

**STANDARD SUB-AWARD AGREEMENT**

between

Save the Children Philippines (SCP), Inc.

(hereafter referred to as “SCP”)

1040 EDSA, Magallanes Village Makati City

and

**[Name of Partner]**

(hereafter referred to as the “Partner”)

[Address of Partner]

Sub-Award Agreement Number:

[ ]

This Agreement is made between SCP and the Partner to undertake specific activities under the following project (the “Project”):

* Save the Children Member: SAVE THE CHILDREN PHILIPPINES (SCP), INC
* Donor: SC US Individual Donors
* Donor Agreement Number: 0073
* Originating Donor: N/A
* Originating Donor Award Number: N/A
* Implementation Country: PHILIPPINES
* Project Name/Description: **[ ]**
* Total Committed Amount to Partner: PHP [ ]
* Total Amount to Partner: PHP [ ]
* Match Funding: [ ]
* SCI SoF: [ ]
* Partner Code: [ ]
* Partner Agreement Code: [ ]
* IATI Organisation Identifier (if applicable): [ ]
* IATI Organisation Type: National NGO
* Permission to publish to IATI?: [ ]
* The details of the Project are set out in the Project Description and Project Budget appended to this Agreement as Annex {A} and Annex {B} (the “Project Documents”), respectively.

The parties enter into this Agreement in the spirit of Save the Children International’s (SCI’s) Partnership Principles, and adopted by Save the Children Philippines, which are: value driven and empowering relationships; transparency and accountability; and mutual benefit and complementarity. A copy of SCI’s Partnership Principles is available on request.

1. **TERM**
	1. This Agreement shall have effect from [ ] and shall expire [ ] unless terminated earlier in accordance with this Agreement or extended by mutual written agreement. Clauses {4.6}, {6.2}, {6.3}, {11.2}, {11.3}, {11.4}, {11.5}, {14.1}, {14.2}, {14.5}, {15.3(c)}, {21}, {22.3}, {22.7}, {23} and {24} shall survive any termination of this Agreement.
2. **FUNDING**
	1. SCP approves the allocation of [ ](PHP ) This is the relevant apportioned donor funds, the approximate equivalent to [ ] (PHP)(depending on the SCP rate of exchange applicable at the time of payment to the Partner as set out in the Project budget in Annex B (“Project Budget”)).
	2. Payments and return of funds under this Agreement will be in Philippine Peso (PHP).
	3. All reports provided by the Partner will be in Philippine Peso (PHP).
	4. Any exchange gain or loss that may arise against the overall value of the agreement due to a strengthening or weakening in US Dollar (USD) will be addressed by joint agreement of both parties. Where required this Agreement will be renegotiated to ensure inputs/outputs are affordable within the Project Budget.
3. **MATCH FUNDING**
	1. Match funding is not required under this Agreement.
4. **USE OF THE FUNDS**
	1. Both parties to this Agreement shall comply with the conditions of the Save the Children Member and the Donor in Annex {D} and any applicable policy, guideline or other requirement of the Save the Children Member and the Donor (collectively, the “Donor Conditions”). The Partner certifies that it has read and understood the requirements set forth in the conditions of the Donor Conditions in Annex {D}.
	2. The obligation to comply with Donor Conditions are in addition to any other obligations the Partner may have under this Agreement, and if this Agreement imposes more restrictive obligations or stricter timing conditions on the Partner than the corresponding Donor Condition, the Partner shall comply with such obligation or condition of this Agreement as well as the corresponding Donor Condition. Except as set out in the preceding sentence or as otherwise provided in this Agreement, if there is any conflict or inconsistency between any provision of this Agreement and the Donor Conditions, the latter will prevail.
	3. The Partner hereby agrees that it shall not be permitted to use the funding allocated under this Agreement other than in accordance with the Project Budget.
	4. Subject to Clause 2.4 above, the Partner shall be permitted to vary/deviate from the Project Budget up to a maximum of 10% of each budget LINE and will notify SCP of such variances. Any variances greater than 10% of each budget LINE may only be made following written agreement by SCP and/or the Donor (as required).]
	5. Where SCP has provided non-cash items under the Project, the Partner shall be responsible for their safety and security, maintenance, storage, insurance and for ensuring they are applied towards their intended use and such application is monitored, documented and recorded in accordance with the Donor Conditions and this Agreement.
	6. If (i) there are reasonable grounds to suspect, during or after the period of the Project, that any irregularities, misappropriation, or misuse of funds has occurred during the period of the Project, and (ii) the Partner fails to justify the cost with sufficient explanation and documentary evidence as determined by SCP and/or the Donor (as the case may be), the Partner must refund those funds to SCP immediately.
	7. Funds disbursed under this Agreement must be held in a separate bank account, unless otherwise specified in the Donor Conditions which will prevail. Any interest accrued on the funds disbursed under this Agreement or any income accrued or received as part of the Project activities shall be properly reflected by the Partner in its books of account and financial reports. Unless otherwise stated in the Donor Conditions, the Partner agrees to refund such interest and/or income amounts back to SCP.
5. **PAYMENT**
	1. The funds under this Agreement will be disbursed in instalments as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Instalment** | **Amount** | **Earliest payment date** | **Conditions for payment** |
|  [ ] |  [ ]  |  [ ] |  [ ] |
|   |   |   |   |
|   |   |   |  |

* 1. The instalment(s) will be disbursed by SCP through cheque issued in the name of the Partner as payee. The Partner shall issue an official receipt per schedule of disbursement.
	2. The Parties hereby agree that SCP can withhold, vary the date and/or amount of any instalment(s) otherwise due to the Partner (including off-setting against any payments due from or on behalf of the Partner to SCP) for any of the following reasons:
1. where it reasonably considers it necessary to avoid a possible violation of Donor Conditions (including without limitation in relation to a misappropriation, misuse or other irregularity in use of funds), SCP policies annexed hereto, applicable laws or regulations, or to avoid a safety or security threat to staff, contractors, beneficiaries or any other persons;
2. pending (i) submission of satisfactory narrative and financial reports by the Partner or (ii) satisfactory response by the Partner on adverse findings of SCP or the Donor following an inspection/review/audit; or
3. under- or over-utilisation of funds against approved budget.
	1. If SCP requires any such withholding or variation of instalment(s), it will notify the Partner in writing.
4. **RESPONSIBILITIES OF THE PARTIES**
	1. SCP will:
5. carry out a kick-off meeting with the Partner staff and other stakeholders covering the Project arrangements, including those set out in this Agreement and Annexes;
6. ensure that it provides timely notification to the Partner of any amendments or variations in the Donor Conditions, which shall be reflected in an amendment to this Agreement;
7. support the implementation of the Project by providing (where requested by the Partner and as agreed by the parties) capacity strengthening support;
8. as part of the SCP mandate for working with Partners who work with children, provide training on the SCP Child Safeguarding Policy appended hereto as Annex {E} for Partner staff who will have direct responsibility for implementing the Project, as well as any other Partner staff in accordance with the Capacity Strengthening Plan included in Clause 8 below; and
9. as part of SCP’s commitment to creating a safe working environment free of discrimination, disrespect and any other form of inappropriate behaviour for all those who work for SCP, or who come into contact with SCP, provide materials or training on the SCP Anti-Harassment Policy appended hereto as Annex {F}, which shall be available to Partner staff who will have direct responsibility for implementing the Project, as well as any other Partner staff in accordance with the Capacity Strengthening Plan included in Clause (8) below;
10. upon the Partner’s request:
11. provide relevant safety and security support and information as separately agreed in writing and signed by authorised persons in each party;
12. make available to the Partner online safety and security training resources; and
13. inform the Partner of any face-to-face Save the Children training opportunities,

 in each case appropriate to the tasks being undertaken by the Partner for the Project and the environment in which those tasks are being undertaken.

* 1. The Partner will:
1. undertake the Project activities in compliance with all applicable laws in, the Republic of the Philippines.
2. comply with the Donor Conditions, as may be notified to the Partner by SCP from time to time, whether during the term of the Project or any time thereafter should any requirement continue following the conclusion of the Project;
3. not enter into any sub-awards using Project funds without (i) the prior written approval of SCP and (ii) causing such sub-awardee to enter into a written agreement incorporating substantially similar obligations on the part of the sub-awardee as those of the Partner set out in this Agreement;
4. immediately notify SCP of any incidents that may result in a legal claim against SCP, its employees, consultants, volunteers or other representatives (including its trustees), or against Save the Children;
5. immediately notify SCP of any resources (including funds) that are or may be available from sources other than SCP for Project activities;
6. immediately report any safeguarding or security incidents involving (i) Project staff and any person working for or on behalf of the Partner in connection with the Project, (ii) Project beneficiaries, (iii) Project Activities or (iv) any person whom the Partner (including its staff and other representatives) comes into contact with in connection with Project Activities; and
7. immediately report any incidents or suspicions of fraud, misappropriation or corruption affecting the Project or Project resources.
	1. Responsibility for monitoring implementation
8. SCP has a responsibility to ensure the Project is being implemented in accordance with Donor Conditions and this Agreement. This includes a responsibility for ensuring Project resources are being managed and utilised appropriately and are protected from diversion, misappropriation and misuse. To discharge this responsibility, SCP, and the Donor (where this is a Donor Condition) each reserve the right, directly or through its authorised agent, to monitor the implementation of Project activities and the use of Project resources, including carrying out any of the following with or without notice:
9. inspecting Project sites;
10. meeting with Project beneficiaries and other stakeholders;
11. setting up independent complaint reporting mechanisms;
12. conducting financial audits of the Partner; and
13. carrying out investigations into alleged breaches of Donor Conditions or this Agreement.
14. The Partner agrees to cooperate fully with and to facilitate such monitoring activities, with or without notice, including arranging access to sites, staff and relevant Project or financial documentation. The Partner also agrees to implement any agreed recommendations arising from an investigation or audit carried out under this clause within any agreed timeframe.
15. The parties acknowledge the rights and obligations under this clause are in addition to other rights and obligations in this Agreement and the Donor Conditions.
16. **PROJECT SUPERVISION**
	1. SCP appoints [ ], [e-mail], [contact number] as the SCP Project manager (“SCP Project Manager”) responsible for overall supervision of the Project, and the following as key staff (each “SCP Key Personnel”):

|  |  |
| --- | --- |
| **Role** | **Name and contact details** |
| [ ] | [ ] |

* 1. The Partner appoints [ ], [e-mail] [contact number] as the Partner Project manager (“Partner Project Manager”) responsible for the day-to-day implementation of the Project and submission of financial and narrative reports required under this Agreement, and the following as key staff l (each “Partner Key Personnel”):

|  |  |
| --- | --- |
| **Role** | **Name and contact details** |
| [ ] | [ ] |
|  |  |
|  |  |

* 1. If an SCP Project Manager or SCP Key Personnel is replaced, SCP shall inform the Partner in writing of the person’s successor. SCP shall ensure that any successor fully understands the terms and conditions of this Agreement and the Donor Conditions.
	2. If a Partner Project Manager or Partner Key Personnel is replaced, the Partner shall inform SCP in writing of the person’s successor. If such replacement requires approval as per the applicable Donor Conditions, then the Partner shall seek such approval in writing from SCP prior to making such replacement. The Partner shall ensure that any successor fully understands the terms and conditions of this Agreement and the Donor Conditions.
1. **CAPACITY STRENGTHENINGPLAN**
	1. The Partner will use all reasonable endeavours to achieve and report on the following improvements, which are listed in the capacity strengthening plan of the Partnership Assessment (Annex {K}) conducted on { }, and SCP will support the Partner in achieving such improvements:

|  |  |  |
| --- | --- | --- |
| **Item** | **Agreed action** | **Proposed completion date** |
| [ ] |  |  |
|  |  |  |

1. **REPORTING**
	1. The Partner will provide to SCP the following reports, in the timeframes set out below, which shall be in the format agreed by the parties as set out in Annex {C} (“Reporting Format”):

|  |  |  |
| --- | --- | --- |
| **Report** | **Period covered** | **Submission timeframe** |
| [ ] | [ ] | [ ] |
|  |  |  |

* 1. All the reports provided by the Partner to SCP are to be written in English unless SCP agrees in writing that they can be written in another language.
	2. The Partner agrees to make all requested modifications and corrections to a report within 15 days of SCP’s request, and in any event as may be required by the Donor Conditions.
	3. The Partner shall keep an up-to-date asset register for all purchased equipment under the Project. In addition to any requirements set out in the Donor Conditions, the Partner will submit the asset register to SCP on request and with the final narrative and financial report.
	4. Each party agrees it will notify the other in writing as soon as possible of any significant change in the Project or any difficulty or delay (including without limitation a safeguarding, safety or security incident) which might significantly affect adherence to the proposed time schedule and/or the execution of the Project. When notifying the other party a statement of the action taken or contemplated and any assistance needed to resolve the problem should be included.
1. **REVIEW, MONITORING AND EVALUATION**
	1. In addition to the rights and obligations of the parties set out in Clause 6.3 above:
		1. SCP and the Partner will jointly monitor and evaluate the Project, and will work together in supporting the carrying out of evaluations.
		2. The Partner shall facilitate any visits by SCP, the Member, the Donor, or their appointed representatives in connection with the Project. The dates of the visits shall be jointly agreed by both parties, acting reasonably.
		3. SCP shall ensure its program and finance staff undertake field visits, not less than once a year, according to a schedule agreed with the Partner. SCP commits itself to deliver its observations to the Partner in writing on the programmatic, administrative and accounting systems and procedures of the Project.
		4. The Partner and SCP shall hold regular co-ordination meetings, at least once per year. Parties at co-ordination meetings may mutually review and share feedback, lessons learnt, achievements and ways of working. All outcomes at these meetings shall be recorded in writing and shared with both parties.
2. **FINANCIAL RECORDS AND AUDITS**
	1. The Partner agrees to keep separate books of account and other financial records so that the payments and expenditures made under this Agreement can be easily identified. The books of account and other financial records must be accurate, up to date and include all relevant supporting documents.
	2. The Partner agrees to maintain original books of account and other financial records for 10 years after the expiration or earlier termination of this Agreement (or longer if specified in the Donor Conditions). The Partner may request in writing that it pass all financial records to SCP for retention for the required period, such agreement to be approved in writing by both parties.
	3. With or without prior notice, the Partner agrees to co-operate with (during the term of this Agreement and for 10 years thereafter) SCP, the Member and/or any person authorised by SCP, in any audit or review of books of account and other financial records relevant to this Agreement, and in any other reasonable examinations or investigations into Project activities.
	4. Upon a request by SCP, the Partner agrees to appoint appropriately qualified independent auditors satisfactory to SCP to inspect, review and audit the books of account and other financial records relevant to this Agreement, and to conduct any other reasonable examinations or investigations into Project activities. If the Project Budget does not provide for the cost of such an audit, the parties shall agree how such cost shall be allocated.
	5. The Partner agrees to:
3. implement any agreed recommendations arising from an audit carried out under this Clause 11 within any agreed timeframe; and
4. reimburse SCP the amount of any expenditure disallowed by independent auditors based upon a finding that such expenditures failed to comply with a provision of this Agreement or the Donor Conditions.
	1. The Partner agrees to provide copies, where relevant and available, of its annual audited financial statements reflecting the funds received under this Agreement if these are not already covered by SCP-facilitated audits.
5. **PROCUREMENT**
	1. All procurement must be carried out under the principles of best value for money, transparency, accountability, and fair competition and equal treatment of suppliers.
	2. Unless SCP agrees otherwise in writing, the SCP Procurement Procedure (Annex {I}) will apply to the procurement of goods, works and services purchased with the Project funds.
	3. Where the Donor Conditions for the procurement of goods and services are more stringent than the guidelines specified above, the Donor Conditions will prevail.
6. **USE AND DISPOSAL OF ASSETS, EQUIPMENT AND INVENTORY**
	1. All the assets, equipment and inventory purchased using Project funds must be:
7. used solely and exclusively for the Project;
8. held safely and securely and protected from damage, theft, misappropriation, diversion or loss; and
9. managed in accordance with any Project-specific procedures notified to the Partner from time to time.
	1. All the assets, equipment and inventory items procured by the Partner or provided by SCP remain the property of SCP unless otherwise specified in the Donor Conditions or the asset register.
	2. Asset disposition is subject to SCP’s prior written approval and any Donor restrictions. At least one month prior to completion of the Project the Partner will submit a disposition plan for all assets, equipment and inventory to SCP for approval. SCP reserves the right to dispose of assets, equipment or inventory which are the property of SCP as it thinks fit. Disposal includes but is not limited to, handing over such items to the Partner, government, its agencies, communities or beneficiaries.
10. **LIABILITY, INDEMNIFICATION, INSURANCE AND TAXES**
	1. SCP shall not, in any circumstances or for any reason, be responsible or held liable for:
11. loss or damage sustained or caused in the course of implementing the Project by the Partner’s staff, representatives, vendors/suppliers, sub-contractors or associates;
12. any third party claims, losses and expenses that may arise from negligence, recklessness or intentional act or omission that is related to the performance of, or otherwise in connection with, this Agreement (including its annexes) by or on behalf of the Partner;
13. compensation for the death, disability, or other hazards which may be suffered by the staff, representatives, vendors/suppliers, sub-contractors or associates of Partner arising from Partner’s performance in connection with this Agreement (including its annexes); or
14. the safety and security of the Partner or its staff, consultants, volunteers or other representatives.
	1. If SCP is held liable for any breach by the Partner of any term of this Agreement or any of its annexes (including, without limitation, any Donor Conditions), the Partner undertakes to indemnify and hold SCP harmless against such liabilities from its own resources.
	2. The Partner shall:
		1. Take out and maintain insurance policies as may be reasonable and prudent in the context of the Project with reputable insurers during the agreed and extended duration of the Project and provide evidence of such insurance to SCP;
		2. Hold any country-specific insurance required to comply with local legal requirements;
		3. Comply with all Donor-specific insurance requirements and to pass on such obligations to any sub-contractors; and
		4. Indemnify SCP in case SCP is held responsible to the Donor for non-compliance with insurance obligations.
	3. The Partner and SCP shall also agree the insurance requirements for the items of equipment procured by the Partner or provided by SCP for the purposes of the Project. Insurance premiums shall be appropriately built into the Project Budget.
	4. The Partner shall be liable for all taxes, premium payments and excess or deductibles under insurance policies, arising out of payments made under this Agreement.
	5. The Partner must ensure that all expenditure complies with the Donor Conditions for VAT and other applicable tax or duties. Where there is no specified requirement, then all goods and services presented in the Project Budget shall include applicable VAT or any other tax or duty.
15. **SAVE THE CHILDREN POLICIES**
	1. **Child Safeguarding**
16. The SCP Child Safeguarding Policy (Annex {E}) forms an integral part of this Agreement. The Partner has read and understood this policy before signing this Agreement and agrees to fully comply with it.
17. The Partner shall ensure:
18. its staff associated with the Project read and understand the SCP Child Safeguarding Policy, and attend training on the SCP Child Safeguarding Policy provided by SCP under Clause 6.1(d); and
19. any concerns about possible breaches of the SCP Child Safeguarding Policy are brought immediately to the attention of Save the Children. The parties will agree how such concerns will be investigated safely, confidentially and in a timely manner. Any investigation in relation to violations of the SCP Child Safeguarding Policy must take into consideration the best interests and safety of the child(ren) involved.
	1. **Anti-Harassment**
20. The SCP Anti-Harassment Policy (Annex {F}) forms an integral part of this Agreement. The Partner has read and understood this policy before signing this Agreement and agrees to fully comply with it.
21. The Partner shall ensure that:
22. its staff associated with the Project read and understand the SCP Anti-Harassment Policy and receive the materials or training provided to them by SCP during the kick-off meeting under Clause 6.1(e); and
23. any concerns about possible breaches of the P Anti-Harassment Policy are brought immediately to the attention of Save the Children. The parties will agree how such concerns will be investigated safely, confidentially and in a timely manner. Any investigation in relation to violations of the SCP Anti-Harassment Policy must take into consideration the best interests and safety of the persons involved.
	1. **Fraud, Bribery and Corruption**
24. The SCP Anti-Fraud, Bribery and Corruption Policy (Annex {E}) forms an integral part of this Agreement. The Partner has read and understood this policy before signing this Agreement and agrees to fully comply with it.
25. The Partner shall ensure that all assets, funds and resources associated with the Project are protected from all fraud, corruption, loss, misappropriation or misuse.
26. The Partner shall recognise and abide by SCP’s zero tolerance approach towards fraud, bribery and corrupt practices and shall fully comply with all applicable laws, statutes, regulations and codes relating to fraud, bribery and corruption. The SCP Fraud, Bribery and Corruption Policy and Procedure (Annex {G})forms an integral part of this Agreement and the Partner agrees to fully comply with it.
27. The Partner shall notify SCP immediately upon becoming aware of detected, suspected, or attempted fraud, bribery or corruption which affects SCP funds, brand, staff or assets. The Partner will promptly investigate and take action against any fraud, bribery or corruption which affects this Project and will keep SCP informed of its progress. Should SCP choose to conduct an investigation into any reported incident, the Partner will fully cooperate with SCP in relation to such investigation in accordance with the terms of this Agreement.
28. The Partner warrants that neither the Partner nor any of its staff, representatives, sub-contractors, suppliers/vendors and associates connected with the Project:
29. has given or accepted, or offered or agreed to give or accept any payment, gift or other benefit (i.e. a bribe) to induce someone to enter into a contract or otherwise to act improperly or to reward them for having done so; or
30. shall give or accept, or offer or agree to give or accept any payment, gift or other benefit (i.e. a bribe) to induce someone to enter into a contract or otherwise to act improperly or to reward them for having done so.
31. Neither the Partner nor its staff, agents, representatives, sub-contractors, suppliers/vendors or associates shall accept for their own benefit any trade commission, discount or similar payment or benefit in connection with this Agreement.
	1. **Terrorism and Prohibited Parties**
32. The Partner shall not engage in any dealing with, or otherwise provide, directly or indirectly, funds, economic resources or support to, any person or organisation who is:
33. designated on any list of targeted persons issued under economic or financial sanctions administered by an official government, the EU or the UN and/or is proscribed under the UK counter-terrorism legislation (collectively, “Economic Sanctions Laws”) or is otherwise associated with terrorism;
34. or is part of a government of any country or territory subject to a general export, import, financial or investment embargo under Economic Sanctions Law, which countries and territories, as of the date of this Agreement, include {Crimea, Cuba, Iran, North Korea, and Syria} (“Sanctioned Territory”);
35. owned or controlled by, or acting on behalf of, any of the foregoing;
36. located within or operating from a Sanctioned Territory, or
37. otherwise targeted under any Economic Sanctions Law (collectively, a “Prohibited Party”) in connection with this Agreement,

in each case, except as permitted under Economic Sanctions Law.

1. The Partner shall provide to SCP for vetting purposes the full names and full dates of birth of its directors, trustees (if applicable) and any key staff. For the avoidance of doubt, this requirement does not extend to beneficiaries. The Partner shall inform SCP as soon as possible each time a director, trustee (as applicable) or member of key staff leaves the Partner or is otherwise no longer a director, trustee (as applicable) or key staff, and shall provide to SCP for vetting purposes the names and dates of birth of any new director, trustee and/or key staff, promptly upon such new person being appointed or engaged, as the case may be. The Partner confirms that it has informed each such person whose personal data is being provided to SCP that the personal data of such person has been shared with SCP and the purpose of sharing of such data.
2. The Partner shall ensure that none of the Project funds or resources are transferred to any person or organisation that is located, organised or resident in a Sanctioned Territory, in each case, in violation of Economic Sanctions Law.
3. The Partner shall notify SCP immediately if, during the course of this Agreement, it becomes aware of any link whatsoever between the Partner and any Prohibited Party or organisation or individual who may be perceived to be linked in any way to terrorism or who appears on any sanctions list, including but not limited to any detected, suspected or attempted (direct or indirect):
4. financial transaction or other dealing with a Prohibited Party or a terrorist group; or
5. diversion of Project assets, funds or resources to a Prohibited Party or a terrorist group.
	1. The Partner shall ensure that any person associated with the Project who is performing services or providing goods in connection with this Agreement or is otherwise a subcontractor does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Partner in Clauses 15. The Partner shall be responsible for the observance and performance by such persons of any of these terms, and shall be directly liable to SCP for any breach by such persons of any of these terms.
	2. **Human Trafficking and Modern Slavery**
		1. The SCP Human Trafficking and Modern Slavery Policy (Annex {H}) forms an integral part of this Agreement. The Partner hereby confirms that it has read and understood the terms of this policy before signing this Agreement and further agrees to fully comply with it.
		2. The Partner shall recognise and abide by SCP’s zero tolerance approach towards human trafficking and modern slavery practices.
		3. The Partner shall notify SCP immediately if, during the course of this Agreement, it becomes aware of, or suspects any practices of modern slavery or human trafficking taking place in its own organisation or any organisation associated with the Project, and shall fully cooperate with any investigation conducted by SCP.
	3. **Whistleblowing**
		1. SCP shall hear, respect and act appropriately upon any reports by Partner staff or third parties of wrongdoing or dangerous, unethical or illegal practices relating to SCP by SCP or its staff (including any suspicion of fraud) or by the Partner’s staff or representatives.
6. **FINANCIAL GUIDELINES**
	1. The Partner agrees to comply with the Partner Finance Guidelines set out in Annex {J} and all applicable Donor Conditions.
	2. Where there is a conflict between the policies and procedures in Clause 16.1 and those contained in Donor Conditions, the one involving greater degree of internal control shall prevail. The Partner may also seek clarification from SCP in writing before acting upon any financial policy or procedure.
7. **PUBLICITY AND VISIBILITY**
	1. Instructions on the use of SCP and the Donor’s name and logo shall be obtained from SCP and any use of such name and logo shall be approved by SCP in writing in advance by SCP and, with respect to the name and logo of the Donor, shall comply with the Donor Conditions.
	2. In addition to complying with any Donor Conditions relating to visibility and external communications, the Partner will comply with any communications strategy agreed with SCP and will, as a minimum, include the Donor and SCP’s name and logo in any external publications produced in connection with the Project.
	3. Unless otherwise agreed in writing, the Partner shall, prior to publishing any material or document containing SCP or the Donor’s name or logo (and/or containing or in any way based on information or data acquired directly or indirectly as a result of any program, project or arrangement involving SCP, Save the Children or its beneficiaries), submit such material or document to SCP for approval (and, where relevant, review).
	4. In carrying out the Project, the Partner will not do anything that may be expected to damage the reputation of SCP or the Donor.
8. **INTELLECTUAL PROPERTY**
	1. Subject to Clause 17.3 and without prejudice to any Donor Conditions relating to intellectual property, any intellectual property rights in materials prepared by or on behalf of any party to this Agreement specifically for the purposes of the Project shall be owned by that party, but licensed to the other party, on a worldwide, perpetual, royalty-free and irrevocable basis, to use or allow others to use for the purposes of this Project.
	2. Where SCP has permitted the Partner to use any other intellectual property rights owned or licensed by SCP for use in connection with the Project, the Partner shall on termination of this Agreement, unless otherwise instructed in writing by SCP, cease to use such intellectual property rights immediately and shall either return to SCP or destroy any materials representing or containing such intellectual property rights as requested by SCP.
9. **DATA PROTECTION**
	1. The Partner will provide SCP with assistance and cooperation reasonably requested by SCP to assist with SCP's compliance with Data Protection Laws, including by providing:
		1. all applicable notices to Data Subjects required for the lawful Processing of Personal Data by SCP in accordance with the Agreement (including as envisaged by Clause 15.3); and
		2. obtaining any consents required under applicable Data Protection Laws for the Processing of Personal Data by SCP in accordance with the Agreement (including as envisaged by Clause 15.3).
	2. SCP may from time to time specify the form of any notices or consents referred to in Clause 19.1.
	3. For the purposes of this Clause 19, “Data Protection Laws” means the Philippines’ Data Privacy Act of 2012 (Republic Act No. 10173) and any applicable national implementing legislation, in each case as amended, replaced, or superseded from time to time, and all applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the Processing of Personal Data; and the terms “Data Subjects”, “Personal Data”, “Process” and “Processing” shall have the same meaning as set out in RA 10173.
10. **AMENDMENT OF AGREEMENT**
	1. Amendments to this Agreement or the annexes will be made in writing and signed by persons authorised to act on behalf of each party.
	2. Where approval is also required from the Donor, SCP is responsible for seeking that approval before confirming the amendment with the Partner.
11. **CONFIDENTIALITY**
	1. SCP and the Partner agree to share information about the Project (including information on relevant safety and security risk) with each other. Except where disclosure to the Donor, Government, or to other statutory or regulatory authorities or court of competent jurisdiction is required by applicable laws, regulations or other legal requirements, this Agreement and its contents (including its annexes) shall be kept confidential and shall not be disclosed to others, without the prior consent of the other party.
12. **ALTERATION, SUSPENSION OR TERMINATION OF THE AGREEMENT**
	1. Termination or suspension of this Agreement
13. Either party may terminate this Agreement by giving one month’s prior written notice.
14. SCP may, without prejudice to its other rights, suspend or terminate this Agreement with immediate effect by written notice to the Partner where:
15. the Partner, either directly or through its staff, representatives, or through a third party, breaches any of its obligations under this Agreement including without limitation any breach of the Donor Conditions and the other annexes and fails to remedy such breach within 15 days of being notified by SCP;
16. for any reason, the Partner is unable to continue with the implementation of the Project under the terms and conditions of this Agreement including its annexes;
17. direct or indirect publicity concerning the Partner materially adversely prejudices the activities of SCP, the Donor or the Partner;
18. there is misuse or misappropriation of Project funds or assets, or any fraud or safeguarding or other acts in connection with the Project which may bring SCP into disrepute or is materially adverse to the interests of SCP;
19. it is required in order to comply with applicable laws, requirements of regulatory authorities or judgment of any court of competent jurisdiction; or
20. such termination or suspension is in accordance with the Donor Conditions.
	1. Alteration, suspension or termination of the Donor Agreement
21. In the event that the Donor Agreement is altered, terminated or suspended by the Donor, SCP may, at its sole discretion, alter, terminate or suspend this Agreement with immediate effect at any time by written notice to the Partner, giving such reason(s) as it is aware for such alteration, termination or suspension.
22. Where this Agreement has been altered, terminated or suspended pursuant to Clause 22.2(a), the Partner shall take such steps as are necessary to alter, suspend or terminate the activities provided for under this Agreement, (including altering, suspending or terminating any sub-contracts) in a timely and orderly manner, as agreed with SCP, and shall minimise any further expenditure in the case of termination or suspension of this Agreement.
	1. If this Agreement is terminated under this Clause 22:
23. The Partner shall:
24. stop Project activities and take all reasonable steps to preserve and protect all work produced to date and comply with instructions from SCP in relation to these activities;
25. provide, without delay, an account reconciliation of award-funded expenditure up to the date of termination. This should include any further expenditure or commitments after the date of termination which it cannot reasonably be expected to avoid or recover;
26. submit a final narrative and financial report to SCP within 30 days of the termination date;
27. unless otherwise agreed in writing by both parties, return to SCP the assets and equipment purchased using funding made available under this Agreement within 30 days of the termination date; and
28. transfer back any unspent funds to SCP within 30 days of the termination date.
29. SCP will make payments due to the Partner under this Agreement following a termination for award activities, inputs and outputs rendered to SCP’s satisfaction up to the termination date. SCP shall not be obliged to pay for any expenses incurred by the Partner after the effective date of the notice of early termination which the Partner can reasonably be expected to avoid or recover.
30. In addition, SCP reserves the right to recover any sums which have been paid in advance and which are unspent, or should not reasonably have been spent, or which constitute a disallowance by the Donor under the Donor Conditions due to a breach of its obligations by the Partner under this Agreement (including its annexes) at the termination date or to offset any such sums against any payments due.
	1. If this Agreement is suspended for any reason under this Clause 22, unless otherwise agreed in writing by both parties:
31. the Partner shall:
32. stop Project activities and take all reasonable steps to preserve and protect all work produced to date and comply with instructions from SCP in relation to these activities; and
33. provide, without delay, an account reconciliation of award-funded expenditure up to the date of suspension. This should include any further expenditure or commitments after the date of suspension which it cannot reasonably be expected to avoid or recover.
34. SCP will make payments due to the Partner under this Agreement where it is legally able to do so following a suspension for award activities, inputs and outputs rendered to SCP’s satisfaction up to the suspension date. SCP shall not be obliged to pay for any expenses incurred by the Partner after the effective date of the notice of any suspension which the Partner can reasonably be expected to avoid or recover.

The Parties shall separately agree in writing the next steps on any reporting obligations and any return of any assets and equipment in case of any suspension.

* 1. **Force Majeure**
		1. For the purposes of this Agreement:

**Force Majeure** shall mean any substantial change of circumstances since the Project began beyond the reasonable control of a party and which makes that party’s performance of its obligations under this Agreement impossible or so impractical as to be considered effectively impossible in the circumstances.

**Force Majeure Event** includes, but is not limited to:

1. war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, revolution, acts of terrorism, insurrection or military or usurped power or civil war;
2. strike, lock-out, riot, commotion or disorder (unless due to the Partner’s actions);
3. change of law (including, without limitation, any introduction of, or change in, Economic Sanctions Law); and
4. earthquake, flood, tempest and other natural disasters.
	1. If either party considers that a Force Majeure Event has occurred which may affect the performance of its obligations under this Agreement (including its annexes), it shall notify the other party as soon as possible and in any event within 10 days after it should reasonably have become aware of the commencement of such circumstances (a “**Force Majeure Notice**”). Such Force Majeure Notice shall include full and detailed particulars of such circumstances and their effect.
	2. Notwithstanding the provisions of Clause 22, upon the issue of a Force Majeure Notice and with the other party’s consent, which shall not be unreasonably withheld, the issuing party shall be excused from performing its obligations under the Agreement for the duration of the Force Majeure Event. If the Force Majeure Event continues for more than two months, SCP may terminate this Agreement by giving written notice to the Partner. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.
	3. **Suspension or termination due to security and fraud risk**

If:

1. there is a security risk in the geographic areas of; or
2. there is suspected to be systematic fraud, corruption or a diversion of funds within
the Project’s operations which could significantly impair the developmental value of the Project or present an unacceptable level of risk to a party,

then the parties shall consult at the earliest opportunity on measures to resolve the problem and identify possible courses of action. In the event that the parties agree to suspend or terminate this Agreement, Clauses 22.3 and 22.4 shall apply with the necessary modifications.

1. **GOVERNING LAW**
	1. This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and interpreted in accordance with Philippine law.

23.2 Subject always to compliance with the dispute resolution procedure laid down by the provisions of Clause 24 below, any dispute or disagreement arising out of or in connection with this Agreement which cannot be amicably settled amongst the parties hereto shall be submitted to the courts of the Philippines.

1. **DISPUTE RESOLUTION MECHANISM**
	1. Both SCP and the Partner agree to resolve all misunderstandings or disputes that might arise throughout the implementation of the Project in a friendly manner. If having used reasonable endeavours to settle a dispute informally either party considers the dispute cannot be so settled, it may give notice that the dispute is being referred to the appropriate level in accordance with the escalation procedure below for resolution.
	2. The recommended levels of the escalation procedures are:
2. 1st level: SCP Project Manager and Partner Project Manager.
3. 2nd level: SCP Chief Executive Officer and equivalent position at the Partner.
4. 3rd level: SCP Board of Trustees and equivalent position at the Partner.

If the parties are unable to resolve the dispute within a further thirty days from the date that the matter is escalated to the 1st level outlined above, then the parties shall submit the dispute by arbitration in accordance with Republic Act No. 9285 otherwise known as “Alternative Dispute Resolution Act of 2004”. The number of arbitrator shall be one (1) who shall be mutually appointed by both Parties. The parties hereto agree as binding the decision of the Arbitrator. The place of arbitration shall be in Metro Manila, Philippines.   No legal action may be instituted in any court, quasi-judicial body or administrative body unless arbitration has been availed of or waived by both parties.

* 1. Nothing in this Agreement shall prevent any party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive relief or other emergency or interim relief.
1. **PROJECT COMPLETION**
	1. At the completion of the Project, subject to approval of the final financial and narrative reports, disposal of assets, equipment and inventory and fulfilment of other applicable Project obligations, and upon request from the Partner, SCP will provide written confirmation to the Partner of the satisfactory completion of the Project. Any such written confirmation shall not prejudice any rights SCP may have under this Agreement and its annexes, including following its termination.
2. **ANNEXES**

The following annexes shall form part of this Agreement. Annexes A to D and K are attached in the final signed copy of this Agreement.

[Option 1 Provision: Annexes E to J referring to SCP Policies and any amendments thereto shall be provided by SCP electronically to the Partner. The Partner shall acknowledge the documents in writing through the attached acknowledgement receipt.]

[Option 2 Provision: Annexes E to J referring to SCP Policies and any amendments thereto are found at <http://www.xxx> ]

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| --- | --- |
| Annex A | Project documents (including Project Description/Scope of Work, Detailed Implementation Plan, Log Frames, Annual Activity Plans, GIK documentation including valuation etc.) |
| Annex B | Project Budget |
| Annex C | Reporting Format(s) |
| Annex D | Donor Conditions |
| Annex E | SCP Child Safeguarding Policy |
| Annex F | SCP Anti-Harassment Policy  |
|  |  |
| Annex G | SCP Fraud, Bribery and Corruption Policy  |
| Annex H | SPI Human Trafficking and Modern Slavery Policy  |
| Annex I | SCP Procurement Procedure |
| Annex J | Partner Finance Guidelines  |
| Annex K | Partnership Assessment Capacity Strengthening Plan  |
|  |  |

By their signature below, SCP and the Partner have agreed to the terms and conditions of this Agreement, including all of its annexes. Each party shall sign two original copies of this Agreement, and give one original to the other party for their records.

|  |  |  |
| --- | --- | --- |
| Signed on and behalf of: |  | Signed on and behalf of: |
| **SAVE THE CHILDREN PHILIPPINES (SCP), INC.**  |  | **[ ]** |
| Name:  | ALBERTO JESUS T. MUYOT |  | Name:  | [ ] |
| Title:   | Chief Executive Officer |  | Title:   | Executive Director |
| Date:  |  |  | Date:  |  |