

SUBCONTRACTOR AGREEMENT (“Agreement”)

COVER SHEET

Company Name (“Company”)	Palladium International Limited
ABN/Company Number/RN (if applicable)	NA
Address	Church & Court Barn, Church Lane, Tickenham, Bristol, UK, BS21 6SD
Company Representative Name and Title	Click here to enter text.
Company Representative Phone/Email	Click here to enter text.
Subcontractor Name (“Subcontractor”)	Click here to enter text.
Subcontractor’s Vendor ID Number (If applicable)	Click here to enter text.
Address	Click here to enter text.
Subcontractor’s Representative Name and Title	Click here to enter text.
Subcontractor’s Representative Phone/Email	Click here to enter text.
Project Name (“Project”)	Partnerships for Forests (P4F)
Subcontractor Agreement Number (if applicable)	P4F-XXXX/XX
Services (“Services”)	The obligations set out or referred to in Annex A.
Client (“Client”)	DFID
Head/Prime Contract date and parties (“Head/Prime Contract”)	DFID and Palladium International Limited, contract dated 12 November 2015
Head/Prime Contract Currency	GBP
Effective Date of this Agreement (“Effective Date”)	TBC
Term (“Term”)	Start: TBC End: TBC
Recipient Country (“Recipient Country”)	United Kingdom
Jurisdiction (“Jurisdiction”)	England & Wales
Agreement Currency (“Agreement Currency”)	GBP
Total Agreement Sum - The total sum to be paid to the Contractor for the Services shall not exceed this amount.	Total: Click here to enter text.
If VAT/GST or any similar sales tax is not included, check the box.	<input type="checkbox"/> Total Contract Sum is exclusive of VAT/GST or any similar sales tax
If any reimbursable expenses are not included, check the box.	<input type="checkbox"/> Total Contract Sum is exclusive of any reimbursable expenses
Funding details can be found in Annex B, Part 3.	
Records Retention Period (“Records Retention Period”)	DFID - 7 years Other – If other, please specify: Click here to enter text.
Payment by	Electronic Transfer Other – If other, please specify: Click here to enter text.
Damage Calculation	<input checked="" type="checkbox"/> Not applicable Percentage: % per day

Professional Indemnity Insurance Amount (all sums in GBP)		<input type="checkbox"/> None
	Total Agreement Sum	Level of Cover Required (higher of)
<input type="checkbox"/>	0 – 10,000	100,000 or 10x Total Contract Sum
<input type="checkbox"/>	10,001 – 25,000	200,000 or 10x Total Contract Sum
<input type="checkbox"/>	25,001 – 100,000	500,000 or 5x Total Contract Sum
<input type="checkbox"/>	100,001 – 250,000	1,000,000 or 5x Total Contract Sum
<input type="checkbox"/>	250,001 – 500,000	2,000,000 or 4x Total Contract Sum
<input type="checkbox"/>	500,000 – 1,500,000	4,000,000 or 3x Total Contract Sum
<input type="checkbox"/>	Over 1,500,000	Must contact Contracts and Compliance for approval

This Agreement is governed by the laws of the Jurisdiction and the Parties submit to the jurisdiction of the courts of such place. This Agreement constitutes the entire agreement between the Parties. Any prior understanding, representation or warranty of any kind preceding the date of this Agreement is hereby superseded by this Agreement.

Signed for the Company:		Signed for the Subcontractor:	
Name:	Click here to enter text.	Name:	Click here to enter text.
Title/Role:	Click here to enter text.	Title/Role:	Click here to enter text.
Date:		Date:	

TO BE SIGNED FOR THE SUBCONTRACTOR:

The Subcontractor confirms that it has read, understood, and will comply with all the provisions of Annexes C (Part 3), E, and F. Further, the Subcontractor confirms that it will obtain a signed confirmation in this form from each individual or entity contracted by the Subcontractor to undertake any part of this Agreement.

Signed for the Subcontractor:

Name:	Click here to enter text.
Title/Role:	Click here to enter text.
Date:	

TERMS AND CONDITIONS

This Agreement is made and is in full force as of the Effective Date between the Company and the Subcontractor. The Company and the Subcontractor are collectively referred to as “the Parties”.

1. BACKGROUND

- 1.1 The Company requires the Goods and/or Services provided by the Subcontractor.
- 1.2 The Subcontractor has represented that it has the necessary expertise and skills to assist the Company.
- 1.3 Based on the Subcontractor’s representations, the Company has decided to engage the Subcontractor to provide services to the Company.
- 1.4 The Subcontractor has agreed to provide the services as defined in this Agreement for the consideration, and on the terms and conditions, contained in this Agreement.

2. ANNEXES, DEFINITIONS, AND INTERPRETATION

2.1 This Agreement is structured as follows:

Cover Sheet

Terms and Conditions

Annex A – Details of Representatives and Description of Goods and/or Services

Part 1 – Details of Representatives

Part 2 – Description of Goods and/or Services

Annex B - Payment

Part 1 – Payment Terms

Part 2 – Invoices and Taxes

Part 3 – Accounting Records

Part 4 – Rates

Annex C – Special Terms and Conditions

Part 1 – Insurance Requirements

Part 2 – Special Conditions

Part 3 – Anticorruption

Part 4 – Duty of Care

Annex D – Definitions

Annex E – Policies and Procedures

Annex F – Client Terms and Conditions

Part 1 – Standard Terms and Conditions

Part 2 – Special Conditions

- 2.2 The words used in this Agreement will be defined as set out in the Definitions at Annex D to this Agreement. If any word in Annex D is defined specifically within the Agreement, the definition within the Agreement will be controlling.
- 2.3 Within this Agreement, a reference to this Agreement or another instrument will include any variation, amendment, novation, or replacement of this Agreement or the instrument to which there is a reference.
- 2.4 If there is any inconsistency, whether express or implied from this Agreement or otherwise, between the Client Terms and Conditions (Annex F), the Terms and Conditions of this Agreement, and the Annexes of this Agreement, then the order of these documents as listed in this paragraph shall apply to resolve the discrepancy, ambiguity, or inconsistency subject to any explicit changes to this priority set out in this Agreement.
- 2.5 In case of any ambiguities or inconsistencies in this Agreement not covered by this section, the Client Terms and Conditions, when applicable, followed by the requirement with the higher standard or which requires the higher performance or additional work or obligations will prevail.

3. ADMINISTRATIVE PROVISIONS

- 3.1 No rights or obligations of or services to be rendered by the Subcontractor under this Agreement will be assigned, transferred, or subcontracted to any third party without the prior written consent of the Company.
- 3.2 Any modification or amendments to this Agreement will only be made by the mutual agreement of the Parties, in a written document signed by both Parties.
- 3.3 In the event that the Subcontractor consists of more than one entity, then each of those entities is jointly and severally liable for the performance of the Subcontractor’s obligations under this Agreement.

- 3.4 A right under this Agreement will only be waived if the waiver is in writing and signed by the relevant Party. A waiver by either Party will not prejudice its rights in respect of any subsequent breach of this Agreement by the other Party.
- 3.5 Each provision of this Agreement will, unless the context otherwise necessarily requires, be read and construed as a separate and severable provision or part. If any provision or part is illegal, void, invalid or otherwise unenforceable for any reason then that provision or part will be severed and the remainder will be read and construed as if the severable provision or part had never existed.
- 3.6 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.
- 3.7 The following terms and conditions will survive the expiration or termination of this Agreement:
- a. Services (damages portion);
 - b. Joint and several liability;
 - c. Survival;
 - d. Intellectual Property;
 - e. Promotion and Publicity;
 - f. Confidentiality;
 - g. Data Protection;
 - h. Indemnity; and
 - i. Insurance and Duty of Care.

4. NOTICES AND DISPUTE RESOLUTION

- 4.1 Notices will be in writing and addressed to the other Party's Representative at the address specified in this Agreement or such other address as is subsequently notified in writing by the Party.
- 4.2 Notices will be deemed to have been received:
- a. If sent by courier or a form of posting requiring confirmation of delivery, the date of such delivery;
 - b. If sent by regular mail, on the third business day from the date mailed;
 - c. If hand delivered by 17h00 on a business day in the place of receipt, that business day, and otherwise the following business day in the place of receipt; or
 - d. If sent by email, delivery as demonstrated by no intimation having been received that the notice has not been received.
- 4.3 The Company and the Subcontractor will use their best efforts in good faith to settle amicably any dispute, controversy or claim in connection with this Agreement.
- 4.4 If no agreeable settlement can be found, the dispute, controversy, or claim shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim, or dispute.
- 4.5 The place of arbitration shall be the headquarters location of the Company at the time the claim is filed and the language of the arbitration will be English.
- 4.6 Should the claim involve a State, a State-controlled entity, or an intergovernmental organisation, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.

5. SERVICES

- 5.1 Save as otherwise directed in writing by the Company, the Subcontractor will provide the Services during the Term of this Agreement to the satisfaction of the Company and where any part of the Services is approved by the Client such work shall be deemed to be to the satisfaction of the Company.
- 5.2 The Subcontractor will:
- a. ensure its Personnel exercise the highest standard of Good Industry Practice;
 - b. ensure its Personnel are of good character;
 - c. when necessary, obtain at its cost appropriate visas and work permits for its Personnel and ensure that correct visas and work permits are in place whenever its Personnel are in the Recipient Country or Countries;
 - d. ensure its Personnel are adequately briefed and understand the environment and culture of the Recipient Country or Countries;

- e. notify the Company as soon as it becomes aware of any event, issue or circumstances which may adversely affect the performance of the Services;
 - f. comply with and ensure its Personnel comply with the provisions of Annex C and any documents referred to in such Annex; and
 - g. comply with and ensure its Personnel comply with all Legislative Requirements affecting the performance of the Services, including Data Protection Legislation and all Legislative Requirements, official protocols and procedures of the Recipient Country and the Subcontractor's country of registration.
- 5.3 The Subcontractor and its Personnel will at all times:
- a. keep accurate, systematic and up to date Records, including all invoices and other financial data and paperwork, relating to the performance of its obligations under this Agreement and in accordance with all requirements of the Head/Prime Contract;
 - b. retain copies of all Records for the Records Retention Period after termination or expiration of this Agreement;
 - c. allow all persons authorised in writing by the Company or the Client full access, at reasonable times, to premises occupied by the Subcontractor where the Services are being carried out, or where Records or Project Material are held or are available, and will permit such persons to inspect, audit, take extracts from and copy any information, or Project Material or Records, relating to the Services or the Project or this Agreement generally; and
 - d. provide all reasonable assistance requested by the Company or the Client for any administrative or statutory review or audit relating to this Agreement, the Goods and/or the Services.
- 5.4 The following additional provisions apply in connection with the Subcontractor's Personnel:
- a. The Subcontractor will ensure the persons in the Personnel List set out in Annex A perform the Services in accordance with the inputs set out in Annex A and the terms and conditions of this Agreement. The Subcontractor will not vary the Personnel List or replace anyone on the Personnel List without the Company's prior written approval which will not to be unreasonably withheld;
 - b. All Personnel will be vetted in accordance with Good Industry Practice and the requirements of the Business Partner Code of Conduct;
 - c. If a person in the Personnel List is unable for whatever reason to complete his/her engagement with the Subcontractor or terminates his/her engagement with the Subcontractor, the Subcontractor will as soon as possible replace that person at its own cost with a person of at least equivalent experience, ability and expertise approved in writing by the Company whose approval will not to be unreasonably withheld and, if required by the terms of the Head/Prime Contract, also approved in writing by the Client;
 - d. The Company, whether pursuant to a direction by the Client or in its own discretion, may direct the Subcontractor, at the Subcontractor's cost, to remove any person from the Project or from performing the Services. The Subcontractor accepts that the Company may not be in a position to provide reasons for this direction, and the Client and the Company will not be liable for any claim or costs in connection with the removal;
 - e. The Subcontractor, by engaging Personnel to perform part(s) of the Services, will not be relieved from any of its liabilities or obligations under this Agreement and will remain responsible for all Personnel and all work which is performed by them; and
 - f. The Subcontractor and its Personnel will not represent themselves as either the Client or the Company.
- 5.5 If unsatisfied with the quality or any other aspect of any part of the Services or any Project Material because the Services or Project Material do not comply with this Agreement (including without limitation Annex A), the Company may, at its sole discretion, amend or reject any such part of the Services or Project Material, or request amendment by the Subcontractor and it will give the reasons for such rejection or request for amendment. If required to do so by Company, the Subcontractor will correct or amend such part of the Services or the Project Material, at its own cost, within the time period that is specified by the Company in writing which will be a reasonable time period under the circumstances.
- 5.6 Where the Subcontractor fails to meet any deadline or milestone for any aspect of the Services, whether due to the rejection of or request for amendment to any part of the Services or Project Material by the Company, or for any other reason (save where the Company determines that a Force Majeure Event has occurred) the Subcontractor will be liable to pay damages to the Company as compensation for the delay, unless the Cover Sheet lists Damages Calculation as 'Not Applicable'.
- 5.7 Where the Company requires the Subcontractor to pay damages, the amount will be a daily rate calculated on the basis of the percentage set out in the Damages Calculation field of the Cover Sheet to this

Agreement, applied to that part of the Total Agreement Sum that relates to the Services in question. The damages will be payable beginning after the day the services were due up until the Services in question are performed in full in accordance with the terms of this Agreement.

5.8 All contact, communication, and dealings with the Client and its representatives in relation to the Project will be through the Company and not directly through the Subcontractor or any of its Personnel unless the Company agrees otherwise with the Subcontractor in writing.

6. HEAD/PRIME CONTRACT

6.1 The Subcontractor acknowledges that the Head/Prime Contract requires that this Agreement adequately protects the interests of the Client and ensures compliance with the Client's policies and other requirements.

6.2 The Subcontractor accepts, and will follow, and comply fully with, and will assist the Company in complying fully with all the Client Terms and Conditions (Annex F) in relation to itself and the Services or any work undertaken or actions taken pursuant to this Agreement and insofar as such terms and conditions are applicable to the Subcontractor and the Services and in addition to the other terms of this Agreement.

6.3 Where the Client Terms and Conditions are amended or updated at any time, the amended or updated version will apply to this Agreement provided the Company has informed the Subcontractor of the amendment or updating.

6.4 The Subcontractor will ensure that all its employees, contractors, subcontractors, and Personnel generally are bound by and comply with the terms of this clause.

6.5 The Subcontractor acknowledges the right of the Client to:

- a. enforce any of the obligations of the Subcontractor under this Agreement against the Subcontractor directly or indirectly;
- b. exercise all rights of the Client in the Head/Prime Contract in relation to this Agreement; and
- c. exercise all the rights of the Company set out in this Agreement.

7. WARRANTIES AND REPRESENTATIONS

7.1 The Subcontractor warrants, represents and undertakes for the duration of the Term that:

- a. it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Subcontractor's obligations under this Agreement;
- b. at the Effective Date no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement and that it will use its best endeavours to ensure that no conflict of interest arises in relation to the performance of any aspect of this Agreement;
- c. it has full corporate power and authority to enter into, perform and observe its obligations under this Agreement;
- d. its Personnel have the necessary experience, skill, knowledge, qualifications, expertise and competence to perform the Services;
- e. it has and will continue to have all necessary rights in, and to, the Subcontractor's software or the third party software or any other materials required to perform the Subcontractor's obligations under this Agreement;
- f. all statements and representations made to the Company by the Subcontractor prior to, or in, this Agreement are to the best of its knowledge, information and belief true and accurate and that it will advise the Company of any fact, matter or circumstance of which it may become aware which might render any such statement or representation false or misleading;
- g. the Subcontractor will immediately notify the Company if at any time it becomes aware that a warranty or representation given by it under this Agreement has been breached, is untrue or is misleading; and
- h. where this Agreement is terminated prior to the completion of the Services (for whatever reason) the Subcontractor will supply all necessary information and explanation required by the Company in relation to the Services provided and any software used by the Subcontractor to enable the Company to use and complete the Services.

8. POLICIES AND PROCEDURES

8.1 The Subcontractor confirms that it has been made aware of, has read and understood and will comply with in full all the policies and procedures listed or referred to in Annex E.

8.2 Where the Subcontractor is notified of any changes in such policies and procedures it will ensure that its Personnel are duly updated.

- 8.3 The Subcontractor will also comply with and follow any Standard Operating Procedures and Guidelines, Procedural Manuals, Safety and Security Plans, or any other policies and procedures for the Project when required to do so by the Company.
- 8.4 The Subcontractor will immediately inform the Company if the Subcontractor becomes aware of any information indicating that any action in breach of the terms of this clause has been committed or may possibly be committed.
- 8.5 The Subcontractor will include the terms and requirements of Annex E in all subcontracts or other contracts the Subcontractor makes in connection with this engagement to ensure that all individuals and other entities contracted by the Subcontractor comply with the terms of this clause.
- 8.6 The Company will be entitled to require the Subcontractor to provide reasonable evidence that it is complying with the obligations in this clause.

9. PAYMENT

In consideration of the Subcontractor providing the Services, the Company will pay the Subcontractor in accordance with the payment details set out in Annex B.

10. PROJECT MATERIAL

The Subcontractor will:

- 10.1 ensure the safekeeping and maintenance of the Project Material including being responsible for preserving its integrity and preventing its corruption or loss;
- 10.2 not delete or remove any proprietary notices contained within or relating to Project Material;
- 10.3 not store, copy, disclose, or use Project Material except as necessary for the performance by the Subcontractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Company;
- 10.4 use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete malicious software from its ICT environment;
- 10.5 notwithstanding the above, if malicious software is found, cooperate with the Company to reduce the effect of the malicious software and, particularly if malicious software causes loss of operational efficiency or loss or corruption of Project Material, assist to mitigate any losses and to restore the Services to their desired operating efficiency. Any costs arising out of the actions of the Parties taken in compliance with the provisions of this clause will be borne by the Subcontractor except where the source of the malicious software is shown to be the Company;
- 10.6 perform secure back-ups of all Project Material and will ensure that up-to-date back-ups are stored at a secondary location, in accordance with any requirements of the Head/Prime Contract, and also in accordance with any other similar rules or procedures of the Company confirmed in writing to the Subcontractor. The Subcontractor will ensure that such back-ups are available to the Company at all times, upon request;
- 10.7 ensure that the system on which the Subcontractor holds any Project Material, including back-up data, is a secure system that complies with the requirements of the Prime/Head Contract and any other similar rules or procedures of the Company confirmed in writing to the Subcontractor;
- 10.8 where Project Material is corrupted, lost, or sufficiently degraded so as to be unusable when under the control of the Subcontractor, and on written request from the Company:
 - a. at the Subcontractor's expense, restore or procure the restoration of the Project Material as soon as practicable but not later than seven (7) days following the written request from the Company; and/or
 - b. reimburse the Company for all reasonable expenses incurred by the Company in restoring or procuring the restoration of the Project Material.
- 10.9 if at any time the Subcontractor suspects or has reason to believe that Project Material has or may become corrupted, lost or degraded in any way, notify the Company immediately and inform the Company of the remedial action the Subcontractor proposes to take; and
- 10.10 at the expiration or termination of this Agreement, deliver to the Company or as directed by the Company, all Project Material and other property of the Company and the Client, which is in the Subcontractor's possession or control.

11. INTELLECTUAL PROPERTY

- 11.1 All Intellectual Property rights in all Project Material produced by the Subcontractor or the Subcontractor's Personnel pursuant to the performance of the Services (whether alone or in conjunction with others) shall be the property of the Company (or the Client if so directed by the Company).
- 11.2 Any Pre-existing Intellectual Property is the property of the Subcontractor. In the event the Subcontractor includes any Pre-existing Intellectual Property in any Project Material the Subcontractor will clearly identify

such Pre-existing Intellectual Property to the Company and the Subcontractor provides the Company and the Client with a perpetual, non-exclusive, worldwide, royalty-free, transferrable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate the Pre-existing Intellectual Property for the purpose of conducting or completing the Project, any extension or later phase of the Project, or any related programme.

- 11.3 The Subcontractor agrees, upon the Company's request and at the Company's expense, to provide reasonable cooperation and assistance in the prosecution, defence and maintenance of any Intellectual Property Rights (IPR) relating to any Project Material. The Subcontractor will treat all Project Material as Confidential Information unless Clause 13.7 applies. Upon the completion or termination of the Services, the Subcontractor will promptly turn over to the Company all Project Material developed in the course of providing the Services.
- 11.4 The Subcontractor undertakes to complete and sign all documentation and do all things necessary to evidence ownership and copyright.
- 11.5 The Subcontractor may not publish, exhibit, or lecture on matters directly relating to the Services unless the Subcontractor first obtains the Company's prior written consent, which will not be unreasonably withheld. The Company and/or the Client specifically reserves the right to use for any purpose, to reproduce, use, and disseminate all or part of any paper written utilising data generated from this Agreement or the Services and any such written paper will be treated as an Project Material.
- 11.6 The Subcontractor will ensure that no part of any Project Material will contain Third Party Material without first obtaining the written permission of the IPR owner to use such data or material and any such data or material will clearly be identified to the Company by the Subcontractor prior to or at the time of delivery to the Company.

12. PROMOTION AND PUBLICITY

- 12.1 The Subcontractor will not, without prior written approval of the Company, make or issue any Promotional Material except to the extent required by law. Prior approval will not be unreasonably withheld.
- 12.2 The Subcontractor will submit the request for approval of Promotional Material at least 30 days prior to the intended publication or promotion. If the Company determines that any amendments are necessary to the Promotional Material, the Subcontractor will make these amendments and submit amended Promotional Material to the Company for approval.
- 12.3 The Subcontractor must ensure that all Promotional Material is accurate and not misleading in any way and complies with all requirements of the Head/Prime Contract.

13. CONFIDENTIALITY

- 13.1 The Parties acknowledge that during the Term of this Agreement the Parties and their Personnel may become acquainted with or have access to Confidential Information and they agree to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to, or use by, any other person, firm, or company. The Parties will ensure compliance with this obligation by their respective Personnel.
- 13.2 The Parties will not disclose or use any Confidential Information except to the extent that such disclosure or use:
 - a. is strictly necessary for the performance of the Services;
 - b. is required by Legislative Requirements or is reasonably required for legal proceedings;
 - c. is authorised by prior written approval from the Party who owns the Confidential Information; or
 - d. already is or comes into the public domain otherwise than through a Party's unauthorised disclosure or that of any of its Personnel.
- 13.3 The Parties and their Personnel will not use any Confidential Information received otherwise than for the purposes of this Agreement.
- 13.4 The Parties will only disclose Confidential Information to Personnel who are directly involved in the provision of the Services and who need to know the information and the Parties will ensure that such Personnel are aware of, and will comply with, these obligations and will sign any required confidentiality undertakings provided by the Company, the Subcontractor, and/or the Client on request.
- 13.5 If a Party is required to disclose Confidential Information due to Legislative Requirements or legal proceedings, it will provide reasonable notice of such disclosure to the other Party.
- 13.6 The Parties agree that this obligation applies during the Term and after termination of the Agreement.
- 13.7 Confidential Information excludes:
 - a. Information in the public domain prior to its disclosure to a party or material which enters into the public domain after disclosure otherwise than by default of the receiving party;

- b. Information known to the recipient of the information by action of a third party not in breach of any obligation of confidentiality to the provider of the information;
- c. Information in the recipient's possession before receipt from the provider and which was not acquired directly or indirectly from the provider; or
- d. Information independently developed by or for the recipient at any time, independently of the Confidential Information disclosed to it by the provider.

14. DATA PROTECTION

- 14.1 The Parties agree to take all reasonable steps to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Agreement.
- 14.2 The Parties will:
 - a. observe the privacy principles in any Data Protection Legislation in the Recipient Country and also the countries of their respective registrations;
 - b. not disclose, use or hold any Personal Data in breach of any Data Protection Legislation; and
 - c. indemnify each other and the Client for any Loss due to any breach of any Data Protection Legislation.
- 14.3 The Parties consent to the holding, processing, and accessing of Personal Data by either Party relating to either Party or its Personnel for all purposes relating to the performance of this Agreement including, but not limited to, transferring such Personal Data to any country or territory.

15. NO EMPLOYMENT OR AGENCY

- 15.1 Nothing contained in this Agreement will be construed or have effect as constituting any relationship of employer and employee between the Company and the Subcontractor.
- 15.2 Nothing in this Agreement will constitute the Subcontractor as acting as an agent of the Company. The Subcontractor will not have any right or power whatsoever to contract on behalf of the Company or bind the Company in any way in relation to third parties unless specifically authorised to do so by the Company and the Subcontractor will not hold itself out as having any such authority.
- 15.3 Nothing contained in this Agreement will constitute a partnership or joint venture between the Company and the Subcontractor.

16. INDEMNITY, DUTY OF CARE, AND INSURANCE

- 16.1 The Subcontractor will indemnify and keep indemnified the Company, and the officers, employees, and agents of the Company, from and against any loss, damages, expenses or costs, including costs of any settlement, arising from any Claim or any Loss suffered or incurred, including personal injury, death, legal costs and expenses, and the cost of time and resources arising from or as a consequence of:
 - a. a breach of the terms of this Agreement;
 - b. any third party claims relating to this Agreement except where such claims are made due to a negligent act or omission of the Company;
 - c. any negligence by the Subcontractor or its Personnel in connection with the Services and/or this Agreement;
 - d. a breach of warranty or representation, statutory duty, and/or tortious or illegal acts or omissions by the Subcontractor or its Personnel;
 - e. a claim made against the Company by any Subcontractor's Personnel in respect of any breach of the terms of this Agreement or any Legislative Requirements concerning remuneration, income tax, worker's compensation, annual leave, long service leave, pension or superannuation or any award, determination or agreement of a competent industrial tribunal; or
 - f. any penalty imposed for breach of any Legislative Requirement in connection with the provision of the Services by the Subcontractor.
- 16.2 The Subcontractor has responsibility for and indemnifies the Company in respect of any tax, employee pension, and/or social security payments or similar payments whether payable in the Recipient Country or elsewhere relating to its Personnel together with any interest or penalties, costs or expenses incurred or arising out of or in connection with any such payments.
- 16.3 The obligations of the parties in relation to Duty of Care and Insurance are set out in Annex C.

17. TERMINATION

- 17.1 Termination for breach or Insolvency Event
The Company may, without prejudice to any other rights which the Company may have, terminate the whole or part of this Agreement by written notice to the Subcontractor, to be effective from the date specified in the notice, if:

- a. an Insolvency Event occurs in relation to the Subcontractor;
- b. the Company is dissatisfied with the Services provided; in the case of termination due to dissatisfaction with the Services, notice will be given including the reasons for dissatisfaction and such notice will state the actions required by the Subcontractor to remedy any dissatisfaction with the Services and the time in which it must be completed or the Agreement will be terminated; where such dissatisfaction is not subsequently remedied within the time period specified, the Company shall be entitled to confirm termination of this Agreement by written notice to the Subcontractor;
- c. other than as set out in subclause b) above, the Subcontractor breaches a provision of this Agreement and, if the breach is capable of being remedied, does not remedy such breach within 5 working days from the date of written notice by the Company to the Subcontractor requiring the breach to be remedied;
- d. the Subcontractor or its Personnel behave in a way that is fundamentally inconsistent with the conduct of a technical professional including serious misconduct, or conduct in private life that is likely to bring the Company into disrepute;
- e. the Subcontractor or any of its Personnel is convicted of a criminal offence; or
- f. the Subcontractor provides to the Company a clear indication that it will not or is unable to perform its duties under this Agreement.

17.2 Upon such termination for breach, the Company will:

- a. pay any outstanding invoices that relate to Services provided they are not in dispute with the Subcontractor (whether such invoice is tendered before or after the date of termination). The Company will also pay for any work done properly but not invoiced at the time the Company provides notice of termination on a pro rata basis (i.e. the proportion of the Inputs properly completed) but only where such payment is permitted pursuant to the terms of the Head/Prime Contract. No payment will be made where a Subcontractor milestone is not achieved or a deliverable has not been submitted or is not satisfactory; and
- b. be entitled to recover from the Subcontractor any Loss incurred by it as a result of the termination including all or a fair proportion, calculated on the basis of satisfactory delivery of Services, of any payment made to the Subcontractor in advance of delivery of the Services to which that payment relates.

17.3 Termination or suspension other than for breach or Insolvency Event

- a. The Company may terminate or suspend the whole or part of this Agreement where a direction is made by the Client, the Head/Prime Contract is terminated or suspended, or otherwise at its sole discretion.
- b. Termination or suspension made pursuant to this clause must be made by notice in writing to the Subcontractor and will be effective from the date specified in the notice.
- c. The lifting of any suspension of this Agreement will only take place if the Client confirms its agreement to the lifting of the suspension or if the Company considers that the reasons for the suspension no longer exist or have been dealt with satisfactorily by the Subcontractor in the reasonable judgement of the Company. In any such case the Company will confirm the lifting of the suspension to the Subcontractor in writing.

17.4 Upon such termination or suspension other than for breach or Insolvency Event:

- a. The Subcontractor will be entitled to payment for all work in respect of the terminated or suspended Services completed satisfactorily before the effective date of termination or suspension including Services which have not been invoiced;
- b. in respect of the terminated or suspended Services commenced before but not completed by the effective date of termination or suspension, payment for the work already performed on a pro rata basis but only where such payment is permitted pursuant to the terms of the Head/Prime Contract (this will not apply where a Subcontractor milestone is not achieved or a deliverable has not been submitted or is not satisfactory); and
- c. The Company will be entitled to recover from the Subcontractor any payment made to the Subcontractor in advance of delivery of the Services where those Services are not delivered due to termination pursuant to this Agreement.

17.5 Obligations on termination for whatever reason:

On termination of this Agreement or at any time at the request of the Company the Subcontractor will:

- a. immediately deliver to the Company, without making copies in any form (except where such copies are required due to relevant Legislative Requirements), all Project Material, on whatever media and

- wherever located, and also any keys and other property of the Company which are in the possession of or under the control of the Subcontractor;
- b. leave the Project and any Project offices as directed by the Company;
 - c. irretrievably delete any information relating to the business of the Company or the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in the possession of or under the control of the Subcontractor;
 - d. provide a signed statement that it has complied with fully with its obligations under this clause;
 - e. supply all necessary information and explanation required by the Company in relation to the Services provided and any software used by the Subcontractor to enable the Company to use and complete the Services; and
 - f. ensure that any Personnel of the Subcontractor comply with the terms of this clause.

18. FORCE MAJEURE

- 18.1 Neither party will be considered in breach of this Agreement to the extent that performance of their obligations is prevented by a Force Majeure Event. Upon occurrence of an event considered by the Subcontractor to constitute a Force Majeure Event, it will immediately notify the Company in writing and recommend options to overcome the effects of the event.
- 18.2 Upon receipt of the notice, the Company will make a determination, acting reasonably, as to whether the event or circumstance constitutes a Force Majeure Event and will promptly notify the Subcontractor of its determination in writing. Despite any determination by the Company, the Subcontractor will endeavour to overcome the Force Majeure Event and continue to perform its obligations under this Agreement as far as reasonably practicable, subject to the other terms of this clause.
- 18.3 If the Company determines that a Force Majeure Event has occurred the Company may suspend or terminate the whole or part of this Agreement by written notice to the Subcontractor. Where this Agreement is suspended pursuant to this clause, the Parties will work together to agree any steps to be taken and an appropriate timetable to enable continued provision of the Services affected by the Force Majeure Event.
- 18.4 Nothing in this clause shall oblige the Company to determine that a Force Majeure Event has occurred if the Client is not also willing to determine that a Force Majeure Event has occurred pursuant to the Head/Prime Contract, and the Company will be deemed to be 'acting reasonably' in accordance with Clause 18.2 should the Client make a determination accordingly.
- 18.5 The Company shall be entitled to give notice to the Subcontractor that a Force Majeure Event has occurred without receiving notice from the Subcontractor and in such case the terms of this clause shall apply.
- 18.6 Where this Agreement is terminated or suspended pursuant to this clause, the Subcontractor will be entitled to payment in accordance with the terms outlined in this Agreement and the terms of clause 17 (Termination) shall apply.

19. NON-SOLICITATION

During the term of this Agreement and for 12 months following expiration or termination, neither Party will, without the consent of the other Party, solicit or otherwise attempt to persuade any Personnel of the other Party to cease working for the other Party.

Annex A – Details of Representatives and Description of Goods and/or Services

Part 1: Details of Representatives (as many as needed)

COMPANY CONTACT DETAILS	
CONTACT 1	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.
CONTACT 2	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.
CONTACT 3	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

SUBCONTRACTOR CONTACT DETAILS	
CONTACT 1	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.
CONTACT 2	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.
CONTACT 3	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

Part 2 – Description of Goods and/or Services

Description

TOR to be added (use T07s / any additional workplans)

Responsibilities of the Subcontractor

TBC

Subcontractor Deliverables/Outputs/Milestones

TBC (will usually follow structure of budget)

Subcontractor Personnel List

Name	Role/Position/Input	Total Amount of Input in-Country in days (if applicable)	Daily Rate (if applicable)
PLEASE UPDATE	PLEASE UPDATE	PLEASE UPDATE	PLEASE UPDATE
PLEASE UPDATE	PLEASE UPDATE	PLEASE UPDATE	PLEASE UPDATE
PLEASE UPDATE	PLEASE UPDATE	PLEASE UPDATE	PLEASE UPDATE
PLEASE UPDATE	PLEASE UPDATE	PLEASE UPDATE	PLEASE UPDATE
PLEASE UPDATE	PLEASE UPDATE	PLEASE UPDATE	PLEASE UPDATE

Responsibilities of the Company

None

Annex B – Payment

Part 1: Payment Terms

The total sum to be paid to the Subcontractor for the Services shall not exceed the Total Agreement Sum.

Dates for payment are as set out in Part 3: Rates.

All reimbursable expenses that are to be reimbursed must be pre-approved in writing by the Company. No costs that are not pre-approved in writing will be reimbursed. In addition, for reimbursement, a valid expense claim must be provided accompanied by full supporting documentation.

Payment will be made in accordance with this Agreement.

Amounts are in the Agreement Currency as indicated on the Cover Sheet. The Subcontractor will be entirely responsible for all risks arising out of currency fluctuations associated with this Agreement.

Payments to the Subcontractor's Personnel for salary, allowances, bonuses, taxes, insurances, superannuation, non-working days and all other overheads and expenses of whatsoever nature that may be incurred including, but without limitation, payment for vaccinations and malaria tablets and similar, except those otherwise specifically provided for in this Agreement, are the sole responsibility of the Subcontractor.

Unless otherwise specified by the Company in writing, timesheets will be submitted in accordance with Project procedures for each of the Subcontractor's Personnel. Additional details will be provided in the Operations Manual for the Project.

The Subcontractor will not be entitled to payment of an invoice unless and until:

- a) The deliverable items for which payment is claimed have been achieved or completed in accordance with the terms of this Agreement and also to the satisfaction of the Company and the Client; and
- b) All Project Material (and timesheets, if applicable) for that part of the Services for which payment is claimed has been submitted to and approved by the Company.

Any payment by the Company is payment on account only and not evidence of the Subcontractor's compliance with this Agreement, an admission of liability, or acceptance by the Company of the Services.

If the conditions for payment are met and all terms of this Agreement are complied with, the Company will make payment within 30 days of receipt of a valid and correct invoice.

The Subcontractor consents to the Company deducting from moneys otherwise due to the Subcontractor any overpayment previously made, any moneys due from the Subcontractor and any claim to money which the Company may have against the Subcontractor, whether for damages or otherwise.

Where it is found that any overpayment has been made to the Subcontractor the Company may also require reimbursement of such overpayment within 21 days of written demand.

The Subcontractor must provide the Company with the details of a bank account that accepts deposits in the Agreement Currency. Where the Agreement Currency and the Subcontractor's account currency differ, the exchange rate will be that of the date of the transfer.

Part 2: Invoices and Taxes

Unless otherwise provided in this Agreement, all taxes, duties, and charges imposed or levied in connection with the performance of this Agreement will be borne by the Subcontractor.

Payment of any invoice by the Company is subject to the Subcontractor providing a valid and correct invoice to the Company. A valid invoice will be in writing, contain the details of the services provided including unit, unit rate, taxes, and any other information to be able to describe the services and charges in sufficient detail.

The amount of any VAT (or Sales Tax or similar) payable by the Company under this Agreement will be shown as a separate item on the invoice, together with the method of calculation.

The Subcontractor acknowledges that the Company will withhold any taxes which it is required by Legislative Requirements to withhold.

The Subcontractor acknowledges that it has not received any taxation advice from the Company and understands that all its taxation obligations remain the responsibility of the Subcontractor.

The Company may require the Subcontractor to provide additional information to assist the Company to determine whether an amount is payable. The payment term will be 30 days after the Subcontractor has provided the additional information to the Company's satisfaction.

Invoices shall be submitted to:

Operations Manager, with Operations Associate in cc

Part 3: Rates

For daily rate or time and consumables contracts

- Applicable
- Not applicable

ITEM	TERMS		
Payment Dates	Payment will be made on a monthly basis for each input, at the end of the month.		
Total Input and Daily Rate for Subcontractor Personnel	Name TBC	Rate TBC	Max. No. of days TBC
Input Term	The Company is not obliged to pay the maximum number of days if they are not worked for whatever reason.		
Per Diems/Subsistence (Note: Per Diems do not require production of receipts. Claims for subsistence payments do require production of receipts.)	<input type="checkbox"/> Per Diem payable <input checked="" type="checkbox"/> Per Diem not payable Per Diem Rate: NA <input type="checkbox"/> Subsistence payable <input type="checkbox"/> Subsistence not payable Detailed rules and requirements for claiming Per Diems/Subsistence payments are contained in the Operations Manual for the Project (which will be made available to the Subcontractor).		
Travel and other Project related costs and expenses	Subject to the Subcontractor complying with all Project rules and procedures relating to such costs and expenses, the following costs and expenses are fully paid for by the Company <input type="checkbox"/> and are included in the Total Agreement Sum: <input type="checkbox"/> and are in addition to the Total Agreement Sum: <input type="checkbox"/> International Air Travel <input type="checkbox"/> Domestic Air Travel <input type="checkbox"/> TBC <input type="checkbox"/> TBC <input type="checkbox"/> TBC		
Rules and procedures for recovery of costs and expenses	The rules and procedures for recovery of costs and expenses are set out in the Operations Manual for the Project. All travel and accommodation is to be booked and paid through the Company (unless otherwise agreed in writing). Save as set out in the Operations Manual, all costs and expenses must be approved in advance in writing by the Company.		

For milestone based contracts

Applicable

Not applicable

ITEM	TERMS
Payment Terms	Payment will be made on completion of the milestones listed below in accordance with the terms of this Agreement.
Payment Date	Milestone
	TBC
	TBC
	TBC
Per Diems/Subsistence (Note: Per Diems do not require production of receipts. Claims for subsistence payments do require production of receipts.)	<input type="checkbox"/> Per Diem payable <input checked="" type="checkbox"/> Per Diem not payable Per Diem Rate: NA <input type="checkbox"/> Subsistence payable <input type="checkbox"/> Subsistence not payable Detailed rules and requirements for claiming Per Diems/Subsistence payments are contained in the Operations Manual for the Project (which will be made available to the Subcontractor).
Travel and other Project related costs and expenses	Subject to the Subcontractor complying with all Project rules and procedures relating to such costs and expenses, the following costs and expenses are fully paid for by the Company <input type="checkbox"/> and are included in the Total Agreement Sum: <input type="checkbox"/> and are in addition to the Total Agreement Sum: <input type="checkbox"/> International Air Travel <input type="checkbox"/> Domestic Air Travel <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Other
Rules and procedures for recovery of costs and expenses	The rules and procedures for recovery of costs and expenses are set out in the Operations Manual for the Project. All travel and accommodation is to be booked and paid through the Company (unless otherwise agreed in writing). Save as set out in the Operations Manual, all costs and expenses must be approved in advance in writing by the Company.

Annex C – Specific Terms and Conditions

Part 1: Insurance Requirements

ITEM	REQUIREMENT
Public Liability Insurance	<p>The Subcontractor will take out before the Effective Date and maintain throughout the Term of this Agreement a Public Liability Insurance Policy. The Policy must cover:</p> <ol style="list-style-type: none"> 1. an amount in respect of any one claim or series of claims arising from the one original cause of not less than 3 million GBP; and 2. the Subcontractor, in respect of liability to the Company and third parties, if any, and cover the Company against liability to third parties in respect of any claim for loss of or damage to property or death or injury to any person arising out of or as a consequence of any act or omission of the Subcontractor.
Professional Indemnity Insurance	<ol style="list-style-type: none"> 1. The Subcontractor will take out a professional indemnity policy before the Effective Date and maintain that policy for the Term of this Agreement and for a further period of 6 years thereafter. 2. The policy will have a total aggregate cover of not less than the Professional Indemnity Insurance Amount as indicated on the Cover Sheet. 3. The policy will include provisions for one automatic reinstatement of the sum insured and for loss of documents. 4. The Company may request evidence of the maintenance of the professional indemnity insurance at any time during the Term and also during the 6 years after the Term of this Agreement and the Subcontractor will provide such evidence within 7 days of the request.
Insurance of Workers	<ol style="list-style-type: none"> 1. The Subcontractor will take out before the Effective Date adequate insurance to fully cover it against any amount it may become liable to pay for death or injury to persons employed by the Subcontractor, including liability by statute and at common law and will maintain that policy for the Term of this Agreement. 2. The Subcontractor will take out adequate medical and dental insurance for its Personnel who are engaged to operate outside their country of permanent residence. 3. The Subcontractor will take out adequate insurance for emergency and medical evacuation for all its Personnel engaged to operate outside their country of permanent residence. 4. The policy will, where permitted by Legislative Requirements, be extended to indemnify the Company for any statutory liability on the part of the Company for persons employed by the Subcontractor.
Country requirements	<p>The Subcontractor will comply at all times with the Legislative Requirements of the Country in which it is incorporated relating to insurance. Where the Legislative Requirements of such Country require certain insurances to be taken out for any of the Subcontractor's Personnel working in a different Country or where there are Legislative Requirements of the Recipient Country, it will be the Subcontractor's responsibility to take out such insurances and comply with all such Legislative Requirements in respect to all its Personnel on this Project. The onus is on the Subcontractor to make itself aware of the requirements of such insurance and all such Legislative Requirements.</p>
Evidence of Insurance	<p>The Company may request evidence of any insurance policy at any time during the Term of this Agreement and the Subcontractor will provide such evidence within 7 days of the request.</p> <p>Failure by the Subcontractor to maintain all necessary insurances, will entitle the Company to terminate this Agreement immediately in accordance with clause 17.</p>

In the event of an insurance claim any deductible/excess payable in respect of the above insurance policies shall be the responsibility of the Subcontractor.

Part 2: Special Conditions

- a) The Subcontractor represents and warrants that neither it nor any of its Personnel is engaged in any practice inconsistent with the rights set forth in the Convention of the Rights of the Child which requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.
- b) The Subcontractor further warrants that neither it, nor any of its Personnel is engaged in the sale or manufacture of antipersonnel mines or of components used in the manufacture of such mines.
- c) The Subcontractor further warrants that neither it, nor any of its Personnel is engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the Goods and/or Services being provided to the Company under this Agreement.
- d) The Subcontractor further warrants that neither it, nor any of its Personnel is involved in the transportation or provision of services of human beings for purposes deemed illegal in either the country of origin, sale or delivery of the Goods and/or Services being provided under this Agreement.
- e) The Subcontractor further warrants that neither it, nor any of its Personnel is engaged either directly or indirectly in terrorism, or in the finance or support to terrorists.
- f) The Subcontractor will undertake its best effort to ensure that payments provided by the Company under the Agreement do not provide direct or indirect support or resources to entities and individuals as may be proscribed under the relevant international and national counter-terrorism legislation and regulations, and are not diverted to support drug trafficking.
- g) The Subcontractor warrants to pay all taxes, duties and charges imposed or levied in the country of which the Subcontractor is registered and/or in the country in which it is operating, and all taxes, entitlements, other statutory charges and/or any other amount payable to its Personnel in the relevant jurisdiction.
- h) The Subcontractor warrants that neither it, nor any of its Personnel, is engaged in anti-discriminative behaviours on basis of gender, religion and/or ethnicity.
- i) The Subcontractor warrants that it will engage in environmentally sustainable development, promoting conservation and sustainable use of natural resources, conservation of biodiversity and heritage sites, and disaster risk reduction planning, ensuring it is compliant with environmental protection legislation.
- j) The Subcontractor further warrants that it, and its Personnel, will adhere to workplace health and safety legislative requirements and in doing so, will focus on actions to prevent harm or ensure reasonable care of representatives.
- k) The Subcontractor warrants to promote gender equity and inclusive development ensuring that persons with disabilities, and other disadvantaged or vulnerable groups, are considered in the workplace and in delivering the Services.
- l) The Subcontractor warrants that neither it, nor its Personnel, is engaged in any political activity in the Recipient Country that may negatively impact on this Agreement.
- m) The Subcontractor warrants that neither it nor its Personnel engage in or support trafficking activities, procuring of commercial sex acts or using forced labour; is aware of regulatory prohibitions in the jurisdictions they are engaged; and agrees to develop project specific Trafficking in Persons (TIP) Compliance Plans where government regulations mandate.
- n) The Subcontractor shall ensure that its Personnel are expressly bound by and respect the provisions of this Part 2 of Annex C.
- o) Any breach of this Annex shall entitle the Company to terminate this Agreement and suspend payments that may be due, without liability for termination charges or any other liability of any kind for the

Company.

Part 3: Anticorruption

The Subcontractor hereby represents, warrants, and certifies that:

- a) In carrying out its responsibilities under this Agreement, the Subcontractor and its directors, officers, employees, representatives, or other third parties acting on its behalf, have not and shall not pay, offer or promise to pay, or authorise the payment, directly or indirectly through any other person or entity, of any monies or anything of value to:
 - i. Any person or firm employed by, or acting for or on behalf of, any customer or potential customer, whether private or governmental, for the purposes of inducing or rewarding favourable action by the customer or potential customer in any commercial transaction;
 - ii. Any person or firm employed by, or acting for or on behalf of, any governmental entity (including state-owned or controlled entities or public international organisations) for the purposes of inducing or rewarding any action, or the withholding of any action, by such entity in any governmental matter; and
 - iii. Any governmental official or employee (including employees of state-owned or controlled entities or public international organisations), political party or official of such party, or any candidate for political office, for the purposes of inducing or rewarding favourable action (or the withholding of action) or the exercise of influence by such official, party, or candidate in any commercial transaction or in any governmental matter.
- b) The Subcontractor shall conduct all activities related to this Agreement in a fair, honest, and transparent manner.
- c) The Subcontractor represents, warrants, and certifies that the Subcontractor has read and understands the Company provided Business Partner Code of Conduct. The Subcontractor agrees to be bound by the Business Partner Code of Conduct and to operate in a manner fully consistent with the letter and spirit of the Business Partner Code of Conduct. The Subcontractor agrees to inform its Personnel involved in activities related to this Agreement of the requirements of the Business Partner Code of Conduct.
- d) The Subcontractor represents, warrants, and certifies that the Subcontractor has adopted a policy to prevent corruption (“anticorruption policy”) in the conduct of business and enforces this policy. The Subcontractor further represents, warrants, and certifies that the Subcontractor has informed its Personnel, suppliers, and other individuals or entities with whom the Subcontractor does business, of its anticorruption policy. The Company may request evidence of the anticorruption policy at any time during the Term of this Agreement and the Subcontractor will provide such evidence within 7 days of the request.
- e) The Subcontractor shall immediately inform the Company if the Subcontractor becomes aware of any information indicating that any action in breach of this Part 3 has been committed or has been requested or otherwise suggested by any person, including a Public Official or private individual, in connection with this Agreement.
- f) Unless otherwise disclosed in writing to the Company, the Subcontractor represents, warrants, and certifies that neither the Subcontractor, individuals employed by the Subcontractor, nor their immediate family members, are Public Officials. The Subcontractor shall immediately notify the Company in advance if any of the above become a Public Official.
- g) The Subcontractor shall include these, or substantially similar, anticorruption provisions in all subcontracts or other agreements the Subcontractor makes in connection with this Agreement.

Part 4: Duty of Care

- a) All Subcontractor Personnel or contractors engaged pursuant to this Agreement will come under the duty of care of the Subcontractor.

- b) The Subcontractor will be responsible for all security arrangements and the Company accepts no responsibility for the health, safety and security of individuals or property whilst performing under this Agreement.
- c) The Subcontractor will take out and maintain throughout the Term of this Agreement insurance cover as required by Annex C, Part 1.
- d) The Subcontractor will proactively manage risks associated with performing the Services and shall provide evidence of such management of risk to the Company on reasonable request.
- e) The Subcontractor and its Personnel will also comply with and follow any Standard Operating Procedures for the Company where specifically requested to do so by the Company.

Annex D: Definitions

The words used in this Agreement will be defined as presented in this Annex. If any word in this Annex is defined specifically within the body of this Agreement, the definition within the Agreement will be controlling.

The following terms or expressions used in this contract have the stated meanings:

“Agreement” means this document (including the Cover Sheet, Terms and Conditions, all Annexes and all attachments to this document) as may be amended or supplemented by the Parties from time to time in writing;

“Business Day” means a day that is not an accepted non-work day, public holiday, special holiday, or bank holiday or otherwise in the jurisdiction in which this Agreement is to be fulfilled;

“Business Partner Code of Conduct” means the document listed in Annex E entitled “Business Partner Code of Conduct”.

“Claim” means any claim, action, proceeding, demand, prosecution, judgement, damage, loss, cost, expense, fine, penalty or liability whatever incurred or suffered by or brought or made or recovered against a person or any company or other form of entity and however arising (whether presently ascertained, future or contingent);

“Confidential Information” means company proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business information, research, marketing, technical, financial information, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, and any other information relating to its personnel, clients, customers, affiliates, or agents disclosed to one Party or its personnel by the other Party either directly or indirectly;

“Data Protection Legislation” means all applicable laws relating to the processing of Personal Data and privacy;

“Day” means calendar day of 24-hours computed without regard for non-work days, holidays, or other exceptions;

“Deliver” means hand over to, at the place specified in the Agreement, and acceptance of the item, whether it be a Good, a Service, a Premises, or other deliverable, by the Subcontractor or Company at that place and delivery has a comparable meaning;

“Force majeure” means unforeseen events not within the control of either Party, including but not limited to, laws or regulations, strikes, lock-outs or industrial disturbances, acts of terrorism, wars, whether declared or not declared, blockades, embargoes, insurrection, riots, civil disturbances, explosions, epidemics, landslides, earthquakes, storms, lightning, floods and washouts;

“Good Industry Practice” means the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from an expert supplier of services similar to the Services, such supplier seeking to comply with its contractual obligations in full and complying with all applicable Legislative Requirements;

“Goods” means any item or tangible thing provided, or to be provided, to the Company by the Subcontractor (or any of the Subcontractor’s subcontractors) pursuant to or in connection with the Agreement including, but not limited to, the materials, plant, equipment or other supplies stated in the Agreement. Where the context requires, the term “Goods” also includes “Services” as ordered in this Agreement and any ancillary services in relation to supply of goods;

“Insolvency Event” means the Subcontractor:

- a. goes into liquidation;
- b. has a liquidator, receiver or official manager appointed to it;
- c. becomes bankrupt;
- d. enters into a scheme of arrangement with creditors;
- e. becomes unable to pay the Subcontractor’s debts as they become due; or

- f. is insolvent or enters into or is subject to anything which has a similar purpose or effect to any of the above.

“Invoice” means an invoice that complies with all relevant laws in the country in which the Goods and/or Services are delivered;

“Intellectual Property” means rights including, but not limited to, patents, copyrights, and trademarks, with regard to Goods and/or Services and other materials which bear a direct relation to or are produced, prepared, or collected in consequence of or in the course of the execution of this Agreement;

“Legislative Requirements” means any applicable law, statute, bye-law, regulation, order, consent, permit, approval, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

“Loss” or “Losses” means any damage, liability, cost or expense including legal expenses;

“Material” includes property, equipment, information, data, photographs, documentation or other material in any form, including software, reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights;

“Party” and/or “Parties” means either the Company or the Subcontractor or both collectively;

“Payment Milestone” means an identified deliverable for which the Subcontractor is entitled to receive a payment in accordance with this Agreement;

“Personal Data” means personal information as defined by the Legislative Requirements governing this Agreement including all Data Protection Legislation;

“Personnel” means the officers, employees, agents, advisers, contractors and subcontractors (including their respective personnel) of either party or the Client;

“Pre-existing Intellectual Property” means Material in existence prior to the date of this Agreement, developed by the Subcontractor or an associated entity, and utilised in conjunction with or for developing the Project Material;

“Project Material” means all Material including data, results, discoveries, inventions, improvements, reports, and other works of authorship, trade secrets, and any other work product or deliverables;

- a. brought into existence or supplied as part of or for the purpose of performing the Services; or
- b. copied or derived from the above Material;

“Promotional Material” means any public statement or advertisement whether in written, verbal or visual format (whether or not digital and/or web-based) relating to the Services and/or the Project.

“Record” means a document or anything constituting a piece of evidence about the past, or an account kept in writing or in some other permanent form (electronic or otherwise) that records information relevant to the Project, the Subcontractor’s operations or the Company’s operations;



“Regulatory Bodies” means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Subcontractor, the Company or the Client and “Regulatory Body” will be construed accordingly;

“Services” means any service provided, or to be provided, to the Company by the Subcontractor (or any of the Subcontractor’s subcontractors) pursuant to or in connection with this Agreement including, but not limited to, the Services expressly stated in this Agreement together with any services that are necessary to perform those Services and any Services associated with the supply of Goods; and

“Third Party Material” means any Material made available by the Subcontractor for the purposes of this Agreement in which a third party holds Intellectual Property Rights.

Annex E: Policies and Procedures

TO BE READ, ACKNOWLEDGED, AND COMPLIED WITH:

-  Business Partner Code of Conduct
-  Child Protection Guidelines

All documents can be downloaded in full at <http://www.thepalladiumgroup.com/policies>

Annex F – Client Terms and Conditions (if applicable)

Part 1 – Standard Terms and Conditions

The Client's Standard Terms and Conditions

The Standard Terms and Conditions for suppliers are available from the DFID website:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/411229/DFID_Standard_Terms_and_Conditions-march15.pdf

Part 2 – Special Conditions

NA