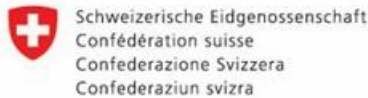


Një projekt i Agjencisë Zvicerane për
Zhvillim dhe Bashkëpunim SDC



Agjencia Zvicerane për Zhvillim
dhe Bashkëpunim SDC

Zbatuar nga:



November 04, 2022

TERMS OF REFERENCE (TOR no. 2022/075)

Service provision for conducting health promotion campaigns and celebrities' advocacy for the project "Shkollat për Shëndetin"

1. BACKGROUND AND RATIONALE

As of the 1st of March 2021, Save the Children have started the implementation of the main phase of the Swiss Agency for Development and Cooperation (SDC) Project: "Shkollat për Shëndetin".

The aim of the Project is to promote healthy behavioural practices and healthy lifestyle habits in the Albanian population, with a particular focus on schoolchildren (aged 6-16 years) in order to control and prevent effectively the major risk factors for non-communicable diseases (NCDs) and other health emergencies including COVID-19.

One of the main interventions of the project "Shkollat për Shëndetin" concerns the adaptation and expansion of health promotion campaigns based on the successful health caravan model referred to as "Përshëndetje", which was implemented in "phase 1" of the Swiss project "Health for All" (HAP). The adapted and expanded version of health caravan was successfully implemented in the first implementation year of the project (covering the period March 2021 – February 2022) in three regions of Albania (Kukës, Elbasan and Korçë) and subsequently in the first half the second implementation year (covering the period March 2022 – February 2023) in three additional regions of the country (Lezhë, Durrës and Berat).

Based on the success of the health promotion campaigns, the health caravan will be expanded in other communities pertinent to three regions of Albania targeted for in-depth interventions in the second implementation year (that is Lezhë, Durrës and Berat).

The aim of the health caravan is to deliver healthy lifestyle messages and demonstrate healthy behavioural practices in an attractive manner to targeted project beneficiaries. In the context of the project "Shkollat për Shëndetin", these campaigns consist of health promotion activities targeting schoolchildren, out of school children, their parents/caregivers, and communities at large. It is expected that participation of children and their parents/caregivers in these health promotion activities will improve in a natural context the knowledge and interaction between them regarding healthy lifestyle habits and healthy behavioural practices.

In addition, another activity of the project “*Shkollat për Shëndetin*” also for the second implementation year concerns involvement of celebrities in health promotion advocacy. More specifically, the aim of celebrities’ advocacy is to bring sport champions and other national and local celebrities into the scene through different means including, but not limited to, the following: TV spots, social media messages, talk-shows, billboards, etc.

2. AIM AND OBJECTIVES OF THE SERVICE

Aim:

Save the Children is seeking to contract a service provider capable of conducting health promotion campaigns and celebrities’ advocacy for the needs of the project “*Shkollat për Shëndetin*”.

Specific Objectives:

- To carry out health promotion campaigns at a community level involving schoolchildren, out-of-school children, their respective parents/caregivers, and communities at large.
- To identify and reach out a large audience and deliver effective health promotion messages, especially for vulnerable and marginalized categories of children and their families.
- To deliver adequate and culturally sensitive health promotion messages.
- To bring celebrities (sport champions and other national and local celebrities) into the “health promotion scene” through different means of communication (local TV or radio, social media, etc.).

3. SERVICE PERIOD

The duration of the service will over the period December 2022 – January 2023.

The service provider is required to proceed according to the following assignment steps:

Assignment Steps
<p>Preparatory work:</p> <ul style="list-style-type: none"> - Familiarize with the health caravan model, and modalities of working with celebrities. - Consultative meetings with relevant stakeholders and the project team. - Preparation of all materials and equipment.
<p>Health promotion campaign (in Lezhë, Durrës and Berat): the importance of healthy <u>nutrition</u> - in different communities covering 15 schools pertinent to the 3 aforementioned regions covered by the project (the exact communities will be specified by the project team in due time).</p>
<p>Health promotion campaign (in Lezhë, Durrës and Berat): the importance of <u>physical activity</u> – the type of physical activity is to be defined in agreement with the school directors and other relevant local staff, based on the needs and on what is most feasible.</p>
<p>Health promotion campaign (in Lezhë, Durrës and Berat): the importance of good <u>hygienic</u> measures, waste management and environmental protection - in different communities covering 15 schools pertinent to the 3 aforementioned regions covered by the project (the exact communities will be specified by the project team in due time).</p>

Health promotion campaign (in Lezhë, Durrës and Berat) and Celebrities Advocacy on the importance of physical activity – the type of physical activity is to be defined in agreement with the school directors and other relevant local staff, based on the needs and on what is most feasible.

4. DELIVERABLES

It is expected from the service provider to submit the following deliverables:

- A narrative report about health promotion campaigns conducted in each region (Lezhë, Durrës and Berat).
- A narrative report about celebrities' advocacy activities.
- List of participants in the health promotion activities.
- Photos from all events.
- A copy (audio, video, printed materials, etc.) of celebrities' advocacy activities.
- For health promotion activities involving children, an approved written consent by the respective parents/caregivers is mandatory.

5. QUALIFICATION AND SELECTION CRITERIA OF THE SERVICE PROVIDER

The service provider (company, or NGO) should have the following qualifications in order to address effectively and timely the specific requirements of this assignment:

- Proven expertise in community work.
- Proven expertise in health promotion campaigns.
- Staff with background in public health and health promotion, with excellent oral and written communication skills in Albanian and English.
- Proven ability to meet deadlines and work under pressure.
- Flexibility in responding to the needs of the contracting agency.

6. PROPOSAL

The service provider is expected to submit a proposal, including:

- Technical proposal including the approach of the health promotion campaigns and celebrities' advocacy activities, the proposed work-plan, timeline, and other relevant elements.
- Financial bid/proposal: lump-sum in ALL (Albanian Lekë) for all services provided, including taxes according to the Albanian legislation. In addition, financial feasibility should be clearly indicated, according to the financial template (see Annex 01), for each of the activities (separately for health promotion campaigns and for celebrities' advocacy activities).
- CVs of the company/NGO and key experts proposed, including a summary of expertise areas as per requirements of these "Terms of Reference", demonstrating previous experience in conducting health promotion campaigns at community level, and celebrities' advocacy activities.
- A copy of ID card of the representative of the service provider.

7. AWARD CRITERIA

The award criteria will consist of the following:

ESSENTIAL CRITERIA

Criteria which bidders must meet in order to progress to the next round of evaluation. If a bidder does not meet any of the Essential Criteria, they will be excluded from the tender process immediately. These criteria are scored as 'Pass' / 'Fail'.

Supplier accepts Save the Children's 'Terms and Conditions of Purchase'

The Supplier and its staff (and any sub-contractors used) agree to comply with SCI and the IAPG's policies

The Supplier confirms it is not linked directly or indirectly to any terrorism related activity, and does not sell any Dual Purpose goods / services that may be used in a terror related activity.

The bidder confirms they are not a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the United States of America or the European Union and accepts that SCI will undertake independent checks to validate this.

The Supplier confirms it is fully qualified, licenses and registered to trade with Save the Children (including compliance with all relevant local Country legislation).

This includes the Supplier submitting the following requirements (where applicable):

- Legitimate business address
- Tax registration number & certificate
- Business registration certificate
- Trading license if any

Capability, Sustainability and Commercial Criteria:

- Technical proposal: 50%
- Financial proposal: 40%
- Qualification and experience of the service provider: 10%

The award criteria are specified in detail in the table below:

CRITERIA	DESCRIPTION	SCORE
Technical proposal	Comprehensiveness (completeness) and coherence (consistency) of the proposal	15%
	Methodology: proposed intervention approaches (models)	20%
	Feasibility of implementation	15%
	Subtotal	50%
Financial proposal	Financial bid (fee for the overall services)	25%
	Financial feasibility according to the financial template (Annex 01)	15%

	Subtotal	40%
CV of the applicant	<i>Company:</i> experience of the company with similar projects (similar interventions and/or community-based programs)	5%
	<i>Campaign coordinator and Experts:</i> qualifications and experience of the proposed team leader and key experts (in similar intervention, in health promotion, health education, and community interventions)	5%
	Subtotal	10%
TOTAL SCORE		100%

8. RESPONSIBILITY OF THE PROJECT IMPLEMENTED BY SAVE THE CHILDREN AND THE SERVICE PROVIDER

In order to respond to the objectives of assignment, the service provider is expected to closely work with the team of the project “*Shkollat për Shëndetin*” implemented by Save the Children Albania.

The project team will provide the content of health promotion materials which will be used in all community activities (health promotion campaigns).

Also, the project team will monitor, supervise and facilitate the service provider in every step of the process, including the approval of celebrities. No action will be taken without the approval of the project.

The service provider is responsible for:

- Development (production) of the health promotion materials and provision of other goods [e.g., tents (the project has available only two tents and the opportunity for more is opened according the proposal and availability of funds), benches, sport equipment, spots, etc.) which are necessary for the organization of health promotion campaigns and celebrities’ advocacy.
- Carrying out the health promotion campaigns according to the requirements and timeline included in these Terms of Reference.
- Obtaining approval (written consent) by parents/caregivers in all activities involving children.

9. PAYMENT MODALITY

The service provider should propose the payment schedule based on the progressive implementation of health promotion campaigns and thereby delivery of the respective financial reports and narrative reports about health promotion campaigns conducted in each region (Lezhë, Durrës, Berat), along with the lists of participants attending the health promotion activities and photos from each event, as well as deliverables from celebrities’ advocacy activities.

The payment will be subject to the current Albanian legislation taxes.

10. ADMINISTRATIVE ASPECTS

A contract between the project implemented by Save the Children and the service provider will be established covering the activities defined in these “Terms of Reference”.

Interested service providers should submit:

- 1 - A technical proposal (approach, work-plan, and timeline),
- 2 - Financial proposal (refer to annex 01),
- 3 - CVs of the company/NGO and key experts proposed and also example of previous similar work,
- 4 - Copy of the ID card of the legal representative,
- 5 - Bank details letter,
- 7 - Letter of commitment that they agree with SC contract terms and SCI policies (Annex 02),
- 8 - Letter of self-declaration that the Supplier is linked directly or indirectly to any terrorism related activity, and does not sell any Dual Purpose goods / services that may be used in a terror related activity.
- 9 - Letter of self-declaration that they are not a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the United States of America or the European Union and accepts that SCI will undertake independent checks to validate this,
- 10 - Supplier registration form (Annex 03).

by close of business 11 – 11 – 2022.

The application should be submitted in English in a sealed envelope. Financial offer should be submitted in a separate envelope from the technical proposal and state if VAT is applicable for such service. On each envelope (technical proposal, and financial offer) it should be written clearly the full name of the current tender/call.

Address: The envelopes should be submitted to the following address:

Please do not open!

TORs ref no. 2022-013

Save the Children Albania national office

Street: “Komuna e Parisit”, Lagjia 8,

Building 1 Maji, Vila “Lami”; P.O. Box 8185

Tel: +355 4 2261840 / +355 4 2261929 / +355 4 2266227

Fax: +355 4 2263 428

E-mail: shkollat.per.shendetin@savethechildren.org

Late submissions: Bids submitted after the deadline will not be taken into consideration. They will not be opened and will be destroyed.

Submission of written questions about this call may be addressed to shkollat.per.shendetin@savethechildren.org, by close of business 09 – 11 – 2022. All questions will be responded by close of business 10 – 11 – 2022.

Annex 01 – Financial Offer

Assignment Steps	Unit	Unit price	Cost without VAT	VAT cost	Total cost
Preparatory work: - Familiarize with the health caravan model, and modalities of working with celebrities. - Consultative meetings with relevant stakeholders and the project team. - Preparation of all materials and equipment.					
Health promotion campaign (in Lezhë, Durrës and Berat): the importance of healthy nutrition - in different communities covering 15 schools pertinent to the 3 aforementioned regions covered by the project (the exact communities will be specified by the project team in due time).					
Health promotion campaign (in Lezhë, Durrës and Berat): the importance of <u>physical activity</u> – the type of physical activity is to be defined in agreement with the school directors and other relevant local staff, based on the needs and on what is most feasible.					
Health promotion campaign (in Lezhë, Durrës and Berat): the importance of good <u>hygienic</u> measures, waste management and environmental protection - in different communities covering 15 schools pertinent to the 3 aforementioned regions covered by the project (the exact communities will be specified by the project team in due time).					
Health promotion campaign (in Lezhë, Durrës and Berat) and <u>Celebrities Advocacy</u> on the importance of <u>physical activity</u> – the type of physical activity is to be defined in agreement with the school directors and other relevant local staff, based on the needs and on what is most feasible.					

For each assignment you need propose detailed list of expenditure including VAT cost if applicable.

Annex 02 – SC contract terms and SCA policies

PARTIESContract ref no.: **[insert]****Save the Children Albania** (the "Customer");

AND

[Name of supplier], whose registered office is at **[address]** (the "Supplier");

The Supplier agrees to supply to the Customer and the Customer to acquire and pay for the Goods (the "**Goods**") and/or Services (the "**Services**") below on the terms of the Contract. The Contract comprises the provisions of this Agreement (the "**Agreement**"), the attached Terms and Conditions of Purchase and, where applicable, the Customer's order for the Goods, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation, as the case may be (together the "**Contract**").

1 Description of Goods and/or Services

- 1.1 The following product or services is to be provided:
[add a clear description of the product(s) and/or services to be provided]

2 Specification for Goods and/or Services

- 2.1 Product or service specification:
[add a full specification and quality requirements OR [is annexed to this Agreement]
- 2.2 The specifications set out in clause 2.1 above may be amended by the relevant purchase order.

3 Duration and Commencement

- 3.1 This Agreement commences on *[the date signed] OR [insert date of commencement]* and shall continue until *[insert termination date] OR [X years] OR [X months]*.

4 Price for the Goods and/or Services

- 4.1 The prices for the Goods and/or Services are as follows:
[insert a table detailing the prices agreed for the goods OR insert [As contained in the annexed [Price List]]
- 4.2 These prices for the Goods and/or Services are fixed for the duration of this Contract. *[amend as appropriate]*
- 4.3 Invoices shall be in US Dollars. *[amend as appropriate]*
- 4.4 Payment will be made in arrears and subject to invoice verification. *[SCA policy is to pay in arrears. If you want to amend this please seek approval of the Director of Finance in country]*
- 4.5 Subject to Clause 4.4, the Customer shall pay correctly rendered invoices (a) upon completed delivery of the goods or performance of the services in accordance with the contract or (b) within 45 days from the date of invoice (whichever is later). *[If you want to amend this please seek approval of the Director of Finance in country]*

5 Delivery / dispatch time

- 5.1 Delivery Goods Address or Service Performance: *[insert address for delivery] OR [as set out on each purchase order]*.
- 5.2 The delivery time will be as specified in the purchase order, or else within 21 *[amend as appropriate]* days of issue of the order.
- 5.3 *[If Incoterms 2010 apply please specify which ones and other relevant details, e.g. named place of delivery or whether it will be specified in Purchase Order]*

- 6 Special terms and conditions** *[include any additional items as necessary which are not covered by the Contract, for example minimum stock levels for emergency response if appropriate. For example wording, see SC-C-02A Goods Contract (Long Form) Template. Also include 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 Contract are included here. Note for all procurements of goods or services for USAID grants, cooperative agreements where donor agreement was signed after 1st July 2015 please add*

the Supplier Contract Annex. This includes a USAID compliance clause. Also, consider requesting that the Modern Slavery and Human Trafficking Compliance Plan available [here](#) is completed.

Signed for and on behalf of the Supplier:

Signed for and on behalf of the Customer:

Signature _____
Name _____
Position _____
Date _____

Signature _____
Name _____
Position _____
Date _____

TERMS AND CONDITIONS OF PURCHASE

1 Definitions and Interpretation

These terms and conditions ("**Conditions**") provide the basis of the contract between the supplier ("**Supplier**") and Save the Children International (the "**Customer**") in relation to the Agreement ("**Agreement**") (the Agreement and the Conditions are together referred to as the "**Contract**"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Order.

2 Quality and Defects

- 2.1 The Goods and the Services shall, as appropriate:
- correspond with their description in the Order and any applicable specification;
 - comply with all applicable statutory and regulatory requirements;
 - be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;
 - be free from defects in design, material, workmanship and installation; and
 - be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.
- 2.2 The Customer (including its representatives or agents) reserves the right at any time to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

3 Compliance and Ethical Standards

- 3.1 The Supplier shall commit to the Customer's zero tolerance approach towards sexual exploitation and abuse, harassment, sexual harassment, intimidation and bullying. The Supplier, and its suppliers and sub-contractors shall not in any way engage in any actual, attempted or threatened:
- 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;
 - 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;
 - 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.
- 3.2 The Supplier, its suppliers and sub-contractors, shall (a) observe the highest ethical standards, and shall 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, (b) comply with the following Customer policies, which are annexed: Child Safeguarding; Protection from Sexual Exploitation and Abuse (PSEA), Anti-Harassment, Intimidation and Bullying policy, Fraud, Bribery and Corruption; and

Human Trafficking and Modern Slavery (together the "**Mandatory Policies**"), and (c) act in relation to the Contract in accordance with the principles of the Inter-Agency Procurement Group Code of Conduct.

- 3.3 The Supplier, its suppliers and sub-contractors shall not in any way (a) engage in transactions with, or provide resources or support to armed groups, individuals and entities which are sanctioned, or individuals and organisations associated with terrorism, or otherwise be involved directly or indirectly in terrorism (b) be involved in the manufacture or sale of arms (c) have any business relations with governments for any war related purpose; or (d) transport the Goods/Services together with any military equipment.
- 3.4 The Supplier is taking reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.
- 3.5 The Supplier shall comply with all applicable sanctions, export control, embargo, or similar laws and regulations, including without limit those of the EU, the UK, the US and the UN ("Sanctions and Export Control Laws") and shall maintain policies and procedures designed to ensure continued compliance with the same. In particular, the Supplier will not make any funds or economic resources available, directly or indirectly, to or for the benefit of, any person or entity that is targeted by any Sanctions and Export Control Laws, and shall not do anything which would cause the Customer to be in breach of any Sanctions and Export Control Laws (including but not limited to supplying items from country of origin which would mean that any conceivable supply or use of these items would be restricted under the Sanctions and Export Control Laws). The Supplier shall require all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors to comply with this Condition. In particular, the Supplier shall obtain any licences, authorisations or permissions required under the Sanctions and Export Control Laws or other applicable laws that are required to export, import, supply, sell, transport, or broker any hardware, software, technology, support or assistance or service that is provided by or on behalf of the Supplier under this contract (including, but not limited to, obtaining any required export licences required for the export of goods by or on behalf of the Supplier to the Customer or its agents at the relevant delivery address), and shall further inform the Customer where any such hardware, software, technology, support or assistance or service provided is subject to controls or restrictions under the Sanctions and Export Control Laws and shall provide all relevant information that may be required by the Customer to apply for or obtain any further licences, authorisations or permissions.

- 3.6 In relation to Condition 3.5, the Supplier must ensure that it provides to the Customer the names and dates of birth of its key staff in order that the Customer can screen these names against sanctions lists, using the Customer's third party screening provider. Before providing the names to the Customer, the Supplier must ensure that all its key staff have been informed that their names will be provided to the Customer for screening using a third party provider, and, if necessary, the Supplier has sought their consent. The Supplier must ensure that it regularly checks its staff, suppliers and sub-contractors against sanctions lists and must immediately inform the Customer of any apparent correlation.
- 3.7 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies or Condition 8 (Supplier's Warranties), and shall inform the Customer of full details of any action taken in relation to the reported breach.
- 3.8 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.
- 3.9 The Customer may provide training or materials to the Supplier on protecting children and vulnerable populations from sexual exploitation and abuse, and on anti-harassment, intimidation and bullying. The Supplier shall, at the Customer's request, share any training or materials with any contractor, employee or other agent of the Supplier who will come into direct contact with the Customer's personnel, beneficiaries or members of the vulnerable population, through the performance of the terms of this Contract.
- 3.10 The Supplier agrees to allow the Customer's employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information in electronic format, and including information regarding the Supplier's current and former personnel and other relevant personal data held by the Supplier, for the purpose of verifying compliance with the requirements of Condition 3. 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.
- 4 Delivery / Performance**
- 4.1 The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Agreement, and in either case during the Customer's usual business hours, except where otherwise agreed in the Agreement. Time shall be of the essence in respect of this Condition 4.1.
- 4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Agreement, the Supplier shall give the Customer reasonable written notice of the specified date.
- 4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Agreement.
- 4.4 Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms 2010 identified in the Agreement, or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery.
- 4.5 The Customer shall not be deemed to have accepted any Goods or Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.
- 4.6 The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.
- 5 Indemnity**
- The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Customer by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services.
- 6 Price and Payment**
- 6.1 Payment will be made as set out in the Agreement and the Customer shall be entitled to off-set against the price set out in the Agreement all sums owed to the Customer by the Supplier.
- 6.2 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.
- 7 Termination**
- 7.1 The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.
- 7.2 The Customer may terminate the 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 becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
 - b) the Supplier is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer; or
 - c) the Customer reasonably believes that the Supplier has breached (or if any of the Supplier's directors, officers, employees, affiliates, agents, suppliers and subcontractors) any Sanctions and Export Control Laws or has become directly or indirectly targeted under the same, or that 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.
- 7.3 In the event of termination, all existing purchase orders must be completed.

8 Supplier's Warranties

- 8.1 The Supplier warrants to the Customer that:
- a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
 - b) the Supplier, and all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors, are not themselves, and are not owned or controlled by any party that is, targeted by any Sanctions and Export Control Laws;
 - c) 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;
 - d) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances;
 - e) none of its directors or officers or any of its employees have any interest in any supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any transaction or arrangement with the Customer; and
 - f) information provided to the Customer are, and remain, complete and accurate in all material respects.

9 Force majeure

- 9.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control (a "**Force Majeure Event**") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.
- 9.2 If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

10 General

- 10.1 The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorisation.
- 10.2 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 Contract without the Customer's prior written consent.
- 10.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.
- 10.4 If any court or competent authority finds that any provision of the 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 Contract shall not be affected. Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
- 10.5 The 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 Contract or its subject matter or formation.
- 10.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.

11 Personal Data

- 11.1 In addition to its obligations of confidentiality, the Supplier, as the entity or person which processes personal data on behalf of the controller (the "**Processor**"), shall ensure that in relation to any information relating to an identified or an identifiable individual (data subject) as more particularly defined by operation of any applicable data protection legislation ("**Personal Data**");
- (a) it shall process such Personal Data only in accordance with the written instructions of the Customer (as the entity or person which determines the purposes and means of the processing of personal data, the "**Controller**") and only to the extent necessary for the purposes set out in this Contract;
 - (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.

11.2 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 SCA 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.

11.3 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.

11.4 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.

11.5 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.

11.6 The Supplier shall not export the Personal Data outside the country in which the Customer is located.

11.7 If regulatory or legislative rules, provisions become applicable, or Case law and Guidance become available, such that the protection afforded Personal Data under this Contract is not sufficient, the Parties shall amend the Contract as necessary to comply with all applicable laws, rules, regulations or other requirements of regulatory authorities, as amended from time to time ("**Applicable Laws**").

SAVE THE CHILDREN'S CHILD SAFEGUARDING POLICY

1. Our values and principles

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

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

2. What is Child Abuse?

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

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

Definitions of Child Abuse:

Sexual Abuse	Sexual abuse is the involvement of a child in sexual activities, whether or not the child is aware of what is happening. The activities may involve physical contact, including assault by penetration (for example, rape or oral sex) or non-penetrative acts such as masturbation, kissing, rubbing and touching outside of clothing. They may also include non-contact activities, such as involving children in looking at, or in the production of, sexual images, watching sexual activities, encouraging children to behave in sexually inappropriate ways, or grooming a child in preparation for abuse (including via the internet). Adult males do not solely perpetrate sexual abuse. Women can also commit acts of sexual abuse, as can other children.
Physical	Physical abuse is the non-accidental use of physical force that deliberately or inadvertently causes a risk of/ or actual injury to a child. This may include hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating or otherwise causing non-accidental physical harm to a child. Physical harm can also be caused when a parent or carer fabricates the symptoms of, or deliberately induces, illness or temporary, permanent injury or disability of a child.
Emotional	Emotional abuse involves doing harm to a child's emotional, intellectual, mental or psychological development. This may occur as an isolated event or on an ongoing basis. Emotional abuse includes but is not limited to any humiliating or degrading treatment (e.g. bad name calling, threats, yelling/screaming/cursing, teasing, constant criticism, belittling, persistent shaming etc.), failure to meet a child's emotional needs, and rejecting, ignoring, terrorizing, isolating or confining a child
Neglect	Neglect includes but is not limited to failing to provide adequate food, sufficient or seasonally appropriate clothing and /or shelter.

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

	<ul style="list-style-type: none"> • This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken. • It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.
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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:

- a. United Nations Convention on the Rights of the Child (UNCRC);
- b. UN Secretary General’s Bulletin: Special Measures for Protection from Sexual Exploitation and Abuse;
- c. UK Modern Slavery Act 2015;
- d. US Trafficking Victims Protection Act 2000;
- e. USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and
- f. 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 SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.

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

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

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:

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**
 - 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.

SAVE THE CHILDREN'S HUMAN TRAFFICKING AND MODERN SLAVERY POLICY

I. Our values and principles

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

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

2. What is human trafficking and modern slavery?

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

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

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

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

- g. UK Modern Slavery Act 2015 (see above);
- h. US Trafficking Victims Protection Act 2000;
- i. USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and
- j. 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.

SAVE THE CHILDREN'S PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY

1. Our values and principles

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

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

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

2. What is Sexual Exploitation and Abuse?

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

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

Definitions of Sexual Exploitation and Abuse (SEA):

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

Zero Tolerance	<ul style="list-style-type: none"> • At Save the Children, we have a culture of <u>zero tolerance</u> for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying. • This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken. • It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.
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Sexual exploitation and abuse are a violation of fundamental human rights. It can also be a criminal act. Save the Children is committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure the exploitation and abuse of adults is not taking place anywhere in our own business or in any of our supply chains or partnerships. SCI is committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any safeguarding violations against adults throughout our supply chains, and relationship with third parties. In addition we are

committed to ensuring our approach is consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including:

- k. 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;
- l. Applicable laws in the countries where SCI operates; and
- m. 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:

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

- I. Unwanted touching of a sexual nature.

4. The commitment we expect from you

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

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

SAVE THE CHILDREN'S ANTI-HARASSMENT, INTIMIDATION AND BULLYING POLICY

1. Our values and principles

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

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

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

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

2. What is Harassment, Intimidation and Bullying?

Definitions of Harassment, Intimidation and Bullying

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

	<p>Sexual Harassment may take the form of unwelcome physical, verbal or non-verbal conduct directed at a person or group of persons, which may include - but is not limited to - the following:</p> <p>(a) unwanted physical contact, ranging from touching to sexual assault and rape;</p> <p>(b) verbal forms of sexual harassment including unwelcome sexual innuendoes, suggestions and hints, sexual advances, comments with sexual overtones, sex-related jokes or insults, comments about a person's body or enquiries about a person's sex life or sexual orientation;</p> <p>(c) non-verbal forms of sexual harassment including unwelcome gestures, whistling, indecent exposure or the unwelcome display of sexually explicit pictures or objects;</p> <p>d) unwanted messages of a sexual nature that are sent via email, SMS, skype, voice messages and other electronic means, whether using SCI IT/devices or personal mobiles/equipment; or</p> <p>(e) harassment of a sexual nature that is linked to recruitment/employment opportunities, promotion, training or development opportunities or the offer of salary increments or other employee or worker benefits in exchange for sexual favours.</p>
<i>Intimidation</i>	<p>Intimidation is the unreasonable use of status or authority to require or coerce an individual to perform an action or task, which the individual knows to be inappropriate and/or disrespectful, illegal, or in direct conflict with SCI policy or procedure.</p>
<i>Bullying</i>	<p>Bullying is any repeated offensive, abusive, intimidating, malicious or insulting behaviour which: (i) makes the recipient feel upset, threatened, humiliated or vulnerable or undermines their self-confidence or causes them to suffer stress or feel upset; and (ii) a reasonable observer would identify as amounting to bullying behaviour.</p>
<i>Sexual Exploitation</i>	<p>Any actual or attempted abuse of a position of vulnerability, differential power, trust, or dependency, for sexual or sexualised purposes. This</p>

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

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

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

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

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

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

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

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

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

4. The commitment we expect from you

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

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

- q) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected, or actual, harassment, intimidation or bullying involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.
- r) You must **immediately report** any suspicion or incident of harassment, intimidation or bullying occurring in SCI, your organisation or sub-contractor in relation to your business partnership with Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.

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

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

SAVE THE CHILDREN**SUPPLIER
REGISTRATION
FORM**

Version No. 1.0 / 110621

The information on the Supplier Registration Form is for internal use of Save the Children International only.

GENERAL INFORMATION			
Supplier Legal Registered Name		Other Names / Trading Name / Acronyms Supplier Known By	
Registered Address		Head Office Address <i>(If different)</i>	
Country(s) in Which Registered		Other Countries Supplied	
Date Established		Registration Details / License	<i>(Clearly state here if supplier is un-registered and why, get approval from Director Operations in case you want to deal with unregistered suppliers)</i>

CONTACT INFORMATION			
	CEO	Owner <i>(if owns >50% of Supplier)</i>	CFO
Name			
Date of Birth			
Primary Contact			
Contact Name		Position	
E-mail		Telephone / Mobile No	

		(full with the country dial code)	
Secondary Contact			
Contact Name		Position	
E-mail		Telephone / Mobile No (full with the country dial code)	

PRODUCTS/SERVICES INFORMATION

Type of Business		Do You Operate any Warehouses? (YES/NO)	
Locations of Warehouses (EXW)			
Product / Service Category (choose from the list in a drop-down menu)	Additional Information (e.g. Product / Service Description)		

TO BE COMPLETED IN CO'S WHICH HAVE BEEN CLASSIFIED AS HIGH RISK BY THE CO AND THE AID DIVERSION TASK FORCE ONLY

Company Website			
Main Office Email Address		Main Office Telephone Number	
Other Countries with Offices / Premises <i>(List all Countries)</i>			
Countries from which goods / materials are purchased <i>(List all Countries)</i>			
ADDITIONAL IDENTIFICATION REQUIREMENTS			
	Full Names		Identification Document <i>(Attach copy of document)</i>
CEO	0		
Other Owners <i>(Information from all Owners required)</i>	0		
COMPLIANCE CONFIRMATIONS			
Supplier confirms that it will comply with SCI Policies: <i>(Child Safeguarding Policy / Fraud, Bribery & Corruption Policy / Anti-Harassment, Intimidation & Bullying Policy, Human Trafficking & Modern Slavery Policy, Protection from Sexual Exploitation and Abuse Policy)</i>			
Supplier certifies that it has not provided and will not provide any support or resources to any individual or organisation that it knows or has reason to believe is an individual or organisation that advocates, plans sponsors, engages			

in or has engaged in an act of terrorism		
Supplier confirms that within the last three years, no administrative, civil or criminal litigation has been filed against the Supplier . If the answer is NO please provide details		
Supplier Details	If Registered, attach copy of Certificate	If Not Registered, attach Proof of Address or Utility Bill.

Form Completed By:	Name	Position	Date
	Signature		