

29 January 2021

## Invitation to Tender – Challenge Fund for Youth Employment – Local Contracting Services in South Sudan

<b>Project:</b>	<b>Challenge Fund for Youth Employment</b>
<b>Tender for:</b>	A service of contracting local consultants and employees, handling tax and other labour related matters
<b>Activity Number</b>	n/a
<b>The Company:</b>	Palladium Europe BV
<b>Closing Date and Time:</b>	15 February 2021,08:00 GMT
<b>Contact Person:</b>	Jurgita Vasilevskyte
<b>Details for submission:</b>	Proposals are to be submitted via email to <a href="mailto:Jurgita.vasilevskyte@thepalladiumgroup.com">Jurgita.vasilevskyte@thepalladiumgroup.com</a>
<b>Tender Validity Period:</b>	Validity of the quotation is 60 days.
<b>Number of Hard Copies of Tender:</b>	n/a
<b>Delivery Address:</b>	n/a
<b>Jurisdiction</b>	The Netherlands

Thank you for your interest in the above procurement. As the managing contractor for the Project, the Company invites you to tender for this activity. This pack includes:

- 🕒 Part 1: Terms of Reference (TOR)
- 🕒 Part 2: Conditions of tender
- 🕒 Part 3 and 4: Technical and financial selection criteria
- 🕒 Part 5: Client Terms and Conditions
- 🕒 Part 6: Standard contract template which the successful tenderer is required to sign once the agreed commercial terms have been included.
- 🕒 Part 7: Declaration by Tenderers

Please forward your Tender in accordance with the Details for Submission above by the Closing Date and Time to dd.

I look forward to your response. If you have any queries, please do not hesitate to contact me by e-mail [Jurgita.vasilevskyte@thepalladiumgroup.com](mailto:Jurgita.vasilevskyte@thepalladiumgroup.com).

Yours sincerely,

Jurgita Vasilevskyte

Senior Manager, Economic Growth and Green Economy

## Part 1 – Terms of reference

### 1. Background

The Company is a global business which undertakes the management of international development projects throughout the world. It operates through different corporate entities in the various regions in which it conducts its business. The tender is in relation to the Challenge Fund for Youth Employment where the Company is contracted by the Netherlands Ministry of Foreign Affairs, Sustainable Economic Development Department (DDE) (the Client) to manage the fund. The aim of the Challenge Fund is to improve economic prospects - via decent work and income - for up to 200,000 young men and women in the Middle East, North Africa, Sahel, and the Horn of Africa. The Client has entered into the contract with Palladium Europe BV which is registered in The Netherlands.

### 2. Objectives of the assignment

At present, the Company is looking to sign funding agreements with the Implementing Parties (IPs) in South Sudan. As part of these agreements, the Company is committed to provide Technical Assistance (TA) to allow the IPs reach the full potential. As the Company does not currently have a locally registered corporate entity to trade from South Sudan, the Company requires the Tenderer to act as an intermediary local service provider for its project operations in South Sudan to manage tax, contracting, employment, immigration and other compliance requirements.

### 3. Scope of the assignment

The successful Tenderer will manage the consultancy and employment related operations for the Company. As it is aimed to support a demand driven, flexible TA facility the fluctuation in volumes of work under this assignment is expected and thus the Tenderer is expected to accommodate the influx of work when required and respond to the requirements quickly and efficiently. The expected total value of the services is the expected to be in range of EUR60,000 within the first year, with possibility to extend. The Tenderer must be able to provide following services locally on behalf of the Company:

- Contracting of national and international consultants;
- Contracting of national Fixed Term Employees (FXTes);
- Seconding the contracted consultants or FXTes to Palladium Europe BV;
- Managing payroll for both employees and consultants in accordance with local law (employee payments, tax deductions and remittance);
- Providing immigration assistance to international consultants (may include but is not limited to: assistance in obtaining and managing visas, insurance etc).

### 4. Duration and phasing

Services are demand driven and therefore cannot be predicted in advance. We expect to draw on the agreement for the initial period of 1 year, starting February 2021 with possibility to extend.

### 5. Financial component

Please refer to Part 4 for details relating to preparation of the financial submission.

### 6. Responsibilities of the Company

Contracting:

- The Company will provide the job descriptions/Terms of Reference for all recruitment exercises and all FXTes and Consultants.
- The Company will provide salary information, contracting dates and visa obtaining dates.
- The Company will provide information on allowances and benefits (including insurance cover) for all contracts.
- The Company will always have the final decision on the outcome of recruitment.
- The Company will be responsible for performance management including grievances and dispute resolution.

- The Company shall introduce consultants/FXTEs to its policies and trainings when they are seconded to the Company.
- The Company will be the sole decision maker in decisions relating to contract amendments, extensions and terminations. In addition the Company is the only organisation who is able to provide technical supervision and quality assurance of work.

#### Payroll:

- The Company will provide the Contractor with information regarding employee entitlements which may include but it not limited to sick pay, maternity/paternity pay and unpaid leave etc.
- Where required, the Company may provide the Contractor with an advance to pay salaries, remittance and other bills directly associated with the project.

#### Immigration assistance:

- The Company will provide the required paperwork necessary to help the Contractor gain South Sudanese business visas for all international consultants.
- The Company will provide the required paperwork to help the Contractor obtain all required paperwork and resources necessary to assist international consultants with obtaining foreign consultant permits from the relevant entities as stipulated by the South Sudanese government.

#### Selection of Personnel:

- The Company is responsible for the selection and identification of employees, consultants and subcontractors for engagement by the Contractor in connection with this Agreement.

#### 7. Contractor responsibilities

- ☐ To be prepared to sign the Standard Contract Terms.
- ☐ To have in place insurance policies covering Professional Indemnity and Public Liability.
- ☐ To have any relevant registrations (including tax registrations) in the activity Jurisdiction.
- To report against the progress of activities on monthly basis.
- To address requests on a timely manner.

## Part 2 – Conditions of tender

### 1. Tender content

- 1.1. The tender must contain the following:
  - 1.1.1 a cover letter (no longer than 1 page) to the tender for the activity (specify the Activity number), including the signed declaration contained in Part 7;
  - 1.1.2 a technical submission (in the form detailed in Part 3);
  - 1.1.3 a financial submission (in the form detailed in Part 4).
- 1.2. Every Tender needs to state in the submission:
  - 1.2.1 in the case of an individual, full or given names, surname and address;
  - 1.2.2 in the case of a trust, the full names and addresses of each trustee of the trust;
  - 1.2.3 in the case of a company, NGO or other registered entity, the full name of the entity, the address of the registered office of the entity, the relevant registration number and a copy of the certificate of registration; and
  - 1.2.4 If relevant, a list (including CVs if requested) of all the nominated personnel expected to contribute to the performance of the TOR, including their names, surnames, title of their position and their proposed level of effort.
- 1.3. Tenders are to be written in English, Arial font 12
- 1.4. 'The Tenderer' (where capitalised) means the person or organisation to whom this invitation has been sent, the person or organisation responding to this invitation (as applicable). Depending on the context, an uncapitalised version of 'tenderer' may also refer to the Tenderer.

### 2. Tender Assessment Process

- 2.1. Tenders must comply with the requirements of the TOR. Failure to submit a Tender including the information required by the TOR (or this Tender generally) will factor into The Company's assessment of the level of compliance of the Tender and may result in rejection of the Tender.
- 2.2. The Company will evaluate Tenders on the following basis:
  - 2.2.1 a technical assessment;
  - 2.2.2 a financial assessment;
  - 2.2.3 any other factors which may impact on the Tenderer's potential performance.
- 2.3. The Company reserves the right:
  - 2.3.1 to accept or reject any tender, and to annul the tendering process thereby rejecting all tenders, at any time prior to the award of contract at its sole discretion;
  - 2.3.2 to cancel or vary the Invitation to Tender process at any time whether before or after the closing date;
  - 2.3.3 to reject any tender that does not adhere to the structure and content requirements as outlined in these Terms and Conditions;
  - 2.3.4 to recall tenders from any source including those tenderers who have already submitted tenders, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for this action;
  - 2.3.5 to accept Tenders for the whole or any part of the requirement;
  - 2.3.6 to require that tenderers submit to the Company's Due Diligence process prior to or after the submission of Tenders; and
  - 2.3.7 to negotiate with the most favourable tenderer should it be deemed that the offered prices are unreasonable or greater than the targets set in the planning process.
- 2.4. The Company shall not be bound by any advice given or information furnished by it.
- 2.5. The conduct of this Invitation to Tender is not intended to give rise to any legal or equitable relationship.
- 2.6. Any inducements and rewards intended to influence the outcome of the Tendering process will result in Tenderer's immediate suspension from the process.
- 2.7. Your Tender will be valid for the Tender Validity Period specified on p.1.

### 3. Technical Assessment

- 3.1. The Technical Assessment will be undertaken by an internal procurement committee.
- 3.2. The Company may specify weighting for assessment criteria in Part 4.

### 4. Financial Assessment

- 4.1. Following consideration of the technical merit of Tenders, a like-for-like price assessment may be undertaken by The Company of the Tenders assessed as technically suitable.
- 4.2. Tenderers should note that financial submissions for those Tenders assessed by the Procurement Committee as not technically acceptable will not be subject to financial assessment.
- 4.3. Unless otherwise specifically stated, prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.

- 4.4. The contract price, which must include any and all other charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.
- 4.5. Additionally, if requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.
- 4.6. If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

## **5. Acceptance of Tenders**

- 5.1. The Company is not bound or required to accept the lowest priced Tender or any Tender.
- 5.2. A Tender will not be deemed to be accepted unless and until a Contract in the form listed in Part 7 is signed by the Company and the Tenderer (with the agreed commercial terms included).
- 5.3. The Company reserves the right to enter into negotiation with any other tenderer if contract negotiations cannot be concluded with the preferred Tenderer.

## **6. Alternative Tenders**

- 6.1. The Company reserves the right to accept and consider alternative Tenders providing they:
  - 6.1.1 are submitted with a compliant Tender;
  - 6.1.2 clearly identify the differences and improvements offered.

## **7. Non-Compliant Tenders**

- 7.1. Tenders will be regarded as non-compliant if they do not comply with any part of the requirements of this Invitation to Tender.
- 7.2. The Company may, however, in its absolute discretion evaluate any non-compliant Tender.

## **8. Lodgement of Tenders**

- 8.1. It is the responsibility of the Tenderer to ensure that the Tender is received by the Company by the closing date and time prescribed in this Invitation to Tender. A Tender lodged after the closing date is a late Tender.
- 8.2. A late Tender will normally not be considered unless it can be demonstrated by the Tenderer that the Tender would have arrived at the tender point by the required date and time as prescribed in this Invitation to Tender but, for reasons proven by the Tenderer, it did not. The Company may allow a late Tender to be assessed at its absolute discretion.
- 8.3. The Company will not consider or entertain any queries about a decision to assess or reject a late Tender.

## **9. Tenderer Costs**

- 9.1. Tenderers are responsible at their own cost to:
  - 9.1.1 make all arrangements and obtain and consider all information relating to the TOR;
  - 9.1.2 prepare, deliver and lodge their tender;
  - 9.1.3 deal with any issues, including disputes, that may arise out of the tendering process.

## **10. Confidentiality**

- 10.1. The Tenderer acknowledges that in the course of this Tender, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this Tender and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person.
- 10.2. The Tenderer will not disclose or use any Confidential Information except to the extent that such disclosure or use:
  - 10.2.1 is strictly necessary for submitting the Tender;
  - 10.2.2 is required by relevant laws;
  - 10.2.3 is authorised by prior written approval from the Company; or
  - 10.2.4 occurs after the Confidential Information already is or comes into the Tenderer's possession (or in the public domain) otherwise than pursuant to this Tender, pursuant to a separate confidentiality undertaking by the Tenderer or a third parties' (or that parties') unauthorised disclosure.
  - 10.2.5 If the Tenderer is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company.
  - 10.2.6 The parties agree that this obligation applies during the Tender and after the completion of the process.

**11. Request for Information**

11.1. Any prospective tenderer may within a reasonable time before the closing date request information on any point of clarification in this Tender. The information requested shall be given in writing by the Company as soon as practicable. Where in the opinion of the Company the information could have an effect on other tenderers, that information may at the Company's sole discretion be given in writing to all known prospective tenderers.

**12. Business Partner Code of Conduct**

12.1. Tenderers shall comply with the Company's Business Partner Code of Conduct in the submission of any tenders. The Code is currently available at [thepalladiumgroup.com/policies](http://thepalladiumgroup.com/policies).

**13. Unsuccessful Tenders**

13.1. Unsuccessful Tenders will be notified in writing and shall be entitled to feedback regarding their tender.

**14. Tenderer Acceptance of Conditions**

14.1. A Tender lodged in response to this Invitation to Tender does so with agreement to these Conditions of Tender unless any departures from these Conditions are detailed in the cover letter of the submission. The Company reserves the right to reject any departure from these Conditions of Tender, and thereby determine that the tender submission is non-conforming for that reason.

**15. Conflict of Interest**

15.1. Tenderers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

**16. Inconsistencies**

16.1. If there is inconsistency within this ITT, the following order of precedence shall apply:

- 16.1.1 these Terms and Conditions;
- 16.1.2 the Cover Page of this ITT; and
- 16.1.3 Part 5 – Client Terms
- 16.1.4 Part 6 – Standard Contract
- 16.1.5 Part 1 – Terms of Reference
- 16.1.6 Part 4 – Financial Assessment Selection Criteria
- 16.1.7 Part 3 – Technical Assessment Selection Criteria
- 16.1.8 the Schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

**17. Jurisdiction**

17.1. This Tender process shall be subject to the laws of the Jurisdiction.

17.2. The Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this Agreement or the breach, termination, or invalidity thereof.

17.3. If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, 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 dispute.

17.4. The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English. The relevant laws shall be the laws of the Jurisdiction.

17.5. Should the claim involve a State, a State-controlled entity, or an intergovernmental organization, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.

## Part 3 – Technical assessment selection criteria

### Requirements for the Technical Submission

The Technical Submission must:

1. be in a type font of no less than 12 points;
2. be in a single column format;
3. be five pages or less in length.

The following selection criteria and weighting will be used in the assessment process to assess the technical capacity of the Tenders.

1. Proven ability to provide all services in South Sudan as listed in the scope section, namely:
  - A. Contracting of local consultants;
  - B. Contracting of international consultants;
  - C. Contracting of local FXTEs;
  - D. Contracting of international FXTEs;
  - E. Providing payroll services for national and international FXTEs;
  - F. Facilitating payments for national and international consultants;
  - G. Providing immigration support to international consultants and FXTEs.

*Note: 5% has been retained for overall tender presentation and adherence to the structure described in the tender documentation.*

2. Exclusion criteria:
  - Compliance with local law – the Tenderer must be registered in South Sudan.
  - The tenderer must pass the due diligence process if successful.
3. The technical submission format **must** clearly address the criteria above as this will impact on the assessment process. Please remember the technical submission should not exceed five pages.

Overall weighting of technical assessment – 60%.

## Part 4 – Financial assessment selection criteria

The Tenderers must submit the quote in the format of Annex 1 attached. To note:

- Payments shall be made in Euro
- All prices are to be inclusive of relevant taxes
- Except for variations in the rate of duty, Tenderers shall state whether the prices offered are:
  - o firm, that is prices offered shall not be varied either up or down for any reason;
  - o firm for a period, in which case the period must be stated;
  - o subject to other price variations either up or down (please specify).
- Currency of the quote is Euro

The total weighting of this section is 40%.



## Part 5 – Client Specific Provisions

*The successful Tendered will be required to comply with standard terms and conditions defined in ARVODI2018.*

[https://www.rijksoverheid.nl/binaries/rijksoverheid/documenten/publicaties/2018/05/03/general-government-terms-and-conditions-for-public-service-contracts-2018-arvodi-2018/General+Gov+terms+and+conditiosn+for+public+servive+ARVODI\\_2018.pdf](https://www.rijksoverheid.nl/binaries/rijksoverheid/documenten/publicaties/2018/05/03/general-government-terms-and-conditions-for-public-service-contracts-2018-arvodi-2018/General+Gov+terms+and+conditiosn+for+public+servive+ARVODI_2018.pdf)

## Part 6 – Standard Contract Template

### Services Agreement

## Part 7 – Declaration by Tenderers

Tenderers shall submit their tender with the following declaration:

*I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.*

*Where requested by the Company, I/We will promptly provide the certificates or other documents referenced in this ITT.*

*I/We understand that any information given by us will be relied on and used by the Company to assess my/our suitability to participate further in this potential procurement.*

*I understand that the Company may reject my/our Tender if it is non-compliant, or false/misleading in any way.*

*Where this statement is being provided by an individual on behalf of the Company, that individual has the necessary corporate authorisation to provide the declaration on behalf of the Company.*

*I / We have not communicated to any person other than the Company the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not I / we or that other person should tender, or otherwise colluded with any other person in any manner whatsoever, and undertake that at any time thereafter in the tendering process for the above.*

*I/We have not engaged in any behaviour which has or could contravene Bribery Act 2010 (UK), the Foreign Corrupt Practices Act (US) or any similar legislation.*

*I/We have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this tender) which could give rise to a perception of bribery or corruption in relation to the Tender or any other dealings between the parties.*

**Tender by:**

**Palladium Europe BV.**

**Project:**

**Challenge Fund for Youth Employment**

**Tenderer:**



**Date:**

<b>Service</b>	<b>Fee type</b>	<b>Fee</b>
Contracting of local consultant		
Contracting of international consultants		
Contracting of local FXTE		
Contracting of international FXTE		
Providing payroll services for national FXTE (per month)		
Providing payroll services for international FXTE (per month)		
Facilitating payments for national consultant		
Facilitating payments for international consultant		
Immigration support		

## Services Agreement

### Services Agreement Cover Sheet

Company Name ("Company")	Click here to enter text.
Address	Click here to enter text.
Phone	Click here to enter text.
Company Representative Name and Title	Click here to enter text.
Company Representative Phone/Email	Click here to enter text.
<hr/>	
Contractor Name ("Contractor")	Click here to enter text.
Contractor/Vendor ID	Click here to enter text.
Address	Click here to enter text.
Phone	Click here to enter text.
Contractor Representative Name and Title	Click here to enter text.
Contractor Representative Phone/Email	Click here to enter text.
<hr/>	
Project Name ("Project") <i>(if applicable)</i>	Click here to enter text.
Client Name ("Client") <i>(if applicable)</i>	Click here to enter text.
Head Contract Date <i>(If applicable)</i>	Click here to enter a date.
<hr/>	
Effective Date ("Effective Date")	Click here to enter a date.
Term of Agreement ("Term")	<b>Start:</b> Click here to enter a date. <b>End:</b> Click here to enter a date.
<hr/>	
Jurisdiction ("Jurisdiction")	Click here to enter text.
Agreement Currency ("Agreement Currency")	Click here to enter text.
Total Contract Sum - <i>The total sum to be paid to the Contractor for the Services shall not exceed this amount inclusive of all taxes. The total sum includes any reimbursable expenses.</i>	Click here to enter text.
Reimbursable Expenses (if any)	Click here to enter text.
Payment by	Choose an item. If other, please specify.
Professional Indemnity Insurance Amount	Level of PI Cover Required: <i>Note: Range of figures refers to Total Contract Sum</i> <input type="checkbox"/> None <input type="checkbox"/> 0 – 10,000: 100,000 or 10x contract sum <input type="checkbox"/> 10,001 – 25,000: 200,00 or 10x contract sum <input type="checkbox"/> 25,001 – 100,000: 500,000 or 5x contract sum <input type="checkbox"/> 100,001 – 250,000: 1,000,000 or 5x contract sum <input type="checkbox"/> 250,001 – 500,000: 2,000,000 or 4x contract sum <input type="checkbox"/> 500,000 – 1,500,000: 4,000,000 or 3x 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 country. The attached Cover Sheet, Terms and Conditions, and all Annexes and any additional documents referenced will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement is hereby superseded.

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Signed for the Company:		Signed for the Contractor:	
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:	Click here to enter a date.	Date:	Click here to enter a date.

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**TO BE SIGNED FOR THE CONTRACTOR:**

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

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Signed for the Contractor:

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

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## TERMS AND CONDITIONS

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

### 1. BACKGROUND

- 1.1 The Company is an international project management and consultancy company that provides technical systems and project management.
- 1.2 The Contractor has represented that it has the necessary expertise and skills to assist the Company.
- 1.3 Based on the Contractor’s representations, the Company has decided to engage the Contractor to provide services to the Company.
- 1.4 The Contractor 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 includes the Cover Sheet and any Annexes.
- 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 When applicable, if there is any inconsistency, whether express or implied from this Agreement or otherwise, between the Client Standard Terms and Conditions (Annex F) or the Special Terms and Conditions (Annex C) and any other part of this Agreement, the Client Standard Terms and Conditions or the Special Terms and Conditions, as appropriate, prevail to the extent of the inconsistency and 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 requirement with the higher standard or which requires the higher performance or additional work or obligations prevails.
- 2.6 The Cover Sheet to this Agreement will form part of this Agreement.

### 3. PROVISION OF SERVICES

- 3.1 The Contractor will provide the Services outlined Annex A Part 2 in accordance with this Agreement.
- 3.2 The Contractor will:
  - a. exercise and ensure its Personnel exercise the high standard of skill, care, diligence, efficiency and economy that would be expected of an expert professional provider of the Services;
  - b. act and ensure its Personnel act in good faith and in the best interests of the Company;
  - c. notify the Company as soon as it becomes aware of any event, issue, or circumstances which may adversely affect the performance of the Contractor’s Services;
  - d. comply and ensure its Personnel comply with all reasonable directions by the Company, including a direction to suspend, discontinue, substitute, or otherwise vary part or all of the Services or to deliver Project Material; and
  - e. comply and ensure its Personnel comply with all Legislative Requirements affecting the performance of the Services.

### 4. TRANSPORT AND LOGISTICS

The Contractor is responsible for arranging and providing all transport and logistics to enable the provision and completion of the Services unless specifically provided for in this Agreement.

### 5. WARRANTIES AND REPRESENTATIONS

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

- 5.1 it has and will continue to hold all necessary regulatory approvals from the Regulatory Bodies necessary to perform the Contractor’s obligations under this Agreement;

- 5.2 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;
- 5.3 it has full corporate power and authority to enter into, perform and observe its obligations under this Agreement;
- 5.4 its Personnel have the necessary experience, skill, knowledge, expertise and competence to perform the Services;
- 5.5 it has and will continue to have all necessary rights in, and to, the Contractor's software or the third party software or any other materials required to perform the Contractor's obligations under this Agreement;
- 5.6 all statements and representations made to the Company by the Contractor 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;
- 5.7 the Contractor 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
- 5.8 where this Agreement is terminated prior to the completion of the Services (for whatever reason) the Contractor will supply all necessary information and explanation required by the Company in relation to the Services provided and any software used by the Contractor to enable the Company to use and complete the Services.

## **6. ACCESS BY THE COMPANY**

The Contractor will give persons authorised in writing by the Company reasonable access to premises occupied by the Contractor where the Services are being carried out and will permit such persons to inspect any information or Project Material or records relating to the Services regardless of the location of the Project Material or records.

## **7. POLICIES AND PROCEDURES**

- 7.1 The Contractor confirms that it has been made aware of, has read and understood and will follow all the policies and procedures listed or referred to in Annex E, which may be updated from time to time.
- 7.2 When applicable, the Contractor 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.
- 7.3 The Contractor will immediately inform the Company if the Contractor 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.
- 7.4 The Contractor will include the terms and requirements of Annex E and Annex F in all subcontracts or other contracts the Contractor makes in connection with this engagement to ensure that all individuals and other entities contracted by the Contractor comply with the terms of this clause.
- 7.5 The Contractor will ensure that any of its employees involved in any way in the provision of the Services will be made aware of the policies and procedures.
- 7.6 The Company will be entitled to require the Contractor to provide reasonable evidence that it is complying with the obligations in this clause.

## **8. PAYMENT**

In consideration of the Contractor providing the Services, the Company will pay the Contractor in accordance with Annex B.

## **9. PROJECT MATERIAL AND INTELLECTUAL PROPERTY**

- 9.1 Any Pre-existing Intellectual Property or other intellectual property developed by the Contractor that is not Project Material is the property of the Contractor.
- 9.2 All Project Material is the property of the Company or the Client, if applicable.
- 9.3 The Contractor undertakes to complete and sign all documentation necessary to evidence ownership and copyright.



- 9.4 The Contractor provides the Company and the Client, if applicable, with a perpetual, non-exclusive, worldwide, royalty-free licence to use the Pre-existing Intellectual Property for the purpose of conducting or completing the Project or any related Programme.
- 9.5 All Inventions/Work(s), whether or not patentable or subject to copyright, which may be made, written, conceived or otherwise provided by the Contractor, or its Personnel, in performing the Services, either alone or in conjunction with others, in whole or in part, is the sole and exclusive property of the Company or the Client (if the Company so directs). The Contractor 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 such Invention/Work(s). The Contractor will treat all Inventions/Works as Confidential Information. Upon the completion or termination of the Services, the Contractor will promptly turn over to the Company all Inventions/Works developed in the course of providing the Services.
- 9.6 The Contractor may not publish, exhibit, or lecture on matters directly relating to the Services unless the Contractor first obtains the Company's prior written consent thereto, which the Company may grant or deny in its sole discretion, and the manuscript, exhibit or speech will have been approved in writing by the Company.
- 9.7 The Contractor will ensure that no part of any Invention/Work(s) 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 Contractor prior to or at the time of delivery to the Company.
- 9.8 In the event the Contractor includes any Pre-existing Intellectual Property in any Invention/Work(s) the Contractor will clearly identify such Pre-existing Intellectual Property to the Company and the Company and, if applicable, the Client will have a non-exclusive, perpetual, worldwide, royalty-free licence to use such Pre-existing Intellectual Property to the extent necessary to make use of the Invention/Work(s).
- 9.9 The Contractor will:
- a. ensure the safekeeping and maintenance of the Project Material including being responsible for preserving its integrity and preventing its corruption or loss;
  - b. perform secure back-ups of all Project Material; and
  - c. 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, which is in the Contractor's possession or control.
- 9.10 If unsatisfied with the quality or any other aspect of the Services or Project Materials because such materials do not comply with this Agreement (including, without limitation, Annex A), the Company may at its sole discretion, amend or reject any Service or Project Material, statement, or recommendation made by the Contractor. If required to do so by the Company, the Contractor will correct rejected Service or Project Material within seven days or such longer period of time as shall be agreed in writing by the Company.

## **10. CONFIDENTIALITY**

- 10.1 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.
- 10.2 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.
- 10.3 The Parties and their Personnel will not use any Confidential Information received otherwise than for the purposes of this Agreement.
- 10.4 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 Contractor, and/or the Client on request.

- 10.5 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.
- 10.6 The Parties agree that this obligation applies during the Term and after termination of the Agreement.
- 10.7 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.

## **11. DATA PROTECTION AND PRIVACY**

- 11.1 The Parties agree to take all reasonable steps to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Agreement.
- 11.2 The Parties will:
- 11.2.1 observe the privacy principles in any Data Protection Legislation in the country the Services are to be provided, and the countries of their respective registrations;
  - 11.2.2 comply with the requirements relating to protection of Personal Data set out in the Client Terms and Conditions (Annex F);
  - 11.2.3 ensure that they obtain the informed and clear consent of any individual (to whom such Personal Data relates) to disclosure, processing, use or holding by the other party, before it is disclosed, processed, used or held by the other party. To the extent allowed by the Legislative Requirements, the consent shall permit the receiving party to process, use or hold the Personal Data for the Term and any reasonable length thereafter, for the purposes of undertaking or receiving the Services or compliance with this Agreement or any Legislative Requirement;
  - 11.2.4 not disclose, process, use or hold any Personal Data in breach of any Data Protection Legislation; and
  - 11.2.5 indemnify each other and the Client for any Loss due to any breach of any Data Protection Legislation.
- 11.3 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 limited to, transferring such Personal Data to any country or territory where such transfer is in accordance with the Data Protection Legislation) during the Term, the Records Retention Period and any reasonable length of time thereafter.

## **12. NO EMPLOYMENT OR AGENCY**

- 12.1 Nothing contained in this Agreement will be construed or have effect as constituting any relationship of employer and employee between the Company and the Contractor.
- 12.2 Nothing in this Agreement will constitute the Contractor as acting as an agent of the Company. The Contractor 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 Contractor will not hold itself out as having any such authority.
- 12.3 Nothing contained in this Agreement will constitute a partnership or joint venture between the Company and the Contractor.

## **13. INDEMNITY, DUTY OF CARE, AND INSURANCE**

- 13.1 The Contractor will indemnify and keep indemnified the Company, and the officers, employees, and agents of the Company, (and the Client, and the officers, employees, and agents of the Client, if applicable), from and against 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. the performance or failure to perform the Services or any part of them;
  - b. a breach of the terms of this Agreement;
  - c. any negligence by the Contractor 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 Contractor or its Personnel;
  - e. a claim made against the Company by any Contractor'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 Contractor.
- 13.2 The Contractor has responsibility for and indemnifies the Company in respect of any tax, employee pension and/or social security payments or similar payments (wherever payable) 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.
- 13.3 The obligations of the parties in relation to Duty of Care and Insurance are set out in Annex C.

#### **14. JOINT AND SEVERAL LIABILITY**

In the event that the Contractor consists of more than one entity, then each of those entities is jointly and severally liable for the performance of the Contractor's obligations under this Agreement.

#### **15. PERFORMANCE AND TERMINATION**

##### **15.1 Termination for breach or Insolvency Event**

- a. The Company may, without prejudice to any other right which the Company may have, terminate the whole or part of this Agreement by written notice to the Contractor, to be effective from the date specified in the notice, if:
  - i. an Insolvency Event occurs in relation to the Contractor;
  - ii. 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 Contractor to remedy any dissatisfaction with the Services and the time in which it must be completed or the Agreement will be terminated;
  - iii. the Contractor breaches a provision of this Agreement and, if the breach is capable of being remedied, does not remedy such breach within five working days from the date of written notice by the Company to the Contractor requiring the breach to be remedied;
  - iv. the Contractor 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;
  - v. the Contractor or any of its Personnel is convicted of a criminal offence; or
  - vi. the Contractor provides to the Company a clear indication that it will not or is unable to perform its duties under this Agreement.
- b. Upon such termination for breach, the Company will:
  - i. pay any outstanding invoices that relate to Services provided they are not in dispute with the Contractor. The Company is not required to pay to the Contractor any money which is the subject of an invoice relating to Services provided which are in dispute whether such invoice is delivered before or after the notice of termination; and
  - ii. be entitled to recover from the Contractor any loss or damages 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 Contractor in advance of delivery of the Services to which that payment relates.

##### **15.2 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, if applicable, or the Head Contract is terminated or suspended, if applicable, or otherwise at its sole discretion.
- b. Termination or suspension made pursuant to this clause must be made by notice in writing to the Contractor 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 Company considers that the reasons for the suspension have been dealt with or have disappeared. In any such case, the Company will confirm the lifting of the suspension to the Contractor in writing.
- d. Where this Agreement is suspended under this clause the Company may terminate this Agreement at any time by notice in writing.

15.3 Upon such termination other than for breach or Insolvency Event:

- a. The Contractor will be entitled to payment for all work in respect of the terminated Services completed satisfactorily before the effective date of termination including those which have not been invoiced;
- b. In respect of the terminated Services commenced before but not completed by the effective date of termination, 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 Contract, if applicable; and
- c. The Company will be entitled to recover from the Contractor any payment made to the Contractor in advance of delivery of the Services where those Services are not delivered due to termination pursuant to this clause.

15.4 Obligations on termination for whatever reason:

Immediately on termination of this Agreement or at any time at the request of the Company the Contractor will:

- a. immediately deliver to the Company, without making copies in any form, all Project Material including documents, materials, records, correspondence, papers and information, on whatever media and wherever located, relating to the business or affairs of the Company (and the Client if applicable) or its business contacts and also any keys and other property of the Company which are in the possession of or under the control of the Contractor;
- 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 Contractor;
- 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 Contractor to enable the Company to use and complete the Services; and
- f. ensure that any Personnel of the Contractor comply with the terms of this clause.

## 16. NON-SOLICITATION

During the Term of this Agreement and for 12 months following expiration or termination, the Contractor will not, without the consent of the Company, solicit or otherwise attempt to persuade any employee, consultant, or contractor of the Company to cease working for the Company.

## 17. FORCE MAJEURE

- 17.1 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 Contractor to constitute a Force Majeure Event, it will immediately notify the Company in writing and recommend options to overcome the effects of the event.
- 17.2 Upon receipt of the notice, the Company will make a determination, at its sole discretion, as to whether the event or circumstance constitutes a Force Majeure Event and will promptly notify the Contractor of its determination in writing. Despite any determination by the Company, the Contractor 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.
- 17.3 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 Contractor. 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.

17.4 Where this Agreement is terminated pursuant to this clause, the Contractor will be entitled to payment in accordance with the terms outlined in the Performance and Termination clause and the provisions of that clause will apply.

## **18. PROMOTION AND PUBLICITY**

18.1 The Contractor will not, without prior written approval of the Company, make any public statement about or advertise or promote its involvement in providing the Services to the Company, whether in written, verbal or visual format ("Promotional Material").

18.2 The Contractor 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 Contractor will make these amendments and submit amended Promotional Material to the Company to approve.

18.3 The Company may in its sole discretion refuse to approve Promotional Material provided to it by the Contractor.

18.4 The Contractor must ensure that all Promotional Material is accurate and not misleading in any way.

## **19. ASSIGNMENT**

No rights or obligations of or services to be rendered by the Contractor under this Agreement shall be assigned, transferred or subcontracted to any third party without the prior written consent of the Company.

## **20. NOTICES**

Notices shall be in writing and shall be delivered by either prepaid and registered post, by hand, by facsimile or by email to the other party's representative at the address specified in this Agreement or such other address as is subsequently notified by the party. Notices will be deemed to have been received:

- a. If sent by prepaid registered post, on the day the mail would be delivered in the ordinary course of mail;
- b. If hand delivered by 5pm on a business day in the place of receipt, that business day, otherwise the following business day in the place of receipt;
- c. If sent by facsimile, successfully sent (as noted on the sender's fax machine) by 5pm on a business day in the place of receipt, that business day, otherwise the following business day in the place of receipt; and
- d. If by email, the date of sending provided a delivery receipt for such email is received by the sender.

## **21. WAIVER**

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.

## **22. SEVERABILITY**


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 void or otherwise unenforceable for any reason 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.

## **23. AMENDMENT**

No amendment or change to this Agreement will be of any force or effect unless such amendment or change is in writing and signed by the parties.

## **24. SURVIVAL**

The following clauses will survive the expiration or termination of this Agreement:

-  Project Material and Intellectual Property;

- Confidentiality;
- Data Protection and Privacy;
- Indemnity, Duty of Care, and Insurance;
- Promotion and Publicity; and
- Survival.

## Annex A: Details of Representatives and Description of Services

### Part 1: Details of Representatives

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.
CONTRACTOR 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 Services

#### Description of Services

Click here to enter text.
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#### Responsibilities of Contractor

Click here to enter text.
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## Responsibilities of Company

Click here to enter text.

## Payment milestones (if applicable)

### Task Order Mechanism

All of the services to be provided by the Contractor will be on an as-ordered basis. The Company will commission services by way of Task Order. The form of task order appears in Annex G. An order for services which are listed below as on a call-down basis will require a call-down signed by an authorised representative of both parties in order to be valid.



## Annex B: Payment

### Part 1: Payment Terms

The Total Contract Sum to be paid to the Contractor for the Services shall not exceed the number listed in the Cover Sheet to this Agreement inclusive of all taxes.

All reimbursable expenses as listed on the Cover Sheet to this Agreement 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 is made in accordance with this Agreement.

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

The invoice(s) will be formulated solely on the basis of the Contract Sum. Payments to the Contractor's designated personnel for salary, allowances, bonuses, taxes, insurances, superannuation, non-working days and all other overheads and expenses of whatsoever nature that may be incurred, except those otherwise specifically provided for in this Agreement, are the sole responsibility of the Contractor.

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

1. 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, if applicable); and
2. 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 Contractor'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 the invoice date.

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

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

The Contractor must provide the Company with the details of a bank account that accepts deposits in the Agreement Currency. Where the Agreement Currency and the Contractor'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 Contractor.

The sums payable to the Contractor by the Company under this Agreement are VAT (or Sales Tax or similar) inclusive.

Payment of any invoice by the Company is subject to the Contractor providing a valid 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 Contractor acknowledges that the Company will withhold any taxes, which it is required by Legislative Requirements to withhold.

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

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

Invoices shall be submitted to:

Click here to enter text.
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**Part 3: Accounting Records**

The Contractor will keep all records, including but not limited to invoices issued for payments pertaining to the Services, for a period of at least seven years following the expiration or termination of this Agreement. The records kept pursuant to this provision will at all reasonable times be available for an open inspection by the Company or a delegate of the Company who will be at liberty to take copies or extracts from the Records. The Contractor will cooperate fully in providing the Company or the delegate of the Company answers to such enquiries as may be made about such records.

## Annex C: Specific Terms and Conditions

### Part 1: Insurance Requirements

Our standard terms and conditions for Contractors include requirements for the Contractor to have an appropriate level of insurance. Where in certain cases it is not feasible for the Contractor to obtain such insurance cover, a waiver will be provided to the Contractor in writing and the Company will accept and assume the additional risk. Please refer to the Services Agreement Cover Sheet for specific requirements.

ITEM	REQUIREMENT
<b>Public Liability Insurance</b>	<p>The Contractor will take out and maintain throughout the Term of this Agreement a Public Liability Insurance Policy. The Policy must cover:</p> <ol style="list-style-type: none"> <li>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 or its equivalent in the Contract Currency as indicated on the Cover Sheet; and</li> <li>2. the Contractor, in respect of liability to the Company and third parties, if any, and cover the Company (and the Client, if applicable) 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 Contractor.</li> </ol>
<b>Professional Indemnity Insurance</b>	<ol style="list-style-type: none"> <li>1. The Contractor 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 six years thereafter.</li> <li>2. The policy will have a total aggregate cover of not less than the Professional Indemnity Insurance Amount as indicated on the Cover Sheet; and</li> <li>3. The policy will include provisions for one automatic reinstatement of the sum insured and for loss of documents.</li> <li>4. The Company may request evidence of the maintenance of the professional indemnity insurance at any time during the Term and also during the six years after the Term of this Agreement and the Contractor will provide such evidence within seven days of the request.</li> </ol>
<b>Insurance of Workers</b>	<ol style="list-style-type: none"> <li>1. The Contractor will take out adequate insurance to fully cover it against any amount it may become liable to pay for death or injury to persons employed by the Contractor, including liability by statute and at common law before the Effective Date and maintain that policy for the Term of this Agreement.</li> <li>2. The Contractor will take out adequate medical and dental insurance for its Personnel who are engaged to operate outside their country of permanent residence.</li> <li>3. The Contractor will take out adequate insurance for emergency and medical evacuation for all its Personnel.</li> <li>4. The policy will, where permitted by Legislative Requirements, be extended to indemnify the Company (and/or the Client for the Company and/or the Client's statutory liability for persons employed by the Contractor, if applicable).</li> </ol>
<b>Country requirements</b>	<p>The Contractor will comply with the Legislative Requirements of the Country in which they are incorporated relating to insurance at all times. Where the Legislative Requirements of the Country require certain insurances to be taken out for any of the Contractor's Personnel working in a different Country, it will be the Contractor'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 Contractor to make itself aware of the requirements of such insurance and all such Legislative Requirements.</p>
<b>Evidence of Insurance</b>	<p>The Company may request evidence of insurance at any time during the Term of this Agreement and the Contractor will provide such evidence within seven days of the request.</p>

## **Part 2: Special Conditions**

1. The Contractor 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.
2. The Contractor 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.
3. The Contractor 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 being provided to the Company under this Agreement.
4. The Contractor 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 being provided under this Agreement.
5. The Contractor 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.
6. The Contractor 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.
7. The Contractor warrants to pay all taxes, duties and charges imposed or levied in the country of which the Contractor 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.
8. The Contractor warrants that neither it, nor any of its Personnel, is engaged in anti-discriminative behaviours on basis of gender, religion and/or ethnicity.
9. The Contractor 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.
10. The Contractor further warrants that it, and its Personnel, will adhere to work health and safety legislative requirements and in doing so, will focus on actions to prevent harm or ensure reasonable care of representatives.
11. The Contractor 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.
12. The Contractor warrants that neither it, nor its Personnel, is engaged in any political activity in the relevant country that may negatively impact on this Agreement.
13. The Contractor warrants that neither they nor their 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.
14. The Contractor shall ensure that subcontractors and Personnel are expressly bound by and respect the provisions of this Annex C.
15. 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 to the Company.

## **Part 3: Anticorruption**

1. The Contractor hereby represents, warrants, and certifies that in carrying out its responsibilities under this Agreement, the Contractor 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:
  - 1.1. 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;
  - 1.2. 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
  - 1.3. 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.
2. The Contractor shall conduct all activities related to this Agreement in a fair, honest, and transparent manner.
3. The Contractor represents, warrants, and certifies that the Contractor has read and understands the Company provided Business Partner Code of Conduct (see Annex E). The Contractor 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 Contractor agrees to inform its Personnel involved in activities related to this Agreement of the requirements of the Business Partner Code of Conduct.
4. The Contractor represents, warrants, and certifies that the Contractor has adopted a policy to prevent corruption ("anticorruption policy") in the conduct of business and enforces this policy. The Contractor further represents, warrants, and certifies that the Contractor has informed its employees, agents, contractors, subcontractors, suppliers, and other individuals or entities with whom the Contractor 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 Contractor will provide such evidence within seven days of the request.
5. The Contractor shall immediately inform the Company if the Contractor becomes aware of any information indicating that any action in breach of this section 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.
6. Unless otherwise disclosed in writing to the Company, the Contractor represents, warrants, and certifies that neither the Contractor, individuals employed by the Contractor, nor their immediate family members, are Public Officials. The Contractor shall immediately notify the Company in advance if any of the above become a Public Official.
7. The Contractor shall include these, or substantially similar, anticorruption provisions in all subcontracts or other agreements the Contractor makes in connection with this Agreement.

#### **Part 4: Duty of Care**

1. All Contractor Personnel or contractors engaged pursuant to this Agreement will come under the duty of care of the Contractor.
2. The Contractor will be responsible for all security arrangements and the Company accept no responsibility for the health, safety and security of individuals or property whilst performing under this Agreement.
3. The Contractor will take out and maintain throughout the Term of this Agreement insurance cover as required by Annex C, Part 1.

4. The Contractor will proactively manage risks associated with performing the Services and shall provide evidence of such management of risk to the Company on reasonable request.
5. The Contractor 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.

**Part 5: Personnel Requirements**

1. All Personnel providing the Services will be vetted in accordance with Good Industry Practice and the requirements of the Business Partner Code of Conduct and will be approved by the Company with approval not to be unreasonably withheld.
2. The Company may direct the Contractor, at the Contractor's cost, to remove any person from performing the Services.
3. The Contractor, 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.
4. The Contractor and its Personnel will not represent themselves as 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 all Annexes) and is 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;

“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 and however arising (whether presently ascertained, future or contingent);

“Confidential Information” means a party’s 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 the other party or its personnel 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 Contractor 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 Contractor (or any of the Contractor’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 Contractor:

- ① goes into liquidation;
- ② has a liquidator, receiver or official manager appointed to it;
- ③ becomes bankrupt;
- ④ enters into a scheme of arrangement with creditors;
- ⑤ becomes unable to pay the Contractor’s debts as they become due; or
- ⑥ 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 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;



“Invention/Work(s)” means all data, results, discoveries, inventions, improvements, reports and other works of authorship, trade secrets, and any other work product or deliverables;

“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 Contractor or both collectively;

“Payment Milestone” means an identified deliverable for which the Contractor 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, if applicable);

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

“Price” means the price, exclusive of any taxes, payable by the Company as stated in the Agreement;

“Project Material” means all Material:

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

“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 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 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 Contractor (or any of the Contractor’s subcontractors) pursuant to or in connection with the Agreement including, but not limited to, the services expressly stated in the Agreement together with any Services that are necessary to perform those Services and any Services associated with the supply of the 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
- 🕒 Preventing Sexual Exploitation, Abuse and Harassment (PSEAH) Guidelines
- 🕒 Modern Slavery Guidelines [Note: the MSG are for EMEA only. Delete if not applicable]

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

**Annex F: Client Standard Terms and Conditions (if applicable)**

Insert Client Standard Terms and Conditions here. If not applicable type "Not Applicable".

## Annex G – Task Order

### TASK ORDER – SERVICES AGREEMENT

Pursuant to an Agreement dated [Click to insert date](#) ('the Agreement') this Task Order is entered into on the date set out below by **<<Insert name of Palladium Entity>>**, having its office at [Click here to enter text](#). ("the Company") AND [Click here to enter text](#). of [Click here to enter text](#). ("the Contractor").

TASK ORDER NUMBER: [Click here to enter text](#).

PROJECT NAME: [Click here to enter text](#).

TASK ORDER START DATE: [Click to insert date](#)

TASK ORDER COMPLETION DATE: [Click to insert date](#)

LOCATION OF WORK TO BE PERFORMED: [Click here to enter text](#).

1. The Services to be provided by the Contractor under this Task Order ('the Services') are set out in Schedule 1.
2. The payment details are set out in Schedule 2.
3. The terms of the Agreement shall apply to this Task Order.

### THIS TASK ORDER IS AGREED TO AND ACCEPTED

<hr/> <u>Signed on behalf of the Company:</u>	<hr/> <u>Signed by the Contractor:</u>
<hr/> Name: ...	<hr/> Name: ...
<hr/> Position: ...	<hr/> Position: ...
<hr/> Date: ...	<hr/> Date: ...
<hr/>	<hr/>

**SCHEDULE 1 – THE SERVICES**

1. The Services to be provided by the Contractor under this Task Order are:

---

Click here to enter text.

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2. The deliverables, outputs, milestones and timetable for providing the Services are set out below:

---

Click here to enter text.

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3. The Contractor Personnel permitted to provide the Services, and their daily rates are set out below:

Name	Role/Position/Input	Total Input	Daily Rate	Total Cost
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**SCHEDULE 2 – PAYMENT DETAILS**

The payment terms outlined in the Agreement will apply.

ITEM	TERMS
Total Contract Sum:	The total sum to be paid to the Contractor for the Services under this Task Order shall not exceed <<insert amount>> <<insert currency>> .
Expenses to be paid in addition to Contract Sum:	<p><i>NB be specific here or put maximum sums on travel and accommodation etc.</i></p> <p><input type="checkbox"/> Sundry and Incidental Expenses Allowance (per diems) is to subsidise non-accommodation costs including meals, laundry and all other personal costs when out of station. This allowance, also referred to as per diems, is set in accordance with the Project’s general procedures manual and is reviewed at the discretion of the Company. Allowances are provided on the basis of per night away from the Contractor’s project location.</p> <p>For this Project per diems will be paid at the rate of &lt;&lt;insert rate&gt;&gt; per day.</p> <p>OR</p> <p><input type="checkbox"/> Not Applicable</p>
Payment	<p>Payment is made in accordance with Schedule B of the Agreement and the terms of this Task Order.</p> <p>Amounts are in the Currency listed on the Cover Page of the Agreement.</p>

	<p>The Contractor will be entirely responsible for all risks arising out of currency fluctuations associated with this Task Order.</p> <p>The invoice will be formulated solely on the basis of the Total Agreement Sum. Payments for taxes, insurances, superannuation, non-working days and all other overheads and expenses of whatsoever nature that may be incurred (except those otherwise specifically provided for in the Agreement and this Task Order) are the sole responsibility of the Contractor.</p>
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