

**INVITATION TO TENDER
FOR SAVE THE CHILDREN
INTERNATIONAL**

**Lebanon
29/07/2020**

**FRAMEWORK AGREEMENTS FOR OVER-
THE-COUNTER CASH TRANSFER SERVICES
ON BEHALF OF SCI LEBANON**

Date: 29/07/2020
**Invitation to Tender
(ITT) Reference No:** PR/B/2020/175

Dear Sir/Madam,

Save the Children International (SCI) invites you to tender to become a preferred supplier under a framework agreement for the provision of money payment services to individuals and households selected by Save the Children, as recipients of its humanitarian and non-humanitarian assistance. 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 to do so.

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](#)**
 - Introduction to SCI
 - Overview of Save the Children's cash transfer projects
 - Purpose and overview of the tender
 - Award criteria
 - Bidders' application
 - Vetting
 - Bidders' instruction
- **[Part 2: Service requirements and specifications](#)**
 - Specifications of the required services
 - Expected quality standards
- **[Part 3: Bidder Response Document](#)**
 - Response form 1 - Key information
 - Response form 2 – Essential Criteria
 - Response form 3 - Application form
 - Response form 4 – Capability Questions
 - Response form 5 – Commercial Questions
 - Response form 6 – Bidder Submission Checklist
 - Schedule 1 – Terms & Conditions of Bidding
- **[Part 4: Terms and conditions of purchase](#)**
 - Framework agreement (template)
 - Appendix 1 –Scope of work (template)
 - Appendix 2 – Service description (template)
 - Appendix 3 – Service levels (template)
- **[Part 5: Mandatory policies, as annexes to the terms and condition of purchase](#)**
 - Mandatory policy 1: Child Safeguarding Policy
 - Mandatory policy 2: Save the Children Anti-fraud, Bribery and Corruption Policy
 - Mandatory policy 3: Save the Children's Human Trafficking and Modern Slavery Policy
 - Mandatory policy 4: SCI Prevention of Sexual Exploitation and Abuse (PSEA) policy
 - Mandatory policy 5: The IAPG Code of Conduct
 - Mandatory policy 6: Policy on the Protection of Personal Data of Persons of Concern to SCI

Responses should be submitted no later than **02:00 PM on 02/09/2020** using the Bidder Response Documents provided in [Part 3](#) of this tender pack. For further guidance on how to submit your response, please follow the instructions detailed [here](#).

Queries should be directed to Lebanon.tenders@savethechildren.org

We look forward to receiving your response.

Save the Children Int. Lebanon

PART I – INVITATION TO TENDER

I. 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

2. OVERVIEW OF SAVE THE CHILDREN'S CASH TRANSFER PROJECTS

Save the Children began operations in Lebanon in 1953 and is the leading child-focused charity in-country providing support to vulnerable Lebanese and refugee children and their families in the North, Akkar, Bekaa and Baalbek-Hermel, Mount Lebanon, Beirut and South. We implement emergency relief and with long-term development programs. Our programs also support existing Government of Lebanon and common humanitarian delivery structures, allowing us to achieve scale with our proven approaches.

Our programmatic approach is to build evidence from our program innovations and then work to enhance existing systems to scale-up successful programs. We typically enhance service delivery directly or through local NGO and other partners and use our successes to engage in policy dialogue at different levels. We work in six main programmatic sectors in Lebanon targeting vulnerable children and their families in both rural and urban underserved areas.

In 2019, more than 2.5 million people are estimated to be in need of humanitarian assistance in the country, and a large percentage of Lebanese are likely to have increasing survival needs during 2020. As one of the leading humanitarian aid agencies in Lebanon, SCI has been responding using different modalities, of which being cash transfers.

Within this framework, SCI is looking to contract one or more financial service providers, which will physically operate the cash transfers to the households selected by Save the Children. The geographic scope includes all the governorates of Lebanon, with an expected envelope of \$1.6 million during 2020-2021.

3. PURPOSE AND OVERVIEW OF THE TENDER

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 \(Core Requirements & Specifications\)](#) of this Tender Pack.

The purpose of the tender is to identify and preposition qualified financial service providers able to legally operate in Lebanon. In 2020 and 2021, Save the Children may implement multiple projects requiring cash distributions for a projected total amount of approximately \$1.6 million in total, and in the North, Akkar, Bekaa and Baalbek-Hermel, Mount Lebanon, Beirut and South governorates.

The selected provider(s) will be offered to sign a framework agreement with Save the Children for the duration of 24 months. The framework agreement pre-qualifies providers for the required service.

When a project is confirmed, pre-qualified providers will be solicited by Save the Children to provide the required service, on a case by case basis. Each project will entail different volumes, transfer amounts, frequency, and locations of transfers. Hence, the Supplier will be asked to sign one Scope of Work per project, detailing the features of the cash transfers to be delivered (number of recipients, transfer amounts, frequency, dates of the transfers, and their locations). Under the framework agreement, the Supplier may be solicited to engage in one or more projects, or in none, over the course of the 24 months.

Please see below a summary of the tender for which Save the Children invites you to bid on.

Item	Description
Country	Lebanon
Description of services	Over-the-Counter cash transfers
Duration	Two years Framework Agreement starting from signing date
Agreement Type	<i>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.</i>

4. AWARD CRITERIA

Save the Children 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 (Pass or Fail); Capability Criteria (which will account for up to 60% of the scoring); and Commercial Criteria (which will account for up to 40% of the scoring).

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.

Each application will be submitted following Response Form #2.

4.1 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. These criteria are scored as Pass or Fail.

Failing one of the essential criteria will disqualify the bidder from the tender. The bidder's submission, if any, will not be evaluated against capability and commercial criteria, and will be discarded.

The essential criteria, which are verified through **Response Form #1**, are:

- a. Bidder's registration in Lebanon: Bidder to submit copies of company registration, tax ID certificate. Bidders have to provide with Owner or CEO or GM passport/I.D. copy.
- b. Bidder's confirmation of compliance with the following, proven by signature on each of the mentioned documents provided in Appendix:
 - a. SCI Conditions of Tendering
 - b. Terms and Conditions of Purchase
 - c. Child Safeguarding Policy (Appendix 2)
 - d. Save the Children's Anti-Bribery and Corruption Policy (Appendix 3)
 - e. Save the Children's Human Trafficking and Modern Slavery Policy (Appendix 4)
 - f. IAPG Code of Conduct (Appendix 5)
 - g. SCI Prevention of Sexual Exploitation and Abuse (PSEA) policy (Appendix 6)
 - h. SCI Policy on the Protection of Personal Data of Persons of Concern to SCI (Appendix 7)
- c. Bidders to confirm that they are not any prohibited parties or on Government blacklists (Bidders to submit a signed confirmation letter).
- d. Bidder's willingness to accept 100% payment to be paid until the maximum of 30 days from submission of invoice (after delivery) with all valid supporting documents, payment method will be either by cheque or local wire transfer in USD. Bidders to submit a confirmation letter.
- e. Bidder's to provide us with their latest 3 years of financial reports, i.e. 2016-2019.

4.2 CAPABILITY CRITERIA

All bids which pass the Essential Criteria will be evaluated against information provided in Response Form #3, which assesses the bidders' ability, skills, and experience in relation to the required service. The Capability scoring will account for up to 60% of the total scoring.

4.3 COMMERCIAL CRITERIA

All bids which pass the Essential criteria will be evaluated against information provided in Response Form #4, which assesses the commercial competitiveness of a bid. The Commercial scoring will account for up to 40% of the total scoring.

5. BIDDERS' APPLICATION

To ensure bidders provide all the required information in order for Save the Children to be able to effectively evaluate bidders' bids against all evaluation criteria, four forms have been created and provided in [Part 3 : Bidder Response Document](#) of this Tender Pack.

The forms are:

- Response Form 1: Key information
- Response Form 2: Eligibility Criteria (Pass or Fail)
- Response Form 3: Capability Statement (provided that eligibility criteria have been passed)
- Response Form 4: Commercial Criteria (provided that eligibility criteria have been passed)
- Response Form 5: Bidder Submission Checklist

Bidders must complete all Bidder Response Document and provide various pieces of information as part of their submission.

6. 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.

7. BIDDER INSTRUCTIONS

7.1 TIMELINE

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	29 July 20
Deadline for questions from Bidders	24 Aug 20
Deadline for Return of Bids	02 Sep 20
Bid Clarifications	21 Sep 20
Award Contact	28 Sep 20
Mobilisation	28 Sep 20
Go Live	01 Oct 20

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.

7.2 DOCUMENTATION FOR SUBMISSION

Bidders wishing to submit a proposal to this Invitation to Tender **must** use the forms (Bidders Response Documents) provided in [Part 2](#) of this Tender Pack. Any bids received using different formats will not be accepted.

The forms are:

- Response Form 1: Key information
- Response Form 2: Eligibility Criteria (Pass or Fail)
- Response Form 3: Capability Statement (provided that eligibility criteria have been passed)
- Response Form 4: Commercial Criteria (provided that eligibility criteria have been passed)
- Response Form 5: Bidder Submission Checklist

These forms have been created specifically for this tender and allow Bidders to demonstrate their ability to deliver the required goods and / or services in a competitive way. The Bidder Response Documents include forms to assess the Essential, the Capability, and the 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.

Information must be accurate and truthful. Save the Children reserve the right to ask for proof and evidence of statements, especially with regard to capacity.

7.3 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 can be submitted by hard copy:

Paper Submission

- One hard copy of bid submitted on headed paper
 - Bids to be submitted to Save the Children Int. Lebanon, 1st floor, Bloc B, Sodeco Building, Ashrafieh, Beirut, Lebanon.
 - Bids should be submitted in a single sealed envelope addressed to Save the Children
 - The envelope should clearly indicate the Invitation to tender reference number PR/B/2020/175, but contain no other details relating to the bid.
 - 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.

7.4 CLOSING DATE FOR BID SUBMISSION

Your bid must be received, either at the specific address or email address, no later than **02:00 PM 02 Sep 20**. 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.

7.5 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.

Procurement Committee members

Save the Children Int. Lebanon

1st floor, Bloc B, Sodeco building, Ashrafieh

Lebanon.tenders@savethechildren.org

Please be advised local working hours are 09:00 till 16:00

Please allow up to 21 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 – SERVICE REQUIREMENTS AND SPECIFICATIONS

SPECIFICATIONS OF THE REQUIRED SERVICES

The service to be delivered is over-the-counter cash transfers to recipients selected by Save the Children. The specifications of services required are described below.

Service requirement	Service specification
<p>The Supplier will perform the cash transfers over the counter, through its own retail offices or through agents</p>	<p>Cash payments are disbursed in local currency (LBP) to the recipients selected by Save the Children, in the amount and denomination set by Save the Children and in the required geographic areas, as per details to be provided in project-specific Scope of Work.</p> <p>Cash distributions will be performed at any of the Supplier’s retail offices or at its agents’ premises at an agreed date and time.</p> <p>Save the Children will be responsible for identifying recipients and communicate with them, community, and local authority on all aspects of the project and cash collection process.</p> <p>Ahead of each round of cash transfers, Save the Children will send a payment request accompanied by a beneficiary distribution log to the Supplier, which will formally authorise the Supplier to prepare for cash distributions and mobilise the required liquidity at any of its retail offices or those of its agents in the targeted locations.</p> <p>The Supplier is responsible for ensuring that retail offices (including those of its agents) are adequately set up and staffed to successfully handle the projected volume of cash transfers.</p> <p>The Supplier is responsible for ensuring that retail offices (including those of its agents) have sufficient liquidity and that the cash transfer processes are performed at the highest standards of quality for an optimal customer experience.</p> <p>The Supplier is responsible for dealing with complaints from recipients in the manner agreed with Save the Children ahead of the cash transfer start.</p> <p>The Supplier will also be responsible for collecting and maintaining all the documentation required by Save the Children to evidence the service has been provided (i.e. the receipts). The documentation to be maintained and transferred to Save the Children after every round of cash transfers will be listed in the Scope of Work to be signed under each project.</p>
<p>Operating language with recipients and Save the Children</p>	<p>With recipients, the primary operating language in written and verbal communication will be Arabic.</p> <p>With Save the Children, the primary operating language in written and verbal communication will be English.</p>
<p>The Supplier is responsible for verifying entitlement to cash payment</p>	<p>Payments can only be processed against the presentation by the claimant of a pre-agreed proof of entitlement as well as a valid (i.e. recognised and non-expired) proof of identity.</p> <p>The former could be a money transfer unique identifier / transaction number; whilst the latter could be UNHCR paper or other ID type, depending on details agreed by Save the Children and the Supplier in the Scope of Work.</p> <p>The Supplier must ensure that a receipt is signed by recipients and the teller upon collection of their entitlement, showing the date, the name, the transaction number, the retail office’s address, and the amount received.</p>

	The Supplier is responsible for ensuring that – at any of its retail offices or agents’ premises - only eligible recipients receive payments and that the receipts have been signed as required.
Cash distributions must be done according to timing set by Save the Children	Cash transfers must start and end in the month/week established by Save the Children. Dates will be determined by Save the Children and communicated to the Supplier. The location will be at any of the Supplier’s retail offices or at agents’ premises.
Closure of the cash distribution will follow procedures instructed by Save the Children, including transaction and reconciliation reports and invoice, within a specified window of time	At the closure of each round of cash transfers, the Supplier will gather the original receipts signed off by all required parties (i.e. the recipients and the teller) from all its retail offices / agents, and will hand them over to the designated SCI representative, retaining retain a copy to prepare their reporting. On a monthly basis, the Supplier will submit a transaction report consolidating information from all retail office / agents in a pre-agreed transaction report template. The minimum information for each transaction are the transaction number (i.e. proof of entitlement, that was sent to the beneficiaries), the beneficiary name, name of retail office / agent, address of retail office/agent, date of distribution, amount distributed, non-collected amount (in case the beneficiary did not claim the transfer). Save the Children will follow up with beneficiaries who have not collected their entitlement and will request off-loading in case these beneficiaries are no longer locatable or lose their entitlement. Together with the report, the Supplier will also submit a reconciliation report and an invoice. The reconciliation report will show the balance between the funds that were to be distributed as per beneficiaries’ distribution log and the funds actually distributed as per receipts. If applicable, this will need to be reconciled to any amounts pre-financed by SCI. The invoice will correspond to the transaction fees for the amount distributed to the beneficiaries and – if the Supplier pre-financed the distribution in full or in part – the amount that was pre-financed by the Supplier.
If Save the Children pre-finances the distributions, the Supplier will reimburse the money that has not been distributed to beneficiaries	Money that is left over will stay with the supplier for future distributions or sent back to SCI via bank transfer and will have to match with figures in reconciliation document.

EXPECTED QUALITY STANDARDS

- A Supplier applying will have to operate the totality of all foreseen transfers, in all regions covered by Save the Children’s programming in Lebanon.
- Security and safety of recipients and Save the Children’s staff and property are ensured at all stages of the process, and especially at the Supplier’s retail office or at its agents’ premises.
- It is Save the Children’s pre-eminent obligation to protect beneficiaries’ privacy and security. Therefore, the proposed financial solution and framework design should align with the SCI Policy on the Protection of Personal Data of Persons of Concern to SCI, and need to reflect rules and processes, which allow for encryption and/or tokenization of beneficiary ID data.
- All financial transfers, processes and transactions, and the underlying infrastructure need to be compliant with existing regulatory frameworks in Lebanon, especially with regards to licenses granted by the

government, taxation, Know Your Customer procedures (KYC), Anti-Money-Laundering (AML), Anti-Terror-Financing (ATF), Data and Privacy laws and mandatory security standards and/or requirements.

PART 3 – BIDDER RESPONSE DOCUMENTS

INSTRUCTIONS

This Schedule is to be used by Bidders wishing to submit a response to this Tender Process. The Bidder Response is split into the 6 sections detailed below (including hyperlinks), all of which correspond to the Evaluation Criteria referenced in the Invitation to Tender.

- [Section 1 - Key information](#)
- [Section 2 – Essential Criteria](#)
- [Section 3 - Application form](#)
- [Section 4 – Capability Questions](#)
- [Section 5 – Commercial Questions](#)
- [Section 6 – Bidder Submission Checklist](#)
- [Schedule 1 – Terms & Conditions of Bidding](#)

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 checklist as part of their submission.

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 all parts of the 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.

RESPONSE FORM I – 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 services requested in this tender document (i.e. over-the-counter cash transfers)			
Have you supplied goods or services to SCI previously? If so, please provide a brief summary.			
If your company was awarded the contract by Save the Children, does your company intend to sub-contract the service or part of it? If so, please explain to whom and how.			
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)	2019	2018	2017
Annual revenue (from cash transfer services requested in this tender)			
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 over-the-counter cash transfer services to SCI? Please list names, and job titles and contact details (e.g. account managers).	Job Title	Role	E-mail Address
GEOGRAPHIC AREAS FOR WHICH THE BIDDER IS APPLYING			
For which Governorates are you applying to provide over-the-counter cash services on behalf of Save the Children? Select only the locations that your company intends to cover.	Governorate	Yes/No	
	Akkar	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Baalbek-Hermel	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Beirut	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Bekaa	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Mount Lebanon	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	North	<input type="checkbox"/> Yes <input type="checkbox"/> No	

	South	<input type="checkbox"/> Yes <input type="checkbox"/> No
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RESPONSE FORM 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 Part 4 of the ITT, and that any work awarded from this tender process will be completed under the attached 'Terms and Conditions of Purchase'.	Bidder response Yes / No	Comments / Attachments
			If no, explain why and attach the alternative contract template.
2	Bidder accepts to sign the agreement in English language.	Bidder response Yes / No	Comments
3	Bidder accepts to sign the agreement under Governing Law of England and Wales	Bidder response Yes / No	Comments
2	<p>The Bidder and its staff (and any sub-contractors used) agree to comply with SCI mandatory policies included in Part 5 of this ITT, throughout this tender process and during the term of any contract awarded.</p> <p>Note: These policies are mandatory and failing to accept complying with any of them will disqualify the Bidder from this tender.</p>	Bidder response Yes / No	Comments
2a	Mandatory policy 1: Save the Children's child safeguarding policy		
2b	Mandatory policy 2: Save the Children's anti-fraud, bribery and corruption policy		
2c	Mandatory policy 3: Save the Children's human trafficking and modern slavery policy		
2d	Mandatory policy 4: Save the Children's protection from sexual exploitation and abuse (PSEA) policy		
2e	Mandatory policy 5: IAPG code of conduct		
2f	Mandatory policy 6: Policy on protection of personal data of persons of concern to SCI		
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		Yes / No	Comments

	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		
		Requirement	Bidder Response / Attachments
		Legitimate Business Address	
		Tax Registration Number & Certificate	
		Business Registration Certificate	
		Trading License	
5	The Bidder confirms to be registered with the Central Bank of Lebanon (Banking Control Commission?) as an authorised Financial Service Provider and attaches the license.	Yes / No	Comments / Attachments
6	The Bidder agrees to share a recent bank statement and includes it to the bid.	Yes / No	Comments / Attachments

RESPONSE FORM 3 – CAPABILITY QUESTIONS

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

The following questions explore four (4) main capability areas:

- Experience and profile. Weightage 10%
- Operating systems and procedures. Weightage 15%
- Service coverage. Weightage 10%
- Controls and risk mitigation measures. Weightage 15%
- Requirements to provide the service. Weightage 10%

Experience and profile of the Bidder				
Item	Question	Bidder Response		
1	REFERENCES Bidder shares three (3) 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. <i>(Note – the Bidder must ensure that for any client references shared, the nominated client agrees to be contacted by Save the Children)</i>	Client Name	Contact Details (Name & Email)	Project Description (geographic areas, type of service, type of beneficiaries, volumes in numbers and \$)
		1)		
		2)		

		3)		
2	Can you describe the legal status of the institution you represent? Choose one option only	Bidder Response		Attachment(s)
		<input type="checkbox"/> Bank <input type="checkbox"/> Post office <input type="checkbox"/> Money service business <input type="checkbox"/> Microfinance institution <input type="checkbox"/> Other, specify _____		
3	What type of cash transfer mechanisms do you offer as part of your business? You can choose multiple options	Bidder Response		Attachment(s)
		<input type="checkbox"/> Cash over the counter <input type="checkbox"/> Cash in hand at distribution site <input type="checkbox"/> Cash via ATM <input type="checkbox"/> Mobile money <input type="checkbox"/> Other, specify _____		
4	What additional customer services do you offer to clients?	Bidder Response		
Operating systems and procedures				
1	Does your company have standard operating procedures to perform over-the-counter cash distributions?	Bidder Response		Attachment(s)
		<input type="checkbox"/> Yes <input type="checkbox"/> No		Attach the SOPs
2	Does your company have a business continuity plan?	Bidder Response		Attachment(s)
		<input type="checkbox"/> Yes <input type="checkbox"/> No		Attach the BCP
3	What information system do you operate with for accounting purposes?	Bidder Response		
4	What management information system do you operate with for clients' accounts?	Bidder Response		
5	Do your agents use the same information management system?	Bidder response		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	If not, provide details of their information management system. If you don't have these details, mention that.	
6	What network security protocols does your company have?	Bidder Response		

	Describe how clients' data is protected.		
7	Do your agents use the same network security protocols? Describe how clients' data is protected by your agents.	Bidder response	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	If not, provide details of their network security protocols. If you don't have these details, mention that.
8	What reconciliation mechanisms and tools do you use to compare funds distributed by your agents against funds requested to be distributed?	Bidder Response	
Service coverage and reactivity			
1	How many branches do you have in each Governorate?	Bidder Response	List of branches and location
		Akkar	
		Baalbek-Hermel	
		Beirut	
		Bekaa	
		Mount Lebanon	
		North	
		South	
2	How many agents for over-the-counter cash transfer services do you have in each Governorate?	Bidder Response	Number of super agents And number of agents
		Akkar	
		Baalbek-Hermel	
		Beirut	

		Bekaa	
		Mount Lebanon	
		North	
		South	
3	Approximately how many over-the-counter clients are you (including your network of agents) serving in each Governorate?	Bidder Response	Number of clients (approx.)
		Akkar	
		Baalbek-Hermel	
		Beirut	
		Bekaa	
		Mount Lebanon	
		North	
		South	
4	Would you have to expand your agents' network in order to provide the service required in this ITT?	Bidder Response	
		<input type="checkbox"/> Yes. <input type="checkbox"/> No	If yes, where? And how long will that take?
5	List the actions you have to take in order to be ready for the first over-the-counter cash distribution in each geographic area.	Bidder Response	
6	How many days of notice do you need to ensure all agents are ready for the over-the-counter cash distribution?	Bidder Response	
Controls and risk mitigation measures			
1	How will you ensure that only intended recipients receive the money?	Bidder Response	
2	How will you ensure that Save the Children's recipients receive the correct amount of money requested by SCI?	Bidder Response	
3	How will you and your agents deal with potential complaints from Save the Children's recipients regarding the amount of money paid out to them?	Bidder Response	

4	How will you and your agents deal with Save the Children's recipients who are not able to provide the necessary documents to collect their entitlement?	Bidder Response	
5	How will you and your agents deal with individuals who have come to collect the money but are not on Save the Children's distribution list?	Bidder Response	
6	What procedures do you have in place in case of data protection breaches in your systems?	Bidder Response	
7	What control mechanisms can your company set in place against money laundering?	Bidder Response	
8	In which Governorate do you envisage a liquidity risk? Why? And how would you mitigate it?	Bidder Response	Liquidity risk and mitigation measures
		Akkar	
		Baalbek-Hermel	
		Beirut	
		Bekaa	
		Mount Lebanon	
		North	
		South	
Requirements to provide the service			
1	If you are a bank, do you require SCI to hold a bank account with you?	Bidder Response	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
2	If you are a bank, is provision of over-the-counter cash transfer services dependent upon a wider banking relationship, or is this a service you offer outside of a banking relationship?	Bidder Response	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
3	What minimum information do you require on recipients' identity to release over-the-counter cash transfers?	Bidder Response	

4	Do you accept UNHCR registration card / certificate alone as valid identity document to release your payments	Bidder response	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
5	Do you require beneficiaries to hold an account with you?	Bidder Response	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, what documentation they need to open an account?
6	Do you require cash for distribution to be deposited in advance (i.e. do you require Save the Children to advance the funds being distributed to beneficiaries)?	Bidder Response	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
7	Do you require the payment for service fees to be deposited in advance?	Bidder Response	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
8	Do you have the ability to invoice for service fees?	Bidder Response	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
9	Can you fix prices for the duration of the contract? If not please provide details of how long prices will be fixed for.	Bidder Response	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
10	If prices cannot be fixed for the duration of the contract, please specify factors that would affect the price and indicate how changes to these factors would affect the price of the stated products and services.	Bidder Response	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

RESPONSE FORM 4 – COMMERCIAL QUESTIONS

Include all costs that will be charged for the delivery of the service as specified in Part 2 of this ITT (Service requirements and specifications), including generation of transaction numbers, over-the-counter cash transfers, reporting using SCI templates.

Separate costs by item, describe each item, and indicate the pricing that you will apply for different volumes of transfers, if applicable.

6	List the exchange LBP-USD rates that you apply in your transactions.	Bidder Response	
6	Do your agents apply the same exchange rates?	Bidder Response Yes / No	

Product / Service Name	Product Reference Number, if applicable	Specification of the product / service	Unit price For X Unit	Unit price For Y Unit	Unit price For Z Unit	OTHER INFORMATION

RESPONSE FORM 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	
Capability Criteria Evidence	Completed Bidder Response Document	
	Supporting Financial Documents	
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 (Part 4 of this ITT)	
Child Safeguarding Policy (Mandatory policy 1 in this ITT)	
Anti-Fraud, Bribery & Corruption Policy (Mandatory policy 2 in this ITT)	
Human Trafficking & Modern Slavery Policy (Mandatory policy 3 in this ITT)	
Protection from sexual exploitation and abuse (PSEA) policy ((Mandatory policy 4 in this ITT)	
IAPG Code of Conduct (Mandatory policy 5 in this ITT)	

Policy on protection of personal data of persons of concern to SCI (Mandatory policy 6 in this ITT)	
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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 I – 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 037322267; 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.

2. 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.

3. 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 suppliers to ensure fairness in the process.

4. 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.

5. 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.

6. Prices

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

7. No reimbursement of tender expenses

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

8. 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.

9. 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.

10. 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.

11. Anti-Bribery and Corruption

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

12. Child Protection

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

13. 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).

14. 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.

15. 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.

16. 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 – TERMS AND CONDITIONS OF PURCHASE

Please see below the framework agreement contract template which details the terms of the agreement you will be asked to agree to. It also includes SCI's mandatory policies.

If you are unable to comply with any part of the agreement you should insert comments into the document and include this as part of your submission.

Please note that SCI will look more favourably on bidders that are able to fully comply with our agreements and mandatory policies.

PHYSICAL CASH DISTRIBUTION SERVICES FRAMEWORK AGREEMENT

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

PARTIES:

(1) Save the Children International, {insert name and address of office}, ("SCI" or "Customer");

AND

(2) {INSERT SERVICE PROVIDER NAME}, {insert address details} (the "Service Provider" or "Supplier").

(The Service Provider and SCI are together the "Parties" and each a "Party").

Background

The Service Provider agrees to supply to SCI and SCI agrees to acquire and pay for the Services (as defined below) on a call-off basis on the terms of this physical cash distribution services framework agreement which comprises the contract terms and conditions below, any special conditions incorporated therein, any appendices and attachments thereto, each as may be amended from time to time (the "Agreement"). The specific provisions applicable to each supply of Services will be set out in individual Scope of Work forms.

Interpretation

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

TERMS AND CONDITIONS

I. DEFINITIONS

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

Affiliates	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
Agents	References to "Agents" in connection with the Service Provider include any payment or distribution agents.
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 1998; (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.
Beneficiary	An individual or household selected to receive physical cash distributions from time to time under a Project and notified to the Service Provider by SCI.
Beneficiary Funds	The amount of cash to be given to the Beneficiaries.
Business Day	Any day which is not a Saturday, a Sunday or a bank or public holiday in England, {insert country of registration of Service Provider}, or the country in which the relevant Project is being implemented
Confidential Information	All business, financial, operational or other information or data whatsoever (including without limitation the existence and terms of this Agreement and/or any information related to the actual provision of the Services to SCI) and in whatever form stored or maintained, whether in oral, written, magnetic, digital or any other form relating to the Services. Confidential Information includes any Input Materials, technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by a party ("Party A") to another party ("Party B"), Party B's employees, agents, consultants or subcontractors, or any other confidential information concerning Party A's business or its products which Party B may obtain.
Controller	The entity or person which determines the purposes and means of the processing of personal data.
Deliverables	All Documents, products and materials developed by the Service Provider or its agents, subcontractors, consultants and employees as part of or in relation to the Services in any form, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, reports (including drafts) and specifications.

Document	Includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
Donor	Any organisation or person that donates funds to SCI from time to time for a Project.
Donor Currency	The currency in which the Donor donates funds to SCI.
End Date	{insert end date of the framework contract}
Exit Plan	An agreement between the parties setting out the steps to be taken on termination of the Agreement. Neither Party shall unreasonably withhold their agreement to such plan. The Exit Plan shall provide details of the orderly transition of the Services. No assets or personnel critical to the continuing delivery of the Services shall be removed by the Service Provider during the period of the Exit Plan. The restriction on the removal of personnel shall not apply where the Service Provider provides a suitably qualified replacement. If it is specified in a Scope of Work that an Exit Plan is required, the Exit Plan must be agreed between the parties within the time specified in the relevant Scope of Work.
Force Majeure Event	Any unforeseeable exceptional situation or event beyond a Party's control which is not attributable to error or negligence on its part (or on the part of its implementing partners, contractors or employees), and which proves insurmountable. A Force Majeure Event includes, without limitation, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities or armed conflict.
Input Material	All Documents, information and materials provided by SCI relating to the Services, including computer programs, Beneficiary details, reports and specifications.
Intellectual Property Rights	Patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Key Personnel	Any member of the Service Provider's Team who is identified as being key in the relevant Scope of Work.
Personal Data	Information which relates to an identified or an identifiable individual (data subject) as more particularly defined by operation of any applicable data protection legislation.
Processor	The entity or person which processes personal data on behalf of the Controller.

Prohibited Party	An individual or entity that is proscribed or designated on an official government, EU or UN sanctions list for direct or indirect involvement in any activity, including but not limited to terrorism, on behalf of a sanctioned country.
Project	As defined in a Scope of Work.
Project Manager	As defined in a Scope of Work.
SCI's Equipment	Assets, equipment and inventory purchased by SCI in relation to the Services and owned by SCI, and provided to the Service Provider or any of its sub-contractors for use in connection with the Services.
Scope of Work	The document identified as a Scope of Work, each with a unique identification number, describing the Services required by SCI from time to time for a Project and agreed by the Parties for the purpose of this Agreement (as amended from time to time in accordance with this Agreement). A template form is set out in Appendix A (<i>Form of Scope of Work</i>).
Service Provider's Equipment	Any equipment, including tools, systems, cabling or facilities, provided by the Service Provider or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement.
Service Provider's Team	The Service Provider's employees, consultants, agents, suppliers and subcontractors involved in the performance of the Services from time to time.
Services	The services outlined in Appendix B (<i>Service Description</i>) that the Service Provider has been appointed under the Agreement to supply on a call-off basis, and which SCI or its Affiliate may order using a Scope of Work form.
Start Date	{insert start date of the Agreement}
Transaction Currency	The currency of Beneficiary Funds.

Construction

1.2 In this Agreement unless the context otherwise requires:

- (a) references to a regulation shall include any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law, which is generally complied with by those to whom it is addressed) of any governmental or intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (b) a reference to a law shall be to such law as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under such law;
- (c) references to a person shall include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);

- (d) references to a “Party” or “SCI” shall be interpreted to include an Affiliate in the context of a provision relating to a Scope of Work between the Service Provider and an Affiliate;
- (e) words in the singular shall include the plural and words in the plural shall include the singular;
- (f) a reference to a Recital, Clause, Schedule, Annex or to an Appendix shall be a reference to a recital to, clause of, schedule to, annex to or appendix to, this Agreement, unless otherwise expressly provided; and
- (g) headings are for ease of reference only.

2. COMMENCEMENT AND DURATION

- 2.1 The Service Provider shall make available to SCI or its Affiliate (as the case may be) Services ordered in a Scope of Work agreed by the Parties from time to time. The provision of Services will be subject to the terms and conditions set out in this Agreement.
- 2.2 The Parties acknowledge and agree that:
 - (a) the supply of Services under this Agreement is not an exclusive arrangement;
 - (b) SCI may purchase services from any third party that are the same as, or comparable to, the Services described in a Scope of Work;
 - (c) the Service Provider may supply services to any third party that are the same as, or comparable to, the Services; and
 - (d) SCI or its Affiliate will notify the Service Provider if it requires services for a Project and the parties will use reasonable efforts to agree a Scope of Work within {the timeframe mutually agreed} to allow a timely start to such Project.
- 2.3 This Agreement shall commence from the Start Date and shall continue until the End Date, unless the Agreement is terminated in accordance with Clause 16 (*Termination of this Agreement*) or extended by the Parties in accordance with this Agreement. For the avoidance of doubt, a termination or expiry of the Agreement shall not cause any Scopes of Work to terminate automatically, and so long as any Scope of Work remains in force the Service Provider’s obligations under this Agreement shall continue in force, in respect of Services provided under such Scope(s) of Work, unless the notice of termination terminating the Agreement states that it is also to constitute notice terminating the Scopes of Work specified.
- 2.4 Each Scope of Work may be terminated or suspended in accordance with Clause 16 (*Termination of this Agreement*) or Clause 17 (*Force Majeure and Suspension*) *mutatis mutandis*, or extended by the Parties in accordance with this Agreement so long as any extension is agreed in writing during the term of the Agreement.

3. ROLES AND RESPONSIBILITIES

- 3.1 The Service Provider shall provide the Services in accordance with a Scope of Work and shall allocate sufficient resources to the Services to enable it to comply with this obligation.
- 3.2 Once a Scope of Work has been agreed, it must not be changed or altered in any way except by mutual agreement of the Parties.

- 3.3 The Service Provider shall meet, and time is of the essence as to, any performance dates and times specified in a Scope of Work. If the Service Provider fails to do so, SCI may (without prejudice to any other rights it may have) exercise its rights under Clause 18 (*Remedies*).
- 3.4 The Service Provider shall:
- (a) co-operate with SCI, including but not limited to complying with any reasonable instructions given by SCI to the Service Provider, in all matters relating to the Services;
 - (b) ensure it has a designated Project Manager acting as the principal point of contact throughout the duration of this Agreement;
 - (c) procure the availability of the Key Personnel to provide the Services during the term of the Agreement;
 - (d) promptly inform SCI of the absence (or anticipated absence) of any member of the Key Personnel. If SCI requires, the Service Provider shall provide a suitably qualified replacement;
 - (e) not make any changes to the Key Personnel unless there is a suitably qualified replacement and with prior written notice to SCI;
 - (f) ensure that the Service Provider's Team uses reasonable skill and care in the performance of the Services and follows all relevant legal rules and requirements when providing the Services; and
 - (g) fully co-operate with SCI in relation to any tender or re-tender process which may, at the option of SCI, be carried out at any time in relation to the supply of any of the Services.
- 3.5 Before the date on which the Services are to start, the Service Provider shall obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to:
- (i) the Services;
 - (ii) the installation of SCI's Equipment and the Service Provider's Equipment (if any);
 - (iii) the use of the Input Material and any third party Intellectual Property Rights in connection with the supply of the Services; and
 - (iv) the use of all Documents, information (including Confidential Information) and materials provided by SCI or its agents, subcontractors, consultants or employees relating to the Services which existed prior to the commencement of the Agreement, including, computer programs, data, reports and specifications.

4. PAYMENTS

- 4.1 The reference fees and charges for the Services set out in Appendix B (*Service Description*) ("**Rate Card**") are fixed for the duration of the Agreement. The amount of fees and charges payable by SCI for Services supplied under a Scope of Work shall be calculated using the Rate Card.

- 4.2 [[Invoices for the Services performed under a Scope of Work shall be sent to SCI on, or after completion of the Services to SCI's satisfaction / on the {insert} day of each month.] Payment will be made within thirty (30) calendar days of SCI's receipt and approval of the Service Provider's invoice(s). Each invoice must quote the relevant order number corresponding to that Scope of Work, be in the currency stated in Appendix B (*Service Description*) and addressed to the contact specified in the applicable Scope of Work. The Service Provider shall not charge SCI any additional fees or charges, unless otherwise agreed in the relevant Scope of Work.] [OR] [Not applicable] [Choose this second option if pre-funding and invoices not applicable.]
- 4.3 Subject to Clause 4.7, the fees and charges will be charged by the Service Provider in accordance with the Rate Card upon each completed distribution of the full entitlement of funds to a Beneficiary, as specified in a payment instruction from SCI.
- 4.4 For fees in respect of the Services and charges payable to the Service Provider under a Scope of Work, SCI shall withhold and deduct, if applicable, any withholding tax required by applicable local laws and provide the Service Provider with a certificate accordingly. The Service Provider shall be responsible for all other taxes imposed by applicable local laws on the payments made by SCI to the Service Provider. The parties shall notify the other if in accordance with applicable local laws, tax is payable on the Beneficiary Funds.
- 4.5 Invoices covering payment in respect of materials purchased or services provided by the Service Provider, or for reimbursement of expenses, shall be payable by SCI only if accompanied by relevant receipts and with the prior written agreement of SCI.
- 4.6 SCI may at any time set off any liability of the Service Provider to SCI (including but not limited to any Beneficiary Funds reclaimed under Clause 8.1(h) (*Service standard*)) against any liability of SCI to that Service Provider.
- 4.7 Subject to Clause 4.8, the Service Provider shall under no circumstances have any recourse to Beneficiary Funds to:
- (a) satisfy any liability of SCI to the Service Provider;
 - (b) satisfy any liability of any other Party;
 - (c) satisfy any liability to any third party; or
 - (d) for any purpose other than discharging its obligations to SCI under the Agreement.
- 4.8 Notwithstanding Clause 4.7, the Service Provider may have recourse to Beneficiary Funds with the prior written consent of SCI (not to be unreasonably withheld).
- 4.9 Following reasonable discussion with the Service Provider as to the conformity of the Services with the applicable Scope of Work, SCI reserves the right to withhold payment in respect of Services supplied which are defective, rejected or otherwise not in accordance with the requirements of that Scope of Work.
- 4.10 The Parties shall agree in the Scope of Work a process and timetable for how Beneficiary Funds will be distributed to Beneficiaries. In all cases, if SCI is required to first transfer an amount of cash due to be distributed as Beneficiary Funds to an account in the name of a Service Provider or any third party, the Service Provider undertakes to ensure at all times:
- (a) SCI has viewing-rights over the account created within the Service Provider's platform;

- (b) the account will be titled to SCI and clearly labelled as an account for “Funds Held in Trust”, or any other label instructed by SCI;
- (c) the account will be set-up to only receive funds from SCI or funds linked to SCI’s projects, and there will be no comingling in that account of SCI’s funds with funds belonging to the Service Provider or any other third party;
- (d) any funds which are Beneficiary Funds and transferred into the account will be held in trust by the Service Provider and the Service Provider will take all reasonable steps to protect the Beneficiary Funds from claims of the Service Provider’s general (whether secured or unsecured) creditors in the event of its insolvency;
- (e) SCI shall have access to an updated account balance for each Beneficiary from the Service Provider that accurately reflects undistributed Beneficiary Funds held in trust by the Service Provider on behalf of SCI; and
- (f) it will guarantee and indemnify SCI in full for any loss of funds from the account which is due to a breach of the undertakings in this Clause 4.10.

4.11 Should the Service Provider not be able to meet the obligations contained in Clause 4.10(a) or 4.10(c), for a particular Scope of Work, it will notify SCI prior to execution of that Scope of Work and the Parties shall work in good faith on an alternative approach to ensuring the availability and security of Beneficiary Funds.

5. PURCHASING TRANSACTION CURRENCY (FOR CASH DISBURSEMENT)

5.1 Unless the Service Provider can demonstrate its consistent use of a competitive FX bidding process to purchase Transaction Currency for disbursement to Beneficiaries without deduction (i.e. no commission or spread on the conversion rate), SCI will make payment to the Service Provider in Transaction Currency for all cash distributions.

6. FX VOLATILITY AND INFLATION

6.1 Weakening Donor Currency may not afford the expected level of Transaction Currency. To mitigate this risk SCI may agree with the Donor to either:

- (a) reduce the number of Beneficiaries; and/or
- (b) reduce the amount of Transaction Currency to be provided to Beneficiaries. Such adjustments would be reflected in the monthly payment file submitted to the Service Provider.

6.2 Weakening Transaction Currency may drive local inflation. To mitigate this risk SCI should rely on the Donor Currency affording more of the weakening Transaction Currency, which would have the effect of providing the Beneficiaries with more local currency to offset the effect of local inflation. Any increase/decrease in Transaction Currency payments will be reflected in the monthly payment file submitted to the Service Provider.

6.3 FX movements and/or inflation shall not affect the fixed prices agreed and set out in individual scope of work forms (in the currency set out therein).

7. QUALITY OF SERVICE

7.1 All Services supplied by the Service Provider to SCI hereunder shall:

- (a) meet the standards required by this Agreement, be delivered with reasonable care and skill, be in accordance with recognised commercial practices and standards in the industry for similar services and not infringe the rights of any third party;
- (b) conform with all descriptions and specifications provided to SCI by the Service Provider, including in a Scope of Work; and
- (c) be provided in accordance with all applicable legislation and other legal requirements from time to time in force, and the Service Provider shall inform SCI as soon as it becomes aware of any changes in that legislation that would cause a potential breach of this Clause 7.1(c).

7.2 SCI shall be entitled at all times, with reasonable notice, to inspect the supply of the Services in accordance with Clause 12.1 (*Audit, record keeping, access to information and reporting*) and, if necessary, propose changes to the Service Provider in order to improve the Services, but in no case shall such inspection relieve the Service Provider of any liability under this Agreement.

8. SERVICE STANDARD

8.1 The Service Provider agrees:

- (a) to put in place internal controls and monitoring systems which are in line with the requirements of the relevant local regulatory body/ies to monitor the Services (including “know your customer” checks);
- (b) to comply with applicable laws in providing the Services;
- (c) to observe high standards of integrity and morals during the performance of its duties and obligations under this Agreement and to have regard to those standards when choosing agents, those who supply to the Service Provider or to whom the Service Provider sub-contracts work in relation to the Agreement;
- (d) to suspend or remove any agent or member of the Service Provider’s Team from delivery of the Services (including on request of SCI) if it is proven, or there are reasonable grounds for believing or suspecting, that the agent or member of the Service Provider’s Team has or is currently engaged directly or indirectly in any forgeries, misappropriation or diversion of funds, fraud, bribery or corrupt practices, terrorism or money laundering, or dealings with Prohibited Parties or otherwise has or is likely to breach the requirements of Clause 11 (*Compliance*);
- (e) to be subject to, and shall in relation to this Agreement act in accordance with, the IAPG Code of Conduct (if applicable, as appended hereto at **Error! Reference source not found. (Error! Bookmark not defined.)**) and any local or international standards which are applicable for the Services;
- (f) not to offer any illegal or corrupt payment or other benefit to SCI or any person in connection with the Services which is designed to influence its conduct for whatever reason;
- (g) to ensure that it has in place and maintains with a reputable insurance company an adequate policy or policies of insurance providing an internationally acceptable level of cover in respect of all risks which may be incurred by the Service Provider arising out of or in connection with the Services. Such insurance shall be maintained for the duration of the Agreement and the Service Provider shall produce, on demand, both the insurance certificates giving details of cover and the receipt for the current year’s

premium. In the event that the Service Provider does not hold sufficient insurance, the Service Provider shall notify SCI and SCI may elect to exercise its rights (without prejudice to any other rights) under Clause 18 (*Remedies*); and

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

9. WARRANTIES BY THE SERVICE PROVIDER

9.1 The Service Provider warrants that:

- (a) it complies with the international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour;
- (b) it has all the necessary licences, consents and/or approvals necessary to provide the Services, including registration and licensing by the relevant regulatory body/ies, and will maintain throughout the term of the Agreement such registrations and licences;
- (c) it operates within the regulatory framework(s) applicable to the payment services provided under this Agreement;
- (d) its work place practices meet applicable corporate social responsibility standards;
- (e) it shall not enter into any contract, make any promises, representations, warranties or guarantees on behalf of SCI except with the express written authority of SCI;
- (f) it shall not knowingly infringe the rights of any third party or cause SCI to infringe any such rights;
- (g) it shall not intentionally do, or omit to do, anything which may cause SCI to lose any licence, authority, consent or permission on which it relies for the purpose of conducting its business;
- (h) it shall bring to the attention of SCI in a timely manner all information received by it which is likely to be useful or important to SCI in relation to the Agreement, subject to any duty of confidentiality owed by the Service Provider to a third party or sensitive business information which is not relevant to the provision of the Services;
- (i) it shall observe all lawful directives, instructions and procedures in relation to the transfer of any funds from SCI. In the absence of any such directives, instructions or procedures, or any ambiguity in relation to such directives, instructions or procedures, the Service Provider shall consult with SCI;
- (j) neither it, its supplier nor its subcontractors shall in any way be involved directly or indirectly with terrorism, in the manufacture or sale of arms or have any business relations with armed groups or governments for any war-related purpose or transport any goods relating to the Services together with any military equipment;

- (k) it will not, and will procure that none of its employees, directors or officers will accept, any commission, inducement or other financial or non-financial benefit from any supplier or potential supplier of SCI;
- (l) none of its directors or officers or any of the employees of the Service Provider to the best of its knowledge, information and belief has any interest in any supplier or potential supplier of SCI or is a party to, or otherwise interested in, any transaction or arrangement with SCI (other than as relates to this Agreement and any other executed agreement between Service Provider and SCI);
- (m) it will ensure that any procurement process it undertakes in relation to the Services using funds advanced to it by SCI meets international good practice, untied and free of narrow national self-interest, using transparent processes, fair and open competition, and good contract management, including prevention of malpractice;
- (n) it will only use agents, consultants or subcontractors that meet the criteria approved by SCI;
- (o) it shall, in all correspondence and other dealings directly or indirectly in relation to a Project, clearly indicate that it is the service provider for SCI and is not acting as an agent of SCI;
- (p) the Services will only be performed by appropriately qualified and trained personnel and agents, with due care and diligence and to such high standards of quality as it is reasonable for the Service Provider to provide in all the circumstances;
- (q) it is not aware of, and does not have any reason to suspect, any breach of Clause 8.1 (*Service standard*), and it is not aware and does not have any reason to suspect that performance of this Agreement would put either party at risk of breaching any Sanctions and Export Control Laws;
- (r) it will not use any funds received from SCI to meet the cost of import or customs duties or any similar fees imposed by the government, except where specifically agreed by SCI;
- (s) it has all authorisations from all relevant third parties to enable it to supply the Services without infringing any applicable law, regulation, code or practice or any third party's rights and has all necessary internal authorisations to approve the execution and performance under this Agreement and will produce evidence of that action to SCI on its reasonable request;
- (t) it shall ensure that SCI is made aware of all relevant requirements of any applicable law, regulation or code of practice, as well as any changes that require a modification in the provision of the Services. If there is a modification in the provision of the Services for whatever reason, the Service Provider shall provide SCI with a detailed explanation of the modification as soon as possible; and
- (u) it, 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.

10. UNDERTAKINGS BY THE SERVICE PROVIDER

[Not applicable for cash distribution services.]

II. COMPLIANCE

- 11.1 The Service Provider, 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.
- 11.2 The Service Provider shall ensure that it, its employees, suppliers and sub-contractors are aware of, understand, and adhere to SCI's:
- (a) Child Safeguarding policy;
 - (b) Fraud, Bribery and Corruption policy and procedure;
 - (c) Human Trafficking and Modern Slavery policy;
 - (d) Protection from Sexual Exploitation and Abuse (PSEA) policy
 - (e) Anti-Harassment, Intimidation and Bullying policy,
- (together, the "**Mandatory Policies**"), attached to these Conditions, and as may be updated from time to time.
- 11.3 SCI reserves the right to provide training on the Mandatory Policies for members of the Service Provider's Team who will have direct responsibility for delivering the Services. The Service Provider shall ensure those members of its Service Provider's Team attend any such training.
- 11.4 The Service Provider, its suppliers and sub-contractors shall be subject to, and shall in relation to the Agreement act in accordance with, the IAPG Code of Conduct and any local or international standards which are applicable to the Goods.

Fraud, bribery and corruption

- 11.5 The Service Provider shall (and will ensure that each member of its Service Provider's Team shall) in connection with this Agreement:
- (a) comply with all applicable laws, statutes, regulations and codes relating to fraud, bribery and corruption; and
 - (b) ensure that all funds associated with the Agreement (including but not limited to the Beneficiary Funds) are protected from all fraud, corruption, loss, misappropriation and misuse.

Terrorism and money laundering

- 11.6 The Service Provider, and its suppliers and sub-contractors, shall not in any way:
- (a) engage in transactions with, or provide resources or support to armed groups, individuals and entities which are sanctioned, or individuals and organizations associated with terrorism or otherwise be involved directly or indirectly with terrorism;
 - (b) be involved directly or indirectly in the manufacture or sale of arms;
 - (c) have any business relations with governments for any war related purpose;

- (d) transport the Goods together with any military equipment; or
 - (e) knowingly allow the Services and/or the Beneficiary Funds to be utilised for the purpose of directly or indirectly supporting terrorism, or transacting with Prohibited Parties or armed groups or those known or suspected to be associated with such parties.
- 11.7 The Service Provider shall (and shall also require that all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors shall):
- (a) 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;
 - (b) obtain any licences, authorisations or permissions required under the Sanctions and Export Control Laws or other applicable laws that are required to export, import, supply, sell, transport, or broker any hardware, software, technology, support or assistance or service that is provided by or on behalf of the Service Provider under this Agreement (including, but not limited to, obtaining any required export licences required for the export of goods by or on behalf of the Service Provider to SCI or its agents at the relevant delivery address), and shall further inform SCI 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 SCI to apply for or obtain any further licences, authorisations or permissions;
 - (c) 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 Service Provider on behalf of SCI or received by the Service Provider from SCI in accordance with this Agreement);
 - (d) the Service Provider must ensure that it provides to SCI the names and dates of birth of its key staff in order that SCI can screen these names against sanctions lists, using SCI’s third party screening provider. Before providing the names to SCI, the Service Provider must ensure that all its key staff have been informed that their names will be provided to SCI for screening using a third party provider, and, if necessary, the Service Provider has sought their consent;
 - (e) the Service Provider must ensure that it *regularly* checks its staff, suppliers and subcontractors against sanctions lists and must immediately inform SCI of any apparent correlation;
 - (f) not do anything which would cause SCI 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).
- 11.8 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.

Reporting and actions

- 11.9 The Service Provider is taking 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 Service Provider) in such a way as to comply with the Mandatory Policies, and shall upon request provide SCI with information confirming its compliance.
- 11.10 The Service Provider shall (and will ensure that each member of the Service Provider's Team shall) notify SCI as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies, and shall inform SCI of full details of any action taken in relation to the reported breaches. Such breaches include, but are not limited to:
- (a) any forgery, fraud, misappropriation or diversion of funds, assets or resources;
 - (b) possible breaches of SCI's Child Safeguarding Policy and SCI's Modern Slavery and Human Trafficking Policy;
 - (c) any request or demand for any undue financial or other advantage of any kind received by the Service Provider or any member of the Service Provider's Team in connection with the performance of the Agreement and/or any other incidences of bribery or corruption; and
 - (d) any link whatsoever between the Service Provider and/or any member of the Service Provider's Team and any organisation or individual who may be perceived to be linked in any way to terrorism or who appears on any sanctions list, including but not limited to any detected, suspected or attempted:
 - (i) financial transaction or other dealing with a Prohibited Party or terrorist group or those known or suspected to be associated with such parties; and
 - (ii) diversion of assets, funds or resources to a Prohibited Party or terrorist group or those known or suspected to be associated with such parties.
- 11.11 The Service Provider agrees to allow SCI employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Service Provider's books, documents, papers and records and other information, including information in electronic format, and including information regarding the Service Provider's current and former personnel and other relevant personal data held by the Service Provider, for the purpose of making audits, examinations, excerpts and transcriptions and for the purpose of verifying compliance with the requirements of Clause 8 (*Service standard*). The Service Provider 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 such representatives instructed by a donor organisation of SCI to carry an audit of the Service Provider's operations. The Service Provider 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 11, 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.

Internal policies

- 11.12 The Service Provider shall maintain in place throughout the term of the Agreement internal policies and procedures (including training) to ensure compliance with this Clause 11, in particular internal policies and procedures on:

- (a) fraud prevention, detection and investigation (and where agreed by the parties, the Service Provider shall implement specific fraud management processes);
- (b) compliance with applicable bribery and anti-corruption laws;
- (c) anti-terrorism financing and money laundering; and
- (d) whistle-blowing by employees, agents and customers including Beneficiaries,

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

Third parties

- 11.13 The Service Provider shall ensure that any person associated with the Service Provider (including its agents, employees, suppliers, consultants and subcontractors, and their agents, employees, suppliers, consultants and subcontractors) who is performing services or providing goods in connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Service Provider above in this Clause 11 (the "**Relevant Terms**"). The Service Provider shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to SCI for any breach by such persons of any of the Relevant Terms.

12. AUDIT, RECORD KEEPING, ACCESS TO INFORMATION AND REPORTING

- 12.1 The Service Provider shall fully cooperate (and shall ensure a member of the Service Provider Team fully cooperates) with and allow SCI, the Donor or any of their respective representatives and appointed organisations access to (or facilitate their access to) project sites, agents, relevant books, documents, papers, records and other information (including information in electronic format and including information regarding the Service Provider's current and former personnel and other relevant personal data held by the Service Provider) for the purpose of:
- (a) inspecting, monitoring, evaluating and auditing the provision of the Services (including an independent closure audit on or after the date this Agreement terminates); or
 - (b) investigating any suspected fraud, corruption, misappropriation or diversion of funds, dealings with Prohibited Parties and other incidents.
- 12.2 The Service Provider shall maintain or cause to be maintained in accordance with sound accounting practices detailed, accurate and up to date records and books of account showing all payments, transfers and distributions effected by the Service Provider in connection with this Agreement and the steps taken by the Service Provider to comply with Clause 11 (*Compliance*) for ten (10) years. The Service Provider shall ensure that such records and books of accounts are sufficient to enable SCI to verify the Service Provider's compliance with its obligations under this Clause 12.
- 12.3 The Service Provider shall provide regular reports to SCI on the Services, as specified in a Scope of Work and other information in relation to the Project which SCI shall reasonably request.

13. SERVICE REVIEW

- 13.1 The Parties shall carry out regular reviews of the framework relationship and supply of Services every {insert frequency of review meetings} or as otherwise agreed. The Parties shall be represented at these review meetings by {insert}.
- 13.2 Service review meetings may also be held for a Project according to the frequency set out in a Scope of Work or as otherwise agreed between the parties and shall comprise the designated Project Managers from time to time of SCI and the Service Provider.
- 13.3 If a Party wishes to change the scope or execution of the Services, that Party shall submit details of the requested change to the other in writing. Where such request has been submitted, the Service Provider shall, within a reasonable time (and in any event not more than thirty (30) days after receipt of SCI's request (or such shorter period as is agreed in a relevant Scope of Work)), provide a written estimate to SCI of:
- (a) the likely time required to implement the change;
 - (b) any necessary variations to the Service Provider's charges arising from the change;
 - (c) the likely effect of the change on a Scope of Work; and
 - (d) any other impact of the change on this Agreement.
- 13.4 Unless all Parties consent to a proposed change, there shall be no change to a Scope of Work and/or this Agreement (as the case may be).
- 13.5 If all Parties consent to a proposed change, the change shall be made, only after agreement of the necessary variations to the Service Provider's charges, the Services, any Scope of Work and any other relevant terms of this Agreement to take account of the change that has been reached and that this Agreement has been varied in accordance with this Clause 13.4.
- 13.6 If the Service Provider requests a change to the scope or execution of the Services in order to comply with any applicable safety or statutory requirements, and such changes do not materially affect the nature, scope of, or charges for the Services, SCI shall not unreasonably withhold or delay consent to it. Unless the Service Provider's request was attributable to SCI's non-compliance with SCI's obligations, neither the Service Provider's charges, any Scope of Work nor any other terms of this Agreement shall vary as a result of such change.
- (a) the likely time required to implement the change;
 - (b) any necessary variations to the Service Provider's charges arising from the change;
 - (c) the likely effect of the change on a Scope of Work; and
 - (d) any other impact of the change on this Agreement.
 - (e) Unless all Parties consent to a proposed change, there shall be no change to a Scope of Work and/or this Agreement (as the case may be).

14. DISPUTE RESOLUTION

- 14.1 If any project milestone as set out in a Scope of Work, or service level or key performance indicator as set out in Appendix C (*Service Levels*), is not met during any month, or if a Party otherwise fails to perform its obligations under the Agreement, then without prejudice to the

Parties' rights under the Agreement, the relevant Party shall escalate the issue to the Parties' designated Project Managers and then to their respective senior management for resolution (including agreeing any necessary changes or improvements within a settled timeframe).

- 14.2 If the Parties are unable to resolve the dispute within a further thirty (30) days, then the Parties shall attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. To initiate mediation the initiating Party must give notice in writing to the other Party and send a copy of the notice to CEDR. The mediation shall start no later than thirty (30) days after the notice is served. The Parties agree not to commence any court proceedings in relation to the dispute until they have attempted to settle the dispute by mediation and that mediation has either terminated or failed.
- 14.3 Unless otherwise agreed in writing, the costs of any mediation carried out pursuant to this Clause 14 shall be shared equally between the Parties.
- 14.4 Nothing in the Agreement shall prevent any Party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive relief or other emergency or interim relief.

15. LIABILITIES AND INDEMNITIES

- 15.1 The Service Provider shall indemnify and hold SCI harmless against any and all claims, demands, costs, expenses, loss, damage or liabilities whatsoever which may be made, asserted, taken, filed or rendered against SCI arising from a breach or negligent performance or failure or delay in performance of this Agreement or applicable law by the Service Provider, including:
- (a) any breach of any undertaking or warranty given by the Service Provider in Clause 4.10 (*Payments*), Clause 8 (*Service standard*), Clause 9 (*Warranties by the Service Provider*) or Clause 10 (*Undertakings by the Service Provider*);
 - (b) any act or omission of the Service Provider;
 - (c) any infringement of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the products of the Services (including the Deliverables);
 - (d) any claim made against SCI in respect of any loss or damage sustained by SCI's employees, agents or subcontractors or by any customer or third party to the extent that such loss or damage was caused by or arises from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of the Agreement by the Service Provider;
 - (e) any loss or damage, including in respect of tangible property or personal injury, of whatsoever nature caused to SCI or for which SCI may be liable to third parties due to defects in the Services supplied (including all associated costs, liabilities and expenses including legal costs but excluding consequential losses) or any Services provided not being in accordance with the requirements of this Agreement or due to the gross negligence or wilful misconduct of the Service Provider or its personnel; and
 - (f) any claims in respect of death or personal injury howsoever caused to any member of the Service Provider's Team whilst at the premises of SCI (including all associated costs, liabilities and expenses including legal costs) save where caused by the negligence of SCI or its respective employees or agents.

15.2 Notwithstanding anything herein contained, in no event shall a Party be liable to the other for any claims arising out of or relating to loss of revenue, loss of profits or business opportunities, any incidental, punitive, indirect or consequential damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. Nothing in this Agreement shall limit or exclude either Party's liability:

- (a) for any loss to the extent it is caused by fraud, dishonesty or deceit;
- (b) for death or personal injury caused by its (or its agents') negligence; or
- (c) that may not otherwise be limited or excluded by applicable law.

15.3 All indemnities contained within this Agreement shall survive the termination of this Agreement, howsoever occurring.

16. TERMINATION OF THIS AGREEMENT

16.1 A Party may terminate the Agreement at any time and for any reason by giving the other Party at least four (4) months' prior notice in writing.

16.2 Unless otherwise agreed in a Scope of Work, a Party may terminate a Scope of Work at any time and for any reason by giving the other Party a certain amount of prior notice in writing as set out in the relevant Scope of Work.

16.3 Either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:

- (a) the other Party fails to make such payment on the due date for payment and remains in default for a period exceeding sixty (60) days after being notified in writing to make such payment;
- (b) the other Party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; or
- (c) the other Party becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or corporate entity) becomes subject to an administration order or goes into liquidation or the other Party ceases, or threatens to cease, to carry on business.

16.4 SCI may terminate the Agreement and/or any Scope of Work with immediate effect by giving written notice to the Service Provider if:

- (a) the Donor ceases to provide the necessary funds for the Project in the case of a Scope of Work or requires SCI in writing to terminate the Agreement and/or any Scope of Work;
- (b) SCI reasonably believes that continuing contractual relations with the Service Provider may damage its reputation; or
- (c) SCI believes, at its sole and absolute discretion, that the Service Provider, either directly or through its personnel, the Service Provider's Team or through a third party, has previously or is currently engaged in corrupt, fraudulent, collusive or coercive practices or may have failed to comply with any laws relating to Prohibited

Parties, terrorism or money laundering or has or is likely to breach the requirements of Clause 11 (*Compliance*).

- 16.5 If this Agreement or a Scope of Work is terminated for any reason in accordance with this Clause 16, the Service Provider shall co-operate with SCI and comply with its obligations in the applicable Exit Plan (if applicable). The Service Provider shall use all reasonable endeavours to supply appropriate skills to ensure the delivery of the Exit Plan.
- 16.6 On termination or expiry of the Agreement and/or any Scope of Work the following provisions shall continue in force: Clause 12 (*Audit, record keeping, access to information and reporting*), Clause 15 (*Liabilities and indemnities*), Clause 16 (*Termination of this Agreement*), Clause 25 (*Data Processing and Confidential Information*), Clause 26 (*Intellectual Property*) and Clause 34 (*Governing law*).
- 16.7 Termination or expiry of this Agreement and/or a Scope of Work shall not affect:
- (a) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to payment for Services rendered or to claim damages in respect of any breach of the Agreement and/or that Scope of Work which existed at or before the date of termination or expiry; or
 - (b) the Service Provider's obligations under this Agreement in respect of Services provided under any Scope of Work still in force at the time of termination, which shall survive and remain binding on each Party until the date on which it is terminated or expires in accordance with its own terms.
- 16.8 Upon termination or expiry of the Agreement and/or any Scope of Work, all relevant and remaining Beneficiary Funds (other than those irrevocably committed to being transferred to Beneficiary accounts before the date of termination or agreed between the Service Provider and SCI as being required to finalise activities), including any accrued interest, shall be returned to SCI's bank account, to be designated by SCI.

17. FORCE MAJEURE AND SUSPENSION

Force Majeure

- 17.1 If and to the extent that one of the Parties has been prevented from performing its contractual obligations by a Force Majeure Event, then in such case any Party that is subject to a Force Majeure Event shall not be liable to the other in respect of any consequence in breach of the Agreement and/or any Scope of Work provided that:
- (a) it promptly notifies the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
 - (b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - (c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible; and/or
 - (d) if the Force Majeure Event prevails for a continuous period of more than three (3) months, the Parties may at any time agree to terminate the Agreement and/or any

Scope of Work on terms to be agreed by the Parties. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of the Agreement and/or any Scope of Work occurring prior to such termination.

Suspension

- 17.2 The Parties may agree from time to time to suspend the Services in whole or in part based on safety and security risk assessments.
- 17.3 SCI shall be entitled to request the suspension of the Services in whole or in part, and the Service Provider shall without delay accede to this request, if:
- (a) the Service Provider materially breaches the terms of this Agreement and/or any Scope of Work;
 - (b) the Donor requires the suspension of activities under a Project or a Project is suspended for any other reason; or
 - (c) a suspension is required in order to:
 - (i) comply with applicable laws or requirements of regulatory authorities to which that Party is subject in any jurisdiction; or
 - (ii) carry out any investigations into any suspected fraud, corruption, misappropriation or diversion of funds, dealings with Prohibited Parties or those who may be associated with terrorism or other incidents related to the Services.
- 17.4 A suspension request shall be in writing and confirm the period of suspension and any condition(s) attached to the resumption of Services.
- 17.5 Each Party shall bear its own associated costs and expenses associated with suspension of the Services.

18. REMEDIES

- 18.1 Without prejudice to other terms of this Agreement, if any Services are not supplied in accordance with, or the Service Provider fails to comply with, any terms of the Agreement (including any Scope of Work), SCI shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:
- (a) to suspend or rescind the Agreement;
 - (b) to require the Service Provider, without charge to SCI, to carry out such additional work as is necessary to correct the Service Provider's failure; and
 - (c) in any case, to claim such damages as it may have sustained in connection with the Service Provider's breach (or breaches) of the Agreement not otherwise covered above.

19. LIQUIDATED DAMAGES

- 19.1 The liquidated damages which shall become payable by the Service Provider in the event of a breach of certain provisions set out in this Agreement or a Scope of Work and the terms on which they shall be payable shall be specified in a Scope of Work.

20. NOTICES

- 20.1 Any notice required to be given under this Agreement shall be in writing, addressed to the Party's Project Manager and shall be deemed duly received if left at or sent by airmail to the address stated in the recitals or by email message to the address in a Scope of Work.
- 20.2 Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the Party to be served and if sent by airmail on the day (not being a Sunday or public holiday) two (2) days after the day of posting or if served by email message upon the day such email message is sent.

21. COMMUNICATIONS

- 21.1 All publicity, press and promotions relating to the provision of the Services shall be approved in writing by the Parties before being made public.

22. ENTIRE AGREEMENT

- 22.1 This Agreement sets out the entire agreement and understanding between the Parties or any of them in connection with the subject matter hereof.
- 22.2 If any term or condition of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

23. AMENDMENTS

- 23.1 No variation of this Agreement shall be effective unless made in writing and signed by authorised signatories on behalf of all Parties.

24. RELIANCE ON REPRESENTATIONS AND WARRANTIES

- 24.1 No Party has relied on any warranty or representation of any other Party except as expressly stated or referred to in this Agreement.

25. DATA PROCESSING AND CONFIDENTIAL INFORMATION

- 25.1 The Parties acknowledge that in respect of all Personal Data made available by the Customer to the Supplier under or in connection with this Contract and/or processed by the Supplier on the Customer's behalf under the Contract ("Customer Personal Data"), the Customer is the data controller and the Supplier [(and/or or one or more of the Supplier's affiliates)] is the data processor. The Parties acknowledge that Part B to Schedule 2 of the Agreement sets out details about the Customer Personal Data processed by the Supplier in connection with the Agreement.
- 25.2 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 2, 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.
- 25.3 The Supplier shall take reasonable steps to ensure the reliability of its employees who have access to Customer Personal Data.
- 25.4 [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.]¹

25.5 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.

25.6 [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 2.]

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 2 and which terminates automatically on the termination or expiry of this Agreement.] The Parties shall comply with their respective obligations set out in Part A [and Part C] of Schedule 2, which [is/are] hereby incorporated into the Agreement.

25.7 Without prejudice to Clauses 25.1 to 25.6 above, each Party shall hold Confidential Information in complete and strict confidence and use such information only for the purpose of performing its obligation under this Agreement. Each Party further agrees that it will not without the prior written consent of the other Party disclose or permit the disclosure of any part of the Confidential Information to any other person, firm or company, except:

- (a) to such of its other employees, agents, consultants or subcontractors as need to know it for the purposes of discharging its obligations under the Agreement. The relevant Party shall ensure that its employees, agents, consultants or subcontractors to whom it discloses Confidential Information comply with this provision; or
- (b) to its auditors or legal advisors, other professional advisers or to any tax authority and/or to the extent required by law, a court of competent authority or any governmental or regulatory authority.

¹ Note: This condition 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.

25.8 All Input Materials, SCI Equipment and all other materials, equipment and tools, drawings, specifications and data supplied by SCI to the Service Provider shall, at all times, be and remain the exclusive property of SCI, but shall be held by the Service Provider in safe custody at its own risk and maintained and kept in good condition by the Service Provider until returned to SCI. They shall not be disposed of or used other than in accordance with SCI's written instructions or authorisation.

26. INTELLECTUAL PROPERTY

26.1 All Intellectual Property Rights in all material (including reports, data and designs, whether or not electronically stored) produced by the Service Provider or its personnel, members or representatives in the course of undertaking this project (the "**Material**") shall be the property of the Service Provider.

26.2 The Service Provider hereby grants to SCI a worldwide, non-exclusive irrevocable and royalty free licence to use all the Material (where the term "**use**" shall mean, without limitation, the reproduction, publication and sub-licensing of all the Material) and the intellectual property rights therein for the purpose of the Project.

26.3 Each Party agrees that it shall not use any other Party's name, branding or logo without the prior written consent of the relevant Party.

27. SEVERANCE

27.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 27 shall not affect the validity and enforceability of the rest of this Agreement.

27.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

28. NO PARTNERSHIP OR AGENCY

28.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

28.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

28.3 Service Provider will not hold itself out as an agent of SCI and will clearly indicate that it is a service provider to SCI when appropriate to do so in relation to a Project.

29. WAIVERS

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

30. CUMULATIVE RIGHTS

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

31. ASSIGNMENT AND SUB-CONTRACTING

31.1 No Party shall be entitled to assign, transfer, sub-contract or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other Parties except that SCL may at any time, freely and on thirty (30) calendar days' notice, assign any or all of its rights and obligations under this Agreement to any other member of the Save the Children Association.

31.2 Where a Party requests consent to an assignment or subcontract pursuant to Clause 31.1, then, to help the other Party reach a decision on the proposed assignment or subcontract, the first Party shall provide the other Party with any information that the other Party may reasonably require about the proposed assignee or subcontractor. If the other Party gives its consent to the assignment or subcontract, the first Party shall implement an appropriate system of due diligence, audit, and training for its assignee or subcontractor designed to ensure its compliance with the requirements of the Agreement.

32. COUNTERPARTS

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

33. THIRD PARTIES ACT 1999

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

34. GOVERNING LAW

34.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and interpreted in accordance with English law.

34.2 Subject always to compliance with the dispute resolution procedure laid down by the provisions of Clause 14 (*Dispute Resolution*) above, any dispute or disagreement arising out of or in connection with the Agreement which cannot be amicably settled amongst the Parties hereto shall be submitted to the courts of England.

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

Signed by {insert name}

{insert role}

For and on behalf of

{INSERT PARTNER/COMPANY NAME}

Signed by: {insert name}

{insert role}

For and on behalf of

**SAVE THE CHILDREN INTERNATIONAL, {INSERT
NAME OF OFFICE}**

APPENDIX A – Form of Scope of Work

Date: {***}

ID number: {insert unique SCI identification number}

This Scope of Work constitutes an order for Services by Save the Children International {country office} (“SCI” or “Customer”) under the electronic transfer services framework agreement between Save the Children International and {insert service provider name} (the “Service Provider”) 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”). [[Use following wording only if applicable]] [The Project is part of an emergency response so emergency lead times specified in Appendix B – Service Description

{Service Description} of the Agreement apply.]

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. SERVICE DATES

The start date of the Services will be {insert start date for Services} and will end on {insert end date for the Services}, as may be extended in accordance with Clause 2.3(Commencement and duration) of the Agreement.

2. SPECIFICATION OF SERVICES REQUIRED

Services required	<input type="checkbox"/> Software Platform provider for Mobile Wallet-based payment processing services <input type="checkbox"/> Service levels and specifications in the Agreement apply <input type="checkbox"/> Additional specifications apply: {***}
	<input type="checkbox"/> Support Services <input type="checkbox"/> Service levels and specifications in the Agreement apply <input type="checkbox"/> Additional specifications apply: {***}
	<input type="checkbox"/> Technical support <input type="checkbox"/> Service levels and specifications in the Agreement apply <input type="checkbox"/> Additional specifications apply: {***}

	<input type="checkbox"/> Training services (if required, specify details in the Additional specifications section below) <ul style="list-style-type: none"> <input type="checkbox"/> In-country training – service levels and specifications in the Agreement apply <input type="checkbox"/> Remote training – service levels and specifications in the Agreement apply <input type="checkbox"/> Merchant training materials and language required: {***} <input type="checkbox"/> Additional specifications apply: {e.g. costs, dates of training, Merchant/SCI staff training materials etc}
Number of participating Project Beneficiaries (specify if this is a projection):	{***}
Number of participating project merchants/vendors (specify if this is a projection):	{***} Note: SCI CO would be responsible for Merchant/Vendor registration. Service Provider is not responsible.
Total amount/allocation expected to be distributed to the Beneficiaries (specify if this is a projection):	{***}
Amount/allocation to be credited to each Beneficiary Mobile Wallet and frequency of Payment Cycle (specify if they are projections):	{***}
Any special instructions if there is balance left on a Beneficiary Mobile Wallet:	{insert whether the balance can be rolled over to next payment cycle, or returned to SCI}
Country and location (with requested Mobile Network Operator (MNO) providers) where services will be provided:	{insert Project location}
Desired funding plan (currency, bank location and timing of funding relative to disbursements)	{Insert currency that SCI wants to provide, whether FX services will be requested, the location of the bank from which SCI will be sending the transfer and account details, and how far in advance of the disbursements will SCI be sending funding}
Any taxes payable on Beneficiary Funds:	<input type="checkbox"/> Not applicable <input type="checkbox"/> Yes: {Specify details of tax and who is liable to pay}
Primary operating language	{English}

Additional languages required:	{***}
Additional support required:	{***}
Exit Plan (see Clause 16.5 (Termination of this Agreement) of the Agreement):	<input type="checkbox"/> Exit Plan required, and will be provided by the Service Provider within {*** days/months} of this Scope of Work's commencement date.
Period within which the Service Provider should respond to SCI's request to change the scope or execution of the Services under this Scope of Work (see Clause 13.3 (Service review) of the Agreement)	<input type="checkbox"/> Tick if SCI and Supplier agree a different period will apply: {insert number of Business Days}
Compliance Information: Funding Source	{***} Note: SCI to mention Donor's name to confirm source of funds for this particular Project
Compliance Information: Does the donor directly select individual beneficiaries to participate in the program?	<input type="checkbox"/> Tick if the Donor would directly intervene in selecting the end beneficiaries <input type="checkbox"/> No
Compliance Information: Will staff have follow-up meetings with beneficiaries? (MEAL Process)	<input type="checkbox"/> Tick if SCI confirms a monitoring process is in place for the Project <input type="checkbox"/> No

3. FEES AND CHARGES FOR SERVICES

- Rate card in Appendix B (*Service Description*) of the Agreement applies.
- Additional charges and fees apply: {Specify any additional charges/fees agreed for the Project}
- Service Provider has attached a copy of the latest applicable MNO Fees to this Scope of Work {Request Service Provider to provide this}
- Service Provider has advised SCI of other official fees, charges or taxes that they are aware of and that will be levied on the Beneficiaries (including governmental taxes, withdrawal fees and other local commissions). {Specify details}

Note SCI has a zero tolerance approach towards fraud, bribery and corrupt practices and both parties have a responsibility to ensure Beneficiary funds are protected from fraud, corruption, loss, misappropriation and misuse. If a party suspects or becomes aware of unofficial fees, charges or taxes being levied on Beneficiaries at any time during the Project (e.g. MNO agent deducts money as a fee for "assisting" the Beneficiary), that party should ensure it notifies the other party's Project Manager

so the issue can be followed up and handled appropriately in accordance with internal policies. See Clauses 11.3 and 11.8 (Compliance) of the Agreement for further information.

Currency of invoices issued under this Scope of Work: {***}

Withholding tax on service fee payments to Service Provider apply: {Insert details of any tax that CO must withhold on service fees paid to Service Provider. Consult CO Finance Director on this provision}

4. REPORTING AND DATA RETENTION

Reporting

[This cross-refers to Clause 12.3 of the Agreement. Insert details of the reporting you need from the Service Provider, e.g. exporting standard reports using the Service Provider portal such as details of transfers to Beneficiaries (e.g., dates, amounts, transfer status); or reports related to the Service Level Agreement (e.g., issues raised, resolution time, system availability); or any other agreed-upon customized reports (e.g., training sessions conducted). You should also specify when the reporting should be submitted and in what format, e.g. 15th day of each month, on MIS system downloadable in CSV format]

Standard reporting using Service Provider’s portal or per Service Level Agreement Appendix C (Service Levels)

Additional reporting required: {insert details of additional reports required from Service Provider}

Data retention

[This cross refers to section 4.2 of Appendix C (Service Levels). Service Provider has agreed to transfer to SCI all final data records (encrypted and in CSV format) within sixty (60) days of the end date of this Scope of Work and to notify SCI prior to the Service Provider deleting any records (subject to their regulatory record-keeping period). This is important for SCI & Donor audit requirements.]

Details of retention and transfer of final data records: {insert details of notification and dates from Service Provider to SCI of the deadline to transfer all final data records prior to deletion by the Service Provider}

5. AUTHORISED REPRESENTATIVE, PROJECT MANAGER AND KEY PERSONNEL

[You must identify a Project Manager for both parties as they will be the primary contact for the Agreement. Identifying Key Personnel from the Service Provider team is optional. You may wish to include them if there are staff who are essential to the delivery of the Services, e.g. staff with particular expertise]

For SCI:

Role on Project	Name	Title/Role	Contact Phone	Contact Email
Authorised Representative	**	**	**	**
Project Manager	**	**	**	**

For Service Provider:

Role on Project	Name	Title/Role	Contact Phone	Contact Email

Authorised Representative	**	**	**	**
Project Manager	**	**	**	**
Key Personnel	**	**	**	**
Key Personnel	**	**	**	**

6. SERVICE REVIEW

[This cross-refers back to Clause 12.1(b) of the Agreement. Please specify how frequently you would like the Project Managers to meet to assess how the Services are progressing, and who should be a part of the meetings]

Example: The SCI Project Manager and the Service Provider’s Project Manager and Key Personnel will meet or hold a teleconference every month to discuss and agree plans for any Service issues arising and unresolved from the previous month.

7. TRAVEL

If the ordered Services require the Service Provider to send an employee or a sub-contractor to the Project’s area of operation to perform Services (including deliver in-country training) (a “**Traveller**”, and for those who are neither residents nor nationals of the Project’s country of operation, “**International Traveller**”):

- (a) Each Traveller must comply with SCI’s security management standards and policies, including undertake any training which SCI deems necessary. In addition, an International Traveller must comply with SCI’s international travel procedure. Copies will be provided on request. A failure to adhere to SCI’s standards, policies and procedures will be grounds for cancelling the trip at the Service Provider’s own expense. This right is without prejudice to other remedies and rights available to SCI under the Agreement;
- (b) SCI shall use reasonable efforts to offer to the Traveller appropriate levels of protection and physical security measures which Save the Children affords its visitors and staff. Each Traveller shall be included in all security arrangements, in a manner consistent with SCI’s global safety and security policy and standards; and
- (c) The Service Provider will take out and maintain (or ensure any subcontractor takes out and maintains):
 - (i) adequate travel and workplace insurance policies.
 - (ii) adequate insurance to cover loss, injury and/or damage caused by or to a Traveller involved in carrying out the Services

8. GROUP MEMBERS PROCESSING CUSTOMER PERSONAL DATA

[This cross refers back to Clause 24.1 of the Agreement. Service Provider needs to inform us if any of its Group Members will be processing personal data as part of this Project.]

Tick if Service Provider’s Group Member / Members will be a data processor of Customer Personal Data: **{if box is ticked, please insert legal name of the Group Member(s)}**

9. LIQUIDATED DAMAGES

[This cross-refers back to Clause 18 of the Agreement. Liquidated damages is a way to pre-set the damages recoverable for a specified breach – usually for late or defective performance, rather than a complete failure of performance. Note liquidated damages here are different to service credits (i.e. price adjustment) that will apply if there is a breach of the framework service levels. Each Project should consider if liquidated damages are relevant and negotiate them with the Service Provider].

Liquidated Damages not applicable.

OR (Choose one of four alternatives)

Option 1: Specified sum, one payment: If {EVENT OF DEFAULT} by the Service Provider, the Service Provider shall pay SCI, as liquidated damages, {AMOUNT AND CURRENCY}.

OR

Option 2: Specified sum, periodic payments: If {EVENT OF DEFAULT} by the Service Provider, the Service Provider shall pay SCI, as liquidated damages, {AMOUNT AND CURRENCY} for each {day's OR {PERIOD}'s} {delay OR default}, {up to a maximum of {AMOUNT AND CURRENCY}}.

OR

Option 3: Percentage, one payment: If {EVENT OF DEFAULT} by the Service Provider, the Service Provider shall pay SCI, as liquidated damages, {PERCENTAGE}% of {SCI's PAYMENTS TO THE SERVICE PROVIDER}.

OR

Option 4: Percentage, periodic payments: If {EVENT OF DEFAULT} the Service Provider, the Service Provider shall pay SCI, as liquidated damages, {PERCENTAGE}% of {SCI's PAYMENTS TO THE SERVICE PROVIDER} for each {day's OR {PERIOD}'s} {delay OR default}, {up to a maximum of {{100}% OR {AMOUNT AND CURRENCY}}.

The Service Provider shall pay these liquidated damages on demand or SCI may deduct them from its payments to the Service Provider.

The parties confirm that these liquidated damages are reasonable and proportionate to protect SCI's legitimate interest in performance.

10. 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 Service Provider; 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 service provider name}

Signed on behalf of Save the Children International, {insert country} Country Office

Title:

Title:

Name:

Date:

Name:

Date:

APPENDIX B – SERVICE DESCRIPTION

{TO BE INSERTED}

[Consider including:

- A. Overview and Features including key features and functionality
- B. Rate Card (i.e reference fees and charges)
- C. Support Services
- D. Training Services
- E. Lead Times
- F. Emergency Response
- G. Reporting
- H. KYC requirements
- I. Internet Banking Platform]

APPENDIX C – SERVICE LEVELS

{TO BE INSERTED}

[Consider including:

I. SERVICE LEVELS

Service	Definition	Service level	Minimum service level resulting in a discount on the fees being applied (“Service Credit”)	Reporting by Service Provider
<i>Processing services</i>				
<i>Support services</i>				
<i>Technical support</i>				

2. KEY PERFORMANCE INDICATORS

Service	Definition	Key Performance Indicator	Reporting by Service Provider
<i>Processing services</i>			

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<i>Support services</i>			
<i>Technical support</i>			

- 3. REPLACEMENT OF HARDWARE**
- 4. MAINTENANCE WINDOWS**
- 5. INFORMATION SECURITY & CONTROLS SERVICE LEVELS**
- 6. ETHICAL BUSINESS PRACTICES]**

PART 5 - MANDATORY POLICIES

MANDATORY POLICY 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

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	<p>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</p>
Neglect	<p>Neglect includes but is not limited to failing to provide adequate food, sufficient or seasonally appropriate clothing and /or shelter.</p> <p>Neglect is also failing to prevent harm; failing to ensure adequate supervision; failing to ensure access to appropriate medical care or treatment or providing inappropriate medical treatment (e.g. administering medication when not authorized); or failing to provide a safe physical environment (e.g. exposure to violence, unsafe programming location, unsafe sleeping practices, releasing a child to an unauthorized adult, access to weapons or harmful objects, failing to child-proof a space that children will occupy etc.). It can also be SCI staff, partners, contractors, suppliers and sub-grantees failing to apply minimum requirements as set out in mandatory procedures.</p>
Exploitation	<p>Child exploitation is an umbrella term used to describe the abuse of children who are forced, tricked, coerced or trafficked into exploitative activities. For Save the Children child exploitation includes modern slavery and trafficking of children and children forced or recruited into armed conflict. Child sexual exploitation is a form of child sexual abuse. It occurs where an individual or group takes advantage of an imbalance of power to coerce, manipulate or deceive a child or young person under the age of 18 into sexual activity;</p> <p>(a) in exchange for something the victim needs or wants, and/or</p> <p>(b) for the financial advantage or increased status of the perpetrator or facilitator. The victim may have been sexually exploited even if the sexual activity appears consensual.</p> <p>Child sexual exploitation does not always involve physical contact; it can also occur with the use of technology. Within Save the Children child sexual abuse and exploitation also includes child early and forced marriage.</p>
Child Labour	<p>Child Labour is work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It is work that:</p> <ul style="list-style-type: none"> • is mentally, physically, socially or morally dangerous and harmful to children; and • interferes with their schooling by: <ul style="list-style-type: none"> • depriving them of the opportunity to attend school; • obliging them to leave school prematurely; or • requiring them to attempt to combine school attendance with excessively long and heavy work. <p>If a young person, under the age of 18 is part of an apprenticeship scheme within the statutory law of the country and does not meet any of the above, this would not be considered by SCI as child labour. However, any partner, supplier, contractor or sub-contractor must inform SCI of the name of any apprentice who will be directly involved with our work.</p> <p>For Save the Children it is not acceptable for any staff or representatives to engage anyone under the age of 18 to work as domestic help in their place of work or at home.</p>

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	<p>Child labour may also be a form of child slavery. Child slavery is the transfer of a young person (under 18) to another person so that the young person can be exploited.</p>
<p>Zero Tolerance</p>	<ul style="list-style-type: none"> • At Save the Children, we have a culture of <u>zero tolerance</u> for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying. • This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken. • It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.

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

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

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

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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:

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

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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 personal lives.

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

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MANDATORY POLICY 2: SAVE THE CHILDREN'S ANTI-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 below).

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

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

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

What we do

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

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

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

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

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

Definitions and examples of fraud, bribery and corruption

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

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

- a) **embezzlement:** improperly using funds, property, resources, or other assets belonging to SCI for their own personal advantage instead;
- b) **collusion:** improperly colluding with others to circumvent, undermine, or ignore our rules,

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

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

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

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a result of involvement in a bid, tender or procurement exercise.

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

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

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

What is expected of you?

- f) You have a duty to protect the assets of Save the Children from any form of dishonest behaviour.
- g) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected or actual fraud, bribery and corruption.
- h) You must **immediately report** any suspicion of fraud, bribery or corruption occurring in their organisation that affects SCI funds, brand, staff or assets to Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children. Reports of suspicions of fraud, bribery or corruption are made to the
- i) When you or any staff working for Save the Children Under your control suspect or become aware of fraud, bribery or corruption in relation to work for Save the Children, you are obliged to:-
 - o act quickly and immediately report suspicions or knowledge of fraud, bribery or corruption to a relevant contact at Save the Children (which could include the Country Office Partnership lead, Program lead, Supply Chain lead, Senior Management Team member or the Save the Children Country Director / Regional Director and/or the Save the Children Head of Fraud Management at scifraud@savethechildren.org)
 - o keep any information confidential between you and the person you report this to.

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- j) You must immediately declare any actual or perceived conflict of interest between any personal, private interest and save the Children's work.
- k) You will cooperate with Save the Children in any investigations, and to enable Save the Children to keep our donors and members fully informed and promptly updated on any suspicion of fraud relating to their funds.

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

MANDATORY POLICY 3: 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 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:

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

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

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

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

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

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

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.

Partners 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.

MANDATORY POLICY 4: 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 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:

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.

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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	<ul style="list-style-type: none"> • At Save the Children, we have a culture of <u>zero tolerance</u> for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying. • This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken. • It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.
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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.

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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:

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

- l) You must have a zero-tolerance policy on SEA and take all measures available to you to prevent and respond to any actual, attempted or threatened of sexual exploitation or abuse involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.
- m) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected, or actual, concerns of sexual exploitation and sexual abuse involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.
- n) You must **immediately report** any suspicion or incident of sexual exploitation or abuse occurring in SCI, your organisation or sub-contractor in relation to your business partnership with Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.
- o) When you or any staff working for Save the Children under your control suspect or become aware of a safeguarding concern in relation to work for Save the Children, you are obliged to:-
 - o Act quickly and immediately report suspicions or knowledge of a safeguarding concern or incident to a relevant contact at Save the Children (which could

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- 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.
 - p) 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.

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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.

2. What is Harassment, Intimidation and Bullying?

Definitions of Harassment, Intimidation and Bullying

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

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	<p>Sexual Harassment may take the form of unwelcome physical, verbal or non-verbal conduct directed at a person or group of persons, which may include - but is not limited to - the following:</p> <p>(a) unwanted physical contact, ranging from touching to sexual assault and rape;</p> <p>(b) verbal forms of sexual harassment including unwelcome sexual innuendoes, suggestions and hints, sexual advances, comments with sexual overtones, sex-related jokes or insults, comments about a person's body or enquiries about a person's sex life or sexual orientation;</p> <p>(c) non-verbal forms of sexual harassment including unwelcome gestures, whistling, indecent exposure or the unwelcome display of sexually explicit pictures or objects;</p> <p>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</p> <p>(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.</p>
<i>Intimidation</i>	<p>Intimidation is the unreasonable use of status or authority to require or coerce an individual to perform an action or task, which the individual knows to be inappropriate and/or disrespectful, illegal, or in direct conflict with SCI policy or procedure.</p>
<i>Bullying</i>	<p>Bullying is any repeated offensive, abusive, intimidating, malicious or insulting behaviour which: (i) makes the recipient feel upset, threatened, humiliated or vulnerable or undermines their self-confidence or causes them to suffer stress or feel upset; and (ii) a reasonable observer would identify as amounting to bullying behaviour.</p>
<i>Sexual Exploitation</i>	<p>Any actual or attempted abuse of a position of vulnerability, differential power, trust, or dependency, for sexual or sexualised purposes. This includes the offer or promise of monetary, social, political benefits as an incentive or form of coercion.</p>
<i>Sexual Abuse</i>	<p>The threatened or actual physical intrusion of a sexual or sexualised nature, including inappropriate touching, by force or under unequal or coercive conditions, sexual assault and rape. It may also include</p>

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

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

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

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

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

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

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

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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.

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

MANDATORY POLICY 5: IAPG CODE OF CONDUCT



CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS

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

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

Code of conduct for suppliers:

Goods and services are produced and delivered under conditions where:

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

Environmental standards:

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

- Waste management;
- Packaging and paper;
- Conservation;
- Energy use; and
- Sustainability.

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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.

MANDATORY POLICY 6: POLICY ON THE PROTECTION OF PERSONAL DATA OF PERSONS OF CONCERN TO SCI

PART A: ADDITIONAL OBLIGATIONS IN RELATION TO DATA PROCESSING

1. In addition to the other applicable obligations in Clause 25 (*Personal Data and Confidential Information*) of the Agreement, the Service Provider shall:
 - (a) process Customer Personal Data only on documented instructions from SCI, including with regard to transfers of Customer Personal Data outside the European Economic Area or to an international organization (unless the Service Provider is otherwise required to process Customer Personal Data by European Union or Member State law to which the Service Provider is subject, in which case the Service Provider shall inform SCI of that legal requirement unless prohibited by that law on important grounds of public interest) and immediately inform SCI if, in the Service Provider's opinion, any instruction given by SCI to the Service Provider infringes Applicable Privacy Laws;
 - (b) ensure that persons authorized to process Customer Personal Data are subject to confidentiality obligations in respect of the Customer Personal Data;
 - (c) implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk of the Service Provider'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;
 - (d) (i) only engage sub-processors as permitted under Clause 25.7 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 **Error! Reference source not found.**³ to the Agreement on the sub-processor, provided that if the sub-processor fails to fulfil its data protection obligations, the Service Provider shall remain fully liable to SCI 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
 - (e) taking into account the nature of the processing, assist SCI 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;

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- (f) assist SCI in ensuring compliance with SCI'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 Service Provider;
- (g) at SCI's election, delete or return all Customer Personal Data and existing copies to SCI at the end of the provision of the Services (unless European Union or Member State law requires the Service Provider to store the Customer Personal Data);
- (h) make available to SCI all information necessary, and allow for and contribute to audits and inspections conducted by SCI or SCI's mandated auditor, to demonstrate the Service Provider's compliance with its obligations under this Part A to **Error! Reference source not found.** of the Agreement;
- (i) maintain a written record of all categories of processing activities carried out on behalf of SCI 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;
- (j) cooperate on request with any relevant European Union or Member State supervisory authority; and
- (k) notify SCI without undue delay after becoming aware of a breach of Customer Personal Data.

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PART B: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA UNDER SCHEDULE I OF THE AGREEMENT

This Part B sets out details about the processing of Customer Personal Data as part of the Services, in accordance with Article 28 of the General Data Protection Regulation.

Subject matter and duration of the processing

The Customer Personal Data shall be processed in order to allow the Service Provider to provide the Services (as described in the Agreement).

The processing shall take place for the duration of the term of the Agreement, unless otherwise directed by SCI or its Affiliates.

Nature and purpose of the processing

The Service Provider is providing the {INSERT} solution which will store any Customer Personal Data uploaded by SCI (or SCI's Affiliates) in a server hosted by the Service Provider.

The Service Provider will use Customer Personal Data to ensure appropriate access to its {INSERT} solution platform (e.g. create User IDs). The Service Provider will not further access or process the relevant Customer Personal Data unless instructed by SCI or SCI's Affiliates, or as may be incidentally necessary in order for the Service Provider to perform maintenance activity on its {INSERT} solution.

The purpose of the Service Provider's processing will be to allow SCI or its Affiliates to access Customer Personal Data that it uploads to the Service Provider's platform.

Data subjects

The Customer Personal Data processed by the Service Provider 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 sub-contractor employees
- SCI donors
- SCI visitors
- SCI partner staff
- Members of the general public who contact SCI
- Other (please specify) ...Each country programme might collect additional / specific information

Categories of data (including any sensitive Customer Personal Data, if relevant)

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

Personal data	Sensitive data
<input type="checkbox"/> Names	<input type="checkbox"/> Racial or ethnic origin

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

[include Part C and the two appendices if relevant²]

² 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.

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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 if country or regional office}, {insert address}

(the **data exporter**)

AND

{SERVICE PROVIDER}

(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:

- (a) ‘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;
- (b) ‘*the data exporter*’ means the controller who transfers the personal data;
- (c) ‘*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;
- (d) ‘*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;

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- (e) *'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;
- (f) *'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:

- (a) 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

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to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

- (b) 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;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) 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;
- (e) that it will ensure compliance with the security measures;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) 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
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

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- (a) 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;
- (b) 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;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) 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,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) 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;
- (f) 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;
- (g) 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;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

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- (i) 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 or 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.

3. 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:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. 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

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- 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

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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.

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APPENDIX 1 to PART C³

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):

{SERVICE PROVIDER}.

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 sub-contractor employees
- SCI donors
- SCI visitors
- SCI partner staff
- Members of the general public who contact SCI
- Other (please specify) [...Each country programme might collect additional / specific information]

³ **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.

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

Processing operations

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

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{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: Save the Children International

{NAME OF SIGNATORY}

Authorised Signature

DATA IMPORTER

Name: **{SERVICE PROVIDER}**

{NAME OF SIGNATORY}

Authorised Signature

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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 Paragraph 11(c) of Error! Reference source not found., Part A (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.}

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DATA EXPORTER

Name: Save the Children International

{NAME OF SIGNATORY}

Authorised Signature

DATA IMPORTER

Name: {SERVICE PROVIDER}

{NAME OF SIGNATORY}

Authorised Signature