**INVITATION TO TENDER**

**FOR SAVE THE CHILDREN INTERNATIONAL**

**<< Myanmar >>**

**<< 24-Mar-2020 >>**

**<< Emergency Preparedness Plan Kits and general program supplies >>**

|  |  |
| --- | --- |
| **Date:** | << 24-March-20 >> |
| **Invitation to Tender (ITT) Reference No:** | FWA-KIT-YGN-2020-05 |
|  |  |

Dear Sir/Madam,

Save the Children International (SCI) invites you to tender for the provision of << 2 Yr Framework agreement of Emergency Preparedness Plan Kits and program supplies >>. This tender pack has been specifically created to provide you with all the information required to understand SCI’s requirements, and complete a response to the tender, should you wish.

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

* [**Part 1: Invitation to Tender Document**](#_PART_1_–)

1. Introduction to SCI
2. Project Overview and Requirements
3. Award Criteria
4. Instructions & Key Information

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

Responses should be submitted no later than << 17:00 on 21/April/2020 >> using the Bidder Response Document provided in [Part 3](#_PART_3_–) of this tender pack. For further guidance on how to submit your response, please follow the instructions detailed [here](#_INSTRUCTIONS).

Queries should be directed to << procurement3.myanmar@savethechildren.org >>.

We look forward to receiving your response.

<< Kyaw Zay Ya Maung >>

<< Procurement Officer (Sourcing) >>

# **PART 1 – INVITATION TO TENDER**

## **INTRODUCTION TO SAVE THE CHILDREN**

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

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

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

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

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

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



## **PROJECT OVERVIEW AND REQUIREMENTS**

### **2.1 PROJECT OVERVIEW**

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

|  |  |
| --- | --- |
| **Item** | **Description** |
| **Country** | *Myanmar* |
| **Description of goods or services** | *EPP Kits and general Program Supplies* |
| **Duration** | *(24) Months* |
| **Agreement Type** | 1. *SCI wishes to enter into an agreement with bidder which outlines the key details in which we anticipate purchasing from in the future. Such an agreement is known as a ‘Framework Agreement or FWA’. SCI makes no commitment under this agreement until we issue subsequent purchase orders outlining specific products/service or volumes.* |

## **AWARD CRITERA**

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

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

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

### **3.1 ESSENTIAL CRITERIA**

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

### **3.2 CAPABILITY CRITERIA**

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

### **3.3 COMMERIAL CRITERIA**

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

All Capability and Commercial Criteria will be weighted accordingly to reflect their importance. The Commercial Criteria will account for at least 40%. The Capability Criteria will account for up to 60% of the score.

## **BIDDER RESPONSE DOCUMENT**

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

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

## **VETTING**

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

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

## **BIDDER INSTRUCTIONS**

### **6.1 TIMESCALES**

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

|  |  |
| --- | --- |
| Activity | Date |
| Issue Invitation to Tender | << 24-Mar-2020 >> |
| Pre Bid Meeting | << 1-Apr-2020 >> |
| Deadline for questions from Bidders | << 7-Apr-2020 >> |
| Deadline for Return of Bids | << 21-Apr-2020 >> |
| Bid Clarifications | << 23-Apr-2020 >> |
| Award Contact | << 30-Apr-2020 >> |
| Go Live | << 4-May-2020 >> |

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

### **6.2 DOCUMENTATION FOR SUBMISSION**

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

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

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

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

### **6.3 SUBMISSION OF BIDS**

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

Bids can be submitted electronically or by hard copy:

**Electronic Submission**

* An email containing a copy of the bid:
  1. Email should be sent to << Myanmar.Procurement01@savethechildren.org>>.
  2. Email should be addressed to << Procurement Committee >>. Please note – this email box is a sealed tender box so DO NOT SEND QUESTIONS related to this tender to this email address.
  3. The subject of the email should be “Invitation to tender << FWA-KIT-MMR-YGN-2020-05 >> Bidder Response – ‘Bidder Name’, ‘Date’’
  4. All documents should be clearly labelled so it is clear to understand what each file relates to.
  5. Email size should not exceed 15mb – if this limit is breached bidder should split the submission into two emails.
  6. Do not copy other SCI email addresses into the email when you submit it as this may invalidate your bid.

Or;

**Paper Submission**

* Two hard copies of bid submitted on headed paper
  + Bids to be submitted to << No. 126 (A), Dhammazedi Road, Bahan Township, Yangon, Myanmar >>
  + Bids should be submitted in a single sealed envelope addressed to << Save the Children International / Myanmar >>.
  + The envelope should clearly indicate the Invitation to tender reference number (<< FWA-KIT-MMR-YGN-2020-05 >>), 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.

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

Your bid must be received, either at the specific address or email address, no later than **<<17:00 Pm on 21-Apr-2020 >>.** Failure to submit your bid prior to the Closing Date may result in your quote being void.

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

### **6.5 KEY CONTACTS**

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

**<< Kyaw Zay Ya Maung >>**

<< Procurement Officer (Sourcing) >>

**Save the Children**

<< No. 126 (A), Dhammazedi Road, Bahan Township, Yangon, Myanmar >>

<< procurement3.myanmar@savethechildren.org>>

Please be advised local working hours are << 09:00 Am to 05:00 Pm>>.

Please allow up to << 21 >> 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.

**SCHEDULE 1 – SAVE THE CHILDREN CORE REQUIREMENTS**

1. **INTRODUCTION & SAVE THE CHILDREN REQUIREMENTS**

**1.1 Introduction**

Save the Children <<Myanamr>> purchases a range of programme items which include << Emergency Preparedness Plan Kit and Program Supplies >>

Programme items are delivered to beneficiaries and are typically everyday items which enable a household to cook (cooking pans, cooking utensils), stay clean (soap, shampoo, toothbrushes), to stay warm (clothes, shoes) or to protect and repair households (tarpaulin, tools, rope).

An ideal supplier to Save the Children will be able to source a wide range of these household items (which we define in this schedule) and be able to meet our demand supporting development programmes as well as in the event of significant humanitarian emergencies. This will involve ramping up production quickly and efficiently.

Depending on funding available, Save the Children may request funding based on various terms ranging from short term projects supporting humanitarian response through to longer term development projects e.g. regular supply over a period of time, replenishment of stocks.

Save the Children typically buys programme supply products packaged as kits (hygiene kit, household kit, kitchen kit). The kits are similar items bundled together in a cardboard (or plastic) box and delivered to Save the Children.

Save the Children has an ambition to reduce the amount of plastic within its Supply Chains. Potential suppliers should look to supply goods that support this ambition as well as looking to use re-cycled plastics and materials.

1. **Specification Requirements**
   1. **Compliance**
      1. Save the Children expects all items delivered under this sourcing event to meet high quality standards and be ‘new’ in condition
      2. The selected supplier of the goods under this sourcing event will be vetted to ensure they are experienced, qualified and that the bid submission is accurate. This includes:  
         - Passing Save the Children mandatory checks (policies)  
         - Meets minimum technical and quality requirements  
         - Capable of delivering into defined locations in Invitation to sourcing event
      3. All providers are able to pack single items as part of a pack given to beneficiaries e.g. a hygiene or household kit i.e. 5 single items could make up a single pack. The items can be packed in different formats e.g. boxes or bags
   2. **Condition of goods**
      1. Due to the critical nature of the work completed by Save the Children, reliability of goods is extremely important. Therefore, all goods must be fit for purpose and ‘new’ in condition and be no more than 1 (one) year old
      2. All goods should be free from defects and damage at the time of delivery. Save the children will report any damage upon receipt and the supplier will offer a free of charge replacement or repair
   3. **Defects, repairs & warranties**
      1. All providers will maintain ownership of goods until delivery to an SCI warehouse (location) as defined in Section 3 of this document. Save the children will notify the provider of any observed defects within 48 hours of delivery and the provider will resolve as soon as feasibly possible by either repair or replacement in a timely manner at no extra charge to Save the Children or the Beneficiary
      2. Save the Children expects providers to offer applicable warranties for the life of the product which will be defined in the framework agreement
   4. **Commercials & Pricing**
      1. Save the Children may require pricing to be submitted in multiple formats for internal evaluation on which commercial model best suits our needs.
      2. Potential suppliers are required to ensure that there are no hidden costs and all costs are included in the bid e.g. labour, packing or delivery when commercial bids are submitted.
      3. Save the Children expects pricing to be fixed for the duration of the project or for a minimum of two (2) years
      4. The format in which pricing is required will be detailed within the Bidder Response document. Pricing **must** be submitted in this format, otherwise it may be considered void.
2. **SPECIFIC SOURCING REQUIREMENTS**

This tender is for general programme supplies specifically Hygiene kits, NFI kits, CFS kits, Teacher kits, Student kits, Grade 1 kits, ………… >>. For a full list of the requirements that potential suppliers will be evaluated against refer Schedule 2 Bidder Response Section 2 Commercial criteria.

Items of specifications that may be procured under shown in detail in Annex A- Bid Submission Sheet herewith attached. Bidders may bid for some or all of these items with complete sample of all items with labelling. Bidders need to fill up Annex A- Bid Submission Sheet: each page must be stamped and signed, and covered by Bidder’s Company Letter Head on top of these sheets.

# **PART 3 – BIDDER RESPONSE DOCUMENT**

1. **INTRODUCTION**

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

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

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

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

1. **INSTRUCTIONS**

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

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

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

**SECTION 1 – KEY INFORMATION**

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

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

## **SECTION 2 - ESSENTIAL CRITERIA**

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

## 

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Policies and terms and conditions** | | | | | | |
|  |  | | Yes / No | | | Comments |
| 1 | Supplier accepts Save the Children’s Terms and Conditions detailed in Appendix 1 of the ITT, and accepts that all work will be completed under pre-agreed FWA template that is attached to the tender pack | |  | | |  |
| 2 | Supplier complies with SCI’s mandatory policies (listed below) and the IAPG Code of Conduct. Supplier is required to ensure that staff and any sub-contractors comply with SCI’s mandatory policies and the IAPG Code of Conduct during the contract term:  1. Child Safeguarding Policy,  2. Anti-Fraud, Bribery & Corruption Policy  3. Slavery and Human Trafficking Policy | | Yes / No | | | Comments |
|  | | |  |
| **Right to work and trade** | | | | | | |
| 3 | Supplier is a registered legitimate business or registered for trading and tax as appropriate and provides copies of relevant certificates | Yes / No | | Comments | | |
|  | |  | | |
| 4 | Supplier Is not on any prohibited parties or Government Blacklist. | Yes / No | | Comments | | |
|  | |  | | |
| 5 | Supplier confirms that it vets its staff, Suppliers and sub-contractors against sanctions lists (e.g. UK Treasury’s list of financial sanctions target, EC’s list of persons and entities subject to financial sanctions) and that it is in compliance with all export controls or will advise SCI of any applicable export controls or licensing requirements. | Yes / No | | Comments | | |
|  | |  | | |
| **Essential Category Requirements** | | | | | | |
| 6 | Supplier confirms it can deliver to the required locations: <<Yangon/, Lashio/ Sittwe >> | Yes / No | | | Comments | |
|  | | |  | |

## **SECTION 3 – CAPABILITY QUESTIONS**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **Bidder Response** | | |
| **Quality** | | | |
| Supplier confirms that it can meet the tender requirements set out in the invitation.   * Volume (all or partial) * - Minimum quality | Yes | No | Comments |
|  |  |  |
| Supplier to confirm that the minimum specifications provided as part of this tender can be met  *Supplier should provide a copy of product specifications as part of submission.* | Yes | No | Partially (Please provide detail) |
|  |  |  |
| Supplier shares three (3) examples of their experience of providing similar goods or services to organisation like Save the Children  Supplier should provide three (3) examples and responses should reference work with other INGO's and large multinationals if applicable. Where possible, responses should provide indicative detail of the goods supplied, the duration and volumes | Client organisation & contact | e-mail address | Reference description e.g. what goods were supplied |
|  |  |  |
|  |  | |
| Supplier confirms that they assemble single items into a kit supplied to Save the Children | Yes or No | Comments | |
|  |  | |
| Supplier agrees to be responsible for all defects/losses before the transfer of ownership is complete | Yes or No | Comments | |
|  |  | |
| Where applicable, Supplier provides warranties and guarantees for goods supplied | Yes or No | Comments | |
|  |  | |
| **Capacity** | | | |
| Supplier to confirm if physical stock of these items are held and whether stock can be assigned to Save the Children | Yes | No | Partially (please provide detail |
|  |  |  |
| Supplier confirms standard lead time for goods and provides detail on how this could be improved in an emergency supply situation | Standard Lead time | Lead time in the case of an emergency response | Comments |
|  |  |  |
| Supplier demonstrates unique selling points and additional benefits or services that are of value to Save the Children  *Unique selling points can be anything that the supplier believes may benefit Save the Children either financially or non-financially* |  | | |
| Supplier provides annual statements of turnover - 3-5 years, balance sheets, profit and loss statements, auditors’ reports, bank information etc relevant to the tender.  Supplier to confirm that they have submitted their statements as part of their bid submission |  | | |
| **Coverage** | | | |
| Supplier has a presence in <<Myanmar/ Yangon, Lashio, Sittwe >> as well as a strong knowledge of local context including security issues, dealing with the Government regarding clearance of materials etc |  | | |

**SECTION 4 – COMMERCIAL QUESTIONS**

**Please complete attached Annex A - Bid Submission Sheet and Annex B – Product List with delivery schedule.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Goods Description | Manufacturer or trader | Country of origin | Sample available | Meets specification | Average stock quantity | Willingness to hold virtual stock |
| Eg, Hygiene Kit (Fully) | Trader/Service Provider | Myanmar, China, etc.. | Yes | Yes/No | 50-100 Kit | Yes/No |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **We, the Bidder, hereby confirm we have completed all sections of the Bidder Response Document:** | | | | | |
| **No** | **Section** | | | **Please Tick** | |
| 1. | Section 1 – Key Information | | |  | |
| 2. | Section 2 – Essential Criteria | | |  | |
| 3. | Section 3 – Capability Questions | | |  | |
| 4. | Section 4 – Commercial Questions | | |  | |
|  | | | | | |
| **We, the Bidder, confirm we have uploaded all of the required information and supporting evidence:** | | | | | |
| **Section** | | **Required Document / Evidence** | | | **Please Tick** |
| **Essential Criteria Evidence** | | Proof of legitimate business address | | |  |
| Copy of tax registration number & certificate | | |  |
| Copy of business registration certificate | | |  |
|  | | |  |
|  | | |  |
| **Capability Criteria Evidence** | | Completed Bidder Response Document | | |  |
| Supporting Financial Documents, Bank details | | |  |
|  | | |  |
|  | | |  |
|  | | |  |
| **Commercial Criteria Evidence** | | Completed Bidder Response Document | | |  |
| Completed Annex A- Bid Submission Sheet | | |  |
| Completed Annex B- Product List with Delivery Schedule | | |  |
|  | | |  |
|  | | | | | |
| **We, the Bidder, hereby confirm we compliance with the following policies and requirements:** | | | | | |
| **Policy** | | | **Signature** | | |
| Conditions of Tendering | | |  | | |
| Terms & Conditions of Purchase | | |  | | |
| Child Safeguarding Policy | | |  | | |
| Anti-Bribery & Corruption Policy | | |  | | |
| Human Trafficking & Modern Slavery Policy | | |  | | |
| IAPG Code of Conduct | | |  | | |

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

Signature

……………………………………………………………………. 

Name

…………………………………………………………………….. 

Job Title

…………………………………………………………………….. 

Company

……………………………………………………………………... 

Date

……………………………………………………………………...

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

**Definitions**

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

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

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

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

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

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

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

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

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

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

1. **The Contract**

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

1. **Late tenders**

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

1. **Correspondence**

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

1. **Acceptance of tenders**

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

1. **Alternative offer**

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

1. **Prices**

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

1. **No reimbursement of tender expenses**

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

1. **Non-Disclosure and Confidentiality**

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

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

1. **Award Procedure**

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

1. **Information and Record Keeping**

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

1. **Anti-Bribery and Corruption**

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

1. **Child Protection**

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

1. **Human Trafficking and Modern Slavery**

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

1. **Exclusion Criteria**

Any Potential supplier is required to confirm in writing that:

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

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

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

Any Potential supplier is required to confirm in writing:

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

1. **Assignment and novation**

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

**PART 4 - APPENDICES**

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

**Appendix 2** – Save the Children’s Safeguarding Policy

**Appendix 3** – Save the Children’s Anti-Bribery and Corruption Policy

**Appendix 4** – Save the Children’s Human Trafficking and Modern Slavery Policy

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

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

**FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS**

SCI contract reference number: **FWA-KIT-MMR-YGN-2020-05**

**THIS AGREEMENT** is dated on **-----------------**

**PARTIES**

1. **Save the Children International**, **------------------------, (the “Customer”)** and
2. **Supplier,** whose registered office is at ------------------, (the "**Supplier**"), (each a "**Party**" and, together, the "**Parties**").

**RECITALS**

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

**GENERAL PROVISIONS**

# Definitions and interpretation

## In this Agreement unless the context requires otherwise:

### **Applicable Laws** means all applicable laws, rules, regulations or other requirements of regulatory authorities, as amended from time to time.

### **Case law and Guidance** includes relevant case law, guidance from the European Data Protection Board, the UK Information Commissioners’ office, or any EU Member State Data Protection Authority.

### **Confidential Information**: information provided directly or indirectly by one Party (the "**Disclosing Party**"), its employees, agents or subcontractors concerning the Disclosing Party's business or its products or its services, to another Party (the "**Receiving Party**") on or after the date of the Agreement including all technical or commercial know-how, Specifications, inventions, processes or initiatives which have been marked as “confidential”, described as “confidential” or reasonably understood to be confidential. Such information may be provided in a number of ways, including without limitation, in oral or documentary or electronic form. Where the Disclosing Party is the Customer, Confidential Information will also include information concerning the business or operation of SCA, SCA members and associate members that the Supplier receives during the term of the Agreement.

### **Contract**: has the meaning given to it in Clause 3.3 of the Agreement.

### **Controller** means 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 Supplier or its agents, contractors and employees as part of or in relation to the Goods in any form of media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

### **EEA**: European Economic Area.

### **Incoterms**: the international rules for the interpretation of trade terms of the International Chamber of Commerce, 2010 version. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in this Agreement, but if there is any conflict between the provisions of Incoterms and this Agreement, the latter shall prevail.

### **Order**: any order of Goods by the Customer pursuant to a Purchase Order Form.

### **Personal Data**: any information relating to an identified or an identifiable individual (data subject) as more particularly defined by operation of any applicable data protection legislation.

### **Process(ing):** any operation or set of operations, which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, restriction, erasure or destruction.

### **Processor** means the entity or person which processes personal data on behalf of the controller

### **Purchase Order Form**: has the meaning given to it in Clause 3.2 of the Agreement.

### **SCA**: Save the Children Association, a Swiss Association formed pursuant to Articles 60-79 of the Swiss Civil Code.

## If there is any conflict or ambiguity between the terms of the documents listed below, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list:

### this form of the Agreement;

### the Purchase Order Form;

### any tender documents including the invitation to tender and conditions of tendering. Where additional terms or particulars contained within those tender documents are not reflected in this Agreement and/or any Purchase Order Form, such terms or particulars shall not be incorporated into the Agreement and/or Contract unless the Customer has relied on them and entered into the Agreement and/or Contract on that basis; and

### any invoice or quotation provided by the Supplier.

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

## In this Agreement, unless the context requires otherwise, the following rules apply:

### A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

### A reference to a Party includes its personal representatives, successors or permitted assigns.

### A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

### Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

# Duration and Commencement

## The Agreement shall commence on **----------------** and shall end on **-----------------** (“**Initial Term**”).

# Goods

## The Supplier is appointed to provide the goods listed in Schedule 1 (the "**Goods**").

## The Customer may, at its absolute discretion and from time to time during the term of the Agreement, order specific Goods from the Supplier using the Purchase Order Form, a template version of which is attached as Schedule 2 to this Agreement.

## The contract between the Supplier and the Customer in respect of any individual order of Goods will comprise the terms of this Agreement and the applicable Purchase Order Form (together, the "**Contract**").

## The Parties acknowledge and agree that:

### the supply of goods under this Agreement is not an exclusive arrangement;

### the Customer may purchase from any third party goods that are the same as, or comparable to, the Goods; and

### the Supplier may supply to any third party goods that are the same as, or comparable to, the Goods.

## No undertaking nor any form of statement, representation or obligation shall be made or be deemed to have been made by the Customer in respect of the total quantities of values of the Goods to be ordered by them pursuant to this Agreement, and the Supplier acknowledges and agrees that it has not entered into this Agreement on the basis of any such undertaking, statement or representation.

# Price for the Goods

## The price for Goods called off from this Agreement shall be calculated in accordance with the reference rates set out in Schedule 1.

## The reference rates for the Goods shall remain fixed for two years.

## The Supplier shall:

### provide a competitive price for the Goods at all times; and

### advise the Customer of potential savings for every order placed by the Customer.

## Unless stated in Schedule 1 or the applicable Purchase Order Form, prices shall be deemed to include packing, labelling, carriage, insurance, delivery, storage, royalties and licence fees (if applicable), quality assurance and quality control costs and all other charges, taxes, duties and impositions and shall not be subject to alteration for any reason whatsoever.

# Invoicing and payment

## Invoices for the Goods supplied under a Contract shall be sent on, or after, delivery of the Goods to the Customer’s satisfaction. Each invoice must quote the order number, be in the currency stated in Schedule 3/the applicable Purchase Order Form and addressed to the contact specified in Schedule 3/the applicable Purchase Order Form.

## Correctly rendered invoices will be paid either within 45 days from the date of invoice or within 45 days of delivery, whichever is the later.

## Without prejudice to its rights in Clause 9.1, the Customer reserves the right to withhold payment or (where payment was already made) request a reimbursement in respect of Goods supplied which are defective, rejected or otherwise not in accordance with the requirements of the applicable Contract.

## The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Agreement and/or any Contract.

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

# Change to Goods and Unavailability of Goods

## For each Order, the Customer may at any time, in writing, make reasonable changes to the Goods described in a Purchase Order Form. If any changes cause an increase or decrease in the cost of, or the time required for the supply or performance of, such Goods, an equitable adjustment shall be made in Supplier’s fee or delivery schedule, or both. Any Supplier claim for an adjustment must be asserted within 30 days of Supplier’s receipt of the change notification, and must be approved in writing. If such adjustment cannot be agreed, the Customer may revert to the original specification or cancel the Order in which case it will reimburse the Supplier for any direct costs reasonably incurred by the Supplier prior to cancellation, which costs the Supplier will take all reasonable steps to minimise.

## The Customer may at any time, in writing, make reasonable changes to the Goods described in Schedule 1 in accordance with Clause 25.6.

## The Supplier shall promptly give notice to the Customer in the event that the Supplier considers there is a reasonable chance that it will be unable to supply, or there will be significant delays in the supply of the Goods as described in:

### a Purchase Order Form; or

### Schedule 1 to this Agreement.

## If the Supplier gives notice under Clause 6.3(a), the Customer will have the right to terminate the Contract in accordance with Clause 19.2. If the Supplier gives notice under Clause 6.3(b), the Parties shall amend the description of Goods in Schedule 1 in accordance with Clause 6.2.

# The Goods

## The Supplier represents and warrants that it has the right to and shall sell the Goods free of any charge, lien or other encumbrance.

## In providing the Goods, the Supplier shall:

### ensure that the Goods shall correspond with their description and specifications in the Agreement, and if applicable, the Purchase Order Form for that Order and any other specification or quality documentation agreed by the parties, and that they comply with all applicable statutory and regulatory requirements;

### ensure that the Goods shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier’s skill and judgment;

### use the best quality goods, materials, standards and techniques, and ensure that the Goods, will be free from defects in workmanship, material and design;

### ensure that the Goods shall comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;

* + 1. ensure that the Goods are stored and shipped under such storage conditions as are appropriate to ensure that the Goods are maintained in good condition at all times during the delivery process;

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

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

## The Supplier represents and warrants that it has obtained and shall make available to the Customer all licences, clearances, permissions, authorisations, consents and permits necessary to carry out its obligations under the Agreement.

## The Customer reserves the right at any time before or after delivery to inspect and test the Goods and inspect the premises where the Goods are being manufactured or stored. The Customer's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials, workmanship and/or care and skill are or have been used.

## If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 7.2, the Customer shall inform the Supplier and at its discretion may exercise its rights under Clause 9.

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

# Delivery

## The Supplier shall ensure that:

### the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and

### each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

### it is available at the request of the Customer outside normal business hours, in order to address the requirements of any emergency in a timely fashion.

## The Supplier shall deliver the ordered Goods to the location as specified in the applicable Order or as instructed by the Customer.

## The Supplier shall deliver the ordered Goods on the date specified in accordance with the lead times specified in the Purchase Order as instructed by the Customer.

## Delivery shall be made during the Customer’s usual business hours unless otherwise agreed.

## Time shall be of the essence in respect of this Clause 8. If the Supplier fails to comply with the time requirement referred to in Clause 8 the Customer, without prejudice to its other rights under the Contract, shall be under no obligation to make payment in respect of any Goods which are not accepted.

## Delivery of the Goods shall take place on the completion of the physical transfer of the Goods from the Supplier or its agents to the Customer or its agents at the delivery address as set out in the Order. Title and risk in the goods will pass to the Customer on completion of delivery of the Goods.

## The Customer shall not be deemed to have accepted any Goods until the Customer has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. Signature of a delivery note shall not constitute or imply acceptance by the Customer.

## The Customer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Customer.

## Where the Order is for Goods which are time sensitive or perishable, Schedule 3 (Payment Terms) / the Purchase Order Form shall include appropriate consequences for delay.

# Customer Remedies

## If the Goods are not delivered in accordance with the applicable Contractorif following inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 7.2, whether or not it has accepted, acknowledged receipt or paid for the Goods, the Customer may exercise any one or more of the following remedies:

### to terminate the Agreement or the applicable Contract;

### to reject the Goods (in whole or in part);

### to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

### to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

### to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and

### to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract including storage costs.

## If any Goods are so rejected, the property and risk shall immediately revert to the Supplier and the Supplier shall arrange for and bear the risk and expenses associated with the destruction or return of the rejected Goods.

# Warranties

## The Supplier warrants to the Customer that:

### it has all authorisations from all relevant third parties to enable it to supply the Goods without infringing any applicable law, regulation, code or practice or any third party’s rights and has all necessary internal authorisations to approve the execution and performance under the Agreement and/or any Contract and will produce evidence of that action to the Customer on its request;

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

### information in written or electronic format supplied by, or on behalf of, the Supplier to the Customer at any stage during the tender process, the negotiation process, the due diligence process or the term of the Agreement was complete and accurate in all material respects at the time it was supplied, and any amendments or changes to the previously supplied information will be provided to the Customer without delay;

### the Supplier, and all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors, are not themselves, and are not or owned or controlled by any party that is, targeted by any Sanctions and Export Control Laws;

### and the Supplier is not aware of, and does not have any reason to suspect, any breach of Clause 12, and it is not aware and does not have any reason to suspect that performance of this Contract would put either party at risk of breaching any Sanctions and Export Control Laws;

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

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

## In case of any situation constituting or likely to lead to a breach of a warranty in Clause 10.1 during the term of the Agreement, the Supplier shall:

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

### take all necessary steps to rectify this situation including replacement of the relevant Goods where appropriate.

The Customer reserves the right to verify that the measures taken are appropriate and to request additional steps are taken within a specified time period. Failure to implement the requested measures may lead to the termination of the Agreement and/or any Contract. These rights are without prejudice to the Customer’s rights in Clause 19.

# Key contacts and service reviews

## The relevant contacts are as follows:

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

## Purchase Order Forms may only be issued by a procurement focal person from the customer.

## The Customer reserves the right to conduct a formal review of the Agreement after 12 months.

## The Parties shall carry out regular reviews of the Agreement every six months or as otherwise agreed. The review meetings shall comprise the Contacts named in this Clause 11.

# Compliance

## The Supplier, its suppliers and sub-contractors shall observe the highest ethical standards and comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation’s international labour standards on child labour and forced labour) from time to time in force.

## The Supplier, and its suppliers and sub-contractors shall not in any way:

## engage in transactions with, or provide resources or support to armed groups, individuals and entities which are sanctioned, or individuals and organisations associated with terrorism, or otherwise be involved directly or indirectly with terrorism,

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

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

## transport the Goods together with any military equipment.

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

## comply with all sanctions, export control, embargo, or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licences, orders, or requirements, in force from time to time, including without limit those of the EU, the UK, the US and the UN ("**Sanctions and Export Control Laws**"), as applicable, and maintain policies and procedures designed to ensure continued compliance with such Sanctions and Export Control Laws;

## obtain any licences, authorisations or permissions required under the Sanctions and Export Control Laws or other applicable laws that are required to export, import, supply, sell, transport, or broker any hardware, software, technology, support or assistance or service that is provided by or on behalf of the Supplier under this contract (including, but not limited to, obtaining any required export licences required for the export of goods by or on behalf of the Supplier to the Customer or its agents at the relevant delivery address), and shall further inform the Customer where any such hardware, software, technology, support or assistance or service provided is subject to controls or restrictions under the Sanctions and Export Control Laws and shall provide all relevant information that may be required by the Customer to apply for or obtain any further licences, authorisations or permissions.

## not make any funds or economic resources available, directly or indirectly, to or for the benefit of, any person or entity that is currently listed under or otherwise directly or indirectly targeted by any Sanctions and Export Control Laws (including any funds or economic resources paid by the Supplier on behalf of the Customer or received by the Supplier from the Customer in accordance with this agreement);

## the Supplier must ensure that it provides to the Customer the names and dates of birth of its key staff in order that the Customer can screen these names against sanctions lists, using the Customer’s third party screening provider. Before providing the names to the Customer, the Supplier must ensure that all its key staff have been informed that their names will be provided to the Customer for screening using a third party provider, and, if necessary, the Supplier has sought their consent.

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

## not do anything which would cause the Customer to be in breach of any Sanctions and Export Control Laws (including but not limited to supplying items from country of origin which would mean that any conceivable supply or use of these items would be restricted under the Sanctions and Export Control Laws).

## No provision of this Agreement shall give rise to an obligation on either party that would constitute a breach of Council Regulation (EC) No 2271/96 (as amended) or other equivalent blocking or anti-boycott laws applicable from time to time.

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

1. sexual exploitation or abuse of a child or children, including but not limited to physical or emotional abuse, exploitation, neglect or any other form of maltreatment;
2. sexual exploitation or abuse of adults in vulnerable populations, including but not limited to the Customer’s adult beneficiaries, and the Customer’s staff and representatives;
3. sexual harassment, harassment, intimidation or bullying of the Customer’s staff, representatives or of anyone you come into contact with while delivering the terms of this Contract.

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

### Child Safeguarding policy;

### Fraud, Bribery and Corruption policy; and

### Human Trafficking and Modern Slavery policy;

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

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

## (together, the “**Mandatory Policies**”) attached as Schedule 5.

## The Supplier shall take reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.

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

* 1. The Supplier shall cooperate with the Customer on any investigations into alleged breaches of the Mandatory Policies, including but not limited to inspection and access to documents and personnel related to the breach, suspected or attempted breach.
  2. The Customer may provide training or materials to the Supplier on protecting children and vulnerable populations from sexual exploitation and abuse, and on anti-harassment, intimidation and bullying. The Supplier shall, at the Customer’s request, share any training or materials with any contractor, employee or other agent of the Supplier who will come into direct contact with the Customer’s personnel, beneficiaries or members of the vulnerable population, through the performance of the terms of this Contract.
  3. The Supplier, its suppliers and sub-contractors shall be subject to, and shall in relation to the Agreement and any Contract act in accordance with, the IAPG Code of Conduct appearing in Schedule 4 and any local or international standards which are applicable to the Goods.

# Audit

## The Supplier agrees to allow the Customer’s employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information in electronic format, and including information regarding the Supplier’s current and former personnel and other relevant personal data held by the Supplier, for the purpose of making audits, examinations, excerpts and transcriptions and for the purpose of verifying compliance with the requirements of Clause 12. The Supplier agrees the extension of such rights to duly authorised representatives of the European Commission, the European Court of Auditors and the European Anti-Fraud Office (“OLAF”), the United States Government, the Controller General of the United States and any other representatives instructed by a donor organisation of the Customer to carry an audit of the Supplier’s operations. The Supplier shall ensure that, it has informed each person whose personal data is being provided to/accessed by any person or entity pursuant to this clause, of the information shared and the purpose of sharing such data before providing/allowing access to the data and, where necessary, obtained such person’s consent.

# Indemnity

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

### breach of any warranty given by the Supplier in Clause 10;

### personal injury, death or damage to property caused to the Customer or its employees arising out of, or in connection with, defects in the Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

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

### any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement and/or any Contract by the Supplier, its employees, agents or subcontractors;

### any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

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

# Customer property

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

# Customer’s name, branding and logo

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

# Re-tendering

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

# Insurance

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

# Termination

## The Customer may terminate the Agreement and/or any Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least 1 month’s written notice.

## The Customer may terminate the Agreement and/or any Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if:

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

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

### the Supplier becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or corporate entity) becomes subject to an administration order or goes into liquidation or the Supplier ceases, or threatens to cease, to carry on business;

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

* + 1. the Customer reasonably believes that (i) the Supplier, or any of its directors, officers, employees, affiliates, agents, suppliers and subcontractors has breached Clause 12, or (ii) the Supplier, or any of its directors, officers, employees, affiliates, agents, suppliers and subcontractors is listed under or otherwise directly or indirectly targeted by, any Sanctions and Export Control Laws, or (iii) continued performance of this Contract would otherwise be restricted by, or would put either party at risk of breaching, any Sanctions and Export Control Laws; or

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

### the Customer believes, in its sole and absolute discretion, that the Supplier has or is engaged in corrupt, fraudulent, collusive or coercive practices or may have failed to comply with any laws relating to prohibited parties, terrorism or money laundering or has or is likely to breach the requirements of Clause 12; or

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

## Termination of Agreement and/or any Contract shall not affect:

### Clauses 7.2, 8.5, 8.6, 8.8, 9,10, 14, 15, 16, 20, 21 and 26 which shall continue without limit in time;

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

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

# Confidential Information

## Subject to Clause 20.2 below, a Receiving Party shall:

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

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

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

## Clause 20.1 shall not apply to Confidential Information to the extent that:

### the Confidential Information is required to be disclosed by law or any Governmental Authority. If the Receiving Party believes that this Clause 20.2(a) applies, it shall, as far as it is practicable and lawful to do so:

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

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

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

### the Confidential Information is required to be disclosed to meet the obligations set out in Clause 13.

# Personal Data

## In addition to its obligations of Confidentiality, the Supplier, as Processor, shall ensure that in relation to any Personal Data;

### it shall process such Personal Data only in accordance with the written instructions of the Customer (as Controller) and only to the extent necessary for the purposes set out in this Agreement;

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

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

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

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

## Where the Supplier engages a third party contractor to process the Personal Data on its behalf, it shall do so by way of a written agreement with the third party contractor which imposes the same obligations on the contractor in relation to the security of the processing as are imposed on it under the terms of the Agreement and the applicable data protection laws.

## The Supplier shall notify the Customer within 5 business days of it receiving a request for access or other request, complaint, notification or communication in relation to such Personal Data from a person or entity other than the Customer (including a request from a governmental or regulatory authority) and shall provide the Customer with full co-operation and assistance in relation to any such request, complaint, notice or communication.

## The Supplier shall notify the Customer immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of such Personal Data and shall provide the Customer with full co-operation and assistance in relation to responding to and rectifying such incident.

## The Customer may, on giving at least 7 days' notice, inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data of relating to the processing of Personal Data by the Supplier.

## The Supplier shall not export the Personal Data outside.

## If regulatory or legislative rules, provisions become applicable, or Case law and Guidance become available, such that the protection afforded Personal Data under this Agreement is not sufficient, the Parties shall amend the Agreement as necessary to comply with all Applicable Laws.

# Notices

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

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

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

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

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

## This Clause 22 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this provision, "writing" shall include e-mails.

# Force majeure

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

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

## If any events or circumstances prevent the Supplier from carrying out its obligations under the Agreement and/or any Contract for a continuous period of more than 14 days, the Customer may terminate the Agreement and/or any Contract immediately by giving written notice to the Supplier in accordance with Clause 22.

# Dispute Resolution

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

## If having used reasonable endeavours to settle a dispute informally either Party considers the dispute cannot be so settled, either Party may give notice that the dispute is being referred to arbitration.

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

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

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

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

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

# General

## Assignment and subcontracting

### The Customer may at any time assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Agreement and/or any Contract.

### The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Agreement and/or any Contract without the Customer's prior written consent. Any subcontract shall allow the Customer the same rights of inspection and testing as set out in Clause 7.4 above.

## Severance

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

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

## **Waiver and cumulative remedies**

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

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

## **No partnership**

Nothing in the Agreement and/or any Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, nor constitute any Party the agent of another party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

## Third party rights

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

## **Variation**

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

## **Inconsistency**

In the event of any inconsistency between the Agreement and any Purchase Order, the terms of the Agreement shall prevail to the extent necessary to resolve such inconsistency.

## **Entire agreement**

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

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

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

Nothing in this Clause 25.7 shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

# 26. **Governing law and jurisdiction**

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

# Special terms and conditions [Delete this clause 27 if not required]

## 27.1 Stock will be held at Supplier’s warehouse at the following address:

## Supplier shall ensure that such stocks are packed, mobilised and despatched within agreed Lead time of confirmation of the Customer’s requirement in a Purchase Order Form.

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

|  |  |
| --- | --- |
| **Signed for and on behalf of the Supplier:** | **Signed for and on behalf of the Customer:** |
| ………………………………………………. Signature | ………………………………………………. Signature |
| ………………………………………………. Name | ………………………………………………. Name |
| ………………………………………………. Position | ………………………………………………. Position |
| Date:    **Witness1:** | Date:  **Witness 2:** |
|  |
|  |

SCHEDULE 1

**AVAILABLE GOODS, SPECIFICATIONS, CHARGES**

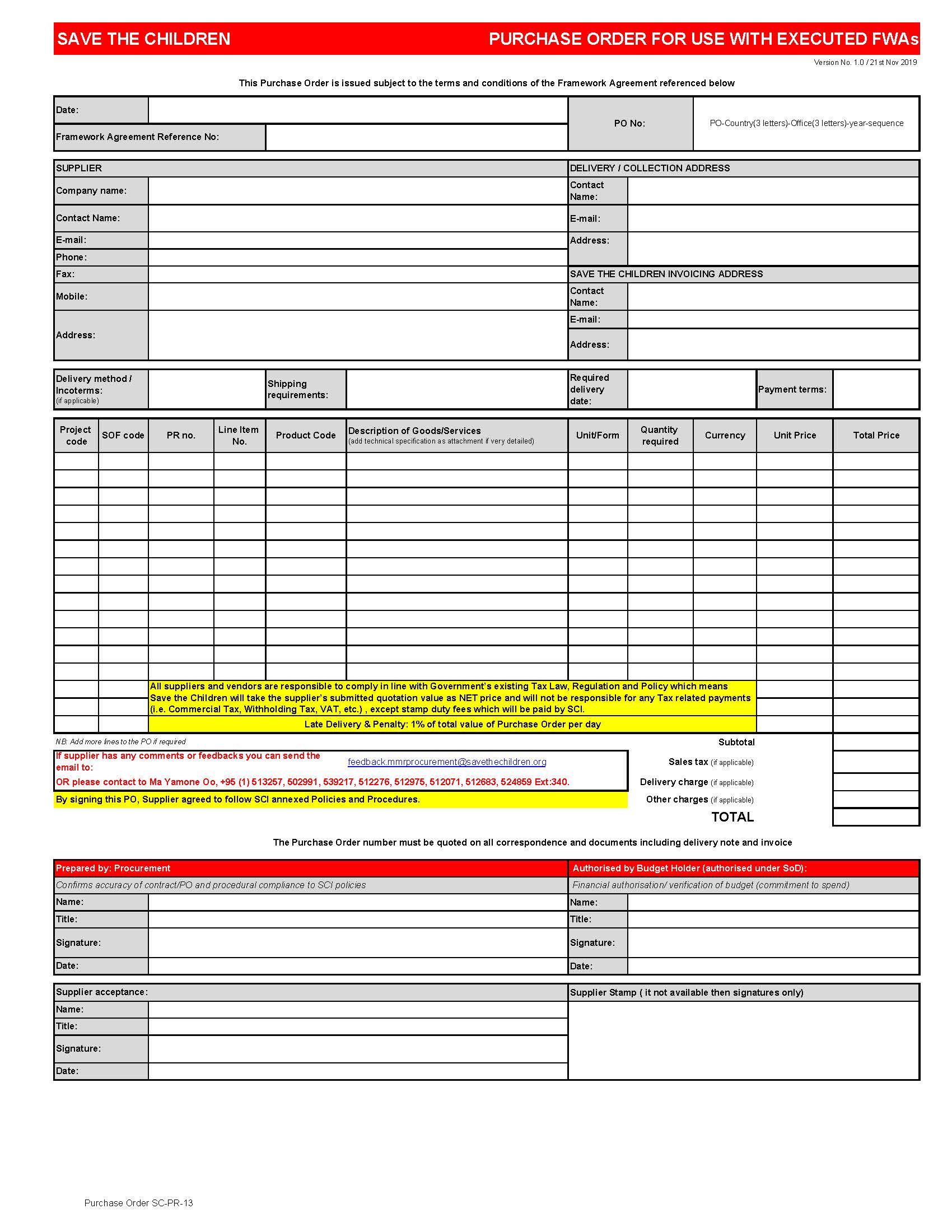
|  |  |  |  |
| --- | --- | --- | --- |
| Sr | Kit Name | Specifications | Price |
| 1 | Hygiene Kit (Fully) |  |  |
| 2 | Hygiene Kit (Refill) |  |  |
| 3 | NFI Kit |  |  |
|  |  |  |  |

# 

## **SCHEDULE 2**

**PURCHASE ORDER FORM TEMPLATE**

*[See SCI Order Form* [*SCI-PR-13A Purchase Order for Framework Agreements*](https://savethechildren1.sharepoint.com/:x:/r/How/SupplyChain/SCDocuments/Procurement/New%20Procurement%20Manual/Legal%20templates%20Jan%202018/SC-PR-13A%20Purchase%20Order%20for%20Framework%20Agreements%20v1.0%20.xlsx?d=w35bee799c1594adda7e0adb55cf23c85&csf=1&e=q7Tlmv)*, which is based on SCI-PR-13 Purchase Order template but tailored for use with a Framework Agreement]*

**

SCHEDULE 3

**PAYMENT TERMS**

Invoices must be original and stamped, must be in the same currency as the Purchase Order, and must have the following information: Customer’s Name, Customer’s Purchase Order reference number, description of goods/services being paid for, the Supplier’s tax registration number, the tax amount and the total amount, and Supplier’s bank details for receiving payment transfers, if relevant. Invoices will be paid within 45 calendar days of Customer’s receipt of invoice by closed check or transfer. In addition to Purchase orders and invoices, delivery notes are required for payment.

The payment will be done according to the terms and conditions specified into the purchase order. No payment will be made without a purchase order correctly filled and approved by both parties. No payment will be done without the Goods Receive Note correctly filled and signed by Programme and Supply Chain. Advance payment might be made only if required and specified into the purchase order.

No variation to the prices specified in this Agreement will be accepted by the Customer without prior agreement in writing.

The Customer reserves the right to deduct from any monies due or becoming due to the Supplier, any amount due from the Supplier to the Customer. In addition, the Customer reserves the right to withhold payment in respect of Goods supplied which are defective, rejected or otherwise not in accordance with the requirements of this Agreement.

Purchase Order Terms and Conditions

The customer standard purchase order terms and conditions are as follows;

• Payment Terms: Within 45 days after complete delivery

• Delivery Time: Based on the order quantity and design confirmation, delivery time will be confirmed on PO stage.

• Late Delivery and Penalty: **1%** of the total PO value per day

• Others Terms and conditions: The actual product delivery must be of the same specifications and brand that the once listed in this FWA. The customer will reject the product which are not met the product specifications of agreement specifications.

SCHEDULE 4

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

**1. Our values and principles**

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

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

**2. What is Child Abuse?**

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

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

**Definitions of Child Abuse:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Our values and principles**

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

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

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

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

**What we do**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**What is expected of you?**

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

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

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

**1. Our values and principles**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.*

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



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

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

**Code of Conduct for Suppliers**

Goods and services are produced and delivered under conditions where:

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

**Environmental Standards**

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

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

**Business Behaviour**

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

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

**Qualifications to the statement**

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

**Disclaimer**

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

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

1. **Our values and principles**

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

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

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

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

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

* Exchanging money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading, or exploitative behaviour;
* Sexual activity with commercial sex workers in countries where Save the Children 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:**

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

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

Sexual exploitation and abuse are a violation of fundamental human rights. It can also be a criminal act. Save the Children is committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure the exploitation and abuse of adults is not taking place anywhere in our own business or in any of our supply chains or partnerships. Save the Children 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 Save the Children operates; and
  + UN Secretary General’s Bulletin: Special Measures for Protection from Sexual Exploitation and Abuse

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

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

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

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

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

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

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

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

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

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

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

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

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

**VI: SAVE THE CHILDREN’S ANTI-HARASSMENT, INTIMIDATION AND BULLYING POLICY**

1. **Our values and principles**

Save the Children’s Anti-harassment, Intimidation and Bullying Policy expresses our commitment to maintain a workplace that is free of harassment, so that all those who work for Save the Children 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 Save the Children 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. Save the Children does not tolerate any action that violates a person’s dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment.

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

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

**Definitions of Harassment, Intimidation and Bullying**

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| --- | --- |
| Word/Term | Definition |
| *Harassment* | **Harassment** consists of unwanted conduct, whether verbal, physical or visual, which is related to a person’s sex, gender, marital status, sexual orientation, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability with the purpose or effect of violating the dignity of a person or creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions. |
|  |  |
| *Sexual Harassment* | **Sexual Harassment** consists of unwanted conduct of a sexual nature, which has the purpose or effect of violating the dignity of a person or creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.  Sexual Harassment may take the form of unwelcome physical, verbal or non-verbal conduct directed at a person or group of persons, which may include - but is not limited to - the following:   1. unwanted physical contact, ranging from touching to sexual assault and rape; 2. verbal forms of sexual harassment including unwelcome sexual innuendoes, suggestions and hints, sexual advances, comments with sexual overtones, sex-related jokes or insults, comments about a person’s body or enquiries about a person’s sex life or sexual orientation; 3. non-verbal forms of sexual harassment including unwelcome gestures, whistling, indecent exposure or the unwelcome display of sexually explicit pictures or objects;   d) unwanted messages of a sexual nature that are sent via email, SMS, skype, voice messages and other electronic means, whether using Save the Children IT/devices or personal mobiles/equipment; or  (e) harassment of a sexual nature that is linked to recruitment/employment opportunities, promotion, training or development opportunities or the offer of salary increments or other employee or worker benefits in exchange for sexual favours. |
| *Intimidation* | **Intimidation** is the unreasonable use of status or authority to require or coerce an individual to perform an action or task, which the individual knows to be inappropriate and/or disrespectful, illegal, or in direct conflict with Save the Children policy or procedure. |
| *Bullying* | **Bullying** is any repeated offensive, abusive, intimidating, malicious or insulting behaviour which: **(i)** makes the recipient feel upset, threatened, humiliated or vulnerable or undermines their self-confidence or causes them to suffer stress or feel upset; and **(ii**) a reasonable observer would identify as amounting to bullying behaviour. |
| *Sexual Exploitation* | Any actual or attempted abuse of a position of vulnerability, differential power, trust, or dependency, for sexual or sexualised purposes. This includes the offer or promise of monetary, social, political benefits as an incentive or form of coercion. |
| *Sexual Abuse* | The threatened or actual physical intrusion of a sexual or sexualised nature, including inappropriate touching, by force or under unequal or coercive conditions, sexual assault and rape. It may also include threatened or actual non-physical intrusion (unwanted and/or uninvited exposure to pornography, texts, images, and so on, the sharing of images, texts and so on, demands for sexualised photographs etc.). |
| *Discriminatory and disrespectful behaviour* | Other forms of harassment [that] may relate to a person’s gender, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability and may involve bullying or intimidation or both. |
| Zero Tolerance | * At Save the Children, we have a culture of zero tolerance for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying. * This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken. * It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization. |

Save the Children 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 Save the Children operates

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

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

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

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

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

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

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

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

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

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

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

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