

AGREEMENT FOR THE SUPPLY OF SERVICES

Dated 20____ between:

- (1) **The Save the Children Fund** a company limited by guarantee registered in England and Wales (178159) and a registered charity in England and Wales (213890) and Scotland (SC039570) whose registered office is at 1 St. John's Lane, London EC1M 4AR ("**Save the Children**"); and
- (2) [**INSERT FULL NAME**], a company incorporated in England and Wales [**INSERT COMPANY NUMBER**] whose registered office is at [**INSERT ADDRESS**] (the "**Supplier**").

IT IS AGREED AS FOLLOWS

1. Definitions

1.1. In this agreement:

"**Commencement Date**" means the date the Services are to start, as set out in the Schedule;

"**Confidential Information**" means any information relating to the operations or affairs of Save the Children or its suppliers, customers, clients, supporters, donors or beneficiaries, including terms of business, financial information, results and forecasts, employee details, business methods and plans, information systems and software, ideas, know-how, trade secrets, and any other information of a confidential nature of which the Supplier becomes aware in the course of providing the Services, together with the existence and contents of this agreement;

"**End Date**" means the date this agreement ends as set out in the Schedule;

"**Fees**" has the meaning set out in the Schedule;

"**Intellectual Property**" means patents, trademarks, rights in designs, copyrights and rights in databases (whether or not any of these are registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, created by or on behalf of the Supplier in the course of providing the Services or in the Work (unless otherwise agreed in writing by the parties);

"**Services**" means supply of the deliverables and any other services set out in the Schedule; and

"**Work**" means the documents, reports, designs and other work products produced by the Supplier in the course of providing the Services.

2. Supplier's Obligations

2.1. The Supplier will, from the Commencement Date until the End Date, or if terminated earlier in accordance with this agreement until such termination date:

- (a) provide the Services to Save the Children at such times and places as may be necessary for the proper provision of the Services and which may be agreed between the parties from time to time,
- (b) comply with such reasonable regulations and directions as Save the Children may from time to time prescribe in connection with the provision of the Services (including compliance with Save the Children's health and safety, security, whistle blowing and Child Safeguarding policies as amended from time to time);
- (c) use its reasonable endeavours to promote the interests of and generally act in good faith in relation to Save the Children;
- (d) use all care, skill and diligence in accordance with best industry practices and requirements using the standard of skill and care which is ordinarily exercised by experienced and competent contractors performing services of a similar nature and scope. Where the Services include the provision of goods and materials, these shall be of satisfactory quality and fit for their common or specified purpose;
- (e) will make available sufficient, experience, qualified, trained and skilled personnel and facilities and resources as may be required to perform its obligations under this agreement;
- (f) ensure that the Services conform with the descriptions and/or specifications set out in the Schedule and the Works are fit for any reasonable purpose communicated by Save the Children; and
- (g) not infringe any third party rights or cause Save the Children to infringe any such rights.

2.2 The terms and conditions of this agreement including the Schedule shall apply to the supply of the Services to the exclusion of any other terms and conditions.

3. Payment Terms

3.1. Save the Children shall pay the Fees to the Supplier as set out in the Schedule, and any VAT properly due on the Fees.

3.2. Unless otherwise expressly set out in the Schedule, the Fees are (i) payable on satisfactory performance of the Services, (ii) inclusive of all services and materials provided (including personnel, equipment, overheads and expenses), and (iii) due within 30 days of receipt of a valid invoice.

3.3. Save the Children may reject an invoice if it is unclear or is not accompanied by required supporting information.

- 3.4. If, in the reasonable opinion of Save the Children, the Services are unsatisfactory then the Supplier shall correct the unsatisfactory work in its own time and at its own expense.
- 3.5. The Supplier shall not be entitled to any payments, expenses or benefits from Save the Children other than the amounts expressly set out in the Schedule.
- 3.6. In the event that Save the Children agrees in writing to pay expenses, the Supplier shall only be reimbursed for expenses reasonably incurred in providing the Services. The Supplier shall invoice for any agreed expenses on a monthly basis and provide copies of receipts for all expenses claimed.
- 3.7. Save the Children shall be entitled to deduct from any sums payable to the Supplier any sums that the Supplier may owe Save the Children.
- 3.8. Time is of the essence as to the performance of delivery dates specified in this agreement. Without prejudice to Save the Children's other rights, where any time requirement referred to in this agreement is not met Save the Children shall be under no obligation to make payment in respect of any Services which are delivered after the specified delivery date, and (in addition to any of its other rights and remedies);
 - (a) terminate the agreement for material breach under clause 8 in whole or in part;
 - (b) refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - (c) purchase substitute services elsewhere, hold the Supplier liable for any additional reasonable costs incurred, and deduct these costs from any amount payable to the Supplier.

4. Ethical Standards / Child Safeguarding

- 4.1. The Supplier, its suppliers and sub-contractors shall not in any way be involved directly or indirectly with terrorism, in the manufacture or sale of arms, or have any business relations with armed groups or governments for any war related purpose, and shall comply with all legal requirements and with the international labour standards promoted by the International Labour Organisation regarding child labour and forced labour.
- 4.2. The Supplier shall with regard to the Services comply fully with:
 - (a) Save the Children's Child Safeguarding Policy (attached as Annex 1 of this agreement), including:
 - (i) complying with any of Save the Children's Child Safeguarding pre-engagement screening requirements;
 - (ii) being aware, understanding, and adhering to Save the Children's Child Safeguarding Policy and procedures; and
 - (iii) reporting any concerns which arise regarding the safety of children; and

- (b) Save the Children's Anti-Bribery and Corruption Policy (attached as Annex 2 of this agreement), including:
 - (i) complying with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (including the Bribery Act 2010); and
 - (ii) not engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- 4.3. The Supplier shall comply with Save the Children's Living Wage Policy attached at Annex 3.

5. Data Protection

- 5.1. The following words and expressions used in this clause 5 shall have the same meanings as defined in the Data Protection Act 1998 ('Act'), unless otherwise defined in this clause 5: 'personal data', 'data controller', 'data processor', 'data subject' and 'process'.
- 5.2. The Supplier shall comply at all times with the Act and all other relevant legislation and regulations in relation to the discharge of its obligations under this agreement.
- 5.3. The Parties agree that, in relation to any personal data processed by the Supplier on behalf of Save the Children in connection with this agreement (the "Personal Data"), Save the Children shall be the data controller and the Supplier shall be the data processor. Each Party shall ensure where necessary that it has the correct registration under the Act.
- 5.4. The Supplier shall:
 - (a) process any Personal Data solely for the purpose of fulfilling its obligations under this agreement and in accordance with the terms of this agreement;
 - (b) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of the Personal Data to any third party (including the relevant data subject) without the prior written permission of Save the Children;
 - (c) take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or accidental loss or destruction of, or damage to the Personal Data;
 - (d) take reasonable steps to ensure the reliability of its employees and contractors who have access to the Personal Data;
 - (e) notify Save the Children within five days if it is approached directly by a data subject in connection with this agreement;
 - (f) provide Save the Children with full co-operation and assistance in relation to any complaint or request made in respect of any Personal Data;
 - (g) permit Save the Children or its external advisers (subject to reasonable and

appropriate confidentiality undertakings) to meet with its appropriate personnel in order to obtain information regarding the measures taken by Supplier to ensure its full compliance with its obligations under this agreement;

- (h) not transfer any Personal Data outside the European Economic Area without the prior written consent of Save the Children and, if such consent is given, to comply with the Eighth Data Protection Principle set out in Schedule 1 of the Act as if it were a data controller; and
- (i) comply with Save the Children's written instructions and requirements in relation to the processing and transfer of the Personal Data.

5.5. The Supplier shall immediately notify Save the Children if it becomes aware of a breach of the Act in connection with this agreement.

5.6. Upon termination or expiration of this agreement, the Supplier shall (i) cease (and shall ensure that its permitted sub-contractors cease) immediately to process any of the Personal Data (ii) promptly return all Personal Data to Save the Children in a format reasonably requested by Save the Children, and (iii) thereafter destroy all copies of the Personal Data and certify their destruction in writing to Save the Children unless otherwise instructed by Save the Children.

6. Save the Children's Name

6.1. The Supplier shall not during or after the term of this agreement use Save the Children's name or logo or make any public statement about Save the Children without Save the Children's prior written consent, or do anything which may in any way:

- (a) cause harm of any kind to Save the Children;
- (b) damage, jeopardise or adversely affect the goodwill, name, image or reputation of Save the Children; or
- (c) bring Save the Children into disrepute anywhere in the world.

6.2. The Supplier shall not assume, create or incur any liability or obligation on behalf of Save the Children (and acknowledges that it has no right to do so) except as specifically authorised by Save the Children in writing.

6.3. The Supplier shall not at any time after the termination or expiry of this agreement, either personally or by an agent, directly or indirectly, represent itself as being in any way connected with or interested in the business of Save the Children.

7. Intellectual Property

7.1. The Supplier agrees to assign (and in respect of copyright and database rights arising in the future, hereby assigns) all Intellectual Property for the full term of those rights, to the intent that those rights will immediately upon their creation vest in Save the

Children. The Supplier agrees that it has no further right to compensation in respect of the same and that it will promptly disclose the existence of any such Intellectual Property to Save the Children.

- 7.2. At the request of Save the Children, the Supplier shall execute all such documents and do all such things reasonably required to enable Save the Children to obtain registration or other protection for the Intellectual Property and to vest ownership of the Intellectual Property in Save the Children. The Supplier hereby irrevocably and unconditionally waives in favour of Save the Children all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) in any materials made by it in the course of providing the Services and performing its obligations under this agreement.
- 7.3. The Supplier warrants that:
- (a) it has full right, power and authority to enter into this agreement and assign the rights assigned under this agreement;
 - (b) it has not granted or given any licences or consents either expressly or impliedly to any other person to use the Work;
 - (c) no exploitation of the rights in the Work will infringe upon the rights of any third party.
- 7.4. The Work shall be the property of Save the Children and shall (at Save the Children's option and request) be handed over to Save the Children or deleted from time to time on demand and in any event upon the termination or expiry of this agreement.

8. Termination

- 8.1. Subject to the remainder of this clause 8, this agreement may be terminated by either party, for any or no reason, giving to the other party not less than the period of notice specified in the Schedule.
- 8.2. Save the Children may terminate this agreement by written notice with immediate effect and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if:
- (a) the Supplier is in material breach of its obligations under this agreement; or
 - (b) the Supplier is in breach of its obligations under this agreement and fails to remedy such breach (where the breach is capable of remedy) within 14 days of written request; or
 - (c) the Supplier becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or firm) becomes subject to an administration order or goes into liquidation or the Supplier ceases, or threatens to cease, to carry on business; or
 - (d) Save the Children reasonably believes that continuing the contractual relations with the Supplier may damage the reputation of Save the Children.

- 8.3. On termination of this agreement, the Supplier shall promptly deliver up any property of Save the Children which is in its possession, custody or control.
- 8.4. The termination of this agreement shall not affect any rights or obligations of either party which have accrued as at that date.
- 8.5. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

9. Confidentiality

- 9.1. The Supplier undertakes at all times during and after the term of this agreement:
 - (a) To treat the Confidential Information with the strictest confidence;
 - (b) Not to disclose any Confidential Information to any third party; and
 - (c) Not to use any Confidential Information for the Supplier's own purpose or the benefit of any third party.
- 9.2. The restrictions in clause 9.1 do not apply to:
 - (a) Any use or disclosure authorised in writing by Save the Children, or as required by law; or
 - (b) Any information which is already in, or comes into, the public domain otherwise than through the Supplier's unauthorised disclosure.

10. Indemnity

- 10.1. The Supplier shall indemnify Save the Children in full against all liabilities, losses, claims, costs and expenses suffered or incurred by Save the Children as a result of or in connection with:
 - (a) any negligent or wilful acts or omissions of the Supplier, its employees, agents or sub-contractors of the agreement in performing its obligations under this agreement.
 - (b) any claim made against Save the Children by a third party arising out of, or in connection with, the supply of the Services or the use of the Work, to the extent that such claim arises out of the breach, negligent performance, wilful acts or omissions of the Supplier, its employees, agents or sub-contractorsany claim brought against Save the Children for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services or the Work.

11. Insurance

Unless Save the Children agrees otherwise in writing, the Supplier shall, and shall ensure that any sub-contractors, take out and maintain adequate insurance policies

(including for professional indemnity and public liability) in respect of the provision of the Services to Save the Children. The Supplier shall supply promptly to Save the Children on request copies of such policies and evidence that the premiums on them have been paid.

12. General

- 12.1. The headings in this agreement are inserted for convenience only and shall not affect its construction. The schedules and annexes to this agreement form part of and are incorporated into this agreement.
- 12.2. In this agreement any phrase introduced by the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words following those term.
- 12.3. No waiver of any right or remedy or variation or amendment of the terms of this agreement shall be effective unless it is in writing and signed by both Parties.
- 12.4. The Supplier shall not sub-contract any of its obligations under this agreement without the prior written consent of Save the Children. Where it does sub-contract such obligations, it shall ensure that any sub-contractor is equally bound by the provisions within this agreement, in particular compliance with Save the Children’s Child Safeguarding Policy and with clauses 2, 4, 5, 6, 7, 9 and 10 above.
- 12.5. Any notice required to be given by either Party under this agreement shall be in writing and left at or sent by first class post to the registered office of the applicable Party marked for the attention of its Company Secretary. Any such notice shall be treated as served at the time when it is left at the relevant address or, if served by post, 48 hours after posting.
- 12.6. If the whole of any part of any clause(s) of this agreement is invalid, that invalidity shall not affect the validity of any other provisions. Each Party’s rights under the agreement are independent, cumulative and without prejudice to its other rights under general law.
- 12.7. This agreement supersedes all prior arrangements, agreements and understandings, and constitutes the entire agreement between the Parties in relation to its subject matter, and it may only be modified or otherwise amended by the written agreement of both the Parties.
- 12.8. This agreement does not create or confer any right under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a Party.
- 12.9. This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 12.10. Nothing in this agreement shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent of the other for any purpose.

12.11. This agreement shall be governed by and construed in accordance with English law. The Parties agree that the Courts of England and Wales have jurisdiction to settle any disputes which may arise out of or in connection with this agreement.

For and on behalf of The Save the Children Fund: For and on behalf of the *[Insert name of Supplier]*:

Name:

Name:

Position:

Position:

Date:

Date

SCHEDULE

1 Services

[Add a detailed description of the Services to be carried out by the Supplier. This should include any key deliverables or tasks and milestones/deadlines for their submission or completion in the form of a timetable.]

2 Commencement Date: *[insert appropriate date for commencement of Services to be carried out by the Supplier.]*

3 End Date: *[insert date for the completion of the Services.]*

4 Fees

[Below are two suggested options for wording for the payment of fees and, where appropriate, any expenses – you should choose the most appropriate, and tailor the wording to the individual situation. Please note the following:

- *we should ensure, wherever possible, that payment is in arrears and linked to satisfactory completion of specific tasks (such as the delivery of reports) by the milestones/deadlines specified in paragraph 1*
- *where this is not appropriate, payment should be against a specific number of days' work for specific services or tasks completed, on the basis of monthly invoices submitted by the Supplier, which should include timesheets*
- *we should ensure the invoices are appropriately detailed, and include VAT]*

Save the Children shall pay the Supplier the following sum(s) (the “Fees”):

[If the fees are based on day/hourly rates...]

- *[£[X] (plus VAT at the standard rate) per [hour/day] worked [up to a maximum of £[X]], [payable [weekly/monthly] in arrears within 30 days of receipt by Save the Children of a valid invoice, as set out below.]*
- *The Supplier will submit invoices which (i) state the number of [hours/days] worked during the relevant period, (ii) include a detailed description of the tasks completed, and (iii) attach receipts for any agreed expenses.*

OR [If the fees are fixed amounts...]

- *[£[X] (plus VAT at the standard rate) payable in [X] instalments of £[X],*

payable within 30 days of receipt by Save the Children of a valid invoice to be submitted as follows:

- £[X] on satisfactory completion of [*describe the deliverable or milestone which triggers payment*].
- £[X] on satisfactory completion of [*describe the deliverable or milestone which triggers payment*].

5 Expenses

[The Fees are inclusive of all costs, overheads and expenses, including travel, subsistence and accommodation].

OR

[Subject to the production of relevant receipts and the terms of Save the Children's expenses policy, Save the Children will reimburse the cost of reasonable travel, accommodation and out-of-pocket expenses reasonably incurred by the Supplier in the course of providing the Services to Save the Children, [up to a maximum of [X]], [and provided the expenses are agreed in advance by Save the Children.]]

6 Notice of Termination

The notice period for termination in clause 8 is [30 days]. [*NB check if appropriate – a shorter or longer period may be more appropriate*]

ANNEX 1

SAVE THE CHILDREN'S CHILD SAFEGUARDING POLICY

Our values and principles

Child abuse is when anyone under 18 years of age is being harmed or isn't being looked after properly. The abuse can be physical, sexual, emotional or neglect. The abuse and exploitation of children happens in all countries and societies across the world. Child abuse is never acceptable.

It is expected that all who work with Save the Children are committed to safeguard children whom they are in contact with.

What we do

Save the Children is committed to safeguard children through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of child abuse and the risks to children.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks to children.

Reporting: Ensuring that you are clear on what steps to take where concerns arise regarding the safety of children.

Responding: Ensuring that action is taken to support and protect children where concerns arise regarding possible abuse.

In order that the above standards of reporting and responding are met, this is what is expected of you:

If you are worried that a child or young person is being abused or neglected, or you are concerned about the inappropriate behaviour of an employee, or someone working with Save the Children, towards a child or young person, then you are obliged to:-

- act quickly and get help
- support and respect the child
- where possible, ensure that the child is safe
- contact your Save the Children manager with your concerns immediately (or their senior manager if necessary)

- keep any information confidential to you and the manager.

If you want to know more about the Child Safeguarding Policy then please contact your Save the Children contract manager.

ANNEX 2

SAVE THE CHILDREN'S ANTI-BRIBERY AND CORRUPTION POLICY

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 behave in a corrupt manner while carrying out Save the Children's work.

What we do

Save the Children is committed to preventing acts of 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 bribery and corruption.

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

Responding: Ensuring that action is taken to support and protect assets and identifying cases of bribery and corruption.

To help you identify cases of bribery and corruption, behaviour which amounts to corruption includes but is not limited to:

- a) Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.
- b) Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual's conduct in any way.
- c) Receiving or Paying a so-called 'Grease' or 'Facilitation' payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.

- d) Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.
- e) Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.
- f) Receiving a so-called 'Kickback' Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.
- g) Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.
- h) Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

In order that the above standards of reporting and responding are met, this is what is expected of you:

You have a duty to protect the assets of Save the Children from any form of corruption. Furthermore, you must immediately report any suspicion of bribery or corruption to the Save the Children senior management team or Country Director and not to anyone else. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.

You are obliged to:-

- act quickly and get help
- encourage your own staff to report on bribery and corruption
- contact the Save the Children senior management team or Country Director with your concerns immediately (or their senior manager if necessary)
- keep any information confidential to you and the manager.

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

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

ANNEX 3

SAVE THE CHILDREN'S LIVING WAGE POLICY

Centre for Civil Society Limited is a wholly owned subsidiary of Citizens UK Charity t/a Living Wage Foundation (a charity registered 1107264 in England & Wales) which is responsible for the programme under which employers can apply for Living Wage Employer Accreditation to indicate that the employer has adopted an equitable employment policy in relation to its staff in accordance with the minimum standards stipulate by the Living Wage Foundation.

Save the Children has committed to the Living Wage and is an accredited body.

Requirements

1. Save the Children requires that any contractors and sub-contractors, which supply an employee (other than an apprentice or intern) who provides a service to or on behalf of Save the Children involving 2 or more hours of work in any given day in a week, for 8 or more consecutive weeks in a year on:

1.1 Save the Children's premises; and/or

1.2 property owned or occupied by Save the Children (including where Save the Children is a tenant and is provided building-related services through a lease); and/or

1.3 land which Save the Children is responsible for maintaining or on which it is required to work

shall adopt the measures set out in paragraph 2 below in relation to such individuals.

2. For the duration of the performance of the services, any contractors and sub-contractors shall, in relation to its employees based in or outside Greater London,

2.1.1 pay all employees aged 18 or over not less than the London Living Wage (as set by the Greater London Authority or any successor body) or the National Living Wage (as set by the Living Wage Foundation or any successor body); and

2.1.2 increase the amount which it pays to affected employees by the same amount as any increase to the London Living Wage or the National Living Wage, within 6 months of the date on which any increase is officially announced; and

notify all affected employees of the date of the next increase within one month of the official announcement, unless the employees have been previously notified about the date on which they will receive at least the increase in the National and/or London Living Wage