**FRAMEWORK AGREEMENT FOR THE SUPPLY OF FREIGHT SERVICES**

Contract reference number: [ ● ]

**DATED:** ……………………………..

**PARTIES**:

1. **SAVE THE CHILDREN INTERNATIONAL**, whose registered office is at St Vincent House, 30 Orange St, London WC2H 7HH, United Kingdom (the ***Customer***); and
2. [ ● ], whose registered office is at [ ● ] (the ***Supplier***),

(each a ***Party*** and together, the ***Parties***).

**RECITALS**:

1. The Customer has invited the Supplier to enter into this framework agreement (the ***Agreement***) to provide services to the Customer and/or the Framework Purchasers from time to time on a call off basis.
2. This Agreement sets out the general principles applicable to all supplies of international freight services by the Supplier to the Framework Purchasers. The specific requirements applicable to each supply of services will be set out in each individual freight movement purchase order issued by the Framework Purchaser (***Purchase Order***).
3. The Supplier agrees to carry out any freight and/or storage services that the Framework Purchaser may require as specified by the Purchase Order for such remuneration as may be agreed between the Parties in accordance with the terms of this Agreement.

**GENERAL PROVISIONS**

1. **Interpretation**
   1. ***Framework Purchaser*** shall mean the Customer or SCI Affiliate (as applicable) that enters into a Call-Off Contract with the Supplier by signing a Purchase Order.
   2. ***SCI Affiliate*** shall mean any entity or branch that is, presently or in the future, a part of the network of Save the Children entities, including, without limitation, entities or branches established by, affiliated with, created on behalf of or as part of Save the Children Association (***SCA***) or the Customer together with in each case any successors or assignees of the Customer. Currently, such entities or branches would include SCA, other SCA and Customer subsidiaries or branches, Save the Children International US Inc. and Save the Children country, national and/or regional offices.
   3. This Agreement incorporates the Terms and Conditions set out in Annex 1 (the ***Terms and Conditions***), the Mandatory Policies set out in Annex 2 (the ***Mandatory Policies***), the IAPG Code of Conduct set out in Annex 3 (the ***IAPG Code of Conduct***)and the data processing details set out in Annex 4 (the ***Data Processing Annex***).
   4. The contract between (1) the Framework Purchaser and (2) the Supplier in respect of any order of services shall comprise:
      1. the terms of this Agreement (including the Terms and Conditions);
      2. the Mandatory Policies;
      3. the IAPG Code of Conduct;
      4. the Data Processing Annex;
      5. the applicable final Purchase Order signed by the Framework Purchaser and the Supplier; and
      6. the final quality technical agreement agreed between the Parties in the form set out in Annex 7 (if applicable) (the ***Quality Technical Agreement***),

(together, a ***Call-Off Contract***).

* 1. In the interpretation of this Agreement and/or any Call-Off Contract (as applicable), unless the context otherwise requires:
     1. the headings are for convenience only and shall not affect interpretation;
     2. this Agreement includes all Annexes;
     3. the singular shall include the plural and vice versa;
     4. references to “including” or “includes” shall be deemed to mean including without limitation;
     5. if there is any conflict between the terms of the documents listed below, a term contained in a document higher in the list shall have priority over one contained lower in the list:
        1. the terms of this Agreement (excluding Annexes);
        2. the Terms and Conditions;
        3. the Mandatory Policies;
        4. the Purchase Order;
        5. the Quality Technical Agreement;
        6. the Data Processing Annex; and
        7. the IAPG Code of Conduct.
     6. if there is any conflict between the terms of this Agreement and/or Call-Off Contract and the terms of any relevant tender documents (including any request for quotation or invitation to tender and conditions of tendering), then the terms of this Agreement and/or Call-Off Contract (as applicable) shall prevail;
     7. if the provisions of the Terms and Conditions impose conflicting obligations on a party, then the conflict shall be resolved by applying the term that imposes the higher standard or more onerous obligation on the relevant party; and
     8. a reference to a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated from time to time.

1. **Duration and Commencement**
   1. This Agreement shall commence once it has been duly executed by both Parties and shall continue in force for a period of three years (the ***Initial Term***).
   2. Unless this Agreement is terminated under Clause 20 of the Terms and Conditions, upon expiry of the Initial Term, this Agreement may be renewed for another two years, subject to the mutual written agreement of both Parties. If no agreement is reached one month prior to the expiry of the Initial Term, this Agreement shall automatically terminate at the end of the Initial Term.
2. **The Services**
   1. Any Framework Purchaser may, at its absolute discretion and from time to time during the term of the Agreement, order specific services from the Supplier using the Customer’s purchase order, a template version of which is attached as Annex 5 to this Agreement, in accordance with this Clause 3.
   2. The Supplier agrees to supply to the Framework Purchaser, and the Framework Purchaser agrees to pay for, the services described in a Purchase Order (the ***Services***), in accordance with each Call-Off Contract.
   3. As part of performance of the Services, the Supplier acknowledges and agrees that it may owe obligations to the Customer (where the Framework Purchaser is not the Customer) as specified in this Agreement.
   4. The Supplier shall provide the following services to the Customer in addition to any Services performed under a Call-Off Contract:
      1. [***Note to Tenderers: To be discussed***]
   5. When a Framework Purchaser issues a request for quotation (the ***Request for Quotation***)for Services to be performed by the Supplier, the Supplier will provide a quotation for those Services (the ***Quotation***) substantially in the form set out in Annex 6 of this Agreement. This Quotation must be provided (i) within two business days of receipt of the Request for Quotation; or (ii) if the Quotation includes duties and taxes, within five business days of receipt of the Request for Quotation.
   6. The Supplier shall ensure that it provides competitive pricing in its Quotation and shall make continual efforts to reduce the costs that the Framework Purchaser pays for the Services.
   7. The Quotation shall be calculated on the basis of the information included in the relevant Request for Quotation, considering in particular the Services to be performed, the nature, the weight, and the volume of the goods to be carried and the routes to be used. The Quotation shall be in USD and based on exchange rates in effect at the time the quotations are given.
   8. The Framework Purchaser may request the Supplier submit a revised quotation, and the Supplier shall promptly comply with such request.
   9. If and when the Framework Purchaser has accepted a Quotation, it will issue a Purchase Order to be signed by the Supplier and the Framework Purchaser. The price stipulated on the Purchase Order shall be the price to be paid by the Framework Purchaser to the Supplier under the relevant Call-Off Contract (the ***Price***).
   10. Unless otherwise specified in a Purchase Order and/or Request for Quotation, the Price does not include duties, taxes, fees and taxation owed under any regulation, notably tax or customs regulations.
   11. A Call-Off Contract shall be deemed to have been entered into once the applicable final Purchase Order has been signed by the Framework Purchaser and the Supplier in accordance with this Clause 3.
3. **Non-exclusivity**
   1. The Parties acknowledge and agree that:
      1. the Customer and/or a Framework Purchaser shall have the right, but not the obligation, to obtain Services from the Supplier;
      2. unless otherwise specified in a Call-Off Contract, the Customer and/or Framework Purchasers give no guarantee and accept no liability for the volume of the Services which are instructed by the Customer and/or any Framework Purchaser to be performed by the Supplier and any indication of likely volumes is given as guidance only; and
      3. the supply of Services under this Agreement or any Call-Off Contract is not an exclusive arrangement and the Customer and/or Framework Purchaser may purchase from any third-party services that are the same as, or comparable to, the Services performed by the Supplier.
4. **Counterparts**
   1. This Agreement may be executed in any number of counterparts, each of which is an original but all of which together constitute one and the same instrument.
5. **Annexes to this Agreement**
   * 1. Annex 1: Terms and Conditions.
     2. Annex 2: Mandatory Save The Children International Policies.
     3. Annex 3: The IAPG Code of Conduct.
     4. Annex 4: Data Processing Annex.
     5. Annex 5: Purchase order template.
     6. Annex 6: Quotation template.
     7. Annex 7: Quality technical agreement template.

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| **Signed for and on behalf of the Customer:** |  |
| Signature | Signature |
| Name | Name |
| Position | Position |
| Date: ……………………………………. | Date: ……………………………………. |
| Signature  Name | Signature  Name |
| Position  Date: | Position  Date: |

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| **Signed for and on behalf of the Supplier:** |
| Signature |
| Name |
| Position |
| Date: ……………………………………. |