

FRAMEWORK SERVICES AGREEMENT

[insert PR number]

Contents

BACKGROUND	3
AGREED TERMS.....	3
1. INTERPRETATION.....	3
2. COMMENCEMENT AND DURATION.....	6
3. PURCHASE ORDER.....	6
4. SUPPLIER'S RESPONSIBILITIES.....	7
5. CUSTOMER'S OBLIGATIONS	9
6. DUE DILIGENCE	10
7. CHANGE ORDERS	11
8. CHARGES AND PAYMENT.....	12
9. CURRENCY AND EXCHANGE RATE	13
10. WITHHOLDING TAX	13
11. AUDIT	14
12. INTELLECTUAL PROPERTY RIGHTS	14
13. COMPLIANCE WITH LAWS AND POLICIES	15
14. DATA PROTECTION	15
15. CONFLICT OF INTEREST.....	17
16. LIMITATION OF LIABILITY	18
17. TERMINATION	19
18. CONSEQUENCES OF TERMINATION.....	20
19. INADEQUACY OF DAMAGES	21
20. FORCE MAJEURE.....	21
21. ASSIGNMENT AND OTHER DEALINGS.....	22
22. VARIATION.....	22
23. WAIVER	22
24. RIGHTS AND REMEDIES	22
25. SEVERANCE.....	22
26. ENTIRE AGREEMENT.....	22
27. CONFLICT	23
28. NO PARTNERSHIP OR AGENCY.....	23
29. THIRD PARTY RIGHTS	23
30. CONFIDENTIALITY.....	23
31. MEDIA AND COMMUNICATIONS	24
32. NOTICES.....	24
33. FURTHER ASSURANCE	25
34. COUNTERPARTS.....	25
35. MULTI-TIERED DISPUTE RESOLUTION PROCEDURE.....	25
36. GOVERNING LAW	26
37. DATE OF AGREEMENT.....	26
SCHEDULE 1 - AVAILABLE SERVICES	27
SCHEDULE 2 - REFERENCE CHARGES.....	28
SCHEDULE 3A - TEMPLATE PURCHASE ORDER.....	29
SCHEDULE 3B - TEMPLATE CHANGE ORDER	30
SCHEDULE 4 - MANDATORY POLICIES	31
SCHEDULE 5 – ETHICAL PROCUREMENT CONSIDERATIONS AND SPECIAL DONOR PROVISIONS.....	32

THIS AGREEMENT DATED [insert date]

PARTIES

- 1) [insert company name] incorporated and registered in [insert country] with company number [insert company number] whose registered office is at [insert address] (**Supplier**)
- 2) **GOAL** incorporated and registered in [insert country] with registration number [insert registration number] whose registered office is at [insert HO address]; represented by [insert name of staff signing the contract] (**Customer**)

BACKGROUND

- A. The Supplier is in the business of providing the Available Services.
- B. The Customer wishes to obtain and the Supplier wishes to provide the Available Services on the terms set out in the Agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1. Definitions:

Affiliate: in relation to any person, any other person directly or indirectly Controlled by, or Controlling of, or under common Control with, that person and, in the case of a trust, any trustee or beneficiary (actual or potential) of that trust and, in the case of an individual, any person connected with him (within the meaning of sections 220 to 222 of the Companies Act 2014).

Agreement: this Agreement and any and all of the Schedules attached hereto.

Applicable Laws: all applicable laws, statutes, regulations and codes applicable to either party or to the existence of operation of this Agreement, as amended/consolidated from time to time, including applicable:

- (a) anti-bribery and corruption laws (including the Prevention of Corruption Act 1906 & Public Bodies Corrupt Practices Act 1889);
- (b) anti-money laundering laws and regulations (including the Proceeds of Crime Act 1996, Criminal Assets Bureau Act 1996 and Criminal Justice (Money Laundering and Terrorist Financing) Act 2010);
- (c) counter-terrorism laws and regulations (including the Criminal Justice (Terrorist Offences) Act 2005, Offences Against the State Act 1939, and the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010); and
- (d) Sanctions laws and regulations.
(Together "**Financial Crime Laws**").

ATSCs: anti-terror sanctions checks.

Available Services/the Services: the services as set out in [Schedule 1](#).

Business Day: a day, other than a Saturday, Sunday, or public holiday in Iraq when banks in Erbil are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Change Order: the proposal to amend the scope or execution of the Works in accordance with [Clause 7](#), a template of which is attached to the Agreement in [Schedule 3B](#).

Conflict of Interest: when one Party's interests compete or conflict (or could appear to a reasonable

observer to compete or conflict) with the interests of the other Party.

Control: the power of a person to secure, directly or indirectly, (whether by the holding of shares, possession of voting rights or by virtue of any other power conferred by the articles of association, constitution, partnership deed or other documents regulating another person or otherwise) that the affairs of such other person are conducted in accordance with his or its wishes and "**Controlled**" and "**Controlling**" shall be construed accordingly.

Customer's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Works including any such items specified in a Purchase Order.

Customer's Manager: the individual identified as such in [Clause 5.4\(a\)](#) or any replacement individual appointed by the Customer.

Customer Materials: all documents, information, items and materials in any form (whether owned by the Customer or a third party), which are provided by the Customer to the Supplier in connection with the Works.

Data Protection Legislation:

- (a) any legislation in force from time to time in the European Union which implements the European Community's Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (b) from 25 May 2018 only, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (**General Data Protection Regulation**);
- (c) any other legislation in force from time to time in Ireland or the European Union relating to privacy and/or the processing of personal data; and
- (d) any guidance or statutory codes of practice issued by the Data Protection Commissioner or the European Data Protection Board set up under the General Data Protection Regulation in relation to such legislation.

Force Majeure Event: has the meaning given in [Clause 20.1](#).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Key Personnel: the individuals identified as Key Personnel in [Clause 4.3\(a\)](#) and [Clause 5.4\(a\)](#), or any replacement individuals appointed by the Supplier or the Customer pursuant to this Agreement.

Mandatory Policies: the applicable provisions of:

- (a) the Customer's business policies attached in [Schedule 4](#), as amended by notification to the Supplier from time to time;
- (b) the Customer's Ethical Procurement Policies and Special Donor Provisions attached in [Schedule 5](#); and
- (c) the Customer's Financial Crime Policies (including anti-fraud policies and sanctions policies).

Purchase Order: the detailed plan, agreed in accordance with [Clause 3.1](#), describing the services to be provided by the Supplier, the timetable for their performance and other related matters as required by the Customer. The template Purchase Order for use is annexed hereto as [Schedule 3A](#).

Purchase Order Charges: the sums payable for the Works as set out in a Purchase Order and calculated in accordance with the Reference Charges.

Recipients: the persons identified by the Customer on the relevant Purchase Orders and through exchange of information as persons to whom the Supplier is to deliver the relevant funds.

Reference Charges: the standard charges for the Available Services or the framework for calculating them as set out in [Schedule 2](#).

Required Withholding: has the meaning given in [Clause 10.1](#).

Sanctions Lists: official sanctions lists and other blacklists, including but not limited to the UK Home Office's List of Proscribed Groups or Terrorist Organisations, HM Treasury's Consolidated List of Financial Sanctions Targets, the European Union's Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions, OIG List of Excluded Individuals/Entities, United States Specially Designated Nationals and Blocked Persons, United Nations Consolidated Sanctions List, WMD Trade Control Designations, World Banking List of Ineligible Firms, and sanction lists maintained by the US Office of Foreign Assets Control, each as amended from time to time.

Supplier's Manager: the individual identified as such in [Clause 4.3\(a\)](#), or any replacement individual appointed by the Supplier pursuant to [Clause 4.3\(d\)](#) or [Clause 4.3\(e\)](#), being the person responsible for managing the Works on behalf of the Supplier.

Works: the Available Services which are provided by the Supplier under a Purchase Order, including services which are incidental or ancillary to the Works.

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established, and all the staff, associates and subcontractors of that company.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8. This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11. A reference to **writing** or **written** includes fax and email.

- 1.12. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13. A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.14. References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16. In the event the Supplier requires the services of a sub-contractor; the Supplier shall be fully responsible for all work and services performed by its sub-contractors and service provider/contractors, and for all acts and omissions of such sub-contractors and service providers/contractors. The approval of the Customer of a sub-contractor shall not relieve the Supplier of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

2. COMMENCEMENT AND DURATION

- 2.1. This agreement shall commence on the last date of signing by all Parties, whichever is the latest and shall continue for a period of **twelve (12) months**, unless terminated earlier in accordance with [Clause 17](#), until either party gives to the other party written notice to terminate. Such notice shall expire on the completion of all Purchase Orders entered into before the date on which it is served.
- 2.2. If there are no uncompleted Purchase Orders as at the date notice to terminate is served under [Clause 2.1](#), such notice shall terminate this agreement with immediate effect.
- 2.3. This agreement may be extended for a further **two (2) periods of twelve (12) months up to a maximum duration of thirty-six (36) months in total**; upon mutual agreement by both parties at each annual renewal period.
- 2.4. The parties shall not enter into any further Purchase Order after the date on which notice to terminate is served under [Clause 2.1](#).
- 2.5. The Customer may procure any of the Available Services by agreeing a Purchase Order with the Supplier pursuant to [Clause 3](#).
- 2.6. The Supplier shall provide the Works from the date specified in the relevant Purchase Order.

3. PURCHASE ORDER

- 3.1. Each purchase order shall be agreed in the following manner:
 - a) the Customer shall prepare the Purchase Order for Available Services required by the Customer;
 - b) a written and authorised Purchase Order shall be issued to the Supplier for each transfer required by the Customer. The Purchase Order shall bear the authorised signatures and official stamps of the Customer and the Supplier to be valid and shall only come into effect upon the application of the necessary signatures and official stamps;
 - c) the Purchase Order shall detail the Works regarding logistics and any other relevant matters required by the Customer;
 - d) each Purchase Order shall be uniquely referenced and shall include the Agreement reference, the Customer's system generated number (PR), the donor's grant reference, and any other details required by the Customer and Supplier to perform the Works;

- e) each Purchase Order shall identify the date the Customer will share necessary details of the Recipients, which shall be a date no less than **five (5) Business Days** before the date for delivery of the Works specified in the Purchase Order;
 - f) the Supplier and the Customer shall discuss and agree each Purchase Order; and
 - g) both Parties shall sign the Purchase Order.
- 3.2. Once a Purchase Order has been agreed and signed in accordance with *Clause 3.1*, no amendment shall be made to it except in accordance with *Clause 7* or *Clause 17*.
- 3.3. Unless otherwise agreed, the Purchase Order Charges shall be calculated in accordance with the Reference Charges set out in *Schedule 2*.
- 3.4. Each Purchase Order shall be part of the Agreement and shall not form a separate contract to it.
4. SUPPLIER'S RESPONSIBILITIES
- 4.1. The Supplier shall:
- a) provide the Works in accordance with the Purchase Order;
 - b) ensure that the Works will conform in all respects with the Purchase Order;
 - c) perform the Works with the highest level of care, skill and diligence in accordance with good industry practice;
 - d) co-operate with the Customer in all matters relating to the Works, and comply with the Customer's reasonable instructions;
 - e) before the date on which the Works are to start, obtain and maintain during the term of the relevant Purchase Order, all necessary licences and consents and comply with all Applicable Laws and Mandatory Policies;
 - f) the Customer reserves the right to refuse any of the Supplier's personnel involved in the provision of the Works access to the Customer's premises, which shall only be given to the extent necessary for the performance of the Works;
 - g) hold all Customer Materials in safe custody at its own risk, maintain such Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisations;
 - h) not do or omit to do anything, reasonably within its power and ability, which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business. This clause shall not oblige the Supplier to do or omit to do anything which is likely to breach any Applicable Laws or Mandatory Policies;
 - i) notify the Customer in writing immediately upon the occurrence of a change of control of the Supplier;
 - j) ensure sufficient personnel are in place to facilitate secure and timely payments as requested by the Customer;
 - k) is fully responsible for the security of funds in transit up to the disbursement and handover to the relevant Recipient(s);

- l) provide the Customer with at least 24 hours notification of a Change Order request;
- m) if for any reason, the Supplier is compelled to discontinue the Available Services, the Supplier shall inform the Customer of any such discontinuation within three (3) Business Days of making the decision, and any monies owed by each Party to the other Party shall be returned within thirty (30) Business Days of that notice, to the bank accounts as determined by the Parties;
- n) not assign the Agreement, in whole or in part, without the prior written consent of the Customer. With the Customer's written consent, the Supplier may sub-contract some or all of the services required under this Agreement. The Supplier shall be fully responsible for all services performed by its sub-contractors and suppliers, and for all acts and omissions of such sub-contractors and vendors. The Supplier shall be responsible to perform proper due diligence on its sub-contractors, vendors, agents and other associates used in the performance of this contract. The approval of the Customer of a sub-contractor shall not relieve the Supplier of any of its obligations under this Contract. The terms of any sub-contract shall be subject to, and conform to, the provisions of this Agreement;
- o) ensure that no monies are paid to the Customer or a Customer member of staff by the Supplier otherwise than in accordance this Agreement. If the Supplier is approached by a Customer member of staff for a payment, commission, 'kickback' or associated payment or any other advantage of any kind, they are obliged to report the request or payment directly to the Customer's Country Director within thirty-six hours or through the Customer's whistleblowing hotline. Failure to report:
 - i. any request for payment by a member of staff of the Customer; or
 - ii. actual payment by the Supplier (or anyone acting on their behalf) to a member of staff of the Customer,
 to the Customer's Country Representative, shall result in the immediate termination of this Agreement and may result in disqualification of the Supplier from participation in future contracts with the Customer;
- p) indemnify and keep indemnified the Customer against any and all losses suffered by the Customer where such losses are caused by or arise from any action or omission of the Supplier, negligence or fraud on the part of the Supplier, or failure of the Supplier to comply with:
 - i. Applicable Laws or Mandatory Policies; and
 - ii. the Supplier's obligation to conduct due diligence checks against Sanctions Lists under [Clause 6.1](#).

4.2. Time is of the essence for the Supplier in relation to any performance dates set out in the Purchase Order. If the Supplier fails to meet the relevant deadlines, then (without prejudice to the Customer's right to terminate this agreement and any other rights it may have), the Customer may:

- a) refuse to accept any subsequent performance of the Works under the relevant Purchase Order which the Supplier attempts to make;
- b) purchase substitute services from elsewhere; and
- c) hold the Supplier accountable for any direct losses (including costs) suffered by the Customer due to the Supplier's failure to meet the relevant deadlines.

4.3. In relation to the Supplier's personnel, the Supplier shall:

- a) use the following Key Personnel in the provision of the Works:
 - i. [key personnel]
 - ii. [key personnel]

iii. [key personnel]; and
[Drafting Note: To be completed by service provider.]

- b) ensure that all personnel involved in the provision of the Works have suitable skills and experience to enable them to perform the tasks assigned to them, and are in sufficient number to enable the Supplier to fulfil its obligations under this agreement;
- c) ensure that the Supplier's Manager has authority to contractually bind the Supplier on all matters relating to the Works (including by signing Change Orders and Purchase Orders);
- d) promptly inform the Customer of the absence (or the anticipated absence) of any of the Key Personnel, and if so required by the Customer, provide a properly qualified replacement for such individual, and such individual has been subject to due diligence checks in accordance with [Clause 6.1](#); and
- e) use its best endeavours not to make any changes to the Key Personnel throughout the term of the relevant Purchase Order and obtain the prior written approval of the Customer (such approval not to be unreasonably withheld or delayed) to any replacements for such individuals.

5. CUSTOMER'S OBLIGATIONS

5.1. The Parties acknowledge and agree that the Customer has no obligation to provide the Supplier with work or any minimum transfer level. The Agreement shall not be deemed terminated as a result of any lack of work.

5.2. The Customer shall:

- a) co-operate with the Supplier in all matters relating to the Works;
- b) ensure that the Customer's Manager has authority to contractually bind the Customer on all matters relating to the Works (including by signing Purchase Orders and Change Orders);
- c) provide access to the Customer's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Customer in writing in advance for the purposes of the Works;
- d) inform the Supplier of all health and safety and security requirements that apply at any of the Customer's premises which the Supplier will require access to;
- e) provide a Purchase Order to the Supplier for each transfer required by the Customer in accordance with [Clause 3](#);
- f) provide to the Supplier all documents, information, items and materials reasonably required under a Purchase Order;
- g) provide to the Supplier the relevant details of the Recipients in the agreed format ('Payment Form') at the point of distribution on the day of the payment by the Supplier to the Recipients;
- h) receive back from the Supplier on the day of payment, at the point of distribution, the Payment Form signed by all Recipients, to confirm payments made, with Recipient ID copies attached;
- i) indemnify and keep indemnified the Supplier against the entirety of any and all losses suffered by the Supplier where such losses are caused by or arise from any failure of the Customer to comply with:
 - i. Applicable Laws or Mandatory Policies; and
 - ii. Customer's obligation to conduct due diligence checks against Sanctions Lists under [Clause](#)

6.2.

5.3. In consideration of the provision of the Works by the Supplier, the Customer shall pay the Purchase Order Charge via bank transfer in accordance with [Clause 8](#).

5.4. In relation to the Customer's personnel, the Customer shall:

- a) Use the following Key Personnel in the provision of the Works:
 - i. [insert name]
 - ii. [insert name]
 - iii. [insert name]
 - iv. [insert name]
- b) ensure that the Customer's Key Personnel have authority to contractually bind the Customer on all matters relating to the Works (including by signing Change Orders and Purchase Orders);
- c) promptly inform the Supplier of the absence (or the anticipated absence), replacement and/or any change of the Customer's Key Personnel.

5.5. A failure by the Customer to comply with the terms of this Agreement can only relieve the Supplier from complying with its obligations under this Agreement with effect from the date on which the Supplier notifies the Customer in writing of the Customer's failure and its effect or anticipated effect on the Works.

6. DUE DILIGENCE

6.1. Without prejudice to its obligations under [Clause 4](#), the Supplier shall, in respect of all persons employed, subcontracted or otherwise involved by the Supplier in connection with the transfer of funds under this Agreement:

- a) apply the highest reasonable standard of diligence to ensure that it has verified the identity of any such persons;
- b) perform Anti-Terror/Sanctions Checks (ATSCs), including checking their names against the Sanctions Lists;
- c) where the checks pursuant to [Clause 6.1\(b\)](#) above produce a match with a record on any Sanctions Lists checked, either (i) terminate the contractual relationship or cease working with the person/entity or (ii) keep records that clearly explain, with supporting evidence where available, the circumstance that clears the match and shows that the persons or entities are not the same as the disbarred or sanctioned person or entity;
- d) keep records of the ATSCs performed, by name, including copies of any information used to 'clear' names that have been wrongly matched with records of the Sanctions Lists. For the avoidance of doubt, these records will also be subject to [Clause 11](#) (Audit) of the Agreement;
- e) apply the highest standard of diligence, in accordance with the due diligence procedures set out herein, to ensure no cash is provided to or handled by individuals or companies who appear on the Sanctions Lists.

6.2. Without prejudice to its obligations under [Clause 5](#), the Customer shall, in respect of its members of staff, all Recipients and all merchants/suppliers/businesses:

- a) apply the highest reasonable standard of diligence to ensure that it has verified the identity of any such persons;
- b) perform ATSCs to ensure that no staff member, merchant, supplier or business in respect of whom

there is a payment of, or a request for payment of, relevant funds appears on the Sanctions Lists (or is acting on behalf of a person who is on a Sanctions List or will make any such funds or part thereof available to such a person),

- c) where the checks pursuant to [Clause 6.2\(b\)](#) above produces a match with a record on any Sanctions Lists checked, either (i) remove the relevant person from the list of Recipients and notify the Supplier promptly of any such removal or (ii) keep records that clearly explain, with supporting evidence where available, the circumstance that clears the match and shows that the persons or entities are not the same as the disbarred or sanctioned person or entity;
- d) keep records of the ATSCs performed, by name, including copies of any information used to 'clear' names that have been wrongly matched with records of the Sanctions Lists and provide such records to the Supplier upon request; and
- e) apply the highest standard of diligence, in accordance with its internal policies, to ensure no cash under this Agreement is requested to be provided to individuals, organisations or private companies appearing on the Sanctions Lists.

7. CHANGE ORDERS

7.1. Either Party may propose changes to the scope or execution of the Works, but no proposed changes shall come into effect until a relevant Change Order has been signed by both Parties.

7.2. Each Change Order shall be uniquely referenced, include the unique reference of the relevant Purchase Order, and shall be a document setting out the proposed changes and the effect those changes will have on:

- a) the Works;
- b) the Purchase Order Charges;
- c) the timetable for the Works; and
- d) any of the other terms of the relevant Purchase Order.

7.3. The Customer may request a change to the Works by providing a Change Order to the Supplier providing as much detail as is reasonably necessary.

7.4. The Supplier may request a Change Order from the Customer (i) in the event of a Force Majeure Event or (ii) in order to comply with any applicable safety or regulatory requirements, Mandatory Policies or Applicable Laws.

7.5. The Customer shall not unreasonably withhold or delay consent to a Change Order request from the Supplier.

7.6. If the Parties:

- a) agree to a Change Order they shall sign it and that Change Order shall amend the relevant Purchase Order; or
- b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in [Clause 35](#).

7.7. The terms of the amended Purchase Order shall only apply to Works that have not yet been commenced by the Supplier at the time the Parties' signatures are applied to the relevant Change Order.

8. CHARGES AND PAYMENT

- 8.1. All payments to the Supplier shall be processed strictly in accordance with the provisions set out in this [Clause 8](#).
- 8.2. The Supplier shall issue an invoice to the Customer for confirmed disbursements to the Recipients; including relevant Purchase Order Charges calculated in accordance with the Reference Charges set out in [Schedule 2](#). The Purchase Order Charges shall be **exclusive** of all taxes.
- 8.3. Each invoice shall relate to one Purchase Order and must cite the unique reference of the relevant Purchase Order, and must clearly state the Supplier's bank account details per [Clause 8.8](#).
- 8.4. Disbursements shall be regarded as complete once verification has been provided to the Customer that the disbursement has been received by the designated Recipients. Such verification shall be by the signed Payment Form as per [Clause 5.2\(h\)](#).
- 8.5. The Supplier shall procure that each Recipient signs the Payment Form on receipt of the relevant disbursement. Any dispute as to whether a disbursement is completed shall be dealt with in accordance with the dispute resolution procedure in [Clause 355](#).
- 8.6. If the invoice is not satisfactory to the Customer, the Customer shall return the invoice to the Supplier for correction, detailing the reasons for any correction that the Customer deems necessary. If the Supplier agrees with the corrections suggested by the Customer, the Supplier shall return an amended invoice to the Customer within three (3) Business Days. Any dispute as to the invoice shall be dealt with in accordance with the dispute resolution procedure in [Clause 355](#).
- 8.7. All payments as between the Supplier and the Customer pursuant to this Agreement shall be exclusively processed by bank transfer. Under no circumstances will payments in cash be made between the Parties.
- 8.8. The Customer shall initiate payment of each undisputed invoice submitted to it by the Supplier within **thirty (30) Business Days** of receipt to the bank account details below:
Account Name:
Account Number:
SWIFT Code:
Bank Details:
- 8.9. The Customer shall ensure that all moneys transferred in accordance with [Clause 8.7](#) are provided and transferred in compliance with applicable anti-money laundering and counter-terrorism laws (and in particular that they are not, and do not represent whether directly or indirectly the proceeds of criminal or terrorist activity).
- 8.10. If the Customer requests a correction in accordance with [Clause 8.6](#) and the Supplier agrees to such correction, the Customer shall initiate payment of the corrected invoice within **thirty (30) Business Days** of receipt to the bank account details in [Clause 8.8](#) above. If the Supplier does not agree to the correction and the dispute resolution procedure is initiated in accordance with [Clause 8.5](#), the Customer shall pay any amounts due to the Supplier under the disputed invoice within **thirty (30) Business Days** of the resolution of the dispute or in accordance with any arbitral award (as applicable).
- 8.11. Without prejudice to the Customer's obligation to pay the Supplier's invoices, and provided it complies with this [Clause 8](#), the Customer is not responsible nor liable for any delays from the Customer's bank account to the Supplier's bank account caused by events outside its control, nor by any reasonably unforeseen due diligence, security, or other checks undertaken by any banking institution involved in the transit of funds, or requests for further information by any banking institution involved in the transit of funds, or by any other Authority whatsoever.
- 8.12. The Customer undertakes to inform the Supplier within 48 hours of any delays to the arrival of funds into the Supplier's bank account, insofar as such delay is known to the Customer.

- 8.13. The Customer will provide reasonable assistance to any banking institution involved in the transit of funds from the Customer to the Supplier, or to any other Authority, to ensure arrival of funds into the Supplier's bank account.
- 8.14. The Customer will ensure that all relevant information is provided and any and all reasonable requests for further information or clarification on any transfer by any banking institution involved in the transit of funds from the Customer to the Supplier, or by any other Authority, and with the utmost efficiency and effectiveness.
- 8.15. The Supplier agrees to pay bank fees charged only by its own bank account and the Customer agrees to pay all other bank fees arising from payment transfers by the Customer to the Supplier.
- 8.16. The Supplier agrees to inform the Customer of non-arrival of funds into the Supplier's bank account within a reasonable timeframe.
- 8.17. The Customer and the Supplier agree to act in a co-operative manner to resolve any delays in the arrival of funds into the Supplier's bank account.
- 8.18. The Supplier will inform the Customer in writing of any change to the nominated bank account per [Clause 8.8](#) and such change must be agreed by the Customer in writing (such agreement not to be unreasonably delayed or withheld). The Customer reserves the right to undertake due diligence on the owner/s of any new bank account provided by the Supplier and any such other security and compliance checks deemed necessary by the Customer prior to transfer of funds and undertakes to do so in a reasonable timeframe.
- 8.19. In the event that a transfer is not verified in accordance with the Agreement as a result of the Supplier's acts or omissions, the Supplier shall return the transfer value to the Customer within a reasonable timeframe and no Purchase Order Charges will be payable in respect of the relevant transfer.

9. CURRENCY AND EXCHANGE RATE

- 9.1. The Supplier shall disburse funds in denominations of [insert currency of payment to beneficiaries], or as directed by the Customer, to the named Recipients in accordance with the details shared by the Customer.
- 9.2. The Customer shall transfer funds to the Supplier in EUR, USD or GBP or any other currency as may be required by the Customer
- 9.3. The Customer and the Supplier shall agree the best available rate on the day that a Payment Request is made.
- 9.4. Where the Customer and the Supplier fail to agree an exchange rate, the Customer's exchange rate shall apply.
- 9.5. The Customer shall ensure that the agreed exchange rate, when applicable, is clearly written on the Purchase Order prior to sending it to the Supplier.
- 9.6. The Customer will bear the costs of any foreign exchange risk and ensure that the Supplier receives the full and equivalent value of the funds disbursed to the Recipients in whichever currency the Customer chooses in accordance with [Clause 9.1](#).

10. WITHHOLDING TAX

- 10.1. In order to ensure that Recipients receive the intended total amount of any Payment notwithstanding any withholding or deduction of, or in respect of, any tax which is required by law in relation to such Payment (a "Required Withholding"):
- a) the Customer shall make all payments to the Supplier under this Agreement without withholding or deduction other than a Required Withholding;
 - b) if there is a Required Withholding in relation to a payment by the Customer to the Supplier under this Agreement, the Customer shall, when making the payment to which the Required Withholding

relates, increase the gross payment amount such that, when the Required Withholding has been made, the Supplier receives the same total amount that it would have received if no such Required Withholding had been required; and

- c) if the Supplier or its cash agents are required to apply a Required Withholding in relation to a Payment, then provided that the Supplier has documented such requirement in the relevant invoice pursuant (and has submitted such additional evidence of the relevant requirement of law as the Customer reasonably requests), the Customer shall pay to the Supplier an amount equal to such Required Withholding.

11. AUDIT

- 11.1. The Supplier shall allow any external auditor authorised by the Customer to verify, by examining the documents by means of on-the-spot checks of original documents or to make copies thereof, the implementation of the contract and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The Supplier shall ensure that on-the-spot access is available at all reasonable times and shall co-operate and assist with the visit as is considered reasonable. The Supplier shall ensure that the information is readily available at the moment of the audit and if so requested, that the data be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment is made under this contract.
- 11.2. Furthermore, the Supplier shall allow any external auditor authorised by the Customer carrying out verifications as required to carry out checks and verification on the spot in accordance with the procedures set out by the donor or in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.
- 11.3. To this end, the Supplier undertakes to give appropriate and reasonable access to any external auditor authorised by the Customer carrying out verifications as required to the sites and locations at which the project is implemented, including its information systems, as well as all documents and databases concerning the technical and financial management of the action and to take all steps to facilitate their work. Access given to agents of any external auditor authorised by the Customer carrying out verifications shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Supplier must inform the Customer of their precise location.
- 11.4. The Supplier guarantees that the rights of any external auditor authorised by the Customer carrying out verifications as required to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to the Supplier's partners, associates and subcontractors.
- 11.5. The Customer, its donors or any of their duly authorised representatives, shall have access to any books, documents, papers, and records of the Supplier which are directly pertinent to the specific program for the purpose of making audits, examinations, copies, excerpts and transcriptions.
- 11.6. The Customer shall provide reasonable notice of its intention to conduct an audit and any audit shall be conducted during Business Hours. This requirement to give notice will not apply if the Customer believes that the Supplier is in breach of any of its obligations under the Agreement.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. In relation to the Customer Materials:
 - a) the Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and
 - b) the Customer grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable

licence to copy and modify the Customer Materials for the term of this Agreement for the purpose of providing the Works to the Customer.

12.2. The Supplier:

- a) warrants that the receipt and use of the Works by the Customer and its permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- b) shall keep the Customer indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the Supplier's breach of its warranty under [Clause 12.2\(a\)](#) above.

12.3. If the Supplier is required to indemnify the Customer under [Clause 12.2\(b\)](#), the Customer shall:

- a) notify the Supplier in writing of any claim against it in respect of which it wishes to rely on the indemnity at [Clause 12.2\(b\)](#) (IPRs Claim);
- b) allow the Supplier, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Supplier shall obtain the Customer's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- c) provide the Supplier with such reasonable assistance regarding the IPRs Claim as is required by the Supplier, subject to reimbursement by the Supplier of the Customer's costs so incurred; and
- d) not, without prior consultation with the Supplier, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Supplier considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute.

13. COMPLIANCE WITH LAWS AND POLICIES

13.1. In performing its obligations under this agreement, each Party shall comply with the Applicable Laws and Mandatory Policies.

13.2. Without limiting [Clause 13.1](#), each Party shall comply with the restrictions set out in the Applicable Laws and Mandatory Policies (irrespective of whether the Supplier or the Customer is subject to any other jurisdiction), including but not limited to:

- a) The Prevention of Corruption Act 1906 & Public Bodies Corrupt Practices Act 1889, the UK Bribery Act 2010 and the United States Foreign Corrupt Practices Act 1977; and
- b) The Proceeds of Crime Act 1996, Criminal Assets Bureau Act 1996, Criminal Justice (Money Laundering and Terrorist Financing) Act 2010), the Criminal Justice (Terrorist Offences) Act 2005, Offences Against the State Act 1939, the UK Terrorism Act 2000 and UK Proceeds of Crime Act 2002 and the U.S. Sanctions and Embargo laws and regulations including Executive Order 13224 on Terrorist Financing, which effectively prohibit transactions with persons or entities that commit, threaten to commit or support terrorism.

14. DATA PROTECTION

14.1. The parties acknowledge that for the purposes of Data Protection Legislation, in performing its obligations under this Agreement:

- a) the Supplier, to the extent that it processes data received from the Customer, is a "**data processor**" and the Customer is the "**data controller**"; as defined in the Data Protection Legislation.

14.2. The Supplier agrees that in instances where it is a data processor, it shall:

- a) comply with all laws that apply to the data processor from time to time as a data processor of the personal data;

Use and processing of data

- b) only use such data for the purposes of performing its obligations under this Agreement, and shall not disclose such data to any third party or allow any third party to use such data other than: (i) in compliance with Data Protection Legislation and the conditions stated in [Clause 14.2\(q\)](#) and [Clause 14.2\(r\)](#); and (ii) for the sole purpose of performing its obligations under this Agreement;
- c) act only on the written instructions of the data controller in relation to the processing of such personal data under this Agreement;
- d) assist the data controller with undertaking an assessment of the impact of processing any personal data, and with any consultations with a data protection authority, if and to the extent an assessment or consultation is required to be carried under Data Protection Legislation;

Access to information

- e) upon the request of a data subject, inform such data subject that it is a data processor and that the other Party is a data controller;
- f) inform the data controller immediately in the event of:
 - i. the exercise by any data subject of any rights under Data Protection Legislation in relation to any personal data;
 - ii. a request to rectify, block or erase any personal data;
 - iii. a request, complaint or communication relating to either Party's obligations under the Data Protection legislation;
 - iv. receiving any request from the Data Protection Commissioner or any other regulatory authority in connection with the personal data processed under this agreement;
 - v. receiving any request from any third Party for disclosure of personal data where compliance with such request is required or purported to be required by law.
- g) cooperate with the data controller and provide assistance to deal with all requests and communications from data subjects and the Information Commissioner;
- h) co-operate with and provide such information and access to any facilities, premises or equipment from or on which personal data is, has been, or is to be processed pursuant to this Agreement as the data controller may reasonably require to enable it to monitor compliance by the data processor with the obligations in this [Clause 144](#);
- i) maintain, and make available upon request by the data controller, acting reasonably, and/or any competent data protection or privacy authority, documentation, a central register or an inventory which describes the processing operations for which the data processor is responsible and specifies:
 - vi. the purposes for which such personal data is processed;
 - vii. a description of such personal data that it processes (including the categories of personal data and data subjects involved);
 - viii. any recipients of such personal data; and
 - ix. the location(s) of any overseas processing of such personal data;

Disclosure and data sharing

- j) only disclose such personal data to, or allow access by, its employees, agents and delegates who have had appropriate training in data protection matters and whose use of such personal data is necessary for the performance of their job function;
- k) ensure all employees, agents and delegates who can/or do access such personal data are informed of its confidential nature and do not copy, publish, disclose or divulge such personal data to any third party without the prior written consent of the data controller;
- l) not divulge such personal data whether directly or indirectly to any person or firm without the prior written consent of the data controller except, subject to [Clause 14.2\(r\)](#), to those of its employees, agents and delegates who are engaged in the processing of the personal data or except as may be required by any applicable laws or any court to which the data processor or its Affiliates are subject;
- m) not process or otherwise transfer any personal data to a third party outside the EEA except with the express prior written consent of the data controller;

Security systems

- n) at all times during the term of this Agreement, implement appropriate technical and organisational measures to protect such personal data held or processed by it against unauthorised or unlawful processing and against accidental loss, destruction or damage;

Data Retention and Disposal

- o) promptly upon termination or expiry of this Agreement and, at any other time, on request by the data controller, return to the data controller or delete all personal data, including that of GOAL employees, together with all copies thereof in any media in its power, possession or control, except to the extent the data processor (i) is required to retain a copy of such personal data to comply with Applicable Laws or Mandatory Policies or (ii) has a continuing right to store or use such data pursuant to another agreement with relevant Recipients or third parties.
- p) promptly upon becoming aware of the same, notify the data controller of any actual or suspected incident of accidental or unlawful destruction or accidental disclosure of or access to personal data and provide all co-operation and information reasonably required by the data controller in relation to the incident; including corrective action unless such action is contrary to the law.

Third parties

- q) not engage any sub-contractor to assist it in the fulfilment of its obligations under the Agreement without the prior written consent of the data controller and unless there is a written contract in place with the sub-contractor which requires the sub-contractor to:
 - i. only carry out processing as may be necessary from time to time for the purposes of its engagement by the data processor in connection with the Agreement; and
 - ii. comply with obligations equivalent to those imposed on the data processor in this [Clause 14.2](#); and
 - iii. notify the data controller of any changes to the subcontractor or the written contract; and
- r) ensure that, in the event of delegation to an Affiliate or other delegate, or the appointment of an agent, such Affiliate, delegate or agent shall comply with obligations equivalent to those imposed on the data processor in [Clause 14.2](#); and
- s) remain fully liable for all acts or omissions of any sub-contractor.

15. CONFLICT OF INTEREST

- 15.1. All Parties are expected to exercise good judgment and the highest ethical standards in business or commercial activities outside the Agreement that in any way can affect the other Party. They shall at all

times exercise particular care that no detriment to the interest of the other Party or the Agreement may result from a conflict between those interests and any business or commercial interests which the Party may have. In particular, both Parties have an obligation to avoid any activity, agreement, business investment or interest or other situation that might, in fact or in appearance, cause one Party to place his or her own interest, or that of any other person or entity, above his or her obligation to the other Party. The words "in appearance" should be noted particularly since the appearance of an action might tend to impair confidence even if the individual may not actually do anything wrong. To this end, both Parties must avoid any investments, associations or other relationships that could conflict with their responsibility to the other Party. Any potential conflicts of interest must be reported immediately to the other Party's General Manager, Director and legal counsel.

16. LIMITATION OF LIABILITY

16.1. Nothing in the Agreement shall limit or exclude the Supplier's or the Customer's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
- b) fraud or fraudulent misrepresentation;
- c) breaches of its obligations in respect of Intellectual Property Rights set out in [Clause 122](#);
- d) breaches of its obligations in respect of data protection set out in [Clause 144](#); or
- e) breach of the terms implied by section 12 of the Sale of Goods and Supply of Services Act 1980 (title and quiet possession) or other liability which cannot be limited or excluded by applicable law.

16.2. Subject to [Clause 16.1](#):

- a) neither Party to the Agreement shall have any liability to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement;
- b) the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the value of any individual Purchase Order, aggregated if there is more than one Purchase Order in process, which have given rise to losses arising; and
- c) the Customer's total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the Purchase Order Charges for any individual Purchase Order, aggregated if there is more than one Purchase Order in process.

16.3. Notwithstanding [Clause 16.2\(a\)](#), the losses for which the Supplier assumes responsibility and which shall (subject to [Clause 16.2 \(b\)](#)) be recoverable by the Customer include:

- a) in respect of any services not provided in accordance with the terms of this agreement:
 - i. sums paid by the Customer to the Supplier pursuant to this agreement;
 - ii. wasted expenditure; and
 - iii. reasonable additional costs of procuring and implementing replacements for, or alternatives to, the Works; and
- b) losses incurred by the Customer arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, Supplier personnel, regulator or customer of the Customer) against the Customer caused by the Supplier's breach of its obligations under this Agreement;

16.4. No amount awarded or agreed to be paid under [Clause 122](#) (Intellectual Property Rights) and [Clause 144](#) (Data Protection) shall count towards the cap on each Party's liability under [Clause 16.2\(b\)](#) and [Clause 16.2\(c\)](#).

16.5. The rights of each Party under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.

17. TERMINATION

17.1. Without affecting any other right or remedy available to it, either Party may terminate this agreement with immediate effect by giving written notice to the other Party if:

- a) the provisions of [Clause 20.5](#) apply to that Party;
- b) the Party reasonably considers that the continue performance of this Agreement would cause it to breach or expose it to penalties or sanctions pursuant to the Financial Crime Laws;
- c) the other Party fails to initiate payment of any amount due under the Agreement on the due date for payment and remains in default not less than sixty (60) Business Days after being notified in writing to initiate such payment;
- d) the other party commits a material breach of any term of the Agreement which breach is irredeemable or (if such breach is remediable) fails to remedy that breach within a period of 15 Business Days after being notified in writing to do so;
- e) the other Party repeatedly breaches any of terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
- f) the other Party commits a breach of [Clause 133](#) (Compliance with laws and policies);
- g) the other party suspends, or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, in either case, within the meaning of section 268 of the Insolvency Act 1986;
- h) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- i) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- j) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company);
- k) the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;

- l) a person becomes entitled to appoint a receiver over all or any of the assets of the other Party or a receiver is appointed over all or any of the assets of the other Party;
 - m) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;
 - n) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in [Clause 17.1\(h\)](#) to [Clause 17.1\(n\)](#) (inclusive); or
 - o) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 17.2. For the purposes of [Clause 17.1\(e\)](#), material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating Party would otherwise derive from a substantial portion of this agreement over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 17.3. Without affecting any other right or remedy available to it, the Customer may terminate this agreement with immediate effect by giving written notice to the Supplier if there is a change of control of the Supplier.
18. CONSEQUENCES OF TERMINATION
- 18.1. Termination or expiration of the Agreement shall not affect either Party's continuing obligation to retain confidentiality, non-disclosure, and indemnification.
- 18.2. On termination or expiry of this agreement:
- a) all Purchase Orders not yet commenced by the Supplier shall terminate automatically; and
 - b) all Purchase Orders in process shall (unless otherwise agreed by the Parties) be completed by the Supplier in accordance with the relevant Purchase Order in so far as is practicable by the Supplier;
 - c) the Supplier shall provide the Customer with an invoice detailing the total amount due from the Customer to the Supplier pursuant to this Agreement, including any amounts due in respect of the Purchase Orders to be completed in accordance with [Clause 18.2\(b\)](#) above. Within thirty (30) Business Days of receiving this invoice, the Customer shall procure that payment for the sums due to the Supplier under the invoice is initiated to the bank account specified in [Clause 8.8](#). [Clauses 8.9](#) to [8.18](#) of this Agreement shall apply to the payment of sums due under this [Clause 18.2\(c\)](#).
 - d) the Supplier shall return all Customer Materials and the Customer's Equipment, including funds advanced but not disbursed. If the Supplier fails to do so, then the Customer or its appointed representative may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this agreement;
 - e) the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Works to the Customer or any replacement supplier appointed by it including the assistance as set out in the relevant Purchase Order; and
 - f) the following clauses shall continue in force: [Clause 1](#) (Interpretation), [Clause 8](#) (Charges and payments), [Clause 99](#) (Currency and exchange rate), [Clause 10](#) (Withholding tax), [Clause 111](#) (Audit),

Clause 122 (Intellectual property rights), *Clause 144* (Data protection), *Clause 16* (Limitation of liability), *Clause 18* (Consequences of termination), *Clause 233* (Waiver), *Clause 244* (Rights and remedies), *Clause 255* (Severance), *Clause 266* (Entire agreement), *Clause 27* (Conflict), *Clause 28* (No partnership or agency), *Clause 29* (Third party rights), *Clause 30* (Confidentiality), *Clause 31* (Media and communications), *Clause 32* (Notices), *Clause 34* (Counterparts), *Clause 35* (Multi-tiered dispute resolution procedure), and *Clause 36* (Governing law).

18.3. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

19. INADEQUACY OF DAMAGES

19.1. Without prejudice to any other rights or remedies that the Customer may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Supplier. Accordingly, the Customer shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

20. FORCE MAJEURE

20.1. Force Majeure Event means any circumstance not within a Party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) escalation of the following with direct impact on supply chain or areas where distributions are planned: terrorist attack, civil war, civil commotion or riots, war, armed conflict, imposition of sanctions, or embargo;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party).

20.2. Provided it has complied with *Clause 20.4*, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of the Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

20.3. The corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

20.4. The Affected Party shall:

- a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 24 hours from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to

perform any of its obligations under the Agreement; and

- b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

20.5. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 2 weeks, the Party not affected by the Force Majeure Event may terminate this agreement by giving 2 weeks written notice to the Affected Party. Such termination must be in accordance with [Clause 17](#).

21. ASSIGNMENT AND OTHER DEALINGS

21.1. The Parties shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement.

22. VARIATION

22.1. Subject to [Clause 7](#), no variation of the Agreement shall be effective unless it is in writing and signed by the Parties or their authorised representatives.

23. WAIVER

23.1. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

23.2. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

23.3. A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

24. RIGHTS AND REMEDIES

24.1. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

25. SEVERANCE

25.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

25.2. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

26. ENTIRE AGREEMENT

26.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

26.2. Without prejudice to the generality of the foregoing and to the extent permitted by law, this Agreement

excludes any warranty, condition or other undertaking implied at law or custom, usage or course of dealing.

- 26.3. The Parties acknowledge and agree that in entering into this Agreement they have not relied on any statement, representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or implied from anything said or written in communications between the Parties prior to the date of signature of this Agreement which is not expressly set out in this Agreement.
- 26.4. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 26.5. Nothing in this Clause excludes or limits liability for fraud or fraudulent misrepresentation.

27. CONFLICT

- 27.1. If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Purchase Order, the provisions of this Agreement shall prevail.

28. NO PARTNERSHIP OR AGENCY

- 28.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 28.2. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

29. THIRD PARTY RIGHTS

- 29.1. No one other than a Party to this Agreement their successors and permitted assignees, shall have any right to enforce any of its terms.

30. CONFIDENTIALITY

- 30.1. Subject to [Clause 30.2](#) below, each Party shall keep the Confidential Information confidential and not disclose it to any third party. For the purposes of this [Clause 30.1](#), "**Confidential Information**" shall include the contents of this Agreement and any other agreement or arrangement contemplated by this Agreement, as well as:

- a) the identity and terms of service of any cash agents used by the Supplier; and
- b) any information which is expressly indicated to be confidential or is imparted by a Party to the other Party in circumstances importing an obligation of confidence,

which either Party may from time to time receive or obtain (orally, visually, in writing, electronically or by any other means) as a result of entering into, or performing its obligations pursuant to, this Agreement or otherwise.

- 30.2. The provisions of [Clause 30.1](#) shall not prohibit the disclosure of Confidential Information if and to the extent:

- a) disclosed to officers, employees or agents of the relevant Party (**Disclosed Representatives**), in each case, to the extent required to enable such Party to enjoy its rights and carry out its obligations under this Agreement and provided that the Disclosed Representatives are informed of the confidential nature of the Confidential Information before disclosure and required to comply with the provisions of this [Clause 30](#) in respect of such information as if they were a Party to this

Agreement;

- b) required by applicable law or by the rules of any relevant Regulatory Authority or for the purpose of any judicial proceedings arising out of this Agreement or any other agreement entered into under or pursuant to this Agreement;
- c) disclosed to the professional advisors of the relevant Party (**Advisors**), provided that the Advisors are informed of the confidential nature of the Confidential Information before disclosure and required to comply with the provisions of [Clause 300](#) in respect of such information as if they were a Party to this Agreement;
- d) the Confidential Information becomes publicly available (other than as a result of a breach of an obligation of confidentiality);
- e) the other Party has given its prior written consent to the disclosure;
- f) the Confidential Information is obtained from a third party who is not in breach of any undertaking or duty as to confidentiality whether express or implied;
- g) the Confidential Information is already in the possession of that Party and is not subject to an obligation of confidentiality or a restriction on use;
- h) the Confidential Information is independently developed; or
- i) the Confidential Information, in the reasonable belief of the Party who is disclosing the Confidential Information, tends to show that a Party is:
 - i. guilty of malpractice, including but not limited to criminal offences, breach of any legal obligation, miscarriages of justice, danger to the health and safety of any individual, and damage to the environment;
 - ii. engaging in, or proposes to engage in, unethical conduct; or
 - iii. deliberately concealing information about any of the above.

30.3. Except where prohibited by any applicable law or regulation, prior to disclosure of any Confidential Information pursuant to [Clause 30.2\(b\)](#) above, the Party being required to make the disclosure shall promptly notify the other Party of such requirement with a view to providing the other Party with the opportunity to resist such disclosure or otherwise to agree the timing and content of such disclosure.

31. MEDIA AND COMMUNICATIONS

31.1. The Supplier shall not comment or make any representation to the media, official bodies and/or agencies or host governments on the policy or views or any of the business or activities of the Customer; nor use the Customer's logo or name in any media or publicity materials, including the Supplier's website, without having first obtained the express permission of the Customer.

32. NOTICES

32.1. Any notice or other communication given to a Party under or in connection with this agreement shall be in writing and shall be:

- a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b) sent by email to the persons specified in [Clause 4.3 \(a\)](#) and [Clause 5.3 \(a\)](#).

32.2. Any notice or communication shall be deemed to have been served:

- a) in respect of delivery by hand, if it is properly addressed and delivered as evidenced by signature of a delivery receipt;
- b) in respect of pre-paid first-class post or other next Business Day delivery services, if properly addressed prepaid and delivered as evidenced by signature of a delivery receipt; and
- c) in respect of email, if dispatched to the correct e-mail address without any error message.

32.3. Any notice or communication shall be deemed to have been received:

- a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service; or
- c) if sent by email, at 9.00am on the next Business Day after transmission.

32.4. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

33. FURTHER ASSURANCE

33.1. Each Party shall from time to time execute such documents and perform such acts and things as may reasonably be required to give full effect to the provisions of this Agreement and the transactions contemplated by it.

34. COUNTERPARTS

34.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

34.2. Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by

- a) fax or
- b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

34.3. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

35. MULTI-TIERED DISPUTE RESOLUTION PROCEDURE

35.1. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then the Parties shall follow the procedure set out in this clause:

- a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Logistics & Procurement Manager of the Customer and [EMPLOYEE TITLE] of the Supplier shall attempt in good faith to resolve the Dispute;

- b) if the Logistics & Procurement Manager of the Customer and [EMPLOYEE TITLE] of the Supplier are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Head of Group Services of the Customer and [SENIOR OFFICER TITLE] of the Supplier who shall attempt in good faith to resolve it; and
- c) if the Head of Group Services of the Customer and [SENIOR OFFICER TITLE] of the Supplier are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 10 days after the date of the ADR notice.
- d) If the Dispute is not resolved within 30 days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be referred to and finally determined by arbitration under the Rules of Arbitration of the International Chamber of Commerce. The following provisions shall apply in respect of any such arbitration:
 - i. the arbitration shall be governed by Irish law;
 - ii. the seat of arbitration shall be Dublin (Republic of Ireland);
 - iii. the arbitration proceedings shall be conducted in the English language;
 - iv. the number of arbitrators shall be one; and
 - v. the award of the arbitrators shall be accompanied by a reasoned opinion.

36. GOVERNING LAW

- 36.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Republic of Ireland.

37. DATE OF AGREEMENT

- 37.1. This Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1 - AVAILABLE SERVICES

1. The Supplier shall provide money transfer services to the Customer in the manner of and subject to the terms and conditions as appear herein. The Available Services shall be the transfer of funds in various currencies to the person (individual or corporate) in the place and at the time and in the manner more particularly described in a Purchase Order.
2. The Supplier shall provide cash payments on behalf of the Customer to the Recipients in [insert programme area(s) covered] according to the Customer's instructions and valid Purchase Order and the Agreement.
3. Pursuant to *Clause 4.1.n*), the Parties acknowledge and agree that the Supplier will appoint Cash Agents in the relevant territories for the fulfilment of payments for the purposes of providing the Available Services.

SCHEDULE 2 - REFERENCE CHARGES

The Supplier shall charge commission as follows:

Line Number	Type of Service	Service Fee or Commission percentage	Disbursement period	Reimbursement Period
1.				
2.				
3.				

SCHEDULE 3A - TEMPLATE PURCHASE ORDER



Purchase order number	
Supplier quote reference	
Date issued	

GOAL PURCHASE ORDER

Supplier details:		Deliver to:		Ordered by:	
Company name		Consignee location		Order location	
Address		Address		Address	
Contact person		Contact person		Contact person	
Telephone		Telephone		Telephone	
Email		Email		Email	

Payment terms		Agreed delivery date		Packaging/delivery schedule (if any)
Currency		Delivery terms		
Additional information/instructions				

Number	Description of requirement	Unit	Quantity	Unit cost	Total cost
1					0.00
2					0.00
3					0.00
4					0.00
5					0.00
6					0.00
7					0.00
8					0.00
9					0.00
10					0.00

This order is subject to acceptance of GOAL's standard terms and conditions, which are incorporated by reference. Other incorporated documents are:	Tax (incl. VAT where applicable) Delivery cost Insurance/other cost Grand Total
	Sub total 0.00
	Grand Total 0.00

GOAL authorisation:	
Print name	
Position	
Signature	
Date	
Stamp	

Supplier authorisation:	
Print name	
Position	
Signature	
Date	
Stamp	

SCHEDULE 3B - TEMPLATE CHANGE ORDER

Amendment to [insert PO number] contract amendment # [insert contract amendment number]

Date: [insert date]

Place: GOAL, [insert GOAL office address].

First party, hereinafter referred to as “The Customer”: GOAL, incorporated and registered in [insert country] with registration number [insert registration number] whose registered office is at [insert address]; represented by [insert name of signatory]

Second party, hereinafter referred to as “The Supplier”: [insert company name] incorporated and registered in [insert country] with company number [insert company number] whose registered office is at [insert office address]

All articles of the FWA [insert original FWA PR number] and the PO [insert PO number] shall apply, with the exceptions as written below.

1.

Signed for the Customer:

Date: _____

[Insert name & position, should be same person who signed original contract where possible]

Signed for the Supplier

Date: _____

[Insert name & position, should be same as original contract]

SCHEDULE 4 - MANDATORY POLICIES

The Mandatory Policies attached herein are:

- Conflict of Interest Policy
- Anti-Fraud Policy
- Child Protection Policy
- PSEA Policy
- Code of Conduct
- Whistleblowing Policy

SCHEDULE 5 – ETHICAL PROCUREMENT CONSIDERATIONS AND SPECIAL DONOR PROVISIONS

A. Ethical Procurement Considerations:

1. The Customer supports the ethical procurement policy developed by Oxfam and strives to:
 - purchase goods and services that are produced and developed under conditions that do not involve the abuse or exploitation of any persons
 - have the least negative impact on the environment
2. This policy statement is supported by a Code of Conduct that details core labour standards, based on the conventions of the International Labour Organization:
 - Employment is freely chosen
 - Freedom of association and the right to collective bargaining are respected
 - Working conditions are safe and hygienic
 - No child labour/protection of children is ensured
 - Living wages are paid
 - Working hours are not excessive
 - No discrimination is practiced
 - Regular employment is provided
 - No harsh or inhumane treatment is allowed
3. The Customer will not deal with vendors that are engaged in the manufacture or sale of anti-personnel mines. By signing this contract the Supplier warrants that neither they nor any of their staff, associates or sub-contractors are engaged in the manufacture or sale of anti-personnel mines.
4. The Customer does not do business with companies that meet any of the following criteria:
 - (a) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning
 - (b) those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - (c) They have been convicted of an offence concerning their professional conduct by a judgement that has the force of res judicata;
 - (d) They have been guilty of grave professional misconduct proven by any means that the contracting authority can justify;
 - (e) They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
 - (f) They have been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
 - (g) Following another procurement procedure or grant award procedure, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.
5. HUMAN TRAFFICKING
 - (a) The Customer has adopted a policy supporting the prohibition of trafficking in persons including the trafficking-related activities for any purpose, including the use of forced labour. The Supplier and their

employees, and agents shall not:

- i. Engage in severe forms of trafficking in persons during the period of performance of the contract;
 - ii. Procure commercial sex acts during the period of performance of the contract;
 - iii. Use forced labour in the performance of the contract;
 - iv. Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
 - v. Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work
- (b) Should the Supplier become aware of, or suspect, human trafficking activities during the execution of the contract the Supplier must immediately inform the Customer to enable appropriate action to be taken.
- (c) In respect to any contract funded by the UK Government the Supplier is expected to be familiar with the terms of the UK Modern-Slavery Act 2015, and to abide by the conditions of the Act.
6. The Supplier represents and warrants that no official of the Customer has been, or shall be, offered by the Supplier any direct or indirect benefit arising from this Contract or the award thereof. The Supplier agrees that breach of this provision is breach of an essential term of this Contract.
7. Accepting this contract shall constitute a guarantee that neither the Supplier nor any Affiliate or a subsidiary controlled by the Supplier is in breach of any of the above provisions. In addition to the ineligibility criteria applied by the Customer, negotiation with potential vendors may be severed at any stage during a procurement process if it is found that they are subject to a conflict of interest or are guilty of misrepresentation in supplying the information required by the Customer as a condition of participation in the contract procedure, or fail to supply all of the information requested.

B. Special Donor Provisions:

1. USAID: Some monies associated with this contract may be from USAID grants. There are special donor provisions that should be considered by the Supplier, satisfied as complied with by GOAL. The Supplier shall abide by USAID Standard Provisions,¹ in particular, but not limited, to:
 - M1. Allowable costs
 - M2. Accounting, Audit and Records
 - M6. USAID Eligibility Rules for Procurement of Commodities and Services
 - M7. Title to and Use of Property
 - M10. Award Termination and Suspension
 - M11. Recipient and Employee Conduct
 - M12. Debarment and Suspension (full provision except for paragraphs c (2) to (4))
 - M14. Preventing Terrorist Financing
 - M15. Trafficking in Persons (paragraph a (1) to (3) only)

The following are required as applicable (RAA) Standard Provisions:

- RAA8. Travel and International Air Transportation
- RAA9. Ocean Shipment of Goods
- RAA10. Reporting Host Government Taxes

¹ Available at <https://www.usaid.gov/sites/default/files/documents/1868/303mab.pdf>.

It is the responsibility of the Supplier to ensure that all terms and conditions are understood by it (including all relevant employees, agents and sub-contractors) and obligations under the USAID Standard Mandatory Provisions and other USAID requirements in this contract are met.

2. DFID: This contract may be subject to the relevant DFID (Department for International Development – UK)² special donor provisions that should be considered by the Supplier, satisfied as complied with by the Customer when receiving all required documentation. The Supplier shall abide by DFID Standard Provisions,³ in particular, but not limited, to:

“GOAL and its partners must ensure that any procurement using grant funds meet international good practice, untied and free from narrow self-interest, using transparent processes, transparently fair and open competition, and good contract management, including prevention of malpractice.”

The Customer and its partners should source goods and services from suppliers that clearly offer value for money, and whose work place practices meet corporate social responsibility standards. All DFID partners are required to respect existing and future applicable sanctions legislation.

It is the responsibility of the Supplier to ensure that all terms and conditions are understood and obligations under the DFID guidelines and any other DFID requirements in this contract are met.

3. ECHO: This contract may be subject to the relevant ECHO (European Commission's Humanitarian Aid and Civil Protection department) special provisions.⁴

Complete texts of the above guidelines (including revisions to reflect this Present Contract) are available at the web links referenced above.

By signing this contract the Supplier warrants and represents that it and its staff are in compliance with the above standards.

² See: <https://www.gov.uk/government/organisations/department-for-international-development/about/procurement>.

³ Available at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/69774/Humanitarian-Response-Funding-Guidelines.pdf.

⁴ Available at: http://ec.europa.eu/echo/files/partners/humanitarian_aid/Procurement_Guidelines_en.pdf.

Signed by [NAME OF DIRECTOR]
for and on behalf of [insert company name]

Director

Signed by [insert name of signatory]
for and on behalf of **GOAL**

Country Director

<p>END OF DOCUMENT</p>
