



## FRAMEWORK AGREEMENT

### FOR THE SUPPLY OF GOODS

SCI contract reference number: *[insert]*

**THIS AGREEMENT** is dated *[insert date of execution or date of last signature]*

### PARTIES

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

### RECITALS

- (1) The Customer has invited the Supplier to enter into this framework agreement (the "**Framework Agreement**" or "**Agreement**") to provide goods to the Customer *[and the Framework Purchasers] [include if required]* from time to time on a call off basis.
- (2) This Framework Agreement sets out the general principles applicable to all supplies of goods by the Supplier to the Customer *[and the Framework Purchasers] [include if required]*. 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 *[or any of the Framework Purchasers] [include if required]*.

### GENERAL PROVISIONS

#### 1. Definitions and interpretation

1.1. In this Agreement unless the context requires otherwise:

- (a) **Applicable Laws** means all applicable laws, rules, regulations or other requirements of regulatory authorities, as amended from time to time.
- (b) **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.
- (c) **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.

- (d) **Contract:** has the meaning given to it in Clause 3.3 of the Agreement.
- (e) **Controller** means the entity or person which determines the purposes and means of the processing of personal data.
- (f) **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).
- (g) **EEA:** European Economic Area.
- (h) **[Framework Purchasers:** means the entities listed in Schedule 4 which may be varied in accordance with Clause 25.6.] *[Delete if not applicable]*
- (i) **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.
- (j) **Order:** any order of Goods by the Customer pursuant to a Purchase Order Form.
- (k) **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.
- (l) **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.
- (m) **Processor** means the entity or person which processes personal data on behalf of the controller

- (n) Purchase Order Form:** has the meaning given to it in Clause 3.2 of the Agreement.
- (o) SCA:** Save the Children Association, a Swiss Association formed pursuant to Articles 60-79 of the Swiss Civil Code.

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

- (a)** this form of the Agreement;
- (p)** the Purchase Order Form;
- (q)** 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
- (r)** any invoice or quotation provided by the Supplier.

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

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

- (a)** A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (s)** A reference to a Party includes its personal representatives, successors or permitted assigns.
- (t)** [A reference to a “Party” or the “Customer” shall be interpreted to include a Framework Purchaser in the context of a provision relating to a Contract entered into between the Supplier and a Framework Purchaser.] *[include if required]*
- (u)** 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.
- (v)** 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.

## 2. Duration and Commencement

- 2.1. The Agreement shall commence on [the date of this Agreement or \*\*\*\*\*] and shall end on [insert end date] ("Initial Term").
- 2.2. The Agreement at the end of the Initial Term may be renewed for another [insert length of renewal], subject to the mutual agreement of both Parties. No further renewals will be allowed. [Check the Procurement Manual to confirm if automatic renewal is authorised. Delete this entire clause 2.2 if not applicable]

## 3. Goods

- 3.1. The Supplier is appointed to provide the goods listed in Schedule 1 (the "Goods").
- 3.2. The Customer [and/or any Framework Purchaser] [include if required] may, at its absolute discretion and from time to time during the term of the Agreement, order specific Goods from the Supplier using the Purchase Order Form, a template version of which is attached as Schedule 2 to this Agreement.
- 3.3. The contract between the Supplier and the Customer [or Framework Purchaser] in respect of any individual order of Goods will comprise the terms of this Agreement and the applicable Purchase Order Form (together, the "Contract").
- 3.4. The Parties acknowledge and agree that:
  - (a) the supply of goods under this Agreement is not an exclusive arrangement;
  - (w) the Customer may purchase from any third party goods that are the same as, or comparable to, the Goods; and
  - (x) the Supplier may supply to any third party goods that are the same as, or comparable to, the Goods.
- 3.5. No undertaking nor any form of statement, representation or obligation shall be made or be deemed to have been made by the Customer in respect of the total quantities or 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.

## 4. Price for the Goods

- 4.1. The price for Goods called off from this Agreement shall be calculated in accordance with the reference rates set out in Schedule 1.
- 4.2. The reference rates for the Goods shall remain fixed for [the duration of this Agreement / \*\*\*]. [The Parties shall conduct a review of the reference rates \*\*\* months after commencement of this Agreement.] [Delete clause 4.2 if the price is non-fixed.]
- 4.3. The Supplier shall:
  - (a) provide a competitive price for the Goods at all times; and
  - (y) advise the Customer of potential savings for every order placed by the Customer.
- 4.4. 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.

## 5. Invoicing and payment

- 5.1. 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]. [Please choose applicable option]

- 5.2. 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. *[If you want to amend this please seek the approval of the Director of Finance in country (if CO) or in region (if RO)]*
- 5.3. 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.
- 5.4. 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.
- 5.5. 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.

## **6. Change to Goods and Unavailability of Goods**

- 6.1. 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 10 days *[amend if required]* of Supplier's receipt of the change notification, and must be approved in writing. If such adjustment cannot be agreed, the Customer may revert to the original specification or cancel the Order in which case it will reimburse the Supplier for any direct costs reasonably incurred by the Supplier prior to cancellation, which costs the Supplier will take all reasonable steps to minimise.
- 6.2. The Customer may at any time, in writing, make reasonable changes to the Goods described in Schedule 1 in accordance with Clause 25.6.
- 6.3. 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) a Purchase Order Form; or
  - (z) Schedule 1 to this Agreement.
- 6.4. 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.

## **7. The Goods**

- 7.1. The Supplier represents and warrants that it has the right to and shall sell the Goods free of any charge, lien or other encumbrance.
- 7.2. In providing the Goods, the Supplier shall:
  - (a) 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;
  - (b) 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;

- (c) use the best quality goods, materials, standards and techniques, and ensure that the Goods, will be free from defects in workmanship, material and design;
- (d) 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;
- (e) 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 *[including, without limitation, as specified in Schedule 1]; [Include optional text if applicable]*
- (f) 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
- (g) not infringe the rights of any third party or cause the Customer to infringe any such rights.

*[Add to clause 7.2 any quality undertakings not covered]*

- 7.3. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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.

## **8. Delivery**

**8.1.** The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
- (aa)** 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

**(bb)** 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.

- 8.2. The Supplier shall deliver the ordered Goods to the location as specified in the applicable Order or as instructed by the Customer.
- 8.3. The Supplier shall deliver the ordered Goods *[on the date specified in the applicable Order / in accordance with the lead times specified in Schedule 1] [select applicable wording]* or as instructed by the Customer.
- 8.4. Delivery shall be made during the Customer's usual business hours unless otherwise agreed.
- 8.5. 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 8.5 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.
- 8.6. *[Option 1: 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.]*

*OR*

*[Option 2: Delivery and transfer of title and risk in the Goods (including, without limitation, the risk of deterioration in transit) shall pass to the Customer in accordance with the relevant provision of Incoterms identified in the Purchase Order Form.]*

*[Select applicable option based on whether Incoterms apply which is normally when international supplier and shipment is involved. If Incoterms apply, please ensure you specify which ones apply in the Purchase Order Form]*

- 8.7. 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.
- 8.8. *[Option 1: 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.]*
- OR*

*[Option 2: The Supplier shall specify in the delivery note if packaging or packing materials are required to be returned. All packaging and packing materials shall be returned at the cost of the Supplier.]*

*[Select applicable option]*

- 8.9. *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. [Delete entire clause if not applicable, or else amend as required. Any financial consequences for breach (e.g. liquidated damages) should be proportionate to the customer's legitimate business interest so that the liquidated damages will not be deemed to be a penalty]*



## **9. Customer Remedies**

9.1. If the Goods are not delivered in accordance with the applicable Contract or if 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:

- (a) to terminate the Agreement or the applicable Contract;
- (cc)** to reject the Goods (in whole or in part);
- (dd)** 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);
- (ee)** to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (ff)** to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and
- (gg)** 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.

9.2. 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.

## **10. Warranties**

10.1. The Supplier warrants to the Customer that:

- (a) 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;
- (b) 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;
- (c) 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;
- (d) 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;

- (e) 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;
- (f) 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
- (g) 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.

10.2. 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:

- (a) notify the Customer in writing and without delay of such breach; and
- (hh)** 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.

## 11. Key contacts and service reviews

11.1. The relevant contacts are as follows:

	<b>Customer Contact</b>	<b>Supplier Contact</b>
<i>First contact</i>	Name: <b>[**]</b> Title: <b>[**]</b> Email address: <b>[**]</b> Tel: <b>[**]</b>	Name: <b>[**]</b> Title: <b>[**]</b> Email address: <b>[**]</b> Tel: <b>[**]</b>
<i>Second contract</i>	Name: <b>[**]</b> Title: <b>[**]</b> Email address: <b>[**]</b>	Name: <b>[**]</b> Title: <b>[**]</b> Email address: <b>[**]</b>

	Tel: <b>[**]</b>	Tel: <b>[**]</b>
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- 11.2. Purchase Order Forms may only be issued by a person named in this Agreement as a Customer Contact **[or identified to the Supplier as an authorised delegate in writing / in Schedule 3.] [Include optional wording if applicable and amend]**
- 11.3. The Customer reserves the right to conduct a formal review of the Agreement after 12 months.
- 11.4. The Parties shall carry out regular reviews of the Agreement every **[insert frequency of review meetings]** months or as otherwise agreed. The review meetings shall comprise the Contacts named in this Clause 11.

## 12. Compliance

- 12.1. 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.
- 12.2. The Supplier, and its suppliers and sub-contractors shall not in any way:
- engage in transactions with, or provide resources or support to armed groups, individuals and entities which are sanctioned, or individuals and organisations associated with terrorism, or otherwise be involved directly or indirectly with terrorism,
  - be involved directly or indirectly in the manufacture or sale of arms;
  - have any business relations with governments for any war related purpose; or
  - transport the Goods together with any military equipment.
- 12.3. 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 **[or any of the Framework Purchasers or their agents]** at the relevant delivery address), and shall further inform the Customer **[and the Framework Purchasers]** where any such hardware, software, technology, support or assistance or service provided is subject to controls or restrictions under the Sanctions and Export Control Laws and shall provide all relevant information that may be required by the Customer **[or any of the Framework Purchasers]** to apply for or obtain any further licences, authorisations or permissions.
  - not make any funds or economic resources available, directly or indirectly, to or for the benefit of, any person or entity that is currently listed under or otherwise directly or indirectly targeted by any Sanctions and Export Control Laws (including any funds or economic resources paid by the Supplier on behalf of the Customer **[or any of the Framework Purchasers]** or received by the Supplier from the Customer **[or any of the Framework Purchasers]** in accordance with this agreement);
  - the Supplier must ensure that it provides to the Customer the names and dates of birth of its key staff in order that the Customer can screen these names against sanctions lists,

using the Customer's third party screening provider. Before providing the names to the Customer, the Supplier must ensure that all its key staff have been informed that their names will be provided to the Customer for screening using a third party provider, and, if necessary, the Supplier has sought their consent.

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

12.4. 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.

12.5. 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:

- (a) 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;
- (b) 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;
- (c) 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.

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

- (a) Child Safeguarding policy;
- (b) Fraud, Bribery and Corruption policy; and
- (c) Human Trafficking and Modern Slavery policy;
- (d) Protection from Sexual Exploitation and Abuse (PSEA) policy;
- (e) Anti-Harassment, Intimidation and Bullying policy; and

(together, the "**Mandatory Policies**") attached as Schedule 5.

12.7. 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.

12.8. 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.

12.9. 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.

12.10. 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.

12.11. 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.

### **13. Audit**

13.1. The Supplier agrees to allow the Customer's ~~[(and the Framework Purchasers')]~~ employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information in electronic format, and including information regarding the Supplier's current and former personnel and other relevant personal data held by the Supplier, for the purpose of making audits, examinations, excerpts and transcriptions and for the purpose of verifying compliance with the requirements of Clause 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.

### **14. Indemnity**

14.1. 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:

- (a) breach of any warranty given by the Supplier in Clause 10;
- (b) 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;
- (c) 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;

- (d) 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;
- (e) 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
- (f) 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.

#### **15. Customer property**

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

#### **16. Customer's name, branding and logo**

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

#### **17. Re-tendering**

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

#### **18. Insurance**

- 18.1. During the term of the Agreement, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Agreement and/or any Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 18.2. [The Supplier shall keep the Goods insured until risk passes to the Customer and shall retain the insurance and proceeds thereof together with all its rights against any carrier of the Goods, on trust for the Customer until the Supplier has fulfilled all its obligations under the Contract to the Customer's satisfaction.] *[Delete if not applicable]*

#### **19. Termination**

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

- (a) the Supplier is in material breach of its obligations under the Agreement and/or any Contract;
  - (b) 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;
  - (c) 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;
  - (d) the Customer reasonably believes that any of the events mentioned above in paragraphs (a) through (c) is about to occur in relation to the Supplier and notifies the Supplier accordingly;
  - (e) 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
  - (f) 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;
  - (g) 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
  - (h) 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.
- 19.3. Termination of Agreement and/or any Contract shall not affect:
- (a) 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;
  - (b) 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

- (c) any rights, liabilities or remedies arising under the Agreement and/or any Contract prior to such termination.

## **20. Confidential Information**

20.1. Subject to Clause 20.2 below, a Receiving Party shall:

- (a) keep in strict confidence all Confidential Information provided directly or indirectly by a Disclosing Party, its employees, agents or subcontractors;
- (ii) 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
- (jj) ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

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

- (a) 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:
  - (i) first consult the Disclosing Party to give the Disclosing Party an opportunity to contest the disclosure; and
  - (ii) take into account the Disclosing Party's reasonable requirements about the proposed form, timing, nature and extent of the disclosure;
- (kk) 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
- (ll) the Confidential Information is required to be disclosed to meet the obligations set out in Clause 13.

## **21. Personal Data**

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

- (a) 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;



- (b) such Personal Data is processed and transferred in accordance with the applicable data protection laws, regulatory guidelines and industry standards;
  - (c) 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
  - (d) 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
  - (e) the Supplier shall promptly comply with any request from the Customer requiring the Supplier to amend, transfer or delete such Personal Data.
- 21.2. Where the Supplier engages a third party contractor to process the Personal Data on its behalf, it shall do so **[only with the consent of SCI and]** by way of a written agreement with the third party contractor which imposes the same obligations on the contractor in relation to the security of the processing as are imposed on it under the terms of the Agreement and the applicable data protection laws. *[The red text gives SCI the option of consenting to the appointment of sub-contractors and third parties to process personal data. The wider the circle of individuals having access to the personal data, the less SCI will be able to control the way in which the data is being processed. SCI should therefore be careful when allowing the Supplier to appoint sub-contractors especially if the data involves beneficiary personal data or staff personal data beyond professional contact details. If unsure, we would recommend including the consent requirement, as this permits sub-contracting within SCI's control.] If the supplier will not agree to this, the following can be used as an alternative: [At least 30 days before the Supplier engages any sub-processor to carry out processing activities on Personal Data on behalf of the Customer, the Supplier will notify the Customer in writing of the details of that sub-processor. If the Customer objects to a sub-processor, then the Supplier will use reasonable endeavours to find an acceptable replacement sub-processor. Without prejudice to any termination rights the Customer has under the Agreement, if the Supplier cannot find a replacement sub-processor [within 21 days of the Customer objecting to the original sub-processor], the Customer may terminate the part of the supply to which the sub-processing relates].*
- 21.3. 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.
- 21.4. 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.
- 21.5. 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.

21.6. The Supplier shall not export the Personal Data outside **[insert country]** [Note: please insert the country in which the Personal Data will be processed].

21.7. 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.

## 22. Notices

22.1. 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.

22.2. Any notice shall be deemed to have been duly received:

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

**(mm)** if delivered by commercial courier, on the date that the courier's delivery receipt is signed; or

**(nn)** if sent by e-mail, at 9:00am **[London time]** on the next **[London]** business day after transmission. *[Amend as appropriate. Choose London if FWA is being signed by SCI Centre]*

22.3. 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.

## 23. Force majeure

23.1. 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.

23.2. 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.

23.3. 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.

## 24. Dispute Resolution

24.1. 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).

24.2. 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.

24.3. 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.

(a) The place of arbitration shall be London, United Kingdom;

**(oo)** The language to be used in the arbitral proceedings shall be English; and

**(pp)** 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.

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

## **25. General**

25.1. Assignment and subcontracting

(a) 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.

**(qq)** 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.

25.2. Severance

(a) 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.

**(rr)** 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.

25.3. Waiver and cumulative remedies

(a) 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.

- (ss)** Unless specifically provided otherwise, rights arising under the Agreement and/or any Contract are cumulative and do not exclude rights provided by law.

25.4. 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.

25.5. 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.

25.6. 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.

25.7. 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.

25.8. 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:

- (a) 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 Goods that is not expressly set out in the Agreement and any applicable Purchase Order Form under which the relevant Goods are being provided; and
- (tt)** 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).

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

- 27.1. The Supplier shall be obliged to maintain the minimum stock levels noted below throughout the duration of the Agreement. For the avoidance of any doubt, the agreement by the Supplier to maintain such stock levels shall not create any obligations on the part of the Customer to place any orders or to pay for such stock. Furthermore, no storage charges shall apply for this stock. *[Minimum stock levels for emergency response if appropriate. Delete clause if not applicable]*  
*[insert table of stock levels]*
- 27.2. Stock will be held at Supplier's warehouse at the following address: *[Delete clause if not applicable]*  
*[insert warehouse address]*
- 27.3. Supplier shall ensure that such stocks are packed, mobilised and despatched within 48 hours *[amend as appropriate]* of confirmation of the Customer's requirement in a Purchase Order Form. *[Delete clause if not applicable]*
- 27.4. *[Include any additional items as necessary which are not covered by the Agreement such as requirements from any Donor that must be passed down to the Supplier/Service Provider. It is important that any particular requirements of the Donor in the [Donor Conditions] [Fund summary] that are not otherwise contained in the Agreement are included here. Delete this clause if it is not required.*  
*Note for all procurements of goods or services for USAID grants, cooperative agreements where donor agreement was signed after 1st July 2015 please add the Supplier Contract Annex. This includes a USAID compliance clause. Also, consider requesting that the Modern Slavery and Human Trafficking Compliance Plan available [here](#) is completed.]*

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:

Date:

*[Delete second signature if not  
required]*

Second signature for and on behalf  
of the Supplier:

.....  
Signature

.....  
Name

.....  
Position

Date:



## **SCHEDULE 1**

### **AVAILABLE GOODS, SPECIFICATIONS, CHARGES**

*[This Schedule must include a description of the goods and specifications (e.g. technical and quality requirements) being made available under this Framework Agreement, any special delivery and/or storage requirements, prices for the goods and for additional services the supplier is offering and not included in price e.g. delivery and transportation, and if applicable, lead times for delivery after Order is issued. This Schedule can be in any format including Excel, as long as it includes all needed information]*

## **SCHEDULE 2**

### **PURCHASE ORDER FORM TEMPLATE**

*[See SCI Order Form SCI-PR-13A Purchase Order for Framework Agreements, which is based on SCI-PR-13 Purchase Order template but tailored for use with a Framework Agreement]*

### SCHEDULE 3

#### PAYMENT TERMS

*[The Schedule must include the following information:*

- **Clause 5 (Invoicing and Payment):** *currency of invoices, agreed means of payment e.g. all payments must be in cash, and payment details e.g. supplier account details if money will be transferred into supplier account*
- **Financial damages, in case order for goods is time sensitive or perishable under Clause 8.9:** *If you have elected in Clause 8.9 to include a liquidated damages clause, then you should specify in this schedule when that is triggered, how it should be calculated, and how should the damages be paid (e.g. deducted from next invoice). Liquidated damages pre-set the damages recoverable for a specified breach – usually for late or defective performance, rather than a complete failure of performance. Each Project should consider if liquidated damages are relevant – they may not be – and negotiate them with the Supplier. Note you can opt to include this detail in the Purchase Order Form, if financial damages only applies to one order.*
- **Who is authorised to issue Purchase Order Forms:** *Normally, POs should only be issued by the person who is listed as a Customer Contact in Clause 11 (Key contacts and service reviews) but Clause 11.2 allows the option of listing additional staff members who are authorised to issue POs. You may wish to list them here if you are allowing other Framework Users in other country or regional offices to order goods under the framework. You can always update the Supplier in writing at any time if there are changes.*

*This Schedule 3 can be in any format so long as it includes all needed information.]*

**SCHEDULE 4****FRAMEWORK PURCHASERS *[include if required]***

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

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

## SCHEDULE 5

### 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:

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

	<p>representatives to engage anyone under the age of 18 to work as domestic help in their place of work or at home.</p> <p>Child labour may also be a form of child slavery. <b>Child slavery</b> is the transfer of a young person (under 18) to another person so that the young person can be exploited.</p>
<b>Zero Tolerance</b>	<ul style="list-style-type: none"> <li>• At Save the Children, we have a culture of <u>zero tolerance</u> for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying.</li> <li>• 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.</li> <li>• 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.</li> </ul>

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:

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

#### **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.

- a) You must have a zero-tolerance policy on Child abuse and exploitation and take all measures available to you to prevent and respond to actual, attempted or threatened forms of child abuse and exploitation involving Save the Children staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.
- b) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected or actual child abuse involving Save the Children

staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.

- c) You must **immediately report** any suspicion of child abuse or exploitation occurring in 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.
- d) When you or any staff working for Save the Children under your control suspect or become aware of a child safeguarding concern in relation to work for Save the Children, you are obliged to:-
  - o act quickly and immediately report suspicions or knowledge of a safeguarding concern or incident to a relevant contact at Save the Children (which could include the Country Office Supply Chain lead, Child Safeguarding Focal Point, Save the Children Country Director / Regional Director or report to **[childsafeguarding@savethechildren.org](mailto:childsafeguarding@savethechildren.org)**
  - o keep any information confidential between you and the person you report this to.
- e) You will cooperate with Save the Children in any investigations of concerns reported under this Agreement, and keep Save the Children promptly updated on any concerns reported under this Agreement, including but not limited to actions taken by you in response.

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

## 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.

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

## ***interest***

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

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

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

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

**Conflict of interest:** A conflict of interest arises where an employee has a private or personal interest which may, or could be perceived to, compromise their ability to do their job. Actual, potential (could develop) or perceived (could be considered likely) conflicts of interest can arise across all areas of our work. Conflicts may be of a personal, financial or political nature. A conflict of interest

would arise when an employee or agent, any member of his or her immediate family, or an organisation which employs any of his family, has a financial or other interest in, or a tangible personal benefit from, a firm considered for a contract.

### **What is expected of you?**

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

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

### 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:

<b>Slavery</b>	Exercising powers of ownership over a person
<b>Servitude</b>	The obligation to provide services is imposed by the use of coercion
<b>Forced or compulsory labour</b>	Work or services are exacted from a person under the menace of any penalty and for which the person has not offered themselves voluntarily
<b>Human trafficking</b>	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:

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

#### **4. The commitment we expect from 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:**

<b>Sexual Abuse</b>	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.).
<b>Sexual Exploitation</b>	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.
<b>Sexual favours</b>	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.
<b>Grooming</b>	The cultivation of emotional relationships with those in positions of vulnerability or inequitable power, with the intention of

	manipulating these relationships into sexualised dynamics in the future
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Zero Tolerance	<ul style="list-style-type: none"> <li>• At Save the Children, we have a culture of <u>zero tolerance</u> for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying.</li> <li>• 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.</li> <li>• 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.</li> </ul>
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Sexual exploitation and abuse are a violation of fundamental human rights. It can also be a criminal act. Save the Children is committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure the exploitation and abuse of adults is not taking place anywhere in our own business or in any of our supply chains or partnerships. 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:

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

### 4. The commitment we expect from you

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

- l) You must have a zero-tolerance policy on SEA and take all measures available to you to prevent and respond to any actual, attempted or threatened of sexual exploitation or abuse involving Save the Children staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.
- m) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected, or actual, concerns of sexual exploitation and sexual

abuse involving Save the Children staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.

- n) You must **immediately report** any suspicion or incident of sexual exploitation or abuse occurring in 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.
- o) When you or any staff working for Save the Children under your control suspect or become aware of a safeguarding concern in relation to work for Save the Children, you are obliged to:-
  - o Act quickly and immediately report suspicions or knowledge of a safeguarding concern or incident to a relevant contact at Save the Children (which could include the PSEA Focal Point, the Save the Children Country Director / Regional Director).
  - o Keep any information confidential between you and the person you report this to.
- p) You will cooperate with Save the Children in any investigations of concerns reported under this Agreement, and keep Save the Children promptly updated on any concerns reported under this Agreement, including but not limited to actions taken by you in response.

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



## **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.

### **2. What is Harassment, Intimidation and Bullying?**

#### **Definitions of Harassment, Intimidation and Bullying**

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

	<p><b>Sexual Harassment</b> 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.</p> <p>Sexual Harassment may take the form of unwelcome physical, verbal or non-verbal conduct directed at a person or group of persons, which may include - but is not limited to - the following:</p> <ul style="list-style-type: none"> <li>(a) unwanted physical contact, ranging from touching to sexual assault and rape;</li> <li>(b) verbal forms of sexual harassment including unwelcome sexual innuendoes, suggestions and hints, sexual advances, comments with sexual overtones, sex-related jokes or insults, comments about a person's body or enquiries about a person's sex life or sexual orientation;</li> <li>(c) non-verbal forms of sexual harassment including unwelcome gestures, whistling, indecent exposure or the unwelcome display of sexually explicit pictures or objects;</li> <li>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</li> <li>(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.</li> </ul>
<i>Intimidation</i>	<p><b>Intimidation</b> 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.</p>
<i>Bullying</i>	<p><b>Bullying</b> is any repeated offensive, abusive, intimidating, malicious or insulting behaviour which: <b>(i)</b> makes the recipient feel upset, threatened, humiliated or vulnerable or undermines their self-confidence or</p>

	causes them to suffer stress or feel upset; and <b>(ii)</b> a reasonable observer would identify as amounting to bullying behaviour.
<i>Sexual Exploitation</i>	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.
<i>Sexual Abuse</i>	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.).
<i>Discriminatory and disrespectful behaviour</i>	Other forms of harassment [that] may relate to a person's gender, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability and may involve bullying or intimidation or both.
Zero Tolerance	<ul style="list-style-type: none"> <li>At Save the Children, we have a culture of <u>zero tolerance</u> for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying.</li> <li>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.</li> <li>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.</li> </ul>

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.

- q) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected, or actual, harassment, intimidation or bullying involving Save the Children staff or representatives, or your

organisation's employees or representatives that arises during performance of the terms of this Agreement.

- r) You must **immediately report** any suspicion or incident of harassment, intimidation or bullying occurring in 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.
- s) When you or any staff working for Save the Children under your control suspect or become aware of a harassment, intimidation or bullying concern in relation to work for Save the Children, you are obliged to:-
  - o Act quickly and immediately report suspicions or knowledge of any harassment, intimidation or bullying concern or incident to a relevant contact at Save the Children (which could include the Save the Children Country Director / Regional Director).
  - o Keep any information confidential between you and the person you report this to.
- t) You will cooperate with Save the Children in any investigations of concerns reported under this Agreement, and keep Save the Children promptly updated on any concerns reported under this Agreement, including but not limited to actions taken by you in response.

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