

# SERVICES AGREEMENT COVER SHEET

<b>DATE</b>	<i>Insert the date when the last person signs.</i>
<b>PARTIES</b>	<b>Elrha</b> , a company limited by guarantee registered in England and Wales (11142219) and a registered charity in England and Wales (1177110), whose registered office is at 1 St John's Lane, London EC1M 4AR, United Kingdom (" <b>Elrha</b> "); and
	<b>[Insert the full name of the other party/company]</b> , a company incorporated in England and Wales ( <b>[insert the company number of the other party]</b> ) whose registered office is at <b>[insert the company's full registered address]</b> (" <b>Provider</b> ")

By signing below, the Parties agree to enter into a services agreement on the basis of the terms and conditions set out in this Cover Sheet, as well as the General Terms and Conditions (Services and Consultancy Agreements) set out in Schedule 1 (attached) ("**the General Terms and Conditions**"), and the Ethical Standards and Requirements set out in Schedule 2 (attached) (together, the "**Agreement**"):

Signed for and on behalf of <b>Elrha</b> by:	<b>Signature</b> .....
	<b>Name</b> .....
	<b>Position</b> .....
	<b>Date</b> .....

Signed for and on behalf of <b>[Insert the name of the company/Provider]</b> by:	<b>Signature</b> .....
	<b>Name</b> .....
	<b>Position</b> .....
	<b>Date</b> .....

<b>Section 1.</b> <i>CONTACTS</i>	<b>Elrha</b>	
	Name:	
	Tel:	
	Email:	
	<b>Provider</b>	
	Name:	
	Tel:	
	Email:	
<b>Section 2.</b> <b>Start Date</b> <i>(clauses 1.1 and 2.1)</i>		
<b>Section 3.</b> <b>End Date</b> <i>(clauses 1.1 and 2.1)</i>		
<b>Section 4.</b> <b>Description of Services for this Agreement</b> <i>(clauses 1.1 and 2)</i>		
<b>Section 5.</b> <b>Fees</b> <i>(clauses 1.1 and 3)</i>		
<b>Section 6.</b> <b>Expenses</b> <i>(clause 3.6)</i>		
<b>Section 7.</b> <b>Notice Period</b> <i>(clause 13.1)</i>		
<b>Section 7a.</b> <b>Cancellation of Training Courses / Conferences</b>	<i>If applicable</i>	
<b>Section 8.</b> <b>Effect of Late Delivery</b>		

## SCHEDULE 1

### GENERAL TERMS & CONDITIONS (SERVICES AND CONSULTANCY AGREEMENTS)

#### 1. INTERPRETATION

##### 1.1 In this Agreement:

**“Agreement”** means the terms and conditions contained in the Cover Sheet, the General Terms and Conditions (as amended from time to time), and the Ethical Standards and Requirements in the attached Schedule 2 (as amended from time to time);

**“Arising Intellectual Property”** means any Intellectual Property created by or on behalf of the Provider in the course of providing the Services;

**“Background Intellectual Property”** means Intellectual Property:

(a) owned or controlled by the Provider prior to commencement of, or independently from the Services; or

(b) licensed by the Provider from a third party, that the Provider contributes or uses in the course of performing the Services;

**“Confidential Information”** means any information relating to the operations or affairs of Elrha or its suppliers, customers, clients, supporters, donors or beneficiaries, including terms of business, financial information, results and forecasts, employee details, business methods and plans, information systems and software, ideas, know-how, trade secrets, and any other information of a confidential nature of which the Provider becomes aware in the course of providing the Services, together with the existence and contents of this Agreement;

**“Cover Sheet”** means the terms and conditions set out in the document signed and agreed by both Parties entitled “Services Agreement Cover Sheet” to which these General Terms and Conditions are attached, (as amended from time to time);

**“End Date”** means the date this Agreement ends as set out in Section 3 of the Cover Sheet;

**“Fees”** has the meaning set out in Section 5 of the Cover Sheet;

**“General Terms and Conditions”** means these General Terms and Conditions (Services and Consultancy Agreements) in this Schedule 1 (as amended from time to time);

**“Intellectual Property”** means any patents, trademarks, rights in designs, copyrights and rights in databases (whether or not any of these are registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;

**“Party”** or **“Parties”** means one or both of the entities listed in the Cover Sheet, as applicable;

**“Provider”** means the individual or entity defined as such in the Cover Sheet (and which may be defined otherwise elsewhere in this Agreement);

**“Services”** means the services to be provided by the Provider pursuant to this Agreement, including the services:

- (a) described in the Cover Sheet; and
- (b) as otherwise agreed in writing between the Parties from time to time pursuant to clause 14.1.

**“Start Date”** means the date the Services are to start, as set out at Section 2 of the Cover Sheet;

**“Term”** means the period set out in clause 2.1;

**“VAT”** means value added tax; and

**“Work”** means the documents, reports, designs and other materials and work products produced by the Provider in the course of providing the Services.

- 1.2 Clause headings are inserted for convenience only and shall be ignored in the interpretation of this Agreement.
- 1.3 Words importing the plural shall include the singular and vice versa, and references to persons include an individual, company, corporation, person or partnership.
- 1.4 Any phrase introduced by the terms “including”, “include”, “in particular”, “for example”, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words following those terms.
- 1.5 References to a Party shall include that Party’s successors and permitted assigns.
- 1.6 Any reference in these General Terms and Conditions to:
  - (a) a “clause” is a reference to a clause in this Schedule 1; and
  - (b) a “Section” is a reference to a section in the Cover Sheet.
- 1.7 If there is any inconsistency between the documents that constitute the Agreement, the documents shall take precedence in the following order: these General Terms and Conditions, the applicable Ethical Standards and Requirements (attached in Schedule 2), and the Cover Sheet, (unless expressly stated otherwise).

## 2. PROVISION OF SERVICES

- 2.1 This Agreement will commence on the Start Date and continue until the End Date (inclusive), unless terminated earlier in accordance with this Agreement, or otherwise terminated by operation of law.
- 2.2 In providing the Services under this Agreement, the Provider shall:
  - (a) provide the Services to Elrha on the terms of this Agreement, at such times and places as may be necessary for the proper provision of the Services, and which may be agreed between the Parties from time to time in accordance with clause 14.1;
  - (b) comply with such reasonable directions as Elrha may from time to time prescribe in connection with the provision of the Services;

- (c) use its reasonable endeavours to promote the interests of and generally act in good faith in relation to Elrha;
- (d) use all reasonable care and skill in accordance with best industry practices in the provision of the Services and devote sufficient of its time, attention and abilities as is necessary for the proper and effective provision of the Services. Where the Services include the provision of goods and materials, these shall be of satisfactory quality and fit for their common or specified purpose;
- (e) where relevant, make available sufficient, experience, qualified, trained and skilled personnel and facilities and resources as may be required to perform its obligations under this Agreement;
- (f) comply with all relevant laws and codes of practice, and obtain and maintain all licences, consents and permits required to perform the Services in compliance with all laws and codes of practice;
- (g) ensure that the Services conform with the descriptions and/or specifications set out in the Cover Sheet and the Work is fit for any reasonable purpose communicated by Elrha;
- (h) not infringe any third party rights or cause Elrha to infringe any such rights; and
- (i) not substitute its team members as included in the selected Proposal (Annex 1 to this Agreement) for the duration of the services without Elrha's prior approval in writing.

### 3. PAYMENT TERMS

- 3.1 Subject to the terms of this Agreement, Elrha shall pay the Fees to the Provider agreed to by both Parties as set out in the Cover Sheet, and any VAT properly due on such Fees.
- 3.2 The Fees are:
  - (a) payable on satisfactory performance of the Services (in the reasonable opinion of Elrha);
  - (b) unless otherwise specified in the Cover Sheet, inclusive of all services and materials provided (including personnel, equipment, overheads and expenses); and
  - (c) due within 30 days of receipt of an invoice, subject to that invoice complying with clause 3.3.
- 3.3 The invoices shall:
  - (a) state the number of days worked during the relevant period;
  - (b) include a detailed description of the tasks completed;
  - (c) be addressed to: Elrha, Accounts Payable, 1 St John's Lane, London, EC1M 4AR;
  - (d) must clearly reference the Services that they relate to.
- 3.4 Elrha may reject an invoice if it is unclear or not accompanied by required supporting information.
- 3.5 If, in the reasonable opinion of Elrha, the Services are unsatisfactory then the Provider

shall correct the unsatisfactory work in their own time and at their own expense.

- 3.6 If the Cover Sheet specifies the Provider is entitled to certain expenses, the Provider shall only be reimbursed for those specified expenses reasonably incurred in providing the Services. The Provider shall invoice for any agreed expenses on a monthly basis and provide copies of receipts for all expenses claimed.
- 3.7 Elrha shall be entitled to deduct from any sums payable to the Provider any sums that the Provider may owe Elrha (including any sums owed under any indemnity).

## 4. ETHICAL STANDARDS

4.1 The Provider shall, with regard to the Services:

- (a) at all times comply with the Anti-Bribery and Corruption requirements (as set out in Schedule 2), in addition to:
- (i) complying with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (including the Bribery Act 2010); and
  - (ii) not engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (b) comply with the Child Safeguarding requirements, including:
- (i) complying with any of the Child Safeguarding pre-engagement screening requirements, unless otherwise agreed by Elrha;
  - (ii) being aware, understanding, and adhering to the “*Children First*” code of behaviour (attached in Schedule 2), and ensuring that all of the Provider’s employees, sub-contractor and other personnel do the same; and
  - (iii) reporting any concerns which arise regarding the safety of children, in accordance with the steps set out in the “*Children First*” code;
- (c) where relevant, comply with the Living Wage requirements (as set out in Schedule 2); and
- (d) comply with the Human Trafficking and Modern Slavery requirements (as set out in Schedule 2).

4.2 The Provider, its suppliers and permitted sub-contractors, shall not in any way be involved directly or indirectly with terrorism, in the manufacture or sale of arms, or have any business relations with armed groups or governments for any war related purpose.

4.3 The Provider shall immediately notify Elrha if it becomes aware of a breach of this clause 4. The Parties agree that any breach of clauses 4.1, and 4.2, is a material breach of this Agreement.

## 5. RIGHT OF AUDIT

5.1 The Provider shall allow Elrha, and any auditors or other advisers of Elrha, on reasonable notice during normal business hours (but without notice in case of any reasonably suspected material breach of this Agreement), to access the Provider’s

premises, personnel and relevant records as may be reasonably required in order to:

- (a) fulfil any legally enforceable request by any regulatory body;
- (b) undertake verifications of the accuracy of the Fees;
- (c) identify suspected fraud;
- (d) undertake verifications that the Services are being provided and all obligations of the Provider are being performed in accordance with this Agreement; or
- (e) undertake verification of compliance with the Ethical Standards and Requirements in Schedule 2 and with clause 4, including but not limited to, the right to audit the suppliers in the Provider's supply chain.

5.2 Elrha shall use its reasonable endeavours to ensure that the conduct of any such audit does not unreasonably disrupt the Provider or delay the provision of the Services by the Provider. The Provider shall provide Elrha (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.

5.3 The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 5, unless the audit identifies a material default by the Provider, in which case the Provider shall reimburse Elrha for all its reasonable costs incurred in the course of the audit.

## 6. CONFIDENTIALITY

6.1 The Provider undertakes at all times during and after the Term of this Agreement:

- (a) to treat the Confidential Information with the strictest confidence;
- (b) not to disclose any Confidential Information to any third party; and
- (c) not to use any Confidential Information for the Provider's own purposes or the benefit of any third party.

6.2 The restrictions in clause 6.1 do not apply to:

- (a) any use or disclosure authorised in writing by Elrha or as required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Provider's unauthorised disclosure.

## 7. DATA PROTECTION

### Interpretation

7.1. In this Data Protection Schedule:

- (a) the following words and expressions have the same meanings as in European General Data Protection Regulation (EU) 2016/679 (the "GDPR"): 'personal data', 'controller', 'processor', 'data subject', 'process' (and its cognates), "personal data breach", "Commission" and 'supervisory authority' (but references to a 'supervisory authority' shall include reference to an equivalent United Kingdom ("UK") authority after the UK has left the European Economic Area);

- (b) the GDPR, together with all other applicable privacy, security, data protection, direct marketing, consumer protection and workplace privacy laws, rules, requirements and regulations of any jurisdiction, and related guidance from any supervisory authority applicable to the personal data processed in connection with this Agreement, comprise “**Applicable Privacy Laws**”;
- (c) the European Economic Area (“**EEA**”) or, after the UK has left the EEA, the UK, comprises the “**Region**”; and
- (d) a (then current) adequacy determination made by the Commission under article 25(6) of European Directive 95/46/EC or article 45 of the GDPR comprises an “**Adequacy Decision**” at any time while the UK is within the EEA; and a (then current) adequacy determination of an equivalent UK authority under a UK law replacing the GDPR comprises an “**Adequacy Decision**” at any time after the UK has left the EEA.

#### **Compliance with law and policy**

- 7.2. The Provider shall comply with (i) its own internal policies on protecting the privacy and security of personal data, and (ii) Applicable Privacy Laws, at all times when processing personal data in connection with (or which it has received from Elrha in connection with) this Agreement.

#### **Provider as processor**

- 7.3. The Parties acknowledge that, in relation to any personal data processed by the Provider or any of its sub-contractors in the course of providing the Services or performing the Provider's other obligations under this Agreement (the “**Processed Data**”), Elrha shall be the controller and the Provider or its sub-contractor shall be a processor. Schedule 3 to this Agreement sets out information relating to the Provider's and its sub-contractors' processing of the Processed Data. Elrha may amend Schedule 3 to ensure that it meets the requirements of Applicable Privacy Law by notice to the Provider at any time. Schedule 3 forms part of this Agreement for information only and does not impose any obligation or confer any right on either party.
- 7.4. The Provider shall (and shall ensure that each of its Sub-Processors will):
- (a) only (i) process the Processed Data; and (ii) in particular, transfer any of the Processed Data outside the Region or to an international organisation, or require Elrha to do so in order to obtain the benefit of this Agreement (unless the transfer falls within the scope of an Adequacy Decision), in accordance with documented instructions from Elrha (including instructions given under section 7.5 [or 7.6]), unless (and then only to the extent that) the Provider is otherwise required to process the Processed Data or make or require the transfer by a binding legal requirement of the Region (or of any of its member states) to which the Provider is subject, in which case the Provider shall inform Elrha of that legal requirement unless prohibited by the relevant law on important grounds of public interest;
  - (b) immediately inform Elrha if, in the Provider's opinion, any instruction given by Elrha to the Provider infringes Applicable Privacy Laws;
  - (c) not modify, amend or alter the contents of the Processed Data or disclose or permit the disclosure of the Processed Data to any third party (including the relevant data subject), except as reasonably necessary to the performance of its obligations under this Agreement, without the prior written permission of



- Elrha;
- (d) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of individuals, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk of personal data breaches, including, as appropriate: (i) the pseudonymisation and encryption of Processed Data; (ii) the ability to ensure the on-going confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to Processed Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
  - (e) grant access to the Processed Data to its employees and contract workers only to the extent that they need to know or access the Processed Data in order to perform their duties under this agreement and ensure that they are under an appropriate obligation of confidentiality;
  - (f) take reasonable steps to ensure: (i) the reliability of its employees and contract workers who have access to the Processed Data; and (ii) their understanding of, and commitment to, the Provider's data protection obligations under this Data Protection Schedule;
  - (g) taking into account the nature of the processing, assist and cooperate with Elrha by appropriate technical and organisational measures, insofar as possible, to respond to any complaint or request made in respect of any Processed Data, including, but not limited to, requests from data subjects for access to, information about, or rectification, erasure or portability of their Processed Data, or restriction of, or objections to, processing of their Processed Data, and including (but not limited to) notifying Elrha within five days if the Provider receives any such response or complaint or is otherwise approached directly by a data subject or supervisory authority in connection with the Processed Data;
  - (h) assist Elrha in ensuring compliance with its security, data breach notification, impact assessment and consultation obligations under Applicable Privacy Laws, taking into account the nature of processing and information available to the Provider and including, without limitation:
    - a. immediately notifying Elrha of any actual, suspected or threatened personal data breach affecting the Processed Data; and
    - b. in respect of any such personal data breach:
      - i. taking all reasonable steps to investigate and correct the cause of the personal data breach so that it does not recur and similar personal data breaches do not occur;
      - ii. taking such steps as Elrha reasonably requests to assist Elrha in mitigating the effects of the personal data breach; and
      - iii. reporting to Elrha, in reasonable detail and a reasonable manner and at reasonable intervals, on its progress in taking the steps referred to in sections 7.4(h)bi and ii;
  - (i) designate a member of its staff as the person responsible to maintain oversight of, and act as Elrha's primary Provider contact person regarding data

- protection compliance hereunder (“**Data Protection Focal Point**”);
- (j) not engage another processor to carry out processing activities on behalf of Elrha (a “**Sub-Processor**”), unless the Provider: (i) has first satisfied itself through appropriate due diligence that the Sub-Processor will be able to fulfil its data security and privacy obligations as referred to in this section 7.4(j); (ii) obtains prior specific written consent from Elrha; and (iii) imposes in a written contract data protection obligations which are the same in all material respects as those set out in this Data Protection Schedule on any Sub-Processor;
  - (k) provide to Elrha, promptly on request, a copy of each contract with a Sub-Processor referred to in section 7.4(j)(iii) (but the Provider may redact such copies to remove commercial provisions not relevant to compliance with that section);
  - (l) remain fully liable to Elrha for the performance of each Sub-Processor’s obligations;
  - (m) make available to Elrha all information reasonably requested by Elrha (including, without limitation, permitting Elrha or its external advisers (subject to reasonable and appropriate confidentiality undertakings) to meet with the Provider's Data Protection Focal Point and other appropriate personnel in order to obtain information regarding the measures taken by the Provider), and, subject to section 7.7, allow for and contribute to audits and inspections conducted by Elrha or Elrha’s mandated auditor, to demonstrate the Provider’s compliance with its obligations under this Data Protection Schedule;
  - (n) on Elrha’s request, adhere to any applicable code of conduct or certification method approved under the GDPR; and
  - (o) take any further action and execute any further documents and amendments to this agreement as may, in Elrha’s reasonable opinion, be required to comply with Applicable Privacy Laws.

#### **Processing instructions**

- 7.5. For the purposes of section 7.4(a)(i) (but not section 7.4(a)(ii)), Elrha hereby instructs the Provider, and irrevocably authorises the Provider to instruct its Sub-Processors engaged in accordance with section 7.4(j), to take such steps in the processing of the Processed Data as are reasonably necessary to the performance of the Provider's obligations under this agreement.
- 7.6. Where personal data may be transferred overseas: [For the purposes of section 7.4(a)(ii), Elrha hereby instructs the Provider to receive transfers of personal data in [country where the Provider is located] from Elrha in the UK on the terms set out in this Data Protection Schedule. The parties acknowledge that this Data Protection Schedule sets out terms approved by the Commission in its Decision C(2010)593. Elrha may by notice to the Provider from time to time amend or replace this Data Protection Schedule to reflect amendments made to or the replacement of that Decision by the Commission or an equivalent UK authority.]

#### **Audit limitations**

- 7.7. Elrha shall give the Provider reasonable notice of any audit or inspection to be conducted under section 1.4(m) and shall make (and ensure that each of its auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Provider's or its Sub-Processor's premises,

equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. The Provider and its Sub-Processors need not give access to their premises for the purposes of such an audit or inspection:

- 7.7.1. to any individual unless he or she produces reasonable evidence of identity and authority;
- 7.7.2. outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Elrha has given notice to the Provider that this is the case before attendance outside those hours begins; or
- 7.7.3. for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which:
  - 7.7.3.1. Elrha reasonably considers necessary because of genuine concerns as to the Provider's compliance with this Data Protection Schedule; or
  - 7.7.3.2. Elrha is required or requested to carry out by Applicable Privacy Law or a supervisory authority, where Elrha has identified its concerns or the relevant requirement or request in its notice to the Provider of the audit or inspection.

#### **Notification of breaches**

- 7.8. The Provider shall immediately notify Elrha if it becomes aware of a breach of Applicable Privacy Laws in connection with this Agreement.

#### **Return on exit**

- 7.9. Upon cessation of the provision of any services under this agreement, the Provider shall: (i) cease (and shall ensure that its permitted Sub-Processors cease) immediately to process any of the Processed Data connected with the provision of those services which are not required for the continued provision of any remaining services; (ii) promptly return all such Processed Data to Elrha in a format reasonably requested by Elrha; and (iii) thereafter destroy (and ensure that its Sub-Processors destroy) all copies of such Processed Data and certify their destruction in writing to Elrha, unless otherwise instructed by Elrha and unless (and then only to the extent that) a law of the Region (or any of its member states) requires continued storage of such Processed Data by the Provider or the relevant Sub-Processor.

#### **Indemnity**

- 7.10. The Provider shall indemnify Elrha on demand, and keep Elrha fully indemnified, against each loss, liability, fine, penalty and cost (including reasonable lawyers' fees) incurred as a result of a claim made by any person (including any regulatory action brought by a supervisory authority or other regulatory or prosecuting body) against Elrha which arises as a result of (i) a breach by the Provider of this Data Protection Schedule and/or (ii) data loss arising as a result of the Provider's breach of the Agreement, and the parties shall comply with the conduct of claim provisions set out in the Limitation of Liability and Indemnity clause of this Agreement in respect of the management of any such claim as between the parties, provided that, where the claim involves a supervisory authority or other regulatory or prosecuting body, Elrha shall retain control of the claim and keep the Provider informed regarding its progress, consult the Provider and take account of its comments, and not settle without the

Provider's agreement, such agreement not to be unreasonably withheld or delayed.

## 8. ELRHA'S NAME

- 8.1 The Provider shall not during or after the Term of this Agreement use Elrha's name or logo or that of the Humanitarian Innovation Fund or Research for Health in Humanitarian Crises or make any public statement about Elrha without Elrha's prior written consent, or do anything which may in any way:
- (a) cause harm of any kind to Elrha;
  - (b) damage, jeopardise or adversely affect the goodwill, name, image or reputation of Elrha; or
  - (c) bring Elrha into disrepute anywhere in the world.

## 9. INTELLECTUAL PROPERTY

- 9.1 The Provider assigns all Intellectual Property rights in the Arising Intellectual Property for the full term of those rights (including any copyright and database rights arising in the future), to the intent that those rights will immediately upon their creation vest in Elrha. The Provider agrees that it has no further right to compensation in respect of the same and that it will promptly disclose the existence of any such Arising Intellectual Property to Elrha.
- 9.2 To the extent that the Work contains Background Intellectual Property belonging to the Provider, the Provider hereby grants to Elrha, and any person or entity duly authorised by Elrha, a perpetual, non-exclusive, worldwide, royalty-free licence to use the Background Intellectual Property in the Work.
- 9.3 To the extent that any Work contains Background Intellectual Property belonging to a third party, the Provider agrees to:
- (a) procure that such third party shall grant to or otherwise permit Elrha, and any person duly authorised by Elrha, a perpetual, non-exclusive, worldwide, royalty-free licence to use the Background Intellectual Property in the Work; and
  - (b) agrees to promptly notify Elrha in writing with details of all Background Intellectual Property and details of any licences needed and procured under clause 9.3(a).
- 9.4 At the request of Elrha, the Provider shall execute all such documents and do all such things reasonably required to enable Elrha to obtain registration or other protection for the Intellectual Property, including to vest ownership of the Arising Intellectual Property in Elrha and ensuring valid licences for Elrha in relation to any Background Intellectual Property.
- 9.5 The Provider hereby irrevocably and unconditionally waives in favour of Elrha all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) in any Arising Intellectual Property it has made in the course of providing the Services and performing its obligations under this Agreement, and shall procure that all such rights have been waived in any Background Intellectual Property.
- 9.6 The Provider warrants that:
- (a) it has full right, power and authority to enter into this Agreement and assign the

The logo for Elrha, featuring the word "elrha" in a bold, lowercase, blue sans-serif font.

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- rights assigned under this Agreement;
- (b) it has not granted or given any licences or consents either expressly or impliedly to any other person to use the Work; and
  - (c) no exploitation of the rights in the Work will infringe upon the rights of any third party.
- 9.7 The Work shall be the property of Elrha and shall (at Elrha's option and request) be handed over to Elrha or deleted from time to time on demand.

## 10. INSURANCE

- 10.1 Unless Elrha agrees otherwise in writing, the Provider shall, and shall ensure that any permitted sub-contractors, take out and maintain adequate insurance policies (including for professional indemnity, public liability and if applicable, travel/personal accident) in respect of the provision of the Services to Elrha. The Provider shall notify the insurers of Elrha's interest in such insurance policies and cause such interest to be noted on the policies. On request, the Provider shall supply promptly to Elrha copies of such policies and evidence that the premiums on them have been paid.

## 11. STATUS AND RELATIONSHIP OF PARTIES

- 11.1 The Provider shall not:
- (a) assume, create or incur any liability or obligation on behalf of Elrha (and acknowledges that it has no right to do so); or
  - (b) at any time after the termination or expiry of this Agreement, either personally or by an agent, directly or indirectly, represent itself as being in any way connected with or interested in the business of Elrha.
- 11.2 The Provider and Elrha agree that the relationship between them is that of client and independent contractor. Nothing in this Agreement shall render the Provider (or its employees, agents or permitted sub-contractors) an employee, worker, agent or partner of Elrha and the Provider shall not hold itself out as such.
- 11.3 The Provider shall be solely responsible for the payment of all national insurance contributions, income tax, VAT, social security and other charges or deductions specified by law from time to time in respect of any payments made to it under this Agreement.
- 11.4 The Provider agrees that during the Term of this Agreement and for 6 months following the termination or expiry of this Agreement:
- (a) it will not solicit, interfere with, procure or entice or attempt to solicit, interfere with, procure or entice either alone or jointly with any third party any senior or key employee of Elrha to leave the employment of Elrha; and
  - (b) it will not solicit, interfere with, procure or entice or attempt to solicit, interfere with, procure or entice either alone or jointly with any third party any customer, client, supplier, contractor, distributor or agent of Elrha with whom it was concerned or dealt with in the course of providing the Services if to do so would cause loss or inconvenience to Elrha.

## 12. THE LIMITATION OF LIABILITY AND INDEMNITIES

12.1 Neither party excludes or limits liability to the other party for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- (d) payment of sums properly due and owing to the other in the normal course of the performance of the Agreement.

12.2 Except for liabilities in the categories set out in clause 12.1 and the Provider's liability under clause 12(c) (IP indemnity), in each period of 12 months commencing on the Start Date and each anniversary of the Start Date ("**Contract Year**"), each party's total liability in respect of all other losses, damages, liabilities, fines, penalties, claims, expenses and costs (including reasonable lawyers' fees) ("**Losses**") arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation (whether innocent or negligent), restitution or otherwise:

- (a) in relation to any fine or penalty imposed upon one party by a Regulatory Body as a result of a breach by the other party of its obligations under or in connection with this Agreement, shall in no circumstances exceed the greater of GBP 10 million or 500% of the amount paid or payable in Fees under the Agreement during the Contract Year preceding the Contract Year in which the first cause of action arose; and
- (b) in relation to any other Losses, shall in no circumstances exceed the greater of GBP 250,000 or 150% of the amount paid or payable in Fees under the Agreement during the Contract Year preceding the Contract Year in which the first cause of action arose.

12.3 For the purposes of this clause 12, a "**Regulatory Body**" means any government department and regulatory, statutory and other body, entity and committee which, whether under statute, rule, regulation, code of practice or otherwise, is entitled to regulate, investigate or influence the matters dealt with in this Agreement and / or the parties to this Agreement (as the case may be).

12.4 The Provider shall indemnify Elrha in full against all Losses suffered or incurred by Elrha as a result of or in connection with:

- (a) any negligent or wilful acts or omissions of the Provider (and, where relevant, its employees, agents or sub-contractors) in performing its obligations under this Agreement;
- (b) any claim made against Elrha by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance, wilful acts or omissions of the Provider (or its employees, agents or sub-contractors); and

- (c) any claim brought against Elrha for actual or alleged infringement of a third party's Intellectual Property rights arising out of, or in connection with, the receipt, use or supply of the Services or the Work, provided in each case that: (i) Elrha provides prompt written notice of any claims or actions for which it claims indemnification; (ii) Elrha does not admit, settle or compromise any claim to which the indemnity relates without the Provider's prior written consent (not to be unreasonably withheld or delayed); (iii) Elrha provides the Provider with reasonable assistance and cooperation in the defence of such claim or action; (iv) the Provider has sole control over the defence and settlement of any such claim or action; and (v) Elrha takes all reasonable steps to mitigate its loss.

12.5 This clause 12 shall survive termination of the Agreement.

## 13. TERMINATION

- 13.1 Subject to the remainder of this clause 13, Elrha may terminate this Agreement, for any or no reason, by giving to the Provider not less than the period of notice specified in Section 7 of the Cover Sheet.
- 13.2 Elrha may terminate this Agreement with immediate effect, by notice to the Provider. On such termination, Elrha may claim any losses, (including all associated costs, liabilities and expenses, including legal costs) from the Provider, if the Provider:
  - (a) is unable to provide the Services for a continuous period of 30 (thirty) days;
  - (b) does or says anything which may (in the reasonable belief of Elrha) damage the reputation of Elrha;
  - (c) is convicted of a criminal offence which Elrha believes would adversely affect its organisation or the provision of the Services;
  - (d) becomes insolvent; or makes any arrangement or composition with its creditors; or (being an individual or firm) becomes subject to an administration order; or ceases, or threatens to cease, to carry on business;
  - (e) is in material or persistent default or breach of any of its obligations under this Agreement, regardless of whether such default or breach is capable of remedy; or
  - (f) is in non-material breach of its obligations under this Agreement and fails to remedy such breach (where the breach is capable of remedy) within 14 (fourteen) days of written request.
- 13.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 13.4 The termination of this Agreement shall not affect any rights or obligations of either Party which have accrued as at that date.
- 13.5 Elrha shall be under no obligation to give the Provider any further work either on completion of the Services or on the termination or expiry of this Agreement (for whatever reason).
- 13.6 On termination of this Agreement, the Provider shall promptly deliver up all Work and any other property of Elrha which is in its possession, custody or control.

## 14. GENERAL

- 14.1 No waiver of any right or remedy, and no variation or amendment of the terms of this Agreement shall be effective unless it is in writing and signed by authorised representatives of the Parties to this Agreement.
- 14.2 Any notice required to be given by either Party under or in connection with this Agreement shall be in writing and in English. Any such notice shall be left at or sent to at least one of the methods described in the following table, and shall be deemed delivered at the corresponding date and time in the table:

<b>Delivery Method</b>	<b>Deemed Delivery Date and Time</b>
Delivered by hand to the address of the other Party as set out in the Cover Sheet (unless the other Party has subsequently notified in writing another address).	The date a delivery receipt for the notice is signed on behalf of the other Party
Pre-paid first class post or other next working day delivery service to the address of the other Party as set out in the Cover Sheet (unless the other Party has subsequently notified in writing another address).	Subject to proof of postage, 9.00am on the second business day after posting, or at the time recorded by the delivery service.
Pre-paid airmail to the address of the other Party as set out in the Cover Sheet (unless the other Party has subsequently notified in writing another address).	Subject to proof of postage, 9.00am on the fifth business day after posting, or at the time recorded by the delivery service.
Where the cover sheet includes an email address for the other Party, by email (unless the other Party has subsequently notified in writing another email address).	At the time of transmission (subject to proof that the email was sent successfully and no error in transmission was received).
Where the cover sheet includes a fax number for the other Party, by fax to that number (unless the other Party has subsequently notified in writing another fax number).	At the time of transmission (subject to proof that the fax was sent successfully and no error in transmission was received).
Where the cover sheet includes a Document exchange (DX) details for the other Party, by DX (unless the other Party has subsequently notified in writing another DX number).	9.00am on the second business day after being put into the DX.

- 14.3 Any notice for Elrha given under clause 14.2, should be marked for the attention of the company secretary.
- 14.4 This Agreement supersedes all prior arrangements, agreements and understandings and constitutes the entire agreement between the Parties in relation to its subject matter.
- 14.5 The rights and obligations of the Provider under this Agreement shall not be capable of transfer, assignment or sub-contracting by it without the prior written consent of Elrha.



Where the Provider does sub-contract such obligations, it shall ensure that any such sub-contractor is equally bound by the terms of this Agreement.

- 14.6 If the whole of any part of any clause of this Agreement is invalid, that invalidity shall not affect the validity of any other provisions. Each Party's rights under the Agreement are independent, cumulative and without prejudice to its other rights under general law.
- 14.7 This Agreement does not create or confer any right under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party.
- 14.8 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.
- 14.9 This Agreement shall be governed by and construed under English law and each Party hereby irrevocably agrees that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

## SCHEDULE 2

### ETHICAL STANDARDS AND REQUIREMENTS

#### ANTI-BRIBERY AND CORRUPTION

##### Our values and principles

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

##### What we do

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

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

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

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

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

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

- (a) Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.
- (b) Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual's conduct in any way.
- (c) Receiving or Paying a so-called 'Grease' or 'Facilitation' payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.
- (d) Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.
- (e) Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.
- (f) Receiving a so-called 'Kickback' Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.
- (g) Collusion – where a person improperly colludes with others to circumvent, undermine or

otherwise ignore rules, policies or guidance.

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

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

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

You are obliged to:

- act quickly and get help
- encourage your own staff to report on bribery and corruption
- contact Elrha with your concerns immediately
- keep any information confidential to you and the manager.

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

## CHILD SAFEGUARDING

### Children First

#### A code of behaviour for working safely with children

Keeping children safe is our top priority. We have a zero tolerance approach to all forms of child abuse and exploitation by any of our representatives. Whether you're a member of staff, volunteer or partner of Elrha - you must follow this code of behaviour.

#### A child is anyone under the age of 18 – wherever you are

- Do** challenge attitudes and behaviours that contravene this code of behaviour
- Do** treat all children with dignity and respect
- Do** respect a child's right to personal privacy
- Do** plan Elrha activities with children to have more than one adult present; or be within sight or hearing of another adult
- Do** ensure that there are separate sleeping areas for Elrha representatives and children with whom they are working
- Do** tell your colleagues where you are and what you are doing when you are working with children
- Do** treat all children according to their needs, do not show favouritism
- Do** remember someone might misinterpret your actions, even if you mean well
- Do** allow children to talk about their concerns
- Do** make sure that anyone who works with Elrha is made aware of this code of behaviour
- Do** take all allegations, concerns and suspicions of abuse seriously and report them
  
- Do not** trivialise child abuse
- Do not** engage in any form of sexual activity with anyone under the age of 18, regardless of the age of consent or custom locally
- Do not** physically, sexually or emotionally harm, or threaten to harm a child
- Do not** take part in inappropriate physical, verbal or sexual behaviour with or in the presence of children (including online or via mobile phones)
- Do not** send private messages to children you've met through Elrha, for example private messaging on social media
- Do not** drink alcohol or use harmful substances when working with children and never supply alcohol or harmful substances to a child
- Do not** do things of a personal nature for a child that they can do for themselves

**Do not** place children in unsafe situations

**Do not** engage in relationships which could be an abuse of trust, for example a sexual relationship with a beneficiary family member

**Do not** rely upon your good reputation to protect you from any complaints or allegations

**Do not** allow concerns, allegations or suspicions of abuse to go unreported

### **What do I do if...?**

**A child tells you that they are being abused or exploited or you have a concern about a child you must:**

- \* Ensure the child is not in immediate danger
- \* Allow the child to speak without interruption and accept what they say
- \* Be understanding and reassuring but do not give your opinion
- \* Do not promise to keep secrets, but do say you need to tell someone who can help
- \* Write careful notes of what was said, using the actual words wherever possible
- \* Contact a Child Safeguarding Focal Point immediately

**There is a concern, complaint or allegation about an adult or yourself involving a child, you must:**

- \* Ensure the child is not in immediate danger
- \* Contact Elrha at [IncidentReporting@elrha.org](mailto:IncidentReporting@elrha.org)
- \* Write careful notes of what you witnessed, heard or were told

### **REMEMBER**

**It is your duty to report - DO NOT investigate**

**Ensure you know who your Child Safeguarding Focal Point is**

**If you're in the UK and a child is at immediate risk of significant harm contact the Police by dialling 999**

## LIVING WAGE

Centre for Civil Society Limited is a wholly owned subsidiary of Citizens UK Charity t/a Living Wage Foundation (a charity registered 1107264 in England & Wales) which is responsible for the programme under which employers can apply for Living Wage Employer Accreditation to indicate that the employer has adopted an equitable employment policy in relation to its staff in accordance with the minimum standards stipulate by the Living Wage Foundation.

Elrha has committed to the Living Wage and is an accredited body.

1. Elrha requires that any contractors and sub-contractors, which supply an employee (other than an apprentice or intern) who provides a service to or on behalf of Elrha involving 2 or more hours of work in any given day in a week, for 8 or more consecutive weeks in a year on:
  - 1.1. Elrha's premises; and/or
  - 1.2. property owned or occupied by Elrha (including where Elrha is a tenant and is provided building-related services through a lease); and/or
  - 1.3. land which Elrha is responsible for maintaining or on which it is required to work; andshall adopt the measures set out in paragraph 2 below in relation to such individuals.
2. For the duration of the performance of the services, any contractors and sub-contractors shall, in relation to its employees:
  - 2.1. pay all employees aged 18 or over not less than the London Living Wage (as set by the Greater London Authority or any successor body) or the National Living Wage (as set by the Living Wage Foundation or any successor body);
  - 2.2. increase the amount which it pays to affected employees by the same amount as any increase to the London Living Wage or the National Living Wage, within 6 months of the date on which any increase is officially announced; and
  - 2.3. notify all affected employees of the date of the next increase within one month of the official announcement, unless the employees have been previously notified about the date on which they will receive at least the increase in the National and/or London Living Wage.

## HUMAN TRAFFICKING AND MODERN SLAVERY

### 1. Our values and principles

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

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

### 2. What is human trafficking and modern slavery?

The Modern Slavery Act 2015 covers four activities:

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

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

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

- (a) UK Modern Slavery Act 2015 (see above);
- (b) US Trafficking Victims Protection Act 2000;
- (c) USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and
- (d) International Labour Standards on Child Labour and Forced Labour.

### 3. Our approach to preventing human trafficking and modern slavery

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

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

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

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

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

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

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

#### **4. The commitment we expect from commercial partners**

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



## **SCHEDULE 3: DETAILS OF PROCESSING OF PROCESSED DATA**

### **Subject matter and duration of the processing of the Processed Data**

The subject matter and duration of the Processing of the Processed Data are set out elsewhere in this Agreement.

### **The nature and purpose of the processing of the Processed Data**

[Include description here]

### **The types of Processed Data to be processed**

[Include list of data types here]<sup>1</sup>

### **The categories of data subject to whom the Processed Data relate**

[Include categories of data subjects here]<sup>2</sup>

### **The obligations and rights of Elrha**

The obligations and rights of Elrha are set out elsewhere in this Agreement.

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<sup>1</sup> **Note:** please insert the types of personal data, e.g. name, address, date of birth, etc.

<sup>2</sup> **Note:** please insert categories of data subjects, e.g. beneficiaries, supporters, employees.