



NOTE – Adjust yellow highlighted sections as necessary

CONCERN WORLDWIDE

Supply/Service Contract
(Short name of services to be provided)

(Contract Reference No.)

CONTRACT

Concern Worldwide - Country

Contract No. CW/XXX/XXXX/XXXX

This Contract (hereinafter referred to as the "Contract") is entered this _____ of _____ by and between:

- **CONCERN WORLDWIDE** - Country, a humanitarian non governmental organisation (Registration details), represented by Name, Country Director, having its principal head office in (Address) hereinafter referred to as "CONCERN".

And

- _____ in her / his capacity as representative of XXXXXXXX, whose company address is XXXXXXXXXXXX telephone number XXXXXXXXXXXX, hereinafter referred to as the "second party".

Preamble

WHEREAS, CONCERN is a humanitarian nongovernmental organization whose registration at the Ministry of xxx, whose object is to provide assistance to (brief description of activities).

WHEREAS, CONCERN is working to improve (brief description); and

WHEREAS, the Second Party declares having the proper experience and legal requirements to provide [description of the supply/services]; and

NOW THEREFORE, for good and sufficient consideration, the Parties hereby agree as follows:

ARTICLE 1.

The preamble of this Contract, its Annexes and its Attachments form an integral part thereof.

ARTICLE 2. Representation

The Second Party declares having the necessary experience, knowledge, permits, licenses and legal status to provide the Supplies/Services indicated in this Contract.

ARTICLE 3. Second Party Obligations

The Second Party shall:

- Provide, to CONCERN's satisfaction, the supplies/services specified in the Supply Detail/Scope of Work (hereinafter referred to as the "Supplies/Services") as detailed in Annex 1.
- Work with CONCERN staff and abide by their instructions.
- Execute this Contract in good faith, in an efficient manner and comply with high professional standards in order to fulfil the requirements in this Contract.
- Comply with the terms of Concern's safeguarding policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy), as referenced in Annex 2.
- Comply with Concern's Standard Terms and Conditions as referenced in Annex 3.

ARTICLE 4. Supervision of work

The Second Party agrees to allow CONCERN's representatives free access to monitor the implementation of this Contract.

This agreement is to be implemented in accordance with CONCERN standards and should be performed in accordance with, and shall not violate, applicable laws, rules or regulations and standards prevailing in the industry.

ARTICLE 5. Price

- As full and final price for the completion of supply/services outlined in Annex 1 – Supply Detail/Scope of Work, the Second Party shall be paid a total sum of USD XXXXXXXX (amount in words).
- Indicated negotiated payment terms here – eg. Full payment from generation of clean Goods Received Note and 30 days from date of receipt of invoice.

- 3- The Second Party confirms they are registered with the Ministry of Finance and shall therefore be personally responsible of their declaration and payment of any applicable tax.

ARTICLE 6. Terms of Payment (change as per negotiated terms)

Payment under this Agreement shall be effected and paid in (US Dollars). Payment shall be made based on invoices, every XXXX weeks, upon completion of the supply/services provided following verification that said supply/services have been completed to the full satisfaction of CONCERN. (Note – for supplies, payment may be made on presentation of a single invoice after generation of a clean Goods Receipt Note)

Payments will be made approximately 10 to 15 working days from the date at which verification has been satisfactorily received by CONCERN.

ARTICLE 7. Completion Period

The supply/services covered by this Agreement shall be completed to the full satisfaction of CONCERN [specify date].

Upon completion of all supply/services and after all obligations under the provisions of this Agreement have been fulfilled by the Second Party, the Goods Receipt Note/Completion Certificate for the complete Contract shall be issued by CONCERN.

ARTICLE 8: Performance

If the Second Party fails to commence the supply/services within the specified period, or gives reason to believe that they may not complete the supply/services within the agreed Contract forthwith without any liability whatsoever.

Article 9: Guarantee/Warrant

If applicable guarantee/warranty details included here

ARTICLE 10. Termination of the Contract

- a) CONCERN may terminate this Agreement forthwith, at the Second Party's sole responsibility, upon the occurrence of any of the following:
- If the Second Party fails to perform or otherwise materially breaches any term of this contract and such failure or breach is not remedied within seven (7) days of CONCERN's notice to do so
 - If the Second Party knowingly and willfully misrepresents him/herself at any time;
 - If the Second Party fails to provide the contracted Supply/Services or is otherwise determined by CONCERN to lack the necessary skills to accomplish the desired objectives;
 - Violation by the Second Party of CONCERN's standards, policies, regulations and procedures;
 - Violation by the Second Party to applicable laws, rules or regulations and standards prevailing in the industry during the implementation of the Contract;
 - Any act committed by the Second Party in violation of local criminal Code and/or of local public order;
 - If the Second Party breaches any Confidentiality obligations in connection with Article 13 herein below;
 - If the Second Party assigns or attempts to assign this Agreement in whole or in part to a third party without prior written approval of CONCERN in accordance with Article 3 of CONCERN'S Terms and Conditions.
 - The discontinuance of the Project, the termination of donor agency funding, or any other reason determined by CONCERN at its sole discretion.
 - For any reason, where either Concern or the Second party gives one month's notice to the other in writing.
- b) In all events of termination, CONCERN will determine the extent to which the Second Party has satisfactorily delivered Services prior to the notice of termination and will determine the extent to which fees, if any, are payable to the Second Party for Services performed until the termination date.
- c) None of the parties shall be entitled, in all cases of termination, to any compensation or damages whatsoever; except for any fees due but not paid.
- d) The Second Party agrees to promptly return, following the termination or expiration of this Contract by either party, any and all copies, in whole or in part, of all data, hardware and materials (as they exist) in the Second Party's possession; which (i) was supplied by CONCERN in relation with the Second Party's carrying out the Supply/Services or (ii) was generated by the Second Party in the performance of the Supply/Services.
- e) Termination or expiration of this Contract shall not affect any obligation of the parties incurred before the termination date. Notwithstanding the termination or expiration of the Contract, the terms and conditions of the Contract which by their context, intent and meaning are intended to survive the termination or expiration of this Contract shall survive any termination or expiration of this Contract..

ARTICLE 11. Nature of Relationship.

The Second Party agrees to perform the **Supply/Services** hereunder solely as an independent contractor. The parties to this Contract recognize that this Contract does not create any actual or apparent agency, partnership, franchise, joint-venture, or relationship of employer and employee between the parties. The Second Party is not authorised to enter into or commit CONCERN to any agreements except as specifically outlined in the **Supply Detail/Scope of Work**, and the Second Party shall not represent him/herself as the agent or representative of CONCERN.

CONCERN shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, social security, withholding tax, or other taxes or withholding for or on behalf of the Second Party in performing **Supply/Services** under this Contract. All such costs shall be the responsibility of the Second Party. The Second Party shall be responsible for payment of his or her own national social security and government taxes in **(Country)** as applicable, and must maintain his or her legal status with the government of **(Country)**. All such costs shall be the responsibility of the Second Party. Second Party will provide legal status and proof of registration.

ARTICLE 12. Payment

CONCERN will not be responsible for any costs arising out of this Contract unless explicitly stated in this Contract.

ARTICLE 13. Penalties (for late supply/service provision)

EXAMPLE - Any delays in the agreed provision time frame of all relief Items by THE SECOND Party shall attract a penalty of 0.5% per day of the total contract cost subject to force majeure.

ARTICLE 14. Compliance

The Second Party represents and warrants that:

- 1- The **Supply/Services** shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations and standards prevailing in the industry and the Second Party shall obtain, at his/her own cost and expense, all permits or permissions required to comply with such laws, rules or regulations.
- 2- The execution of the **Supply/Services** herein contemplated will not result in any breach of the terms or conditions of, or constitute a default under, any agreement or other instrument to which the Second Party is a party, or violate any order, applicable to the Second Party, of any court or government regulatory body or administrative agency having jurisdiction over the Second Party or over any of its property.
- 3- The Second Party shall perform the **Supply/Services** in accordance with the specifications and standards established by CONCERN.
- 4- The Second Party shall comply with all applicable standards and procedures while working in support of the **Supply Detail/Scope of Work**, including without limitations, standards relating to security.

ARTICLE 15. Non-disclosure and Confidentiality.

The Second Party agrees to treat as confidential and hold in strict confidence all Confidential Information and will not, without the prior written authorisation of CONCERN, disclose or use any Confidential Information for the benefit of anyone other than CONCERN; provided, however, that such information may be disclosed as required by law or regulation, except that, insofar as permitted by law or regulation, prior to any such disclosure, the Second Party shall notify CONCERN of the obligation to disclose and, if requested by CONCERN, cooperate in CONCERN's efforts to prevent or limit such disclosure.

"Confidential Information" means any information, technical data or know-how (including papers, designs, notes, memoranda, manuals, specifications, documents, plans, reports, CDs, recordings and any other information aids of whatsoever nature), whether patentable or not, which is furnished to the Second Party by CONCERN in written, verbal or other form, including but not limited to that which relates to inventions (whether or not patentable), works of authorship, designations, designs, drawings, patent rights, copyrights for their entire term and any copyright renewals, trademark rights, trade secret rights, mask work rights, database rights, and all other intellectual and industrial property rights of any sort throughout the world, made or conceived or reduced to practice by CONCERN, consultations, recommendations, research, consultancy materials, studies, regulatory matters, marketing, or finances of CONCERN or any of its donors or clients. It is agreed that the Second Party shall be obliged to Confidentiality during and after the end of the contractual relationship.

The Second Party shall take all necessary safety measures to this effect.

CONCERN shall retain at all times the sole ownership in all the intellectual property related to the Services of the Second Party and their results, and all the rights associated therewith including all rights in the information relating thereto. The Second Party agrees to take any action, and sign all things, reasonably requested by CONCERN to evidence, perfect, obtain, maintain, enforce or defend the foregoing.

No rights or license in respect of any patents, designs, copyrights, information, or know-how of any kind shall be transferred to the Second Party as a result of this Contract or in relation to the performance thereof, and all such rights shall be retained at all times by CONCERN.

ARTICLE 16. Force Majeure

- a) For the purposes of this Agreement, Force Majeure means an event which could not reasonably have been avoided by a diligent party in the circumstances, and which makes a party's performance of its responsibilities hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to any act of war, terrorism, riots, civil disorder, earthquakes, storms, floods or other adverse weather conditions, or any form of government (or other public authority) intervention.
- b) Force Majeure shall not include any event which is caused by the negligence or intentional action of a Party, of such Party's subcontractors, agents or employees.
- c) The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.
- d) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- e) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any event not later than three (3) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- f) The Parties shall take all reasonable measures to minimize the consequence of any event of Force Majeure.
- g) Each Party shall cover its own costs connected to the Force Majeure situation.
- h) Should this Force Majeure continue for a period exceeding 3 months, this Agreement will be considered as terminated without the requirement of any notification and no compensation of any type or nature shall be due.

ARTICLE 17. Settlement of Disputes

- a) If any dispute arises as to the implementation, operation or any other aspect of this Agreement, the Parties will endeavour to reach an amicable solution. An external independent mediator will be appointed by CONCERN in order to seek a mutually satisfactory solution in case the Parties themselves cannot solve a dispute.
- b) If the Parties cannot reach a good faith resolution in application of Article 19(a) above, the courts of (Country) shall have exclusive jurisdiction.

ARTICLE 18. Language of Agreement

This Agreement is made in English and (local language if applicable). The (local language) version is an unofficial translation of the English original. In case of any discrepancies or difference in the texts and purposes, the English text shall prevail.

ARTICLE 19. Complaints and Anti-Fraud Policy

The Second Party may avail of the country Complaints Response Mechanism reporting lines as follows:

(Insert relevant CRM reporting lines)

Alternatively, the Second Party may refer to Concern's Anti-Fraud and Whistleblowing Policy for additional reporting options relating to fraud. This policy is attached as annex 4 and the Second Party must be familiar and accept the content of this policy.

ARTICLE 19. General Provisions

- a) This Agreement shall be governed by the laws of country.
- b) This document, annexes, and CONCERN'S Standard Terms and Conditions attached, constitutes the complete and exclusive agreement between the Parties, superseding all representations, proposals or promises whether oral or written, and all other communications between the Parties, relating to the subject of this Contract.
- c) The failure of either Party to exercise any right in the event of breach or default by the other Party shall not constitute or operate as a waiver of any right of either Party.
- d) If any of the provisions of this Contract are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- e) This Contract may be amended only in a document executed in writing by both the Second Party and CONCERN's representative.

Article 20. GDPR (for EU Contracts for supply/service only)

Concern Worldwide will only contract with organizations who can demonstrate that they are in compliance with the General Data Protection Regulation (EU 2016/679) and who will enter into appropriate contractual data controller – data processor agreements which satisfy the requirements of Article 28 of the GDPR.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in Two (2) original copies by their duly authorized representatives' signatures to be affixed as of the day first written.

Signatures

Name and Signature on behalf of **CONCERN WORLDWIDE**

Position

Date

Name and Signature on behalf of the **Second Party**

Position

Date

Annex 1

Delivery Detail/Scope of work

Note – Delivery detail to include delivery instruction and schedules including relevant Inco terms (DDP, CIF, etc)

Annex 2

Concern Safeguarding Policies

(Programme Participant Protection Policy, Child Safeguarding Policy, Anti-Trafficking in Persons Policy)

1. The Second Party confirms that he/she has read and understands the terms of Concern's safeguarding policies and agrees to abide by the terms of these policies at all times in all of their activities under this Agreement. The Second Party shall ensure that its employees, officers, sub-contractors and agents understand and shall abide by the terms of this policies at all times.
2. The Second Party shall bear responsibility and be liable in respect of any and all claims, losses, damages, liabilities and expenses of any nature howsoever arising from or in connection with any breach of these policies by the Second Party or by its employees, officers, sub-contractors or agents.
3. The Second Party shall indemnify and hold harmless CONCERN, its officers, employees and agents, in respect of any and all such claims, losses, damages, liabilities and expenses arising from or in connection with any such breach.

(Policies attached)

Annex 3

Concern Standard Terms and Conditions **(attached)**

Annex 4

Concern Anti-Fraud and Whistle Blowing Policy **(attached)**