

PART 2: CONDITIONS OF QUOTATION

1. Definitions

In addition to the terms defined in the Cover Letter, in these Conditions, the following definitions apply:

- (a) **Award Criteria** - the award criteria set out in the Request for Quotation.
- (b) **Bidder** - a person or organization who submits a quotation.
- (c) **Conditions** - the conditions set out in this 'Conditions of Quotation' document.
- (d) **Cover Letter** - the cover letter attached to the Quotation Information Pack.
- (e) **Goods and/or Services** - everything purchased by SCI under the contract.
- (f) **Request for Quotation** - the Quotation Information, these Conditions, SCI's Terms and Conditions of Purchase, SCI's Child Safeguarding Policy, SCI's Anti Bribery and Corruption Policy and the IAPG Code of Conduct.
- (g) **SCI** - Save the Children International (formerly known as The International Save the Children Alliance Charity), a charitable company limited by guarantee registered in England and Wales (company number 03732267; charity number 1076822) whose registered office is at St Vincent House, 30 Orange Street, London, WC2H 7HH.
- (h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by SCI to the Supplier, or specifically produced by the Supplier for SCI, in connection with the quotation.
- (i) **Supplier** - the party which provides Goods and/or Services to SCI.

2. The Contract

The contract awarded shall be for the supply of goods and/or services, subject to SCI's Terms and Conditions of Purchase (attached to these Conditions). SCI reserves the right to undertake a formal review of the contract after twelve (12) months.

3. Late quote submissions

Quotations received after the Closing Date will not be considered, unless there are in SCI's sole discretion exceptional circumstances which have caused the delay.

4. Correspondence

All communications from Bidders to SCI relating to the quotation must be in writing and addressed to the person identified in the Cover Letter. Any request for information should be received at least 5 days before the Closing Date, as defined in the Request for Quotation. Responses to questions submitted by any Bidder will be circulated by SCI to all Bidders to ensure fairness in the process.

5. Acceptance of Quotations

SCI may, unless the Bidder expressly stipulates to the contrary in the quotation, accept whatever part of a quotation that SCI so wishes. SCI is under no obligation to accept the lowest or any quotation.

6. Alternative offer

If the Bidder wishes to propose modifications to the quotation (which may provide a better way to achieve SCI's Specification) these may, at SCI's discretion, be considered as an Alternative Offer. The Bidder must make any Alternative Offer in a separate letter to accompany the quotation. SCI is under no obligation to accept Alternative Offers.

7. Prices

Quoted prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable).

8. No reimbursement of quotation expenses

Expenses incurred in the preparation and dispatch of the quotation will not be reimbursed.

9. Non-Disclosure and Confidentiality

Bidders must treat the Request for Quotation, contract and all associated documentation (including the Specification) and any other information relating to SCI's employees, servants, officers, partners or its business or affairs (the "**Confidential Information**") as confidential. All Bidders shall:

- recognize the confidential nature of the Confidential Information;
- respect the confidence placed in the Bidder by SCI by maintaining the secrecy of the Confidential Information;
- not employ any part of the Confidential Information without SCI's prior written consent, for any purpose except that of quoting for business from SCI;
- not disclose the Confidential Information to third parties without SCI's prior written consent;
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to SCI;
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;

- notify SCI immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.

10. Award Procedure

SCI's Procurement Committee will review the Bidders and their quotations to determine, in accordance with the Award Criteria, whether they will award the contract to any one of them.

11. Information and Record Keeping

SCI shall consider any reasonable request from any unsuccessful Bidder for feedback on its quotation and, where it is appropriate and proportionate to do so, provide the unsuccessful Bidder with reasons why its quotation was rejected. Where applicable, this information shall be provided within 30 business days from (but not including) the date on which SCI receives the request.

12. Anti-Bribery and Corruption

All Bidders are required to comply fully with SCI's Anti-Bribery and Corruption Policy (attached to these Conditions).

13. Child Protection

All Bidders are required to comply fully with SCI's Child Safeguarding Policy (attached to these Conditions).

14. Human Trafficking and Modern Slavery

All Bidders are required to comply fully with SCI's Human Trafficking and Modern Slavery Policy (attached to these Conditions).

15. Exclusion Criteria

Any Bidder is required to confirm in writing that:

- Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
- Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment



of taxes in accordance with the legal provisions of the relevant country in which it the Bidder operates.

Any Bidder will automatically be excluded from the quotation process if it is found that they are guilty of misrepresentation in supplying the required information within their quotation bid or fail to supply the required information.

16. Conflict of Interest / Non Collusion

Any Bidder is required to confirm in writing:

- That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of SCI which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
- Whether or not there are any existing contacts between SCI, and any other Save the Children entity, and it and if there are any arrangements which have been put in place over the last twenty four (24) months.
- That it has not communicated to anyone other than SCI the amount or approximate amount of the quotation.
- That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the quotation process.

17. Assignment and novation

All Bidders are required to confirm that they will if required be willing to enter into a contract on similar terms with either SCI or any other Save the Children entity if so required.

PART 3: TERMS AND CONDITIONS OF PURCHASE

[The terms and conditions below are the standard short form term & conditions for Goods or Services. If the Long form Contract or Framework Agreement will be required for Goods or Services, please replace the Terms and Conditions below with the correct long form version]

[This document should be reviewed under local law and amended as necessary]

1 Definitions and Interpretation

These terms and conditions ("Conditions") provide the basis of the contract between the supplier ("Supplier") and Save the Children International (the "Customer"), in relation to the validly issued purchase order ("Order") (the Order and the Conditions are together referred to as the "Contract"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Order.

2 Quality and Defects

2.1 The Goods and the Services shall, as appropriate:

- a) correspond with their description in the Order and any applicable specification;
- b) comply with all applicable statutory and regulatory requirements;
- c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;
- d) be free from defects in design, material, workmanship and installation; and
- e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

2.2 The Customer (including its representatives or agents) reserves the right at any time to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

3 Compliance and Ethical Standards

3.1 The Supplier, its suppliers and sub-contractors, shall (a) observe the highest ethical standards, and shall comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation's international labour standards on child labour and forced labour) from time to time in force, (b) comply with the following Customer policies, which are annexed: Child Safeguarding; Fraud, Bribery and Corruption; and Human Trafficking and Modern Slavery (together the "Mandatory Policies"), and (c) act in relation to the Contract in accordance with the principles of the Inter-Agency Procurement Group Code of Conduct.

3.2 The Supplier, its suppliers and sub-contractors shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with prohibited party armed groups or governments for any war related purpose; or (b) terrorism, including checking its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List.

3.3 The Supplier is taking reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.

3.4 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies or Condition 8 (Supplier's Warranties), and shall inform the Customer of full details of any action taken in relation to the reported breach.

4 Delivery / Performance

4.1 The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during the Customer's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 4.1.

4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Supplier shall give the Customer reasonable written notice of the specified date.

4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Order.

4.4 Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms 2010 identified in the Order, or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery.

4.5 The Customer shall not be deemed to have accepted any Goods or Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.

4.6 The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.

5 Indemnity

The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Customer by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services.

6 Price and Payment

Payment will be made as set out in the Order and the Customer shall be entitled to off-set against the price set out in the Order all sums owed to the Customer by the Supplier.

7 Termination

7.1 The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.

7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if the Supplier:

- a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
- b) is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer.

7.3 In the event of termination, all existing Orders must be completed.

8 Supplier's Warranties

8.1 The Supplier warrants to the Customer that:

- a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
- b) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer;
- c) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances;
- d) none of its directors or officers or any of its employees have any interest in any supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any transaction or arrangement with the Customer; and

- e) information provided to the Customer are, and remain, complete and accurate in all material respects.

9 Force majeure

9.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control (a "Force Majeure Event") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

9.2 If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

10 General

10.1 The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorisation.

10.2 The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.

10.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.

10.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

10.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.

10.6 The Contract shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.

10.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.

PART 4: SAVE THE CHILDREN'S CHILD SAFEGUARDING POLICY

Our values and principles

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

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

What we do

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

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

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

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

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

To help you clarify our safeguarding approach, we list here examples of the behaviour by a representative of Save the Children which are prohibited. These include but are not limited to:

1. Hitting or otherwise physically assaulting or physically abusing children.
2. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
3. Developing relationships with children which could in any way be deemed exploitative or abusive.
4. Acting in ways that may be abusive in any way or may place a child at risk of abuse.
5. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
6. Behaving physically in a manner which is inappropriate or sexually provocative.
7. Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
8. Doing things for children of a personal nature that they can do themselves.



9. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
10. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
11. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
12. Spending excessive time alone with children away from others.
13. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

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

If you are worried that a child or young person is being abused or neglected, (such as in points 1, 2, 3, 4, 6, 8, 9 and 10 above for example) or you are concerned about the inappropriate behaviour of an employee, or someone working with Save the Children, towards a child or young person, then you are obliged to:

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

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



PART 5: SAVE THE CHILDREN'S ANTI-BRIBERY AND CORRUPTION POLICY

Our values and principles

Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to behave in a corrupt manner while carrying out Save the Children's work.

What we do

Save the Children is committed to preventing acts of bribery and corruption through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of bribery and corruption.

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

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of bribery and corruption.

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

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

a) Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.

b) Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual's conduct in any way.

c) Receiving or Paying a so-called 'Grease' or 'Facilitation' payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.

d) Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.

e) Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.



f) Receiving a so-called 'Kickback' Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or quotation process.

g) Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.

h) Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

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

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

You are obliged to:-

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

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

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

PART 6: SAVE THE CHILDREN'S HUMAN TRAFFICKING AND MODERN SLAVERY POLICY

1. Our values and principles

Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in human trafficking or modern slavery.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

2. What is human trafficking and modern slavery?

The Modern Slavery Act (MSA) 2015 covers four activities:

Slavery	Exercising powers of ownership over a person
Servitude	The obligation to provide services is imposed by the use of coercion
Forced or compulsory labour	Work or services are exacted from a person under the menace of any penalty and for which the person has not offered themselves voluntarily
Human trafficking	Arranging or facilitating the travel of another person with a view to their exploitation

Modern slavery, including human trafficking, is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including:

- UK Modern Slavery Act 2015 (see above);
- US Trafficking Victims Protection Act 2000;
- USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and



- International Labour Standards on Child Labour and Forced Labour.

3. Our approach to preventing human trafficking and modern slavery

Save the Children is committed to preventing human trafficking and modern slavery, including through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of human trafficking and modern slavery.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of human trafficking and modern slavery.

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of human trafficking and modern slavery.

Responding: Ensuring that action is taken to identify and address cases of human trafficking and modern slavery.

To help you identify cases of human trafficking and modern slavery, the following are examples of prohibited categories of behaviour:

- a. **'Chattel slavery'**, in which one person owns another person.
- b. **'Bonded labour' or 'debt bondage'**, which is when a person's work is the security for a debt – effectively the person is on 'a long lease' which they cannot bring to an end, and so cannot leave their 'employer'. Often the conditions of employment can be such that the labourer can't pay off their debt and is stuck for life, because of low wages, deductions for food and lodging, and high interest rates.
- c. **'Serfdom'**, which is when a person has to live and work for another on the other's land.
- d. **Other forms of forced labour**, such as when passports are confiscated (sometimes by unscrupulous recruitment agencies) from migrant workers to keep them in bondage, or when a worker is 'kept in captivity' as a domestic servant. If a supplier or contractor appears to impose excessively harsh working conditions, or excessively poor wages, then you should always be alive to the possibility that a form of forced labour is occurring, and take care with your due diligence.
- e. **'Child slavery'**, which is the transfer of a young person (under 18) to another person so that the young person can be exploited. Child labour may, in fact, be a form of child slavery, and should not be tolerated. See the Save the Children Child Safeguarding Policy for further details.



- f. **'Marital and sexual slavery'**, including forced marriage, the purchase of women for marriage, forced prostitution, or other sexual exploitation of individuals through the use or threat of force or other penalty.

4. The commitment we expect from commercial partners

We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we may include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.

Please contact your Save the Children representative if you have further questions.



The Inter-Agency
Procurement Group

PART 7: CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS

Suppliers and manufacturers to Non Governmental Organisations (NGO's) should be aware of the Code of Conduct initiatives that the Inter-Agency Procurement Group (IAPG) support. This information is to advise you, our suppliers, of the Corporate Social Responsibility (CSR) element in our supplier relationships.

- Goods and services purchased are produced and developed under conditions that do not involve the abuse or exploitation of any persons.
- Goods produced and delivered by organisations subscribe to no exploitation of children
- Goods produced and manufactured have the least impact on the environment

Code of Conduct for Suppliers:

Goods and services are produced and delivered under conditions where:

- Employment is freely chosen
- The rights of staff to freedom of association and collective bargaining are respected.
- Living wages are paid
- There is no exploitation of children
- Working conditions are safe and hygienic
- Working hours are not excessive
- No discrimination is practised
- Regular employment is provided
- No harsh or inhumane treatment of staff is allowed.

Environmental Standards:

Suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas to be considered are:

- Waste Management
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

Business Behaviour:

IAPG members will seek alternative sources where the conduct of suppliers demonstrably violates anyone's basic human rights, and there is no willingness to address the situation within a reasonable timeframe.

IAPG members will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments which systematically violate the human rights of their citizens.



Qualifications to the statement

Where speed of deployment is essential in saving lives, IAPG members will purchase necessary goods and services from the most appropriate available source.

Disclaimer

This Code of Conduct does not supersede IAPG Members' individual Codes of Conduct. Suppliers are recommended to check the Agencies' own websites.

Policy Title:	Global Anti-Harassment Policy
Version:	1.2
Approved Date:	12 th January 2014
Approved by:	Chet Kuchinad – Chief People Officer
Author:	Joan Coyle
Review Date:	30 th September 2019

GLOBAL ANTI-HARASSMENT POLICY

This policy brings together key elements of the SCI Code of Conduct and the SCI Anti-Harassment, Intimidation and Bullying Procedure. The aim is to reinforce key messages and expectations related to ensuring a safe working environment for all our people, with a particular emphasis on sexual harassment, given the growing debate about the incidence and under-reporting of this within the NGO sector (and beyond).

SECTION I

1.1 POLICY STATEMENT

Save the Children International is committed to ensuring a safe working environment for all those who work for us and for all those who come into contact with our staff and representatives, including children and members of the communities with whom we work.

A similar commitment to creating an environment that is free of discrimination, disrespect and any other form of inappropriate behaviour is something that we expect of each individual who works for SCI in any capacity. We are individually responsible for our own behaviour at all times; for ensuring that we adhere to the standards of conduct set out in this policy, the Code of Conduct and related policies/procedures; and for reporting any concerns about conduct within the SCI workforce which may breach this policy.

SCI takes a zero tolerance approach to sexual harassment and any conduct that is discriminatory or disrespectful of others. All concerns that are reported to us will be addressed quickly and effectively, with due regard to the confidentiality of those raising a concern. Policy breaches will be investigated in line with relevant procedures; and disciplinary action - up to and including dismissal – will be implemented.

This policy forms a core element of a wider SCI framework aimed at further developing a culture that is safe for everyone and where all are treated with dignity and respect. As part of this wider framework, we will further develop our practice on raising awareness of this policy and related policies/procedures through induction, relevant training, and performance management; we will develop further guidance on how to address concerns/allegations via local procedures and mechanisms such as hotlines/helplines; and how best to support staff who may have been subject to sexual harassment or other forms of discriminatory treatment. We will also formally monitor and report on breaches of this policy.



SECTION 2

2.1 SCOPE

This policy applies to all those who work for or represent SCI in any capacity, including trustees, employees, secondees, consultants, volunteers, interns, and contractors.

We expect all our staff and representatives to strive for the highest standards of integrity and accountability and to conduct themselves in line with our Code of Conduct and this AntiHarassment Policy.

Leaders and managers have a particularly critical role to play in relation to this policy: role modelling good practice; driving a culture of dignity and respect; and ensuring that any breaches or potential breaches of this policy are addressed swiftly, effectively and in line with the relevant SCI procedures.

SECTION 3

3.1 DEFINITIONS

"Sexual Harassment"

Sexual harassment is unwelcome conduct of a sexual nature, which has the purpose, or effect of violating the dignity of a person and of creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.

Sexual harassment may take the form of unwelcome physical, verbal or non-verbal conduct, which may include - but is not limited to - the following:

- (a) Unwanted physical contact, ranging from touching to sexual assault and rape.
- (b) Verbal forms of sexual harassment including unwelcome innuendoes, suggestions and hints, sexual advances, comments with sexual overtones, sex-related jokes or insults or unwelcome graphic comments about a person's body made in their presence or directed toward them, unwelcome and inappropriate enquiries about a person's sex life, and sexual orientation, directed at a person or group of persons.
- (c) Non-verbal forms of sexual harassment including unwelcome gestures, whistling, indecent exposure, or the unwelcome display of sexually explicit pictures or objects.



- (d) Unwelcome messages of a sexual nature that are sent via email, SMS, skype, voice messages and other electronic means, whether using SCI IT/devices or personal mobiles/equipment.
- (d) Sexual harassment that is linked to recruitment/employment opportunities, promotion, training or development opportunities, and the offer of salary increments or other employee benefits in exchange for sexual favours.



“Discriminatory and disrespectful behaviour”

Other forms of harassment may relate to a person's gender, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability and may involve:

Intimidation: the unreasonable use of status or authority to require an individual to perform an action or task which the individual knows to be inappropriate, illegal or in direct conflict with SCI policy or procedures;

or:

Bullying: any offensive, abusive, malicious or insulting behaviour which makes the recipient feel upset, threatened, humiliated or vulnerable.

3.2 PRINCIPLES AND STANDARDS Principles:

SCI will not tolerate any form of sexual harassment or other discriminatory or inappropriate behaviour within the workforce.

Employees are prohibited from harassing others, whether on SCI premises or elsewhere and whether during or outside working hours.

Standards:

In addition to the standards of behaviour implied in the definitions above, the specific provisions of the SCI Code of Conduct apply to all employees and representatives at all times.

Those related to sexual harassment are:

- Not taking part in any form of abuse, including sexual abuse.
- Not engaging in sexual relations with anyone under the age of 18.
- Not exchanging money, employment, goods or services for sexual favours.

Those related to other forms of discriminatory and disrespectful behaviour are:

- Failing to respect the basic rights of all human beings regardless of gender, disability, ethnicity, religion, caste, language, HIV status and other aspects of identity.
- Acting fairly, honestly and tactfully and treating people with dignity and respect.
- Not taking part in any form of discrimination, harassment, or abuse (physical or verbal), intimidation or exploitation, or in any other way infringing the rights of others.
- Striving for high standards in our work, taking responsibility for our actions and not abusing a position of power as a Save the Children representative.
- Not behaving in a way that is likely to bring Save the Children into disrepute



SECTION 4

4.1 REPORTING

Any employee subjected to sexual harassment has the right to raise a grievance/complaint and to have their complaint treated seriously, swiftly, sensitively and confidentially.

In the case of other types of discrimination or disrespectful behaviour, the provisions of the local/national grievance procedure will apply.

In all cases, employees will be protected as far as is reasonably possible against victimization, retaliation or false accusations that may arise as result of reporting sexual harassment or other forms of discriminatory or disrespectful behaviour.

In cases of sexual harassment, abuse or assault, given the deeply sensitive and personal nature of such abuse, the employee will have access to several options for reporting his or her concern, according to what the employee believes is most appropriate in his/her context. The options are:

Informal route:

In the case of sexual harassment which the employee may consider to be a one-off or a relatively mild example of misconduct, the employee concerned may choose to explain to the person engaging in the unwanted conduct that the behaviour in question is not welcome, that it offends them or makes them uncomfortable, or that it interferes with their work; and that if it is repeated, it will have the effect of converting unwanted attention into harassment.

Formal route:

In more serious cases, the employee has multiple options:

- Report the concern via the Whistleblowing Policy.
- Report the concern directly to the most senior manager in the location (e.g. the Country Director) or to the most senior HR representative in the location (e.g. CO HR Director). - Report the concern directly to the Chief People Officer at the London Centre office.

If an employee raises a concern verbally, he/she should follow up by submitting the complaint in writing, in line with the relevant local reporting procedure.

Where an investigation is warranted, SCI undertakes to conduct an investigation as soon as possible, and in compliance with the standards set out in the relevant local reporting procedure.

Any attempt at intimidation, victimization or retaliation towards the complainant, witnesses or any other party involved in an investigation may be subject to a separate disciplinary action.

Managers and supervisors must deal expeditiously and fairly with any allegation of sexual harassment that has been brought to their attention, whether or not there has been a written or formal complaint. They must:

- Take all complaints or concerns of alleged or possible harassment or discrimination seriously no matter how minor it may appear or who is involved.
- Ensure that harassment or inappropriate sexually oriented conduct is immediately reported to HR so that a prompt investigation can occur.



- Take any appropriate action to prevent retaliation or prohibited conduct from recurring during and after any investigations or complaints.

Managers and supervisors who knowingly allow or tolerate sexual harassment or retaliation, or who fail to immediately report such misconduct to HR, will be deemed to have breached this policy.

Employees who violate this policy will be subject to appropriate disciplinary action, up to and including dismissal; any potentially criminal actions may be reported to the relevant authorities.

4.2 SUPPORTING/RELATED DOCUMENTATION

Links to Supporting Documentation	
1.	<u>SCI Code of Conduct</u>
2.	<u>SCI Anti-Harassment, Intimidation and Bullying Procedures</u> (under review)

SAVE THE CHILDREN SUPPLIER SUSTAINABILITY POLICY

PART 1 - INTRODUCTION

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

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

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

PART 2 - SCOPE OF APPLICATION

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

PART 3 - CONTINUOUS IMPROVEMENT

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

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

PART 4 - MANAGEMENT, MONITORING AND EVALUATION

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

PART 5 – KEY PRINCIPLES AND SUPPLIER STANDARDS

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

I - KEY PRINCIPLES

I.1	Obey all applicable international and local laws, legislation, and regulations	All Standards
I.2	Elevate Social, Economic and Environmental Sustainability to the core of your decision making and ways of working	
I.3	Promote diversity, inclusion, and equality in ways of working, decision-making and treatment of staff	Standard 2 - Labour
I.4	Employ staff of an appropriate age	
I.5	Pay all staff fairly and reasonably	
I.6	Employ staff on a voluntary basis, with freely agreed documented terms of employment	
I.7	Be a responsible employer, treat staff fairly and protect their health and safety	
I.8	Ensure that workers and employees have a voice and are given the freedom of association	Standard 3 - Human Rights
I.9	Grant staff the rights afforded under national and international Human Rights acts	
I.10	Ensure all staff are treated with dignity and respect	Standard 4 - Environment
I.11	Minimise environmental impact (including waste, energy, emissions and water) as much as possible	
I.12	Adhere to the highest standards of moral and ethical conduct	Standard 5 - Ethical Conduct
I.13	Adopt a zero-tolerance approach towards fraud, bribery and corruption	
I.14	Adopt a zero-tolerance policy towards any form of abuse, harmful practices, and behaviour being committed against children and adults, and take all available measures to prevent all forms of these	Standard 6 - Safeguarding

I.15 Act against all allegations and reports of exploitation, abuse, harassment, and any other form of misconduct

I.16 Do not engage in any form of discrimination, maltreatment, abuse, or poor safeguarding practices irrespective of a person's socio-economic status, gender, age, disability, ethnic and tribal identity, faith or religious affiliation, and/or sexual orientation (Applies to during and out of working hours)

I.17 Protect and promote the land rights of communities, including indigenous people

Standard 7
=
Community

SUPPLIER STANDARD 2 - LABOUR

2.1 MINIMUM WORKING AGE

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

2.2 FORCED / COMPULSORY LABOUR

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

2.3 MODERN SLAVERY AND HUMAN TRAFFICKING

2.3.1 **Must** not participate in, or support, Human Trafficking or Modern Slavery.

2.3.2 **Must** not subject any people to exploitative or harmful labour.

2.4 CHILD LABOUR²

2.4.1 **Must** ensure that work opportunities provided to children of working age are decent.

2.4.2 **Must** not employ persons under the age of 18 for work that is likely to harm their health, safety, or morals.

2.4.3 *Should* work towards the effective elimination of child labour through your and your suppliers' supply chains including identifying and supporting children and families where children are at risk of child labour, through a do no harm approach and through taking the best interest of the child into account.

2.5 DISCRIMINATION

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

2.6 HARASSMENT, INTIMIDATION AND BULLYING

2.6.1 **Must** ensure no staff are subject to harassment (sexual, verbal, physical, mental or visual), coercive behaviour, intimidation or bullying. This also includes behaviour directed towards Save the Children staff.

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

- 2.6.2 **Must** ensure zero-tolerance towards any action that violates a person's dignity, or creates an intimidating, hostile, degrading, humiliating or offensive environment.

2.7 WAGES AND WORKING HOURS

- 2.7.1 **Must** ensure workers are provided with a fair living wage³.
- 2.7.2 **Must** not make deductions from wages other than those permitted under conditions as prescribed by the applicable law, regulations, or collective agreement. The supplier should inform concerned workers of such deductions.
- 2.7.3 *Should* ensure workers are not required to work more than the regular and overtime hours allowed by the laws of the country where the workers are employed.
- 2.7.4 *Should* use employment contracts for all staff to provide security.
- 2.7.5 *Should* ensure your suppliers and subcontractors are paid fairly and on time as committed.

2.8 HEALTH AND SAFETY

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

SUPPLIER STANDARD 3 – HUMAN RIGHTS

3.1 HUMAN RIGHTS

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

SUPPLIER STANDARD 4 - ENVIRONMENT

Suppliers should reduce their negative environmental impact by adhering to the following standards⁴ :

4.1 ENVIRONMENTAL

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

4.2 IMPACT

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

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

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

- 4.2.1 *Should* develop environmental impact goals and implement an environmental policy, and where possible, include your own supplier's / supply chains in the goals.
- 4.2.2 *Should* measure and reduce, where possible, the negative environmental impact of your organisation and operations (e.g. biodiversity conservation, waste production, emissions, water usage etc.).

4.3 WASTE

- 4.3.1 *Should* adopt a work culture and business practices that endeavour to reduce waste throughout the lifecycle of your products and operations (this includes procurement, production / manufacturing, packaging, and transportation).
- 4.3.2 *Should* avoid using materials that are dependent on finite resources, instead use materials of sustainable origin.
- 4.3.3 *Should* review processes, operations and supply chains to maximise efficiency and reduce waste (including standardisation, sustainable practices, re-use of materials, recycling of waste, and disposal practices).

4.4 ENERGY AND EMISSIONS

- 4.4.1 *Should* adopt a work culture and practices that reduce emissions (e.g. CO₂, N₂O, Hydrocarbons etc.) in the lifecycle of your products and operations.
- 4.4.2 *Should* have a clear understanding of your carbon footprint and a plan to reduce it.
- 4.4.3 *Should* use alternative / green energy sources (e.g. solar power).

4.5 WATER

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

SUPPLIER STANDARD 5 – ETHICAL CONDUCT

5.1 CORRUPTION

- 5.1.1 **Must** not act in a dishonest manner or engage in any form of corrupt practices, including but not limited to extortion, fraud, tax evasion, money laundering and bribery.
- 5.1.2 **Must** not attempt to improperly influence any Save the Children procurement process.

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

- 5.2.1 **Must** disclose any actual, perceived, or potential Conflict of Interests. This may include a Save the Children employee / agent / member of their immediate family (or an organisation that employs any of this family), having any kind of interest or economic ties with a supplier.
- 5.2.2 **Must** notify Save the Children if employment is given to any ex Save the Children staff members within 12 months of them ending their employment with Save the Children.

5.3 GIFTS AND HOSPITALITY

- 5.3.1 **Must** not provide, or attempt to provide, any type of gift, hospitality, holidays, goods / services, or other items of value to a Save the Children employee⁵.

5.1 SANCTIONS, AID DIVERSION AND EXPORT CONTROLS

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

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

SUPPLIER STANDARD 6 - SAFEGUARDING

6.1 CHILD⁶ AND ADULT SAFEGUARDING

- 6.1.1 **Must** comply with all relevant laws and regulations including '*United Nations Convention on the Rights of the Child*', '*International Labour Standards on Child Labour & Forced Labour*' etc.
- 6.1.2 **Must** complete vetting / background checks on all perspective staff (permanent / temporary / casual) during recruitment.
- 6.1.3 *Should* ensure staff are aware of the Safeguarding Policy⁷ and participate in Safeguarding trainings provided by Save the Children when offered.
- 6.1.4 **Must** create and maintain a safe and inclusive environment, free from any form of discrimination, exploitation, abuse, harassment, intimidation, and bullying.

6.2 EXPLOITATION, ABUSE AND HARM

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

SUPPLIER STANDARD 7 – COMMUNITY IMPACT

7.1 COMMUNITY STRENGTHENING AND LIVELIHOODS

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

⁷ [Child Safeguarding Policy](#)

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

7.2 INDIGENOUS PEOPLE

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

7.3 CULTURAL HERITAGE

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

PART 6 – WHISTLEBLOWING / CONTACT US

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