**INVITATION TO TENDER**

**FOR SAVE THE CHILDREN INTERNATIONAL**

**BANGLADESH COUNTRY OFFICE**

**October 15, 2020**

**Internet Bandwidth & Data Networking Services under Framework Agreement**

**Tender Advertisement**

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|  |  |
| --- | --- |
| **Date:** | October 15, 2020 |
| **Invitation to Tender (ITT) Reference No:** | IFT/SCI/BDCO/FY-20/00011 |
|  |  |

Dear Sir/Madam,

Save the Children International (SCI) invites you to tender for the provision of **Internet Bandwidth and Data Networking Services** This tender pack has been specifically created to provide you with all the information required to understand SCI’s requirements, and complete a response to the tender, should you wish.

Below is a summary of all the information included in the tender pack (you can use the hyperlinks to navigate the document:

* [**Part 1: Invitation to Tender Document**](#_PART_1_–)
1. Introduction to SCI
2. Project Overview and Requirements
3. Award Criteria
4. Instructions & Key Information
* [**Part 2 : Core Requirements and Specification**](#_PART_2_–)
* Provides a detailed description of SCI specific requirements – for example; volumes, delivery dates / locations, product specifications etc.
* [**Part 3 : Bidder Response Document**](#_PART_3_–)
* A template to be used to submit your response to this Invitation to Tender.
* Includes the Terms & Conditions of Bidding.
* [**Part 4 : Appendices**](#_PART_4_-)
	+ Appendix 1 – Terms & Conditions of Purchase
	+ Appendix 2 – Child Safeguarding Policy
	+ Appendix 3 – Save the Children Anti-Bribery and Corruption Policy
	+ Appendix 4 – Save the Children’s Human Trafficking and Modern Slavery Policy
	+ Appendix 5 – The IAPG Code of Conduct

Responses should be submitted no later than 14:00 Hrs on November 8, 2020 using the Bidder Response Document provided in [Part 3](#_PART_3_–) of this tender pack. For further guidance on how to submit your response, please follow the instructions detailed [here](#_INSTRUCTIONS).

Queries should be directed to Uthan.kyaw@savethechildren.org Or Mizanul.islam@savethechildren.org

Technical query should be directed to nazat.chowdhury@savethechildren.org Or towfiq.hasan@savethechildren.org

We look forward to receiving your response.

Mizanul Islam

Sr. Manager - Procurement & Supply Chain

# **PART 1 – INVITATION TO TENDER**

## **INTRODUCTION TO SAVE THE CHILDREN**

SCI is the world’s leading independent organisation for children. We save children’s lives; we fight for their rights; we help them fulfil their potential. We work together, with our partners, to inspire breakthroughs in the way the world treats children and to achieve immediate and lasting change in their lives.

**Our Vision** – a world in which every child attains the right to survival, protection, development and participation.

**Our Mission** – to inspire breakthroughs in the way the world treats children and to achieve immediate and lasting change in their lives.

We do this through a range of initiatives and programmes, to:

* Provide lifesaving supplies and emotional support for children caught up in disasters like floods, famine and wars.
* Campaign for long term change to improve children’s lives.
* Improve children’s access to the food and healthcare they need to survive.
* Secure a good quality education for the children who need it most.
* Protect the world’s most vulnerable children, including those separated from their families because of war, natural disasters, extreme poverty or exploitation.
* Work with families to help them out of the poverty cycle so they can feed and support their children.

For more information on the work we undertake and recent achievements, visit our website at [www.savethechildren.net](http://www.savethechildren.net)



## **PROJECT OVERVIEW AND REQUIREMENTS**

### **2.1 PROJECT OVERVIEW**

Please see below a summary of the requirements for which Save the Children invites you to bid on. Further detail on the specific requirements of the project (volumes, dates, product specifications / drawings etc.) can be found in [Part 2](#_PART_2_–) (Core Requirements & Specifications) of this Tender Pack.

|  |  |
| --- | --- |
| **Item** | **Description** |
| **Country** | *Bangladesh* |
| **Description of goods or services** | **Internet Bandwidth and Data Networking Services** |
| **Duration** | *Initially 2 years and further extension 1 year (subject to SCI approval)* |
| **Agreement Type** | *SCI wishes to enter into an agreement with bidder which outlines the key details in which we anticipate purchasing from in the future. Such an agreement is known as a ‘Framework Agreement or FWA’. SCI makes no commitment under this agreement until we issue subsequent purchase orders outlining specific products/service or volumes.*  |

## **AWARD CRITERA**

SCI is committed to running a fair and transparent tender process, and ensuring that all bidders are treated and assessed equally during this tender process.

Bidder responses will be evaluated against three categories of criteria: Essential Criteria, Capability Criteria, and Commercial Criteria.

These criteria have been especially created to help SCI determine which bidder is able to offer the best quality and most commercially competitive solution to meet our needs and deliver the most effective programming to our beneficiaries.

### **3.1 ESSENTIAL CRITERIA**

These are criteria which bidders **must** meet in order to be successful and progress to the next round of evaluation. If a bidder does not meet any of the Essential Criteria, they will be excluded from the tender process. This criteria is scored as Pass or Fail and will not be evaluated against capability and commercial criteria.

|  |  |
| --- | --- |
| **Essential Criteria** | The bidder shall possess the following qualification: Bidders/Organizations must provide information and documentary evidences to establish that they have:Bidders **must** meet the following criteria:1. Legal establishment for a minimum of 5 years: From Registrar of Joint Stock Companies and Firms (RJSC), Bangladesh or equivalent authorities.
2. Updated Legal Documents [ Copy of Trade License/Registration Certificate, TIN, BIN/VAT, Certificate of Incorporation (for Limited Company only)].
3. **License: License from BTRC as** Nationwide ISP
4. Minimum 5 years of overall experience for providing internet services /data communication service to renowned companies and supporting Work Orders/Experience certificate (i.e. MNC, UN, INGOs, Bank/Financial/Diplomat/Donor) need to submit.
5. Required to serve 30 corporate customers in last 5 years, among 10 customers should be UN organization/International NGO/Diplomat Mission/ Development partners or reputed organization (MNC).
6. Minimum network coverage for providing internet and data communication services at least in16 districts of the country
7. Links withlocal, national, or cross-border network(s) or association(s):
8. Bangladesh Telecommunication Regulatory Commission (BTRC) issued license for providing internet service & data communication service.
9. **Turnover:** Yearly turnover will be greater than the amount of BDT 50,000,000 (Fifty Million) for one year over the last 3 years.
10. Suppliers/Vendors are not any prohibited parties or on Government debar/ Blacklisting by any organization.
11. Compliance with our Mandatory Policy (Ref. page no. 94-101)

**Note: Supporting documents need to be submitted along with proposal** |

### **3.2 CAPABILITY CRITERIA**

These are criteria will used to evaluate the bidders ability, skill and experience in relation to the requirements of SCI. All bids which pass the Essential Criteria will be evaluated against the same pre-agreed Capability Criteria, which will have been created by a committee of representatives from SCI.

|  |  |
| --- | --- |
| **Proposal evaluation (technical and financial)** | 1. Proposal Evaluation Committee (PEC) will review the technical as well as financial proposals as per eligibility/qualification and technical criteria set in ToR
2. Technical proposal will carry 70% weight and financial proposal will carry 30% weight (technical pass mark is 60%)
 |
| Technical criteria | 1. Technical evaluation criteria

|  |  |  |
| --- | --- | --- |
| **Sl. no** | **Technical Evaluation criteria** | **Assigned score** |
| 1. | **Upstream Connectivity:** * + 1. Connectivity to different IIGs.
		2. Connectivity to Submarine Cable, Terrestrial Cable, Satellite (VSAT).
		3. Total international bandwidth capacity under contract by the vendor.
 | 15 |
| 2 | **Network Coverage:**i. Number Districts Connected.ii. Number of Districts with own network.iii. Other Carriers used for connectivity.iv. Number of Districts with own support center/personnel. | 30 |
| 3 | **Security Compliance based on Supplier Security Questionnaire (As per Appendix: 4)** | 10 |
| 4 | **Security Surveillance & Protection :** Cyber Security Protection measures and active surveillance on the bandwidth/connectivity provided. | 15 |
| 5 | Organization profile, Organogram and **Human Resources strength:** I.Total number of EmployeesII. Number of Technical EmployeesIII. Number of Technical Employees with relevant vendor certifications. | 10 |
| 6 | **Client List/Organization Reference:**(Category of the organization)* Banks & Financial Institutions,
* Multinational Companies
* International Development Organizations/NGOs/Diplomat Mission/Donor

[ Max. 15 points ≥ 30 clients and each individual client 0.5 point] Need to submit the PO/Contract/Reference with contact details as supporting document | 15 |
| 7 | **Coverage of Home Internet:**Coverage of all areas of Dhaka city - 2 pointsCoverage of Divisional Cities - 3 points | 5 |
|  | **Total**  | **100** |

1. Evaluation of financial proposal

A financial proposal should include summary of costs.Interested firms are requested to submit proposals in light of the criteria mentioned above. |

### **3.3 COMMERIAL CRITERIA**

These criteria will be used to evaluate the commercial competitiveness of a bid. All bids which pass the Essential criteria will be evaluated against the same pre-agreed Commercial Criteria, which have been created by a committee of representatives from SCI.

All Capability and Commercial Criteria will be weighted accordingly to reflect their importance. The Commercial Criteria will account for at least 30%. The Capability Criteria will account for up to 70% of the score.

## **BIDDER RESPONSE DOCUMENT**

To ensure bidders provide all the required information in order for SCI to be able to effectively evaluate bidders bids against the Evaluation Criteria, a Bidder Response Document has been created. Bidders must complete the Bidder Response Document and provide various pieces of information as part of their submission.

Further information on the Bidder Response Document can be found in Section 4 of this Tender Pack, and a copy of the Bidder Response is provided in Schedule 2.

## **VETTING**

Prior to a bidder supplying any goods / services they must first be vetted and cleared to work with Save the Children. This involves checking bidders and key personnel against Global Watch Lists, Enhanced Due Diligence Lists and Politically Exposed Persons Lists.

The vetting of bidders will be completed after the award decision has been made. If any information provided by the Bidder throughout the tender process is proved to be incorrect during the vetting process (or at any other point), SCI may reverse their award decision.

## **BIDDER INSTRUCTIONS**

### **6.1 TIMESCALES**

The below table indicates the key dates for this tender process. The issuing of this Invitation to Tender and Tender Pack represents the start of the tender process.

|  |  |
| --- | --- |
| Activity | Date |
| Issue Invitation to Tender | October 15, 2020 |
| PRE-TENDER MEETING | October 19, 2020 at 3 PM |
| Deadline for questions from Bidders | November 4, 2020 |
| Deadline for Return of Bids | November 8, 2020 |
| Bid Clarifications | November 9, 2020 – November 13, 2020 |
| Award Contact | November 25, 2020 |
| Mobilisation | November 30, 2020 |
| Go Live | December 3, 2020 |

**Interested bidders are requested to participate in the Pre-Bid Meeting on October 19, 2020 at 03:00 PM**

For Participation in the meeting Please login ZOOM using this details: **Join Zoom Meeting**

<https://zoom.us/j/99862863883>

**Meeting minutes will be circulated within October 20, 2020 at http://procurement.scibd.info/**

Please note that the above timings / dates are being shared for indicative purposes only and are subject to change. However, SCI commits to ensure Bidders are treated fairly, equally and have sufficient time made available to participate in this tender process.

### **6.2 DOCUMENTATION FOR SUBMISSION**

Bidders wishing to submit a proposal to this Invitation to Tender **must** use the Bidder Response Document template in [Part 3](#_PART_3_–) of this Tender Pack. Any bids received using different formats will not be accepted.

This document has been created specifically for this tender and allows Bidders to demonstrate their ability to deliver the required goods and / or services. The Bidder Response document is linked to the Essential, Capability and Commercial Criteria which will be used to evaluate the quality of the bids received.

Within the Bidder Response Document instructions are provided on how to complete the document and specific guidance is provided on what information / supporting documentation is required.

The Bidder is expected to sign the statement in Section 3 of the Bidder Response Document to confirm that the bidder response is accurate and can be relied upon

### **6.3 SUBMISSION OF BIDS**

Responses will only be accepted in the requested format. **Any incomplete responses or responses not in the format of the provide templates may be treated as void**.

Bids will be submitted by hard copy:

 **Paper Submission**

* Two hard copies of bid submitted on headed paper
	+ Bids to be submitted to **Save the Children, House# CWN (A) 35, Road # 43, Gulshan-2, Dhaka-1212**
	+ Bids should be submitted in single sealed envelope addressed to **Sr. Manager, Procurement and Supply Chain.**
	+ The envelope should clearly indicate the Invitation to tender reference number Ref. IFT/SCI/BDCO/FY-20/00011 **“Internet Bandwidth and Data Networking Services** **UNDER FRAMEWORK AGREEMENT”**
	+ All documentation submitted should be done in their own clearly labelled envelopes (e.g. Bidder Response Document, Financial Accounts, Bill of Quantities etc.), which are submitted in one single envelope as detailed above.

### **6.4 CLOSING DATE FOR BID SUBMISSION**

Your bid must be received, either at the specific address or email address, no later than **14:00 Hrs. of November 8, 2020 (All the date & times are in Bangladesh Standard Time).** Failure to submit your bid prior to the Closing Date may result in your quote being void.

All Bids must remain valid and open for consideration for a period of not less than 60 days from the Closing Date.

### **6.5 KEY CONTACTS**

Should you have any questions about Save the Children, this invitation to tender or anything related to this document, please contact the Save the Children contact detailed below. Enquiries should be submitted in writing via email / mail.

**Mizanul Islam**

Sr. Manager - Procurement & Supply Chain

**Save the Children**

House CWN (A) 35, Road 43, Gulshan 2, Dhaka 1212, Bangladesh

E-mail: Mizanul.islam@savethechildren.org

Or,

**U Than Kyaw**

Deputy Manager - Strategic Sourcing, Procurement & Supply Chain

**Save the Children**

House CWN (A) 35, Road 43, Gulshan 2, Dhaka 1212, Bangladesh

E-mail: uthan.kyaw@savethechildren.org

Please be advised local working hours are 08:30 to 16:30 Hrs (Friday & Saturday is weekend for us).

Please allow up to 02 working days for a response.

Where the enquiry may have an impact on other parties within the process, Save the Children will notify all other Bidders to maintain a fair and transparent process.

Please do not submit any questions to the email address used for tender submissions – this is a sealed mailbox and questions will not be read or responded to.

# **PART 2 – CORE REQUIREMENTS & SPECIFICATIONS**

1. **INTRODUCTION**

Save the Children (SC) is a leading organization to ensure children’s development, betterment and growth since 1919 and having presence in more than 120 countries of the world. Save the Children began working in Bangladesh during the cyclone of 1970 and since then has been working for development and humanitarian contexts.

Save the Children has been working for various thematic areas to increase the capacity, knowledge and skills of children, community and institutions. Save the Children has been working closely with the development sector, government agencies, academia, city corporations, media, the private sector, INGOs and local partners to enhance capacity and advocate for the urban resilience initiatives to be sustainable.

1. **SPECIFIC REQUIREMENTS**

Agreement for “**Internet Bandwidth and Data Networking Services**” for Save the Children International as per terms and conditions set out in this tender documents.

1. **SPECIFICATIONS**

|  |  |  |
| --- | --- | --- |
| CATEGORY | MINIMUM INFORMATION TO BE PROVIDED | OPTIONAL INFORMATION TO BE PROVIDED |
| SERVICE | **Internet Bandwidth and Data Networking Services** (As per ToR) | As per ToR |
|  |  |  |

1. **ADDITIONAL INFORMATION**

**Terms of Reference**

**For framework agreement of Internet Bandwidth & Data Networking**

**1. Description of work**: Save the Children International is inviting offer for providing Internet Bandwidth and Nationwide Data Networking services Bangladesh Country Office and affiliated Field Offices located in different districts towns. Additionally, home internet connectivity for eligible employees will also be required.

1. **Office Locations:** Dhaka (Gulshan & Annex), Barisal, Faridpur, Noakhali, Sylhet, Cox’s Bazar, Moulavibazar, Chattogram, Gaibandha, Ukhiya, Daulatia.

*Note: Locations may change from time to time. During the contract period, additional locations may be added or existing locations may be discontinued based on SCI requirements.*

1. **Duration:** The framework agreement will be for three (2) years. Contract may be terminated earlier for unsatisfactory performance OR extend for another one more year based on the satisfactory performance and mutual understanding of both parties.
2. **Scope of Work:**
	1. ***Internet Bandwidth****:* Dedicated 200mbps high speed internet bandwidth (may increase or decrease depending upon quoted price) to be shared by all SCiBD project office locations and eligible home users. Redundant downstream and upstream connectivity to Dhaka Country Office must be ensured by the ISP.
	2. ***Nationwide Data Connection****:* A routed data connection (having between 4 mbps to 32 mbps bandwidth per location – Appendix A) between all SCiBD offices will be established and maintained by the provider.
	3. ***Dark Fiber Connection****:* A redundant dark fiber connection between Gulshan and Annex offices will be provided by the vendor.
	4. ***Disaster Recovery Site setup***: If require setup a DR site in Annex building to work as a backup site in case of any down time in Internet and data connectivity running from Main building.
	5. ***Executive Home Internet****:* Home internet connections for around 15-20 expats and senior management employees in Dhaka city will be provided by the vendor.
	6. ***Employee Home internet package***: Special Home internet package by vendor for around 200 staffs in divisional cities. Employees will pay by themselves.
	7. ***Internet connection for SCI partners and SCI project locations***: Vendor will provide SCI partners and different project locations internet connection as per FWA.
	8. ***Equipment****:* The vendor will supply all the required equipment (Antenna, Tower, Cabling, Modem, Media Converter, Router etc.) as required for establishing and maintaining the required connections.
	9. ***Design:*** The selected vendor will assist the SCI Technical Team to maintain the existing Network design
	10. **Last mile distance**: Must provide after survey - last mile distance, equipment and latency.
	11. ***Router configuration***: Must provide router, which are similar to current router in Dhaka and other offices. At least, 1(one) Internet facing Router and 1(one) Data Connectivity Router of sufficient capacity for Dhaka Country Office must be provided by the vendor (Internet Router Cisco 4331, Data Connectivity Router Cisco 2911 and FO Router MicroTik 750).
	12. Please refer to the attached FO list in Appendix A and Home Internet connection list in Appendix B for details.
	13. ***Monitoring***: ISP must provide us effective monitoring tools to monitor internet and data connectivity against cyber threats.
	14. ***Security***: Add additional security surveillance technology in internet bandwidth to minimize/visible any threat.
3. **Spare Equipment:** The vendor must ensure availability and prompt installation of spare networking equipment for all the active locations, when required due to any failure or for maintenance. The offer should include the location, number and planned lead time for such equipment replacements.
4. **Last mile connectivity:** The vendor would be free to choose last mile connectivity media (Fiber, Radio, WiMAX, ADSL etc.) for each location. But, must ensure network uptime, support and equipment spares are available as per SLA.
5. **Price and offer validity:** Prices for the spare parts and the service charge offered should be valid for a period of two (2) year. A standard price list for data connectivity cost for all districts in Bangladesh will also be quoted by the vendor (Appendix C). This will be used for bandwidth capacity changes and connectivity for any additional field/project offices required during the contract period. Two months prior to the end of each contract year a new revised price list will be provided by the vendor, which will be benchmarked with the market by SCiBD.
6. **Contact Person:** SCI will assign a primary and a secondary contact person (commercial and technical) to coordinate networking services. Similarly, the vendor will have to assign a primary and a secondary contact person to coordinate delivery and support of the services as per agreement.
7. **Service Level Agreement – (SLA):**
	1. **Bandwidth:** Committed bandwidth through independent test conducted periodically by SCI or assigned party.
	2. **Speed/Performance:** A standard average Latency for each connection should be mentioned by the vendor in the proposal. This latency should be ensured for up to 80% of bandwidth utilization. Higher than standard latency and/or packet drops of greater than 3% during any period will be considered degraded performance for the connection. Degraded performance period will be considered as downtime in 50% ratio.
	3. **Uptime Target:** 98.5% uptime should be maintained for each connected location. Which should be calculated on a monthly basis.
	4. **Monitoring (MRTG):** For each connection a real-time MRTG graph must be provided in an integrated portal for SCI infrastructure admin.
	5. **Planned Maintenance notification:** Any ISP or Carrier planned maintenance window must be notified to SCiBD minimum 2 working days prior. Efforts should be made to schedule maintenance windows outside normal business hours of SCiBD. (8AM to 5PM – Saturday to Thursday).
	6. **Failure Alert:** All unscheduled failures must be notified to SCiBD within 30 minutes of any such event. Updates should be provided every hour on the restoration effort and progress with estimated ETR.
	7. **NOC & Call Center:** The vendor should have 24x7 manned, Network Operations Center (NOC) and Call Center available to report and support any network issues.
	8. **Escalation Matrix:** A well-defined escalation matrix must be included in the proposal showing each escalation step in downtime hours and contact details.
	9. **Response Target:** 2 hour in divisional cities and 4 hours in district towns.
	10. **Resolution Target:** 4 hours in divisional cities and 24 hours in district towns.
	11. **Monthly Performance Report:** A monthly consolidated performance report should be prepared and submitted by the vendor for all connections and services provided.
	12. **Bi-Annual Review meeting:** A bi-annual meeting attended by relevant management stakeholders of the vendor and SCiBD should be held to review the performance and decide action plans to improve the service level in the next period.
	13. **Penalty:** A penalty will be deducted from the monthly invoice, in proportion to the unscheduled connection downtime for the relevant month.
8. **Invoicing and Payment terms:** A single monthly invoice should be raised for all services rendered during a month, attached with the performance report for the month. Payments will be made through A/C Payee cheque or electronic bank transfer on behalf of vendor within 45 days upon satisfactorily report and submission of correct bill.
9. **Eligibility:**
10. Legal establishment for a minimum of 5 years: From Registrar of Joint Stock Companies and Firms (RJSC), Bangladesh or equivalent authorities.
11. Updated Legal Documents [ Copy of Trade License/Registration Certificate, TIN, BIN/VAT, Certificate of Incorporation (for Limited Company only)].
12. **License: License from BTRC as** Nationwide ISP
13. Minimum 5 years of overall experience for providing internet services /data communication service to renowned companies and supporting Work Orders/Experience certificate (i.e. MNC, UN, INGOs, Bank/Financial/Diplomat/Donor) need to submit.
14. Required to serve 30 corporate customers in last 5 years, among 10 customers should be UN organization/International NGO/Diplomat Mission/ Development partners or reputed organization (MNC).
15. Minimum network coverage for providing internet and data communication services at least in16 districts of the country
16. Links withlocal, national, or cross-border network(s) or association(s):
17. Bangladesh Telecommunication Regulatory Commission (BTRC) issued license for providing internet service & data communication service.
18. **Turnover:** Yearly turnover will be greater than the amount of BDT 50,000,000 (Fifty Million) for one year over the last 3 years.
19. Suppliers/Vendors are not any prohibited parties or on Government debar/ Blacklisting by any organization.
20. Compliance with our Mandatory Policy

**LIST OF SCiBD Field Offices: (As of August 2020)**

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | Khilgaon (Dhaka) | 308/3/A, Tilpapara, Besides of Jor pukur playgound, Khilgaon, Dhaka | 6 |
| 2 | Barishal | South Alekanda, Banglabazar, Barisal-8200 | 12 |
| 3 | Muladi | Ahmad Ali Khan Monjil , Abdul Jalil Khan Sarak, Tero Char, Muladi, Barishal. | 6 |
| 4 | Bakerganj | Palli biddut road, House # 332, ward # 06, Bakerganj pourasava, Bakerganj, Barishal | 6 |
| 5 | Gaibandha | Village: Suksantir Bazar( Dakkhin Dhanghora), Gaibandha Polashbari Road( Near LGED office, Gaibandha) word no-03, Holding No-594 | 12 |
| 6 | Sylhet | House # 54, Road # 02, Block # G, Shahjalal Upashahar, Sylhet - 3100 | 16 |
| 7 | Moulavibazar | House 42/1, Moula Monjil, South Kolimabad, Moulvibazar-3200 | 12 |
| 8 | Faridpur | AR Center (3rd Floor-Right Side), Goalchamot Mor Faridpur | 6 |
| 9 | Rajbari (Daulatia) | Save the Children Project Office,C/O: Mukti Mohila Somity (MMS), Uttar Daulatdia, Goalunda,Rajbari- 7710 | 4 |
| 10 | Noakhali | House 158, North Fakirpur, Maijdee Court, Noakhali-3800 | 6 |
| 11 | Cox's Bazar (Warehouse) | Khuruskul Warehouse-Near Khuruskul still bridge, Cox’s Bazar. | 4 |
| 12 | Cox's Bazar (Mohajerpara) | House: RIZIA, Flat # B-2, Beside Cox’s Bazar Govt. High School & Cox’s Bazar Stadium (Old), Cox's Bazar, Bangladesh. | 4 |
| 13 | Cox's Bazar | Owner Name: Shafiqur Rahman, S/O: Sayed AlamBeside Madrashay Toiyeibia Taheria Sunni MadrashaHolding No: Not given yetNew airport road,Moddhonuniyarsora,Cox’s Bazar. | 135 |
| 14 | Cox's Bazar (Nayapara camp) | Nayapara registered Camp | 6 |
| 15 | Cox's Bazar (Kutupalang camp) | Kutupalang registered camp | 6 |
| 16 | Ukhiya | House # 1030, Nur Jahan Tower,Thana Sadar Road, Ukhiya,Cox’s Bazar. | 12 |
| 17 | Sylhet | House#70 (Duplex: Ground floor and 1st floor), Road# 01, Block-E, Shahjalal Upasahar, Sylhet | 10 |
| 18 | Chattogram | H&H Residence, 4th Floor (Flat-402) ,House # B-12, Road # 3,Block-A, Chandgaon R/A, Chandgaon, Chattogram-4212. | 10 |

**LIST OF SCiBD Home Internet Connections: (As of August 2020)**

|  |  |
| --- | --- |
| **Address** | **Bandwidth** |
| Flat 303, House 15, Block- B, Section- 10, Mirpur 10, Dhaka | 15 |
| 52/1, Jafrabad, Katasur, 3rd Floor, Mohammadpur, Dhaka | 15 |
| Apt. 3C, 1/5 Block-E, Lalmatia, Dhaka | 15 |
| N3, Waterfront, House -35, Road- 118, Gulshan-2, Dhaka | 15 |
| Fat A3, House- 44, Road- 41, Gulshan-2, Dhaka | 15 |
| 1305/1, 4th Floor, East Monipur, Mirpur, Dhaka | 15 |
| House- 322, Lane- 5, DHOS, Baridhara, Dhaka | 15 |
| Flat B5, House - 37/B, Road-42, Gulshan-2, Dhaka | 15 |
| Flat C2, House-184/1, Green Road, Dhanmondi, Dhaka | 15 |
| House - 13, Road Avenue, Block-D, Mirpur-2, Dhaka | 15 |
| House-3, Road 16/A, Gulshan-1, Dhaka | 15 |
| House # 26, Road # 4, 3rd Floor, Shakhartak, Adabor, Mohammadpur, Dhaka-1207 | 15 |
| Apt A7, House - 8, Road - 2, Block-B, Mirpur-10, Dhaka | 15 |
| Flat. B5, House. 11/B, Road. 36, Gulshan-2, Dhaka-1212 | 15 |
| Flat No. 12B, House No. 6/A, Road No. 71, Gulshan-2, Dhaka-1212 | 15 |
| Flat F5, ANZ Peonenza, 25/1 Shah Ali Bag, Mirpur-1 | 15 |
| Flat B4, House. 29, Road. 39, Gulshan-2, Dhaka | 15 |

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| --- |
| **FO ICT Focal Person** |
| **Location** | **Name** | **PABX** | **Cell** |
| Barisal | Md Shamsuzzaman | 2008 | 01710773359 |
| Noakhali | Rupam Das | 8910 | 01717541003 |
| Sylhet | Gulam Kabir | 8970 | 01913186939 |
| Sylhet 2 | Gulam Kabir | 8970 | 01913186939 |
| Moulavibazar | Gulam Kabir | 8970 | 01913186939 |
| Ukhiya | Atiqur Rahman | 8951 | 01713038647 |
| Gaibandha | Habibur Rahman |  | 01823679395 |
| Cox's Bazar | Atiqur Rahman | 8951 | 01713038647 |

1. **LIST OF Districts for Standard Price List for Data Connectivity with Fixed Monthly Recurring Cost (EXCLUDING VAT)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl** | **District** | **Division** | **Bandwidth (Mbps)** | **Remarks** |
|  |  |  | **4** | **8** | **12** | **16** | **20** | **24** | **32** |  |
| 1 | Barguna | Barisal |   |   |   |   |  |  |   |  |
| 2 | Barisal | Barisal |   |   |   |   |  |  |   | Existing Office |
| 3 | Bhola | Barisal |   |   |   |   |  |  |   |  |
| 4 | Jhalokati | Barisal |   |   |   |   |  |  |   |  |
| 5 | Patuakhali | Barisal |   |   |   |   |  |  |   |  |
| 6 | Pirojpur | Barisal |   |   |   |   |  |  |   |  |
| 7 | Bandarban | Chittagong |   |   |   |   |  |  |   |  |
| 8 | Brahmanbaria  | Chittagong |   |   |   |   |  |  |   |  |
| 9 | Chandpur | Chittagong |   |   |   |   |  |  |   |  |
| 10 | Chittagong | Chittagong |   |   |   |   |  |  |   | Existing Office |
| 11 | Comilla | Chittagong |   |   |   |   |  |  |   |  |
| 12 | Cox's Bazar | Chittagong |   |   |   |   |  |  |   | Existing Office |
| 13 | Feni  | Chittagong |   |   |   |   |  |  |   |  |
| 14 | Khagrachhari | Chittagong |   |   |   |   |  |  |   |  |
| 15 | Lakshmipur | Chittagong |   |   |   |   |  |  |   |  |
| 16 | Noakhali | Chittagong |   |   |   |   |  |  |   | Existing Office |
| 17 | Rangamati | Chittagong |  |   |   |   |  |  |   |  |
| 18 | Dhaka | Dhaka |   |   |   |   |  |  |   | Country Office |
| 19 | Faridpur | Dhaka |   |   |   |   |  |  |   | Existing Office |
| 20 | Gazipur | Dhaka |   |   |   |   |  |  |   |  |
| 21 | Gopalganj | Dhaka |   |   |   |   |  |  |   |  |
| 22 | Jamalpur | Mymensingh |   |   |   |   |  |  |   |  |
| 23 | Kishoreganj | Dhaka |   |   |   |   |  |  |   |  |
| 24 | Madaripur | Dhaka |   |   |   |   |  |  |   |  |
| 25 | Manikganj | Dhaka |   |   |   |   |  |  |   |  |
| 26 | Munshiganj | Dhaka |   |   |   |   |  |  |   |  |
| 27 | Mymensingh | Mymensingh |   |   |   |   |  |  |   |  |
| 28 | Narayanganj | Dhaka |   |   |   |   |  |  |   |  |
| 29 | Narsingdi | Dhaka |   |   |   |   |  |  |   |  |
| 30 | Netrakona | Mymensingh |   |   |   |   |  |  |   |  |
| 31 | Rajbari | Dhaka |   |   |   |   |  |  |   |  |
| 32 | Shariatpur | Dhaka |   |   |   |   |  |  |   |  |
| 33 | Sherpur | Mymensingh |   |   |   |   |  |  |   |  |
| 34 | Tangail | Dhaka |   |   |   |   |  |  |   |  |
| 35 | Bagerhat | Khulna |   |   |   |   |  |  |   |  |
| 36 | Chuadanga | Khulna |   |   |   |   |  |  |   |  |
| 37 | Jessore | Khulna |   |   |   |   |  |  |   |  |
| 38 | Jhenaidah | Khulna |   |   |   |   |  |  |   |  |
| 39 | Khulna | Khulna |   |   |   |   |  |  |   |  |
| 40 | Kushtia | Khulna |   |   |   |   |  |  |   |  |
| 41 | Magura | Khulna |   |   |   |   |  |  |   |  |
| 42 | Meherpur | Khulna |   |   |   |   |  |  |   |  |
| 43 | Narail | Khulna |   |   |   |   |  |  |   |  |
| 44 | Satkhira | Khulna |   |   |   |   |  |  |   |  |
| 45 | Bogra | Rajshahi |   |   |   |   |  |  |   |  |
| 46 | Joypurhat | Rajshahi |   |   |   |   |  |  |   |  |
| 47 | Naogaon | Rajshahi |   |   |   |   |  |  |   |  |
| 48 | Natore | Rajshahi |   |   |   |   |  |  |   |  |
| 49 | Nawabganj | Rajshahi |   |   |   |   |  |  |   |  |
| 50 | Pabna | Rajshahi |   |   |   |   |  |  |   |  |
| 51 | Rajshahi | Rajshahi |   |   |   |   |  |  |   |  |
| 52 | Sirajganj | Rajshahi |   |   |   |   |  |  |   |  |
| 53 | Dinajpur | Rangpur |   |   |   |   |  |  |   |  |
| 54 | Gaibandha | Rangpur |   |   |   |   |  |  |   | Existing Office |
| 55 | Kurigram | Rangpur |   |   |   |   |  |  |   |  |
| 56 | Lalmonirhat | Rangpur |   |   |   |   |  |  |   |  |
| 57 | Nilphamari | Rangpur |   |   |   |   |  |  |   |  |
| 58 | Panchagarh | Rangpur |   |   |   |   |  |  |   |  |
| 59 | Rangpur | Rangpur |   |   |   |   |  |  |   |  |
| 60 | Thakurgaon | Rangpur |   |   |   |   |  |  |   |  |
| 61 | Habiganj | Sylhet |   |   |   |   |  |  |   |  |
| 62 | Moulvibazar | Sylhet |   |   |   |   |  |  |   | Existing Office |
| 63 | Sunamganj | Sylhet |   |   |   |   |  |  |   |  |
| 64 | Sylhet | Sylhet |   |   |   |   |  |  |   | 2 x Existing Offices |

# **PART 3 – BIDDER RESPONSE DOCUMENT**

1. **INTRODUCTION**

This Schedule is to be used by Bidders wishing to submit a response to this Tender Process. The Bidder Response is split into the 5 sections detailed below (including hyperlinks), all of which correspond to the Evaluation Criteria referenced in the Invitation to Tender.

* [Section1 - Key information](#_SECTION_1_–)
* [Section 2 – Essential Criteria](#_SECTION_2:_ESSENTIAL)
* [Section 3 – Capability Questions](#_SECTION_3_–)
* [Section 4 – Commercial Questions](#_SECTION_4_–)
* [Section 5 – Bidder Submission Checklist](#_SECTION_5_–)
* [Schedule 1 – Terms & Conditions of Bidding](#_SCHEDULE_1_–)

At the end of the Bidder Response Document is a checklist. This should be completed by the Bidder prior to submitting their response to ensure all the relevant information and supporting documents have been included in the response.

**The Bidder is required to sign a copy of the Check list as part of their submission**.

1. **INSTRUCTIONS**

Where a response is required from a Bidder instructions and commentary is provided to illustrate what Save the Children expects and requires. The guidance provided details the **MINIMUM** requirements expected by Save the Children. If a Bidder wishes to add further information which it believes is relevant, this is acceptable but the additional information should be limited to only items which are relevant to the tender.

* For the avoidance of doubt, bidders are required to complete all items within the Bidder Response Document unless clear instruction is provided otherwise.
* If a Bidder does not complete the entire Bidder Response document, their submission may be declared void.
* If a Bidder is unable to complete any element of the Bidder Response Document, they should contact Save the Children through the using the contact details provided for guidance.

By submitting a response, the bidder confirms that all information provided can be relied upon for validity and accuracy.

## **SECTION 1 – KEY INFORMATION**

***Instructions – Bidders are required to complete all sections of the below table.***

|  |
| --- |
| **KEY INFORMATION** |
| **Organisation Name** |  |
| **Please provide details of the primary products/services supplied by your organisation** |  |
| **Please explain your experience of providing the goods or services requested in this tender document.**  |  |
| **Website address** |  |
| **Address**  | **Main Address** | **Registered Address****(if different)** | **Address for Payments****(if different)** |
|  |  |  |
| **Company Registration Number** |  | **Tax Number** |  |
| **Year of Registration** |  | **Country of Registration**  |  |
| **Type of Business****(e.g. Manufacturer, Distributor, Contractor)**  |  | **Primary Country of Operation** |  |
| **Total Annual Revenue***(please state the currency)* | **2018** | **2017** | **2016** |
|  |  |  |
| **Annual Revenue****(from goods and services requested in this tender)**  |  |  |  |
| **Have you supplied goods or services to SCI previously? If so, please provide a brief summary.** |  |
|  |
| **KEY CONTACT DETAILS**  |
|  | **Primary Contact** | **Secondary Contact** | **Emergency Contact** |
| **Name** |  |  |  |
| **Job Title** |  |  |  |
| **Phone / Mobile** |  |  |  |
| **Email** |  |  |  |
| **Address** |  |  |  |
|  |
| **OTHER KEY INFORMATION** |
| **Provide details of what insurance cover you have and what the maximum value is** |  |
|  |
| **KEY ROLES & PERSONNEL** |
| **Which employees will be responsible for providing goods and services to SCI? Please list names, and job titles and contact details (e.g. account managers).**  | **Job Title** | **Role** | **E-mail Address** |
|  |  |  |

## **SECTION 2 - ESSENTIAL CRITERIA**

***Instructions – Bidders are required to complete all sections of the below table.***

|  |  |  |
| --- | --- | --- |
| *Item* | Question | Bidder Response |
| *1* | Bidder accepts Save the Children’s ‘Terms and Conditions of Purchase’ included within Appendix 1 of the ITT, and that any work awarded from this tender process will be completed under the attached ‘Terms and Conditions of Purchase’. | **Yes / No** | **Comments / Attachments** |
|  |  |
| *2* | The Bidder and its staff (and any sub-contractors used) agree to comply with SCI and the IAPG’s policies and code of conducts listed below, throughout this tender process and during the term of any contract awarded.1. Child Safeguarding Policy
2. Anti-Fraud, Bribery & Corruption Policy
3. Slavery & Human Trafficking Policy
4. IAPG Code of Conduct
5. Conditions of Tendering
 | **Yes / No** | **Comments** |
|  |  |
| *3* | The bidder must not be a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the US or EU. | **Yes / No** | **Comments** |
|  |  |
| *4* | The Bidder confirms it is fully qualified, licenses and registered to trade with Save the Children (including compliance with all relevant local Country legislation).This includes the Bidder submitting the following requirements (where applicable):* Legitimate business address
* Tax registration number & certificate
* Business registration certificate
* Trading license
 | **Yes / No** | **Comments** |
|  |  |
| **Requirement** | **Bidder Response / Attachments** |
| ***Legitimate Business Address*** |  |
| ***Tax Registration Number & Certificate*** |  |
| ***Business Registration Certificate*** |  |
| ***Trading License*** |  |
| *5* | Legal establishment for a minimum of 5 years: From Registrar of Joint Stock Companies and Firms (RJSC), Bangladesh or equivalent authorities. | **Yes / No** | **Comments** |
|  |  |
| *6* | Updated Legal Documents [Copy of Trade License/Registration Certificate, TIN, BIN/VAT, Certificate of Incorporation (for Limited Company only)]. | **Yes / No** | **Comments / Attachments** |
|  |  |
| *7* | **License: License from BTRC as** Nationwide ISP | **Yes / No** | **Comments / Attachments** |
|  |  |
| *8* | Minimum 5 years of overall experience for providing internet services /data communication service to renowned companies and supporting Work Orders/Experience certificate (i.e. MNC, UN, INGOs, Bank/Financial/Diplomat/Donor) need to submit. | **Yes / No** | **Comments / Attachments** |
|  |  |
|  |  |
| *9* | Required to serve 30 corporate customers in last 5 years, among 10 customers should be UN organization/International NGO/Diplomat Mission/ Development partners or reputed organization (MNC). | **Yes / No** | **Comments / Attachments** |
|  |  |
| 10 | Minimum network coverage for providing internet and data communication services at least in16 districts of the country |  |  |
| 11 | Links withlocal, national, or cross-border network(s) or association(s):  |  |  |
| 12 | Bangladesh Telecommunication Regulatory Commission (BTRC) issued license for providing internet service & data communication service. |  |  |
| 13 | **Turnover:** Yearly turnover will be greater than the amount of BDT 50,000,000 (Fifty Million) for one year over the last 3 years. |  |  |
| 14 | Suppliers/Vendors are not any prohibited parties or on Government debar/ Blacklisting by any organization. |  |  |
| 15 | Compliance with our Mandatory Policy |  |  |

## **SECTION 3 – CAPABILITY QUESTIONS**

***Instructions – Bidders are required to complete all sections of the below table.***

|  |  |  |
| --- | --- | --- |
| *Item* | Question | Bidder Response |
| *1* | **REFERENCES**Bidder shares two (2) examples of their experience in providing services similar to those included within the scope of this tender.Examples provided must be for similar projects within a similar environment / context to that in which Save the Children operates, and within the last two (2) years.*(Note – the Bidder must ensure that for any client references shared, the nominated client is happy to be contacted / visit by Save the Children)* | **Client Name** | **Contact Details (Name & Email)** | **Project Description** |
| 1) |  |  |
| 2) |  |  |
| *2* | **Upstream Connectivity:**  | **Bidder Response** | **Attachment(s)** |
|  |  |
| *3* | **Network Coverage:** | **Bidder Response** | **Attachment(s)** |
|  |  |
| *4* | **Security Compliance based on Supplier Security Questionnaire (As per Appendix: 4)** | **Bidder Response** | **Comments** |
|  |  |
| *5* | **Security Surveillance & Protection :**  | **Bidder Response** | **Comments** |
|  |  |
| *6* | Organization profile, Organogram and **Human Resources strength:**  | **Bidder Response** | **Attachment(s)** |
|  |  |
| 7 | **Client List/Organization Reference:** |  |  |
| 8 | **Coverage of Home Internet:** |  |  |

## **SECTION 4 – COMMERCIAL QUESTIONS**

**Financial Offer/ Summary of Cost**

**Financial Offer: Summary of Cost**

1. **Internet Connections:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl.** | **Description** | **Unit** | **Rate in BDT (Excluding VAT)** |
| 1 | 200 MB full Internet Bandwidth | Monthly |  |
| 2 | Home internet connections for Expats and Senior management employees (Anywhere in Dhaka City), Bandwidth: Minimum 20 Mbps shared | Monthly |  |
| 3 | Home internet for employees in divisional cities, Bandwidth: Minimum 15 Mbps shared. | Monthly |  |

1. **Dark fiber connection:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl.** | **Description** | **Unit** | **Rate In BDT (Excluding VAT)** |
| 1 | Dark fiber connection between Gulshan Country office and Annex office | Job |  |
| 2 | Monthly Maintenance cost for the dark fiber cost (If any) | Monthly |  |

1. **Router Lease for 2 years:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl.** | **Description (Minimum specification)** | **Unit** | **Monthly Rate In BDT (Excluding VAT)** |
| 1 | Internet Router Cisco 4331 or Equivalent (for Dhaka Country office) | Per Unit |  |
| 2 | Internet Router Cisco 2911 or Equivalent (for Dhaka Country office) | Per Unit |  |
| 3 | Internet Router MicroTik 750 or Equivalent (for Field offices) | Per Unit |  |
| 4 | Wifi Access point for home connections (2.4 Ghz, 5 GHz and Wifi 6 ) | Per Unit |  |

1. **Data Connectivity Services with Fixed Monthly Recurring Cost:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SL#** | **City/Location** | **Bandwidth** | **Unit** | **Rate In BDT (Excluding VAT)** |
| 1 | Barisal | 16 Mbps | Monthly |  |
| 2 | Gaibandha | 16 Mbps | Monthly |  |
| 3 | Sylhet | 16 Mbps | Monthly |  |
| 4 | Sylhet 2 | 12 Mbps | Monthly |  |
| 5 | Moulavibazar | 12 Mbps | Monthly |  |
| 8 | Noakhali | 8 Mbps | Monthly |  |
| 9 | Ukhiya | 16 Mbps | Monthly |  |
| 10 | Cox’s Bazar Nayapara Camp | 8 Mbps | Monthly |  |
| 11 | Cox’s Bazar Kutupalang Camp | 8 Mbps | Monthly |  |
| 12 | Cox’s Bazar | 128 Mbps | Monthly |  |
| 13 | Cox’s Bazar Ware House | 4 Mbps | Monthly |  |
| 14 | Chattogram | 12 Mbps | Monthly |  |
| 15 | Doulatdia | 4 Mbps | Monthly |  |
| 16 | Barishal – Muladi | 8 Mbps | Monthly |  |
| 17 | Barishal - Bakerganj | 8 Mbps | Monthly |  |
| 18 | Cox’s Bazar SARI ITC | 16 Mbps | Monthly |  |

## **SECTION 5 – BIDDER SUBMISSION CHECKLIST**

|  |
| --- |
| **We, the Bidder, hereby confirm we have completed all sections of the Bidder Response Document:** |
| **No** | **Section** | **Please Tick** |
| 1. | Section 1 – Key Information |  |
| 2. | Section 2 – Essential Criteria |  |
| 3. | Section 3 – Capability Questions |  |
| 4. | Section 4 – Commercial Questions |  |
|  |
| **We, the Bidder, confirm we have uploaded all of the required information and supporting evidence:** |
| **Section** | **Required Document / Evidence** | **Please Tick** |
| **Essential Criteria Evidence** | Proof of legitimate business address |  |
| Copy of tax registration number & certificate |  |
| Copy of business registration certificate |  |
| Legal establishment for a minimum of 5 years |  |
| Updated Legal Documents |  |
| **License: License from BTRC** |  |
| Minimum 5 years of overall experience |  |
| Required to serve 30 corporate customers |  |
| Minimum network coverage |  |
| Links withlocal, national, or cross-border network |  |
| (BTRC) issued license |  |
| **Turnover** |  |
| Suppliers/Vendors are not any prohibited parties |  |
| Compliance with our Mandatory Policy |  |
| **Capability Criteria Evidence** | Completed Bidder Response Document |  |
| Supporting Financial Documents |  |
| Upstream Connectivity:  |  |
| Network Coverage: |  |
| Security Compliance based on Supplier Security Questionnaire (As per Appendix: 4) |  |
| Security Surveillance & Protection |  |
| Organization profile, Organogram and Human Resources strength:  |  |
| Client List/Organization Reference: |  |
| Coverage of Home Internet: |  |
| **Commercial Criteria Evidence** | Completed Bidder Response Document |  |
|  |
| **We, the Bidder, hereby confirm we compliance with the following policies and requirements:** |
| **Policy** | **Signature** |
| Conditions of Tendering |  |
| Terms & Conditions of Purchase |  |
| Child Safeguarding Policy |  |
| Anti-Bribery & Corruption Policy |  |
| Human Trafficking & Modern Slavery Policy |  |
| IAPG Code of Conduct |  |

We confirm that Save the Children may in its consideration of our offer, and subsequently, rely on the statements made herein.

Signature

…………………………………………………………………….

Name

……………………………………………………………………..

Job Title

……………………………………………………………………..

Company

……………………………………………………………………...

Date

……………………………………………………………………...

## **SCHEDULE 1 – TERMS & CONDITIONS OF BIDDING**

**Definitions**

In addition to the terms defined in the Cover Letter, in these Conditions, the following definitions apply:

 (a) **Award Criteria** - the award criteria set out in the Invitation to Tender.

(b) **Potential supplier** - a person or organisation who bids for the tender.

(c) **Conditions** - the conditions set out in this 'Conditions of Tendering 'document.

 (d) **Cover Letter** - the cover letter attached to the Tender Information Pack.

 (e) **Goods and/or Services** - everything purchased by SCI under the contract.

 (f) **Invitation to Tender** - the Tender Information, these Conditions, SCI’s Terms and Conditions of Purchase, SCI's Child Safeguarding Policy, SCI's Anti Bribery and Corruption Policy and the IAPG Code of Conduct.

(g) **SCI** - Save the Children International (formerly known as The International Save the Children Alliance Charity), a charitable company limited by guarantee registered in England and Wales (company number 03732267; charity number 1076822) whose registered office is at St Vincent House, 30 Orange Street, London, WC2H 7HH.

 (h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by SCI to the Supplier, or specifically produced by the Supplier for SCI, in connection with the tender.

 (i) **Supplier** - the party which provides Goods and/or Services to SCI.

1. **The Contract**

The contract awarded shall be for the supply of goods and/or services, subject to SCI’s Terms and Conditions of Purchase (attached to these Conditions). SCI reserves the right to undertake a formal review of the contract after twelve (12) months.

1. **Late tenders**

Tenders received after the Closing Date will not be considered, unless there are in SCI’s sole discretion exceptional circumstances which have caused the delay.

1. **Correspondence**

All communications from Potential suppliers to SCI relating to the tender must be in writing and addressed to the person identified in this Invitation to Tender. Any request for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender. Where appropriate responses to questions submitted by any Potential supplier will be circulated by SCI to all Potential supplier s to ensure fairness in the process.

1. **Acceptance of tenders**

SCI may, unless the Potential supplier expressly stipulates to the contrary in the tender, accept whatever part of a tender that SCI so wishes. SCI is under no obligation to accept the lowest or any tender.

1. **Alternative offer**

If the Potential supplier wishes to propose modifications to the tender (which may provide a better way to achieve SCI’s Specification) these may, at SCI's discretion, be considered as an Alternative Offer. The Potential supplier must make any Alternative Offer in a separate letter to accompany the Tender. SCI is under no obligation to accept Alternative Offers.

1. **Prices**

Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable).

1. **No reimbursement of tender expenses**

Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

1. **Non-Disclosure and Confidentiality**

Potential suppliers must treat the Invitation to Tender, contract and all associated documentation (including the Specification) and any other information relating to SCI’s employees, servants, officers, partners or its business or affairs (the "**Confidential Information**”) as confidential. All Potential suppliers shall:

* recognise the confidential nature of the Confidential Information;
* respect the confidence placed in the Potential supplier by SCI by maintaining the secrecy of the Confidential Information;
* not employ any part of the Confidential Information without SCI's prior written consent, for any purpose except that of tendering for business from SCI;
* not disclose the Confidential Information to third parties without SCI's prior written consent;
* not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to SCI;
* use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
* notify SCI immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.
1. **Award Procedure**

SCI’s Procurement Committee will review the Potential suppliers and their tenders to determine, in accordance with the Award Criteria, whether they will award the contract to any one of them.

1. **Information and Record Keeping**

SCI shall consider any reasonable request from any unsuccessful Potential supplier for feedback on its bid and, where it is appropriate and proportionate to do so, provide the unsuccessful Potential supplier with reasons why the bid was rejected. Where applicable, this information shall be provided within 30 business days from (but not including) the date on which SCI receives the request.

1. **Anti-Bribery and Corruption**

All Potential suppliers are required to comply fully with SCI’s Anti-Bribery and Corruption Policy (attached to these Conditions).

1. **Child Protection**

All Potential suppliers are required to comply fully with SCI’s Child Safeguarding Policy (attached to these Conditions).

1. **Human Trafficking and Modern Slavery**

All Potential suppliers are required to comply fully with SCI’s Human Trafficking and Modern Slavery Policy (attached to these Conditions).

1. **Exclusion Criteria**

 Any Potential supplier is required to confirm in writing that:

* Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of  proceedings concerning those matters, or are in any analogous  situation arising from a similar procedure provided for in national  legislation or regulations;
* Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
* Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Potential supplier operates.

Any Potential supplier will automatically be excluded from the tender process if it is found that they are guilty of misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

1. **Conflict of Interest / Non Collusion**

Any Potential supplier is required to confirm in writing:

* That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of SCI which may affect the outcome of the selection process. If there are such connections the Potential supplier is required to disclose them.
* Whether or not there are any existing contacts between SCI, and any other Save the Children entity, and it and if there are any arrangements which have been put in place over the last twenty four (24) months.
* That it has not communicated to anyone other than SCI the amount or approximate amount of the tender.
* That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.
1. **Assignment and novation**

All Potential suppliers are required to confirm that they will if required be willing to enter into a contract on similar terms with either SCI or any other Save the Children entity if so required.

# **PART 4 - APPENDICES**

**Appendix 1** - Terms & Conditions of Purchase

**Appendix 2** – Save the Childrens Safeguarding Policy

**Appendix 3** – Save the Childrens Anti-Bribery and Corruption Policy

**Appendix 4** – Save the Childrens Human Trafficking and Modern Slavery Policy

**Appendix 5** – Code of Conduct for IAPG Agencies and Suppliers

## **APPENDIX 1 – TERMS & CONDITIONS OF PURCHASE**

**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 Privacy Laws**: all privacy, security, data protection, direct marketing, consumer protection and workplace privacy laws, rules, regulatory requirements and regulations of any applicable jurisdiction, including: (i) the Data Protection Act 2018; (ii) unless and until it is no longer directly applicable in the UK, the General Data Protection Regulation and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then (iii) any successor legislation to the General Data Protection Regulation that applies in the UK or to the Data Protection Act 2018.
		2. **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.
		3. **Contract**: has the meaning given to it in Clause 3.3 of the Agreement.
		4. **Controller** has the meaning given to it under the General Data Protection Regulation
		5. **Customer Personal Data**:has the meaning given in Clause 19.8 of the Agreement.
		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. [**Framework Purchasers:** means the entities listed in Schedule 6 which may be varied in accordance with Clause 23.6.] *[Delete if not applicable]*
		8. **General Data Protection Regulation**: Regulation 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, and repealing Directive 95/46/EC.
		9. **Member State**: a member state of the European Union.
		10. **Order**: any order of Services by the Customer pursuant to a Purchase Order Form or a Scope of Work.
		11. **Personal Data**: has the meaning given to it under Applicable Privacy Laws.
		12. **Processor** has the meaning given to it under the General Data Protection Regulation
		13. **Purchase Order Form**: has the meaning given to it in Clause 3.2 of the Agreement.
		14. **Scope of Work:** has the meaning given to it in Clause 3.2 of the Agreement.
		15. **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] 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**

## 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.

## 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 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.

## The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the Customer’s:

### Child Safeguarding policy;

### Fraud, Bribery and Corruption policy;

### Human Trafficking and Modern Slavery policy;

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

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

##  (together, the “Mandatory Policies”) attached as Schedule 4.

## 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.

## The Supplier, its suppliers and sub-contractors shall be subject to, and shall in relation to the Agreement and any Contract act in accordance with, the IAPG Code of Conduct appearing in Schedule 4 and any local or international standards which are applicable to the Services.

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; and

### 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

### 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

13.1 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

## 14.1 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

## 15.1 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

16.1 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;

### 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. **Data processing**
	1. The Parties acknowledge that in respect of all Personal Data made available by the Customer to the Supplier under or in connection with this Agreement and/or processed by the Supplier on the Customer’s behalf under the Agreement (“**Customer Personal Data**”), the Customer is the data controller and the Supplier [(and/or or one or more of the Supplier’s affiliates)][[1]](#footnote-2) is the data processor. The Parties acknowledge that Part B to Schedule 5 of the Agreement sets out details about the Customer Personal Data processed by the Supplier in connection with the Agreement.
	2. The Supplier shall process Customer Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in Part B of Schedule 5, and only in accordance with the Customer’s written instructions from time to time and shall not process Customer Personal Data for any purpose other than those authorized by the Customer.
	3. The Supplier shall take reasonable steps to ensure the reliability of its employees who have access to Customer Personal Data.
	4. [If the Supplier collects any Customer Personal Data on behalf of the Customer, it shall provide data subjects with a data protection notice informing the data subject of the identity of the data controller (i.e. the Customer), the identity of any data protection representative it may have appointed, the purposes or purposes for which their personal data will be processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, processed to enable processing in respect of the data subject to be fair.][[2]](#footnote-3)
	5. If the Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of Customer Personal Data or to either party’s compliance with Applicable Privacy Laws and the data protection principles set out therein, it shall immediately notify the Customer and it shall provide the Customer with full co-operation and assistance in relation to any such complaint, notice or communication.
	6. [Option 1: The Customer hereby authorizes the Supplier to appoint, remove and/or replace one or more sub-processors to process Customer Personal Data on behalf of the Customer in accordance with paragraph 1(f) of Part A of Schedule 5.]

OR

[Option 2: The Processor may not authorise any third party or sub-contractor to process the Customer Personal Data.]

 OR

[Option 3: The Supplier may not authorise any third party or sub-contractor to process Customer Personal Data, unless: (i) the Customer has given its prior written consent; and (ii) the Supplier enters into a written contract with the third party or sub-contractor on terms which are substantially the same as those set out in this Agreement and which complies with paragraph 1(f) of Part A of Schedule 5 and which terminates automatically on the termination or expiry of this Agreement.][[3]](#footnote-4) The Parties shall comply with their respective obligations set out in Part A [and Part C][[4]](#footnote-5) of Schedule 5, which [is/are] hereby incorporated into the Agreement.

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 arbitration.

## All disputes, controversies or claims arising out of or in connection with this Agreement and/or any Contract, including the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules.

### The place of arbitration shall be London, United Kingdom;

### The language to be used in the arbitral proceedings shall be English; and

### The Agreement and any non-contractual obligations arising out of or in relation to the Agreement and/or any Contract are governed by English law.

## 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.
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 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/%3Ax%3A/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 or 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: MANDATORY POLICIES**

**I: SAVE THE CHILDREN’S CHILD SAFEGUARDING POLICY**

**1. Our values and principles**

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

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

**2. What is Child Abuse?**

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

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

**Definitions of Child Abuse:**

|  |  |
| --- | --- |
| **Sexual Abuse** | **Sexual abuse** is the involvement of a child in sexual activities, whether or not the child is aware of what is happening. The activities may involve physical contact, including assault by penetration (for example, rape or oral sex) or non-penetrative acts such as masturbation, kissing, rubbing and touching outside of clothing. They may also include non-contact activities, such as involving children in looking at, or in the production of, sexual images, watching sexual activities, encouraging children to behave in sexually inappropriate ways, or grooming a child in preparation for abuse (including via the internet). Adult males do not solely perpetrate sexual abuse. Women can also commit acts of sexual abuse, as can other children. |
| **Physical** | **Physical abuse** is the non-accidental use of physical force that deliberately or inadvertently causes a risk of/or actual injury to a child. This may include hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating or otherwise causing non-accidental physical harm to a child. Physical harm can also be caused when a parent or carer fabricates the symptoms of, or deliberately induces, illness or temporary, permanent injury or disability of a child. |
| **Emotional** | Emotional abuse involves doing harm to a child’s emotional, intellectual, mental or psychological development. This may occur as an isolated event or on an ongoing basis. Emotional abuse includes but is not limited to any humiliating or degrading treatment (e.g. bad name calling, threats, yelling/screaming/cursing, teasing, constant criticism, belittling, persistent shaming etc.), failure to meet a child’s emotional needs, and rejecting, ignoring, terrorizing, isolating or confining a child |
| **Neglect** | Neglect includes but is not limited to failing to provide adequate food, sufficient or seasonally appropriate clothing and /or shelter.Neglect is also failing to prevent harm; failing to ensure adequate supervision; failing to ensure access to appropriate medical care or treatment or providing inappropriate medical treatment (e.g. administering medication when not authorized); or failing to provide a safe physical environment (e.g. exposure to violence, unsafe programming location, unsafe sleeping practices, releasing a child to an unauthorized adult, access to weapons or harmful objects, failing to child-proof a space that children will occupy etc.). It can also be SCI staff, partners, contractors, suppliers and sub-grantees failing to apply minimum requirements as set out in mandatory procedures.  |
| **Exploitation** | Child exploitation is an umbrella term used to describe the abuse of children who are forced, tricked, coerced or trafficked into exploitative activities. For Save the Children child exploitation includes modern slavery and trafficking of children and children forced or recruited into armed conflict. Child sexual exploitation is a form of child sexual abuse. It occurs where an individual or group takes advantage of an imbalance of power to coerce, manipulate or deceive a child or young person under the age of 18 into sexual activity; (a) in exchange for something the victim needs or wants, and/or (b) for the financial advantage or increased status of the perpetrator or facilitator. The victim may have been sexually exploited even if the sexual activity appears consensual. Child sexual exploitation does not always involve physical contact; it can also occur with the use of technology. Within Save the Children child sexual abuse and exploitation also includes child early and forced marriage. |
| **Child Labour**  | **Child Labour** is work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It is work that:* is mentally, physically, socially or morally dangerous and harmful to children; and
* interferes with their schooling by:
* depriving them of the opportunity to attend school;
* obliging them to leave school prematurely; or
* requiring them to attempt to combine school attendance with excessively long and heavy work.

If a young person, under the age of 18 is part of an apprenticeship scheme within the statutory law of the country and does not meet any of the above, this would not be considered by SCI as child labour. However, any partner, supplier, contractor or sub-contractor must inform SCI of the name of any apprentice who will be directly involved with our work.For Save the Children it is not acceptable for any staff or representatives to engage anyone under the age of 18 to work as domestic help in their place of work or at home.Child labour may also be a form of child slavery. **Child slavery** is the transfer of a young person (under 18) to another person so that the young person can be exploited.  |
| **Zero Tolerance** | * At Save the Children, we have a culture of zero tolerance for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying.
* This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken.
* It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.
 |

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

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

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

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

**3. Our approach to preventing the abuse and exploitation of children**

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

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

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

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

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

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

1. Physically, sexually, or emotionally harming or threatening to harm a child. This includes beating them or any other form of physical or humiliating discipline
2. Engaging in any form of sexual activity with anyone under the age of 18, regardless of age of consent or custom locally
3. Exchanging money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviours. This includes exchange for assistance that is due to beneficiaries and their families
4. Sending private messages to children you have met through Save the Children, for example private messaging on social media or by mobile phone
5. Engage anyone under the age of 18 in exploitative and harmful labour
6. Employees engaging in commercial exploitation of children, for example a hotel employee facilitating sexual abuse by hotel guests or indirectly
7. Causing the death of or seriously injuring a child due to reckless or careless driving
8. Failing to ensure the required health and safety at construction or other sites where services are being provided and work implemented on behalf of Save the Children
9. Failing to follow the law or required procedures and regulations which result in the death or harm of a child

**4. The commitment we expect from you**

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

1. You must have a zero-tolerance policy on Child abuse and exploitation and take all measures available to you to prevent and respond to actual, attempted or threatened forms of child abuse and exploitation involving SCI staff or representatives, or your organisation’s employees or representatives that arises during performance of the terms of this Agreement.
2. You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected or actual child abuse involving SCI staff or representatives, or your organisation’s employees or representatives that arises during performance of the terms of this Agreement.
3. You must **immediately report** any suspicion of child abuse or exploitation occurring in SCI, your organisation or the organisations you work with, that arises during the performance of the terms of this agreement with Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.
4. When you or any staff working for Save the Children under your control suspect or become aware of a child safeguarding concern in relation to work for Save the Children, you are obliged to:-
	* act quickly and immediately report suspicions or knowledge of a safeguarding concern or incident to a relevant contact at Save the Children (which could include the Country Office Supply Chain lead, Child Safeguarding Focal Point, Save the Children Country Director / Regional Director or report to **childsafeguarding@savethechildren.org**
	* keep any information confidential between you and the person you report this to.
5. You will cooperate with Save the Children in any investigations of concerns reported under this Agreement, and keep Save the Children promptly updated on any concerns reported under this Agreement, including but not limited to actions taken by you in response.

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

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

**Our values and principles**

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

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

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

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

**What we do**

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

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

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

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

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

**Definitions and examples of fraud, bribery and corruption**

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

**Fraud**: An act of deception intended for personal gain to obtain an advantage, avoid an obligation or to cause loss to another party even if no such gain or loss is in fact caused. For the purpose of this policy, fraud also covers the dishonest appropriation of property belonging to another, with the intention of permanently depriving them of it.

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

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

1. *paying or offering a bribe:* give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
2. *receiving or requesting a bribe*: accept a payment, gift or hospitality from a third party including from government officials, representatives or other politicians that you know or suspect is offered with the expectation that it provides them or anyone else an advantage in return;
3. *receiving improper benefits*: give or accept a gift or provide any hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence SCI’s decision-making;
4. *receiving a ‘kickback’:* improperly receiving a share of funds or a commission from a supplier as a result of involvement in a bid, tender or procurement exercise.

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

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

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

**What is expected of you?**

1. You have a duty to protect the assets of Save the Children from any form of dishonest behaviour.
2. You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected or actual fraud, bribery and corruption.
3. You must **immediately report** any suspicion of fraud, bribery or corruption occurring in their organisation that affects SCI funds, brand, staff or assets to Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children. Reports of suspicions of fraud, bribery or corruption are made to the
4. When you or any staff working for Save the Children Under your control suspect or become aware of fraud, bribery or corruption in relation to work for Save the Children, you are obliged to:-
	* act quickly and immediately report suspicions or knowledge of fraud, bribery or corruption to a relevant contact at Save the Children (which could include the Country Office Partnership lead, Program lead, Supply Chain lead, Senior Management Team member or the Save the Children Country Director / Regional Director and/or the Save the Children Head of Fraud Management at **scifraud@savethechildren.org**
	* keep any information confidential between you and the person you report this to.
5. You must immediately declare any actual or perceived conflict of interest between any personal, private interest and save the Children’s work.
6. You will cooperate with Save the Children in any investigations, and to enable Save the Children to keep our donors and members fully informed and promptly updated on any suspicion of fraud relating to their funds.

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

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

**1. Our values and principles**

*Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in human trafficking or modern slavery.*

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

**2. What is human trafficking and modern slavery?**

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

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

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

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

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

**3. Our approach to preventing human trafficking and modern slavery**

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

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

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

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

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

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

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

**4. The commitment we expect from you**

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

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

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

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



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

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

**Code of Conduct for Suppliers**

Goods and services are produced and delivered under conditions where:

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

**Environmental Standards**

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

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

**Business Behaviour**

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

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

**Qualifications to the statement**

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

**Disclaimer**

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

**V: SAVE THE CHILDREN’S PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY**

1. **Our values and principles**

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

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

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

**2. What is Sexual Exploitation and Abuse?**

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

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

**Definitions of Sexual Exploitation and Abuse (SEA):**

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

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| Zero Tolerance  | * At Save the Children, we have a culture of zero tolerance for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying.
* This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken.
* It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.
 |

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

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

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

**3. Our approach to preventing the abuse and exploitation of adults**

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

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

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

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

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

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

1. Engaging in relationships, which could be an abuse of trust, are abusive and/or exploitative.
2. Your employees engaging in commercial sexual exploitation of a person, for example a hotel employee facilitating sexual abuse by hotel guests.
3. Sexual assault.
4. Forcing sex or someone to have sex with anyone.
5. Forcing a person to engage in prostitution or production of pornography.
6. Unwanted touching of a sexual nature.

**4. The commitment we expect from you**

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

1. You must have a zero-tolerance policy on SEA and take all measures available to you to prevent and respond to any actual, attempted or threatened of sexual exploitation or abuse involving SCI staff or representatives, or your organisation’s employees or representatives that arises during performance of the terms of this Agreement.
2. You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected, or actual, concerns of sexual exploitation and sexual abuse involving SCI staff or representatives, or your organisation’s employees or representatives that arises during performance of the terms of this Agreement.
3. You must **immediately report** any suspicion or incident of sexual exploitation or abuse occurring in SCI, your organisation or sub-contractor in relation to your business partnership with Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.
4. When you or any staff working for Save the Children under your control suspect or become aware of a safeguarding concern in relation to work for Save the Children, you are obliged to:-
	* Act quickly and immediately report suspicions or knowledge of a safeguarding concern or incident to a relevant contact at Save the Children (which could include the PSEA Focal Point, the Save the Children Country Director / Regional Director).
	* Keep any information confidential between you and the person you report this to.
5. You will cooperate with Save the Children in any investigations of concerns reported under this Agreement, and keep Save the Children promptly updated on any concerns reported under this Agreement, including but not limited to actions taken by you in response.

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

**VI: SAVE THE CHILDREN’S Anti-Harassment, Intimidation and Bullying Policy**

1. **Our values and principles**

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

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

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

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

1. **What is Harassment, Intimidation and Bullying?**

**Definitions of Harassment, Intimidation and Bullying**

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| --- | --- |
| Word/Term | Definition |
| *Harassment* | **Harassment** consists of unwanted conduct, whether verbal, physical or visual, which is related to a person’s sex, gender, marital status, sexual orientation, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability with the purpose or effect of violating the dignity of a person or creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.  |
| *Sexual Harassment* | **Sexual Harassment** consists of unwanted conduct of a sexual nature, which has the purpose or effect of violating the dignity of a person or creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.Sexual Harassment may take the form of unwelcome physical, verbal or non-verbal conduct directed at a person or group of persons, which may include - but is not limited to - the following:1. unwanted physical contact, ranging from touching to sexual assault and rape;
2. verbal forms of sexual harassment including unwelcome sexual innuendoes, suggestions and hints, sexual advances, comments with sexual overtones, sex-related jokes or insults, comments about a person’s body or enquiries about a person’s sex life or sexual orientation;
3. non-verbal forms of sexual harassment including unwelcome gestures, whistling, indecent exposure or the unwelcome display of sexually explicit pictures or objects;

d) unwanted messages of a sexual nature that are sent via email, SMS, skype, voice messages and other electronic means, whether using SCI IT/devices or personal mobiles/equipment; or(e) harassment of a sexual nature that is linked to recruitment/employment opportunities, promotion, training or development opportunities or the offer of salary increments or other employee or worker benefits in exchange for sexual favours. |
| *Intimidation* | **Intimidation** is the unreasonable use of status or authority to require or coerce an individual to perform an action or task, which the individual knows to be inappropriate and/or disrespectful, illegal, or in direct conflict with SCI policy or procedure.  |
| *Bullying* | **Bullying** is any repeated offensive, abusive, intimidating, malicious or insulting behaviour which: **(i)** makes the recipient feel upset, threatened, humiliated or vulnerable or undermines their self-confidence or causes them to suffer stress or feel upset; and **(ii**) a reasonable observer would identify as amounting to bullying behaviour.  |
| *Sexual Exploitation* | Any actual or attempted abuse of a position of vulnerability, differential power, trust, or dependency, for sexual or sexualised purposes. This includes the offer or promise of monetary, social, political benefits as an incentive or form of coercion. |
| *Sexual Abuse* | The threatened or actual physical intrusion of a sexual or sexualised nature, including inappropriate touching, by force or under unequal or coercive conditions, sexual assault and rape. It may also include threatened or actual non-physical intrusion (unwanted and/or uninvited exposure to pornography, texts, images, and so on, the sharing of images, texts and so on, demands for sexualised photographs etc.). |
| *Discriminatory and disrespectful behaviour* | Other forms of harassment [that] may relate to a person’s gender, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability and may involve bullying or intimidation or both. |
| Zero Tolerance | * At Save the Children, we have a culture of zero tolerance for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying.
* This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken.
* It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.
 |

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

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

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

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

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

**Prevention:** Promoting a safe and healthy working environment by applying all relevant policies and mechanisms to ensure that staff and those who work with Save the Children understand and minimise the risks of any form of harassment, intimidation and bullying.

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

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

**4. The commitment we expect from you**

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

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

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

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

SCHEDULE 5DATA PROTECTION

**PART A

ADDITIONAL OBLIGATIONS IN RELATION TO DATA PROCESSING**

1. In addition to the other applicable obligations in Clause 19 of the Agreement, the Supplier shall:

##### process Customer Personal Data only on documented instructions from the Customer, including with regard to transfers of Customer Personal Data outside the European Economic Area or to an international organization (unless the Supplier is otherwise required to process Customer Personal Data by European Union or Member State law to which the Supplier is subject, in which case the Supplier shall inform the Customer of that legal requirement unless prohibited by that law on important grounds of public interest) and immediately inform the Customer if, in the Supplier’s opinion, any instruction given by the Customer to the Supplier infringes Applicable Privacy Laws;

##### ensure that persons authorized to process Customer Personal Data are subject to confidentiality obligations in respect of the Customer Personal Data;

##### implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk of the Supplier’s processing under this Agreement, taking into account the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, and shall include the following measures as appropriate: (i) the pseudonymization and encryption of Customer Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing;

##### (i) only engage sub-processors as permitted under Clause 19.6 of the Agreement by entering into a legally binding written agreement that places the same data protection obligations as those set out in this Part A of Schedule 5 to the Agreement on the sub-processor, provided that if the sub-processor fails to fulfil its data protection obligations, the Supplier shall remain fully liable to the Customer for the performance of the sub-processor’s obligations; and (ii) provide prior written notice to the Customer of any additional or replacement sub-processors before entering into such agreement;

##### taking into account the nature of the processing, assist the Customer by appropriate technical and organizational measures, insofar as possible, to respond to requests from data subjects for access to or rectification, erasure, portability, restriction of processing or objections to processing of their Customer Personal Data;

##### assist the Customer in ensuring compliance with the Customer’s security, data breach notification, impact assessment and consultation obligations under Applicable Privacy Laws, taking into account the nature of processing and information available to the Supplier;

##### at the Customer’s election, delete or return all Customer Personal Data and existing copies to the Customer at the end of the provision of the Services (unless European Union or Member State law requires the Supplier to store the Customer Personal Data);

##### make available to the Customer all information necessary, and allow for and contribute to audits and inspections conducted by the Customer or the Customer’s mandated auditor, to demonstrate the Supplier’s compliance with its obligations under this Part A to Schedule 5 of the Agreement;

##### maintain a written record of all categories of processing activities carried out on behalf of the Customer that satisfies the requirements of Applicable Privacy Laws and make this record available on request to any relevant European Union or Member State supervisory authority;

##### cooperate on request with any relevant European Union or Member State supervisory authority; and

##### notify the Customer without undue delay after becoming aware of a breach of Customer Personal Data.

SCHEDULE 5DATA PROTECTION

**PART B

DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA UNDER SCHEDULE 1 OF THE AGREEMENT**

This Part B sets out details about the processing of Customer Personal Data as part of the Services.

**Subject matter and duration of the processing**

The Customer Personal Data shall be processed in order to allow the Supplier to provide the Services (as described in Schedule 3). [*Please insert further details on the subject matter of the processing of Customer Personal Data by the Supplier*]

[The processing shall take place for the duration of the Term, unless otherwise directed by the Customer.]

**Nature and purpose of the processing**

[*Please provide a description, broadly, of the processing operations that the Supplier will undertake. For example: ‘the Supplier is providing software as a service and will store personal data uploaded by the Customer (or the Customer’s affiliates) in a server hosted by the Supplier. The Supplier will not further access or process the relevant personal data unless instructed by the Customer, or as may be incidentally necessary in order for the Supplier to perform maintenance activity on its software as a service offering. The purpose of the Supplier’s processing will be to allow the Customer to access personal data that it uploads to the Supplier’s platform.’*]

**Data subjects**

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

[ ]  SCI staff (including volunteers, interns, consultants)

[ ]  Project beneficiaries

[ ]  Household / relatives of Project beneficiaries

[ ]  SCI sub-contractor or supplier employees

[ ]  SCI donors

[ ]  SCI visitors

[ ]  SCI partner staff

[ ]  Members of the general public who contact SCI

[ ]  Other (please specify) …………………………….

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

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

|  |  |
| --- | --- |
| **Personal Data** | **Sensitive Data** |
| [ ]  Names | [ ]  Racial or ethnic origin |
| [ ]  Dates of birth | [ ]  Genetic data or biometric data (e.g. finger print) for the purpose of uniquely identifying someone |
| [ ]  Addresses | [ ]  Data concerning physical or mental health (incl. medical records, medical history, pre-travel health and psychological well-being examinations) or sexual orientation |
| [ ]  Telephone or mobile numbers | [ ]  Data relating to someone’s criminal convictions or offences |
| [ ]  Email addresses | [ ]  Political opinions |
| [ ]  Photos  | [ ]  Religious or similar beliefs  |
| [ ]  Identity document numbers (e.g. passport, birth certificates or national ID numbers) | [ ]  Trade union membership or activities |
| [ ]  Employment history  |  |
| [ ]  Online electronic data (e.g. location data, IP address, email communication, browser history)  |  |
| [ ]  Financial information (e.g. bank account details or income) |  |
| [ ]  Immigration status  |  |
| [ ]  Family details  |  |
| [ ]  Other: (please specify) |  |

***[include Part C and the two appendices if relevant[[5]](#footnote-6)]***

SCHEDULE 5DATA PROTECTION

**PART C
DATA TRANSFER AGREEMENT**

**Commission Decision C(2010)593**

**Standard Contractual Clauses (processors)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

[Save the Children International, [insert address]]

(the **data exporter**)

[insert details of the Supplier processing entity]

(the **data importer**)

each a “**party**”; together “**the parties**”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

*Clause 1*

***Definitions***

For the purposes of the Clauses:

1. 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
2. 'the data exporter' means the controller who transfers the personal data;
3. 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
4. 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
5. 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
6. 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

*Clause 2*

***Details of the transfer***

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

*Clause 3*

***Third-party beneficiary clause***

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

*Clause 4*

***Obligations of the data exporter***

The data exporter agrees and warrants:

1. that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
2. that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
3. that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
4. that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
5. that it will ensure compliance with the security measures;
6. that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
7. to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
8. to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
9. that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
10. that it will ensure compliance with Clause 4(a) to (i).

*Clause 5*

***Obligations of the data importer***

The data importer agrees and warrants:

1. to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
2. that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
3. that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
4. that it will promptly notify the data exporter about:
5. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
6. any accidental or unauthorised access, and
7. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
8. to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
9. at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
10. to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
11. that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
12. that the processing services by the subprocessor will be carried out in accordance with Clause 11;
13. to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

*Clause 6*

***Liability***

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

1. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

*Clause 7*

***Mediation and jurisdiction***

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
2. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
3. to refer the dispute to the courts in the Member State in which the data exporter is established.
4. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

*Clause 8*

***Cooperation with supervisory authorities***

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

*Clause 9*

***Governing Law***

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

*Clause 10*

***Variation of the contract***

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

*Clause 11*

***Subprocessing***

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

*Clause 12*

***Obligation after the termination of personal data processing services***

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

**Appendix 1 to PART C[[6]](#footnote-7)**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

**Data exporter**

The data exporter is (please specify briefly your activities relevant to the transfer):

Save the Children International, [*insert address*]

**Data importer**

The data importer is (please specify briefly activities relevant to the transfer):

[*For example: the Supplier Company, with offices at [insert address]. The Supplier Company is contracting with the data importer to [briefly describe the Services].*]

**Data subjects**

The personal data transferred concern the following categories of data subjects (based on information known at the contracting stage and are non-exhaustive): (tick categories applicable)

[ ]  SCI staff (including volunteers, interns, consultants)

[ ]  Project beneficiaries

[ ]  Household / relatives of Project beneficiaries

[ ]  SCI sub-contractor or supplier employees

[ ]  SCI donors

[ ]  SCI visitors

[ ]  SCI partner staff

[ ]  Members of the general public who contact SCI

[ ]  Other (please specify) …………………………….

**Categories of data (including special categories of data, if appropriate)**

The personal data and/or sensitive data transferred concern the following categories of data (based on information known at the contracting stage and are non-exhaustive): (please tick applicable categories)

|  |  |
| --- | --- |
| **Personal Data** | **Sensitive Data** |
| [ ]  Names | [ ]  Racial or ethnic origin |
| [ ]  Dates of birth | [ ]  Genetic data or biometric data (e.g. finger print) for the purpose of uniquely identifying someone |
| [ ]  Addresses | [ ]  Data concerning physical or mental health (incl. medical records, medical history, pre-travel health and psychological well-being examinations) or sexual orientation |
| [ ]  Telephone or mobile numbers | [ ]  Data relating to someone’s criminal convictions or offences |
| [ ]  Email addresses | [ ]  Political opinions |
| [ ]  Photos  | [ ]  Religious or similar beliefs  |
| [ ]  Identity document numbers (e.g. passport, birth certificates or national ID numbers) | [ ]  Trade union membership or activities |
| [ ]  Employment history  |  |
| [ ]  Online electronic data (e.g. location data, IP address, email communication, browser history)  |  |
| [ ]  Financial information (e.g. bank account details or income) |  |
| [ ]  Immigration status  |  |
| [ ]  Family details  |  |
| [ ]  Other: (please specify) |  |

**Processing operations**

The personal data transferred will be subject to the following basic processing activities (please specify):

[*Please provide details of proposed processing activity. For example: ‘the Supplier is providing logistics services to the Customer will store and process personal data provided by the Customer (or Customer affiliates) in order to provide these Services. The purpose of the Supplier’s processing will be to allow the Supplier to complete deliveries of goods and other supplies to Customer’s local partner organisations across the world.*]

**DATA EXPORTER**

Name:………………………………

Authorised Signature ……………………

**DATA IMPORTER**

Name:………………………………

Authorised Signature ……………………

**Appendix 2 to Part C**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

**Description of the technical and organisational security measures implemented by the data importer in accordance with in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

[*Please detail all technological and organizational security measures that the Supplier will have in place in respect of Customer Personal Data. These measures should be appropriate to the risk of Customer Personal Data being lost or damaged and the nature of harm that might result. Technological measures can include encryption, password protection, use of secure servers and anti-virus software, Organizational measures can include physical protections (such as access controls and locking up of important documents), staff training, appropriate IT policies (such as BYOD policies) and incident response plans.*]

**DATA EXPORTER**

Name:………………………………

Authorised Signature ……………………

**DATA IMPORTER**

Name:………………………………

Authorised Signature ……………………

# [SCHEDULE 6FRAMEWORK 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.*]*

## **APPENDIX 2 – SAVE THE CHILDRENS 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. Child abuse is never acceptable.

It is expected that all who work with Save the Children are committed to safeguard children whom they are in contact with.

**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 the behaviour by a representative of Save the Children which are 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 abusive in any way or may place a child at risk of abuse.
5. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
6. Behaving physically in a manner which is inappropriate or sexually provocative.
7. 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.
8. Doing things for children of a personal nature that they can do themselves.

1. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
2. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
3. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
4. Spending excessive time alone with children away from others.
5. 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 manager with your concerns immediately (or their senior manager if necessary)
* keep any information confidential to you and the manager.

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

**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. Child abuse is never acceptable.

It is expected that all who work with Save the Children are committed to safeguard children whom they are in contact with.

**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 the behaviour by a representative of Save the Children which are 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 abusive in any way or may place a child at risk of abuse.
5. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
6. Behaving physically in a manner which is inappropriate or sexually provocative.
7. 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.
8. Doing things for children of a personal nature that they can do themselves.

1. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
2. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
3. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
4. Spending excessive time alone with children away from others.
5. 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 manager with your concerns immediately (or their senior manager if necessary)
* keep any information confidential to you and the manager.

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

## **APPENDIX 3 - SAVE THE CHILDRENS ANTI BRIBERY & CORRUPTION POLICY**

**Our values and principles**

Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to behave in a corrupt manner while carrying out Save the Children’s work.

**What we do**

Save the Children is committed to preventing acts of 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 bribery and corruption.

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

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

To help you identify cases of bribery and corruption, behaviour which amounts to corruption includes but is not limited to:

* 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.

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 corruption. Furthermore, you must immediately report any suspicion of bribery or corruption to the Save the Children senior management team or Country Director and not to anyone else. 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
* encourage your own staff to report on bribery and corruption
* contact the Save the Children senior management team or Country Director with your concerns immediately (or their senior manager if necessary)
* keep any information confidential to you and the manager.

Attempted 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 Anti-Bribery and Corruption Policy then please contact your Save the Children representative.

## **APPENDIX 4 – SAVE THE CHILDRENS HUMAN TRAFFICKING & MODERN SLAVERY POLICY**

**1. Our values and principles**

*Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in human trafficking or modern slavery.*

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

**2. What is human trafficking and modern slavery?**

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

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

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

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

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

**3. Our approach to preventing human trafficking and modern slavery**

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

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

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

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

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

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

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

**4. The Commitment we expect from commercial partners**

We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we may include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.

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

## **APPENDIX 5 – CODE OF CONDUCT FOR IAPG AGENCIES & 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) support. 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 practiced
* Regular employment is provided
* No harsh or inhumane treatment of staff is allowed.

**Environmental Standards:**

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

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

**Business Behaviour:**

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

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

**Qualifications to the statement**

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

**Disclaimer**

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

**APPENDIX 5: Security Compliance based on Supplier Security Questionnaire**

To allow Save the Children International to ascertain whether the security arrangements of third party suppliers or partners meet its requirements, please complete this questionnaire and return it to *<< include email address here>>*. It should be complete and contain supplementary detail where this relates to the service or product provided or the information to be shared.

SCI Supplier: Information Security Questionnaire

|  |
| --- |
| **Supplier Details** |
| Third Party Name: |  | Date of Provision:  |  |
| Address: |  | Website: |  |
| Information Security Contact: |  | Contact:Email/ Phone: |  |
| Location of Data Centre: |  | Contact:Email/ Phone: |  |
| Location of Recovery Centre: |  | Contact:Email/ Phone: |  |
| SCI Sponsoring Dept.: |  | Contact:Email/ Phone: |  |

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| --- |
| **Service Details** |
| Description of Service/Product: |  |
| Users of the System: |  |
| Technical Description Security controls e.g. (client, agent, SSL, FTP transmission, hosted website, ASP, etc.)Please describe in detail how the controls selected will secure Confidentiality Integrity and Availability of SCI data: |  |
| Describe Pertinent Outsourced / Contracted Service Arrangements (such as onsite support, remote support, temporary access, database management, etc.): |  |

|  |
| --- |
| Data Identification |
| Please check all SCI Data types that apply in the Provision of this service/product:  |

|  |  |  |
| --- | --- | --- |
| **Sensitivity** | **Data Type** | **Please Tick** |
| High | Child Safeguarding | [ ]  |
| High | Personally Identifiable Information | [ ]  |
| High | Payment Card Information | [ ]  |
| High | Other Financial Information | [ ]  |
| High | Medical Information | [ ]  |
| Medium | Intellectual Property | [ ]  |
| Medium | Business Processes | [ ]  |
| Medium | Commercial | [ ]  |
| Low | Publicly available Information | [ ]  |

If there are additional SCI Data types not listed above that apply please detail below:

We store Name, Telephone, Mail and user name and password of users. Most companies get approval for that from their worker council before doing the project with us. The business / system owner is our customer (not us), who is searching for approval with its stake holders. We do not store personal life habits, we do not store professional life habits, we have no wage or payroll data, we store connection details incl IP address & Logs, No location data, no health data, no security number, no offence/conviction data, no religious data, no labour data, no biometric data but we store the picture (optionally but not mandatory)

SCI Information Security requirements

|  |
| --- |
|  Information Security Provision Organisational |
| 1. Does your organisation have an Information Security function?

[ ] Yes [ ] NoIf yes please check those on the right that apply: | [ ]  An Information Security Strategy[ ]  An Information Security Steering group [ ]  An Information Security Officer[ ]  A Privacy/Compliance Officer[ ]  Explicit documented support from Board[ ]  Certified Accreditation ISO 27001 (Please enter scope below) |
| 1. Does your organisation have Information Security and Privacy Policies?

[ ] Yes [ ] NoIf yes please check those on the right that apply: | [ ]  A regularly reviewed fully documented and board approved Information Security policy[ ]  Policies are reviewed at least annually and changes are approved by appropriate governance committee[ ]  Information Security policies are published and made available to all users, contractors and other concerned parties.[ ]  A Data Protection and Privacy policy is reviewed and approved by a qualified legal counsel.[ ]  Users must confirm their understanding and compliance with security policies at induction and this is refreshed at regular intervals thereafter, at least annually.[ ]  Users have undergone Information Security and Data Protection Awareness training and are aware of the ramifications of breaching the law and information security policy.The Following areas are addressed in Documented Information Security Policies.[ ]  Business Continuity Management[ ]  Change control[ ]  Risk Assessment[ ]  Compliance[ ]  Computer Network Security[ ]  Access Control[ ]  Email Security[ ]  Encryption[ ]  Incident Response and investigation[ ]  Information asset classification and protection[ ]  Internet/ Web application security[ ]  Password/ authentication management[ ]  Personnel Security[ ]  Physical Access control[ ]  Remote access[ ]  Security Awareness[ ]  Development and application Security[ ]  Systems development and maintenance[ ]  Vendor/ Third Party Management[ ]  Anti-virus and anti-malware ManagementAdditional Information: |

|  |  |
| --- | --- |
| 1. Does your organisational recruitment process require a Full Background Check?

[ ] Yes [ ]  No Not required, Why?      If yes please check those on the right that apply: | All applicable checks are carried out. Criminal, Educational, credit, drug, Work History for:[ ]  All employees[ ]  Selected employees (provide details below)[ ]  All Independent Contractors[ ]  Others (provide details below)Additional Information: |
| 1. Will your organisation subcontract part or whole of the Service?

[ ]  Yes [ ]  NoIf yes please provide details of the subcontracting arrangements: | Additional Information: |
| 1. In the event of a security incident involving SCI Data it must be reported to us, what are your customer reporting procedures?
 | Additional Information: |
| 1. Will SCI data be processed outside of the EEA?

[ ]  Yes[ ]  NoIf yes then please provide details of where and what adequate security measures (such as, but not limited to model terms, Safe Harbor, etc.) you have in place: | Additional Information: |

|  |
| --- |
| Physical / Environmental Security  |
| 1. Does your organisation have Physical Security controls in place?

[ ] Yes [ ] No If yes please check those on the right that apply: | [ ]  Physical security function centralised for all locations [ ]  Security perimeter [ ]  Proximity ID (smartcards) for Access control[ ]  Receptionist[ ]  CCTV cameras[ ]  Cables and network ports are protected from unauthorised accessAdditional Information:  |

|  |
| --- |
| Computer / Network Security |
| 1. Does your organisation enforce a patch –management process?

[ ] Yes [ ] No If yes please check those on the right that apply: | [ ]  Vulnerabilities and exploits are monitored through a CERT subscription[ ]  Security patches are prioritised and implemented on criticality impact and likelihood analysis.[ ]  Patches are tested on non-production systems before implementation in live environmentAdditional Information:  |
| 1. Does your organisation enforce an anti- virus and malware program?

[ ] Yes [ ] No If yes please check those on the right that apply: | [ ]  Anti- virus and malware protection is installed, enabled and kept up to date on all organisational servers, workstations and mobile devices[ ]  Security patches are prioritised and implemented on criticality impact and likelihood analysis.[ ]  Patches are tested on non-production systems before implementation in live environmentAdditional Information: |

|  |  |
| --- | --- |
| 1. Are all systems in your internal, externally –facing and DMZ environments secured?

[ ] Yes [ ] No If yes please check those on the right that apply: | [ ]  Internet accessible systems are tested for vulnerabilities and Web Application firewalls are used to protect Web servers[ ]  Firewalls are configured to ensure sources(s) Destinations(s) and protocols(s) are appropriate for business needs and identified risk.[ ]  Malformed and suspicious network traffic, downloads or attachments are dropped and undesirable and dangerous content is filteredAdditional Information: |
| 1. If the system handles Card Payment Data are you or any sub-contractors PCI –DSS compliant?

[ ] Yes [ ] No If yes please provide a copy of your certificate:If no then please explain why not: | Additional Information: |
| 1. Are your systems subjected to regular Security testing?

[ ] Yes [ ] No If yes please check those on the right that apply: | [ ]  Security vulnerability testing is performed according to a defined and documented methodology[ ]  External penetration testing is carried out at regular intervals by a reputable third-party specialist. This is available to SCI for assurance purposes, if required.[ ]  Systems are Hardened by removing all unnecessary functionality.[ ]  Web Application testing is performed according to a defined and documented methodologyAdditional Information: |
| 1. Are controls in place to secure network access?

[ ] Yes [ ] No If yes please check those on the right that apply: | [ ]  NAC employed?[ ]  End point security is used to enforce NAC.[ ]  RBAC methodology employed documented reconciled and monitored.[ ]  Documented process to provision user accounts reviewed at least annually?Additional Information:  |
| 1. Is remote secure network access employed?

[ ] Yes [ ] No If yes please check those on the right that apply: | [ ]  2 factor authentication employed?[ ]  VPN with no Dual –homing / split tunnelling.[ ]  Appropriate encryption methodology employed documented reconciled and monitored to AES 256 standard.Additional Information:  |
| 1. Do you employ Data classification/ Protective marking?

[ ] Yes [ ] No If yes please check those on the right that apply: | [ ]  Based on risk assessment?[ ]  Based on defined and documented Data Protection requirements?[ ]  Information owners have documented responsibility for assets under their jurisdiction?Additional Information: |
| 1. Are security requirements embedded in Software development process?

[ ] Yes [ ] No If yes please check those on the right that apply: | [ ]  Security requirements are integral part of project plans, based on risk assessment[ ]  Security is defined and documented in system architecture[ ]  Security Coding standards are defined and documented e.g. OWASP[ ]  Test and production systems are segregated[ ]  Change control and configuration documented[ ]  System logs retained and for a defined period and checked for security related eventsAdditional Information:  |

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| --- |
| **Cloud Security (If Applicable)** |
| 1. Are there physical, administrative and technical controls in place for the cloud infrastructure hosting the application? (including any vulnerability assessment/penetration testing completed for the application)

[ ] Yes [ ] No  | Additional Information:  |
| 1. Does the application ensure user credentials and data transfer over internet are encrypted?

[ ] Yes [ ] No  | Additional Information:  |
| 1. How is SCI information protected when stored and processed in the service provider cloud?

[ ] Yes [ ] No  | Additional Information: |

|  |  |
| --- | --- |
| 1. Does the cloud service infrastructure support privileged users to have the ability to access SCI information in the cloud? How is segregation of duties ensured in BAU?

[ ] Yes [ ] No  | Additional Information: |
| 1. Do privileged roles for the application and database in the cloud allow provisioning of, or require, multi factor authentication (MFA)?

[ ] Yes [ ] No  | Additional Information: |

1. 1 *User Note: Include wording in brackets if an affiliate of the Supplier will be undertaking the processing of Customer Personal Data on behalf of the Customer.* [↑](#footnote-ref-2)
2. *User Note: This clause is only required where the data processor (i.e. the Supplier) not only receives personal data from the data controller (i.e. the Customer) for processing, but also collects personal data on behalf of the data controller for the data controller’s purposes. You could also include a specific form in which the data processor is required to collect such additional personal data, which could be attached to this agreement as a schedule.* [↑](#footnote-ref-3)
3. *User Note: This clause gives SCI the option of choosing between prohibiting or permitting (either in certain limited circumstances or without restriction) the appointment of sub-contractors and third parties to process Customer 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. If unsure, we would recommend the third option, as this permits sub-contracting within SCI’s control.* [↑](#footnote-ref-4)
4. *User Note: Part C of Schedule 5 contains EU Controller-to-Processor Model Clauses, which allow data to be lawfully transferred outside of the EEA. This exhibit should be included if the Customer Personal Data is being transferred outside of the EEA. This includes where: (i) the Supplier is located outside of the EEA; and/or (ii) the Supplier will be processing the Customer Personal Data outside of the EEA.* [↑](#footnote-ref-5)
5. *User Note: This Part C contains EU Controller-to-Processor Model Clauses, which allow data to be lawfully transferred outside of the EEA. As the clauses are European Commission-approved, the terms cannot be amended. This Part C and its two appendices should be included if the Customer Personal Data is being transferred outside of the EEA. This includes where: (i) the Supplier is located outside of the EEA; and/or (ii) the Supplier will be processing the Customer Personal Data outside of the EEA.* [↑](#footnote-ref-6)
6. ***User Note:*** *There is some overlap between the questions in Appendix 1 and 2 of Part C and the questions in Part B. Please ensure responses are consistent.* [↑](#footnote-ref-7)