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| Document title: | Framework Agreement for the Supply of Services SC-C-04A  *With non-GDPR data protection clauses* |
| Version: | 2 (minor updates for alignment with FWA templates) |
| Linked To: | Procurement Policy and Manual |
| Issue Date: | 13 January 2020 |
| Approved by: | Legal |
| Author: | Olivia Mak, Legal |
| Review Date: | January 2021 |

**COVER NOTE**

{**NB:** DELETE THIS COVER NOTE PRIOR TO SIGNING THE AGREEMENT}

**When should this document be used?**

This template should be used if SCI and the Supplier wish to enter into a long-term arrangement where there is a pre-agreed process for ordering services and a set of pre-agreed standard terms that will apply to each supply of services (including for instance specification, price and delivery lead times).

**How do I use this contract template?**

The template is designed so it can be used for most services but it should be amended to fit the context it will apply to. For more information on the types of services this template will need amendments for, see the *Frequently Asked Questions* section below.

The basic structure of the template is as follows:

|  |  |
| --- | --- |
| **Section of the template** | **Details** |
| Form of Agreement | The rules governing the framework relationship between SCI and the Supplier, including the process that should be followed if SCI wishes to order (‘call-off’) services under the framework agreement, and the standard terms and conditions that apply to each supply of services. |
| Schedule 1 (*Available Services*) and Schedule 3 (*Reference Charges and Payment Terms*) | Details about the services the Supplier is making available under the framework agreement, the reference prices for those services, and payment terms |
| Schedule 2 (*Purchase Order or Scope of Work form*) | A template document that will be signed by both parties each time SCI orders services from the Supplier. Once signed, this becomes a contract with a spend commitment. Multiple contracts can exist under the one framework agreement, with each contract being independent of others.  A country office or regional office listed in Schedule 5 as “Framework Purchaser” ordering services for itself under the framework (see explanation below and the Frequently Asked Questions section) should complete and issue a Purchase Order or Scope of Work Form. |
| Schedule 5 (*Framework Purchasers*) | If relevant, list in this schedule any SCI offices that will be allowed to order (call-off) services under this framework agreement. For instance, the East and Southern Africa Regional Office setting up a framework agreement for the entire ESA region should sign the framework agreement as “Customer” and should also list all the country and programming offices of that region in this schedule. |

This template contains [red text] that is optional and/or subject to change from purchase to purchase. Please review the highlighted text and insert the relevant details, if applicable.

This template also contains [*red italicised text*]. These are drafting notes included for your information and should be deleted from the final document.

**DRAFTING NOTES**

In addition to the drafting notes appearing in [*red italicised text*] within the template, please note:

**SCI Terms and Conditions**

The Terms and Conditions (Clauses 1 to 24) are mandatory and must not be amended, unless specifically marked. If you wish to amend any of those terms and conditions, please speak to the SCI Centre Legal Team or consult the Legal Manual once available.

**Schedules**

Schedules 1 (*Available Services*), 2, (*Purchase Order Form/Scope of Work Template*) and 3 (*Reference Charges and Payment Terms*) should be completed by the SCI office setting up the framework relationship.

Schedules 4 (*Mandatory Policies*) and 5 (*Data Protection*) are mandatory and must not be removed, replaced or amended unless specifically marked.

**Clause 4 of the Agreement – Price for the Services**

The template has been designed on the basis that fees and charges for services will be agreed at the outset and fixed for the duration of the framework agreement. If for a particular order the price has to be varied (for instance the cost of providing services in a particular area is higher), then the parties will have to document the variation in writing in the relevant ordering document (Purchase Order or Scope of Work).

**Clause 5 – How the supplier will invoice for services delivered**

The Agreement has been drafted on the basis that the Supplier will issue a separate invoice for each order.

**Clause 6 – if the Services ordered have to change for a reason**

This clause sets out a process for varying services already ordered. This is an optional clause.

Under this clause, the Supplier will provide SCI with information as to how the requested change will impact the service fees and delivery schedule so that SCI can decide if it wishes to continue with the change request, or if it wishes to keep to the original services ordered or cancel the order completely.

Note that if the order is cancelled, Clause 6 provides that SCI will reimburse the supplier for direct costs reasonably incurred prior to cancellation. Therefore, before varying services you should consider carefully what those costs might be, or clarify with the Supplier.

**Clause 19 - Data protection**

Until further notice, a Country Office (‘**CO**’) or Regional Office (‘**RO**’) needing to use a Services only Framework Agreement template should use template **SCI-C-04A** (which includes non-GDPR data protection clauses) when the following conditions are met:

1. Any personal data (any information relating to an identified or an identifiable individual such as name, data of birth, address, etc.) associated with the contract will be controlled, stored and processed at local **non - EU** RO/CO level only;
2. There is no involvement from SCI Centre;
3. None of the associated personal data shall be exported by the supplier outside of the country in which the agreement is entered into.

In these cases, it is SCI’s view that the European General Data Protection Regulation (‘GDPR’)[[1]](#footnote-2) does not apply because the processing of personal data:

1. does not take place in the UK or in the European Economic Area (‘EEA’); and
2. is exclusively in relation to activities related to the RO/CO which is entering in the agreement, which is located outside the UK and the EEA.

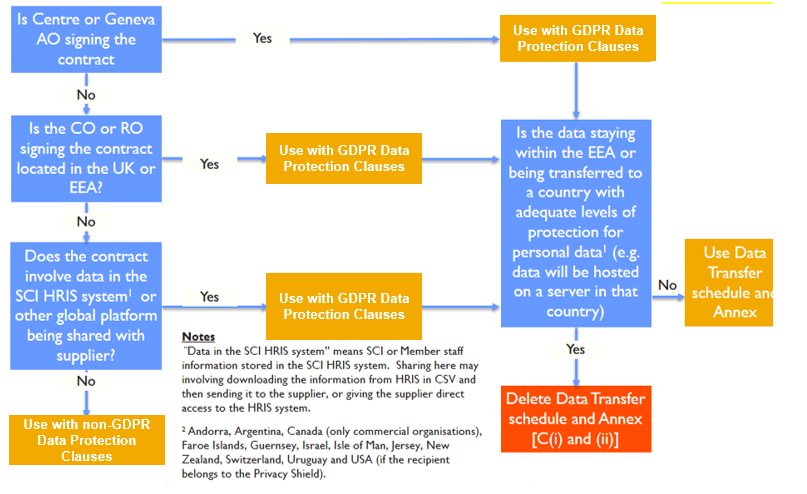
On this basis, the non-GDPR data protection clauses can be used. However, please note that the intent of the non-GDPR data protection clauses is not to reduce a supplier’s obligations to treat personal data in an appropriate way – rather it is to frame those obligations into what is hopefully a more user-friendly document than the European GDPR standard form template.

Privacy law, the application of GDPR standards, as well as evolving standards from other countries are regularly changing. As changes or new interpretations occur, we will update the guidance associated with these provisions, which may include introducing amendments into already existing agreements.

A Country Office or Regional Office needing to use a Services only Framework Agreement template should use template **SC-C-04B** (which includes GDPR data protection clauses) when the following conditions are met:

1. The agreement is associated with personal data from any of SCI global systems (such as HRIS and Agresso)
2. The agreement deals with instances where personal data will be transferred to the SCI Centre from RO/COs, or is otherwise to be transferred to the EEA.

The following flow chart has been created to help with this determination:



If you are unsure which template should be used, please contact the legal team ([legalcompliance@savethechildren.org](mailto:legalcompliance@savethechildren.org)).

**FREQUENTLY ASKED QUESTIONS**

***Can I change the governing law and jurisdiction clause?***

No, unless you have the prior approval of the Centre Legal Team or it is in line with SCI’s current position on contracting. Contact your Centre Legal Team focal point or see the Legal Manual once available for more information.

All SCI contract templates have been drafted with English law and English courts as its governing law and jurisdiction. The reason for this choice is that English law and courts are well regarded internationally for its certainty, stability and predictability in the interpretation of commercial contracts, and are chosen by global organisations like SCI to govern its most important transactions, including purchasing. SCI is also registered in England with staff based in London, meaning if there is ever a dispute, Centre can provide support.

***The supplier is happy to use the SCI template, but wants to negotiate some of the clauses.***

See the Legal Manual once available for further information.

***The supplier is insisting on using their own contract template. What should I do?***

SCI’s strong preference is to use SCI contract templates. SCI templates save time and money, stop you having to create something new every time, but most importantly minimise risks by ensuring the standard terms incorporate legal and donor obligations and are aligned to SCI policies and standards globally.

We recommend understanding first from the supplier the reason for the request (if the supplier was selected by tender, you should draw their attention to a condition of the bid which is that the bidder has to agree to contract using SCI T&Cs (see below)) and then speaking to your Centre Legal Team focal point for further guidance.

***We didn’t select the supplier using a tender. Can I still use this template?***

Yes. You should inform the supplier early in the process that we will be contracting using SCI T&Cs. A copy of this template can be shared with the prospective supplier if requested.

***Do I need local lawyers to review?***

Yes. The template has been drafted to meet English law requirements. If you are a country office or regional office using this template, your local lawyer should review the template in order to make sure, where relevant, it complies with local law (especially whether a local taxes or withholding provision needs to be added and Clauses 22 & 24 which relates to choice of law and use of arbitration).

***Can I create an order (contract) which will continue after the expiry date of the framework agreement?***

Yes. Under Clause 17.3(b) an order can have an end date beyond the expiry date of the framework agreement. However, once the framework agreement has expired, you will not be able to create a new order or agree an extension to an existing (but not expired) order.

***Are there types of services this template is not suited for?***

Yes. Although this template is designed for most services in mind, it is not suited for the following:

|  |  |  |
| --- | --- | --- |
| * IT (incl. SaaS, SaaP, tech support) | * Any type of charter service (fleet or air) and freight services |  |
| Cash transfer programmes \**SCI standard template is available* | * Construction services   \**SCI standard template is available* | * Insurance unless approval is received from the Global Head of Insurance |

Consult the Procurement Resources & Tools Site ([link](https://onenet.savethechildren.net/sci/ip/logistics/Pages/Logistics%20SOPs.aspx)) for a full list of contract templates available or speak to your Centre Legal Team contact for advice on which template to use.

If you are buying high risk or unusual services, additional provisions may need to be added to the template which your Centre Legal Team focal point can help with. For instance:

* **Creative services**,where SCI might need to license or own the intellectual property in the deliverable;
* **Supplier staff will be performing the services in the field**,and there is a need to allocate responsibility between the Supplier and SCI for their safety & security (e.g. travel insurance, obtaining pre-departure health clearances).

***I will be buying services from a supplier every month for the next three years and using fixed prices. However, the supplier is a local SME. Is this template right for me?***

Yes. This template is designed to suit long term (e.g. 3 year) arrangements with a supplier where a significant amount of repeat purchases are expected. If the relationship is expected to be short term (e.g. for a particular emergency) or if the purchasing is infrequent, it might be more appropriate to use a non-framework SCI contract template. If you have any concerns, speak to your Regional Procurement contact.

***The Centre or the Region has signed the framework agreement as purchaser. Can other Save the Children offices raise orders under the framework agreement?***

Yes, the template includes optional language that facilitates this type of set up. Note all orders will be individual contracts governed by the terms of the framework agreement, in particular the choice of governing law and jurisdiction.

To utilise this set-up:

* Remove the square brackets around the term “Framework Purchasers” throughout the template.
* Include in Schedule 5 details of those COs or ROs that will be allowed to raise orders under the framework agreement. A CO or RO not included in Schedule 5 cannot order services under the framework agreement. At any time, other COs or ROs can be added to Schedule 5 using Clause 23.6 (*Variation*).
* Clarify in Schedule 3 who should be invoiced for services ordered (note in accordance with Clause 5 that, the Supplier will issue separate invoices for each purchase order).

{**NB:** END OF COVER NOTE. PLEASE REMOVE THE COVER NOTE PRIOR TO SIGNING THE AGREEMENT}

**FRAMEWORK AGREEMENT FOR THE SUPPLY OF SERVICES**

SCI contract reference number: [insert]

**PARTIES**

1. **Save the Children International**,[*insert office and address details*] (the "**Customer**");and
2. [*Name of supplier*]*,* whose registered office is at [*address*] (the "**Supplier**"), (each a "**Party**" and, together, the "**Parties**").

**RECITALS**

1. The Customer has invited the Supplier to enter into this framework agreement (the “**Framework Agreement**” **or** “**Agreement**”) to provide services to the Customer[ and the Framework Purchasers] *[include if required]* from time to time on a call off basis.
2. This Framework Agreement sets out the general principles applicable to all supplies of services by the Supplier to the Customer[ and the Framework Purchasers]. *[include if required]* The specific provisions applicable to each supply of services will be set out in individual purchase order forms.

**GENERAL PROVISIONS**

1. **Definitions and interpretation**
   1. In this Agreement unless the context requires otherwise:
      1. **Applicable Laws**: means all applicable laws, rules, regulations or other requirements of regulatory authorities, as amended from time to time.
      2. **Case law and Guidance** includes relevant case law, guidance from the European Data Protection Board, the UK Information Commissioners’ office, or any EU Member State Data Protection Authority
      3. **Confidential Information**: information provided directly or indirectly by one Party (the "**Disclosing Party**"), its employees, agents or subcontractors concerning the Disclosing Party's business or its products or its services, to another Party (the "**Receiving Party**") on or after the date of the Agreement including all technical or commercial know-how, Specifications, inventions, processes or initiatives which have been marked as “confidential”, described as “confidential” or reasonably understood to be confidential. Such information may be provided in a number of ways, including without limitation, in oral or documentary or electronic form. Where the Disclosing Party is the Customer, Confidential Information will also include information concerning the business or operation of the SCA, its SCA members and associate members that the Supplier receives during the term of the Agreement.
      4. **Contract**: has the meaning given to it in Clause 3.3 of the Agreement.
      5. **Controller** means the entity or person which determines the purposes and means of the processing of personal data.
      6. **Deliverables**: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form of media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
      7. **EEA**: European Economic Area.
      8. [**Framework Purchasers:** means the entities listed in Schedule 5 which may be varied in accordance with Clause 23.6.] *[Delete if not applicable]*
      9. **Order**: any order of Services by the Customer pursuant to a Purchase Order Form or a Scope of Work.
      10. **Personal Data**: any information relating to an identified or an identifiable individual (data subject) as more particularly defined by operation of any applicable data protection legislation.
      11. **Processor** means the entity or person which processes personal data on behalf of the controller.
      12. **Purchase Order Form**: has the meaning given to it in Clause 3.2 of the Agreement.
      13. **Scope of Work:** has the meaning given to it in Clause 3.2 of the Agreement.
      14. **SCA**: Save the Children Association, a Swiss Association formed pursuant to Articles 60-79 of the Swiss Civil Code.
   2. If there is any conflict or ambiguity between the terms of the documents listed below, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list:
      1. this form of the Agreement;
      2. the Purchase Order Form;
      3. any tender documents including the invitation to tender and conditions of tendering. Where additional terms or particulars contained within those tender documents are not reflected in this Agreement and/or any Purchase Order Form, such terms or particulars shall not be incorporated into the Agreement and/or Contract unless the Customer has relied on them and entered into the Agreement and/or Contract on that basis; and
      4. any invoice or quotation provided by the Supplier.

For the avoidance of doubt, any terms and conditions attached to any invoice or quotation provided by the Supplier shall have no effect and shall not form part of the Agreement and/or any Contract.

* 1. In this Agreement, unless the context requires otherwise, the following rules apply:
     1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
     2. A reference to a party includes its personal representatives, successors or permitted assigns.
     3. [A reference to a “Party” or the “Customer” shall be interpreted to include a Framework Purchaser in the context of a provision relating to a Contract entered into between the Supplier and a Framework Purchaser.] *[include if required]*
     4. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
     5. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1. **Duration and Commencement**
   1. The Agreement shall commence on [insert commencement date] and shall end on [insert end date].
   2. The Agreement at the end of its initial term may be renewed for another [insert length of renewal], subject to the mutual agreement of both Parties. *[Delete this entire clause if not applicable*]
2. **Services**
   1. The Supplier is appointed to provide the services listed in Schedule 1 (the "**Services**").
   2. The Customer [and/or any Framework Purchaser] *[include if required]* 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 Form or a Scope of Work, a template version of which is attached as Schedule 2 to this Agreement.
   3. The contract between the Parties in respect of any individual order of Services will comprise the terms of this Agreement and the applicable Purchase Order Form and/or Scope of Work (together, the "**Contract**").
   4. The Parties acknowledge and agree that:
      1. the supply of services under this Agreement is not an exclusive arrangement;
      2. the Customer may purchase from any third party services that are the same as, or comparable to, the Services; and
      3. the Supplier may supply to any third party services that are the same as, or comparable to, the Services.
   5. No undertaking nor any form of statement, representation or obligation shall be made or be deemed to have been made by the Customer in respect of the total quantities of values of the Services to be ordered by them pursuant to this Agreement, and the Supplier acknowledges and agrees that it has not entered into this Agreement on the basis of any such undertaking, statement or representation.
3. **Price for the Services**
   1. The charges for Services called off from this Agreement shall be calculated in accordance with the rates set out in Schedule 3.
   2. The reference rates for the Services shall remain fixed for [the duration of this Agreement / \*\*\*[insert number of months]]. [The Parties shall conduct a review of the reference rates \*\*\*[insert number of months] after commencement of this Agreement.] *[Delete if not applicable or else amend as required. Delete clause 4.2 if the price is non-fixed]*
   3. The Supplier shall:
      1. provide a competitive price for the Services at all times; and
      2. advise the Customer of potential savings for every order placed by the Customer.
   4. Unless stated in the applicable Purchase Order Form or Scope of Work, fees and charges shall be deemed to include packing, labelling, carriage, insurance, delivery, royalties and licence fees (if applicable) and all other charges, taxes, national insurance, duties and impositions or other contributions which are or may be payable out of, or as a result of the receipt of, any fees or other monies paid or payable in connection with this Agreement and shall not be subject to alteration for any reason whatsoever.
4. **Invoicing and payment** 
   1. Invoices for the Services performed under a Contract shall be sent to the Customer on, or after, completion of [the Services/each phase of work] to the Customer’s satisfaction. Each invoice must quote the Customer’s order number, be in the currency stated in [Schedule 3/the applicable Purchase Order Form or Scope of Work] and addressed to the Customer contact specified in [Schedule 3/the applicable Purchase Order Form or Scope of Work]. *[Please choose applicable option]*
   2. Correctly rendered invoices will be paid within 45 days from the date of invoice. *[If you want to amend this please seek approval in accordance with the Procurement Manual]*

## The Customer reserves the right to withhold payment in respect of Services supplied which are defective, rejected or otherwise not in accordance with the requirements of the Agreement and/or any Contract.

## The Customer 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 the Agreement and/or any Contract.

## All invoices provided under this Contract must be accurate and complete including a correct purchase order number. Where any invoice provided under this Contract is rejected by the Customer on the grounds that the invoice is inaccurate or incomplete including if the purchase order number is inaccurate or missing, the Supplier shall re-submit a corrected invoice upon the Customer’s request. For the avoidance of doubt, correct invoices shall be payable within 45 days of receipt by the Customer. .

## In the event of any conflict or ambiguity between the Agreement and any Purchase Order Form or Scope of Work, the terms of the Agreement shall have priority.

1. **Change to Service specification *[optional clause – consider if it is appropriate to include]***

For each Order, the Customer may at any time, in writing, make reasonable changes in the Services described in a Purchase Order Form or Scope of Work. If any changes cause an increase or decrease in the cost of, or the time required for the supply or performance of, such Services, an equitable adjustment shall be made in Supplier’s fee or delivery schedule, or both. Any Supplier claim for an adjustment must be asserted within 10 days *[amend if required]* of Supplier’s receipt of the change notification, and must be approved in writing. If such adjustment cannot be agreed, the Customer may revert to the original specification or cancel the Order in which case it will reimburse the Supplier for any direct costs reasonably incurred by the Supplier prior to cancellation, which costs the Supplier will take all reasonable steps to minimise.

1. **Performance of Service**

## In providing the Services, the Supplier shall:

### ensure that the Services and Deliverables correspond with their description in the applicable Purchase Order Form or Scope of Work for each Order and any applicable specification, and that they comply with all applicable statutory and regulatory requirements;

### co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;

### perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

### use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

### provide all equipment, tools and vehicles and such other items as are required to provide the Services;

### use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;

### observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;

### not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and

### not infringe the rights of any third party or cause the Customer to infringe any such rights.

## The Supplier represents and warrants that it has obtained and shall make available to the Customer all licences, clearances, permissions, authorisations, consents and permits necessary for the supply of the Services to the Customer and that the Deliverables shall be fit for all purposes for which the Supplier is or ought reasonably to be aware that they are required by the Customer.

## The Customer reserves the right at any time to inspect work being undertaken in relation to supply of the Services, test the Services and inspect the premises where the Deliverables are being manufactured or stored. The Customer's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials, workmanship and/or care and skill are or have been used.

## If following such inspection or testing the Customer considers that the Services do not conform or are unlikely to comply with the Supplier's undertakings at Clause 7.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

* 1. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Services and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

## The Supplier shall perform the Services in accordance with the timing specified in the applicable Purchase Order Form or Scope of Work for each Order or as notified to the Supplier by the Customer. Time shall be of the essence in respect of this Clause 7.6.

## If the Supplier fails to comply with the time requirement referred to in Clause 7.6 the Customer, without prejudice to its other rights under the Contract, shall be under no obligation to make payment in respect of any Services which are not accepted.

## The Services shall be supplied at the destination and on the date or within the period specified in the applicable Purchase Order Form or Scope of Work for each Order and, in any event, during the Customer’s usual business hours or as instructed by the Customer.

## The Customer shall not be deemed to have accepted any Services until the Customer has had reasonable time to inspect them following performance.

## The Customer shall be entitled to reject any Services supplied which are not in accordance with the applicable Purchase Order Form or Scope of Work for each Order. If any goods that belong to the Customer or that the Customer has agreed to purchase are being transported as part of the Services, such goods shall be returned to the Customer without delay.

## If any Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Services which conform with the applicable Purchase Order Form or Scope of Work for each Order. Alternatively, the Customer may cancel the Contract, return any Deliverables to the Supplier at the Supplier's expense and claim costs and direct damages from the Supplier.

* 1. The Supplier shall ensure that it is available at the request of the Customer outside normal business hours, in order to address the requirements of any emergency in a timely fashion.
  2. The Supplier agrees that the Supplier Key Personnel listed in Schedule 1 or any Scope of Work will carry out the Services. The Supplier Key Personnel shall not be replaced before completion of the Services and without notice to the Customer unless:

1. the individual is unable to work due to illness or injury for a significant period: or
2. the individual leaves the employment of the Supplier; or
3. the individual is on statutory leave other than annual leave/study leave.
4. **Warranties**

## The Supplier warrants to the Customer that:

(a) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standards of quality as it is reasonable for the Customer 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 and has all necessary internal authorisations to approve the execution and performance under the Agreement and/or any Contract and will produce evidence of that action to the Customer on its request;

(c) it will ensure that the Customer is made aware of all relevant requirements of any applicable law, regulation or code of practice which applies or is relevant to the supply of the Services to the Customer;

(d) information in written or electronic format supplied by, or on behalf of, the Supplier to the Customer at any stage during the tender process, the negotiation process, the due diligence process or the term of the Agreement 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 without delay;

(e) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer;

(f) none of its directors or officers or any of the employees of the Supplier has any interest in any other supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any other transaction or arrangement with the Customer;

(g) the Supplier, and all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors, are not themselves, and are not or owned or controlled by any party that is, targeted by any Sanctions and Export Control Laws (as defined in Clause 10.3); and

(h) the Supplier is not aware of, and does not have any reason to suspect, any breach of Clause 10.3, and it is not aware and does not have any reason to suspect that performance of this Agreement and/or any Contract would put either party at risk of breaching any Sanctions and Export Control Laws.

## In case of any situation constituting or likely to lead to a breach of a warranty in Clause 8.1 during the term of the Agreement, the Supplier shall:

### notify the Customer in writing and without delay of such breach; and

### take all necessary steps to rectify this situation.

The Customer reserves the right to verify that the measures taken are appropriate and to request additional steps are taken within a specified time period. Failure to implement the requested measures may lead to the termination of the Agreement and/or any Contract. These rights are without prejudice to the Customer’s rights in Clause 17.

1. **Key contacts and service reviews** 
   1. The relevant contacts are as follows:

|  |  |  |
| --- | --- | --- |
|  | **Customer Contact** | **Supplier Contact** |
| *First contact* | Name: *[\*\*]*  Title: *[\*\*]*  Email address: *[\*\*]*  Tel: *[\*\*]* | Name: *[\*\*]*  Title: *[\*\*]*  Email address: *[\*\*]*  Tel: *[\*\*]* |
| *Second contract* | Name: *[\*\*]*  Title: *[\*\*]*  Email address: *[\*\*]*  Tel: *[\*\*]* | Name: *[\*\*]*  Title: *[\*\*]*  Email address: *[\*\*]*  Tel: *[\*\*]* |

* 1. Purchase Order Forms and Scopes of Work may only be issued by a Customer Contact named in this Agreement or someone identified to the Supplier by that Customer Contact as its authorised delegate.
  2. The Customer reserves the right to conduct a formal review of the Agreement after 12 months.
  3. Service review meetings for an Order shall be held according to the frequency set out in the applicable Purchase Order Form or Scope of Work or as otherwise agreed between the Parties. The review meetings shall comprise the Parties’ project managers designated in the applicable Purchase Order Form or Scope of Work.

1. **Compliance** 
   1. The Supplier, and its suppliers and sub-contractors shall observe the highest ethical standards and comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation’s international labour standards on child labour and forced labour) from time to time in force.
   2. The Supplier and its suppliers and sub-contractors shall not in any way:

##### 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,

##### be involved directly or indirectly in the manufacture or sale of arms;

##### have any business relations with governments for any war related purpose; or

##### transport the any goods that the Customer has agreed to purchase as part of the Services together with any military equipment.

## The Supplier shall (and shall also require that all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors shall):

### comply with all 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**"), as applicable, and maintain policies and procedures designed to ensure continued compliance with such Sanctions and Export Control Laws;

### 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 Contract (including, but not limited to, obtaining any required export licences required for the export of goods by or on behalf of the Supplier to the Customer or its agents [or any of the Framework Purchasers or their agents] at the relevant delivery address), and shall further inform the Customer [and the Framework Purchasers] 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 [or any of the Framework Purchasers] to apply for or obtain any further licences, authorisations or permissions

### 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 [or any of the Framework Purchasers] or received by the Supplier from the Customer [or any of the Framework Purchasers] in accordance with this agreement);

### the Supplier must 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, the Supplier has sought their consent;

### the Supplier must ensure that it regularly checks its staff, suppliers and sub-contractors against sanctions lists and must immediately inform the Customer of any apparent correlation;

### not do anything which would cause the Customer [or any of the Framework Purchasers] to be in breach of any Sanctions and Export Control Laws (including but not limited to supplying items from 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).

## No provision of this Agreement 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.

## The Supplier shall commit to the Customer’s zero tolerance approach towards sexual exploitation and abuse, harassment, sexual harassment, intimidation and bullying. The Supplier, and its suppliers and sub-contractors shall not in any way engage in any actual, attempted or threatened:

1. sexual exploitation or abuse of a child or children, including but not limited to physical or emotional abuse, exploitation, neglect or any other form of maltreatment;
2. sexual exploitation or abuse of adults in vulnerable populations, including but not limited to the Customer’s adult beneficiaries, and the Customer’s staff and representatives;
3. sexual harassment, harassment, intimidation or bullying of the Customer’s staff, representatives or of anyone you come into contact with while delivering the terms of this Contract.
   1. The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the Customer’s Supplier Sustainability Policy annexed to this Agreement (the “**Supplier Sustainability Policy**”), which includes but is not limited to the following individual policies:

### Child Safeguarding policy;

### Fraud, Bribery and Corruption policy;

### Human Trafficking and Modern Slavery policy;

### Protection from Sexual Exploitation and Abuse (PSEA) policy; and

### Anti-Harassment, Intimidation and Bullying policy,

## (The Supplier Sustainability Policy and policies listed under Clause 10.6(a) to (e) together, the “Mandatory Policies”).

## The Supplier shall take reasonable steps (including but not limited to 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 such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.

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

## The Supplier shall cooperate with the Customer on any investigations into alleged breaches of the Mandatory Policies, including but not limited to inspection and access to documents and personnel related to the breach, suspected or attempted breach.

## The Customer 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’s request, share any training or materials with any contractor, employee or other agent of the Supplier who will come into direct contact with the Customer’s personnel, beneficiaries or members of the vulnerable population, through the performance of the terms of this Contract.

1. **Audit**

## 11.1 The Supplier agrees to allow the Customer’s [and the Framework Purchasers’] employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information 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 Clause 10. The Supplier agrees the extension of such rights 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 a donor organisation of the Customer to carry 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.

1. **Indemnity**

## The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:

### breach of any warranty given by the Supplier in Clause 8;

### personal injury, death or damage to property caused to the Customer or its employees 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, its employees, agents or subcontractors;

### any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

### any claim made against the Customer 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 the Agreement and/or any Contract by the Supplier, its employees, agents or subcontractors;

### any claim made against the Customer by a third party for death, personal injury or damage to property 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, its employees, agents or subcontractors;

### any claim in respect of death or personal injury howsoever caused to any of the employees of the Supplier whilst at the premises of the Customer save where caused by the direct negligence of the Customer or its respective employees or agents;

### any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any Supplier Key Personnel against the Customer arising out of or in connection with the provision of the Services; and

* + 1. any claim in respect of all taxes, national insurance or other contributions arising out of or in connection with the provision of the Services, and any costs, claims, penalties, interest, expenses or proceedings arising out of or in connection with such taxes and contributions.

# Customer property

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (“**Customer Materials**”) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

# Customer’s name, branding and logo

# The Supplier shall not use the Customer’s name, branding or logo other than in accordance with the Customer’s written instructions or authorisation.

# Re-tendering

# The Supplier undertakes to fully co-operate with the Customer in relation to any tender process which may, at the option of the Customer, be carried out at any time in relation to the supply of any of the Services.

# Insurance

# During the term of the Agreement, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Agreement and/or any Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

1. **Termination** 
   1. The Customer may terminate the Agreement and/or any Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least [1 month’s] written notice. *[Amend as appropriate]*
   2. The Customer may terminate the Agreement and/or any Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if:

### the Supplier is in material breach of its obligations under the Agreement and/or any Contract;

### the Supplier is in breach of its obligations under the Agreement and/or any Contract and fails to remedy such breach (where the breach is capable of remedy) within 14 days of written request;

### the Supplier 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 the Supplier ceases, or threatens to cease, to carry on business;

### the Customer reasonably believes that any of the events mentioned above in paragraphs (a) through (c) is about to occur in relation to the Supplier and notifies the Supplier accordingly;

### the Customer believes, in its sole and absolute discretion, that continuing contractual relations with the Supplier may damage the reputation and/or resources of the Customer;

### the Customer believes, in its sole and absolute discretion, that the Supplier has or is engaged in corrupt, fraudulent, collusive or coercive practices or may have failed to comply with any laws relating to prohibited parties, terrorism or money laundering or has or is likely to breach the requirements of Clause 10;

### a donor ceases to provide the necessary funds for the Services or requires the Customer in writing to terminate the Agreement and/or a Contract; or

### the Customer reasonably believes that (i) the Supplier, or any of its directors, officers, employees, affiliates, agents, suppliers and subcontractors has breached Clause 10.3, or (ii) the Supplier, or any of its directors, officers, employees, affiliates, agents, suppliers and subcontractors is listed under or otherwise directly or indirectly targeted by, any Sanctions and Export Control Laws, or (iii) continued performance of this Contract would otherwise be restricted by, or would put either party at risk of breaching, any Sanctions and Export Control Laws..

* 1. Termination of Agreement and/or any Contract shall not affect:

### Clauses 7.1, 7.7, 7.9, 7.10, 7.11, 8, 12, 13, 14, 18, 19 and 24 which shall continue without limit in time;

### the Parties’ obligations existing under each Contract still in force at the time of termination, which shall survive and remain binding on each Party until the date on which the Supplier has discharged all its obligations under the relevant Contract. For the avoidance of doubt, any on-going Scope of Work shall continue after the termination of this Agreement under the terms of the relevant Contract until that Scope of Work terminates under its own terms or by agreement of the Parties (as the case may be); and

### any rights, liabilities or remedies arising under the Agreement and/or any Contract prior to such termination.

1. **Confidential Information**

## Subject to Clause 18.2 below, a Receiving Party shall:

### keep in strict confidence all Confidential Information provided directly or indirectly by a Disclosing Party, its employees, agents or subcontractors;

### restrict disclosure of Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement and/or any Contract; and

### ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

## Clause 18.1 shall not apply to Confidential Information to the extent that:

### the Confidential Information is required to be disclosed by law or any Governmental Authority. If the Receiving Party believes that this Clause 18.2(a) applies, it shall, as far as it is practicable and lawful to do so:

#### first consult the Disclosing Party to give the Disclosing Party an opportunity to contest the disclosure; and

#### take into account the Disclosing Party's reasonable requirements about the proposed form, timing, nature and extent of the disclosure;

### the Confidential Information is required to be disclosed for the purpose of any arbitral or judicial proceedings arising out of the Agreement and/or any Contract; or

### the Confidential Information is required to be disclosed to meet the obligations set out in Clause 11.

1. **Personal Data** 
   1. In addition to its obligations of Confidentiality, the Supplier, as Processor, shall ensure that in relation to any Personal Data:

### it shall process such Personal Data only in accordance with the Customer’s written instructions and only to the extent necessary for the purposes set out in this Agreement;

### such Personal Data is processed and transferred in accordance with the applicable data protection laws, regulatory guidelines and industry standards;

### the Supplier has in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected; and

### the Supplier has in place procedures so that any third party it authorises to have access to the Personal Data shall respect and maintain the confidentiality and security of such Personal Data. Any person acting under the authority of the Supplier shall be obliged to process the Personal Data only on the instructions of the Supplier; and

### the Supplier shall promptly comply with any request from the Customer requiring the Supplier to amend, transfer or delete such Personal Data.

* 1. Where the Supplier engages a third party contractor to process the Personal Data on its behalf, it shall do so [only with the consent of SCI and] by way of a written agreement with the third party contractor which imposes the same obligations on the contractor in relation to the security of the processing as are imposed on it under the terms of the Agreement and the applicable data protection laws. *[The red text gives SCI the option of consenting to the appointment of sub-contractors and third parties to process personal data. The wider the circle of individuals having access to the personal data, the less SCI will be able to control the way in which the data is being processed. SCI should therefore be careful when allowing the Supplier to appoint sub-contractors especially if the data involves beneficiary personal data or staff personal data beyond professional contact details. If unsure, we would recommend including the consent requirement, as this permits sub-contracting within SCI’s control.] If the supplier will not agree to this, the following can be used as an alternative:* [At least 30 days before the Supplier engages any sub-processor to carry out processing activities on Personal Data on behalf of the Customer, the Supplier will notify the Customer in writing of the details of that sub-processor. If the Customer objects to a sub-processor, then the Supplier will use reasonable endeavours to find an acceptable replacement sub-processor. Without prejudice to any termination rights the Customer has under the Agreement, if the Supplier cannot find a replacement sub-processor [within 21 days of the Customer objecting to the original sub-processor], the Customer may terminate the part of the supply to which the sub-processing relates].
  2. The Supplier shall notify the Customer within 5 business days of it receiving a request for access or other request, complaint, notification or communication in relation to such Personal Data from a person or entity other than the Customer (including a request from a governmental or regulatory authority) and shall provide the Customer with full co-operation and assistance in relation to any such request, complaint, notice or communication.
  3. The Supplier shall notify the Customer immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of such Personal Data and shall provide the Customer with full co-operation and assistance in relation to responding to and rectifying such incident.
  4. The Customer may, on giving at least 7 days' notice, inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Supplier.
  5. The Supplier shall not export the Personal Data outside [insert country] [Note: please insert the country in which the Personal Data will be processed].
  6. If regulatory or legislative rules, provisions become applicable, or Case law and Guidance become available, such that the protection afforded Personal Data under this Agreement is not sufficient, the Parties shall amend the Agreement as necessary to comply with all Applicable Laws.

1. **Notices**

## Any notice under or in connection with the Agreement and/or any Contract shall be given in writing to the address specified in the Agreement or to such other address as shall be notified from time to time in accordance with this clause. Notice shall be sent by prepaid first-class post, recorded delivery, e-mail or by commercial courier. All notices sent internationally shall be sent by courier or e-mail.

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

### if sent by prepaid first-class post or recorded delivery, on the second day after posting;

### if delivered by commercial courier, on the date that the courier's delivery receipt is signed; or

### if sent by e-mail, at 9:00am UK time on the next UK business day after transmission.

* 1. This Clause 20 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this provision, "writing" shall include e-mails.

# Force majeure

## Neither Party shall be liable for any failure or delay in performing its obligations under the Agreement and/or any Contract to the extent that such failure or delay is caused by a Force Majeure Event provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Agreement and/or any Contract.

## A “Force Majeure Event” means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, armed conflict, malicious damage, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters, or extreme adverse weather conditions.

## If any events or circumstances prevent the Supplier from carrying out its obligations under the Agreement and/or any Contract for a continuous period of more than 14 days, the Customer may terminate the Agreement and/or any Contract immediately by giving written notice to the Supplier in accordance with Clause 20.

# Dispute Resolution

## If any performance dates or service level is not met, or if a Party otherwise fails to perform its obligations under the Agreement and/or any Contract, then without prejudice to the Parties’ rights under the Agreement and/or any Contract, the relevant Party shall escalate the issue to the Customer and Supplier Contacts and then to their respective senior management for resolution (including agreeing any necessary changes or improvements within a settled timeframe).

## If having used reasonable endeavours to settle a dispute informally either Party considers the dispute cannot be so settled, either Party may give notice that the dispute is being referred to settlement by the courts of England and Wales, in accordance with Clause 24.

## Nothing in the Agreement shall prevent any party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive relief or other emergency or interim relief.

# General

## Assignment and subcontracting

### 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 and/or any Contract.

### The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Agreement and/or any Contract without the Customer's prior written consent.

## Severance

### If any court or competent authority finds that any provision of the Agreement and/or any Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement and/or any Contract shall not be affected.

### If any invalid, unenforceable or illegal provision of the Agreement and/or any Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## Waiver and cumulative remedies

### No waiver of any right or remedy under the Agreement and/or any Contract shall be effective unless it is in writing and signed by both Parties. No failure or delay by a Party in exercising any right or remedy under the Agreement and/or any 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.

### Unless specifically provided otherwise, rights arising under the Agreement and/or any Contract are cumulative and do not exclude rights provided by law.

## No partnership

## Nothing in the Agreement and/or any Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, nor constitute any Party the agent of another party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way. At no time shall the Supplier hold themselves (or any substitute or any Key Personnel) out as being an officer or employee of the customer or any of its affiliates, and the Supplier (or any substitute or any Key Personnel) shall not have any authority to conclude any contracts on behalf of the company or any of its affiliates or to enter into any legally binding commitment on its or their behalf.

## Third party rights

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

## Variation

## Any variation to the Agreement and/or any Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer.

## Entire agreement

## The Agreement (including, for the avoidance of doubt, any schedules thereto) and any applicable Purchase Order Form entered into between the Parties set out the whole agreement between the Parties in respect of the provision of the Services and supersede any previous draft, agreement, arrangement or understanding, whether in writing or not, relating to the provision of the Services. It is agreed that:

### no Party has relied on or shall have any claim or remedy arising under or in connection with any statement, representation, warranty or undertaking made by or on behalf of the other Party in relation to the provision of the Services that is not expressly set out in the Agreement and any applicable Purchase Order Form under which the relevant Services are being provided; and

### any terms or conditions implied by law in any jurisdiction in relation to the provision of the Services are excluded to the fullest extent permitted by law or, if incapable of exclusion, any rights or remedies in relation to them are irrevocably waived.

Nothing in this Clause 23.7 shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

1. **Governing law and jurisdiction**
   1. The Agreement and any Contract shall be governed by and construed in accordance with English law. The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Agreement and any Contract or their subject matter or formation (including non-contractual disputes or claims).
2. **Special terms and conditions**

*[Include any additional items as necessary which are not covered by the Contract, such as requirements from any Donor that must be passed down to the Supplier. It is important that any particular requirements of the Donor in the [Donor Conditions] [Fund summary] that are not otherwise contained in the Contract are included here. Delete this clause if it is not required.*

*Note for all procurements of goods or services for USAID grants, cooperative agreements where donor agreement was signed after 1st July 2015 please add the Supplier Contract Annex. This includes a USAID compliance clause. Also, consider requesting that the Modern Slavery and Human Trafficking Compliance Plan available* [*here*](https://savethechildren1.sharepoint.com/How/legal/Pages/humantrafficking.aspx) *is completed. ]*

|  |  |
| --- | --- |
| **Signed for and on behalf of the Supplier:** | **Signed for and on behalf of the Customer:** |
| ………………………………………………. Signature | ………………………………………………. Signature |
| ………………………………………………. Name | ………………………………………………. Name |
| ………………………………………………. Position | ………………………………………………. Position |
| Date:    *[Delete second signature if not required]* | Date: |
| Second signature for and on behalf of the Supplier: |
| ………………………………………………. Signature |
| ………………………………………………. Name |
| ………………………………………………. Position |
| Date: |

# SCHEDULE 1

# AVAILABLE SERVICES

1. **Service Description** [Detail the Services the supplier will provide under the framework]
2. **Specifications** [Detail the specifications for the Services (e.g. meet ISO quality)]
3. **Supplier Key Personnel** [List out the key supplier’s staff that are required to be available to provide the services, excluding for reasons beyond the supplier’s control including employee leaving supplier and statutory leave. Further detail about Supplier Key Personnel, including of any Supplier Project Team (where relevant), may be set out in the relevant Scope of Work.]
4. **Governance and Escalation** [List out the relevant individuals and, for the Key Personnel, their job titles. Further detail about escalation procedures may be set out in the relevant Scope of Work.]
5. **Service Levels** [Include any service levels, if applicable. For example, quote response times, order confirmation times, lead times to perform the service. Delete this if not required. Further detail about service levels may be set out in the relevant Scope of Work.]
6. **Timescales** [Set out the timetable for performing the Services. Further detail about timescales may be set out in the relevant Scope of Work.]
7. **Milestones** [Set out the milestones for the Services. Further detail about deliverable milestones may be set out in the relevant Scope of Work.]
8. **Deliverables** [Set out any general deliverables for the Services. More detailed deliverables, and deliverable milestones, may be set out in the relevant Scope of Work]
9. **Acceptance Criteria** [Set out any general criteria for accepting the Deliverables or the Milestones including timings for Acceptance and remedy for unaccepted Deliverables or Milestones (i.e Supplier to remedy at no additional cost to SCI). More detailed acceptance criteria may be set out in the relevant Scope of Work.]
10. **Assumptions / Dependencies** [Set out Supplier / SCI Assumptions / Dependencies.]
11. **Exit assistance** [Set out details of the exit assistance which the Supplier will provide to SCI]

# SCHEDULE 2

**PURCHASE ORDER FORM / SCOPE OF WORK TEMPLATE**

*[See SCI Order Form* [*SCI-PR-13A Purchase Order for Framework Agreements*](https://savethechildren1.sharepoint.com/:x:/r/How/SupplyChain/SCDocuments/Procurement/New%20Procurement%20Manual/Legal%20templates%20Jan%202018/SC-PR-13A%20Purchase%20Order%20for%20Framework%20Agreements%20v1.0%20.xlsx?d=w35bee799c1594adda7e0adb55cf23c85&csf=1&e=q7Tlmv)*, which is based on SCI-PR-13 Purchase Order template but tailored for use with a Framework Agreement* *OR SCI Scope of Work template on next page, which is drafted for Consultancy Services but may be updates for other forms of Services, as appropriate.]*

**S****COPE OF WORK**

This Scope of Work constitutes an order for Services by Save the Children International [insert country office if relevant] (“**SCI**” or “**Customer**”) under the framework agreement between SCI and [insert Supplier name] (the “**Supplier**”) dated [insert date framework contract was signed] with reference number [insert SCI reference number appearing on front page of the framework agreement] (the “**Agreement**”).

The Services are being ordered in connection with the [insert name of project and reference details, eg. SCI SoF] (the “**Project**”).

The provision of Services under this Scope of Work shall be in accordance with the terms and conditions set out in the Agreement, save as expressly varied in this Scope of Work. Capitalised terms and expressions used in this Scope of Work have the same meanings given to them in the Agreement, unless the context otherwise requires.

1. **Location**: The Supplier will provide the services at [insert locations]
2. **Duration:**

Commencement Date: [insert]

End Date: [insert]

1. **Objective:**

*[Copy from ToR taking into account any clarifications/amendments]*

1. **Deliverable summary:** *[The below table format is an example - amend as appropriate]*

The supplier will produce the below deliverables

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverable title** | **Format** | **Submit to** | **Delivery date** |
| *Inception report* | *Presentation* | *Project Board* | *12 October 2020* |
| *Draft business case* | *Completed SCI business case template* | *SCI Project lead* | *26 October 2020* |

1. **Acceptance criteria:** *[delete if not applicable and adjust period as appropriate]*

SCI will have a period of [15] working days (“Evaluation Period”) after provision of each deliverable or any part of each deliverable in accordance with this Scope of Work to verify that such deliverable or part thereof is not deficient and therefore deemed satisfactory.

1. **Deliverable milestones:**

The Supplier is responsible for the below activities

[List the activities the supplier will undertake in line with the agreed project approach/methodology. The below table format and contents is an example – amend as appropriate]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Milestone | Duration | Key activities | SCI responsibilities | SCI sign-off |
| *Internal analysis* | *Wks 0-1* | * *Data gathering and analysis* * *Stakeholder workshop* * *Field office visit* | *Provide appropriate sponsorship , stakeholders and SMEs as required* | *n/a* |
| *External analysis* | *Wks 1-2* | * *Market analysis* * *External interviews* | *Provide appropriate sponsorship , stakeholders and SMEs as required* | *n/a* |
| *Draft inception report* | *Wks 2-3* | * *Presentation of draft report to project team* | *Project team to provide feedback on inception report* | *Project team* |
| *Inception report* | *By end of Wk 4* | * *Presentation of final Inception report to Project board* | *To ensure availability of Project board* | *Project board* |

1. **Schedule:** *(delete if not applicable)*

[The Supplier’s agreed program can be inserted here. This should show the activities/tasks being undertaken each week for the duration of the services]

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Activity | Wk 1 | Wk 2 | Wk 3 | Wk 4 | Wk 5 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. **Supplier Project Team:** *[delete/amend as applicable]*

*[If a project team will be providing the services, detail who the team are using the table below and the amount of time they will be dedicating to the project.]*

*[For engagements based on a deliverable basis stipulate the ‘Minimum number of project days’. For engagements based on a daily or hourly rate basis stipulate the ‘Total days’]*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name | Grade / Years of relevant experience | Role | Total days | % of Time allocated to project |
|  | *Director* | * *Senior project oversight and quality assurance* | *5* | *5%* |
|  | *Senior Consultant* | * *Project lead* | *40* | *80%* |
|  | *Junior Consultant* | * *General Project support namely data gathering and analysis* | *25* | *50%* |

1. **Supplier Key Personnel:** *[delete if not applicable or if the same as set out in the main Agreement]*

*[If certain key personnel are required to provide the services for the duration of the contract, list them below]*

The Supplier agrees that the Supplier Key Personnel listed below will carry out the Services.

The Supplier Key Personnel are:

Name: [insert names and titles]

Name: [insert names and titles]

Name: [insert names and titles]

1. **Status Updates/Reporting:** *[delete if not applicable]*

*[If a reporting procedure is relevant to this contract, include the below provisions amended as appropriate]*

The SCI Project lead is: [insert name and title]

The Supplier will provide the SCI Project lead with the following:

* [insert type of status update/report, frequency and format]

Each status update shall be provided in [insert language] unless agreed in writing for it to be written in another language

The Supplier shall provide other status updates to the organisation, on reasonable notice during the term of the contract

If so required by SCI, the Supplier agrees to make all reasonable modifications and corrections to any update/report.

1. **Escalation Procedure:** *[Delete if already covered appropriately in main Agreement]*

In the case where escalation is needed, the following path will be followed:

|  |  |
| --- | --- |
| SCI | Supplier |
| [Insert job title] | [Insert name and contact details] |
| [Insert job title] | [Insert name and contact details] |

1. **Fees and Payment terms:**

**Payment Dates**

*[To better control costs, SCI preference is for payment to be linked to either deliverables, scheduled instalments or all in arrears upon satisfactory completion of the services. Amend the below as appropriate. (If seeking to pay in advance acquire prior legal approval)]*

SCI shall pay the Supplier the following sum(s) (the “**Fees**”) calculated in accordance with the rates set out in Schedule 3 to the Agreement:

* …………….. payable in [3] instalments, payable within 45 days of receipt by Save the Children of a valid invoice to be submitted as follows:
  + …………………on satisfactory completion of [insert deliverable].
  + ………………… on satisfactory completion of [insert deliverable].
  + ………………… on satisfactory completion of [insert deliverable].

In no event should the fees exceed [insert total cost]

No extra fee will be paid for any work beyond the agreed timeframes

The Fees are inclusive of all costs, overheads and expenses, including travel, subsistence and accommodation. *[amend as appropriate]*

*[Insert agreed rate card if different from the rate card set out in the main Agreement]*

Payment will only be made for the contractually agreed Services.

1. **Intellectual Property**

For the purposes of this section,

“Intellectual Property” means any patents, trademarks, rights in designs, copyrights and rights in databases (whether or not any of these are registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, created by or on behalf of the Supplier in the course of providing the Services or in the Work (unless otherwise agreed in writing by the parties).

“Work” means any documents, reports, designs and other work products produced by the Supplier in the course of providing the Services.

13.1 The Supplier agrees to assign (and in respect of copyright and database rights arising in the future, hereby assigns) all Intellectual Property for the full term of those rights, to the intent that those rights will immediately upon their creation vest in Save the Children. The Supplier agrees that it has no further right to compensation in respect of the same and that it will promptly disclose the existence of any such Intellectual Property to Save the Children.

13.2 At the request of Save the Children, the Supplier shall execute all such documents and do all such things reasonably required to enable Save the Children to obtain registration or other protection for the Intellectual Property and to vest ownership of the Intellectual Property in Save the Children. The Supplier hereby irrevocably and unconditionally waives in favour of Save the Children all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) in any materials made by it in the course of providing the Services and performing its obligations under this agreement.

13.3 The Supplier warrants that:

(a) it has full right, power and authority to enter into this agreement and assign the rights assigned under this agreement;

(b) it has not granted or given any licences or consents either expressly or impliedly to any other person to use the Work;

(c) the use of the Work or the Intellectual Property Rights in the Works by SCI will not infringe upon the rights of any third party.

13.4 The Work shall be the property of Save the Children and shall (at Save the Children’s option and request) be handed over to Save the Children or deleted from time to time on demand and in any event upon the termination or expiry of this agreement.

1. **Special Conditions**

*[Include in this section any other additional items as necessary which are not covered by the above headings, e.g. specific Donor Conditions that must be passed down to the Supplier; penalty provisions if payments are late; any contingency planning that may be needed]*

*[Each Scope of Work agreed under the Agreement must be signed by the parties]*

|  |  |  |
| --- | --- | --- |
| **Signed on behalf of *[insert Supplier name]*** |  | **Signed on behalf of Save the Children International *[insert country office if relevant]*** |
|  |  |  |
| Title: |  | Title: |
| Name: |  | Name: |
| Date: |  | Date: |

# SCHEDULE 3

**REFERENCE CHARGES AND PAYMENT TERMS**

1. **SoW Charges / Sow Rate card** *[Set out the charges for the Services]*
2. **[Materials and services charged to in addition to the SoW Charges]** *[Specify what these are and the anticipated charges for them. State any additional charges to be agreed in advance in writing]*
3. **Invoicing Instructions** *[Set out instructions for invoicing, who invoice should be invoiced to, currency of invoice**. If the Services are provided on an hourly basis include the following mandatory wording:]*

[The Customer shall pay the Supplier a fee of [insert amount and currency] per [hour OR day] [exclusive OR inclusive] of VAT.

Within 15 days of the last working day of the previous calendar [month] during the term, the Supplier shall submit to the Customer an invoice which gives details of the [hours OR days] the Supplier [or any permitted substitute] has worked during the [month] (“Timesheet”), the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that [month]. Should the Supplier fail to include the Timesheet with the invoice or submit a Timesheet, which in the reasonable opinion of the Customer is inaccurate, the Customer will reject the invoice and reserves the right to withhold payment for that [month]. The Customer reserves the right to request timesheets on a weekly basis. ]

**SCHEDULE 4:**

**SAVE THE CHILDREN SUPPLIER SUSTAINABILITY POLICY**

PART 1 - INTRODUCTION

**SAVE THE CHILDREN’S VALUES**: Save the Children’s vision is a “world in which every child attains the right to survival, protection, development and participation”. Our values are *creativity, accountability, integrity, collaboration and ambition.* Theseserve as overarching values to which suppliers of goods and services to Save the Children are expected to adhere.

**REFERENCE:** International Standards, Conventions and Principles such as the *UN Declaration on Human Rights* and other core Human Rights Treaties, including the *UN Convention on the Rights of the Child and the International Labour Standards on Child Labour & Forced Labour* (namely 138 and 182) are the foundations on which much of this Policy is based. Therefore, it is Save the Children’s expectation that any supplier will adhere to these principles.

**INTERPRETATION**: The [**Global Compact**](https://www.unglobalcompact.org/what-is-gc)**[[2]](#footnote-3)** (“Compact”)is a voluntary corporate citizenship community that sets the universal social and environmental principles, to meet the challenges of globalisation (a key foundation for the Compact is the *Guiding Principles on Business and Human Rights*). Save the Children encourages all suppliers to participate in the Compact. This policy addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption, and interpretation of this Policy should be undertaken in a manner consistent with the Compact.

PART 2 - SCOPE OF APPLICATION

* The provisions of this Policy set forth Save the Children’s expectations for suppliers that are registered with Save the Children, or with whom it does business.
* Save the Children expects that these standards apply to, and will be communicated to, suppliers’ employees, parent, subsidiary and / or affiliate entities, subcontractors, and their own suppliers.
* Suppliers will be required to sign a declaration of compliance in all bid submissions and supply contracts. **Save the Children's aim is to guide its suppliers over the long term to meet these standards. Those who will not be able to demonstrate their goodwill, may see their supply relationship called into question.**

PART 3 - CONTINUOUS IMPROVEMENT

* The provisions set forth in this Policy provide the minimum standards expected of suppliers.
* In addition, Save the Children expects suppliers to strive to exceed international and industry best practices and to ensure that their own suppliers and subcontractors aim to do the same.
* Save the Children recognises that reaching some of the standards established in this Policy is a dynamic rather than a static process and encourages suppliers to continually improve their operations accordingly.

PART 4 - MANAGEMENT, MONITORING AND EVALUATION

* Suppliers are required, as a minimum, to comply with compulsory standards in this Policy (“*must”* provisions), and to set clear goals and work-plans to achieve the other standards (“*should”* provisions).
* This may require active monitoring of its own operations through establishing appropriate management systems to track progress and compliance.

PART 5 – KEY PRINCIPLES AND SUPPLIER STANDARDS

* Suppliers must follow all local and international laws at all times. Where the standards of this Policy exceed any laws / regulations, the Supplier is expected to strive to adhere to these higher standards in addition to the relevant laws.
* If you become aware of any instances where the requirements of this Policy are not being met (e.g. safeguarding breach, fraudulent behaviour) please notify Save the Children immediately (contact details in [Part 6](#Part6)).
* For further information on each of the Supplier Standards below, please refer to these Mandatory Supplier Policies:
  + [*Human Trafficking & Modern Slavery Policy*](https://www.savethechildren.net/sites/www.savethechildren.net/files/SC-PR-13-Purchase-OrderTCs-v2.0%20Human%20Trafficking%20and%20Modern%20Slavery%20Policy%20English%20%281%29-14-15.pdf)
  + *[Protection from Sexual Exploitation & Abuse Policy](https://www.savethechildren.net/sites/www.savethechildren.net/files/SC-PR-13-Purchase-OrderTCs-v2.0%20Protection%20From%20Sexual%20Exploitation%20and%20Abuse%20Policy%20English%20%281%29-16-18.pdf)*
  + *[Anti-Harassment, Intimidation & Bullying Policy](https://www.savethechildren.net/sites/www.savethechildren.net/files/SC-PR-13-Purchase-OrderTCs-v2.0%20Anti%20Harassment%20Intimidation%20and%20Bullying%20Policy%20English%20%281%29-20-23.pdf)*
  + *[Fraud, Bribery & Corruption Policy & Procedure](https://www.savethechildren.net/sites/www.savethechildren.net/files/SC-PR-13-Purchase-OrderTCs-v2.0%20Fraud%20Bribery%20Corruption%20Policy%20English%20%281%29-10-13.pdf)*
  + *[Child Safeguarding Policy](https://www.savethechildren.net/sites/www.savethechildren.net/files/SC-PR-13-Purchase-OrderTCs-v2.0%20Child%20Safeguarding%20Policy%20English%20%281%29-5-9.pdf)*

**1 - KEY PRINCIPLES**

|  |  |  |
| --- | --- | --- |
| **1.1**  **1.2** | Obey all applicable international and local laws, legislation, and regulations  Elevate Social, Economic and Environmental Sustainability to the core of your decision making and ways of working | *All Standards* |
| **1.3** | Promote diversity, inclusion, and equality in ways of working, decision-making and treatment of staff | [*Standard 2 - Labour*](#Section1Labour) |
| **1.4** | Employ staff of an appropriate age |
| **1.5** | Pay all staff fairly and reasonably |
| **1.6** | Employ staff on a voluntary basis, with freely agreed documented terms of employment |
| **1.7**  **1.8** | Be a responsible employer, treat staff fairly and protect their health and safety  Ensure that workers and employees have a voice and are given the freedom of association |
| **1.9** | Grant staff the rights afforded under national and international Human Rights acts | [*Standard 3 – Human Rights*](#Section2HumanRights) |
| **1.10** | Ensure all staff are treated with dignity and respect |
| **1.11** | Minimise environmental impact (including waste, energy, emissions and water) as much as possible | [*Standard 4 - Environment*](#Section3Environment) |
| **1.12** | Adhere to the highest standards of moral and ethical conduct | [*Standard 5 – Ethical Conduct*](#Section4EthicalConduct) |
| **1.13** | Adopt a zero-tolerance approach towards fraud, bribery and corruption |
| **1.14** | Adopt a zero-tolerance policy towards any form of abuse, harmful practices, and behaviour being committed against children and adults, and take all available measures to prevent all forms of these | [*Standard 6 – Safeguarding*](#Section5ChildSafeguarding) |
| **1.15** | Act against all allegations and reports of exploitation, abuse, harassment, and any other form of misconduct |
| **1.16** | Do not engage in any form of discrimination, maltreatment, abuse, or poor safeguarding practices irrespective of a person’s socio-economic status, gender, age, disability, ethnic and tribal identity, faith or religious affiliation, and/or sexual orientation (Applies to during and out of working hours) |
| **1.17** | Protect and promote the land rights of communities, including indigenous people | [*Standard 7 – Community*](#Section6CommunityImpact) |

**SUPPLIER STANDARD 2 - LABOUR**

* 1. **MINIMUM WORKING AGE**
     1. ***Must*** adopt the highest applicable standard for working age based on the ILO Conventions and the laws of the country(s) where the contract is implemented (i.e. whichever age is the highest).
  2. **FORCED / COMPULSORY LABOUR**
     1. ***Must*** prohibit forced or compulsory labour / modern slavery in all forms.
  3. **MODERN SLAVERY AND HUMAN TRAFFICKING**
     1. ***Must*** not participate in, or support, Human Trafficking or Modern Slavery.
     2. ***Must*** not subject any people to exploitative or harmful labour.
  4. **CHILD LABOUR[[3]](#footnote-4)** 
     1. ***Must*** ensure that work opportunities provided to children of working age are decent.
     2. ***Must*** not employ persons under the age of 18 for work that is likely to harm their health, safety, or morals.
     3. *Should* work towards the effective elimination of child labour through your and your suppliers’ supply chains including identifying and supporting children and families where children are at risk of child labour, through a do no harm approach and through taking the best interest of the child into account.
  5. **DISCRIMINATION**
     1. ***Must*** not discriminate (in employment, pay, recruitment or any other processes) based on characteristics such as race, age, gender, religion, sexuality, disability, civil partnership or marriage, pregnancy, maternity etc.
  6. **HARASSMENT, INTIMIDATION AND BULLYING**
     1. ***Must*** ensure no staff are subject to harassment (sexual, verbal, physical, mental or visual), coercive behaviour, intimidation or bullying. This also includes behaviour directed towards Save the Children staff.
     2. ***Must*** ensure zero-tolerance towards any action that violates a person’s dignity, or creates an intimidating, hostile, degrading, humiliating or offensive environment.
  7. **WAGES AND WORKING HOURS**
     1. ***Must*** ensure workers are provided with a fair living wage[[4]](#footnote-5).
     2. ***Must*** not make deductions from wages other than those permitted under conditions as prescribed by the applicable law, regulations, or collective agreement. The supplier should inform concerned workers of such deductions.
     3. *Should* ensure workers are not required to work more than the regular and overtime hours allowed by the laws of the country where the workers are employed.
     4. *Should* use employment contracts for all staff to provide security.
     5. *Should* ensure your suppliers and subcontractors are paid fairly and on time as committed.
  8. **HEALTH AND SAFETY**
     1. ***Must*** ensure all applicable Occupational Health and Safety laws are adhered to.
     2. ***Must*** ensure all workplaces, machinery, equipment, and processes are safe and without risk to health.
     3. ***Must*** ensure adequate hygiene, health and safety measures are in place, and necessary and adequate protective clothing and equipment are provided to prevent the risk of accidents or of adverse effects on health.

**SUPPLIER STANDARD 3 – HUMAN RIGHTS**

* 1. **HUMAN RIGHTS**
     1. ***Must*** not be complicit in any Human Rights abuses or violations.
     2. ***Must*** ensure all staff are treated with dignity and respect, irrespective of their socio-economic status, gender, age, disability, ethnic and tribal identity, faith, or religious affiliation, and/or sexual orientation, and demonstrate the same values to the people they meet in relation to their employment.

**SUPPLIER STANDARD 4 - ENVIRONMENT**

Suppliers should reduce their negative environmental impact by adhering to the following standards[[5]](#footnote-6) :

**4.1 ENVIRONMENTAL**

* + 1. ***Must***, at all times, comply with existing environmental legislation and regulations.
  1. **IMPACT**
     1. *Should* develop environmental impact goals and implement an environmental policy, and where possible, include your own supplier’s / supply chains in the goals.
     2. *Should* measure and reduce, where possible, the negative environmental impact of your organisation and operations (e.g. biodiversity conservation, waste production, emissions, water usage etc.).
  2. **WASTE**
     1. *Should* adopt a work culture and business practices that endeavour to reduce waste throughout the lifecycle of your products and operations (this includes procurement, production / manufacturing, packaging, and transportation).
     2. *Should* avoid using materials that are dependent on finite resources, instead use materials of sustainable origin.
     3. *Should* review processes, operations and supply chains to maximise efficiency and reduce waste (including standardisation, sustainable practices, re-use of materials, recycling of waste, and disposal practices).
  3. **ENERGY AND EMISSIONS**
     1. *Should* adopt a work culture and practices that reduce emissions (e.g. CO2, N2O, Hydrocarbons etc.) in the lifecycle of your products and operations.
     2. *Should* have a clear understanding of your carbon footprint and a plan to reduce it.
     3. *Should* use alternative / green energy sources (e.g. solar power).
  4. **WATER** 
     1. *Should* minimise water usage / wastage and adopt water-saving technologies where possible.

**SUPPLIER STANDARD 5 – ETHICAL CONDUCT**

**5.1 CORRUPTION**

* + 1. ***Must*** not act in a dishonest manner or engage in any form of corrupt practices, including but not limited to extortion, fraud, tax evasion, money laundering and bribery.
    2. ***Must*** not attempt to improperly influence any Save the Children procurement process.
  1. **CONFLICT OF INTERESTS (incl. Post-Employment Restrictions)**
     1. ***Must*** disclose any actual, perceived, or potential Conflict of Interests. This may include a Save the Children employee / agent / member of their immediate family (or an organisation that employs any of this family), having any kind of interest or economic ties with a supplier.
     2. ***Must*** notify Save the Children if employment is given to any ex Save the Children staff members within 12 months of them ending their employment with Save the Children.
  2. **GIFTS AND HOSPITALITY**
     1. ***Must*** not provide, or attempt to provide, any type of gift, hospitality, holidays, goods / services, or other items of value to a Save the Children employee[[6]](#footnote-7).
  3. **SANCTIONS, AID DIVERSION AND EXPORT CONTROLS** 
     1. ***Must*** comply with applicable sanctions and export controls (so must not make funds or resources available to or for the benefit of any person / entity subject to restrictions), and obtain any necessary licenses.
     2. ***Must*** provide to Save the Children the names and dates of birth of key staff, to enable vetting.

**SUPPLIER STANDARD 6 - SAFEG****UARDING**

* 1. **CHILD**[[7]](#footnote-8) **AND ADULT SAFEGUARDING**
     1. ***Must*** comply with all relevant laws and regulations including ‘*United Nations Convention on the Rights of the Child*’, ‘*International Labour Standards on Child Labour & Forced Labour*’ etc.
     2. ***Must*** complete vetting / background checks on all perspective staff (permanent / temporary / casual) during recruitment.
     3. *Should* ensure staff are aware of the Safeguarding Policy[[8]](#footnote-9) and participate in Safeguarding trainings provided by Save the Children when offered.
     4. ***Must*** create and maintain a safe and inclusive environment, free from any form of discrimination, exploitation, abuse, harassment, intimidation, and bullying.
  2. **EXPLOITATION, ABUSE AND HARM** 
     1. ***Must*** ensure no staff is left alone with a child in the course of them delivering goods / services to Save the Children.
     2. ***Must*** ensure that no one shall be subjected to behaviour that has the purpose or effect of violating their dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.
     3. ***Must*** note that sexual activity with persons under the age of 18 is prohibited, regardless of the local age of minority / consent. Mistaken belief in the age of a person is not considered a defence.
     4. ***Must*** not physically, sexually or emotionally harm, or threaten to harm any child or adult.
     5. ***Must*** not engage in physical abuse, sexual abuse or harmful behaviour towards anyone.
     6. ***Must*** not engage in any form of coercive behaviour including physical and / or humiliating punishment.
     7. ***Must*** not exchange money, employment or other items or promises of value for any sexual activity that is exploitative.
     8. ***Must*** ensure adequate provisions (e.g. Health and Safety) are in place when carrying out works / services where children and adults may be at risk.

**SUPPLIER STANDARD 7 – COMMUNITY IMPACT**

**7.1 COMMUNITY STRENGTHENING AND LIVELIHOODS**

* + 1. *Should* act in a way that positively impacts local communities, improves their livelihoods and uplifts the local economy.
    2. *Should*, where possible, proactively engage and employ locally based suppliers.
    3. *Should,* where possible, procure goods / materials that are sourced and manufactured locally.
    4. *Should,* where possible, employ staff from local communities.
    5. *Should* proactively strengthen local suppliers through technical / operational / management training or support.
    6. *Should* respect the rights and title to property / land of the individual, indigenous people and local communities. All negotiations regarding their property or land must adhere to the principles of free, prior and informed consent, contract transparency and disclosure.
  1. **INDIGENOUS PEOPLE**
     1. *Should* respect the rights, cultures, and beliefs of indigenous people, and treat them in a culturally appropriate manner.
     2. *Should* avoid activity that may have an adverse impact on the indigenous population.
  2. **CULTURAL HERITAGE** 
     1. *Should* recognise and respect the importance of physical and non-physical cultural heritage in the community.

PART 6 – WHISTLEBLOWING / CONTACT US

* Save the Children commits to fair and transparent processes. Concerns should be submitted using the email addresses listed below. All issues will be reviewed and investigated discretely and appropriately.
* Safeguarding: [safeguarding@savethechildren.org](mailto:safeguarding@savethechildren.org)
* Whistleblowing: [whistleblowing@savethechildren.org](mailto:whistleblowing@savethechildren.org)
* Fraud: [scifraud@savethechildren.org](mailto:scifraud@savethechildren.org)
* Procurement Process / General: [procurement@savethechildren.org](mailto:procurement@savethechildren.org)

# [SCHEDULE 5 FRAMEWORK PURCHASERS] *[include if required]*

*[Each Regional Offices and/or Country Offices and/or Advocacy Offices that will be allowed under the Procurement Manual to call off services under this FWA must be listed here.*

*If all Regional and Country Offices will be allowed to call off services under this FWA, insert the following text:* All country and programming offices of SCI from time to time, a list of which is found in SCI’s Annual Trustee Report: https://www.savethechildren.net/about-us/our-finances.*]*

1. European General Data Protection Regulation (‘GDPR’) means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the **protection** of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), as it may be amended from time to time, and any applicable national laws, rules and regulations implementing it, including any successor laws arising out of the withdrawal of a Member State from the European Union. [↑](#footnote-ref-2)
2. <https://www.unglobalcompact.org/what-is-gc> [↑](#footnote-ref-3)
3. According to the ILO, Child Labour refers to work that deprives children of their childhood, their potential and their dignity. Child Labour also refers to work that is harmful to their physical and/or mental development. [↑](#footnote-ref-4)
4. A fair living wage is a total compensation package that meets, or exceeds, the legal minimum standards or the prevailing industry standards, whichever is higher. This will include:

   - Wages: paid in full and directly to the staff concerned, at regular intervals no longer than one month

   - Other benefits: including and not limited to, paid leave, parental leave, social protection, sick pay, overtime pay etc. [↑](#footnote-ref-5)
5. When this is not practical/possible, set a plan/ambition to achieve these standards in the future [↑](#footnote-ref-6)
6. Save the Children employees do not accept any type of gift or any offer of hospitality. [↑](#footnote-ref-7)
7. Child abuse consists of any act, or omission, which directly or indirectly harms children (any person under the age of 18 years old) or damages their prospect of a safe and healthy development into adulthood. [↑](#footnote-ref-8)
8. [*Child Safeguarding Policy*](https://www.savethechildren.net/sites/www.savethechildren.net/files/SC-PR-13-Purchase-OrderTCs-v2.0%20Child%20Safeguarding%20Policy%20English%20%281%29-5-9.pdf) [↑](#footnote-ref-9)