* Invitation to Tender (ITT) for Youth Agro Expo under FWA for three (3) Years REF: KLA-UHB-4561



**Invitation to Tender (ITT) – International Tender - for** **Youth Agro Expo under FWA for three (3) Years.**

**REF: KLA-UHB-4561**

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| --- |
| **GOAL is completely against fraud, bribery, and corruption.****GOAL does not ask for money for bids. If approached for money or other favours, of if you have any suspicions of attempted fraud, bribery or corruption please report immediately to email** **speakup@goal.ie****Please provide as much detail as possible with any reports** |

# About GOAL

Established in 1977, GOAL is an international humanitarian and development agency committed to working with communities to achieve sustainable and innovative early response in crises and to assist them to build lasting solutions to mitigate poverty and vulnerability. GOAL has worked in over 60 countries and responded to almost every major humanitarian disaster. We are currently operational in 14 countries globally. For more information on GOAL and its operations please visit <https://www.goalglobal.org/>.

GOAL has been working in Uganda since 1979, The GOAL Uganda country programme focuses on two of GOAL’s three strategic sectors: health (including WASH and health accountability programming) and livelihoods. GOAL Uganda mainstreams gender, and child protection across all programming. GOAL works on a district focused approach and uses a mixture of direct implementation and partnerships with local civil society organisations, private sector partners, and district local governments to give effect to our mission. GOAL Uganda is funded by a number of donors, including Irish Aid, charity: water, Master Card Foundation, USAID and GOAL Global

# Proposed Timelines

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** |  **Date, year, time, and time-zone** |
| 1 | ITT published  | 9th May, 2022 |
| 2 | Closing date for clarifications  | 30th May 2022 at 17:00 hrs EAT |
| 3 | Closing date and time for receipt of Tenders | 7th June 2022 at 17:00 hrs EAT |
| 4 | Tender Opening Location | GOAL Kampala Office Located at Kansanga Kiwafu Estate Plot 5448 Bonge Way |
| 5 | Tender Opening Date and time  | 8th June 2022 at 11:00hrs EAT |
| 6 | Contracting Period | July 2022  |

# Overview of requirements

## 3.1 Services Specification

GOAL invites prospective suppliers/bidders to submit their offers for the 3-years FWA Youth Agro-Expo. The technical parameters must meet or exceed minimum requirements outlined for the service delivery at/ to GOAL Uganda in the Terms of Reference (Appendix 1)

## 3.2 The service being offered must be in line with the following requirements

The Youth Agro-Expo UG is to bring together key actors (private sector partners, young women and men, regulators, business enablers e.t.c) to foster knowledge sharing on products and service, initiate conversations that promote working relations, as well as promote business linkages and collaborations among key actors in the agricultural input/output, skilling, and financial services markets.. The Youth Agro-Expo UG also provides continuous learning opportunities for GOAL and other MasterCard Foundation Implementing Partners on constraints and emerging opportunities for young people to influence adaptive program management. Expected key participants for these events will include but are not limited to ;

|  |  |
| --- | --- |
| **Participant Category** | **Description** |
| Agriculture Inputs/Outputs Market Actors | Distributors of Seed, Fertilizer, Chemicals, equipment e.t.c, agriculture products off-takers and processors of output,  |
| Young Women & Men | Individual young women and men as well as those organized in groups |
| Development Partners | Civil Society Organization (CSOs), Young Africa Works in Uganda Implementing Partners, INGO’s etc |
| Financial Institutions | Commercial Banks, MDI, MFIs, Insurance Companies, and Insurance brokers, Regulators, |
| Skilling providers | Formal and Informal; including Alternative skilling providers, VTI’s BVETs,  |
| Business Development Service Providers | Local and national BDS providers including |
| ICT Firms  | FINTECH & AGRITECHS, Data Managers  |
| GOU Ministries, Departments & Agencies | Regulators and Technical Support – URSB, URA, District Production Depts etc |

More specifically, the Youth Agro=Expo aims to create a platform for:

* Input/Output, Financial Services, formal and alternative skills providers to demonstrate their product offering & technologies to youth including opportunity to sell their products.
* Government of Uganda (GoU) Line Ministries, Departments and Agencies (MDA’s) to share information on the technical back stopping services they provide.
* Information sharing and linkages amongst actors in the agricultural input/output markets, financial services, skilling providers, youth, and their actors, supporting and enabling functions (ICT, BDS, District Local Governments, Regulators etc) to promote working relationships.

From the lessons of last year’s events, now that the movement restrictions have been removed, lock down lifted and the economy fully opened, the next set of event will be open to the public. This will enable more youth to participate, more PSA’s to demonstrate their technologies and sell their products and increased interaction among the different stakeholders in the agriculture market system. The development of the marketplace on Youth Agro-Expo website provides a year-round platform where the different stakeholders are able to demonstrate the different products, services, and technologies

.

## 3.4 Type of Contract – Framework Agreement (FWA)

A framework agreement (FWA) is an agreement with a single supplier (or group of suppliers) to establish terms governing contracts that may be awarded during the period of the FWA. GOAL, as contracting authority, does not guarantee any volume of orders under FWAs as all purchases will be based on the needs and activities of GOAL.

The FWA will set prices for the FWA duration (initially for 1 year with the possibility to review on an annual basis up to a maximum of 3 years). Prices and the quality of the service received will be reviewed jointly on an annual basis by GOAL and framework suppliers to make sure it’s satisfactory and within current market value.

To participate in the FWA, respondents will need to be successful in this tender exercise. When an FWA is established with a supplier, the purchasing mechanism will be based on a Purchase Order - so when GOAL requires a supply or service provision, a Purchase Order will be sent to the supplier to contract each specific order and confirm terms. Each Purchase Order will be an individual contract based on the agreed terms in the FWA.

The winning tenderer(s) will be required to enter into a Framework Agreement with GOAL for provision of event management services for Youth Agro-Expos on the conditions set out into this ITT Terms of Reference (Appendix 3), Financial Offer, (Appendix 4), GOAL Standard Terms and Conditions (Appendix 5) and GDPR Terms and Conditions (Appendix 6), Supplier Code of Conduct (Appendix 7) and other documents which form the Response Format.

In case of establishing a multi-supplier Framework Agreement the purchasing mechanism will be based on a rotation or priority system, with individual orders placed according to GOAL’s internal priorities at the time of order.

# Terms of the Procurement

## Procurement Process

* + 1. This invitation to tender (ITT) is under an **open international tender**, the basic requirements with which proposals must comply with are detailed in section 5 of this ITT.
		2. This competition is being conducted under GOALs Open International Tender Procedure.
		3. The Contracting Authority for this procurement is GOAL.

## 4.2 Clarifications and Query Handling

### 4.2.1 GOAL has taken care to be as clear as possible in the language and terms it has used in compiling this ITT. Where any ambiguity or confusion arises from the meaning or interpretation of any word or term used in this document or any other document relating to this tender, the meaning and interpretation attributed to that word or term by GOAL will be final. GOAL will not accept responsibility for any misunderstanding of this document or any others relating to this tender.

### 4.2.2 Requests for additional information or clarifications can be made up to 5 working days (as outlined in section 2-Proposed timelines) before the deadline, and no later. Any queries about this ITT should be addressed in writing to GOAL via email on clarifications@goal.ie. and answers shall be collated and published online at <https://www.goalglobal.org/tenders> in a timely manner.

## 4.3 Conditions of Tender Submission

### 4.3.1 Tenders must be completed in English.

### 4.3.2 Tenders must respond to all requirements set out in this ITT and complete their offer in the Response Format.

### 4.3.3 Failure to submit tenders in the required format will, in almost all circumstances, result in the rejection of the tender. Failure to resubmit a correctly formatted tender within 3 (three) working days of such a request will result in disqualification.

### 4.3.4 Tenderers must disclose all relevant information to ensure that all tenders are fairly and legally evaluated. 4.3.5 Additionally, tenderers must provide details of any implications they know or believe their response will have on the successful operation of the contract or on the normal day-to-day operations with GOAL. Any attempt to withhold any information that the tenderer knows to be relevant or to mislead GOAL and/or its evaluation team in any way will result in the disqualification of the tender.

### 4.3.6 Tenders must detail all costs identified in this ITT. Additionally, tenders must detail any other costs whatsoever that could be incurred by GOAL in the usage of services and/or the availing of options that may not be explicitly identified/requested in this ITT. Tenderers’ attention is drawn to the fact that, in the event of a Contract/ Framework Agreement being awarded to them, the attempted imposition of undeclared costs will be considered a condition for default.

### 4.3.7 Any conflicts of interest (including any family relations to GOAL staff) involving a tenderer must be fully disclosed to GOAL particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the tenderer.

### 4.3.8 GOAL will not be liable in respect of any costs incurred by respondents in the preparation and submission of tenders or any associated work effort.

### 4.3.9 GOAL will conduct this tender, including the evaluation of responses and final awards in accordance with the detail set out at in the Evaluation process. Tenders will be opened by at least three designated officers of GOAL.

### GOAL is not bound to accept the lowest, or any tender submitted.

### 4.3.10 GOAL reserves the right to split the award of this contract between different bidders in any combination it deems appropriate, at its sole discretion.

### 4.3.11 The Supplier shall seek written approval from GOAL before entering into any sub-contracts for the purpose of fulfilling this contract. Full details of the proposed subcontracting company and the nature of their services shall be included in the written request for approval. Written requests for approval must be submitted to the contract focal point identified in section 1.1 of the contract.

### 4.3.12 GOAL reserves the right to refuse any subcontractor that is proposed by the Supplier.

### 4.3.13 GOAL reserves the right to negotiate with the Supplier who has submitted the lowest Bid that fully meets the technical requirements, for the purpose of seeking revisions of such Bid to enhance its technical aspects and/or to reduce the price.

### 4.3.14 Information supplied by respondents will be treated as contractually binding. However, GOAL reserves the right to seek clarification or verification of any such information.

### 4.3.15 GOAL reserves the right to terminate this competition at any stage.

### 4.3.16 Unsuccessful tenderers will be notified.

### 4.3.17 GOAL’s standard payment terms are by bank transfer within 30 days after satisfactory implementation and receipt of documents in order. Satisfactory implementation is decided solely by GOAL.

### 4.3.18 This document is not construed in any way as an offer to contract.

### 4.3.19 GOAL and all contracted suppliers must act in all its procurement and other activities in full compliance with donor requirements. Any contract(s) that arise from this ITT may be financed by multiple donors and those donors and/or their agents have rights of access to GOAL and/or any of its suppliers or contractors for audit purposes. These donors may also have additional regulations that it is not practical to list here. Submission of an offer under this ITT assumes Service Provider acceptance of these conditions.

### **4.3.20 Terrorism and Sanctions:** GOAL does not engage in transactions with any terrorist group or individual or entity involved with or associated with terrorism or individuals or entities that have active exclusion orders and/or sanctions against them. GOAL shall therefore not knowingly purchase supplies or services from companies that are associated in any way with terrorism and/or are the subject of any relevant international exclusion orders and/or sanctions. If you submit a bid based on this request, it shall constitute a guarantee that neither your company nor any affiliate or a subsidiary controlled by your company are associated with any known terrorist group or is/are the subject of any relevant international exclusion order and/or sanctions. A contract clause confirming this may be included in an eventual purchase order based on this request. Tenders must be completed in English.

### Any contract(s) awarded from this procurement procedure are likely to be subject to the EU General Data Processing Regulation (GDPR). Winning service provider(s) will be considered Data Processors, and GOAL will be the Data Controller. Any such contract(s) will contain appropriate instructions and clauses, and the Data Processor will be required to provide information on their Data Protection & Security procedures. GOAL reserves the right to rescind the award of contract should the Data Protection & Security procedures be considered (in GOAL’s sole opinion) inadequate, or if GOAL and the service provider cannot agree to minimum GDPR compliant contract terms

## 4.4 Quality Control

3rd party service providers may be contracted by GOAL to carry out random quality inspections of supplies carried out by the contracted party. The cost of the quality control inspections will be covered by GOAL.

In cases of supplier’s quality default in addition to Liquidated Damages section 21 of GOAL Standard Terms and Conditions the costs of the quality inspections and loading surveyor will be charged to the Contractor.

Sub-contracting: note section 3 in GOAL Standard Terms and Conditions. GOAL may choose to visit vendors, including sub-contractors (if any) as per of the evaluation process.

## 4.5 Submission of Tenders

1. Electronically with your offers in same email to tenders@goal.ie and in the subject field state:
2. **KLA-UHB-4561 Youth Agro Expos under FWA for three (3) Years.**
3. **Name of your company with the title of the attachment when applying as a company.**
4. **Number of emails that are sent e.g. 1 of 3, 2 of 3, 3 of 3**
5. If electronic bid submission is not possible, please submit in a sealed envelope marked KLA-UHB-4561VB with the words ‘*not be opened before the deadline of 7th June 2022 at 17:00Hrs* EAT *by the tender committee’* with your financial and technical offers inside one envelope marked as Financial Offer and Technical Offer

Envelope may be sent either by courier services or delivered by hand; and will be accepted during normal working hours for the country of submission. Please note that the GOAL office will not be open during weekends or public holidays.

Proof of sending is not proof of reception. Late delivery will result in your tender being rejected. Envelopes found open at the tender opening will be rejected. All information provided must be perfectly legible.

**All documents attached to emails must be in PDF or scan form. Any excel or word documents must be accompanied by a PDF or scan version of the document. Documents submitted solely in excel, word or other ‘soft copy’ format shall lead to the bid being rejected.**

## 4.6 Tender Opening Meeting

Tenders will be opened as per the section 2 at the following location:

GOAL Kampala Office

 Located at Kansanga Kiwafu Estate Plot 5448 Bonge Way

One authorised representative of each tenderer may attend the opening of the bids. Tenderers wishing to attend are requested to notify their intention by sending an e-mail at least 48 hours in advance to the following e-mail address: tenders@goal.ie Tenderers are invited to attend the Tender Opening Meeting at their own cost.

***Note: Due to the evolving nature of the Covid19 situation, company’s who send an email to notify their intention to attend will be informed by return of email whether the tender public opening will proceed. This decision will be in line with local government regulations and GOAL’s health and safety decision at that time.***

# 5. Evaluation Process

## 5.1 Evaluation stages

Tenderers will be considered for participation in the Contract subject to the following qualification process:

|  |  |  |
| --- | --- | --- |
| **Phase #** | **Evaluation Process Stage**  | **The basic requirements with which proposals must comply with** |
| *The first phase of evaluation of the responses will determine whether the tender has been submitted in line with the administrative instructions and meets the essential criteria. Only those tenders meeting the essential criteria will go forward to the second phase of the evaluation.* |
| 1 | **Administrative instructions** | 1. **Closing Date:**

Proposals must have met the deadline stated in section 2 of these Instructions to Tenderers, or such revised deadline as may be notified to Tenderers by GOAL. Tenderers must note that GOAL is prohibited from accepting any proposals after that deadline.1. **Submission Method:**

Proposals must be delivered in the method specified in section 4.5 of this document. GOAL will not accept responsibility for tenders delivered by any other method. Responses delivered in any other method may be rejected.1. **Format and Structure of the Proposals:**

Proposals must conform to the Response Format laid out in section 6 of these Instructions to Tenderers or such revised format and structure as may be notified to Tenderers by GOAL. **Failure to comply with the prescribed format and structure may result in your response being rejected at this stage.** 1. **Confirmation of validity of your proposal:**

The Tenderers must confirm that the period of validity of their proposal is not less than 90 (ninety) days. |
| **2** | **Essential Criteria** | **Minimum mandatory requirements of specifications or contract performance.** **1. Must be a registered business entity with a physical business address and should have been in business operations for at least 3 years.****2. Tax compliance – Tax registration/ Tax clearance certificates****3. Valid Trading license****4. Financial reports for 3 years (2019, 2020 & 2021)****5. Bank statement for the last 6 months** |
| *The second stage of the evaluation will involve an assessment of the Tenderer’s personal and legal circumstances, economic and financial standing, to fulfil the obligations of the contract* |
| **3** | **Legal, Economic & Financial Criteria** | **In-depth review of financial accounts and other documents submitted; tenderer is judged to have requisite financial stability.**  |
| *Each proposal that conforms to the Essential and Qualification Criteria will be evaluated according to the Award Criteria given below by GOAL.*  |
| **4** | **Award Criteria** | Tenders will be awarded marks under each of the award criteria listed in this section to determine the most economically advantageous tenders. |
| **Quality: This is based on the details in indicated in Technical Offer** **Price: Maximum scores available for criterion Price Score** 1. **A minimum of 3 years’ experience in agricultural related event organization business and present 3 event organisation work certificates from client.**
2. **Technical proposal detailing your understanding of the TORs, how you plan to execute the assignment and your technical capacity to execute this assignment. This should not exceed 3 pages**
3. **Financial proposal for the fairs.**
4. **Evidence of experience in organizing district/regional/national trade/ youth fairs. (Attach at least 2 contracts of such events and their corresponding completion certificates)**
5. **Experience in mobilizing and convening CSO, Government, Private Sector, and youth**
6. **Qualification of the lead persons (Please provide at least CVS of key personnel demonstrating** a minimum of 3 years organizing agricultural-related events) **with contact address for background reference checking.**
 |
| **5** | **Post selection**  | 1. The event organizer might be requested to make an addition oral presentation of the implementation strategy to GOAL Team. |

## 5.2 Tender Evaluation

GOAL will convene an evaluation team which may include members of the Finance, Logistics, Programmes, Donor Compliance and Internal Audit.

During the evaluation period clarifications may be sought by e-mail from tenderers. Clarifications may include testimonials from customers in support of particular aspects of a tender, whether such aspects are contained in the original submission or in subsequent responses to requests for clarification. Deadlines will be imposed for the receipt of such clarifications and failure to meet these deadlines may result in the disqualification of the tenderer or loss of marks. Responses to requests for clarification shall not materially change any of the elements of the proposals submitted. Unsolicited communications from Tenderers will not be entertained during the evaluation period.

* 1. **Award Criteria**

Prices might be in **UGX** (**Ugandan Shilling**) comprehensive and clear breakdown of prices must be shown as part of the financial offer – any transport fees, taxes, customs charges, component parts, packing fees etc. must be shown separately.

Prices offered will be evaluated on full cost basis (including all fees and taxes).

Marks for cost will be awarded on the inverse proportion principle (shown below):

**Scorevendor = 35 x (pricemin / pricevendor)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **AWARD CRITERIA** | **No** | **Conditions** | **Weighting (maximum points)** |
| **1** | **Technical/Quality** | 1 | 1. At least 3 years’ experience in event organization such as trade fairs, conferences etc. This evidence might include details of a previous contract, a recommendation letter from a former employer, any form of credible acknowledgement from an employer etc2. Technical and Financial proposal for the fairs3. Evidence of experience in organizing district/regional/national trade/ youth fairs. (Reference letter from former employers or completion certificates)4. Experience in mobilizing and convening CSO, Government, Private Sector, and youth5. Qualification of the lead persons (Please provide at least CVS of key personnel a minimum of 3 years organizing agricultural related events)  | 55 |
|  | **Delivery**  | 1 | Detailed work plan clearly indicating the key activities against a required timeframe. | 10 |
| **3** | **Price** | 1 |  **Financial Offer**Maximum scores available for criterion Price Scorevendor= 35 x (pricemin / pricevendor) | 35 |
|  | **TOTAL NUMBER OF POINTS** | **100** |

**All financial offers must be made on the basis of ‘best and final offer’.**

# Response Format

## 6.1 Introduction

All proposals must conform to the response format laid out below. Where a tender does not conform to the required format the Tenderer may be requested to resubmit it in the correct format, on the understanding that the resubmission cannot contain any material change from the original. Failure to resubmit in the correct format within 3 (three) working days may result in disqualification.

By responding to this ITT, each Tenderer is required to accept the terms and conditions of this ITT and to acknowledge and confirm their acceptance by returning a signed copy with its response. Should a Tenderer not comply with these requirements, GOAL may, at their sole discretion, reject the response.

If the Tenderer wishes to supplement their Response to any section of the ITT specifications with a reference to further supporting material, this reference must be clearly identified, including section and page number.

## 6.2 Submission Checklist

|  |  |  |  |
| --- | --- | --- | --- |
| **Line** | **Item** | **How to submit**  | **Tick attached**  |
| **Electronic submission** | **Physical submission** |  |
| 1 | This checklist  | Ticked, scan and save as ‘Checklist’ | Tick and submit.  |  |
| 2 | Must be a registered business entity with a physical business address and should have been in business operations for at least 3 years | Submit copies, scan and save as ‘Registration’ | Submit copies |  |
| 3 | Tax compliance – Tax registration/ Tax clearance certificates | Submit copies, scan and save as ‘Taxes’ | Submit copies |  |
| 4 | Valid Trading license | Submit copies, scan and save as ‘Trading licence’ | Submit copies |  |
| 5 | Financial reports for 3 years (2019, 2020 & 2021) | Submit copies, scan and save as ‘Financial Reports’ | Submit copies |  |
| 6 | Bank statement for the last 6 months (October 2021 – March 2022) | Submit copies, scan and save as ‘Bank statement’ | Submit copies |  |
| 7 | Appendix 1 - Contact Details included section 2 and 3  | Sign, scan and save as ‘contact Details’ | Sign, stamp and submit. |  |
| 8 | Appendix 2 – Technical Specifications/Terms of Reference signed | Complete, sign & stamp, scan and save as ‘Technical specifications’ | Complete, sign, stamp and submit.  |  |
| 9 | Appendix 3 – Financial Offer filled and signed | Complete, sign & stamp, scan and save as ‘Financial Offer’ | Complete, sign, stamp and submit.  |  |
| 10 | Appendix 4 – Detailed Workplan filled and signed | Complete, sign & stamp, scan and save as ‘Workplan’ | Complete, sign, stamp and submit. |  |
| 11 | Qualification of the lead persons (Please provide at least CVS of key personnel) with contact address for background reference checking | Submit copies, scan and save as ‘Qualifications’ | Submit copies |  |
| 12 | At least 3 years’ experience in event organization such as trade fairs, conferences etc. This evidence might include details of a previous contract, a recommendation letter from a former employer, any form of credible acknowledgement from an employer etc | Submit copies, scan and save as ‘Experience’ | Submit copies |  |
| 13 | Technical and Financial proposal for the fairs | Submit copies, scan and save as ‘technical/financial’ | Submit copies |  |
| 14 | Experience in mobilizing and convening CSO, Government, Private Sector, and youth | Submit copies, scan and save as ‘Experience | Submit copies |  |
| 15 | Evidence of experience in organizing district/regional/national trade/ youth fairs | Submit copies, scan and save as ‘Experience | Submit copies |  |
| 16 | Appendix 5 GDPR | Submit copies, scan and save as ‘GDPR’ | Submit copies |  |
| 17 | Appendix 6 GOAL Supplier Code of Conduct | Submit copies, scan and save as ‘GOAL Supplier Code of Conduct’ | Submit copies |  |

**Appendix 1 – COMPANY details**

1. **Contact Details**

This section must include the following information regarding the Individual or company and any partners or sub-contractors:

|  |  |
| --- | --- |
| Name of the prime Tenderer |  |
| Registered address of the prime Tenderer |  |
| Company Name |  |
| Address |  |
| Previous Name(s) if applicable |  |
| Registered Address if different from above |  |
| Registration Number  |  |
| Telephone |  |
| E-mail address |  |
| Website address |  |
| Year Established |  |
| Legal Form. Tick the relevant box | o Companyo Partnership | o Joint Ventureo Other (specify): |
| VAT/TVA/Tax Registration Number  |  |
| Directors names and titles and any other key personnel  |  |
| Please state name of any other persons/organisations (except tenderer) who will benefit from this contract (GOAL compliance matter) |  |
| Parent company |  |
| Ownership |  |
| Do you have associated companies? Tick relevant box. If YES – provide details for each company in the form of additional table as per **Contact Details** | oYes oNo |
|  | **Primary Contact** | **Secondary Contact** |
| Name |  |  |
| Current Position in the Organisation: |  |  |
| No. of years working with the Organisation: |  |  |
| Email address |  |  |
| Telephone |  |  |
| Mobile |  |  |
| Other Relevant Skills: |  |  |
| Institution (Date from – to) |  |  |
| Degrees or Diplomas |  |  |

## Professional or Corporate Memberships

These are with external professional bodies that your company is registered with (please note this is not the company/ business registration details). Please attach copies of any relevant certificates or memberships and use more lines if necessary:

|  |  |  |  |
| --- | --- | --- | --- |
| No | Name of the body | Year of registration | Membership Number |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |

**Profile**

Tenderers should note that the information requested below will be required under the Essential Criteria. In total the answers to these questions should take no more than 2 pages

|  |  |  |
| --- | --- | --- |
| **No** | **Description** | **Response** |
| 1 | An outline of the scope of business activities, and in particular details of relevant experience regarding contracts of this nature |  |
| 2 | Provide details of two contracts of a similar nature carried out in the last two years (please state customer name, delivery location, value of contract, and dates) |  |
| 3 | The number of years the Tenderer has been in business in its present form |  |
| 4 | A statement of overall turnover and turnover in respect to the goods and services offered under the proposed agreement for the last three years as per the following table: |
| **Year** | **Overall Turnover UGX**  | **Offered Goods Turnover UGX**  |
| **2021** |  |  |
| **2020** |  |  |
| **2019** |  |  |
| 5 | Where the Supplier proposes to use subcontractors or resellers/ distributors in the execution of the agreement this section should include details of the quality assurance mechanisms used by the Supplier to monitor the activities of its subcontractors or resellers/ distributors. Suppliers should note that commitment to quality, as evidenced by the existence of such quality control procedures, will be used as a Qualification Criteria  |  |
| 6 | Any other relevant information |  |

**References**

At least 2 (two) relevant references who may be contacted on a confidential basis to verify satisfactory execution of contracts must be supplied. These references may not be GOAL personnel or related to a GOAL contract. Respondents should supply this information for each of the references in the following format:

|  |  |  |
| --- | --- | --- |
| 1 | Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Fax |  |
| Email |  |
| Nature of supply |  |
| Approximate value of contract |  |
| 2 | Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Fax |  |
| Email |  |
| Nature of supply |  |
| Approximate value of contract |  |
| 3 | Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Fax |  |
| Email |  |
| Nature of supply |  |
| Approximate value of contract |  |
| 4 | Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Fax |  |
| Email |  |
| Nature of supply |  |
| Approximate value of contract |  |

By including the above information, tenderers confirm that they have consent from the data subject to share this information with GOAL for the purpose of providing a reference, to allow GOAL to analyse offers and award a contract under this tender; and that the data subject understands that the personal data may be shared internally within GOAL and externally if required by law and donor regulations; and may be stored for a period of up to 7 years from the award of contract.

# Declaration re Personal and Legal circumstances

|  |  |  |
| --- | --- | --- |
| THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERERS’ ORGANISATION. Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation | Yes | No |
| 1 | The Tenderer is bankrupt or is being wound up or its affairs are being administered by the court or has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations |  |  |
| 2 | The Tenderer is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations |  |  |
| 3 | The Tenderer, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata or been guilty of grave professional misconduct in the course of their business |  |  |
| 4 | The Tenderer has not fulfilled its obligations relating to the payment of taxes or social security contributions in Ireland or any other State in which the tenderer is located |  |  |
| 5 | The Tenderer, a Director or Partner has been found guilty of fraud |  |  |
| 6 | The Tenderer, a Director or Partner has been found guilty of money laundering |  |  |
| 7 | The Tenderer, a Director or Partner has been found guilty of corruption |  |  |
| 8 | The Tenderer, a Director or Partner has been convicted of being a member of a criminal organisation |  |  |
| 9 | The Tenderer, a Director or Partner is under investigation, or has been sanctioned within the preceding three (3) years by any national authority of a United Nations Member State for engaging or having engaged in proscribed practices, including but not limited to: corruption, fraud, coercion, collusion, obstruction, or any other unethical practice.  |  |  |
| 10 | The Tenderer has been guilty of serious misrepresentation in providing information to a public buying agency |  |  |
| 11 | The Tenderer has contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application |  |  |
| 12 | The Tenderer has colluded between themselves and other bidders (a bidding ring), and/or the Tenderer has had improper contact or discussions with any member of GOAL staff and/or members of their family |  |  |
| 13 | The Tenderer is fully compliant with the minimum terms and conditions of the Employment Law and with all other relevant employment legislation, as well as all relevant Health & Safety Regulations in the countries of registration and operations  |  |  |
| 14 | The Tenderer has procedures in place to ensure that subcontractors, if any are used for this contract, apply the same standards. |  |  |
| 15 | Consistent with numerous United Nations Security Council resolutions including S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001), GOAL is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of GOAL to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, **the Tenderer undertakes to use all reasonable efforts to ensure that it does not provide support to individuals or entities associated with terrorism.** |  |  |
| I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in future tenders. |
| Date |  |
| Name |  |
| Position |  |
| Telephone number  |  |
| Signature and full name |  |

1. **self-declaration of finance and tax**

|  |
| --- |
| **Turnover history** |
| **Turnover figures entered into the table must be the total sales value before any deductions.**‘Turnover of related products’ is for company’s that provide items or services in multiple sectors. Please enter information on turnover of items or services that are similar in nature to the items or services requested under this tender.  |
| **Trading year** | **Total turnover** | **Turnover of related products** |
| **2020** |  |  |
| **2019** |  |  |
| **2018** |  |  |
| Include a short narrative below to explain any trends year to year |
|  |
| 1. **GOAL operates within the law of the country of operation and within international legal requirements. GOAL expects all companies to fulfil their legal obligations, including meeting their tax liabilities and duties in accordance with the relevant tax legislation. Please comment below if you feel there are any matters you need to bring to GOAL’s attention.**
 |
| *Please continue on a separate sheet if necessary.*  |

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation/companyl being excluded from participation in future tenders.

Signed: (Director) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 2 – TERMS OF REFERENCE**

**TOR FOR YOUTH AGROEXPO UG22 – UG24**

**BACKGROUND**

GOAL is an Irish international humanitarian organization founded in 1977 and currently operational in 13 countries, in both protracted crisis and long-term development contexts. GOAL works so that people survive crisis, have resilient health and food security and nutrition and sustainable and sustainable livelihoods. GOAL works with the permanent players i.e., governments, civil society organizations and communities and the private sector to protect and stimulate socio-economic development.

**GOAL UGANDA COUNTRY PROGRAMME**

Operational in Uganda since 1979, GOAL currently has a head office in Kampala, 5 field offices and a team of approximately 100 personnel. We implement programmes that build community resilience and support socio-economic development with a focus on water, sanitation and hygiene, health systems strengthening and agricultural market systems. Our work is supported by several donors which include Mastercard Foundation, charity: water, Irish Aid, USAID, and Eleanor Crook Foundation.

**OUR APPROACH**

* **We build capacity within communities** to ensure that they can develop, implement, and sustain solutions based on their evolving needs. This creates social cohesion and fosters resilience.
* **We use a system approach** to ensure that our interventions address root causes, reflect the contexts in which we work, leverage opportunities and address barriers to development. This includes understanding how social behavior change and resilience can contribute to long-lasting solutions.
* **We support inclusive growth** to increase opportunities for disadvantaged or vulnerable groups, especially those affected by conflict or living in remote or rural areas. Our work targets communities, local civil society actors, private sector, and government representatives to ensure that all stakeholders benefit from growth opportunities.
* **We work with private sector partners – large and small – in multiple sectors** to promote access to services, support sustainable livelihoods and co-design interventions that provide social and economic benefits for all.
* **We focus on people-centered advocacy** to bring about sustainable change in services, policies, and laws. Through a systemic process owned and led by communities, we use evidence to influence those in power.

**ABOUT** **THE YOUNG AFRICA WORKS IN UGANDA: MARKETS FOR YOUTH PROGRAM**

The Young Africa Works In Uganda: Markets for Youth program is a market systems development intervention that aims to directly enable 300,000 rural young women and men to access dignified and fulfilling work over a five-year period across five sub-regions in the North, West, and Central regions of Uganda. 210,000 of the targets will be young women, 30,000 will be refugees, and 15,000 will be people living with disabilities. In addition, the program envisions benefiting 600,000 people indirectly through the multiplier effect of the different program interventions. The program will achieve this by tackling both supply and demand side of opportunities, as well as constraints in the agriculture sector. It will do this through partnering and supporting existing private sector actors to expand their businesses, adapt their business models, develop new products and services. This will help create economic and market opportunities for the beneficiaries, and their enterprises. The program is being implemented across the five sub-regions in the 16 districts with the following program outcomes.

1. Rural young women & men and their enterprises have access to and are using formal financial services and products.
2. Rural young women & men have received skills training; market intelligence & have participated in learning opportunities to upgrade practice & management in on and off-farm enterprises.
3. Rural young women & men & their enterprises have access to & participate in on & off-farm activities in the agricultural market system.
4. Rural young women & men have collectively & collaboratively worked together to increase their purchasing & influencing power in the agricultural market system.

**THE PILOT: YOUTH AGROEXPO UG-21**

Against the above background, in 2021 GOAL Uganda contracted 2 local event managers Akogo Concepts Ltd and ALK & ART Ltd, to conduct 4 agriculture and finance fairs dubbed **Youth AgroExpo UG-21** under the theme **“Driving Agriculture Innovation and Market Linkage for Ugandan Youth”** in Lira (2nd November 2021), Kasese (November 30, 2021), Moroto (December 7, 2021) and Hoima (December 10, 2021);

Because of COVID 19 containment measures and restrictions the format of the events was by invite whereby.

* A few youth champions were selected from youth groups (majorly those supported by CSO partners co-implementing with GOAL) in the districts where the events happened to represent their groups. The plan was that when they return to their groups, they would cascade this information to their groups, and this would commence the engagements with the different PSAs. The youth champions were supported financially in terms of transport, accommodation, and meals to attend the events
* In the same way selected PSAs were invited and supported to demonstrate and exhibit their technologies, products, and services. The PSAs were expected to get contacts of the groups through these youth champions who would then support to facilitated engagement between the youth groups and the PSAs after the event
* The logistics covering accommodation of participants, feeding, transport, youth mobilization security clearance with District Security Task forces was coordinated by GOAL

The justification was, this being a pilot meant to demonstrate to event managers the business case around organizing and conducting seasonal agricultural fairs which can be commercialized something the 2 event managers confirmed during the debrief meetings and their activity reports.The COVID situation as well as the security threats in the country at the time could not allow inviting so many people in the same place and therefore the adoption of the format. However, as a tradeoff this was a costly venture that is unsustainable but one that provided a lot of insights as summarized in the debrief meeting report, event managers' report and exit interviews

As part of the commitment to the Mastercard Foundation and the potential of these agricultural fairs as a pathway for young people to enter and participate in dignified work in agricultural market, GOAL Uganda having drawn lessons from last year's events, is planning to continue supporting these seasonal agricultural fairs for an additional 3 years (2022, 2023 and 2024). These will be run under the name **Youth Agro-Expo UG**, with each year a different and relevant theme adopted.

**PURPOSE OF THE YOUTH AGROEXPO UG:**

The purpose of the Youth Agro-Expo UG is to bring together key actors (private sector partners, young women and men, regulators, business enablers e.t.c) to foster knowledge sharing on products and service, initiate conversations that promote working relations, as well as promote business linkages and collaborations among key actors in the agricultural input/output, skilling, and financial services markets.. The Youth AGro-Expo UG also provides continuous learning opportunities for GOAL and other MasterCard Foundation Implementing Partners on constraints and emerging opportunities for young people to influence adaptive program management. Expected key participants for these events will include but are not limited to ;

|  |  |
| --- | --- |
| **Participant Category** | **Description** |
| Agriculture Inputs/Outputs Market Actors | Distributors of Seed, Fertilizer, Chemicals, equipment e.t.c, agriculture products off-takers and processors of output,  |
| Young Women & Men | Individual young women and men as well as those organized in groups |
| Development Partners | Civil Society Organization (CSOs), Young Africa Works in Uganda Implementing Partners, INGO’s etc |
| Financial Institutions | Commercial Banks, MDI, MFIs, Insurance Companies, and Insurance brokers, Regulators, |
| Skilling providers | Formal and Informal; including Alternative skilling providers, VTI’s BVETs,  |
| Business Development Service Providers | Local and national BDS providers including |
| ICT Firms  | FINTECH & AGRITECHS, Data Managers  |
| GOU Ministries, Departments & Agencies | Regulators and Technical Support – URSB, URA, District Production Depts etc |

More specifically, the Youth Agro=Expo aims to create a platform for:

* Input/Output, Financial Services, formal and alternative skills providers to demonstrate their product offering & technologies to youth including opportunity to sell their products.
* Government of Uganda (GoU) Line Ministries, Departments and Agencies (MDA’s) to share information on the technical back stopping services they provide.
* Information sharing and linkages amongst actors in the agricultural input/output markets, financial services, skilling providers, youth, and their actors, supporting and enabling functions (ICT, BDS, District Local Governments, Regulators etc) to promote working relationships.

From the lessons of last year’s events, now that the movement restrictions have been removed, lock down lifted and the economy fully opened, the next set of event will be open to the public. This will enable more youth to participate, more PSA’s to demonstrate their technologies and sell their products and increased interaction among the different stakeholders in the agriculture market system. The development of the marketplace on Youth Agro-Expo website provides a year-round platform where the different stakeholders are able to demonstrate the different products, services, and technologies

**OBJECTIVES OF THESE TERMS OF REFERENCE**

The objectives of the terms of reference for a framework agreement for management of district seasonal fairs for the Young Africa Works in Uganda – Markets for Youth program for 3 years. This will include, but not be limited to organizing, managing, and providing technical backstopping services. Specific objectives include:

* Planning and managing the agricultural, financial, skills and job fairs in the sub regions (Bunyoro, Toro, Karamoja, Lango and Acholi )that the program will be operating for the period of 3 year.
* Coordinating and mobilizing all the participants in these fairs who among others will include Youth, agricultural input suppliers/ dealers and agents, agricultural equipment distributors, commercial banks, MDI’s MFI’s, skills providers, industry associations, GoU Regulators, farmers, cooperatives.
* Coordinate and liaise with the security agencies (for security), GoU Ministry of Health (COVID 19 and other health related SOPs), collaborating implementing partners (IP’s) to ensure that these events are successful.
* Work with GOAL teams to ensure effective utilization of resources and compliance to all GOAL policies/systems for proper risk mitigation.
* Work with GOAL teams to ensure effective documentation and knowledge sharing of the outcomes of these events especially the pre- and post-event activities.
* With guidance from GOAL and with STRICT adherence to GOAL’s Policies, plan and manage the publicity and information dissemination of these events through the channels available (radio, TV, SMS, Social media e.t.c)

**FINANCIAL OFFER APENDIX 4**

The financial offer should reflect the 10 fairs.. The event managers will be expected to develop the cost for each of the fairs as part of their financial offer during the bidding process for the 1st year and subsequently at the beginning of every year. GOAL’s contribution will however not cover any capital expenditure but ONLY event operational activities. The event manager is expected to solicit for additional funding from sponsors and other partners with similar objective who would be interested to participate in these events.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Year** | **Region** | **Schedule**  | **No. of Events** | **No. of districts** **targeted** |  **No. of youth targeted** |
| **Year 1 (2022)** | **Lango/Acholi** | **(Sep - Nov)** | **4** | **4** |  2,000  |
| **Bunyoro/Toro** | **(Aug - Oct)** | **4** | 4 |  2,000  |
| **Karamoja** | **(Jul-Sept)** | **2** | 2 |  1,000  |
| **Year 2 (2023)** | **Lango/Acholi** | **(Mar-May)** | **4** | 4 |  3,000  |
| **Bunyoro/Toro** | **(Mar-May)** | **4** | 4 |  3,000  |
| **Karamoja** | **(Mar - May)** | **2** | 2 |  2,000  |
| **Year 3 (2024)** | **Lango/Acholi** | **(Aug - Oct** | **4** | 4 |  4,000  |
| **Bunyoro/Toro** | **(Aug - Oct** | 4 | 4 |  4,000  |
| **Karamoja** | **(Mar - May)** | 2 | 2 |  3,000  |
|  | **Totals** |  | **30** |  |  **24,000**  |

For each year, there will be a total 10 events in the 5 regions depending on the cropping season as per the table above.

**EVENT FORMAT**

The Youth Agro-Expo UG22 -24 will be;

* District based (10 districts per year depending on the agric mapping – seasonal mapping as well as the focus for each e.g quality inputs, farming practices, post-harvest handling or marketing). These fares will happen in 2 districts in each of the five regions in each year.
* Caravan fairs where the event comes to the community rather than gathering people to move into a central place. These will enable more youth especially women and people with disabilities to participate since the events will be in the communities and restrictions on their movement will not be an issue.
* Developments on the virtual marketplace will continue to enable PSA’s demonstrating their technologies. <https://youth4agric.ug/> will be the host for this virtual marketplace which will be managed by the event manager in liaison with GOAL. All PSA’s will have an opportunity to display their products and services, the agent locations and targets and brief product knowledge for effective utilization by different stakeholders. The decision on the timing on when the PSA’s should start paying for displaying their products will be determined by the managers of the platform in due course
* To make the experience more interesting and attractive for the youth, the PSAs participating will be encouraged to participate in a raffle exercise where youth who buy inputs have opportunity to win additional products and services or receive discounts
* Because the events have been localized, local event managers will be encouraged to bid rather than centralized from Kampala.
* The event manager is expected to liaise and coordinate with the district local governments especially the production department in planning, selection of venues, developing the themes for each event etc. this is aimed at generating a sense of ownership and localization of these events
* The contracts will be split into district level bids (lots) where a bidder can take on one or more lots. This reduces the risk and makes them affordable to many as long as they can demonstrate that they have the capacity to manage them
* The events will be open to the general public since the economy has fully opened. That means that there are no per diems, no accommodations, transport refunds and meals. The available resources will be used for publicity and mobilization.

**TIME FRAME**

The time for this framework agreement is 3 years effective June 2022. However, the annual contracts will be signed with the respective event managers(s)

**Key tasks**

The event organizer will have the following key tasks and additional tasks as they manage each of the events organized in each sub-region.

**a) Pre-Event Tasks**

1. Prepare event execution workplan for each district in each subregion.
2. Enhance the website and social media especially the virtual marketplace to create more visibility for the different technologies
3. Event manager should ensure that a Caravan maps the entire locations for the promotion drive that covers entire district.
4. Prepare invitation cards, send invitation to participants, RSPV participants for the few dignitaries to be invited
5. Promote the fair at least a month before the actual event, prepare market day drives, radio and social media ads and campaign.
6. On the event of the fair set-up event locations, tents, security, sound systems
7. Support companies that are invited to display or sale products to set-up their booth before the event starts, allocate the booths to different PSA’s as well as supervise the caravans especially the branding and the nature of products being . Some of the PSA’s might not have caravans, the event manager will also organize trucks for hire by interested PSAs
8. Develop the risk matrix as well as the risk mitigation plans in consultations with GOAL and it partners

**b) During Event Tasks**

1. Assign MC and lead the promotion of the event.
2. Co-ordinate companies that sell products at the event to track sales and participants (by age, categories, business etc) and report to GOAL.
3. Collect feedback from participants during and at the end of the fair
4. Engage and liase with district officials for collaborative results.
5. Facilitate the raffle draws during the event for both the stationery participants and the mobile ones using the most appropriate approach agreed upon with GOAL

**c) Post Event Tasks**

1. Organize after action review with GOAL and selected partners.
2. Prepare event report and submit to GOAL (GOAL will provide template for reporting and sales tracking on the event)

**KEY DELIVERABLES**

The Event Organizer will provide the following deliverables:

1. **Availability** for scheduled and emergent meeting designed to discuss, harmonize approaches and/or manage emergent issues. The schedule will be agreed upon by both the GOAL focal person and the event organizer.
2. **Inception report, detailing.**
3. The proposed approach and schedule for the seasonal events/fairs.
4. Pre-event preparation processes including all the relevant meeting minutes authorizations and permits.
5. The proposed plan (programme)of how young people and partners will be involved in these fairs.
6. Identification of the safeguarding risks and the mitigation measures

**c) Event implementation report detailing:**

1. Event activities, outcomes, and recommendations, as well as an action plan for the post seasonal event support and coaching/technical backstopping.
2. The training report needs to incorporate learnings, linkages, and action on following up of commitments from partners.
3. Summary of the key technologies and the developments at the events, the emergent opportunities at the event and proposed follow-up plans of the key participants.
4. Financial reports including the accountabilities for the finances provided.
5. Event evaluation: working with GOAL team conduct a technical evaluation of the event to determine if the set objectives were achieved,

**CONTRACT SUPERVISION /FOCAL PERSON**

The selected event organizer will work closely with GOAL Teams (logistics, programs, security e.t.c) under the supervision of a focal person to be agreed upon by the program and systems teams. This will include coordination of activities, logistics as well as reporting.

**SCHEDULE OF EVENTS**

A calendar will be agreed upon by the successful event manager(s) and GOAL at that time in consultation with the district task forces in the different district where these events are proposed to happen. However, the proposed months for each region based on the agriculture calendar are;

|  |  |
| --- | --- |
| **Region** | **Schedule (when to hold the event)** |
| Lango Region | July - September |
| Acholi Region | July - September |
| Bunyoro Region | Aug-October |
| Toro Region | Aug - December |
| Karamoja Region | Oct – December/  |

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| --- | --- |
| Signed: |  |
| Print name:  |  | Position: |  |
| Company Name: |  | Date: |  |
| Address: |  |

**Appendix 3 – FINANCIAL OFFER**

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| C:\Users\cokelly\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Word\GOAL Logo Green High Resolution - strip.png |
| **Three Years (2022-2024) Framework Agreement of Hiring Events Manager to Undertake Youth Agro Expo** |
|  |  |  |  |  |  |
| **No** | **Description** | **Year** | **Quantity**  | **Unit Cost (UGX)** | **Total Cost (UGX)**  |
|  | **Lango/Acholi Region** | 2022 | 4 |  |  |
|  | **Bunyoro/Toro Region** | 2022 | 4 |  |  |
|  | **Karamoja Region** | 2022 | 2 |  |  |
|  | **Lango/Acholi Region** | 2023 | 4 |   |  |
|  | **Bunyoro/Toro Region** | 2023 | 4 |   |  |
|  | **Karamoja Region** | 2023 | 2 |  |  |
|  | **Lango/Acholi Region** | 2024 | 4 |  |  |
|  | **Bunyoro/Toro Region** | 2024 | 4 |  |  |
|  | **Karamoja Region** | 2024 | 2 |  |  |
|  | Other associated costs if applicable (please give details) |  |  |  |  |
|   |  Warranty period  |   |   |   |  |
| **Currency**  |   |  |
| **Sub-total** |   |  |
| **VAT 18%** |   |  |
| **Less WHT** |   |  |
| **Grand Total** |   |  |
| All costs must be quoted in UGX  |   |   |   |  |
| Notes: GOAL is With Holding Tax (WHT) Agent, therefore 6% (WHT) apply for national firms and 15% (WHT) for international firms.  |

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| Signed: |  |
| Print name:  |  | Position: |  |
| Company Name: |  | Date: |  |
| Address: |  |

**Appendix 4 - GOAL terms and conditions**

1. SCOPE AND APPLICABILITY

These Terms and Conditions of Contract apply to all provisions of works and services made to GOAL notwithstanding any conflicting, contrary or additional terms and conditions in any other communication from the service provider/contractor. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.

1. LEGAL STATUS

The service provider/contractor shall be considered as having the legal status of an independent contractor vis-à-vis GOAL. The service provider/contractor, its personnel and sub-contractors shall not be considered in any respect as being the employees of GOAL. The service provider/contractor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

1. SUB-CONTRACTING

In the event the Service provider/contractor requires the services of a sub-contractor, the Service provider/contractor shall obtain the prior written approval of GOAL for all sub-contractors. The Service provider/contractor 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 provider/contractors. The approval of GOAL of a sub-contractor shall not relieve the Service provider/contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

1. ASSIGNMENT OF PERSONNEL

The Service provider/contractor shall not assign any persons other than those accepted by GOAL for work performed under this Contract.

1. OBLIGATIONS

The service provider/contractor shall neither seek nor accept instructions relating to this contract from any authority external to GOAL Service providers/contractors may not communicate at any time to any other person, government or authority external to GOAL, any information known to them by reason of their association with GOAL which has not been made public, except in the course of their duties or by authorization of GOAL: nor shall the service provider/contractor at any time use such information to private advantage. The Service provider/contractor shall refrain from any action that may adversely affect GOAL and shall fulfil its commitments with the fullest regard to the interests of GOAL. These obligations do not lapse upon termination/expiration of their agreement with GOAL.

1. SERVICE PROVIDER/CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Service provider/contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct. reason of any other claim or demand against the Service provider/contractor.

1. ACCEPTANCE AND ACKNOWLEDGEMENT

Initiation of service or works under this contract by the service provider/contractor shall constitute acceptance of the contract, including all terms and conditions herein contained or otherwise incorporated by reference.

1. WARRANTY

The Services performed warrants upon delivery and for a period of twelve (12) months from the date of completion of the services provided/works completed under this Contract will conform in all aspects to the service and applicable standards specified for such services and any goods or equipment provided as part of the contract and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than the Service provider/contractor.

The Service provider/contractor warrants the services/construction furnished under this Contract conforms to the specifications and to be free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the service provider/contractor provides to purchasers. Such guarantees shall apply to the services and works subject to this Contract.

1. CHECKS AND AUDIT

The Service provider/contractor shall allow any external auditor authorised by GOAL to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks of original documents, 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 Service provider/contractor shall ensure that on-the-spot access is available at all reasonable times. The Service provider/contractor 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.

Furthermore, the Service provider/contractor shall allow any external auditor authorised by GOAL 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.

To this end, the Service provider/contractor undertakes to give appropriate access to any external auditor authorised by GOAL 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 GOAL 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 Service provider/contractor must inform GOAL of their precise location.

The Service provider/contractor guarantees that the rights of any external auditor authorised by the GOAL 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 Service provider/contractor's partners, and subcontractors. Where a partner or subcontractor is an international organisation, any verification agreement concluded between such organisation and the donor applies.

GOAL, its donors or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the service provider/contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions

1. RULE OF ORIGIN AND NATIONALITY

If any rules of origin and nationality are applicable due to donor requirements, limiting the eligible countries for goods, legal and natural persons, such rules shall be stated or referred to in the contract document. In such instances the service provider/contractor must adhere to these rules and be able to document and certify the origin of goods and nationality of legal and natural persons as required.

Failure to comply with this obligation shall lead, after formal notice, to termination of the contract, and GOAL is entitled to recover any loss from the service provider/contractor and is not obliged to make any further payments to the service provider/contractor

1. INSPECTION

The duly accredited representatives of GOAL or the donor shall have the right to inspect the works goods called for under this Contract at Service provider/contractor’s stores, during manufacture, in the ports or places of shipment, and the Service provider/contractor shall provide all facilitates for such inspection. GOAL may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of GOAL or the donor or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Contract concerning obligations subscribed by the Service provider/contractor, such as warranty or specifications.

1. FORCE MAJEURE

Force Majeure shall mean Acts of God, strikes, lockouts, discontinuation or termination of donor funding, laws or regulations of operating country, industrial disturbances, acts of the public enemy, civil disturbances, act of war (whether declared or not), explosions blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, and any other similar unforeseeable events which are beyond the parties' control and cannot be overcome by due diligence.

In the event of and as soon as possible and no later than fifteen (15) days after the occurrence of any cause constituting Force Majeure, the Service provider/contractor shall give notice and full particulars in writing to GOAL of such occurrence or change if the Service provider/contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Service provider/contractor shall also notify GOAL of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this article, GOAL shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Service provider/contractor of a reasonable extension of time in which to perform its obligations under this Contract, or termination of the Contract if any delay will force an extension to the delivery schedule.

Notwithstanding anything to the contrary in this Contract, the Service provider/contractorrecognizes that the work and services may be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in itself, constitute Force Majeure under this contract.

1. DEFAULT

In case the contractor fails to comply with any term of the Contract, including but not limited to failure or refusal to perform the service/works within the time limit specified, they shall be liable for all damages sustained by GOAL, and GOAL may procure the service/works from other sources and hold the contractor responsible for any excess cost occasioned thereby. GOAL may collect damages from the contractor in lieu of purchasing the service/works from other sources. GOAL may by written notice terminate the right of the contractor to proceed with the contract or such part or parts thereof as to which there has been default, or if any service delivery is late, GOAL may cancel such part or the entire Contract.

1. REJECTION

In the case of services performed on the basis of specifications, outcome, pilot or combination thereof, GOAL shall have the right to reject the services or any part thereof if they do not conform with the terms of the Contract in the opinion of GOAL or is not performed or delivered in due time.

When the services or works or any part thereof have been rejected, GOAL shall have the right, without prejudice to the provisions of Article 9, to demand from the Service provider/contractor the immediate re-performance or delivery of acceptable services or works in replacement thereof in accordance with the contract or to purchase other similar services or works elsewhere and to claim from the Service provider/contractor the amount of loss or damages sustained by reason of the default.

Goods or any other part of any works or services, including any built structure thereof in GOAL's possession or at a GOAL programme site which have been rejected by GOAL must be removed or destroyed and removed at the Service provider/contractor's expense within such period as GOAL may specify in its notice of rejection.

After such notice has been dispatched to the Service provider/contractor, the Goods or any other part of any works or services, including any built structure thereof will be held at the latter's risk. Should the Service provider/contractor fail to remove the goods, part of any works or services or built structure as required by the notice of rejection, GOAL may dispose of them, without any liability to the Service provider/contractor whatsoever, in such manner as it deems fit and may charge the cost of removal to the Service provider/contractor.

1. AMENDMENTS

No change in or modification of this Contract shall be made except by prior agreement between GOAL and the Service provider/contractor.

1. ASSIGNMENTS & INSOLVENCY

The Service provider/contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Service provider/contractor’s rights, claims or obligations under this Contract except with the prior written consent of GOAL.

Should the Service provider/contractor become insolvent or should control of the Service provider/contractor change by virtue of insolvency, GOAL may without prejudice to any other rights or remedies, terminate this Contract by giving the Service provider/contractor written notice of termination.

1. PAYMENT

The Service provider/contractor shall invoice GOAL and the terms of payment shall be thirty (30) working days after GOAL has internally confirmed acceptance of services/works and presentation of a legal invoice.

1. ANTI-BRIBERY/CORRUPTION

The Service provider/contractor shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the United States Foreign Corrupt Practices Act 1977 (“Relevant Requirements”).

The Service provider/contractor shall have and maintain in place throughout the term of any contract with GOAL its own policies and procedures to ensure compliance with the Relevant Requirements.

No monies are payable to GOAL by the Service provider/contractor in association with the execution of this contract. If the Service provider/contractor is approached by a GOAL 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 GOAL’s Country Director within thirty-six hours. Failure to report any request for payment by a GOAL member of staff or actual payment by the Service provider/contractor to a GOAL member of staff to the GOAL Country Director shall result in the immediate termination of any contract and may result in disqualification of the Service provider/contractor from participation in future contracts with GOAL.

1. ANTI-PERSONNEL MINES

The Service provider/contractor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle GOAL to terminate this Contract immediately upon notice to the Service provider/contractor, at no cost to GOAL.

1. ETHICAL PROCUREMENT AND PROCUREMENT PRACTICE

The Service provider/contractor represents and warrants that neither it, nor any of its service provider/contractors is engaged in any practice inconsistent with the following code of conduct for service provider/contractors: 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, any harm to the environment shall be avoided or limited. Any breach of this representation and warranty shall entitle GOAL to terminate this Contract immediately upon notice to the Service provider/contractor, at no cost to GOAL. The service provider/contractor must adhere to the principles of humanitarian aid.

1. OFFICIALS NOT TO BENEFIT

The Service provider/contractor warrants that no official of GOAL has received or will be offered by the Service provider/contractor any direct or indirect benefit arising from this Contract or the award thereof. The Service provider/contractor will notify GOAL immediately in case any official from GOAL requests any unofficial, or additional payment, or gift to their personal account. The Service provider/contractor agrees that breach of this provision is a breach of an essential term of this Contract.

1. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Contract.

1. INTELLECTUAL PROPERTY INFRINGEMENT

The Service provider/contractor warrants that the use or supply by GOAL of the services sold under this Contract does not infringe on any patent, design, trade-name or trade-mark.

In addition, the Service provider/contractor shall, pursuant to this warranty, indemnify, defend and hold GOAL harmless from any actions or claims brought against GOAL pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Contract.

All maps, drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Service provider/contractor under this Contract shall be the property of GOAL, and shall be treated as confidential and shall be delivered only to GOALs authorized officials on completion of work under this Contract

Unless authorised in writing by GOAL, the Service provider/contractor shall not advertise or otherwise make public the fact that he is a Service provider/contractor to GOAL or use the name, emblem or official seal of GOAL or any abbreviation of the name of GOAL for advertising purposes or for any other purposes.

1. TITLE RIGHTS

GOAL shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organisation by the Service provider/contractor. At the request of GOAL, the Service provider/contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organisation in compliance with the requirements of the applicable law.

Title to any equipment and supplies which may be furnished by GOAL and any such equipment shall be returned to GOAL at the conclusion of this Contract or when no longer needed by the Service provider/contractor. Such equipment, when returned to GOAL, shall be in the same condition as when delivered to the Service provider/contractor, subject to normal wear and tear.

1. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by GOAL shall rest with GOAL and any such equipment shall be returned to GOAL at the conclusion of this Contract or when no longer needed by the Service provider/contractor. Such equipment, when returned to GOAL, shall be in the same condition as when delivered to the Service provider/contractor, subject to normal wear and tear. The Service provider/contractor shall be liable to compensate GOAL for equipment determined to be damaged or degraded beyond normal wear and tear.

1. PACKING

The Service provider/contractor shall pack any goods with new, sound materials and with every care, in accordance with the normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Service provider/contractor shall be responsible for any damage or loss that can be shown to have resulted from faulty or inadequate packing.

1. SHIPMENT AND DELIVERY

All services and works shall be delivered at the agreed place of delivery as stated in the Contract, at the Service provider/contractor's risk, unless otherwise provided for in the Contract.

1. INSURANCE

The service provider/contractor shall provide and thereafter maintain for the duration of this contract and any extension thereof all appropriate workmen’s compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with this contract. The service provider/contractor shall, upon request, furnish proof to the satisfaction of the GOAL, of such liability insurance. The service provider/contractor shall further provide such health and medical insurance for its agents and employees, as the service provider/contractor may consider advisable. The service provider will in all cases ensure they have third party liability cover for the duration of the contract.

1. INDEMNIFICATION

The Supplier agrees to indemnify, hold and save GOAL harmless and defend at its own expense GOAL, its officers, agents and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising there from, with respect to, arising from or attributable to acts or omissions of the Supplier or its employees or sub-contractors in or relating to the performance of this Contract. This provision shall extend to, but shall not be limited to, product liability claims.

GOAL will promptly notify the Supplier of any such suit, claim, proceeding, demand or liability within a reasonable period of time after having received written notice thereof, and will reasonably cooperate with the Supplier, at the Supplier’s expense, in the investigation, defence or settlement thereof, subject to the privileges and immunities of GOAL.

The Supplier shall not permit any lien, attachment or other encumbrance by any person or entity to remain on file in any public or official office or on file with GOAL against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Supplier.

1. TERMINATION OF CONTRACT

Either party may cancel this Contract before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be 5 days in the case of contracts with a total period of less than two months or 14 days in the case of contracts with a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the Service provider/contractor shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of GOAL. Additional costs incurred by GOAL resulting from the termination of the Contract by the Service provider/contractor may be withheld from any amount otherwise due to the Service provider/contractor from GOAL.

This contract shall be automatically terminated, and the Service provider/contractor shall have no right to any form of compensation, if it emerges that the award or execution of the contract has given rise to unusual commercial expenses.

Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company

GOAL reserves the right to withhold payments while any investigation is taking place into suspected wrongdoing or breaches of policy. GOAL reserves the right to make no payment of sums due (even when goods or services have been supplied), in instances where wrongdoing is present.

1. DATA PROTECTION

The service provider/contractor hereby acknowledges that it shall comply with all applicable requirements of The General Data Protection Regulation (EU 2016/679); The Data Protection Acts 1988-2018; and The E-Privacy Directive 2002/58/EC, as amended from time to time (the “**Data Protection Legislation**”) should Personal Data be accessed, viewed or in any way Processed by the Supplier. If during the term of the Contract it is contemplated that the Supplier will Process Personal Data, the Supplier shall only engage in such Processing where a data processing agreement has been put in place. GOAL reserves the right to rescind any Contract should the Supplier’s data protection and security procedures be considered (in GOAL’s sole opinion) non-compliant with the Data Protection Legislation. Defined terms in this clause 31 will have the meaning set out in the Data Protection Legislation as defined above.

1. CONFIDENTIALITY

The Supplier shall not advertise or otherwise make public the fact that he is a Supplier to GOAL without specific approval from GOAL. Nor shall the Supplier in any manner whatsoever use the name of GOAL, or any abbreviation thereof, in connection with his business or otherwise. Non-observance of these conditions shall entitle GOAL to cancel the Contract, or any part thereof, and to hold the Supplier liable for any damages which GOAL has sustained as a result thereof.

1. DISPUTES - ARBITRATION

Any claim or controversy arising out of or relating to this or any contract resulting here from, or to the breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with Irish law.

1. SETTLEMENT OF DISPUTES

The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or in connection with this Contract including any disputes regarding the existence, validity or termination. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

Unless, any such dispute, controversy or claim between the parties arising out of or relating to this Contract or the breach, existence, termination or invalidity thereof is settled amicably under the preceding paragraph of this article within sixty (60) days after receipt by one party of the other party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration rules as at present in force, including its provision on applicable law. The place of arbitration shall be Ireland and the language to be used in the proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall also have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration and as being the final adjudication of any such dispute, controversy or claim.

1. WITHHOLDING TAX

GOAL reserves the right to deduct withholding tax from the service provider/contractor's invoice if so required by law. This will apply unless the service provider/contractor has supplied in advance the required documentation proving its exemption from withholding tax (e.g. withholding tax exemption certificate).

1. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by the laws of Ireland and subject to the exclusive jurisdiction of the Irish Courts.

1. BANK GUARANTEE

When specifically requested by GOAL, a bank guarantee from a well reputed bank acceptable to GOAL in the currency in which the Contract is payable and for an amount to be prescribed by GOAL shall be obtained by the Service provider/contractor at his expense and deposited with GOAL before start of the Contract. In the event of any loss, damage and/or extra costs incurred by GOAL by reason of the Service provider/contractor's default, negligence or failure to perform the terms and conditions of the Contract or any part thereof, that part of any such loss, damage and/or extra costs which is represented by the full or by any lesser amount of such guarantee shall be immediately and initially reimbursable to GOAL from such guarantee without prejudice to its right to hold the Service provider/contractor liable for the full amount of such loss, damage and/or extra cost. The guarantee shall be valid for a period of not less than 30 days after the services or works are confirmed as concluded by GOAL.

1. ENVIRONMENTAL STANDARDS

Service provider/contractors should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

* Waste Management
* Packaging and Paper
* Conservation
* Energy Use
* Sustainability
* Include something about raw materials/sourcing.
1. HUMAN TRAFFICKING

GOAL 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. Service providers/contractors and their employees, and agents shall not: —

* Engage in severe forms of trafficking in persons during the period of performance of the contract;
* Procure commercial sex acts during the period of performance of the contract;
* Use forced labor in the performance of the contract;
* 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;
* 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

Should the Service provider/contractor become aware of, or suspect, human trafficking activities during the execution of the contract the Contractor must immediately inform GOAL to enable appropriate action to be taken.

In respect to any contract funded by the UK Government the Service provider/contractor is expected to be familiar with the terms of the UK Modern-Slavery Act 2015, and to abide by the conditions of the Act.

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| --- | --- |
| Signed: |  |
| Print name:  |  | Position: |  |
| Company Name: |  | Date: |  |
| Address: |  |

# Appendix 5– GDPR (General Data Protection Regulation) Terms and Conditions

1. **DATA PROTECTION DEFINITIONS:** The following words and phrases used in this [Agreement] and the Schedules shall have the following meanings except where the context otherwise requires:

|  |  |
| --- | --- |
| *“Data Controller”* | *the party who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed;* |
| *“Data Processor”* | *a person or entity who processes Personal Data on behalf of the Data Controller on the basis of a formal, written contract, but who is not an employee of the Data Controller;* |
| *“Data Subject”* | *an individual who is the subject of Personal Data, i.e. to whom the data relates either directly or indirectly;* |
| *“Data Protection Legislation”* | *all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in Ireland relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC);*  |
| *“Personal Data”*  | *any information relating to an identified or identifiable natural person that is processed by the Provider as a result of, or in connection with, the provision of the Services. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;* |
| *“Processing, processes and process”* | *either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording. organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties;* |
| *“SCC”* | *the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to data processors established in third countries (controller-to-processor transfers), as set out in the annex to Commission Decision 2010/87/EU; and* |
| *“Services”*  | *refers to the services to be carried out by the Data Processor under the terms of the Master Agreement.* |

The Parties acknowledge that for the purposes of Data Protection Legislation, in performing its obligations under this Agreement, the Supplier, to the extent that it processes Personal Data received from the Provider, is a "**Data Processor**" and the Provider is the "**Data Controller**"; as defined in the Data Protection Legislation.

* 1. **Data Controller Obligations**
1. The Data Controller retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including for the processing instructions it gives to the Data Processor.
2. The Data Controller shall authorise the Data Processor to process the Personal Data in any manner that may reasonably be required in order to provide the Services and Annex A describes the subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect thereof.
	1. **Data Processor Obligations**
3. The Data Processor shall comply with the Data Protection Legislation when processing Personal Data.
4. The Data Processor shall act only on the written instructions of the Data Controller in relation to the processing of the Personal Data under this Agreement and shall promptly comply with any request or instruction from the Data Controller requiring the Data Processor to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
5. Without prejudice to other legal provisions concerning the Data Subject’s right to compensation and liability of the Parties generally, as well as legal provisions concerning fines and penalties, the Data Processor will carry full liability in the instance where it is found to have infringed Data Protection Legislation, by determining the purposes and means of processing.

**1.2.1 Use and Processing of Data**

The Data Processor shall:

1. only use such Personal Data for the purposes of performing its obligations under this Agreement;
2. only process the Personal Data to the extent, and in such a manner, as is necessary in order to deliver the Services under this Agreement and in accordance with the Data Controller’s written instructions from time to time. The Data Processor will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. The Data Processor must promptly notify the Data Controller if, in its opinion, the Data Controller's instruction or performance by the Data Processor of this Agreement would not comply with the Data Protection Legislation;
3. maintain the confidentiality of all Personal Data and shall not disclose Personal Data to any third party or allow any third party to use such data in any circumstances other than:
4. at the specific written request of the Data Controller;
5. where this Agreement specifically authorises the disclosure in order to deliver the Services;
6. in strict compliance with clause 1.2.6 of this Agreement; or
7. where such disclosure is required by law. If a law, court, regulator or supervisory authority requires the Data Processor to process or disclose Personal Data, the Data Processor must first inform the Data Controller of the legal or regulatory requirement and give the Data Controller an opportunity to object or challenge the requirement, unless the law prohibits such notice;
8. assist the Data Controller with undertaking an assessment of the impact of processing any Personal Data, and with any consultations with the Data Protection Commissioner or any other data protection or regulatory authority, if and to the extent an assessment or consultation is required to be carried under Data Protection Legislation; and
9. comply with any further written instructions with respect to processing by the Data Controller and any such further instructions shall be incorporated into Annex A.

**1.2.2 Access to Information**

The Data Processor shall:

1. 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;
2. inform the Data Controller immediately in the event of:
3. the exercise by any Data Subject of any rights under Data Protection Legislation in relation to any Personal Data;
4. a request to rectify, block or erase any Personal Data;
5. a request, complaint or communication relating to either Party’s obligations under the Data Protection legislation;
6. receiving any request from the Data Protection Commissioner or any other data protection or regulatory authority in connection with the Personal Data processed under this Agreement;
7. 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.
8. co-operate with the Data Controller and provide assistance to deal with all requests and communications from Data Subjects and the Data Protection Commissioner or any other data protection or regulatory authority;
9. 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 1.2 of the Agreement;
10. maintain, and make available upon request by the Data Controller, acting reasonably, and/or the Data Protection Commissioner or any other competent data protection or privacy authority, a central register, in the form set out in Annex A below, which describes the processing for which the Data Processor is responsible and shall include:
11. the nature, duration and purpose(s) for which such Personal Data is processed;
12. a description of such Personal Data that it processes (including the categories of personal data and data subjects types);
13. any recipients of such Personal Data; and
14. the location(s) of any overseas processing of such Personal Data;

**1.2.3 Disclosure and Data Sharing**

The Data Processor (or any subcontractor) shall:

1. 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 strictly necessary for the performance of the Services;
2. ensure all such employees, agents and delegates of the Data Processor who can/or do access such Personal Data are informed of its confidential nature and are bound by confidentiality obligations and use restrictions in respect of the Personal Data, including but not limited to a restriction on copying, publishing, disclosing or divulging such Personal Data to any third party without the prior written consent of the Data Controller;
3. 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 1.2.6 of the Agreement, 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; and
4. not transfer or otherwise process any Personal Data to a third party outside the European Economic Area (EEA) except with the express prior written consent of the Data Controller.
5. Where such consent is granted, the Data Processor may only process, or permit the processing, of Personal Data outside the EEA under the following conditions:
6. the Data Processor is processing Personal Data in a territory which is subject to a current finding by the European Commission under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals. The Data Processor must identify in Annex A the territory that is subject to such an adequacy finding; or
7. the Data Processor participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that the Data Processor (and, where appropriate, the Data Controller) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of Data Subjects as required by Article 46 of the General Data Protection Regulation ((EU) 2016/679). The Data Processor must identify in Annex A the transfer mechanism that enables the Parties to comply with these cross-border data transfer provisions and the Data Processor must immediately inform the Data Controller of any change to that status; or
8. the transfer otherwise complies with the Data Protection Legislation for the reasons set out in Annex A.
9. If any Personal Data transfer between the Data Controller and the Data Processor requires execution of SCC in order to comply with the Data Protection Legislation (where the Data Controller is the entity exporting Personal Data to the Data Processor outside the EEA), the Parties will complete all relevant details in, and execute, the SCC, and take all other actions required to legitimise the transfer.
10. If the Data Controller consents to appointment by the Data Processor located within the EEA of a subcontractor located outside the EEA in compliance with the provisions of this Clause 1.2.3, then the Data Processor must identify valid cross-border transfer mechanism which may include the entry into of a SCC with such subcontractor, which shall be put in place prior to any such transfers.

**1.2.4 Security Systems**

The Data Processor shall:

1. 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 and unlawful loss, destruction, alteration, disclosure or damage.
2. promptly upon becoming aware of the above, notify the Data Controller of any actual or suspected incident of unauthorised or unlawful processing or accidental loss, destruction or damage 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.

**1.2.5 Data Retention and Disposal**

The Data Processor shall:

1. 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 employees of the Data Controller, together with all copies thereof in any media in its power, possession or control, except to the extent the Data Processor is required to retain a copy of such Personal Data to comply with Data Protection Legislation.
2. promptly upon becoming aware of the same and without undue delay, notify the Data Controller of any actual or suspected incident of accidental, unauthorised, or unlawful destruction or disclosure of or access to Personal Data, including where Personal Data is lost or destroyed, becomes damaged, corrupted or unusable and shall provide all co-operation and information reasonably required by the Data Controller in relation to the incident; including:
3. description of the nature of such incident, including the categories and approximate number of both Data Subjects and Personal Data records concerned;
4. the likely consequences; and
5. description of the measures taken and corrective action, or proposed to be taken to address such incident, including measures to mitigate its possible adverse effects, unless such action or measures are contrary to the law. The Data Processor shall provide such corrective action and measures at its own expense.
6. immediately following any accidental, unauthorised, or unlawful incident, the Parties will co-ordinate with each other to investigate the matter. The Data Processor will co-operate with the Data Controller in the Data Controller's handling of the matter, including:
7. assisting with any investigation;
8. providing the Data Controller with physical access to any facilities and operations affected;
9. facilitating interviews with the Data Processor's employees, former employees and others involved in the matter;
10. making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Data Controller; and
11. taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from such incident or unlawful Personal Data processing.
12. The Data Processor will not inform any third party of any such incident without first obtaining the Data Controller's prior written consent, except when required to do so by law.
13. The Data Processor agrees that the Data Controller has the sole right to determine:
14. whether to provide notice of such incident to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Data Controller's discretion, including the contents and delivery method of the notice; and
15. whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
16. The Data Processor will cover all reasonable expenses associated with the performance of the obligations under clause 1.2.5 of this Agreement unless the matter arose from the Data Controller's negligence, wilful default or breach of this Agreement.
17. The Data Processor will also reimburse the Data Controller for actual reasonable expenses that the Data Controller incurs when responding to such incident to the extent that the Data Processor caused such incident, including all costs of notice and any remedy.

**1.2.6 Third Parties**

The Data Processor shall:

1. 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 between the Data Processor and the sub-contractor which requires the sub-contractor to:
2. 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;
3. comply with obligations equivalent to those imposed on the Data Processor in this Clause 1.2 of the Agreement;
4. notify the Data Controller of any changes to the sub-contractor or the written contract;
5. 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 this Clause 1.2 of the Agreement; and
6. remain fully liable for all acts or omissions of any sub-contractor and/or affiliate.

**1.2.7 Right of Audit**

The Data Processor shall:

1. without unreasonable delay, provide a copy of all data and data-related activity logs maintained by the Data Processor and other related information to the Data Controller upon receipt of a written request by the Data Controller or a request in the course of an audit or inspection. Such data shall be provided in the format and on media as reasonably specified by the Data Controller; and
2. agree that where a sub-contractor has been engaged by the Data processor, the Data Controller may, upon giving reasonable notice and within normal business hours, carry out similar compliance and information security audits and checks of the sub-contractor to ensure adherence to the terms of this Agreement, in the manner as set out in clause 1.2.2 of this Agreement.

|  |  |
| --- | --- |
| Signed: |  |
| Print name:  |  | Position: |  |
| Company Name: |  | Date: |  |
| Address: |  |

APPENDIX 6

Supplier Code of Conduct

In this Supplier Code of Conduct, reference to GOAL will include reference to GOAL in Ireland, GOAL (International) in the UK, GOAL US Fund in the US and all GOAL branches and/or liaison offices, as well as other entities established in programme countries from time to time (together, hereinafter referred to as “GOAL”). This Supplier Code of Conduct should be read in conjunction with the relevant contract entered into between the Supplier and GOAL (“Contract”), GOAL’s Terms and Conditions for Contracts for Procurement of Goods or Services (as applicable), and any other GOAL policy which GOAL may send the Supplier from time to time during the Contract.

Each supplier of GOAL (“Supplier”) is expected to comply with the following Supplier Code of Conduct and is responsible for requiring its employees and any subsidiary, subcontractor and any other third party that the Supplier may use to carry out its obligations under a contract entered into with GOAL (together, “Third Parties”) to abide by this Supplier Code of Conduct, and to provide a copy of this Supplier Code of Conduct to those entities and individuals.

The Supplier Code of Conduct applies to all Suppliers who are requested by GOAL to sign it and all Third Parties who must confirm that they uphold its standards as far as applicable to their status. GOAL recognises that reaching some of the standards in this Supplier Code of Conduct is a dynamic, continuous process and encourages Suppliers to continually improve their workplace conditions and ensure they have adequate systems and controls in place to monitor Third Parties to ensure compliance with this Supplier Code of Conduct. In line with the size and nature of their business, GOAL expects the Supplier to have management systems in place to support compliance with laws, regulations, and the expectations related to or addressed expressly within this Supplier Code of Conduct. GOAL encourages Suppliers to implement their own written code of conduct.

1. RESPECT FOR HUMAN RIGHTS

The Supplier represents and warrants that neither it nor any Third Party violates the fundamental human rights as set out in the European Convention on Human Rights from 1950 (as may be amended from time to time) including all protocols to the convention.

The Supplier represents and warrants that it will have respect for all fundamental human rights and, in particular, it will respect the dignity and worth of all persons including respect for the equal rights of men and women.

The Supplier undertakes that it and any Third Party will not discriminate directly or indirectly on the grounds of gender, marital status, family status, sexual orientation, religion, age, disability, race, political affiliation, social status, or membership of an ethnic community.

1. ILLEGAL ACTIVITY

The Supplier represents and warrants that neither it nor any Third Party are engaged in any sort of illegal activities.

The Supplier represents and warrants that neither it nor any Third Party will excuse or ignore or participate in any corrupt, fraudulent, exploitative, or unethical activities. This includes but is not limited to the trafficking of people, participating in any armed, political, or religious conflict, dealing in illegal drugs, gems or arms or using the services of a sex worker.

The Supplier represents and warrants that neither it nor any Third Party will be under the influence of alcohol or drugs, which includes illegal drugs and misused prescription medication, while engaged by GOAL under a Contract and will be fit to carry out its responsibilities and obligations under that Contract.

1. ANTI-CORRUPTION, ANTI-BRIBERY, ANTI-FRAUD, ANTI-MONEY LAUNDERING & CONFLICT OF INTEREST

GOAL has zero tolerance for corruption, bribery, fraud, and money laundering.

The Supplier and each Third Party shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption, anti-fraud and anti-money laundering including but not limited to the Irish Criminal Justice (Money Laundering and Terrorist Financing Act 2010), the Irish Criminal Justice (Corruption Offences) Act 2018, the UK Bribery Act 2010, the UK Proceeds of Crime Act 2002, the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the UK Terrorism Act 2000, the United States Foreign Corrupt Practices Act 1977 and the United States Anti-Money Laundering Act 2020, as may be amended from time to time) (together the “Relevant Requirements”).

Corruption includes benefiting from gifts, advantages, and sexual favours. Therefore, the Supplier and all its Third Parties shall not:

* Exchange money, employment, goods, or services for sexual activity. This includes any exchange of assistance that is due to beneficiaries of assistance.
* Engage in any sexual relationships with beneficiaries of assistance since they are based on inherently unequal power dynamics.

Any conflict of interest on the part of the Supplier or Third Party shall be immediately disclosed to GOAL. The Supplier affirms that it or any Third Party has no current or prior business, professional, personal, financial, political, family, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its responsibilities and obligations under any Contract. If any such actual or potential conflict of interest arises under any Contract, the Supplier shall immediately inform GOAL in writing of such conflict.

1. TERRORISM

The Supplier represents and warrants that neither it nor any of its Third Parties are engaged in any transactions with, and/or the provisions of resources and support to, individuals and organizations associated with terrorism.

The Supplier represents and warrants that neither it nor any of its Third Parties are engaged in any transactions with, and/or the provision of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1,3,4 and 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999.

1. ENVIRONMENT

The Supplier represents and warrants that neither it nor any Third Party are violating any international environmental agreements.

The Supplier undertakes to support a precautionary approach to environmental challenges and not in any way cause damage, destruction, or any harm to the environment. Further, the Supplier undertakes to encourage the development and diffusion of environmentally friendly technologies and undertake initiatives to promote environmental responsibility and sustainability.

1. MINES AND WEAPONS

The Supplier represents and warrants that neither it nor any Third Party are actively and directly or indirectly engaged in patent activities, development, assembly, production, trade, or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of anti-personnel mines.

The Supplier represents and warrants that neither it nor any Third Party are actively and directly or indirectly engaged in patent activities, development, assembly, production, stockpiling, trade, or manufacture of weapons including but not limited to firearms, chemical weapons, biological weapons, and nuclear weapons.

1. CHILD AND ADULT SAFEGUARDING

The Supplier represents and warrants that it and all its Third Parties are protecting all people from abuse and exploitation, meaning any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

Specifically, the Supplier and all its Third Parties will not:

* Engage in sexual activity with anyone under the age of 18, regardless of the age of consent locally (mistaken belief of age being no defence).
* Sexually abuse or exploit children.
* Subject a child to physical, emotional, or psychological abuse, or neglect.
* Engage in any commercially exploitative activities with children including child labour or trafficking.
* Sexually abuse or exploit vulnerable adults.
* Subject a vulnerable adult to physical, emotional, or psychological abuse, or neglect.
1. CHILD PROTECTION

The Supplier represents and warrants that neither it, nor any Third Party are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.

The Supplier represents and warrants that it and all its Third Parties will comply with this requirement, and that it will raise any concerns or suspicions they have, actual or perceived, of any breach of this clause directly to GOAL.

1. FORCED LABOUR

The Supplier represents and warrants that employment is freely chosen and neither it nor any Third Party are using any form of forced, bonded or compulsory labour.

1. WORKING CONDITIONS

The Supplier represents and warrants that neither it nor any Third Parties are allowing working conditions that violate the Convention on Occupational Safety and Health from 1981 including the Protocol from 2002, the Convention on Minimum Wage Fixing from 1970 and the Conventions on Hours of Work of the International Labour Organization (ILO) (as may be amended from time to time).

The Supplier represents and warrants that it and all its Third Parties are protecting workers from any acts of physical, verbal, sexual or psychological harassment abuse or threats in the workplace by either their fellow workers or their managers, and that the rights of staff to freedom of association and collective bargaining are respected.

1. DISCRIMINATION IN WORKING CONDITIONS

The Supplier represents and warrants that neither it nor any Third Party are discriminating any of its workers regarding race, colour, gender, language, political or other opinion, caste, national or social origin, property, birth, union affiliation, sexual orientation, health status, age, disability, or other distinguishing characteristics.

The Supplier represents and warrants that neither it nor any Third Party are making employment-related decisions, from hiring to termination and retirement which are not based only on relevant and objective criteria.

1. TRANSPARENCY, HONESTY, INTEGRITY AND ACCOUNTABILITY

The Supplier represents and warrants that it and any Third Party shall uphold the highest standards of integrity, honesty and transparency.

The Supplier undertakes a duty of full disclosure of any relevant material at any time and at the sole discretion of GOAL for GOAL to examine any alleged breach of this Supplier Code of Conduct.

1. HUMAN TRAFFICKING & MODERN SLAVERY

The Supplier and each Third Party shall comply with all applicable human trafficking and anti-slavery laws, statutes, regulations, and conventions in force and the Supplier warrants that it has instructed its named personnel, staff, employees, and all its Third Parties to refrain from engaging in human trafficking and/or forced labour. The failure of the Supplier to investigate allegations of human trafficking for whatever purpose, including forced labour, against its staff or related to its activities or to take corrective action when any allegations have been proven to have occurred shall entitle GOAL to end the Contract immediately and without penalty upon notice to the Supplier, at no cost to GOAL.

Suppliers and their employees, and Third Parties (including labour recruiters, brokers, and agents) shall not:

* Engage in trafficking in persons during the period of performance of the contract.
* Procure commercial sex acts during the period of performance of the contract.
* Use forced labour in the performance of the Contract.
* Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, regardless of issuing authority.
* 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; or use recruiters who do not comply with local labour law
* Charge recruitment fees to employees or potential employees
* Fail to provide or pay for return transportation at the end of employment for employees who are not nationals of the country and were brought into the country for the express purpose of working on a GOAL contract or subcontract, unless that individual is legally permitted to and chooses to remain, or the employer is exempted from this requirement in writing by GOAL
* Where applicable, fail to provide or arrange housing that fails to meet national standards for housing and safety
* Fail to provide an employment contract, recruitment agreement or other required work document in writing, in a language the employee understands, as required by law.

Should the Supplier become aware of, or suspect, human trafficking activities during the execution of the contract the Contractor must immediately inform GOAL to enable appropriate action to be taken.

1. WHISTLEBLOWING AND REPORTING

The Supplier represents and warrants that it and any Third Party shall raise any genuine concerns about actual or perceived wrongdoing by GOAL staff members, board members, partners of GOAL, other suppliers, contractors, volunteers, and communities.

GOAL also expects each Supplier to provide their own employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. We expect each supplier to take action to prevent, detect, and correct any retaliatory actions. If the Supplier does not have its own reporting mechanism then it should provide their employees with GOAL’s email address: speakup@goal.ie to raise any legal or ethical issues or concerns; or through the externally managed hotline, Safecall: [www.safecall.co.uk/report](http://www.safecall.co.uk/report), goal@safecall.co.uk.,

**BREACH**

Any breach of the representations and warranties of this Supplier Code of Conduct will be considered as gross misconduct and abusive behavior, which cannot be tolerated. As such, GOAL will have the right to withhold payment and postpone the goods or services (as applicable) to be provided under the Contract to enable GOAL to undertake a thorough investigation of any alleged breach of any representation, warranty or undertaking given by the Supplier or Third Party of this Supplier Code of Conduct. Upon the outcome of the investigation, GOAL will inform the relevant Supplier of its findings and will either (i) continue the Contract making such necessary amendments to the Contract as may be required to strengthen the terms of the Contract; or (ii) terminate the Contract with the Supplier immediately at no cost to GOAL. Upon such termination, GOAL reserves the right to make no payment of remaining sums due under the Contract (even when goods or services have been supplied), in instances where GOAL has found that the Supplier or Third Party has breached a representation, warranty or undertaking under this Supplier Code of Conduct.

This Supplier Code of Conduct is hereby acknowledged and agreed by:

|  |  |
| --- | --- |
| On behalf of | *insert supplier name* |
| Name |  |
| Signature |  |
| Date |  |
| Place |  |