**CTP SERVICES FRAMEWORK AGREEMENT**

Contract ref no: **{SCI/\*\*/\*\*\*/\*\*\* (\*\*\*)}**

**PARTIES:**

**(1) Save the Children International**, of St. Vincent House, 30 Orange Street, London WC2H 7HH, United Kingdom, a UK incorporated entity (with registered company number 03732267) and registered charity (with registered charity number 1076822 in England and Wales), (“**SCI**”);

AND

**(2) {INSERT PARTNER/COMPANY NAME}**, {insert address details} (the “**Service Provider**”).

(The Service Provider and SCI are together the “**Parties**” and each a “**Party**”).

**Background**

The Service Provider agrees to supply to SCI and SCI agrees to acquire and pay for the Services (as defined below) on the terms of this CTP services framework agreement which comprises the contract terms and conditions below, any special conditions incorporated therein, any appendices and attachments thereto including the Scope of Work, each as may be amended from time to time (the "**Agreement**").

**Interpretation**

In the case of inconsistency or conflict between the terms of the Agreement and the tender documents including the Request for Proposal and conditions of tendering (the "Tender Documents"), the terms of the Agreement will prevail. Where additional terms or particulars contained within the Tender Documents are not reflected in the Agreement, such terms or particulars shall not be incorporated into the Agreement unless the SCI has relied on them and entered into the Agreement on that basis.

**TERMS AND CONDITIONS**

1. Definitions
   1. In this Agreement unless the context otherwise requires:-

|  |  |
| --- | --- |
| **Agents** | References to "Agents" in connection with the Service Provider include any payment or distribution agents, super agents and mobile cashiers providing Services. |
| **Beneficiary** | An individual or household selected to receive payments from time to time under a Project and notified to the Service Provider by SCI. |
| **Beneficiary Funds** | The amount to be transferred to the Beneficiaries. |
| **Confidential Information** | All business, financial, operational or other information or data whatsoever (including without limitation the existence and terms of this Agreement and/or any information related to the actual provision of the Services to SCI) and in whatever form stored or maintained, whether in oral, written, magnetic, digital or any other form relating to the Services. Confidential Information includes any Input Materials, technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by a party (“Party A”) to another party (“Party B”), Party B’s employees, agents, consultants or subcontractors, or any other confidential information concerning Party A’s business or its products which Party B may obtain. |
| **Deliverables** | All Documents, products and materials developed by the Service Provider or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications. |
| **Document** | Includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form. |
| **Donor** | Any organisation or person that donates funds to SCI from time to time for a Project. |
| **End Date** | {insert end date of the contract} |
| **Exit Plan** | An agreement between the parties setting out the steps to be taken on termination of the Agreement. Neither Party shall unreasonably withhold their agreement to such plan. The Exit Plan shall provide details of the orderly transition of the Services. No assets or personnel critical to the continuing delivery of the Services shall be removed by the Service Provider during the period of the Exit Plan. The restriction on the removal of personnel shall not apply where the Service Provider provides a suitably qualified replacement. If it is specified in a Scope of Work that an Exit Plan is required, the Exit Plan must be agreed between the parties within six months of the Start Date. |
| **Force Majeure Event** | Any unforeseeable exceptional situation or event beyond a Party’s control which is not attributable to error or negligence on its part (or on the part of its implementing partners, contractors or employees), and which proves insurmountable. A Force Majeure Event includes, without limitation, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities or armed conflict. |
| **Input Material** | All Documents, information and materials provided by SCI relating to the Services, including computer programs, Beneficiary details, reports and specifications. |
| **Intellectual Property Rights** | Patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. |
| **Key Personnel** | Any member of the Service Provider’s Team who is identified as being key in the relevant Scope of Work. |
| **Payment Cycle** | As defined in a Scope of Work. |
| **Personal Data** | Information provided to the Service Provider by another Party or collected by the Service Provider in relation to the Agreement which relates to Beneficiaries who can be identified from that information or from that information combined with other details. |
| **Prohibited Party** | An individual or entity that is proscribed or designated on an official government, EU or UN sanctions list for direct or indirect involvement in any activity, including but not limited to terrorism, on behalf of a sanctioned country. |
| **Project** | As defined in a Scope of Work. |
| **Project Manager** | As defined in a Scope of Work. |
| **Rate Card** | The rate card set out in Annex 4 |
| **SCI’s Equipment** | Assets, equipment and inventory purchased by SCI in relation to the Services and owned by SCI, and provided to the Service Provider or any of its sub-contractors for use in connection with the Services. |
| **Scope of Work** | The document identified as a Scope of Work, describing the Services required by SCI from time to time for a Project and agreed by the Parties for the purpose of this Agreement (as amended from time to time in accordance with this Agreement). |
| **Service Fees** | As defined in a Scope of Work. |
| **Service Provider’s Equipment** | Any equipment, including tools, systems, cabling or facilities, provided by the Service Provider or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement. |
| **Service Provider’s Team** | The Service Provider’s employees, consultants, agents, suppliers and subcontractors involved in the performance of the Services from time to time. |
| **Services** | The services to be supplied by the Service Provider under the Agreement, as set out in a Scope of Work. |
| **Start Date** | {insert start date of the Agreement} |

* 1. **Construction**

In this Agreement unless the context otherwise requires:

* + 1. references to a regulation shall include any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law, which is generally complied with by those to whom it is addressed) of any governmental or intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
    2. a reference to a law shall be to such law as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under such law;
    3. references to a person shall include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);
    4. words in the singular shall include the plural and words in the plural shall include the singular;
    5. a reference to a Recital, Clause, Schedule, Annex or to an Appendix shall be a reference to a recital to, clause of, schedule to, annex to or appendix to, this Agreement, unless otherwise expressly provided;
    6. headings are for ease of reference only.

1. Commencement and Duration
   1. The Service Provider shall make available to SCI, and SCI shall take on, Services specified in a Scope of Work agreed by the Parties from time to time. The provision of Services will be subject to the terms and conditions set out in this Agreement.
   2. The Parties acknowledge and agree that:
      1. the supply of Services under this Agreement is not an exclusive arrangement;
      2. SCI may purchase services from any third party that are the same as, or comparable to, the Services described in a Scope of Work; and
      3. the Service Provider may supply services to any third party that are the same as, or comparable to, the Services; and
      4. SCI will notify the Service Provider if it requires services for a Project and the parties will use reasonable efforts to agree a Scope of Work within the timeframe mutually agreed to allow a timely start to such Project.
   3. 1. This Agreement shall commence from the Start Date and shall continue until the End Date, unless the Agreement is terminated in accordance with Clause 13 (*Termination*) or extended by the Parties in accordance with this Agreement. For the avoidance of doubt, a termination of the Agreement will terminate all Scopes of Work.
      2. Each Scope of Work may be terminated or suspended in accordance with Clause 13 (*Termination*) or Clause 14 (*Force Majeure & Suspension) mutatis mutandis,* or extended by the Parties in accordance with this Agreement so long as any extension is within the duration of the Agreement.
2. Roles and Responsibilities
   1. The Service Provider shall provide the Services in accordance with a Scope of Work and shall allocate sufficient resources to the Services to enable it to comply with this obligation.
   2. Once a Scope of Work has been agreed, it must not be changed or altered in any way except by mutual agreement of the Parties.
   3. The Service Provider shall meet, and time is of the essence as to, any performance dates and times specified in a Scope of Work. If the Service Provider fails to do so, SCI may (without prejudice to any other rights it may have) exercise its rights under Clause 15 (*Remedies*).
   4. The Service Provider shall:
      1. co-operate with SCI, including but not limited to complying with any reasonable instructions given by SCI to the Service Provider, in all matters relating to the Services;
      2. ensure it has a designated Project Manager acting as the principal point of contact throughout the duration of this Agreement;
      3. procure the availability of the Key Personnel to provide the Services during the term of the Agreement;
      4. promptly inform SCI of the absence (or anticipated absence) of any member of the Key Personnel. If SCI requires, the Service Provider shall provide a suitably qualified replacement;
      5. not make any changes to the Key Personnel unless there is a suitably qualified replacement and with prior written notice to SCI;
      6. ensure that the Service Provider’s Team uses reasonable skill and care in the performance of the Services and follows all relevant legal rules and requirements when providing the Services;
      7. fully co-operate with SCI in relation to any tender or re-tender process which may, at the option of SCI, be carried out at any time in relation to the supply of any of the Services.

Before the date on which the Services are to start, the Service Provider shall obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to:

* + 1. the Services;
    2. the installation of SCI’s Equipment and the Service Provider’s Equipment (if any);
    3. the use of the Input Material and any third party Intellectual Property Rights in connection with the supply of the Services; and
    4. the use of all Documents, information (including Confidential Information) and materials provided by SCI or its agents, subcontractors, consultants or employees relating to the Services which existed prior to the commencement of the Agreement, including, computer programs, data, reports and specifications.

1. Payments
   1. The Service Fees payable by SCI for delivery of the Services by the Service Provider and the terms on which they shall be paid shall be specified in a Scope of Work.
   2. All payments shall be calculated in accordance with the rate card set out at Annex 4 – Payment Rate Annex
   3. Invoices covering payment in respect of materials purchased by, or services provided to, the Service Provider, or for reimbursement of expenses, shall be payable by SCI only if accompanied by relevant receipts and with the prior written agreement of SCI.
   4. SCI may at any time set off any liability of the Service Provider to SCI (including but not limited to any Beneficiary Funds reclaimed under Clause 6.1(g)) against any liability of SCI to that Service Provider.
   5. Under no circumstances shall the Service Provider have any recourse to Beneficiary Funds to:
      1. satisfy any liability of SCI to the Service Provider;
      2. satisfy any liability of any other Party;
      3. satisfy any liability to any third party;
      4. for any purpose other than discharging its obligations to SCI under the Agreement.
   6. Following reasonable discussion with the Service Provider as to the conformity of the Services with the Agreement, SCI 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 any Scope of Work.
   7. The Parties shall agree in the Scope of Work a process and timetable for how Beneficiary Funds will be transferred to Beneficiaries. In all cases, if SCI is required to first transfer an amount of cash due to be transferred as Beneficiary Funds to an account (including a mobile wallet account) in the name of a Service Provider or any third party, the Service Provider undertakes to ensure at all times:
      1. SCI has viewing-rights over the account;
      2. the account will be set-up to only receive funds from SCI or funds linked to SCI’s projects, and there will be no comingling in that account of SCI’s funds with funds belonging to the Service Provider or any other third party;
      3. any funds which are Beneficiary Funds and transferred into the account will be held in trust by the Service Provider and the Service Provider will take all reasonable steps to protect the Beneficiary Funds from claims of the Service Provider’s general (whether secured or unsecured) creditors in the event of its insolvency;
      4. it will have in place robust technical controls and operational protocols so that only persons properly authorised by SCI within the Service Provider’s platform can transfer funds from the account; and
      5. it will guarantee and indemnify SCI in full for any loss of funds from the account which is due to a breach of the undertakings in this clause 4.9
2. Quality of Service
   1. All Services supplied by the Service Provider to SCI hereunder shall:
      1. meet the standards required by this Agreement, be delivered with reasonable care and skill, be in accordance with recognised commercial practices and standards in the industry for similar services and not infringe the rights of any third party;
      2. conform with all descriptions and specifications provided to SCI by the Service Provider, including in a Scope of Work; and
      3. be provided in accordance with all applicable legislation and other legal requirements from time to time in force, and the Service Provider shall inform SCI as soon as it becomes aware of any changes in that legislation.
   2. SCI shall be entitled at all times, with reasonable notice, to inspect the supply of the Services in accordance with Clause 9.1 and, if necessary, propose changes to the Service Provider in order to improve the Services, but in no case shall such inspection relieve the Service Provider of any liability under this Agreement.
3. Service Standard
   1. The Service Provider agrees:
      1. to put in place internal controls and monitoring systems which are in line with the requirements of the relevant local regulatory body/ies to monitor the Services (including “know your customer” checks);
      2. to observe high standards of integrity and morals during the performance of its duties and obligations under this Agreement and to have regard to those standards when choosing agents, those who supply to the Service Provider or to whom the Service Provider sub-contracts work in relation to the Agreement;
      3. to suspend or remove any agent or member of the Service Provider’s Team from delivery of the Services (including on request of SCI) if it is proven, or there are reasonable grounds for believing or suspecting, that the agent or member of the Service Provider’s Team has or is currently engaged directly or indirectly in any forgeries, misappropriation or diversion of funds, fraud, bribery or corrupt practices, terrorism or money laundering, or dealings with Prohibited Parties or otherwise has or is likely to breach the requirements of Clause 8 (*Compliance*);
      4. to be subject to, and shall in relation to this Agreement act in accordance with, the IAPG Code of Conduct (if applicable, as appended hereto at Annex 3) and any local or international standards which are applicable for the Services;
      5. not to offer any illegal or corrupt payment or other benefit to SCI or any person in connection with the Services which is designed to influence its conduct for whatever reason;
      6. to ensure that it has in place and maintains with a reputable insurance company an adequate policy or policies of insurance providing an internationally acceptable level of cover in respect of all risks which may be incurred by the Service Provider arising out of or in connection with the Services.

Such insurance shall be maintained for the duration of the Agreement and the Service Provider shall produce, on demand, both the insurance certificates giving details of cover and the receipt for the current year’s premium. In the event that the Service Provider does not hold sufficient insurance, the Service Provider shall notify SCI and SCI may elect to exercise its rights (without prejudice to any other rights) under Clause 15 (*Remedies*); and

* + 1. that upon instruction from SCI, the Service Provider in accordance with any regulatory procedures as well as its own internal procedures shall reclaim any Beneficiary Funds that: (i) have been transferred to a person not entitled to payment under a Project; or (ii) are in excess of what is required to be paid, and remit the reclaimed funds to an account specified by SCI.

1. Warranties by the Service Provider
   1. The Service Provider warrants that:
      1. it complies with the international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour;
      2. it has all the necessary licences, consents and/or approvals necessary to provide the Services, including registration and licensing by the relevant regulatory body/ies, and will maintain throughout the term of the Agreement such registrations and licences;
      3. it operates within the regulatory framework(s) applicable to the payment services provided under this Agreement;
      4. its work place practices meet applicable corporate social responsibility standards;
      5. it shall not enter into any contract, make any promises, representations, warranties or guarantees on behalf of SCI except with the express written authority of SCI;
      6. it shall not infringe the rights of any third party or cause SCI to infringe any such rights;
      7. it shall not do, or omit to do, anything which may cause SCI to lose any licence, authority, consent or permission on which it relies for the purpose of conducting its business;
      8. it shall bring to the attention of SCI in a timely manner all information received by it which is likely to be useful or important to SCI in relation to the Agreement, subject to any duty of confidentiality owed by the Service Provider to a third party or sensitive business information which is not relevant to the provision of the Services;
      9. it shall observe all lawful directives, instructions and procedures in relation to the transfer of any funds from SCI. In the absence of any such directives, instructions or procedures, or any ambiguity in relation to such directives, instructions or procedures, the Service Provider shall consult with SCI;
      10. neither it, its supplier nor its subcontractors shall in any way be involved directly or indirectly with terrorism, in the manufacture or sale of arms or have any business relations with armed groups or governments for any war-related purpose or transport any goods relating to the Services together with any military equipment;
      11. it will not, and will procure that none of its employees, directors or officers will accept, any commission, inducement or other financial or non-financial benefit from any supplier or potential supplier of SCI;
      12. none of its directors or officers or any of the employees of the Service Provider to the best of its knowledge, information and belief has any interest in any supplier or potential supplier of SCI or is a party to, or otherwise interested in, any transaction or arrangement with SCI;
      13. it will ensure that any procurement process it undertakes in relation to the Services using funds advanced to it by SCI meets international good practice, untied and free of narrow national self-interest, using transparent processes, fair and open competition, and good contract management, including prevention of malpractice;
      14. it will only use agents, consultants or subcontractors that meet the criteria approved by SCI;
      15. it shall, in all correspondence and other dealings directly or indirectly in relation to a Project, clearly indicate that it is the service provider for SCI and is not acting as an agent of SCI;
      16. the Services will only be performed by appropriately qualified and trained personnel and agents, with due care and diligence and to such high standards of quality as it is reasonable for the Service Provider to provide in all the circumstances;
      17. it has undertaken, and will periodically undertake, appropriate due diligence and vetting in relation to the Service Provider Team, for the purposes of ensuring that the Service Provider complies at all times with Clause 8 (*Compliance*) of this Agreement;
      18. it will not use any funds received from SCI to meet the cost of import or customs duties or any similar fees imposed by the government, except where specifically agreed by SCI;
      19. 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 this Agreement and will produce evidence of that action to SCI on its reasonable request; and
      20. it shall ensure that SCI is made aware of all relevant requirements of any applicable law, regulation or code of practice, as well as any changes that require a modification in the provision of the Services. If there is a modification in the provision of the Services for whatever reason, the Service Provider shall provide SCI with a detailed explanation of the modification as soon as possible.
2. Compliance

**Child Safeguarding**

* 1. The Service Provider agrees to (and shall ensure that each member of the Service Provider’s Team is aware of, understands and will) comply with the SCI Child Safeguarding Policy (appended at Annex 1), as may be updated from time to time.
  2. SCI reserves the right to provide training on the SCI Child Safeguarding Policy for members of the Service Provider’s Team who will have direct responsibility for delivering the Services. The Service Provider shall ensure those members of its Service Provider’s Team attend any such training.

**Fraud, bribery and corruption**

* 1. The Service Provider shall (and will ensure that each member of its Service Provider’s Team shall) in connection with this Agreement:
     1. comply with all applicable laws, statutes, regulations and codes relating to fraud, bribery and corruption;
     2. recognise and abide by SCI’s zero tolerance policy towards fraud, bribery and corrupt practices (including those set out in the SCI Fraud, Bribery and Corruption Policy appended at Annex 2); and
     3. ensure that all funds associated with the Agreement (including but not limited to the Beneficiary Funds) are protected from all fraud, corruption, loss, misappropriation and misuse.

**Terrorism and money laundering**

* 1. The Service Provider shall (and shall ensure that each member of its Service Provider’s Team shall) in connection with this Agreement comply with all applicable laws, statutes, regulations and codes relating to Prohibited Parties, terrorism and money laundering.
  2. The Service Provider shall not (and shall ensure that each member of its Service Provider’s Team shall not) in connection with this Agreement:
     1. engage directly or indirectly in any financial transaction or other dealing with a Prohibited Party;
     2. be involved directly or indirectly with terrorism or have any business relations with armed groups or governments for any general or war-related purpose; or
     3. knowingly allow the Services and/or the Beneficiary Funds to be utilised for the purpose of directly or indirectly supporting terrorism, or transacting with Prohibited Parties or armed groups or those known or suspected to be associated with such parties.

**Reporting and actions**

* 1. The Service Provider shall (and will ensure that each member of the Service Provider’s Team shall) report immediately to SCI and keep SCI up to date on corresponding investigations and actions taken if at any time it becomes aware of or suspects:
     1. any forgery, fraud, misappropriation or diversion of funds, assets or resources;
     2. possible breaches of the SCI Child Safeguarding Policy;
     3. any request or demand for any undue financial or other advantage of any kind received by the Service Provider or any member of the Service Provider’s Team in connection with the performance of the Agreement and/or any other incidences of bribery or corruption; and
     4. any link whatsoever between the Service Provider and/or any member of the Service Provider’s Team and any organisation or individual who may be perceived to be linked in any way to terrorism or who appears on any sanctions list, including but not limited to any detected, suspected or attempted:
        1. financial transaction or other dealing with a Prohibited Party or terrorist group or those known or suspected to be associated with such parties; and
        2. diversion of assets, funds or resources to a Prohibited Party or terrorist group or those known or suspected to be associated with such parties.

**Internal policies**

* 1. The Service Provider shall maintain in place throughout the term of the Agreement internal policies and procedures (including training) to ensure compliance with this Clause 8, in particular internal policies and procedures on:
     1. fraud prevention, detection and investigation (and where agreed by the parties, the Service Provider shall implement specific fraud management processes);
     2. compliance with applicable bribery and anti-corruption laws;
     3. anti-terrorism financing and money laundering; and
     4. whistle-blowing by employees, agents and customers including Beneficiaries,

in each case in accordance with all applicable laws, regulatory guidelines and industry standards. The Service Provider shall ensure the members of its Service Provider’s Team are aware of and comply with such policies and procedures and shall enforce them where appropriate.

**Third parties**

* 1. The Service Provider shall ensure that any person associated with the Service Provider (including its agents, employees, suppliers, consultants and subcontractors, and their agents, employees, suppliers, consultants and subcontractors) who is performing services or providing goods in connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Service Provider above in this Clause 8 (the "**Relevant Terms**"). The Service Provider shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to SCI for any breach by such persons of any of the Relevant Terms.

1. Audit, Record Keeping, Access to Information and Reporting
   1. The Service Provider shall fully cooperate (and shall ensure a member of the Service Provider Team fully cooperates) with and allow SCI, the Donor or any of their respective representatives and appointed organisations access to (or facilitate their access to) project sites, agents, relevant books, documents, papers, records and other information (including information in electronic format) for the purpose of:
      1. inspecting, monitoring, evaluating and auditing the provision of the Services (including an independent closure audit on or after the date this Agreement terminates); or
      2. investigating any suspected fraud, corruption, misappropriation or diversion of funds, dealings with Prohibited Parties and other incidents.
   2. The Service Provider shall maintain or cause to be maintained in accordance with sound accounting practices detailed, accurate and up to date records and books of account showing all payments and transfers effected by the Service Provider in connection with this Agreement (including records of withdrawals at pay points) and the steps taken by the Service Provider to comply with Clause 8 for ten (10) years. The Service Provider shall ensure that such records and books of accounts are sufficient to enable SCI to verify the Service Provider’s compliance with its obligations under this clause.
   3. The Service Provider shall provide regular reports to SCI on the Services, as specified in a Scope of Work and other information in relation to the Project which SCI shall reasonably requests.
2. Service review
   1. Operational Service review meetings shall be held according to the frequency set out in a Scope of Work or as otherwise agreed between the parties and shall comprise the designated Project Managers from time to time of SCI and the Service Provider.
   2. A Strategic Service Review meeting shall be held at least quarterly between SCI and the Service Provider to discuss performance of the Agreement and future requirements.
   3. The Service Provider will provide a senior level Account Manager to attend this Strategic Service Review as a primary point of contact for SCI.
   4. Where reasonably requested, the Service Provider will ensure that the Account Manager will prepare and lead the quarterly Strategic Service Review Meeting.
   5. Service Provider’s staff will prepare reports in advance of this meeting showing the Service Performance across all SCI Projects.
   6. SCI will not reimburse any costs for attending and preparing for these meetings.
   7. If a Party wishes to change the scope or execution of the Services, that Party shall submit details of the requested change to the other in writing. Where such request has been submitted, the Service Provider shall, within a reasonable time (and in any event not more than thirty (30) days after receipt of SCI’s request), provide a written estimate to SCI of:
      * 1. the likely time required to implement the change;
        2. any necessary variations to the Service Provider’s charges arising from the change;
        3. the likely effect of the change on a Scope of Work; and
        4. any other impact of the change on this Agreement.
      1. Unless all Parties consent to a proposed change, there shall be no change to a Scope of Work or this Agreement.
      2. If all Parties consent to a proposed change, the change shall be made, only after agreement of the necessary variations to the Service Provider’s charges, the Services, any Scope of Work and any other relevant terms of this Agreement to take account of the change that has been reached and that this Agreement has been varied in accordance with Clause 10.2.
      3. If the Service Provider requests a change to the scope or execution of the Services in order to comply with any applicable safety or statutory requirements, and such changes do not materially affect the nature, scope of, or charges for the Services, SCI shall not unreasonably withhold or delay consent to it. Unless the Service Provider’s request was attributable to SCI’s non-compliance with SCI’s obligations, neither the Service Provider’s charges, any Scope of Work nor any other terms of this Agreement shall vary as a result of such change.
3. Dispute Resolution
   1. If any project milestone, service level or key performance indicator is not met during any month, or if a Party otherwise fails to perform its obligations under the Agreement, then without prejudice to the Parties’ rights under the Agreement, the relevant Party shall escalate the issue to the Parties' designated Project Managers and then to their respective senior management for resolution (including agreeing any necessary changes or improvements within a settled timeframe).
   2. If the Parties are unable to resolve the dispute within a further thirty (30) days, then the Parties shall attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. To initiate mediation the initiating Party must give notice in writing to the other Party and send a copy of the notice to CEDR. The mediation shall start no later than thirty (30) days after the notice is served. The Parties agree not to commence any court proceedings in relation to the dispute until they have attempted to settle the dispute by mediation and that mediation has either terminated or failed.
   3. Unless otherwise agreed in writing, the costs of any mediation carried out pursuant to this clause shall be shared equally between the Parties.
   4. 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.
4. Liabilities And Indemnities
   1. The Service Provider shall indemnify and hold SCI harmless against any and all claims, demands, costs, expenses, loss, damage or liabilities whatsoever which may be made, asserted, taken, filed or rendered against SCI arising from a breach or negligent performance or failure or delay in performance of this Agreement or applicable law by the Service Provider, including:
      1. any breach of any undertaking or warranty given by the Service Provider in Clause 4.9 (*Payments*), Clause 6 (*Service Standards*) or Clause 7 (*Warranties*);
      2. any act or omission of the Service Provider;
      3. any infringement of any third party’s Intellectual Property Rights or other rights arising out of the use or supply of the products of the Services (including the Deliverables);
      4. any claim made against SCI in respect of any loss or damage sustained by SCI’s employees, agents or subcontractors or by any customer or third party to the extent that such loss or damage was caused by or arises from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of the Agreement by the Service Provider;
      5. any loss or damage, including in respect of tangible property or personal injury, of whatsoever nature caused to SCI or for which SCI may be liable to third parties due to defects in the Services supplied (including all associated costs, liabilities and expenses including legal costs but excluding consequential losses) or any Services provided not being in accordance with the requirements of this Agreement or due to the gross negligence or wilful misconduct of the Service Provider or its personnel; and
      6. any claims in respect of death or personal injury howsoever caused to any member of the Service Provider’s Team whilst at the premises of SCI (including all associated costs, liabilities and expenses including legal costs) save where caused by the negligence of SCI or its respective employees or agents.
   2. Notwithstanding anything herein contained, in no event shall a Party be liable to the other for any claims arising out of or relating to loss of revenue, loss of profits, any incidental, punitive, indirect or consequential damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
   3. All indemnities contained within this Agreement shall survive the termination of this Agreement, howsoever occurring.
5. Termination of this Agreement
   1. A Party may terminate the Agreement at any time and for any reason by giving the other Party at least 4 months’ prior notice in writing.
   2. Any Scope of Work may be terminated at any time and for any reason by giving the other Party a certain amount of prior notice in writing as set out in the relevant Scope of Work.
   3. Either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:
      1. the other Party fails to make such payment on the due date for payment and remains in default for a period exceeding 60 days after being notified in writing to make such payment;
      2. the other Party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
      3. the other Party becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or corporate entity) becomes subject to an administration order or goes into liquidation or the other Party ceases, or threatens to cease, to carry on business.
   4. SCI may terminate the Agreement with immediate effect by giving written notice to the Service Provider if:
      1. the Donor ceases to provide the necessary funds for the Project or requires SCI in writing to terminate the Agreement;
      2. SCI reasonably believes that continuing contractual relations with the Service Provider may damage its reputation;
      3. SCI believes, at its sole and absolute discretion, that the Service Provider, either directly or through its personnel, the Service Provider’s Team or through a third party, has previously or is currently 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 8 (*Compliance*); or
   5. If this Agreement is terminated for any reason in accordance with Clause 13, the Service Provider shall co-operate with SCI and comply with its obligations in the Exit Plan. The Service Provider shall use all reasonable endeavours to supply appropriate skills to ensure the delivery of the Exit Plan.
   6. On termination or expiry of the Agreement the following provisions shall continue in force: Clause 9 (*Audit, Record Keeping, Access To Information And Reporting*), Clause 12 (*Liabilities and Indemnities*), Clause 13 (*Termination*), Clause 21 (*Personal Data and Confidential Information*), Clause 22 (*Intellectual Property*) and Clause 30 (*Governing Law*).
   7. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
   8. Upon termination or expiry of the Agreement, all remaining Beneficiary Funds (other than those irrevocably committed to being transferred to Beneficiary accounts before the date of termination or agreed between the Service Provider and SCI as being required to finalise activities), including any accrued interest, shall be returned to SCI’s bank account, to be designated by SCI.
6. Force Majeure and Suspension
   1. **Force Majeure**

If and to the extent that one of the Parties has been prevented from performing its contractual obligations by a Force Majeure Event, then in such case:

* + 1. any Party that is subject to a Force Majeure Event shall not be liable to the other in respect of any consequence in breach of the Agreement provided that:
       1. it promptly notifies the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
       2. it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
       3. it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible; and/or
       4. if the Force Majeure Event prevails for a continuous period of more than three (3) months, the Parties may at any time agree to terminate the Agreement on terms to be agreed by the Parties. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of the Agreement occurring prior to such termination.
  1. **Suspension**
     1. The Parties may agree from time to time to suspend the Services in whole or in part based on safety and security risk assessments.
     2. SCI shall be entitled to request the suspension of the Services in whole or in part, and the Service Provider shall without delay accede to this request, if:
        1. the Service Provider materially breaches the terms of this Agreement.
        2. the Donor requires the suspension of activities under the Project or the Project is suspended for any other reason;
        3. a suspension is required in order to:
           1. comply with applicable laws or requirements of regulatory authorities to which that Party is subject in any jurisdiction; or
           2. carry out any investigations into any suspected fraud, corruption, misappropriation or diversion of funds, dealings with Prohibited Parties or those who may be associated with terrorism or other incidents related to the Services.
     3. A suspension request shall be in writing and confirm the period of suspension and any condition(s) attached to the resumption of Services.
     4. Each Party shall bear its own associated costs and expenses associated with suspension of the Services.

1. Remedies
   1. Without prejudice to other terms of this Agreement, if any Services are not supplied in accordance with, or the Service Provider fails to comply with, any terms of the Agreement (including any Scope of Work), SCI shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:
      1. to suspend or rescind the Agreement;
      2. to require the Service Provider, without charge to SCI, to carry out such additional work as is necessary to correct the Service Provider's failure; and
      3. in any case, to claim such damages as it may have sustained in connection with the Service Provider’s breach (or breaches) of the Agreement not otherwise covered above.
2. Notices
   1. Any notice required to be given under this Agreement shall be in writing, addressed to the Party’s Project Manager and shall be deemed duly given if left at or sent by airmail to the address stated in the recitals or by email message to the address in a Scope of Work.
   2. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the Party to be served and if sent by airmail on the day (not being a Sunday or public holiday) 2 days after the day of posting or if served by email message upon the day such email message is sent.
3. Communications
   1. All publicity, press and promotions relating to the provision of the Services shall be approved in writing by the Parties before being made public.
4. Entire Agreement
   1. This Agreement sets out the entire agreement and understanding between the Parties or any of them in connection with the subject matter hereof.
   2. If any term or condition of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.
5. Amendments
   1. No variation of this Agreement shall be effective unless made in writing and signed by authorised signatories on behalf of all Parties.
6. Reliance On Representations And Warranties
   1. No Party has relied on any warranty or representation of any other Party except as expressly stated or referred to in this Agreement.
7. Personal Data and Confidential Information
   1. The Service Provider shall ensure that in relation to any Personal Data provided to it or collected as part of the Service:
      1. such Personal Data is processed and transferred in accordance with the applicable laws, regulatory guidelines and industry standards;
      2. the Service Provider 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
      3. the Service Provider 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 Service Provider shall be obliged to process the Personal Data only on the instructions of the Service Provider.
   2. The Service Provider shall notify SCI immediately upon becoming aware of the occurrence of any breach of any of its obligations in Clause 21.1.
   3. Where the Service Provider 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 laws.
   4. The Service Provider shall notify SCI within 5 working days of it receiving a request for access to Personal Data from a person or entity other than SCI (including a request from a governmental or regulatory authority).
   5. Without prejudice to Clauses 21.1 to 21.3 above, each Party shall hold Confidential Information in complete and strict confidence and use such information only for the purpose of performing its obligation under this Agreement. Each Party further agrees that it will not without the prior written consent of the other Party disclose or permit the disclosure of any part of the Confidential Information to any other person, firm or company, except:
      1. to such of its other employees, agents, consultants or subcontractors as need to know it for the purposes of discharging its obligations under the Agreement. The relevant Party shall ensure that its employees, agents, consultants or subcontractors to whom it discloses Confidential Information comply with this provision;
      2. to its auditors or legal advisors, other professional advisers or to any tax authority and/or to the extent required by law, a court of competent authority or any governmental or regulatory authority.
   6. All Input Materials, SCI Equipment and all other materials, equipment and tools, drawings, specifications and data supplied by SCI to the Service Provider shall, at all times, be and remain the exclusive property of SCI, but shall be held by the Service Provider in safe custody at its own risk and maintained and kept in good condition by the Service Provider until returned to SCI. They shall not be disposed of or used other than in accordance with SCI’s written instructions or authorisation.
8. Intellectual Property
   1. All Intellectual Property Rights in all material (including reports, data and designs, whether or not electronically stored) produced by the Service Provider or its personnel, members or representatives in the course of undertaking this project (the "**Material**") shall be the property of the Service Provider.
   2. The Service Provider hereby grants to SCI a worldwide, non-exclusive irrevocable and royalty free licence to use all the Material (where the term "use" shall mean, without limitation, the reproduction, publication and sub-licensing of all the Material) and the intellectual property rights therein for the purpose of the Project.
   3. Each Party agrees that it shall not use any other Party’s name, branding or logo without the prior written consent of the relevant Party.
9. Severance
   1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
   2. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
10. No Partnership or Agency
    1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
    2. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
11. Waivers

No failure by a Party to exercise and no delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

1. Cumulative rights

The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

1. Assignment and sub-contracting
   1. No Party shall be entitled to assign, transfer, sub-contract or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other Parties except that SCI may at any time, freely and on thirty (30) calendar days’ notice, assign any or all of its rights and obligations under this Agreement to any other member of the Save the Children Association.
   2. Where a Party requests consent to an assignment or subcontract pursuant to Clause 27.1, then, to help the other Party reach a decision on the proposed assignment or subcontract, the first Party shall provide the other Party with any information that the other Party may reasonably require about the proposed assignee or subcontractor. If the other Party gives its consent to the assignment or subcontract, the first Party shall implement an appropriate system of due diligence, audit, and training for its assignee or subcontractor designed to ensure its compliance with the requirements of the Agreement.
2. Counterparts

This Agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

1. Third Parties Act 1999

To the extent permitted by law, the provisions of the Contracts (Rights of Third Parties) Act 1999 shall be excluded such that no other party shall have any right under this Agreement.

1. Governing law
   1. This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and interpreted in accordance with English law.
   2. Subject always to compliance with the dispute resolution procedure laid down by the provisions of Clause 11 above, any dispute or disagreement arising out of or in connection with the Agreement which cannot be amicably settled amongst the Parties hereto shall be submitted to the courts of England and Wales.

THIS AGREEMENT is entered into by the Parties on the date above stated.

|  |  |
| --- | --- |
| Signed by {insert name}  {Insert role}  For and on behalf of  **{INSERT PARTNER/COMPANY NAME}** |  |

|  |
| --- |
| Signed by: {insert name}  {Insert role}  For and on behalf of  **SAVE THE CHILDREN INTERNATIONAL** |

APPENDIX A – Form of Scope of Work

The Services described in this Scope of Work will be provided under the terms and conditions set out in the services framework agreement between Save the Children International (“**SCI**”) and {*insert name of Service Provider}* (“**Service Provider**”) dated {insert date contract is signed} (the “**Agreement**”).

The start date of the Services described in this Scope of Work will be {insert start date for Services described in this Scope of Work} and will end on {insert end date for the Services described in this Scope of Work}, as may be extended in accordance with Clause 2.3 (*Commencement & Duration*) of the Agreement.

1. Description of The Service
2. Service Specifications
3. Transfer Of Funds For Beneficiaries
4. Fees And Charges
   1. The fees and charges for the Services are fixed for the duration of this Scope of Work.
   2. Invoices shall be in {insert currency}.
   3. Payment will be made in {arrears} and subject to invoice verification.
   4. SCI shall pay correctly rendered invoices within {45 days} of the date of invoice or of submission, whichever is later.
   5. Details of fees and charges:
   6. In accordance with applicable local laws, no tax shall be payable on the Beneficiary Funds. In respect of all Service Fees paid to the Service Provider under this Scope of Work, SCI shall withhold and deduct, if applicable, any withholding tax required by applicable local laws and provide the relevant Service Provider with a certificate accordingly. The Service Provider shall be responsible for all other taxes imposed by applicable local laws on the payments made by SCI to the Service Provider under this Scope of Work.
5. Performance Of Services
   1. The Services shall be performed at the following locations and at the following times:
   2. The Service Provider shall be responsible for ensuring the locations where the Services are to be performed are safe and secure.
   3. Tech support
6. Reporting
7. Project Manager And Key Personnel
   1. For SCI:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Role on Project** | **Name** | **Title/Role** | **Contact Phone** | **Contact Email** |
| Project Manager | \*\* | \*\* | \*\* | \*\* |

* 1. For Service Provider:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Role on Project** | **Name** | **Title/Role** | **Contact Phone** | **Contact Email** |
| Project Manager | \*\* | \*\* | \*\* | \*\* |
| Key Personnel | \*\* | \*\* | \*\* | \*\* |
| Key Personnel | \*\* | \*\* | \*\* | \*\* |

1. Service Review
2. Special Conditions
   1. Handover of data on expiry or termination of Agreement

At the request of SCI, made before or within {60} days after the expiration or termination of the Agreement, the Service Provider will make available to SCI, through an encrypted channel, a complete and secure download file of SCI data in CSV format along with attachments in their native format. Sixty-one (61) days after expiration or termination of the Agreement, the Service Provider will notify SCI of its intention to unrecoverably delete all SCI data from the Service Provider’s system; upon SCI’s positive acknowledgement of such deletion, or SCI’s failure to respond within ten (10) business days of the Service Provider having provided notice of such pending deletion, the Service Provider will complete the deletion of all SCI data. If SCI requests that the Service Provider not execute the aforementioned deletion, the Parties will work in good faith toward an amicable resolution

* 1. Donor conditions
  2. Penalties
  3. Exit Plan
  4. The parties shall agree an exit plan within {6 months} of the start of the Agreement.

|  |  |  |
| --- | --- | --- |
| **Signed on behalf of {insert name of Service Provider}** |  | **Signed on behalf of Save the Children International, {insert country} Country Office** |
|  |  |  |
| Title: |  | Title: |
| Name: |  | Name: |
| Date: |  | Date: |

SCHEDULE 1 – SERVICE REPORTING TEMPLATE

{To be added for each Scope of Work}

SCHEDULE 2 – TECHNICAL SPECIFICATIONS TEMPLATE

{To be added for each Scope of Work}

ANNEX 1 – SCI'S CHILD SAFEGUARDING POLICY

**Our values and principles**

Child abuse is when anyone under 18 years of age is being harmed or isn't being looked after properly. The abuse can be physical, sexual, emotional or neglect. The abuse and exploitation of children happens in all countries and societies across the world. Save the Children believes that deliberate harm such as this is not acceptable.

Save the Children is also aware that children can also be harmed through preventable accidents or incidents.

It is expected that all who work with Save the Children are committed to safeguard the children whom they are in contact with and that deliberate acts to harm as well as preventable unintended harm are not tolerated.

**What we do**

Save the Children is committed to safeguard children through the following means:

**Awareness:** Ensuring that all staff and those who work with Save the Children are aware of the problem of child abuse and the risks to children.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks to children.

**Reporting:** Ensuring that you are clear on what steps to take where concerns arise regarding the safety of children.

**Responding:** Ensuring that action is taken to support and protect children where concerns arise regarding possible abuse.

To help you clarify our safeguarding approach, we list here examples of behaviour which is prohibited. These include but are not limited to:

* 1. Hitting or otherwise physically assaulting or physically abusing children.
  2. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
  3. Developing relationships with children which could in any way be deemed exploitative or abusive.
  4. Acting in ways that may be deliberately abusive in any way or may place a child at risk of harm or abuse.
  5. Failing to take action that prevent accidents or harm.
  6. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
  7. Behaving physically in a manner which is inappropriate or sexually provocative.
  8. Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
  9. Doing things for children of a personal nature that they can do themselves.
  10. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
  11. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
  12. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
  13. Spending excessive time alone with children away from others.
  14. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

In order that the above standards of reporting and responding are met, **this is what is expected of you**:

If you are worried that a child or young person is being abused or neglected, (such as in points 1, 2, 3, 4, 6, 8, 9 and 10 above for example) or you are concerned about the inappropriate behaviour of an employee, or someone working with Save the Children, towards a child or young person, then you are obliged to:

* act quickly and get help
* support and respect the child
* where possible, ensure that the child is safe
* contact your Save the Children contact point (or their manager if necessary) with your concerns immediately
* keep any information confidential between you and the person you report this to.

If you want to know more about the Child Safeguarding Policy then please ask your Save the Children contact point.

ANNEX 2 – SCI'S ANTI-BRIBERY AND CORRUPTION POLICY

**Our values and principles**

Save the Children has a “zero tolerance” policy towards fraud, bribery and corrupt practices (see definitions below).

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

**What we do**

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

**Awareness:** Ensuring that all staff and those who work with Save the Children are aware of the problem of fraud, bribery and corruption.

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

**Reporting:** Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of fraud, bribery and corruption.

**Responding:** Ensuring that action is taken to support and protect assets and identifying cases of fraud, bribery and corruption.

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

1. Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.
2. Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual’s conduct in any way.
3. Receiving or Paying a so-called ‘Grease’ or ‘Facilitation’ payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.
4. Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.
5. Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.
6. Receiving a so-called ‘Kickback’ Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.
7. Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.
8. Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.
9. Conflict of interest - where an individual knowingly has an undisclosed business interest in an entity involved in a commercial relationship with Save the Children.
10. Procurement fraud - where an individual engages in any dishonest behaviour relating to procurement or tendering process, e.g. falsely created bids or quotes.
11. Supply chain fraud - where an individual misdirects or steals goods, forges stock records, or creates fictitious companies through which to channel payments.

In order that the above standards of reporting and responding are met, **this is what is expected of you**:

You have a duty to protect the assets of Save the Children from any form of dishonest behaviour. Furthermore, you must immediately report any suspicion of fraud, bribery or corruption to Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.

You are obliged to:-

* act quickly and get help through the channels mentioned below
* encourage your own staff to report on fraud, bribery and corruption
* contact a member of the Save the Children senior management team, (which includes the Country Director) and/or the Save the Children Head of Fraud Management at scifraud@savethechildren.org with the concerns immediately
* keep any information confidential between you and the person you report this to.

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

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

ANNEX 3 – IAPG CODE OF CONDUCT



**CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS**

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

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

**Code of Conduct for Suppliers:**

Goods and services are produced and delivered under conditions where:

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

**Environmental Standards:**

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

* Waste Management;
* Packaging and Paper;
* Conservation;
* Energy Use; and
* Sustainability.

**Business Behaviour:**

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

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

**Qualifications to the statement**

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

**Disclaimer**

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

ANNEX 4 – Rate Card

[Rate Card to be inserted which will apply across any Scopes of Work]