

## 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:

- a) correspond with their description in the Order and any applicable specification;
- b) comply with all applicable statutory and regulatory requirements;
- c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;
- d) be free from defects in design, material, workmanship and installation; and
- e) 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:

- (a) sexual exploitation or abuse of a child or children, including but not limited to physical or emotional abuse, exploitation, neglect or any other form of maltreatment;
- (b) sexual exploitation or abuse of adults in vulnerable populations, including but not limited to the Customer's adult beneficiaries, and the Customer's staff and representatives;
- (c) sexual harassment, harassment, intimidation or bullying of the Customer's

staff, representatives or of anyone you come into contact with while delivering the terms of this Contract.

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 Supplier Sustainability Policy annexed to this Agreement (the "**Supplier Sustainability Policy**") which includes the following Customer policies: (i) Child Safeguarding; Protection from Sexual Exploitation and Abuse (PSEA); (ii) Anti-Harassment, Intimidation and Bullying policy; (iii) Fraud, Bribery and Corruption; and (iv) Human Trafficking and Modern Slavery (the Supplier Sustainability Policy and the policies listed under Clause 3.2(b)(i) to (iv) together, the "**Mandatory Policies**").

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 SCI and by way of a written agreement with the third party contractor which imposes the same obligations on the contractor in relation to the security of the processing as are imposed on it under the terms of the Agreement and the applicable data protection laws.

11.3 The Supplier shall notify the Customer within 5 business days of it receiving a request for access or another 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 unauthorized or unlawful processing, loss of, damage to, or destruction of such Personal Data and shall provide the Customer with full cooperation 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**").

## SCHEDULE

### SAVE THE CHILDREN SUPPLIER SUSTAINABILITY POLICY

#### PART 1 - INTRODUCTION

**SAVE THE CHILDREN'S VALUES:** Save the Children's vision is a "world in which every child attains the right to survival, protection, development and participation". Our values are *creativity, accountability, integrity, collaboration, and ambition*. These serve as overarching values to which suppliers of goods and services to Save the Children are expected to adhere.

**REFERENCE:** International Standards, Conventions, and Principles such as the *UN Declaration on Human Rights* and other core Human Rights Treaties, including the *UN Convention on the Rights of the Child* and the *International Labour Standards on Child Labour & Forced Labour* (namely 138 and 182) are the foundations on which much of this Policy is based. Therefore, it is Save the Children's expectation that any supplier will adhere to these principles.

**INTERPRETATION:** The [Global Compact](#)<sup>1</sup> ("Compact") is a voluntary corporate citizenship community that sets the universal social and environmental principles, to meet the challenges of globalisation (a key foundation for the Compact is the *Guiding Principles on Business and Human Rights*). Save the Children encourages all suppliers to participate in the Compact. This policy addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption, and interpretation of this Policy should be undertaken in a manner consistent with the Compact.

#### PART 2 - SCOPE OF APPLICATION

- The provisions of this Policy set forth Save the Children's expectations for suppliers that are registered with Save the Children, or with whom it does business.
- Save the Children expects that these standards apply to, and will be communicated to, suppliers' employees, parent, subsidiary and / or affiliate entities, subcontractors, and their own suppliers.
- Suppliers will be required to sign a declaration of compliance in all bid submissions and supply contracts. **Save the Children's aim is to guide its suppliers over the long term to meet these standards. Those who will not be able to demonstrate their goodwill, may see their supply relationship called into question.**

#### PART 3 - CONTINUOUS IMPROVEMENT

- The provisions set forth in this Policy provide the minimum standards expected of suppliers.
- In addition, Save the Children expects suppliers to strive to exceed international and industry best practices and to ensure that their own suppliers and subcontractors aim to do the same.
- Save the Children recognizes that reaching some of the standards established in this Policy is a dynamic rather than a static process and encourages suppliers to continually improve their operations accordingly.

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<sup>1</sup> <https://www.unglobalcompact.org/what-is-gc>

## PART 4 - MANAGEMENT, MONITORING AND EVALUATION

- Suppliers are required, as a minimum, to comply with compulsory standards in this Policy (“must” provisions), and to set clear goals and work-plans to achieve the other standards (“should” provisions).
- This may require active monitoring of its own operations through establishing appropriate management systems to track progress and compliance.

## PART 5 - KEY PRINCIPLES AND SUPPLIER STANDARDS

- Suppliers must follow all local and international laws at all times. Where the standards of this Policy exceed any laws / regulations, the Supplier is expected to strive to adhere to these higher standards in addition to the relevant laws.
- If you become aware of any instances where the requirements of this Policy are not being met (e.g. safeguarding breach, fraudulent behaviour) please notify Save the Children immediately (contact details in [Part 6](#)).
- For further information on each of the Supplier Standards below, please refer to these Mandatory Supplier Policies:
  - [Human Trafficking & Modern Slavery Policy](#)
  - [Protection from Sexual Exploitation & Abuse Policy](#)
  - [Anti-Harassment, Intimidation & Bullying Policy](#)
  - [Fraud, Bribery & Corruption Policy & Procedure](#)
  - [Child Safeguarding Policy](#)

### 1 - KEY PRINCIPLES

<b>1.1</b>	Obey all applicable international and local laws, legislation, and regulations	All Standards
<b>1.2</b>	Elevate Social, Economic and Environmental Sustainability to the core of your decision making and ways of working	
<b>1.3</b>	Promote diversity, inclusion, and equality in ways of working, decision-making and treatment of staff	<a href="#">Standard 2 - Labour</a>
<b>1.4</b>	Employ staff of an appropriate age	
<b>1.5</b>	Pay all staff fairly and reasonably	
<b>1.6</b>	Employ staff on a voluntary basis, with freely agreed documented terms of employment	
<b>1.7</b>	Be a responsible employer, treat staff fairly and protect their health and safety	
<b>1.8</b>	Ensure that workers and employees have a voice and are given the freedom of association	
<b>1.9</b>	Grant staff the rights afforded under national and international Human Rights acts	<a href="#">Standard 3 - Human Rights</a>
<b>1.10</b>	Ensure all staff are treated with dignity and respect	
<b>1.11</b>	Minimise environmental impact (including waste, energy, emissions and water) as much as possible	<a href="#">Standard 4 - Environment</a>
<b>1.12</b>	Adhere to the highest standards of moral and ethical conduct	

<p><b>1.13</b> Adopt a zero-tolerance approach towards fraud, bribery and corruption</p>	<p><a href="#">Standard 5 - Ethical Conduct</a></p>
<p><b>1.14</b> Adopt a zero-tolerance policy towards any form of abuse, harmful practices, and behaviour being committed against children and adults, and take all available measures to prevent all forms of these</p>	
<p><b>1.15</b> Act against all allegations and reports of exploitation, abuse, harassment, and any other form of misconduct</p>	<p><a href="#">Standard 6 - Safeguarding</a></p>
<p><b>1.16</b> Do not engage in any form of discrimination, maltreatment, abuse, or poor safeguarding practices irrespective of a person's socio-economic status, gender, age, disability, ethnic and tribal identity, faith or religious affiliation, and/or sexual orientation (Applies to during and out of working hours)</p>	
<p><b>1.17</b> Protect and promote the land rights of communities, including indigenous people</p>	<p><a href="#">Standard 7 - Community</a></p>

## SUPPLIER STANDARD 2 - LABOUR

### 2.1 MINIMUM WORKING AGE

- 2.1.1 **Must** adopt the highest applicable standard for working age based on the ILO Conventions and the laws of the country(s) where the contract is implemented (i.e. whichever age is the highest).

### 2.2 FORCED / COMPULSORY LABOUR

- 2.2.1 **Must** prohibit forced or compulsory labour / modern slavery in all forms.

### 2.3 MODERN SLAVERY AND HUMAN TRAFFICKING

- 2.3.1 **Must** not participate in, or support, Human Trafficking or Modern Slavery.  
 2.3.2 **Must** not subject any people to exploitative or harmful labour.

### 2.4 CHILD LABOUR<sup>2</sup>

- 2.4.1 **Must** ensure that work opportunities provided to children of working age are decent.  
 2.4.2 **Must** not employ persons under the age of 18 for work that is likely to harm their health, safety, or morals.  
 2.4.3 *Should* work towards the effective elimination of child labour through your and your suppliers' supply chains including identifying and supporting children and families where children are at risk of child labour, through a do no harm approach and through taking the best interest of the child into account.

### 2.5 DISCRIMINATION

- 2.5.1 **Must** not discriminate (in employment, pay, recruitment or any other processes) based on characteristics such as race, age, gender, religion, sexuality, disability, civil partnership or marriage, pregnancy, maternity etc.

<sup>2</sup> According to the ILO, Child Labour refers to work that deprives children of their childhood, their potential and their dignity. Child Labour also refers to work that is harmful to their physical and/or mental development.



## 2.6 HARASSMENT, INTIMIDATION AND BULLYING

- 2.6.1 **Must** ensure no staff are subject to harassment (sexual, verbal, physical, mental or visual), coercive behaviour, intimidation or bullying. This also includes behaviour directed towards Save the Children staff.
- 2.6.2 **Must** ensure zero-tolerance towards any action that violates a person's dignity, or creates an intimidating, hostile, degrading, humiliating or offensive environment.

## 2.7 WAGES AND WORKING HOURS

- 2.7.1 **Must** ensure workers are provided with a fair living wage<sup>3</sup>.
- 2.7.2 **Must** not make deductions from wages other than those permitted under conditions as prescribed by the applicable law, regulations, or collective agreement. The supplier should inform concerned workers of such deductions.
- 2.7.3 **Should** ensure workers are not required to work more than the regular and overtime hours allowed by the laws of the country where the workers are employed.
- 2.7.4 **Should** use employment contracts for all staff to provide security.
- 2.7.5 **Should** ensure your suppliers and subcontractors are paid fairly and on time as committed.

## 2.8 HEALTH AND SAFETY

- 2.8.1 **Must** ensure all applicable Occupational Health and Safety laws are adhered to.
- 2.8.2 **Must** ensure all workplaces, machinery, equipment, and processes are safe and without risk to health.
- 2.8.3 **Must** ensure adequate hygiene, health and safety measures are in place, and necessary and adequate protective clothing and equipment are provided to prevent the risk of accidents or of adverse effects on health.

## SUPPLIER STANDARD 3 – HUMAN RIGHTS

### 3.1 HUMAN RIGHTS

- 3.1.1 **Must** not be complicit in any Human Rights abuses or violations.
- 3.1.2 **Must** ensure all staff are treated with dignity and respect, irrespective of their socio-economic status, gender, age, disability, ethnic and tribal identity, faith, or religious affiliation, and/or sexual orientation, and demonstrate the same values to the people they meet in relation to their employment.

## SUPPLIER STANDARD 4 - ENVIRONMENT

Suppliers should reduce their negative environmental impact by adhering to the following standards<sup>4</sup> :

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<sup>3</sup> A fair living wage is a total compensation package that meets, or exceeds, the legal minimum standards or the prevailing industry standards, whichever is higher. This will include:

- Wages: paid in full and directly to the staff concerned, at regular intervals no longer than one month
- Other benefits: including and not limited to, paid leave, parental leave, social protection, sick pay, overtime pay etc.

<sup>4</sup> When this is not practical/possible, set a plan/ambition to achieve these standards in the future

## 4.1 ENVIRONMENTAL

4.1.1 **Must**, at all times, comply with existing environmental legislation and regulations.

## 4.2 IMPACT

4.2.1 *Should* develop environmental impact goals and implement an environmental policy, and where possible, include your own supplier's / supply chains in the goals.

4.2.2 *Should* measure and reduce, where possible, the negative environmental impact of your organisation and operations (e.g. biodiversity conservation, waste production, emissions, water usage etc.).

## 4.3 WASTE

4.3.1 *Should* adopt a work culture and business practices that endeavour to reduce waste throughout the lifecycle of your products and operations (this includes procurement, production / manufacturing, packaging, and transportation).

4.3.2 *Should* avoid using materials that are dependent on finite resources, instead use materials of sustainable origin.

4.3.3 *Should* review processes, operations and supply chains to maximise efficiency and reduce waste (including standardisation, sustainable practices, re-use of materials, recycling of waste, and disposal practices).

## 4.4 ENERGY AND EMISSIONS

4.4.1 *Should* adopt a work culture and practices that reduce emissions (e.g. CO<sub>2</sub>, N<sub>2</sub>O, Hydrocarbons etc.) in the lifecycle of your products and operations.

4.4.2 *Should* have a clear understanding of your carbon footprint and a plan to reduce it.

4.4.3 *Should* use alternative / green energy sources (e.g. solar power).

## 4.5 WATER

4.5.1 *Should* minimise water usage / wastage and adopt water-saving technologies where possible.

## SUPPLIER STANDARD 5 – ETHICAL CONDUCT

### 5.1 CORRUPTION

5.1.1 **Must** not act in a dishonest manner or engage in any form of corrupt practices, including but not limited to extortion, fraud, tax evasion, money laundering and bribery.

5.1.2 **Must** not attempt to improperly influence any Save the Children procurement process.

### 5.2 CONFLICT OF INTERESTS (incl. Post-Employment Restrictions)

5.2.1 **Must** disclose any actual, perceived or potential Conflict of Interests. This may include a Save the Children employee / agent / member of their immediate family (or an organisation that employs any of this family), having any kind of interest or economic ties with a supplier.

5.2.2 **Must** notify Save the Children if employment is given to any ex Save the Children staff members within 12 months of them ending their employment with Save the Children.

### 5.3 GIFTS AND HOSPITALITY

5.3.1 **Must** not provide, or attempt to provide, any type of gift, hospitality, holidays, goods / services, or other items of value to a Save the Children employee<sup>5</sup>.

## 5.1 SANCTIONS, AID DIVERSION AND EXPORT CONTROLS

- 5.1.1 **Must** comply with applicable sanctions and export controls (so must not make funds or resources available to or for the benefit of any person / entity subject to restrictions), and obtain any necessary licenses.
- 5.1.2 **Must** provide to Save the Children the names and dates of birth of key staff, to enable vetting.

## SUPPLIER STANDARD 6 - SAFEGUARDING

### 6.1 CHILD<sup>6</sup> AND ADULT SAFEGUARDING

- 6.1.1 **Must** comply with all relevant laws and regulations including 'United Nations Convention on the Rights of the Child', 'International Labour Standards on Child Labour & Forced Labour' etc.
- 6.1.2 **Must** complete vetting / background checks on all perspective staff (permanent / temporary / casual) during recruitment.
- 6.1.3 *Should* ensure staff are aware of the Safeguarding Policy<sup>7</sup> and participate in Safeguarding trainings provided by Save the Children when offered.
- 6.1.4 **Must** create and maintain a safe and inclusive environment, free from any form of discrimination, exploitation, abuse, harassment, intimidation, and bullying.

### 6.2 EXPLOITATION, ABUSE AND HARM

- 6.2.1 **Must** ensure no staff is left alone with a child in the course of them delivering goods / services to Save the Children.
- 6.2.2 **Must** ensure that no one shall be subjected to behaviour that has the purpose or effect of violating their dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.
- 6.2.3 **Must** note that sexual activity with persons under the age of 18 is prohibited, regardless of the local age of minority / consent. Mistaken belief in the age of a person is not considered a defence.
- 6.2.4 **Must** not physically, sexually or emotionally harm, or threaten to harm any child or adult.
- 6.2.5 **Must** not engage in physical abuse, sexual abuse or harmful behaviour towards anyone.
- 6.2.6 **Must** not engage in any form of coercive behaviour including physical and / or humiliating punishment.
- 6.2.7 **Must** not exchange money, employment or other items or promises of value for any sexual activity that is exploitative.
- 6.2.8 **Must** ensure adequate provisions (e.g. Health and Safety) are in place when carrying out works / services where children and adults may be at risk.

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<sup>5</sup> Save the Children employees do not accept any type of gift or any offer of hospitality.

<sup>6</sup> Child abuse consists of any act, or omission, which directly or indirectly harms children (any person under the age of 18 years old) or damages their prospect of a safe and healthy development into adulthood.

<sup>7</sup> [Child Safeguarding Policy](#)

## SUPPLIER STANDARD 7 – COMMUNITY IMPACT

### 7.1 COMMUNITY STRENGTHENING AND LIVELIHOODS

- 7.1.1 *Should* act in a way that positively impacts local communities, improves their livelihoods and uplifts the local economy.
- 7.1.2 *Should*, where possible, proactively engage and employ locally based suppliers.
- 7.1.3 *Should*, where possible, procure goods / materials that are sourced and manufactured locally.
- 7.1.4 *Should*, where possible, employ staff from local communities.
- 7.1.5 *Should* proactively strengthen local suppliers through technical / operational / management training or support.
- 7.1.6 *Should* respect the rights and title to property / land of the individual, indigenous people and local communities. All negotiations regarding their property or land must adhere to the principles of free, prior and informed consent, contract transparency and disclosure.

### 7.2 INDIGENOUS PEOPLE

- 7.2.1 *Should* respect the rights, cultures, and beliefs of indigenous people, and treat them in a culturally appropriate manner.
- 7.2.2 *Should* avoid activity that may have an adverse impact on the indigenous population.

### 7.3 CULTURAL HERITAGE

- 7.3.1 *Should* recognise and respect the importance of physical and non-physical cultural heritage in the community.

## PART 6 – WHISTLEBLOWING / CONTACT US

- Save the Children commits to fair and transparent processes. Concerns should be submitted using the email addresses listed below. All issues will be reviewed and investigated discretely and appropriately.
  - Safeguarding: [safeguarding@savethechildren.org](mailto:safeguarding@savethechildren.org)
  - Whistleblowing: [whistleblowing@savethechildren.org](mailto:whistleblowing@savethechildren.org)
  - Fraud: [scifraud@savethechildren.org](mailto:scifraud@savethechildren.org)
  - Procurement Process / General: [procurement@savethechildren.org](mailto:procurement@savethechildren.org)

**Instruction and Template for  
PROPOSAL Submission**  
Consultancy Title: "SLAM Project Impact Video Documentary"  
PR No. PR329243

Date of Proposal Submission: <Insert date>

This instruction & template for proposal development consists of the following sections:

1. **Section A:** Instruction for Proposal Development
2. **Section B:** Proposal Development Form
3. **Section C:** Essential Evaluation Questions

**Section A: Instruction for Proposal Development**

Please **READ** and **FOLLOW** the instructions before completing the proposal form.

1. A proposal will not be considered for review if:
  - It is received after the deadline.
  - It is not sealed properly (NA in case of email proposals)
  - There are any missing documents mentioned in the ToR
  - Information submitted by the company is found to be false.
  - It is incomplete.
  
2. A proposal should have three (3) separate envelopes (NA in case of email proposals):
  - 1<sup>st</sup> for CVs of Proposed Consultants listed in Section B, Part 2 below.
  - 2<sup>nd</sup> for technical proposal
  - 3<sup>rd</sup> for financial proposal

Each of the above envelopes should be sealed, and properly labelled respectively as "supporting documents," "technical proposal" and "financial proposal." Each page of the proposal should be stamped and signed. All these three (3) envelopes then should be kept in **another envelop sealed with wax** (*laha chhap*).

4. Only shortlisted bidder/s will be contacted by Save the Children at each stage of the selection process.
  
5. Shortlisted bidder/s may be invited to deliver a 15-minute presentation to the Procurement Committee on their technical proposal.

**Section B: Proposal Development Form**

**I. Organization Information (NA in case of individual consultant)**

Name of the organization: .....

Address : .....

District/State : .....

Country : .....

Phone number : .....

E-mail : .....

Website : .....

## II. Details of contact person

Name : .....  
Position : .....  
Phone Number : ..... (Landline) ..... (Mobile)  
E-mail : .....

## III. Major topics and sub-topics for proposal development

### 1. Organization / Individual Background

1.1 Please provide your / organization's experience in leading video documentary making related project/s below.

Organization Name	Project Title	Date		Remark
		From	To	

Please add / delete rows in above table as required.

### 2. Signatory and Proposed Consultants Information:

SN	Full Name (Avoid abbreviations)	Date of birth (dd/mm/yyyy AD)	Designation proposed for this assignment	Academic Qualification

3. Have you developed ethical and inclusive videos involving marginalized, deprived and/or vulnerable groups in culturally appropriate and sensitive ways? If yes, please provide a video link of such videos in the table below.

S. No.	Title of videos	Attached Link/hyperlink to the video	Completion Date
1			
2			
3			
4			
5			
6			
7			
8			
9			

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10			
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Please add / delete rows in above table as required.

4. Do you have experience working collaboratively with NGOs / INGOs? If yes, please provide experience letter from the NGO / INGO you have worked with.

S. No.	Assignment Description	Organization Name	Completion Date	Attach experience letter
1				
2				
3				
4				
5				

5. Please provide your understanding of ToR and proposed modality / approach to conduct this assignment.

.....  
.....  
.....  
.....

6. Proposed Budget with clear breakdowns (specify the proposed cost is inclusive / exclusive of VAT)



### Section C: Essential Evaluation Questions

#### **ESSENTIAL CRITERIA (Exclusion if not met)**

In order to qualify as a bidder you must be able to answer 'Yes' against all of the Essential Criteria. After passing the essential criteria you will be scored against Capability and Commercial criteria.

S. No.	Criteria	Please specify <b>Yes / No</b>
a)	Do you have a legitimate business/official address OR are you registered for trading or tax purposes with the authorities. If yes, have you attached a copy of the registration documents with this proposal? (not applicable to individual bidders)	



b)	We, the Bidder, hereby confirm we compliance with the following policies and requirements:	
	Terms & Conditions of Bidding	 1. Terms & Conditions of Bidder
	Terms & Conditions of Purchase	 SC-C-01 Short Form Goods and Services
	Supplier Sustainability Policy and the included mandatory policies	<a href="#">Click Here to Access</a>
c)	Do you confirm that the company 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?	
d)	Do you confirm that you 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?	
e)	Do you confirm that you are not a prohibited party or on government blacklisting	
f)	Are you registered in VAT? Have you submitted a copy of VAT registration certificate with this proposal?	
g)	Does you / proposed team leader have bachelor 's degree in film making/education /international development / social sciences, or in related discipline? If yes, is this reflected in CV?	

**Instruction for bid submission:**

**Electronic Submission via Email**

- Email should be addressed to Procurement Coordinator-Sourcing at [nepal.proposals@savethechildren.org](mailto:nepal.proposals@savethechildren.org)

1) File no. 1 (PDF) Legal Documents

- Company registration
- PAN/VAT registration
- Tax clearance of FY 2078/079
- Organization Profile

2) File no. 2 (PDF) Commercial and Technical Proposals

- Consultancy Proposal Form
- Bid Response Document
- CVs of team members



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## SC-Terms of Reference (ToR)

### Development of short impact video of School Leadership and Management (SLaM) intervention under project Sahayatra II

**PR329243**

#### Background on Save the Children:

Save the Children is the leading global independent organisation for children. Save the Children believes every child deserves a future. Around the world, we work every day to give children a healthy start in life, the opportunity to learn and protection from harm. When crisis strikes, and children are most vulnerable, we are always among the first to respond and the last to leave. We ensure children's unique needs are met and their voices are heard. We deliver lasting results for millions of children, including those hardest to reach.

We do whatever it takes for children – every day and in times of crisis – transforming their lives and the future we share.

**Our vision:** A world in which every child attains the right to survival, protection, development, and participation.

**Our mission:** To inspire breakthroughs in the way the world treats children, and to achieve immediate and lasting change in their lives.

**Our values:** Accountability, ambition, collaboration, creativity, and integrity.

We are committed to ensuring our resources are used as efficiently as possible, to focus them on achieving maximum impact for children.

#### Project context:

Save the Children together with its local partners, is implementing the Integrated Program – Sahayatra II (2019-2023) in five municipalities of three remote hilly districts in the Karnali province of Nepal: Jajarkot, Dailekh, and Kalikot districts. The project is funded by Norwegian Agency for Development Cooperation (NORAD). Under Education theme, Sahayatra II seeks to enhance the institutional capacity of local and province governments and civil society to respond and create an environment for survival, protection, development, and participation, with a focus on children's learning, development, and protection from violence and safe schools. The project contributes at the province and federal levels to impact change at scale with a sustainable impact.

One of the interventions under the project is School Leadership and Management (SLaM) which was introduced as a pilot project in 14 schools of Gurans Rural Municipality, Dailekh from 2019. The overall objective of SLaM is to strengthen school leadership and management for improved quality of education. The intervention basically emphasizes participatory school-based management and leadership in basic education programming for strengthened and sustained impact of Quality Learning Framework (QLF)-based interventions targeting school improvement. Developmental Evaluation has been used for the first two years of the pilot. The purpose of this was to enable authentic and contextualized insights to arise throughout the project development journey, allowing Save the Children to identify in a timely manner emergent themes and address challenges that crop up, thereby continually adapting and improving the project as it progresses. The approach allowed programme participants to actively inform and take part of the development and design of the SLaM model, and the task team to develop, pilot, reflect on and refine the project model components.

After the successful completion of the pilot, the SLaM package has been scaled up to 91 schools of Sahayatra working palikas.

This video documentary is expected to provide total information on how this intervention socialized and achievements after scaling up among the other Sahayatra II project areas and with stakeholders. Also, the documentary will present the

impact, Theory of Change, key interventions including learning from the program, positive changes brought in school practices, and ideas for how this will be sustainable. The video will be of approximately of 5 minutes.

**Objective:**

The objective of the assignment is:

- The objective of this project is to create a concise and compelling video documentary that effectively captures the impact of SLaM interventions. The documentary will showcase how these interventions have successfully fostered socialization and highlight their notable achievements after being scaled up across the other Sahayatra II project areas. The aim is to provide a comprehensive and visually engaging portrayal of the positive outcomes resulting from the implementation and expansion of SLaM interventions, thereby promoting awareness and understanding of their significance and potential for further development.
- To present the Theory of Change, key interventions and include learning from the program, positive changes brought in school practices, and ideas for how this will be sustainable.

**Target audience:**

The target audience of this video will be schools, local government, donors, other like-minded organizations, and SC (Save the Children) member organizations that we work with.

**Treatment:**

The video will be of approximately of 5 minutes. It will be produced in the close collaborative and consulting with schools, local government, partner organization and SC. The language for the video will be Nepali with English subtitles. There should be background video of sign language as well. Where field b-rolls and interviews cannot be used to explain concepts, the video will use motion graphics to make the video lively. It will follow Save the Children's safeguarding framework including data protection policy and branding protocols.

**Location and official travel involved:**

The consultants will have to travel to project locations of Gurans Rural Municipality, Dailekh and Chhedagaad Municipality, Jajarkot to capture the real changes. Besides, some series of meetings with SC technical team and Task team either virtually or in person.

**Services the supplier will provide:**

The consultant is responsible to the following:

- Develop a detailed script after inception meeting that contains all the details of what will be captured in field during production phase.
- During all three phases of pre-production, production and post-production develop a concrete workplan with timeline and share for the feedback with SC team.
- Develop and share key concepts/contents messages/information for project documentary and finalize in consultation with Save the Children (SC).
- Develop videos documentary visiting field and consulting with SC and share with Save the Children for feedback.
- Share the finalized video to SC for final feedback and approval to take forward.
- Submit or provide final required financial documents along with final product before the agreement period.

**Experience and skill set required:**

- Minimum 3 years of relevant professional experience in making documentary style films.
- Previous working experience with development sectors or Save the Children would be an asset.
- Flexible to travel to remote areas of working districts.
- Ability to accept and incorporate feedback.
- Familiarity with development programs/issues is an asset.
- Excellent command of English as well as Nepali languages – the video will require excellent professional quality English subtitling.
- Good knowledge in Child Safeguarding Policy.

- An Important requirement of one sign language interpreter in the team (or hired one who will work after video footages are captured from the field/during postproduction) to transform the videos for sign language PIP broadcasting to make the video more inclusive for children/people with disabilities.

### **Scope of work**

1. Prepare draft written scripts which will be used as voice narrations for the Video Documentary. The basic format of the narrations must be based upon the following key topics:

SN	Key topics
1	Basic background information and key process of project interventions
2	A concise and compelling video documentary that effectively captures the impact of SLaM interventions
3	Capture how SLaM intervention has socialized and highlight their notable achievements after being scaled up among the other Sahayatra II project areas.
4	Comprehensive and visually engaging portrayal of the positive outcomes resulting from the implementation and expansion of SLaM interventions, thereby promoting awareness, and understanding of their significance and potential for further development.
5	Present the Theory of Change, key interventions and include learning from the program, positive changes brought in school practices, and ideas for how this will be sustainable.

2. Have team meetings supported/coordinated by SC and receive orientation on the project, SCI policies, social media policies and branding compliances.
3. One sign language interpreter in the team (or hired one) is required as a must for transforming the videos for sign language broadcasting to make the video more inclusive for specific children/people with disabilities.
4. Adhere to Child Safeguarding policy provided by Save the Children and internalize it well.
5. Produce final videos of quality broadcast - narrated in Nepali with English subtitles and sign language interpretation.

### **Technical notes:**

- The video should be recorded in HD (4K preferred).
- All materials should be shared including consent forms signed by every individual featured in the video (in case of children it should be signed by their legal guardian) along with the project completion report.

### **Expected Deliverables**

SCI expects the following deliverables to be provided:

SN	Deliverable title	Description	Timeline
1	Inception meeting with SCI	Virtual meeting with SCI, and discussion on workplan along with timeline and discussion if any changes needed also in between the agreement period as per need.	1 <sup>st</sup> week of August 2023
2	Review the project documents	Review the project documents with process that is applied to intervene this project activities and extract key contents.	2 <sup>nd</sup> week of August 2023
3	Draft the script for video	Prepare the draft of script for video documentary and share to SCI for the feedback.	2 <sup>nd</sup> week of August 2023
4	Field visit	Develop videos documentary visiting field and having discussion with SC as per the script discussed and share for final review and feedback.	4 <sup>th</sup> week of August 2023
5	Share the final product	Share the finalized video documentary to SCI based on the final feedback and take approval for final product sharing.	2 <sup>nd</sup> week of October 2023
5	Final report of assignment and financial documents	Prepare final report of assignment covering all the contents, deliverables, learning and recommendation and the report that will be approved by Save the Children. And based on which the final payment will be made.	Last week of October 2023

### **Timeline**

Estimated Commencement Date: 1<sup>st</sup> week of August 2023

Estimated End Date: 4<sup>th</sup> week of October 2023

### **Out of Scope**

The consultant will be additionally requested to support to provide any information that is relevant to post beside the contents they will be developing.

### **Status updates/reporting**

The consultant will report to Mr. Atma Ram Bhattraï -Technical Manager-Education and technical aspects of the products will be verified by media and documentation department at Save the Children's MFWFO, Surkhet in close coordination with SLaM task team.

### **Acceptance**

- It is to be based on the timeline proposed in the consultancy agreement.

### **General assumptions and dependencies**

The consultant will consult with SCI technical Manager-Education or Project Coordinator-SLaM for any additional information required. Any further discussion that are required to discuss in Task team will be discussed in the SLaM Task team.

### **Payment information**

The payment will be made after the completion of all the deliverables.

Tax will be deducted as per the government rule.

### **Other important information**

The sub-contracting from the consultant for the services is not acceptable.

### **How to apply for the services**

Interested team of professional experienced consultants should submit below mentioned documents by **27 July 2023**

Filled out Consultancy Proposal Form (enclosed with this ToR)

- CV(s) of the proposed consultant(s) with full date of birth in dd/mm/yyyy format.
- For firms: Copies of- Firm registration certificate, VAT/PAN registration certificate, and latest Tax clearance certificate. For firms that are tax exempted by the government, a copy of tax exemption certificate should be submitted.
- For Individuals (Nepali): Copies of citizenship certificate and VAT/PAN registration certificate.
- An application letter including remuneration requirements (daily rate) and contact information for three work-related referees.
- Applications not including all the above information will not be reviewed. Only short-listed candidates will be contacted.

If an individual is a full-time staff member of another organization, a no objection/consent letter signed by the organization head must be submitted along with the proposal. This is not applicable for proposals sent through a firm.

Proposals should be submitted to the following address [The proposals can be dropped at the reception of Save the Children office]:

**Procurement Coordinator**

Supply Chain Department  
 Save the Children, Field Office  
 Kalunchok, Itram Surkhet  
 Tel: +977-083-525611/522576/522587

Or via email to: - [nepal.proposals@savethechildren.org](mailto:nepal.proposals@savethechildren.org)

**Proposal Review/Scoring Criteria**

S. N.	Major topic	Score weightage
1	Relevant professional experience in making documentary style short films: <ul style="list-style-type: none"> <li>• 3 years or above experience</li> <li>• 1-2 years' experience</li> <li>• Less than 1 years' experience</li> <li>• If consultant have no experience in on producing documentary style short films</li> </ul>	
2	Academic qualifications of team: <b>Team Leader, Cinematographer, Scriptwriter, Head Editor and cameraperson</b> <ul style="list-style-type: none"> <li>• If all team members have bachelor's degree</li> <li>• If at least three of them have bachelor's degree.</li> <li>• If only one has bachelor's degree</li> <li>• If none of them have completed bachelor's degree</li> </ul>	
3	Proposed Human resource and team composition considering the GESI factors: <b>Women in key roles (Team Leader, Cinematographer, Scriptwriter, Head editor and cameraperson)</b> as justified by CVs <ul style="list-style-type: none"> <li>• at least 60% females in the core key roles –</li> <li>• at least 40% females in the core key roles –</li> <li>• at least 20% female in the core key role –</li> <li>• no female.</li> </ul>	
4	<b>Understanding of TOR and originality/creativity and methodology to capture the success of the model.</b> Excellent-, Good- Satisfactory-, Poor- (*excellent-clear understanding on ToR)	
5	<b>Interview (for shortlisted bidders only)</b> Excellent-, Good- Satisfactory-, Poor- *Clear presentation and clear understanding as given ToR	
6	<b>Work plan/timing/detailing/unfolding activities and delivery time.</b> <ul style="list-style-type: none"> <li>• Excellent-, Very good-, Good-</li> </ul>	
7	<b>Budget</b> (Price will be scored at inverse proportion method which means lowest price's bidder will score highest)	
<b>Total</b>		<b>100%</b>