

## Document 6 - Sample Standard Terms & Conditions of Contract

**Dated [ ]**

**AGREEMENT**

**relating to**

**[ ]**

**Between**

**CHRISTIAN AID**

**And**

**[ ]**

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ between

- (i) Christian Aid, a company limited by guarantee, registered in England and Wales with company number 05171525 and registered charity number 1105851, of which the registered office is at Inter-Church House, 35-41 Lower Marsh, London SE1 7RL (“**We**” or “**Us**”) and

(ii) \_\_\_\_\_ (“**You**”)

for the provision by You to Us of the services specified in Schedule 1 attached to this Agreement (the “**Services**”) and/or the goods specified in Schedule 2 (the “**Goods**”).

### 1 Interpretation

The definition and rules of interpretation in this clause shall apply in this Agreement.

- 1.1 **Bribery Act Requirements:** all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
- 1.2 **Business Day:** a day (other than a Saturday or a Sunday) on which banks are generally open for business in the City of London.
- 1.3 **Confidential Information:** any information which has been designated as confidential by either party in writing or which ought to be considered as confidential (however it is conveyed and on whatever media it is stored) including but not limited to: information, the disclosure of which would, or would be likely to, prejudice the commercial interests of the other party; trade secrets; intellectual property; know-how; personal data including sensitive personal data within the meaning of the applicable Data Protection Laws; this Agreement; any information which may have been obtained or received in relation to this Agreement or its negotiation; and any other information relating to the business or affairs of the other party.
- 1.4 **Costs:** the direct costs to You of Performance not exceeding 80% of the Price, subject to the requirement that You take all steps necessary to mitigate such costs, including agreeing reasonable termination provisions in Your contracts with Your suppliers and contractors.

- 1.5 **Data Protection Laws:** the EU General Data Protection Regulation 2016/679, the Data Protection Act 1998 (as amended) and any successor legislation, the Privacy and Electronics Communications (EC Directive) Regulations 2003 (as amended) and any successor legislation plus any other relevant and applicable data protection and privacy laws.
- 1.6 **Deliverables:** all documents, products and materials developed by You or Your agents, contractors and employees as required for the Goods and/or Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- 1.7 **Delivery Address:** the address specified by Us to which the Deliverables should be delivered.
- 1.8 **Document:** includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
- 1.9 **Due Date:** shall be within 30 calendar days following receipt of Your correct invoice or the date of completion of Performance, whichever is later.
- 1.10 **Follow-on Deliverables:** supplies of maintenance, training, spare parts, consumables or other goods, rights or services in order that We can benefit fully from the Deliverables.
- 1.11 **Good Industry Practice:** standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
- 1.12 **Guarantee Period:** the period of time being 12 Months from Performance (or such longer period as We may agree with You).
- 1.13 **In-pur Material:** all materials, Documents, databases, content and other Intellectual Property Rights provided by Us or by third parties, in connection with Your supply of the Goods and/or Services, in any media, including but not limited to computer programs, data, reports and specifications.
- 1.14 **Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 1.15 **Key Personnel:** the people listed in Schedule 3 (if any) or any member of Your Team identified by Us in writing from time to time as key personnel.
- 1.16 **Month:** a calendar month.
- 1.17 **Our Equipment:** any equipment, systems, cabling or facilities provided by Us and used directly or indirectly in the supply of the Deliverables.
- 1.18 **Our Manager:** the individual notified to You as Your contact at Christian Aid for the delivery of the Services and/or Goods.
- 1.19 **Performance:** means complete performance of all Your obligations under this Agreement.
- 1.20 **Pre-existing Materials:** all Documents, information and materials relating to the Services which existed prior to the commencement of this Agreement, including computer programs, data, reports and specifications.
- 1.21 **Price:** means the price We will pay You for the Services and/or Goods as listed in Schedule 4.
- 1.22 **Regulatory Requirements:** all legislation and other legal and regulatory requirements applicable to Your Performance of this Agreement and Our utilisation of the Deliverables.
- 1.23 **Supplier Code of Conduct:** Our Code of Conduct for Suppliers annexed to this agreement at Schedule 5 as updated and notified to you from time to time.
- 1.24 **Week:** means 5 Business Days.
- 1.25 **Year:** means a period of 12 consecutive Months.
- 1.26 **Your Equipment:** any equipment, systems, cabling or facilities provided by You and used directly or indirectly in the supply of the Deliverables.
- 1.27 **Your Manager:** Your employee or contractor appointed under sub-clause 4.3 for the purpose of supplying the Deliverables.
- 1.28 **Your Team:** Your Manager and all employees, consultants, agents and subcontractors which You engage in relation to the Deliverables and who are appointed under clause 4.3.

## 2 Term and Status of this Agreement

- 2.1 We agree to purchase and You agree to supply the Deliverables under the terms of this Agreement and not on any other terms which You may seek to impose, incorporate or which may be implied by trade, custom practice, or course of dealing.
- 2.2 No variation to this Agreement shall be valid unless it is in writing and is duly executed by Our authorised representative.

2.3 This Agreement shall be deemed to have come in to force and effect on [Date].

2.4 The Services supplied under this Agreement shall continue to be supplied by You for a period of [ ] unless this Agreement is terminated in accordance with clause 16.

### 3 Price

3.1 The Price shall be as stated in Schedule 4 and, unless otherwise stated, will be:

3.1.1 exclusive of any applicable value added tax ("VAT") and any import duty, which will be payable by Us, subject to Our receipt of a valid VAT invoice and importation invoice from You.

3.1.2 inclusive of all charges for: (i) packaging; (ii) packing; (iii) shipping; (iv) carriage; (v) insurance; (vi) delivery to the Delivery Address; (vii) commissioning; (viii) performance of Deliverables to or at the Delivery Address; and (ix) any duties or levies (including but not limited to any form of purchase tax) other than VAT and import duty;

3.1.3 payable in the currency stipulated in Schedule 4 or (if none is stipulated) in pounds sterling; and

3.1.4 fixed for the duration of this Agreement.

3.2 We will be entitled to any discount for prompt payment, bulk purchase or the like normally granted by You in comparable circumstances.

3.3 If We will be reliant on You for any Follow-on Deliverables You will provide those Follow-on Deliverables or procure them to be provided, to Us for the period of time stipulated in Schedule 4 (or if none is stipulated for at least 36 months commencing on the date of this Agreement) at fair and reasonable prices which take no advantage of Our dependence on You for their supply.

3.4 We will be entitled to set off against the Price any money owed to Us by You, whether such liability is present or future, liquidated or unliquidated, and whether or not such liability arises under the Agreement. Any exercise by Us of Our rights under this clause 3.4 shall not limit or affect any other rights or remedies available to Us under the Agreement.

### 4 Services and other Deliverables: Supplier's responsibilities

4.1 You shall provide the Services and deliver the Deliverables to Us in accordance with Schedule 1, and shall allocate sufficient resources to the delivery of the Services to enable You to comply with this obligation.

4.2 You shall meet, and time is of the essence as to, any performance dates, service standards or timeframes specified in Schedule 1.

4.3 You shall:

- 4.3.1 co-operate with Us in all matters relating to the Services;
- 4.3.2 subject to Our prior written approval, appoint or, at Our written request, replace without delay:
  - a. Your Manager; and
  - b. Key Personnel, who shall be suitably skilled, experienced and qualified to carry out the Services;
- 4.3.3 subject to clause 4.3.2, ensure that the same person acts as Your Manager throughout the term of this Agreement;
- 4.3.4 procure the availability of Your Manager and Key Personnel to provide the Services during the term of this Agreement;
- 4.3.5 promptly inform Us of the absence (or anticipated absence) of Your Manager, or any Key Personnel. If We require, You shall provide a suitably qualified replacement;
- 4.3.6 not make any changes to Your Manager or the Key Personnel without the prior written approval of Us (such approval not to be unreasonably withheld or delayed);
- 4.3.7 ensure that Your Team use all reasonable diligence, skill and care in the performance of the Services in accordance with Good Industry Practice;
- 4.3.8 observe, and ensure that Your Team observe, all health and safety rules and regulations and any that have been communicated to You under clause 5.4. If as a result of proper observance with clause 5.4 You breach any of Your obligations under this Agreement, You shall not be liable for such breach. However, this only applies if You have taken all reasonable steps to inform Us as soon as possible about such breach and the causes of it. We will only grant Your Team access to Our premises to the extent necessary for the performance of the Services and We reserve the right to refuse access;
- 4.3.9 notify Us as soon as You become aware of any health and safety hazards or issues which arise in relation to the Services; and
- 4.3.10 before the date on which the Deliverables are to be supplied, obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to:
  - a. the Services;
  - b. the installation of Your equipment (if applicable);

- c. the use of all Documents, information and materials provided by You (or Your agents, subcontractors, consultants or employees) relating to the Services which existed prior to the commencement of this Agreement, including computer programs, data, reports and specifications; and
- d. the use of Our equipment in relation to Your equipment.

4.4 You acknowledge and agree that:

4.4.1 We are entering into this Agreement on the basis that the specification of the Services in Schedule 1 and/or of the Goods in Schedule 2 is accurate and complete in all material respects, and is not misleading; and

4.4.2 if You consider that We are not, or may not, be complying with any of Our obligations, You shall only be entitled to rely on this as relieving Your performance under this Agreement:

- a. to the extent that it restricts or precludes Your Performance; and
- b. if You, promptly after the actual or potential non-compliance has come to Your attention, have notified details to Us in writing.

## 5 Services: Christian Aid's obligations

We shall:

- 5.1 co-operate with You in all matters relating to the Services;
- 5.2 provide such access to Our premises and data, and such office accommodation and other facilities as may reasonably be requested by You and agreed with Us, for the purposes of the Services;
- 5.3 provide such information as You may request and We consider reasonably necessary, in order to carry out the Services, in a timely manner, and ensure that it is accurate in all material respects;
- 5.4 inform You of all health and safety rules and regulations and any other reasonable security requirements that apply specifically at Our premises.

## 6 Quality of Services

6.1 In providing the Services to Us You represent and warrant to Us that You shall:

- 6.1.1 perform the Services in accordance with Good Industry Practice;

- 6.1.2 ensure that the Services will conform with all descriptions and specifications provided to Us by You;
  - 6.1.3 provide all necessary equipment, tools and vehicles and such other items as are required to provide the Services;
  - 6.1.4 obtain and at all times maintain all licences and consents which may be required for the provision of the Services; and
  - 6.1.5 ensure that the Services (and all Deliverables) will be provided in accordance with all applicable Regulatory Requirements and industry codes from time to time in force.
- 6.2 If any of the Services provided by You to Us do not comply with all the requirements of this Agreement, We shall (in addition to our other rights set out in this Agreement) have the right at Our sole discretion to:
- 6.2.1 reject some or all of the Services and demand the repayment of any sum already paid in advance for them;
  - 6.2.2 refuse the subsequent performance of the Services which the Supplier attempts to make;
  - 6.2.3 recover from You any costs incurred by Us in obtaining substitute services from a third party; and
  - 6.2.4 claim damages for any additional costs, loss or expenses incurred by Us which are in any way attributable to Your failure to meet such dates.
- 6.3 Your Performance of Your obligations to supply the Services shall include the complete performance of those Services for Our benefit, including providing instruction and training to Our employees and providing manuals, explanations and certifications, necessary to enable Us to benefit fully from the Services for their intended purposes.
- 6.4 Our rights under this Agreement are in addition to the statutory terms implied in favour of Us by the Supply of Goods and Services Act 1982 and any other statute.
- 6.5 The provisions of this clause 6 shall survive any performance, acceptance or payment pursuant to this Agreement and shall extend to any substituted or remedial services provided by You.

## **7 Goods**

- 7.1 If We order Goods from You, then (unless otherwise stated) in providing such Goods Your Performance shall include the following:
- 7.1.1 the supply to Us of all relevant documentation, certification and commissioning of those Goods necessary to enable Us to use the Goods for their intended purposes;

- 7.1.2 the supply to Us of all the legal rights necessary to use those Goods for their intended purposes;
  - 7.1.3 the provision to Us of the quantity, quality and description of Goods as specified in this Agreement.
- 7.2 No excess quantity will be accepted by Us unless We agree to this excess in writing before delivery. Furthermore, We reserve the right to reject delivery of (or return) any excess to You at Your sole risk and expense.
- 7.3 You shall comply with all relevant Regulatory Requirements applicable to the Goods and shall ensure that We are reasonably aware of those Regulatory Requirements in order to fully utilise the Deliverables in accordance with their intended purposes.
- 7.4 You shall comply with any reasonable requirements We may have as regards the packaging and packing of any Goods, and as to information to be displayed on packaging or included on dispatch documentation and bills of lading. Subject to that, You shall ensure that all packaging, packing, labelling and documentation complies with all applicable Regulatory Requirements throughout the scheduled delivery process.
- 7.5 If the Goods are perishable or have a fixed life expectancy, You shall advise Us in writing of this and provide all relevant information prior to delivery.
- 7.6 Reasonably in advance of delivery and/or Performance, You will advise Us in writing of any Regulatory Requirements which normally apply to the storage, use and disposal of the Deliverables, to the extent that We could not reasonably be expected to know about these in Our normal line of business.
- 7.7 You shall ensure that the Goods are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by You or made known to You by Us, expressly or by implication, and in this respect We rely on Your skill and judgement.
- 7.8 The terms of this Agreement shall apply to any and all replacement Goods.

## **8 Change Control and Variation**

- 8.1 If, before completion of Performance, We notify You in writing of Our request to change any specification in this Agreement, You shall respond as set out in this sub-clause:
  - 8.1.1 if the change would reduce Your Costs, You shall reduce the Price to fairly reflect that saving to You; or
  - 8.1.2 if the change would unavoidably increase Your Costs, You shall notify Us promptly and in writing of Your proposed revision of the Price. Such revision shall be fair and proportionate. You and We shall then use Our reasonable efforts to agree on the appropriate variation of this Agreement.

- 8.2 Subject to clause 8.6, until We reach agreement with You, no variation of this Agreement shall be deemed to take effect. If the change would for any reason be unachievable for You, You shall notify Us of that promptly and in writing, with Your reasons. If You fail to provide notice promptly Our proposed change will be deemed to have been agreed by You and this Agreement will be deemed to have been varied with immediate effect to reflect the requested change with no Price increase.
- 8.3 What amounts to "prompt" notice for this clause will depend on feasibility for You and urgency for Us, but shall in no case exceed 10 Business Days from Our notice to You of Our requested change.
- 8.4 You may only request a change to the scope or execution of the Services in order to comply with any applicable safety or statutory requirements and if such changes do not materially affect the nature, scope of, or charges for the Services, We shall not unreasonably withhold or delay consent to it. Unless Your request was attributable to Our non-compliance with Our obligations, neither the Price nor any other terms of this Agreement shall vary as a result of such change.
- 8.5 For the avoidance of doubt, in no event will:
- 8.5.1 We be liable to You in respect of any variation of this Agreement for more than a reasonable and proportionate reflection of such increased Costs as You could not reasonably have been expected to avoid;
  - 8.5.2 You have acted reasonably if You have not taken all steps which would have been necessary to mitigate Your Costs, including but not limited to agreeing reasonable termination provisions in Your contracts with Your suppliers and contractors; and
  - 8.5.3 the Price in any circumstance increase except with Our express written agreement under, or referring explicitly to, this clause.
- 8.6 No variation of this Agreement shall be valid unless it is in writing, refers specifically to this Agreement and is duly executed by the parties' authorised representatives on or after the date when this Agreement came in to effect.

## **9 Warranties and Liability**

- 9.1 Without prejudice to Our statutory rights, You represent and warrant to Us that:
- 9.1.1 the quantity, quality, description, specification and standard of the Deliverables and of the Performance shall be those set out in this Agreement (including its Schedules) and/or any samples submitted by You to Us and in the event of any inconsistency between those set out in this Agreement and those of any samples, those of this Agreement shall prevail;

- 9.1.2 all Deliverables will be of the best material and workmanship commercially available and in no event will be of any standard less than of a satisfactory quality and fit for the purpose for which We intend to use them;
  - 9.1.3 all Deliverables will be free from defects in design, materials and workmanship;
  - 9.1.4 all Deliverables will comply with all Regulatory Requirements, and with all normally applicable quality standards, relating to their sale or supply, including but not limited to their manufacture, packaging, packing, delivery and performance;
  - 9.1.5 all claims made by You about any Deliverables, including but not limited to in Your tender submissions, advertising and promotional materials, are correct, complete and can be relied upon by Us.
- 9.2 Without prejudice to any of Our other rights in these terms or otherwise, if within the Guarantee Period a defect in the Deliverables is discovered or arises under normal use and this defect is in whole or in part attributable to faulty supply, design, material or workmanship, You shall (at Your sole cost and promptly) repair or replace the Deliverables to Our reasonable satisfaction as We shall choose.
- 9.3 You shall not be entitled to reject any claim made in respect of any defect arising within the Guarantee Period on the basis that We failed to make Our complaint during the Guarantee Period.
- 9.4 All warranties, conditions and other terms implied by statute or common law in Our favour will apply to any Deliverables supplied by You to Us.
- 9.5 It is Your responsibility to find out from Us the purposes that We intend the Deliverables to be put to (including any applicable deadline affecting Us). You represent and warrant that the Deliverables will be suitable for those intended purposes, save only for any unsuitability which You have, as soon as might reasonably have been expected of You (and in any case before starting Performance) expressly notified to Us.

## **10 Delivery and Risk**

- 10.1 You shall supply the Deliverables at the address and on the date(s) specified in Schedule 1 and/or 2 during Our usual business hours. If no address is specified, then delivery will be at Our main UK premises. If no date is specified, then supply will be as soon as reasonably possible.
- 10.2 The date and time of supply of the Deliverables shall be of the essence of this Agreement. If any Deliverables are not supplied on or by the specified date then, in addition to any other remedies available to Us, We will be entitled to deduct 1% of the overall Price for those Deliverables, for every Week's delay.

- 10.3 You shall not deliver Goods in instalments without Our prior written consent,
- 10.4 Where Deliverables are to be supplied in instalments they may be invoiced and paid for separately, but this Agreement shall still be treated as a single contract. If You fail to deliver or perform any instalment We may treat this Agreement as a whole as repudiated.
- 10.5 We may reject any Deliverables which are not fully in accordance with this Agreement. Acceptance does not occur until We have had a reasonable time to inspect the Deliverables following supply and, in the case of a latent defect, a reasonable time after the latent defect has become apparent.
- 10.6 We will not be bound to return to You any of the materials supplied by you to Us but if any relevant requirement for packaging recycling applies, You will take back the applicable materials provided by You free of charge immediately upon Our request.
- 10.7 Title in and risk of damage to or loss of the Deliverables shall pass to Us on delivery.
- 10.8 If any Performance occurs on Our premises, You will ensure that best industry standards are adopted for the health and safety both of Your personnel and of any other individuals affected by Your actions. We may refuse or terminate access to any individual whom We reasonably consider undesirable to have on Our premises. Your personnel must, while on Our premises, comply with Our reasonable requirements as to security, health and safety routines, times and areas of access. You will be responsible to Us on a full indemnity basis for any damage, death and/or and injury caused by Your staff.

## **11 Indemnity**

- 11.1 You shall indemnify Us (and keep Us indemnified) immediately upon our written demand against any cost, claim, expense or liability arising from any risk for which you are responsible under this Agreement, including:
- 11.1.1 Your breach of any provision of the Agreement or negligent performance or failure or delay in performing any obligation under this Agreement; or
  - 11.1.2 any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of or in connection with, the receipt, use or supply of the Goods and Services.
- 11.2 This shall include but not be limited to any of the following awarded against, incurred, suffered or paid by Us as result of:
- 11.2.1 any and all direct loss including but not limited to (i) data loss; and (ii) lost profit;

11.2.2 any and all indirect loss including but not limited to (i) data loss; and (ii) lost profit);

11.2.3 any and all consequential loss (including loss of profits, loss of business, depletion of goodwill and similar losses);

11.2.4 any and all death and personal injury cost and expense; and

11.2.5 any and all legal and other professional expenses.

11.3 You shall maintain in force, with a reputable insurance company, adequate professional indemnity insurance and (if applicable) product liability insurance and public liability insurance to cover any liabilities and claims arising during the term of this Agreement (including if such claims are made after the termination or expiry of this Agreement) in each case in an amount consistent with Good Industry Practice and shall, on Our request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

11.4 The provisions of this clause 11 shall survive termination of this Agreement, however arising.

## **12 Invoicing and Payment**

12.1 You shall send to Us Your invoices for the Price on or after completion of Performance.

12.2 You shall not invoice Us more than [six] months after completion of Performance.

12.3 In the case of an invoice for Services, You shall submit with each invoice such records as We may reasonably require, including but not limited to time sheets, details of expenses incurred, invoices paid and any other documentation, which could reasonably enable Us to verify the amount of Your invoice.

12.4 Subject to any service level provisions specified in the Schedules, We shall be entitled to hold back 15% of the value of any or all invoices for Services until such time as We are satisfied that the Services have been fully provided in accordance with this Agreement.

12.5 You shall not invoice Us for any expenditure beyond any approved maximum cost in this Agreement.

12.6 Unless otherwise stated in this Agreement, We will pay the Price to You by BACS transfer by the Due Date. However, time for payment shall not be of the essence of this Agreement.

12.7 We agree that interest on payment made by Us after the Due Date will be calculated according to the Cooperative Bank base rate plus 2% per annum.

### **13 Disaster Recovery**

You shall put in place and maintain such disaster recovery plans as may be required by law and Good Industry Practice to protect Our business and operational continuity, including but not limited to the appropriate off-site back up of data. You shall provide us with a copy of such plans on request.

### **14 Rights of Audit**

14.1 We or Our auditor shall have the right to visit Your premises in order to inspect the supply of the Deliverables and records related to them at any time upon reasonable notice and any reasonable number of times throughout the duration of this Agreement. You shall not obstruct such inspections and shall provide all reasonable assistance with such inspections.

14.2 If, as a result of the inspection, We are not satisfied that the quality of the business processes You are applying to provide the Services, or the quality of the Goods or the standards of their manufacture, process, handling or storage comply with this Agreement and We inform You of this within 10 Business Days of Our inspection/ testing, You will within a further 10 Business Days take such steps as are reasonably necessary to ensure compliance. If, after that, We are still not satisfied, We will have the right to terminate this Agreement without penalty, liability or notice.

14.3 You shall keep records adequate for the purpose of sub-clause 14.1 for at least two Years after completion of Performance. Without limitation, these records must:

14.3.1 provide full traceability for all items comprised in, or used in making, any goods which are in any respect safety-critical; and

14.3.2 demonstrate compliance with all applicable Regulatory Requirements and with all Performance requirements set out in this Agreement; and

14.3.3 demonstrate compliance with the data protection requirements in clause 18.

### **15 Intellectual Property Rights**

15.1 In respect of any Deliverables that are transferred to Us under this Agreement, including without limitation any Goods or any part of them, You represent and warrant that You have full clear and unencumbered title to all such items, and that at the date of delivery of such items to Us, You will have full and unrestricted rights to transfer all such items to Us or, where clause 15.5 applies to grant Us the licence specified in that clause.

- 15.2 Subject to clause 15.5, You assign to Us absolutely, with full title guarantee and free from all third party rights, all Intellectual Property Rights created by Your supply of the Services and any Goods, including for the avoidance of doubt the Deliverables. You are licensed to use such Intellectual Property Rights for the term of this Agreement and only for the purpose of supplying the Services and any Goods under this Agreement.
- 15.3 You shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, or the Services to which any individual is now or may be at any future time entitled under Chapter IV or Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 15.4 You shall, promptly at Our request, do (or procure to be done) all such further acts and things and the execution of all such other documents as We may from time to time require for the purpose of securing for Us the full benefit of this Agreement, including all right, title and interest in and to the Intellectual Property Rights assigned to Us in accordance with clause 15.2.
- 15.5 Each of us shall own all Intellectual Property Rights in the Pre-existing Materials that we respectively provide pursuant to this Agreement and where either of us use a third party's proprietary Intellectual Property Rights which we cannot assign in order to provide the Deliverables and/or the Services, we shall each grant to the other a royalty free, perpetual, irrevocable licence (or sub-licence) on a non-exclusive, worldwide basis to such extent as is necessary for either of us to make reasonable use of the Deliverables and the Services.
- 15.6 For the avoidance of doubt, Your use of any In-put Material shall not operate to transfer to You any right in respect of the In-put Materials and You acknowledge that all rights in the In-put Materials shall remain vested in Us (or any applicable third parties).

## **16 Cancellation and Termination**

- 16.1 We reserve the right upon written notice to terminate this Agreement for any reason and at any time up to the time of completion of Performance by You. In the event of such cancellation, We shall reimburse You for all reasonable and irrecoverable Costs incurred, or reasonably and unavoidably committed, by You up to the point of Our cancellation. This reimbursement shall be Your sole remedy. We shall not be liable to You for any other direct, indirect or consequential loss. We shall have the right, at Our discretion, to the benefit of any part-finished Deliverables in question.
- 16.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement upon [ ] month's prior written notice (without giving any reason or the other party being in default), or immediately by giving written notice to the other if:

- 16.2.1 the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach;
- 16.2.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 16.2.3 the other party acts in such a way that is reasonably likely to cause, or does in fact cause, reputational damage to the other party;
- 16.2.4 the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing or (being a partnership) has any partner to whom any of the foregoing apply;
- 16.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party;
- 16.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or an administrator is appointed over the other party;
- 16.2.7 a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver;
- 16.2.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 16.2.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect similar to any of the events mentioned in clause 16.2.4 to clause 16.2.8 (inclusive);
- 16.2.10 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

16.2.11 Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your obligations under this Agreement has been placed in jeopardy; or

16.2.12 You are subject to a change of control.

16.3 On termination of this Agreement for any reason, You shall immediately deliver to Us:

16.3.1 all In-put Material and all copies of information and data provided by Us to You for the purposes of this Agreement. You shall certify to Us that You have not retained any copies of In-put Material or other information or data, except for one copy which You may use for audit purposes only and subject to the confidentiality obligations in clause 17; and

16.3.2 all specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to Us (to the extent that they have not already done so by virtue of clause 16.1).

16.4 If You fail to fulfil Your obligations under clause 16.3 We may enter Your premises and take possession of any items which should have been returned under it. Until they have been returned or repossessed, You shall be solely responsible for their safe keeping.

16.5 On termination of this Agreement for any reason, You will provide all reasonable assistance to Us to facilitate the orderly transfer of the Services to Us or such third party as We may nominate, including co-operation in the preparation of an exit management plan. We shall be entitled to require You to continue to supply the Services up to the actual date of termination and, at Our option, for a period of 30 calendar days thereafter (subject to payment by Us of fees calculated on a pro rata basis in accordance with Schedule 4). We shall notify You in writing of the date upon which the Services shall cease to be supplied by You. Prior to cessation of the Services, You shall prepare all documentation reasonably required to ensure the continuity of the general management and specialist support to Us.

16.6 On termination or expiry of this Agreement (however arising) the accrued rights, remedies, obligations and liabilities of the parties as at termination or expiry, and the following clauses, shall survive and continue in full force and effect:

16.6.1 clause 6;

16.6.2 clause 11;

16.6.3 clause 15;

- 16.6.4 clause 16
- 16.6.5 clause 17;
- 16.6.6 clause 18;
- 16.6.7 clause 22; and
- 16.6.8 clause 24.

## **17 Confidentiality**

- 17.1 Each party shall treat as confidential and shall neither publish nor disclose any Confidential Information without the prior written consent of the other party or as may be permitted under this clause 17.
- 17.2 The obligations in sub-clause 17.1 shall not apply to any information which:
- 17.2.1 is or subsequently comes into the public domain otherwise than by breach of this clause 17;
  - 17.2.2 is already in the possession of the receiving party without an accompanying obligation of confidentiality;
  - 17.2.3 is obtained from a third party who is free to divulge the same;
  - 17.2.4 is independently and lawfully developed by the recipient or its sub-contractor outside the scope of this Agreement;
  - 17.2.5 is required to be disclosed under the law; or
  - 17.2.6 is required to be disclosed by a regulator under the law.
- 17.3 So far as it may be necessary for the performance of this Agreement, each party may divulge any Confidential Information under this clause 17 to their employees, agents and sub-contractors on a “need to know” basis but shall undertake to take all steps necessary to ensure compliance by such employees, agents and sub-contractors with the confidentiality obligations in this clause 17.
- 17.4 Neither party shall use the other party’s Confidential Information for any purpose other than to perform its obligations under the Contract.
- 17.5 Upon the conclusion or termination of this Agreement both parties shall cease to use all Confidential Information obtained from the other except in so far as the law requires such information to be retained, in which event it shall be retained until the period of required retention is over, and in any event it shall be kept strictly confidential under the provisions of this clause 17.

- 17.6 The obligations relating to confidentiality shall continue, notwithstanding termination of this Agreement, until such time as the information is no longer confidential in nature.
- 17.7 You shall not do anything nor make any public statement or omit to do anything which shall bring Our name or reputation into disrepute.
- 17.8 You shall not without Our written consent of (the giving of which consent shall be at Our sole discretion of) advertise, publicly announce or provide to any other person information relating to the existence or details of this Agreement or use Our name in any format for any promotion, publicity, marketing or advertising purpose.

## **18 Data Protection**

18.1 You acknowledge in providing the Goods and Services to Us:

18.1.1 You shall process personal data on Our behalf as a Processor;  
and

18.1.2 We are the Controller.

- 18.2 You will process personal data received from Us or from data subjects or from a third party who has collected personal data on Our behalf (the “**Relevant Data**”) only on Our documented instructions (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by Us to You during its Term).
- 18.3 You shall comply at all times with your applicable obligations under Data Protection Laws and shall not perform Your obligations under this Agreement in such way as to cause Us to breach any of Our obligations under Data Protection Laws.
- 18.4 You shall notify Us without delay if You believe that an instruction issued by Us could put either You or Us in breach of Our respective obligations under Data Protection Laws or any other applicable laws that You are aware of or should reasonably be aware of.
- 18.5 Details of the subject-matter, nature and purpose of the processing, type of personal data and categories of data subjects that You will process under this Agreement are set out in Part One of Schedule 6.
- 18.6 If You cannot provide compliance with this clause 18 for whatever reason, then You must inform Us promptly of Your inability to comply, in which case We reserve the right to immediately and automatically suspend Your processing of Relevant Data and/ or terminate this Agreement pursuant to clause 16 by treating this non-compliance as a material breach.
- 18.7 All Relevant Data is strictly confidential and may not be copied, disclosed or processed in any way without Our express authority.

18.8 You shall ensure that all persons who have access to Relevant Data undertake to maintain confidentiality in accordance with Clause 17 and have received appropriate training in data protection and confidentiality.

18.9 You agree to comply with any reasonable measures required by Us to ensure that Our obligations under this Agreement are satisfactorily performed in accordance with all applicable legislation from time to time in force and any best practice guidance issued by the Information Commissioner's Office ("the ICO").

18.10 Where You process Relevant Data, You shall:

18.10.1 process the personal data only to the extent, and in such manner, as is necessary in order to comply with Your obligations under this Agreement;

18.10.2 implement appropriate technical and organisational measures and regularly update them to ensure that all steps necessary are taken to protect Relevant Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to such Relevant Data (a "Security Breach");

18.10.3 promptly supply details to us on request of the technical and organisational measures you are implementing ;

18.10.4 additionally (without limitation):

a. ensure that adequate security measures are in place whenever Relevant Data (or equipment on which it is held) is being transported, and

b. ensure that Relevant Data at rest or transmitted electronically is encrypted;

18.10.5 only accept instructions from Us in relation to Your processing of Relevant Data and relevant security measures if the instructions are made in writing by one of the following authorised people:

a. Head of Contracts and Procurement

b. Procurement Manager

c. Data Protection Manager

18.11 As part of implementing appropriate technical and organisational measures, You shall take into account the risks presented by processing Relevant Data and in particular the risk of a Security Breach occurring.

18.12 At a minimum, You shall implement the security measures set out in Part Two of Schedule 6.

- 18.13 You shall implement and maintain policies and procedures to detect and respond to Security Breaches and You shall train all personnel processing Relevant Data to recognise a Security Breach.
- 18.14 You shall keep Relevant Data logically separate, with adequate logical separate security controls, from other data and information held by You.
- 18.15 In the event of a Security Breach which affects Relevant Data, You shall at Your own cost:
- 18.15.1 Notify Us about the Security Breach without undue delay and at the latest within 12 (twelve) hours of Your becoming aware of the Security Breach;
  - 18.15.2 As part of the notification, provide a description of the Security Breach including the nature of the Security Breach, the categories and approximate number of data subjects affected, the categories and approximate number of data records affected, the likely consequences of the Security Breach and the risks to affected Data Subjects;
  - 18.15.3 Promptly initiate a full investigation into the circumstances surrounding the Security Breach;
  - 18.15.4 Take such action as may be necessary or reasonably expected by Us to minimise the effects of the Security Breach;
  - 18.15.5 Take all actions as may be required by Data Protection Laws;
  - 18.15.6 Maintain records of all information relating to the Security Breach; and
  - 18.15.7 Cooperate with Us and take all measures as necessary to prevent a future Security Breach from occurring again.
- 18.16 Except for where the Security Breach is solely caused by Us, You shall be responsible for paying for or reimbursing Us for the costs of:
- 18.16.1 Assessing Our legal obligations in connection with the Security Breach;
  - 18.16.2 Any investigation, remediation or correction activities that are performed by Us in connection with the Security Breach;
  - 18.16.3 Preparing and providing notice of any Security Breach to government bodies or supervisory authorities required to be notified under applicable law; and
  - 18.16.4 Preparing and providing notice to data subjects affected by the Security Breach in mutual cooperation with Us.

- 18.16.5 two (2) years of credit monitoring services for such data subjects affected by the Security Breach including the provision of call centres and trained personnel to respond to enquiries from such data subjects.
- 18.17 In the event of a Security Breach You shall use all reasonable efforts in good faith to mitigate any reputational damage to Us.
- 18.18 Unless otherwise prohibited by applicable law, You shall promptly notify Us if a supervisory authority has audited or intends to audit Your data processing practices with respect to Your processing of Relevant Data. On request from Us, You shall either provide a written summary of the audit results to Us or You shall permit Us to review the results of the audit at Your premises.
- 18.19 On reasonable prior written notice, You shall permit persons authorised by Us to enter any premises or access any systems on which Relevant Data is processed by You and to inspect Your systems to ensure that sufficient security measures are in place and that your processing of Relevant Data is in compliance with this Agreement (an "Audit").
- 18.20 You shall provide reasonable assistance to Us in carrying out such an Audit and You shall contribute to the complete and efficient completion of the Audit.
- 18.21 Any effort as well as external and internal costs of an Audit shall be borne by Us. Nevertheless, to the extent that the results of the Audit certify that the Audit was necessary in order to expose or remedy a past incident of non-compliance with Data Protection Laws or Your obligations under this Agreement or to avoid a future non-compliant incident attributable to You, We shall be entitled to seek reimbursement of the costs of the Audit from You to the extent reasonably and necessarily incurred. In such a case, further claims for damages by Us against You remain unaffected.
- 18.22 You shall notify Us (within three working days) if You receive:
- 18.22.1 a request from a data subject concerning that person's Relevant Data;
  - 18.22.2 a complaint or request relating to Your or Our obligations under Data Protection Laws with respect to the processing of Relevant Data; or
  - 18.22.3 a request for information or notice of an investigation from the ICO or another regulator which relates to the processing of Relevant Data.

- 18.23 You shall notify us immediately if your contract with any third party to supply Services or Goods is terminated by the third party as a result of your failure to comply with any provision of the contract or any other legal obligation under Data Protection Laws, or you become aware that a third party is entitled to terminate a contract for such reason even if the third party does not, in fact, do so.
- 18.24 You shall provide Us with full co-operation and assistance in relation to any complaint, request or notice You or We receive, including by:
- 18.24.1 providing Us with full details of the complaint, request or notice You receive;
  - 18.24.2 assisting with Our obligation to comply with a request from a data subject within the relevant timescale set out in the Data Protection Laws and in accordance with Our instructions;
  - 18.24.3 providing reasonable assistance to Us if We are required to respond to the ICO or another regulator concerning the processing of Relevant Data;
  - 18.24.4 providing Us with any Relevant Data You hold in relation to a data subject (within the timescales required by Us); and/or
  - 18.24.5 providing Us with any information reasonably requested by Us.
- 18.25 You shall provide us with all reasonable assistance where We are carrying out a Data Protection Impact Assessment relating to Relevant Data and where we consult with a supervisory authority about a Data Protection Impact Assessment.
- 18.26 For the avoidance of doubt, any data collected pursuant to data analytics or monitoring carried out by You in connection with the provision of Goods and Services may include personal data which We hereby authorise You to use solely in accordance with carrying out Your obligations under this Agreement.
- 18.27 You shall not process or transfer Relevant Data outside the European Economic Area (“EEA”) without Our prior written consent. You acknowledge that where there are transfers of Relevant Data from the EEA to a country outside the EEA steps must be taken to ensure that such data transfers comply with Data Protection Laws. You shall cooperate with Us in good faith to ensure that any Relevant Data transferred outside the EEA is protected according to Data Protection Laws. At Our request, You shall hereby enter into the model contract for the transfer of personal data to processors in third countries as set out under European Commission Decision 2010/87/EU of 5 February 2010 as amended by any superseding legislation..

- 18.28 You shall not subcontract any processing of Relevant Data to any third party (“Sub processor”) without Our prior written approval which We may withhold at Our discretion (and We hereby approve the Sub processors listed in Part One of Schedule 6) and You shall ensure that any Sub processors to which You sub-contract any processing have entered into a written contract with You which contains the same obligations that are contained in this Agreement in relation to data protection and which permits both You and Us to enforce those obligations.
- 18.29 You shall select Sub processors with due diligence and You shall verify prior to engaging them that they are capable of complying with Your obligations towards Us under this Agreement, to the extent applicable to the services assigned to that Sub processor.
- 18.30 You shall provide reasonable advance notice to Us where You wish to engage a Sub processor to process Relevant Data and You shall provide, upon Our request, the identity and location of the Sub processor and a description of the processing to be subcontracted.
- 18.31 The appointment of Sub processors shall not release You from Your responsibilities under this Agreement. You shall be responsible for the work and activities of such Sub processors.
- 18.32 You shall notify us without undue delay of any request received from a third party public authority including a law enforcement agency or government agency for disclosure of Relevant Data unless otherwise legally prohibited (such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation). Such notification shall set out (i) the scope of the request, (ii) the reason for the request, and (iii) the form of the disclosure requested, in so far as You are able to describe such aspects. Where You are legally prohibited from notifying Us, You shall use reasonable efforts to request the requesting party to direct the request directly to Us.
- 18.33 You agree that if You are notified by Us that You are not required to provide any further services to Us under this Agreement, You shall transfer a copy of all information (including Relevant Data) held by You in relation to this Agreement to Us in a format chosen by Us and/or, at Our request, destroy all such information using a secure method which ensures that it cannot be accessed by any third party and You shall issue Us with a written confirmation of secure disposal. For the avoidance of doubt, You may, having notified us in advance, store one copy of Relevant Data where strictly required under EU or UK law.
- 18.34 For the purposes of this clause, the terms “personal data”, “controller”, “processor”, “data subject”, “supervisory authority” and “processing” shall have the meanings given to them in the EU General Data Protection Regulation 2016/679.

## **19 Anti-bribery and Supplier Code of Conduct**

- 19.1 You shall comply with all Bribery Act Requirements and the Supplier Code of Conduct and in particular (without limitation) shall:
- 19.1.1 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 19.1.2 have and maintain throughout the term of this Agreement Your own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Bribery Act Requirements, the Supplier Code of Conduct and clause 19.1.1, and enforce them where appropriate;
  - 19.1.3 promptly report to Us any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of this Agreement;
  - 19.1.4 immediately notify Us (in writing) if a foreign public official becomes an officer, contractor or employee of You or acquires a direct or indirect interest in You, and You represent and warrant that You have no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement;
  - 19.1.5 if requested by Us, certify to Us in writing signed by an officer of You, compliance with this clause 19 by You and all persons associated with You under clause 19.2. You shall provide such supporting evidence of compliance as We may reasonably request.
- 19.2 You shall ensure that any person associated with You who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on You in this clause 19. You shall be responsible for the observance and performance by such persons of those terms, and shall be directly liable to Us for any breach by such persons of any of the those terms.
- 19.3 In accordance with the Terrorism Act 2000 and all subsequent regulations pursuant to this Act, You will assure Yourself to the best of Your knowledge that UK funding, including financial assets or economic resources is not made available, either directly or indirectly to, or for the benefit of persons, groups or entities listed in accordance with European Council Regulation EC/2580/2001 (as amended) and/or the Terrorism (United Nations Measures) Orders 2009 of the United Kingdom, or contravene the provisions of those and any subsequent applicable terrorism legislation.

19.4 You represent and warrant that neither You, nor to the best of Your knowledge any of Your personnel, servants, agents or subcontractors, or any person acting on their behalf, have at any time prior to the date of this Agreement and/or during the term of this Agreement appeared on the Home Office Proscribed Terrorist Organisations List.

19.5 You shall immediately notify Us in writing if You become aware of any breach of clause 19.1 and/or 19.2, or have reason to believe that You or any of Your personnel, servants, agents or sub-contractors, or any person acting on their behalves have:

19.5.1 been subject to an investigation or prosecution which relates to an alleged infringement of these Clauses 19.1 and/or 19.2;

19.5.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts.

19.6 Where You or any of Your employees, servants, agents or sub-contractors, or any person acting on their behalf, breaches any of the acts mentioned in Clauses 19.1 and/or 19.2 commits any offence under the Terrorism Act 2000, with or without Your knowledge, in relation to this Agreement, We shall be entitled:

19.6.1 to terminate the Agreement with immediate effect by written notice to You and recover from You the amount of any loss resulting from the termination;

19.6.2 to recover from You any other loss sustained as a result of any breach of this Clause 19, whether or not the Agreement has been terminated.

19.7 Breach of this clause 19 shall be deemed a material breach under clause 16.2.2.

## **20 Compliance with Anti-Slavery and Human Trafficking Laws**

20.1 In performing Your obligations under the agreement, You shall:

20.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and

20.1.2 maintain throughout the term of this agreement Your own policies and procedures to ensure Your compliance; and

20.1.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and

20.1.4 include in Your contracts with Your direct subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 20.

20.2 We take a zero tolerance approach in relation to any actions which do or may cause harm to Our beneficiaries, staff and/or others who come into contact with the work that We do or who are working on Our behalf. Accordingly, you must:

20.2.1 have, maintain and implement reasonable policies to ensure that Your Team is appropriately protected in their work, including but not limited to an anti harassment and bullying policy, which reflect best practice (and which We may review on request); and

20.2.2 ensure that Your Team does not do anything that is inconsistent with Our Operational Code of Conduct which can be found at <https://www.christianaid.org.uk/sites/default/files/2019-01/christian-aid-code-conduct-december-2018.pdf>

## **21 Non-solicitation**

You will not for the duration of this Agreement or for [one] year after its termination or expiry directly or indirectly encourage, solicit or otherwise attempt to procure the engagement or employment of any individual working for or on behalf of Us.

## **22 Independent Contractors**

22.1 Our relationship is as independent contractors only, not as partners nor as principal and agent.

22.2 This Agreement is not assignable by You.

22.3 This Agreement is assignable by Us to any company which is in the same ultimate beneficial ownership as ourselves.

22.4 With Our prior written authorisation only, You may sub-contract or delegate Performance in particular respects, but (i) not generally (ii) not as regards Your responsibility to Us, and (iii) not Your direct contact with Us.

22.5 If We consent to any subcontracting by You, You shall remain responsible for all the acts and omissions of such subcontractors as if they were your own.

22.6 You shall ensure that none of Your employees, sub-contractors or consultants behaves in a way which, had the behaviour been Yours, would have breached this Agreement.

22.7 We hold this Agreement on trust for Ourselves and all associates of Ours, and this Agreement is made for the benefit of all of them so that You will be liable for damage caused to Our associates, as well as to Ourselves. Our respective associates for this purpose are any parent company or ultimate controlling shareholder and any company owned by either.

## **23 Dispute resolution**

23.1 If any dispute arises in connection with this Agreement, Your Manager and Our Manager shall, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

23.2 If the dispute is not resolved at that meeting, then within 14 days it shall be transferred to Your senior management and Our senior management.

23.3 If the dispute is still not resolved, the parties will, where appropriate, attempt to settle it by using any other method in good faith including through a form of alternative dispute resolution such as mediation.

23.4 The commencement of any attempt to resolve a dispute by means other than court proceedings shall not prevent the parties commencing or continuing court proceedings at any time.

## **24 Governing Law and Jurisdiction**

24.1 This Agreement will be governed by the laws of England and Wales.

24.2 Both parties submit to the exclusive jurisdiction of the English courts.

## **25 Corporate Responsibility**

25.1 You will comply with our Supplier Code of Conduct and with the UN Global Compact's ten principles in the areas of human rights, labour, the environment and anti-corruption.

25.2 You agree to provide Deliverables which accord with Our stated public policy on the environment.

25.3 You shall provide products, where such products commercially exist, which are: free from harmful toxins, chemicals or gases; manufactured from recycled material; or in any event are commercially accepted as less detrimental to the environment.

25.4 You shall in the general course of your business seek to: (i) conserve energy, water, wood, paper and other resources; (ii) reduce waste; (iii) phase out the use of ozone depleting substances; and (iv) minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and/ or the environment.

25.5 You shall have a tax policy that does not contain tax minimisation practices which, in Our reasonable opinion, would expose You to significant reputation damage should such practices be publicly known.

- 25.6 You shall not unlawfully discriminate within the meaning and scope of any law or regulation relating to discrimination (whether in race, gender, religion, disability, age, sexual orientation or otherwise) in employment or the engagement of Services and shall take all reasonable steps to secure the observance of this provision by Your management, directors, employees, contractors or agents engaged with the execution of this Agreement.
- 25.7 You shall take all appropriate steps to ensure that neither You nor any of Your management, directors, employees, contractors or agents engaged with the execution of this Agreement are placed in a position where there is or may be an actual conflict, or a potential conflict, between Your pecuniary or personal interests (or those of such persons) and the duties owed to Us under this Agreement. In the event of any conflict, You shall disclose to Us the full particulars to the extent permitted by law. We reserve the right to terminate this Agreement immediately by written notice and/or take such other steps which We deem necessary where, in Our reasonable opinion, there is a substantial conflict of interests.
- 25.8 You shall safeguard Our funding of this Agreement against fraud generally and, in particular, fraud on the part of Your management, directors, employees, contractors and agents engaged with the execution of this Agreement. You shall notify Us immediately if You have reason to suspect that any fraud has occurred or is occurring or is likely to occur and to the extent permitted by law, provide Us with full particulars.
- 25.9 You represent and warrant that You have not engaged in any price fixing, bid rigging, illegal price information exchange or other arrangement or agreement in breach of English, EU or other competition law relevant to this Agreement.

## **26 Severance and Entire Agreement**

- 26.1 If any provision of this Agreement is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other terms in this Agreement and of the remainder of the provision in question will not be affected. Every provision is severable from every other provision.
- 26.2 This Agreement together with any tender submissions You have provided to Us constitute the entire agreement between the parties concerning its subject matter and supersedes any previous understanding or agreement, express or implied.
- 26.3 Each party confirms that it has not relied upon any representation not recorded in this Agreement inducing it to enter into this Agreement.

## **27 Waiver**

- 27.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

27.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that right or remedy.

27.3 A waiver (which may be given subject to conditions) of any right or remedy provided under this Agreement or by law shall only be effective if it is in writing. It shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

27.4 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

## **28 General**

28.1 Headings in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.

28.2 Save where express provision is made to the contrary, any reference to legislation shall be construed as a reference to that legislation as amended and in force from time-to-time, including any re-enactment, consolidation or replacement, as well as a reference to its subordinate legislation.

28.3 Words importing the singular meaning shall include, where the context so admits, the plural meaning and vice versa.

28.4 If this Agreement refers to any terms which bear defined meanings in the current edition of Incoterms, those defined meanings will apply, unless expressly stated otherwise.

## **29 Third Parties**

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

## **30 Notices**

30.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the respective manager (Your Manager or Our Manager) as advised from time to time.

- 30.2 A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by email, at 9.00 am on the next Business Day after transmission.
- 30.3 This clause 30 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

## **SCHEDULE 1 – SERVICES**

## SCHEDULE 2 – GOODS

### SCHEDULE 3 – KEY CONTACTS

The Key Personnel for the purposes of this Agreement are:

*[insert names]*.

**or**

There are no Key Personnel for the purposes of this Agreement.

## **SCHEDULE 4 – PRICE**

[Specify the Price for the Services and/or Goods including when any instalments will be payable. Ensure that all the relevant information referred to in clause 3 is included here, for example if there are Follow-on Deliverables or if the currency for the payment is not Sterling.]

## SCHEDULE 5 – CHRISTIAN AID’S SUPPLIER CODE OF CONDUCT

### **ETHICAL STANDARDS**

**We strive to purchase and source goods, services and works which are produced and delivered under conditions that do not involve the abuse or exploitation of any persons.**

**We look to work in partnership with suppliers to ensure that:**

- Employment is freely chosen
- Freedom of association and the right to collective bargaining are respected
- Working conditions are safe and hygienic
- No exploitation of children
- Living wages are paid
- Working hours are not excessive
- No discrimination is practised
- Regular employment is provided
- No harsh or inhumane treatment is allowed
- Safeguards are in place to protect against human trafficking

**Specifically, we will not enter any procurement relationship with companies that have:**

- Significant Involvement in the arms trade
- Extracted harsh and inequitable payments from developing countries for debts (Debt Relief (Developing Countries) Act 2010)
- Inhibiting access to affordable medicine according to the WHO Model Lists of Essential Medicines
- Tobacco marketing in developing countries
- Significant involvement in the alcohol industry
- Significant involvement in gambling
- Significant involvement in pornography
- Insufficient safeguards to end the use of conflict minerals where applicable (Kimberley Process/EU Regulation)
- Involvement in terrorism

### **ENVIRONMENTAL STANDARDS**

**We strive to purchase and source goods, services and work, which have the least negative impact on the environment.**

**We make procurement decisions and look to work in partnership with suppliers to ensure that:**

- Environmental, Social and Governance (ESG) issues are at the forefront of good corporate governance.
- Purchasing decisions are based on whole life principles to purchase more durable products with a longer life-span and maximising environmental sustainability
- Undue and unnecessary use of materials is avoided and recycled materials used whenever possible. Effective controls of waste in respect of ground, air and water pollution are adopted. In the case of hazardous materials emergency response plans are in place.
- Processes and activities are monitored and modified as necessary to ensure the conservation of scarce resources, including water, flora and fauna and productive land.
- All production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximise efficient energy use and to minimize harmful emissions.

***We expect our suppliers to comply with all statutory and other legal requirements relating to the environmental impacts of their business. We encourage our suppliers to be accredited to the relevant ISO standards.***

***In the event that we work in partnership with a supplier in good faith but subsequently discover unacceptable practices either at the supplier or within the supplier’s supply chain we will engage with the supplier constructively to address identified weaknesses.***

