by SCI or its representative, subject to the Contract Acceptor's operational restrictions at any time, i.e. access to secure areas which are not allowed. A maximum of 3 SCI representatives will be given access for up to 2 days to inspect the facilities and quality management systems. The inspection will cover topics including, but not limited to:</p> <ul style="list-style-type: none"> • Correct implementation of the TA; • Efficiency of the quality management system, including customer complaint handling; • Bona Fides; • Documentation; • Monitoring of data; • Training; • Vehicles; • Equipment; • Facilities; • Sub-contractor agreements. 		X	D5
<p>The Responsible Person and/or Quality Manager of SCI will provide a written report within 30 calendar days of an inspection, to the Contract Acceptor detailing observations.</p>	X		D6
<p>The Contract Acceptor will provide SCI with a written response to the observations within 30 calendar days after receipt of the written report from SCI. The Contract Acceptor will, as far as is reasonable, rectify any agreed deficiencies noted as observations during the inspection by SCI and to the extent that any remedial action requires investment.</p>		X	D7
<p>The Contract Acceptor shall notify SCI if it is informed of any audits to be performed by regulatory bodies or competent authorities which relate to the Service and shall provide a copy of the outcome of the inspection.</p>		X	D8
<p>If the Contract Acceptor are audited by a regulatory body or competent authority and any issues arise relating to the Services provided by the Contract Acceptor, the Contract Acceptor will inform SCI within 5 working days and if requested will provide SCI with a copy of that inspection report and any review undertaken by it.</p>		X	D9
<p>Take reasonable steps to ensure compliance with any audit findings subject always to the change control procedure.</p>		X	D10

D. QUALITY MANAGEMENT	SCI	Contract Acceptor	Reference Number
Deviations from the TA will be notified by the Contract Acceptor to SCI no later than the following working day.		X	D11
The Contract Acceptor will trend Deviations on a 12-month rolling basis to monitor the performance and the quality of the Service. Resulting actions or recommendations will be reported to SCI.		X	D12
The Contract Acceptor has an annual internal audit schedule which is based on their own risk assessments as agreed by their senior management.		X	D13
The Contract Acceptor are responsible for ensuring that any sub-contractors are comprehensively assessed for their suitability for purpose and meet requirements of SCI. A general supplier agreement is in place with each sub-contractor, a copy of which may be supplied to SCI on request subject to any restrictions in relation to confidentiality.		X	D14

E. COLLECTION	SCI	Contract Acceptor	Reference Number
Provide the Contract Acceptor with the Purchase Order or relevant documentation required to collect the products from the SCI supplier	X		E1
Collection of Products from SCI collection address is performed against a documented procedure.		X	E2
All Products collected by the Contract Acceptor are checked for correctness (shipping unit) in accordance with the Purchase Order provided by SCI.		X	E3
Retain documentation relating to the Purchase Order for a minimum period of 5 years.		X	E4
Supply documentation relating to Products collected (i.e. Signed acceptance of collection) from the collection address stated on the Purchase Order.		X	E5
Records of collection contain enough information to enable traceability of the SCI's Products.		X	E6
To assure Products will be ready for collection at agreed times.	X		E7

F. TRANSPORTATION AND DELIVERY	SCI	Contract Acceptor	Reference Number
Services are provided in accordance with EC Directive (2013/C343/01) and in particular the EU GDP Guidelines and Chapter 9 thereof (with the exception of any temperature control obligations) and any subsequent amendment.		X	F1
Only temperature-controlled transport lanes will be used to transport the SCI Products to the port of entry. Subject to any findings of route risk assessments. Where local transport infrastructure provides a temperature-controlled transport lane this should be used.		X	F2
The overall responsibility for carrying out route risk assessments will be by SCI, however it is expected that the Contract Acceptor will input into this process by making available their own route risk assessments to SCI.	X		F3
Define the requirements for the use of temperature-controlled shipment containers including, but not limited to, sea containers, aviation containers and containers or vehicles used for road or rail transportation.	X		F4
Ensure that the use of temperature-controlled shipment containers is in accordance with SCI requirements and that selection is based on ability to maintain the storage conditions for the products transported.		X	F5
All relevant transportation and delivery documentation will be retained in a secure environment with limited access by authorised individuals for minimum 5 years. This includes password controls for electronic copies and secure storage controls for paper copies.	X	X	F6
Products are transported in properly prepared containers in such a way to ensure that: <ul style="list-style-type: none"> • Containers packed and labelled are not lost or defaced; • Products are secured properly and there are leakages. • Products are not contaminated by other Products; • Adequate precautions are taken against, spillage, breakage, misappropriation and theft; • Containers are secure and are not subjected to unacceptable, light, moisture or other adverse 		X	F7

F. TRANSPORTATION AND DELIVERY	SCI	Contract Acceptor	Reference Number
influence, or may be attacked by micro-organisms or pests; •			
To ensure the required conditions for temperatures of this TA for Products are maintained during transportation. Referring to Section F2.		X	F8
Immediately notify the quality contact of SCI by email and by phone of temperature excursions (outside the limits specified on the Purchase Order) identified during transportation.		X	F9
To ensure a tracking system (to the extent that this is utilised by the Contract Acceptor) used allows Products to be tracked during distribution to enable Save the children to know where product is during its journey (if required).		X	F10
The appropriate documentation to allow for the processing of Export and Import and other relevant documentation must accompany the shipment.		X	F11
To inform the quality contact in SCI about any shipment unit or product that is visibly or knowingly damaged during distribution.		X	F12
To decide if container or product that is visibly or knowingly damaged during distribution shall be returned or delivered.	X		F13
Loading and unloading of a vehicle will be carried out in minimum time with no Products left in vehicles for prolonged periods of time (more than 36 hours) at collection points or delivery destinations.		X	F14
To assure vehicles are not left unlocked during the transportation. Shipping container seal mechanisms must also to remain locked unless requested by Customs (or other Authority who are authorised) to be opened.		X	F15
Delivery is attempted of all Products to the destination address within the timescale stated and that the delivery is never left at an address which is not detailed on the Purchase Order.		X	F16
To ensure each delivery is received by the consignee appointed by SCI as per shipping request.		X	F17
In case the delivery address is different to the address provided by SCI. This is confirmed with SCI		X	F18

F. TRANSPORTATION AND DELIVERY	SCI	Contract Acceptor	Reference Number
before the delivery is released. E.G. The address is 45 x road, but the premises are located at 54 x road.			
There is a clear documentation trail in relation to Services and the documents must be available to SCI by way of Proof of Delivery (POD) Documentation. This documentation must be provided to SCI.		X	F19
Where temperature-controlled vehicles and freight containers are used they shall be subject to qualification and temperature mapping and routine maintenance and calibration at least annually.		X	F21
Temperature controlled vehicles and shipping containers with 30 minutes or less interval for the temperature measurement will be used to transport SCI Products, if available with reference to F2.		X	F22
To ensure temperature monitoring equipment is calibrated against national standards at least on an annual basis.		X	F23
Ensure appropriately assessed sub-contractors are used with prior approval from SCI		X	F24
Ensure a procedure is in place for investigating, handling and managing all temperature excursions during transportation		X	F25

G. QUALIFICATION AND VALIDATION OF EQUIPMENT	SCI	Contract Acceptor	Reference Number
Periodic review of the Service to ensure compliance with this TA.	X		G1

H. TECHNICAL COMPLAINTS	SCI	Contract Acceptor	Reference Number
SCI must inform the Contract Acceptor of a relevant Customer Service Complaint within 48 hours of receiving the Customer Complaint.	X		H1
The Contract Acceptor inform SCI about any Customer Complaint, Adverse Event related to the SCI Products within 24 hours.		X	H2

H. TECHNICAL COMPLAINTS	SCI	Contract Acceptor	Reference Number
A written procedure is in place for the handling of Customer Complaints, including the identification and completion of corrective and preventative actions with a formal report being produced which details: <ul style="list-style-type: none"> • Brief description of event; • Determination of the cause; • Quality impact; • Possible corrective and / or preventive actions. 		X	H3
Any Customer Complaint is documented, investigated and recorded as per the documented procedure.		X	H4
Any investigation should be completed within 5 days: if further time is required to properly complete the investigation SCI are informed.		X	H5

I. REJECTED, RETURNED, RECALLED AND SUSPECTED FALSIFIED PRODUCTS	SCI	Contract Acceptor	Reference Number
SCI will initiate or confirm a requirement for a return of Product and ensure returns are only applicable to product that has not left the UK for example delayed flights	X		I1
To ensure rejected or recalled Products which are returned from SCI are appropriately segregated and identified.		X	I2
The tracking reference assigned to a returned, rejected or recalled shipping unit must be able to be tracked (if required) during its return transport leg.		X	I3
Provision will be made for the proper and safe Transportation of returned, rejected or recalled Containers/Product.	X		I4
The necessary assessment will be carried out by authorised personnel and the decision regarding the disposition of the Products will be performed by the Responsible Person upon SCI approval.		X	I5
Ensure addresses notified to the Contract Acceptor for collection and delivery are legitimate in accordance with the applicable country laws/national competent authorities	X		I6
Ensure adequate security during transportation of medicinal products		X	I7

I. REJECTED, RETURNED, RECALLED AND SUSPECTED FALSIFIED PRODUCTS	SCI	Contract Acceptor	Reference Number
Ensure any products suspected to be falsified or defective are immediately reported to the relevant national competent authority and/or Marketing Authorisation Holder where applicable	X	X	I8

J. RETAINED RECORDS	SCI	Contract Acceptor	Reference Number
Records relating to this agreement and GDP will be retained for a minimum 5 years.	X	X	J1
To ensure only authorised personnel of the Contract Acceptor can maintain and access SCI Records.		X	J2
To ensure records are available to SCI upon request within 24hours.		X	J3

DRAFT

FRAMEWORK AGREEMENT FOR THE SUPPLY OF FREIGHT SERVICES

Contract reference number: [●]

DATED:

PARTIES:

- (1) **SAVE THE CHILDREN INTERNATIONAL**, whose registered office is at St Vincent House, 30 Orange St, London WC2H 7HH, United Kingdom (the *Customer*); and
 - (2) [●], whose registered office is at [●] (the *Supplier*),
- (each a *Party* and together, the *Parties*).

RECITALS:

- (A) The Customer has invited the Supplier to enter into this framework agreement (the *Agreement*) to provide services to the Customer and/or the Framework Purchasers from time to time on a call off basis.
- (B) This Agreement sets out the general principles applicable to all supplies of international freight services by the Supplier to the Framework Purchasers. The specific requirements applicable to each supply of services will be set out in each individual freight movement purchase order issued by the Framework Purchaser (*Purchase Order*).
- (C) The Supplier agrees to carry out any freight and/or storage services that the Framework Purchaser may require as specified by the Purchase Order for such remuneration as may be agreed between the Parties in accordance with the terms of this Agreement.

GENERAL PROVISIONS

1. Interpretation

- 1.1 *Framework Purchaser* shall mean the Customer or SCI Affiliate (as applicable) that enters into a Call-Off Contract with the Supplier by signing a Purchase Order.
- 1.2 *SCI Affiliate* shall mean any entity or branch that is, presently or in the future, a part of the network of Save the Children entities, including, without limitation, entities or branches established by, affiliated with, created on behalf of or as part of Save the Children Association (*SCA*) or the Customer together with in each case any successors or assignees of the Customer. Currently, such entities or branches would include SCA, other SCA and Customer subsidiaries or branches, Save the Children International US Inc. and Save the Children country, national and/or regional offices.
- 1.3 This Agreement incorporates the Terms and Conditions set out in Annex 1 (the *Terms and Conditions*), the Mandatory Policies set out in Annex 2 (the *Mandatory Policies*), the IAPG Code of Conduct set out in Annex 3 (the *IAPG Code of Conduct*) and the data processing details set out in Annex 4 (the *Data Processing Annex*).
- 1.4 The contract between (1) the Framework Purchaser and (2) the Supplier in respect of any order of services shall comprise:
 - (a) the terms of this Agreement (including the Terms and Conditions);
 - (b) the Mandatory Policies;

- (c) the IAPG Code of Conduct;
 - (d) the Data Processing Annex;
 - (e) the applicable final Purchase Order signed by the Framework Purchaser and the Supplier; and
 - (f) the final quality technical agreement agreed between the Parties in the form set out in Annex 7 (if applicable) (the *Quality Technical Agreement*),
- (together, a *Call-Off Contract*).

1.5 In the interpretation of this Agreement and/or any Call-Off Contract (as applicable), unless the context otherwise requires:

- (a) the headings are for convenience only and shall not affect interpretation;
- (b) this Agreement includes all Annexes;
- (c) the singular shall include the plural and vice versa;
- (d) references to “including” or “includes” shall be deemed to mean including without limitation;
- (e) if there is any conflict between the terms of the documents listed below, a term contained in a document higher in the list shall have priority over one contained lower in the list:
 - (i) the terms of this Agreement (excluding Annexes);
 - (ii) the Terms and Conditions;
 - (iii) the Mandatory Policies;
 - (iv) the Purchase Order;
 - (v) the Quality Technical Agreement;
 - (vi) the Data Processing Annex; and
 - (vii) the IAPG Code of Conduct.
- (f) if there is any conflict between the terms of this Agreement and/or Call-Off Contract and the terms of any relevant tender documents (including any request for quotation or invitation to tender and conditions of tendering), then the terms of this Agreement and/or Call-Off Contract (as applicable) shall prevail;
- (g) if the provisions of the Terms and Conditions impose conflicting obligations on a party, then the conflict shall be resolved by applying the term that imposes the higher standard or more onerous obligation on the relevant party; and
- (h) a reference to a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated from time to time.

2. **Duration and Commencement**

- 2.1 This Agreement shall commence once it has been duly executed by both Parties and shall continue in force for a period of three years (the **Initial Term**).
- 2.2 Unless this Agreement is terminated under Clause 20 of the Terms and Conditions, upon expiry of the Initial Term, this Agreement may be renewed for another two years, subject to the mutual written agreement of both Parties. If no agreement is reached one month prior to the expiry of the Initial Term, this Agreement shall automatically terminate at the end of the Initial Term.

3. **The Services**

- 3.1 Any Framework Purchaser may, at its absolute discretion and from time to time during the term of the Agreement, order specific services from the Supplier using the Customer's purchase order, a template version of which is attached as Annex 5 to this Agreement, in accordance with this Clause 3.
- 3.2 The Supplier agrees to supply to the Framework Purchaser, and the Framework Purchaser agrees to pay for, the services described in a Purchase Order (the **Services**), in accordance with each Call-Off Contract.
- 3.3 As part of performance of the Services, the Supplier acknowledges and agrees that it may owe obligations to the Customer (where the Framework Purchaser is not the Customer) as specified in this Agreement.
- 3.4 The Supplier shall provide the following services to the Customer in addition to any Services performed under a Call-Off Contract:
- (a) **[Note to Tenderers: To be discussed]**
- 3.5 When a Framework Purchaser issues a request for quotation (the **Request for Quotation**) for Services to be performed by the Supplier, the Supplier will provide a quotation for those Services (the **Quotation**) substantially in the form set out in Annex 6 of this Agreement. This Quotation must be provided (i) within two business days of receipt of the Request for Quotation; or (ii) if the Quotation includes duties and taxes, within five business days of receipt of the Request for Quotation.
- 3.6 The Supplier shall ensure that it provides competitive pricing in its Quotation and shall make continual efforts to reduce the costs that the Framework Purchaser pays for the Services.
- 3.7 The Quotation shall be calculated on the basis of the information included in the relevant Request for Quotation, considering in particular the Services to be performed, the nature, the weight, and the volume of the goods to be carried and the routes to be used. The Quotation shall be in USD and based on exchange rates in effect at the time the quotations are given.
- 3.8 The Framework Purchaser may request the Supplier submit a revised quotation, and the Supplier shall promptly comply with such request.
- 3.9 If and when the Framework Purchaser has accepted a Quotation, it will issue a Purchase Order to be signed by the Supplier and the Framework Purchaser. The price stipulated on

the Purchase Order shall be the price to be paid by the Framework Purchaser to the Supplier under the relevant Call-Off Contract (the *Price*).

- 3.10 Unless otherwise specified in a Purchase Order and/or Request for Quotation, the Price does not include duties, taxes, fees and taxation owed under any regulation, notably tax or customs regulations.
- 3.11 A Call-Off Contract shall be deemed to have been entered into once the applicable final Purchase Order has been signed by the Framework Purchaser and the Supplier in accordance with this Clause 3.

4. **Non-exclusivity**

4.1 The Parties acknowledge and agree that:

- (a) the Customer and/or a Framework Purchaser shall have the right, but not the obligation, to obtain Services from the Supplier;
- (b) unless otherwise specified in a Call-Off Contract, the Customer and/or Framework Purchasers give no guarantee and accept no liability for the volume of the Services which are instructed by the Customer and/or any Framework Purchaser to be performed by the Supplier and any indication of likely volumes is given as guidance only; and
- (c) the supply of Services under this Agreement or any Call-Off Contract is not an exclusive arrangement and the Customer and/or Framework Purchaser may purchase from any third-party services that are the same as, or comparable to, the Services performed by the Supplier.

5. **Counterparts**

5.1 This Agreement may be executed in any number of counterparts, each of which is an original but all of which together constitute one and the same instrument.

6. **Annexes to this Agreement**

- (a) Annex 1: Terms and Conditions.
- (b) Annex 2: Mandatory Save The Children International Policies.
- (c) Annex 3: The IAPG Code of Conduct.
- (d) Annex 4: Data Processing Annex.
- (e) Annex 5: Purchase order template.
- (f) Annex 6: Quotation template.
- (g) Annex 7: Quality technical agreement template.

**Signed for and on behalf of the
Customer:**

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Signature

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Signature

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Name

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Name

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Position

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Signed for and on behalf of the Supplier:

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Signature

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