**XXX Red Cross**

|  |
| --- |
| ***Address*** |
| ***Phone*** |
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|  |
|  |

**FRAMEWORK CONTRACT NO. …………..**

**FOR**

**………..**

Organisation

Contact Person

Mailing Address

Telephone No

Email

Website

*Hereafter referred to as the “Seller".*

and

Organisation

Contact Person

Mailing Address

Telephone No

Email

Website

Hereafter referred to as the “Buyer".

The Parties hereby agree as follows:

**Article 1. Commodity**

…………….. as per specifications detailed in ‘Appendix 1 -XXXXXX specifications’ in accordance with the Seller’s tender and price terms of XXXXX detailed in tender document …………..).

**Article 2. Price and delivery terms**

This contract is made to fix the prices and conditions for a period of …………... Prices are set based on the quantities to be ordered and the delivery incoterms as described in the below table:

By this contract the buyer is not committing any quantities to be purchased and the buyer reserves the right to source commodities that are subject of this agreement elsewhere throughout the duration of the contract.

**Pricing (example)**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **S. No** | **Item Description** | **Quantity** | **Packing Unit** | **Unit Price** | **Packing, Bales, Pallets Cost** | **Total Price per Blanket including All taxes, VAT, and all other costs** | **Currency** | **Delivery Incoterms** | **Lead time from Purchase Order (PO) being placed** | **Origin Of Goods and Place of dispatch** |
|  |  |  |  |  |  |  |  |  |  |  |
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**Article 3. Purchase order**

Purchase of the goods shall be made by issuing a purchase order. Such order shall identify the number of goods required, delivery terms, packaging and marking requirements (as defined below) and other applicable conditions.

**Article 4. Conditions of Purchase**

4.1 Markings: To be defined at each Purchase Order but usually:

|  |  |
| --- | --- |
| **1. All Shipping documents must clearly indicate:**  **2. All Shipping documents must clearly indicate**  **3. Marking of goods must clearly indicate:** | o **"HUMANITARIAN AID – Items NOT for Sale"**  o **"The products are free from infectious diseases"**  o **"No unauthorized preservatives or harmful colours added"**  o Consignee address  o **IFRC commodity tracking number (CTN)**  o Description of Goods:  o Logo  o **Consignee address**  o **IFRC commodity tracking number (CTN)or**  o Description of Goods: ‘  o IFRC Logo |

4.2 Delivery date: To be defined According to agreed readiness schedule counting from the date Purchase Order is placed.

4.3 Packing instructions: See specifications

4.4 Consignee: to be confirmed on each Purchase Order

4.5 Inspection: The Buyer or its representatives may inspect the purchased goods before loading at the Seller’s premises with 24 hours prior notice. Furthermore, the buyer will carry out

an internal quality inspection after each delivery where the parameters in appendix I will be

checked.

4.6 Warranty: The Seller will be responsible for the quantity and quality delivered according to the agreed specifications. In case of delivery of non-conforming merchandise (Different from the samples provided by the seller as part of tender:……………..), Article 3 of the buyer “Conditions of Purchase’ attached here to and forming an integral part of this Agreement shall apply. The guarantee period is 2 years from the date of shipping.

4.7 Penalty clause: 0.1% per day delayed (from agreed delivery date) of the value of the non-available quantity.

4.8 Payment terms: Within 30 days maximum from date of receipt of goods with all supporting documents in order by the buyer i.e. Commercial Invoice, signed Delivery Note, Goods Received Notes issued by consignee and the satisfactory inspection report from the inspection team. Payments will be made upon 30 days after receiving the Goods Receipt Notes and invoices for the total value of the Purchase Order.

4.9 Address for Invoice:

- Invoice in triplicate

- Signed delivery order

- Packing List in triplicate

- Certificate of Analysis (when requested)

- Copy of the Certificate of Quality and Quantity established

by the Survey company (if performed)

- Other documents according to each Purchase Order

4.10 Documents required for each Delivery:

|  |  |
| --- | --- |
| ***1 FULL set of original shipping documents must accompany consignment*** | |
| **Title of transport:** | - By SEA:SWB (Sea Way Bill)  - By Road: CMR  Bill of Lading **(Express Release B/L’s required)** |
| **Packing List** | - Specifying FULL DETAILS of goods with packing details(i.e.: bales, cartons, boxes, pallets….) weight, length & height |
| **Gift certificate** | - **Consignee must be named on the Gift Certificate**  - Stating **“Humanitarian Aid – Items NOT for Sale”** and specify the commodity, the value & term of delivery |
| **Certificate of origin** | - Specify the origin of the commodity |
| **Proforma invoice**: | - Stating clearly: **“VALUE FOR CUSTOMS PURPOSES ONLY - WITHOUT COMMERCIAL VALUE”** |

- Other documents according to each Purchase Order

4.12 Dispatch of documents:

Two weeks prior arrival of goods, Full set of original shipping documents to be sent via XXXX to XXXXXXx

- For other destinations according to each Purchase Order

**Article 5. Reserved Goods in Sellers Warehouse**

Within this agreement, the Seller is / is not requested to hold a reserved stock for the Buyer.

**Article 6. Purchase or Reserve of Goods by other than the Buyer**

6.1 The Seller agrees that the National Red Cross and Red Crescent Societies (“RC/RC”), as well as, the Federation of the Red Cross and Red Crescent, may benefit from the terms and conditions of this agreement as described herein.

6.2 The IFRC and RC/RC may conclude purchase orders with the Seller for any non-reserved goods, on the same terms and conditions as described in Article 4 above.

6.3 It is clearly understood by the Parties that any purchases by the IFRC or RC/RC, or any other party other than the Buyer are not in any way the responsibility of the Buyer. Such purchases will be made directly by such party and be invoiced directly to them.

**Article 7. Duration**

7.1 From : to :

**Article 8. Breach of Agreement**

If the Seller breaks any term or condition of this Agreement, or the conditions set out in any given purchase order, including but not limited to quality of the goods, price and delivery requirements, the Buyer shall not be responsible to pay any of the Goods or costs incurred by the seller besides delivered goods in good order.

**Article 9. General Terms and Conditions**

8.1 Acceptance of the present agreement entails the waiving by the vendor of its General Conditions of Sales.

8.2 All terms and conditions not mentioned herein shall be governed by the BRC “Conditions of Purchase” attached hereto and being considered an integral part of this Agreement.

**Article 10. Final Provisions**

This contract is produced in 3 original copies, whereby the Seller shall keep one and the Buyer to keep 2 original copies after signature.

This agreement comes into force with signature and stamps of both parties.

This agreement is entered into on the (date).

Buyer:

XXXXXXXXx

Seller:

XXXXXXXXX

**Appendix I**

**SPECIFICATIONS OF ITEMS REQUIRED**

Enter detailed specifications of goods or services as per the Request for Proposal document.

**Appendix II**

***Conditions of Purchase***

**1. Definitions**

In these Conditions the following definitions shall apply:-

“BRCS” means The British Red Cross Society registered charity number 220949 in England and Wales

and number SC037738 in Scotland, incorporated by Royal Charter under the laws of England

and Wales and having its registered office at 44 Moorfields London EC2Y 9AL.

“these Conditions” means the terms and conditions of purchase set out herein.

“this Contract” the Order, and the Supplier’s acceptance of the Order.

“Delivery” means delivery of the Goods to the Delivery Address and in the case of Services means the

supply of the Services at the Delivery Address.

“Delivery Address” means the place designated on the Order for Delivery or such other place as agreed in writing

between the parties prior to the despatch of the Goods and/or the supply of the Services.

“Delivery Date” means the date for Delivery specified in the Order or such other date as agreed in writing

between the parties.

“the Goods” means the Goods specified in the Order.

“Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trademarks,

service marks, trade, business and domain names, rights in trade dress or get-up, rights in

goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer

software, database rights, topography rights, moral rights, rights in confidential information

(including know-how and trade secrets) and any other intellectual property rights, in each case

whether registered or unregistered and including all applications for and renewals or extensions of

such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“the Order” means BRCS Purchase Order for the Goods and/or the supply of Services, incorporating these

Conditions.

“the Price” means the price for the Goods and/or Services specified in the Order.

“the Supplier” means the Supplier named in the Order

“the Services” means the Services specified in the Order

**2. Basis of Purchase**

2.1 Subject to any variation pursuant to clause 2.4 below, these Conditions shall govern the Contract, to the exclusion of all other

terms and conditions including any terms and conditions which the Supplier may purport to apply under any sales offer or similar

document.

2.2 The Supplier shall accept the Order by communicating its acceptance in writing to BRCS within [7] days of receipt of the Order.

2.3 Unless acceptance occurs at an earlier date in time in accordance with clause 2.2 above, Delivery shall be deemed conclusive

evidence of the Supplier’s acceptance of these Conditions.

2.4 Any variation of these Conditions (including any special terms agreed between the parties) shall be inapplicable unless agreed in

writing by BRCS.

2.5 The rights, remedies and obligations set out in these Conditions are in addition to and without prejudice to any rights, remedies

or obligations implied by law.

**3. Quality**

3.1 The Supplier warrants that the Goods shall be of the best available design, of the best quality, material and workmanship, shall

be fit and suitable for the purpose intended, shall meet or exceed any specification which has been supplied and be without fault

and conform in all material respects with the Order and specification and/or patterns supplied or advised by the Supplier.

3.2 The Supplier warrants that it will perform the Services with the best care and skill and in accordance with generally recognised

commercial practices and standards in the industry for similar services.

3.3 The Supplier acknowledges that BRCS has made the Supplier aware of the particular purpose for which the Goods and/or

Services are being supplied and the manner in which they are intended to be used and that BRCS is relying on the Supplier’s

skill and judgment.

3.4 The Supplier warrants that the Goods and/or Services shall comply with all statutory requirements and regulations relating to the

sale of goods and/or the supply of services including without limitation the Sale of Goods Act 1979 and the Supply of Goods and

Services Act 1982.

3.5 The Supplier shall not unreasonably refuse any request by BRCS to inspect and test the Goods during manufacture, processing or

storage at the premises of the Supplier or any third party at which the Goods are being manufactured, and the Supplier shall

provide BRCS with or shall ensure that BRCS is provided with all facilities reasonably required for inspection and testing.

3.6 If the results of such inspection or testing cause BRCS to be of the opinion that the Goods do not conform or are unlikely to

conform with the Order or to any specification and/or patters supplied or advised by the Supplier, BRCS shall inform the

Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity. In addition, BRCS shall, at no

cost, have the right to require and witness further testing and inspection.

3.7 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such

inspection or testing shall not diminish or otherwise affect the Supplier’s obligations under the Contract.

3.8 BRCS may reject any Goods and terminate the Contract without liability if any inspection reveals that the Goods do not comply

with any specification or the provisions of this Clause 3.

**4. Delivery**

4.1 Delivery shall be made on the Delivery Date. If there is no Delivery Date, Delivery shall be made within 28 days from the date

of the Order during BRCS's usual business hours. The Delivery Date is of the essence.

4.2 If the Supplier fails to deliver in accordance with the Contract, without prejudice to clause 7, BRCS may:

4.2.1 Reject any or all of the Goods and/or Services and terminate the Contract. In this event, the Supplier shall promptly collect

any or all of the Goods which have been delivered;

4.2.2 Where Delivery of a quantity of Goods which corresponds with the Contract is less than the agreed quantity has been

tendered and BRCS has not exercised its rights of termination under clause 4.2.1 above, BRCS may accept the Goods which do

correspond with the Contract and recover for the Supplier’s breach in respect of the failure to deliver the remainder of the Goods;

4.2.3 Where Delivery of a quantity of Goods which corresponds with the Contract in excess of the quantities ordered, BRCS shall

not be bound to pay for the excess and any excess shall be and shall remain at the Supplier’s risk and shall be returnable at the

Supplier’s expense.

4.2.4 Require the Supplier to repair or replace the non-conforming Goods and/or Services and deliver Goods and/or Services

which do correspond with the Contract; or

4.2.5 Refuse to accept any subsequent performance of the Services which the Supplier attempts to make.

For the avoidance of doubt, signature of a delivery note shall not constitute or imply acceptance by BRCS.

4.3 BRCS may exercise the rights set out in clause 4.2 by notice to the Supplier.

4.4 The Supplier upon receiving the notice referred to in clause 4.3 relating to clause 4.2.4 shall repair or replace the Goods and/or

replace the Services free of charge and due delivery of the Goods and/or Services shall not be deemed to have take place until the

repaired or replaced Goods and/or the replaced Services have been delivered by the Supplier to BRCS. BRCS reserves the right

to hold any damaged Goods at the Supplier’s risk or return them at the risk and expense of the Supplier.

4.5 Where BRCS agrees in writing to accept Delivery by instalments, the Contract shall be construed as a single contract in respect

of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle BRCS at its option to treat the

whole Contract as repudiated.

4.6 If the Goods and/or Services are not delivered on the Delivery Date, without prejudice to any other remedy to which BRCS may

be entitled, BRCS may:-

4.6.1 Deduct from the Price or if BRCS has paid the Price, to claim from the Supplier by way of liquidated damages for delay

0.1% of the Price per day or part day.

4.6.2 Determine the Contract in respect of the undelivered Goods and/or Services and of any Goods and/or Services already

delivered and return to the Supplier at the Supplier's risk and expense all or any of the Goods already delivered and recover from

the Supplier any monies paid by BRCS in respect of such Goods and/or Services. BRCS may recover from the Supplier any

additional expenditure incurred by BRCS as a result of the failure of the Supplier to deliver on the Delivery Date;

4.6.3 If the Goods or Services are incorrectly delivered the Supplier will pay any additional expense incurred in re-delivering

them to the Delivery Address.

4.7 BRCS shall not be deemed to have accepted any part of the Goods and/or Services until after BRCS has actually inspected the

Goods and/or Services and ascertained that they are in accordance with the Contract.

4.8 BRCS may at its sole option, and whether or not BRCS has previously required the Supplier to repair and/or replace the Goods

or replace the Services, reject any Goods and/or Services which are not in accordance with the Contract until a reasonable time

after such inspection. BRCS may set off the Price against any payment due to the Supplier (whether under the Contract or

otherwise). Unless within a reasonable time of receipt of notice of rejection the Supplier collects the Goods, BRCS may dispose

of them as BRCS thinks fit (provided that if BRCS sells any Goods, BRCS shall account to the Supplier for the net proceeds of

such sale).

4.9 BRCS shall also have the right to reject the Goods and/or Services as though they had not been accepted for 30 days after any

latent defect in the Goods and/or Services has become apparent.

**5. Price**

5.1 The Price shall be as stated in the Order and, unless otherwise agreed shall be:

5.1.1 Exclusive of any applicable VAT (which shall be payable by BRCS upon receipt of a VAT invoice); and

5.1.2 Inclusive of all charges for packaging, packing, freight, insurance and Delivery and any duties, imposts or levies other than

VAT.

5.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of

exchange or otherwise) without the prior written consent of BRCS.

**6. Terms of Payment**

6.1 The Supplier shall be entitled to invoice BRCS on or at any time after Delivery.

6.2 Unless otherwise stated in the Order, BRCS shall pay the Price within 30 days after the end of the month of:

6.2.1 Acceptance of the Goods and/or Services by BRCS, or

6.2.2 Receipt by BRCS of an invoice,

Whichever is the later. Time for payment shall not be of the essence of the Contract.

6.3 BRCS shall be entitled to set off against the Price any sums owed to BRCS by the Supplier under the Contract or otherwise.

6.4 If BRCS pays in advance for any Goods and/or Services the Supplier shall pay all such monies into a separate bank account

named “The British Red Cross Society: Trust Account” and shall only be entitled to draw down monies from such bank account

in respect of Goods and/or Services which have been delivered to, and accepted by, BRCS in accordance with the Contract. All

interest that accrues to such bank account shall belong to BRCS and shall be payable to BRCS within 10 days of the end of each

calendar month in cleared funds to *[insert BRCS bank details]*. If any payment falls due on a day which is Saturday, Sunday or

other day on which banks are not open for ordinary banking business, such payment shall be made the following day. The

Supplier shall provide BRCS with evidence that the bank account referred to in this clause 6.4 has been established.

**7. BRCS’s Remedies after Delivery**

7.1 If BRCS terminates the Contract after Delivery pursuant to clause 4.2, the Supplier shall return to BRCS all payments already

made for the rejected Goods and/or Services. Where upon termination BRCS has elected to keep or take some of the Goods

and/or Services, BRCS shall account to the Supplier for them at the proportion of the Price or at their value to BRCS, whichever

is the lower, but otherwise no compensation shall be payable to the Supplier on termination or rejection.

7.2 Without prejudice to the other rights of BRCS for breach of these Conditions by the Supplier, where any of the Goods supplied

to BRCS are not in accordance with the Contract, the Supplier shall at the option of BRCS forthwith upon notice being given

either repair or replace such Goods. If it is necessary to open up or dismantle any other works or assemblies to permit such repair

or replacement then the Supplier shall bear all such costs of opening up, dismantling and of re-assembly and making good after

repairs replacements and testing of such Goods have been completed to BRCS’s satisfaction.

**8. Assignment**

The Supplier shall not assign or sub-contract the Contract or any part of it without the prior written approval of BRCS. The

Supplier shall be liable and remain liable for all of its obligations pursuant to the Contract, irrespective of whether BRCS has

consented to the Supplier sub-contracting such obligations to a third party.

**9. Confidentiality and Advertising**

9.1 The Order and all documents and information issued by BRCS to the Supplier are confidential and their use and disclosure must

be strictly confined to the Supplier and its employees and agents as they need to know the same for the purpose of discharging

the Supplier’s obligations to BRCS and BRCS shall ensure that such employees and agents are subject to like obligations of

confidentiality as bind the Supplier under these Conditions.

9.2 The Supplier, its employees and agents shall not reveal to any third party or publish any photograph, article, advertisement, press

release, catalogue or any other form of communication announcing or indicating that Goods and/or Services are supplied to

BRCS without the prior written authorisation of BRCS.

9.3 The Supplier will not advertise, display or sell to any third party, Goods and/or Services which have been supplied to BRCS

pursuant to an exclusive supply arrangement in accordance with clause 16.

**10. Applicable legislation**

10.1 The Supplier warrants that the Goods and/or the provision of the Services shall comply with all applicable laws and regulations

in England and all applicable laws and regulations in the country of Delivery or the country of use (if different) and as advised

by BRCS and in particular those concerning:-

10.1.1 The manufacture, packaging, packing and delivery of the Goods;

10.1.2 The quality, marking, labelling, safety and use of the Goods;

10.1.3 Health and safety at work; and

10.1.4 Intellectual Property Rights whether in connection with the sale or resale of the Goods, the importation or exportation of

the Goods or the provision of the Services.

10.2 The Supplier shall notify BRCS as soon as it becomes aware of any health and safety hazard issues which arise in relation to the

Services.

10.3 The Supplier shall, before the date on which the Services are to start obtain and maintain all necessary licences and consents.

**11. Risk and Property**

11.1 Unless the Order otherwise specifies the Goods shall remain at the Supplier's risk until they have been accepted by BRCS in

accordance with the Contract.

11.2 Unless the Order otherwise specifies the property in the Goods shall pass to BRCS upon Delivery, unless payment for the Goods

is made prior to Delivery when it shall pass to BRCS once payment has been made.

**12. Injury and Damage**

12.1 Where the Order involves work to be performed by the Supplier's employees on the premises of BRCS, the Supplier shall fully

indemnify and keep indemnified BRCS, BRCS servants and BRCS agents against all claims arising out of the operations

undertaken by the Supplier in pursuance of the Order or incidental thereto in respect of:

12.1.1 Personal injury, including death and industrial disease, sustained by any employee of the Supplier or BRCS or any third

party, and

12.1.2 Loss or damage to the property, equipment or tools of the Supplier, the Supplier's employees, BRCS or any third party.

**13. Intellectual Property**

13.1 Any drawings, specifications and data supplied by BRCS to the Supplier, or specifically produced by the Supplier for BRCS

shall at all times be and remain the exclusive property of BRCS together with the materials, equipment, tools, dies, moulds,

copyright, design rights or any other form of Intellectual Property Right.

13.2 The Supplier shall procure that any artwork, film, mould, die, pattern, tool or other original material used in the production of

Goods or the performance of the Services and paid for by BRCS shall:

13.2.1 be the property of BRCS;

13.2.2 not be sold, destroyed, or otherwise disposed of, other than in accordance with the prior written instruction of BRCS or

used for any purpose other than orders placed by BRCS or otherwise agreed by BRCS in writing;

13.2.3 be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until

returned to BRCS.

13.3 Unless agreed to the contrary in writing, the parties agree that all artwork, film, dies, patterns, tools and original material have

been paid for by BRCS and are included in the Price.

13.4 BRCS shall be sole owner of any original material used in the production of Goods or the performance of the Services.

13.5 BRCS requires that, unless otherwise agreed in writing, the original material shall be returned by the Supplier to BRCS upon

request.

13.6 The Supplier assigns to BRCS, with full title guarantee and free from all third party rights, the Intellectual Property Rights and

all other rights in the products of the Services.

13.7 The Supplier shall, promptly at the request of BRCS, do or procure all such further acts and things and the execution of all such

other documents as BRCS may from time to time require for the purpose of securing for BRCS the full benefit of the Contract,

including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to BRCS in accordance

with this clause 13.

**14. Packaging**

Unless otherwise provided in the Order, all containers (including packing cases, boxes and wrappings) supplied by the Supplier

shall be non-returnable and their cost shall be included in the Price.

**15. Variation**

No variation shall be made to the specification or description of the Goods and/or Services set out in the Order without prior

notification to and prior written approval from BRCS.

**16. Exclusivity of Supply**

16.1 All Goods supplied to BRCS are subject to an exclusive or non-exclusive condition of purchase.

(a) Where the Order indicates “Exclusive Supply” the Goods are designed solely by or for BRCS. This includes all Goods

displaying the Red Cross/Red Crescent emblem(s) and/or the words "British Red Cross" or "Red Cross/Crescent". The

items referred to in any such Order may only be supplied to BRCS and must not be supplied to any other person, firm or

company in this form without prior written consent from BRCS.

(b) Where the Order does not indicate the type of supply then Goods are supplied on the basis of “Non-Exclusive Supply”. The

Goods referred to in the Order are of a type which can be considered to be freely available commercially and BRCS does

not claim exclusivity in the purchase of the Goods. The Supplier agrees that it shall not supply these Goods to other

purchasers at a lesser Price.

16.2 The Supplier shall not sell or in any way use any Goods which bear the BRCS name, BRCS emblem, BRCS label, BRCS

trademarks, BRCS initials or similar indications which have been rejected by BRCS, without the prior written consent of BRCS.

**17. Identification of Supplier and Origin**

Unless required by law, the Goods shall not be marked in any way with the name, trade mark or other identifying symbol of the

Supplier unless agreed in writing by BRCS. The country of origin shall only be stated on the Goods if required by law.

**18. Force majeure**

18.1 Neither party shall be liable for any default under the Contract due to circumstances beyond its reasonable control including,

without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil

commotion, acts of sabotage or subversive activity, fire, flooding, explosion or other catastrophes and lock-outs, strikes or other

labour disputes (whether or not relating to either party’s workforce).

18.2 If the Supplier's failure to perform the Contract is due to any of the foregoing reasons BRCS may obtain the Goods and/or

Services elsewhere and the amount of the Goods and/or Services comprised in the Order shall be reduced accordingly by the

amount of the Goods and/or Services purchased by BRCS elsewhere during the period of such failure of supply by the Supplier.

**19. The Emblem of the Red Cross.**

The emblem of the BRCS, when required to be incorporated in the Goods must always be shown in red with a white outline in

close association with the words “British Red Cross” or similar in a standard format (unless agreed in writing to the contrary).

The emblem must always be shown correctly with the vertical and horizontal arms of the same length on, and completely

surrounded by, a white ground. The Supplier will have responsibility for producing the emblem correctly and BRCS will have

the right to reject any and all Goods and Services which do not show the emblem correctly. For the avoidance of doubt, the

Supplier shall not use the emblem of the BRCS without prior written consent.

**20. Termination**

20.1 BRCS shall be entitled to cancel the Contract in respect of all or part only of the Goods and/or Services by giving notice to the

Supplier at any time prior to Delivery. Upon such notice:

20.1.1 The Supplier shall cease to be bound to deliver and BRCS shall cease to be bound to receive Delivery, and

20.1.2 BRCS’s sole liability shall be to pay to the Supplier the Price less the Supplier’s net saving of cost arising from

cancellation.

20.2 Without prejudice to the rights to terminate the Contract set out in these Conditions, BRCS shall be entitled to terminate the

Contract without liability to the Supplier by giving notice to the Supplier at any time if:

20.2.1 The Supplier commits a material breach of any of the terms and conditions of the Contract;

20.2.2 The Supplier has a winding up petition presented against it or enters into liquidation whether compulsory or voluntary

(except for the purposes of bona fide reconstruction or amalgamation) or compounds with or makes any arrangement with its

creditors or makes a general assignment for the benefit of its creditors, or if it has a receiver, manager, administrative receiver or

administrator appointed over the whole or substantially the whole of its undertaking or assets, or if it has an administration

petition presented or administration application made against it or a notice of intention to appoint an administrator has been

given to any person or if it ceases or threatens to cease to carry on its business, or make any material change in its business.

20.2.3 BRCS reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and

notifies the Supplier accordingly.

21. **Indemnity**

The Supplier shall indemnify and keep BRCS indemnified in full against all liabilities, losses, damages, costs, claims and

expenses (including all legal fees on a full indemnity basis) awarded against or paid by BRCS including, for the avoidance of

doubt, all consequential loss, incurred by BRCS as a result of a breach of any of the terms of this Contract by the Supplier.

22 **Notices**

22.1 Any notice to be served by either of the parties shall be sent by pre-paid recorded delivery or registered post or by facsimile

transmission to that other party at its registered office or principal place of business or such other address that may at the relevant

time have been notified to the party giving notice.

22.2 Notice served pursuant to clause 22.1 shall be deemed to have been received within 72 hours of posting or 24 hours if sent by

facsimile transmission to the correct number of the addressee.

23. **Waiver**

No waiver by BRCS of any breach of this Contract by the Supplier shall be considered as a waiver of any subsequent breach or

default of the same or any other provision and shall in no way affect the other terms of the Contract.

24. **Severance**

If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity

of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby.

25. **Dispute Resolution**

25.1 In the event of any dispute arising under the Contract, the parties agree to seek first to resolve it by mutual negotiations or failing

that through a settlement in accordance with the Centre for Dispute Resolution (“CEDR”) Model Mediation Procedure.

25.2 The place of the mediation shall be in London, England. Any such mediation shall be conducted in English and any settlement

agreement entered into by the parties pursuant to the mediation shall be written in the English language.

25.3 To initiate mediation, a party must give notice in writing (“ADR Notice”) to the other party to the dispute requesting mediation.

A copy of the request should also be sent to CEDR.

25.4 If the dispute is not resolved within [60] days (or such other period as the parties may agree in writing) of the giving of the ADR

Notice, or if one of the parties refuses to participate in mediation, either party may require that the Dispute be referred to and

finally resolved in accordance with clause 26.

26. Governing Law and Jurisdiction

The Contract shall be governed by the laws of England and the parties shall, subject to any mediation procedure entered into

pursuant to clause 25 above, submit to the exclusive jurisdiction of the English courts.

# APPENDIX III CORPORATE SOCIAL RESPONSIBILITY AND OTHER REQUIREMENTS:

1. Social standards

Suppliers working with the British Red Cross must commit to respect internationally recognized human rights principles and labour standards, Suppliers or service providers must:

(a) Conduct their business in respect of fundamental human rights and be in no way complicit in human rights abuses

(b) Uphold the abolition of all forms of forced labour

(c) Uphold the effective elimination of child labour

(d) Uphold the elimination of discrimination in respect of employment and occupation

(e) Guarantee a safe working environment for employees

1. Environmental considerations

Whenever possible and economically viable, the British Red Cross shall seek to procure goods and services that lessen the burden on the environment. The supplier’s environmental performance shall be based on the following criteria:

(a) Environmental policy, committing the supplier to reduce environmental impacts

(b) Resources dedicated to environmental management (dedicated function or team)

(c) Implementation of an environmental management system

1. **Business ethics:** Suppliers are expected to maintain the highest degree of business ethics when working or seeking to work with the BRC.
2. **Transparency of information provision**: Suppliers shall not be involved in any fraudulent activities, misrepresent information or facts for the purpose of influencing the selection and contract-awarding process in their favour.
3. **Fair competition**: Suppliers shall not be involved in any corrupt, collusive or coercive practices.

The supplier shall represent and warrants that no official of the BRC has been, or shall be, admitted by the supplier to any direct or indirect benefit arising from the award of the contract.

When performing on behalf of or at any time representing the BRC, the supplier and all individuals assigned by it to perform works or services, shall act in a manner consistent with the fundamental principles of the International Red Cross and Red Crescent Movement.

By participating in the tender, submitting the bid and having being selected as a Supplier, the supplier acknowledges their acceptance of the above stated requirements and shall be held responsible and liable for the consequences of any false or misrepresented information provided.

# Appendix IV - ENVIRONMENTAL AND CARBON REDUCTION POLICY

### Background

The environment in which we work and live has never been subjected to as much change as it is now experiencing. Population growth, use of finite resources and greenhouse gas emissions from human activities are taking their toll in many ways not least of all through climate change and pollution. Unfortunately, as we see in our international work, it is often the poorest and most vulnerable communities who are hardest hit by climate change, although in recent times we’ve seen some extreme conditions here at home too. World temperatures continue to rise\* as greenhouse gas concentrations in the atmosphere increase and pollution through waste generation continues.

The British Red Cross, as part of the International Red Cross and Red Crescent Movement, is committed to reducing the environmental impact of operations and will ensure that all is done to mitigate climate change and the adverse impact this has on the world. We are committed to complying with applicable legislation in all the jurisdictions where it operates and will share achievements with all stakeholders in and outside the organisation.

This policy has been produced in line with, and should be interpreted in the light of, our organisational values: compassionate, courageous, inclusive and dynamic.

The British Red Cross policy statement on carbon emissions is:

There is strong consensus within the scientific community that climate change is occurring and is caused by human activity. The British Red Cross is therefore taking steps to reduce its own carbon emissions. This makes good sense environmentally and economically.

### Our aim

The British Red Cross needs to balance environmental commitments with other considerations such as UK and international emergency response operations, financial constraints and response to the humanitarian imperative. It is nonetheless our aim to ensure that our environmental commitments become an integral part of our day to day activities and that we operate in an environmentally responsible manner including reducing waste and making further reductions in our carbon emissions from heat, power and travel.

* 1. \* Source NASA

### Objectives

The aim of this policy is for the British Red Cross to control its impact on the environment through the following objectives:

1. Minimise our contribution to pollution by reducing our carbon emissions and waste together with reusing and recycling wherever possible
2. Assess the adverse effects our operations/partnerships may have on the environment and seek ways to minimise them
3. Introduce into our procurement practice supplier selection criteria based on a minimum environmental standard
4. Promote environmental awareness to all stakeholders including the induction of new staff and volunteers
5. Monitor, report and reduce carbon emissions specifically from heat, power and travel

Management and all those in a supervisory role have the responsibility for implementing the policy and should ensure that environmental issues are given adequate consideration in the planning and execution of operations.

We will achieve the objectives through the following activities:

1. Selecting the most appropriate form of travel taking in to account carbon emissions as well as other business factors and only travel when necessary *(objective 3.1, 3.2, 3.5)*
2. Ensuring that our buildings are operated in such a manner so to optimise use and reduce emissions through control of heat and power *(objective 3.1, 3.2, 3.3, 3.5)*
3. Reducing waste through control of packaging for bought in goods *(objective 3.1, 3.2)*
4. Recycling all appropriate waste such as paper, card, metals and plastics *(objective 3.1, 3.2)*
5. Ensuring that the induction process for new starters contains information about this policy and obligations to adhere to it *(objective 3.4)*
6. Challenging behaviour of others who act in a manner contrary to the spirit of this policy *(objective 3.1, 3.4)*
7. Implementing a central reporting mechanism to allow senior management to be informed about environmental issues within the organisation and achievements made in mitigating the overall environmental impact *(objective 3.2, 3.5)*
8. Expanding the availability and use of new technologies to allow for changes in behaviour particularly around travel, e.g. greater use of video conferencing and expand the ‘virtualisation’ of IT systems *(objective 3.1, 3.2)*
9. Including in supplier selection and review criteria minimum environmental standards expected of current and future suppliers for bought in goods and services *(objective 3.1, 3.3, 3.4, 3.5)*
10. Providing quarterly reports for each business unit showing carbon emissions generated from electricity, gas and travel *(objective 3.2, 3.5)*
11. Introducing environmental impact assessments (EIA) for mainly international operations/projects where a potential increase risk of detriment to the environment has been identified and report on such assessments in our Annual Report and other such media outlets *(objective 3.1, 3.2, 3.4, 3.5)*

### Contracted services

This policy can be shared with external stakeholders including members of the public and commissioners. Where applicable, the British Red Cross will comply with commissioners’ environmental/carbon reduction polices and infinitives.

# Appendix V - ETHICAL PURCHASING POLICY

Introduction/background

* 1. The British Red Cross and Red Crescent Movement seek to mobilise the power of humanity so that individuals and communities have the capacity to prepare for, deal with and recover from crisis.
  2. British Red Cross purchases a large range of goods and services for its work in the UK and Overseas. As the global market expands our purchasing decisions have to include consideration of the wider social and environmental impact. It is important to demonstrate responsible sourcing in supply chains and subcontracting relationships.
  3. The purchasing policy with its emphasis on the use of national contracts promotes a co-ordinated approach to purchasing that assists with the move towards ethical procurement

## Policy for ethical purchasing

* 1. This policy has been produced in line with, and should be interpreted in the light of our organisational values: compassionate, courageous, inclusive and dynamic.

It is British Red Cross policy to test proactively all procurement contracts or suppliers of £25K or more over a one year period against the following ethical standards and to apply ethically sound judgments to procurement and contracts of less than £25K.

## Ethical standards

* We aim to purchase goods and services that are produced in acceptable working conditions without abuse or exploitation of individuals or the environment.
* British Red Cross will commit to pay our suppliers within agreed terms
* British Red Cross will not source the cheapest labour and goods at the expense of social and environmental responsibility. The criteria outlined below will form part of the evaluation for a new supplier.
* We would expect that none of our relationships for goods and services, whether the relationship represents a one-off transaction or is long-term in nature, would:

1. Be seen to run counter to British Red Cross’ charitable objects and fundamental principles

Damage the reputation of the Charity

* a supplier organisation’s core business (over 20% turnover) should not:

1. Manufacture or sell arms.
2. Manufacture or sell tobacco
3. Damage the reputation of the Red Cross name and/or emblem

## Labour standards

British Red Cross expects its suppliers to be committed to continuous improvement in labour standards based on the conventions of the International Labour Organisation (ILO). The British Red Cross aims to procure goods and services that are produced and developed in circumstances where:

* + 1. Employment is freely chosen
    2. Freedom of association and the right to collective bargaining are respected
    3. Working conditions are safe and hygienic
    4. Child labour shall not be used
    5. Living wages are paid
    6. Working hours are not excessive
    7. No discrimination is practised
    8. Regular employment is provided
    9. No harsh or inhumane treatment is allowed

## Environment

British Red Cross expects its suppliers to comply with all statutory and legal requirements relating to the environmental impact of their business. British Red Cross will work in partnership with its suppliers to provide goods and services with the minimum adverse environmental impact.

## Carbon Management

The British Red Cross recognises that climate change is occurring as a result of human activity and is involved in humanitarian relief as a direct result of such activities. It is therefore incumbent on the British Red Cross to monitor and reduce its own carbon emissions and encourage its suppliers to do likewise. In keeping with this suppliers are expected to produce evidence of their own emissions and provide details of how they manage and actively reduce them. The British Red Cross can assist suppliers in developing policies that facilitate the monitoring, control and reduction of emissions.

## Legal requirements

Suppliers should always work within the laws of their country.

## Systems

In addition to the currently approved screening processes British Red Cross has joined a non profit making organisation called Sedex, who enable business to collect, manage and analyse data from their suppliers. Sedex stores information on ethical and responsible practices covered by ILO Conventions, ETI Base Code, SA8000, ISO14001 and industry specific codes of conduct. The analysis tool provided by Sedex assesses risk.

## Responsibilities

* 1. It is the responsibility of any person who enters into a purchasing relationship with a supplier or signs a contract for the supply of goods and /or services to ensure that due diligence is undertaken in respect of the supply chain and activities of the supplier.
  2. British Red Cross will monitor the outcome of risk assessment from the screening process and recommend an audit where appropriate. Reports on progress will be made to the Ethical Review Panel
  3. The British Red Cross helps people in crisis whoever and wherever they are. British Red Cross acknowledges that where the aims of this policy are incompatible with humanitarian work of responding to emergencies and saving lives then British Red Cross will purchase its requirements from the most appropriate available source.
  4. If there are concerns identified from the assessment these will be referred to the Ethical Review Panel for decision.

## Maintenance of the policy

* 1. The Ethical Purchasing Policy will be owned by the Director responsible for Procurement. This policy will be reviewed every two years with the Ethical Review Panel.

## Risk management

* 1. The purpose of the ethical purchasing policy is to protect the reputation of the British Red Cross in accordance with Section 5 of the 2009 Risk Register (REDX034305).

## Related policies

* 1. Ethical funding and partnerships policy
  2. Ethical funding practice and guidance
  3. Carbon reduction policy
  4. Purchasing policy

## Procedures

* 1. Practice and guidance on implementation of the policy will be available on RedRoom including a check list for supplier evaluation, contact details for Sedex and further definition of labour standards when the policy is approved by the Board of Trustees.

## Recommendation

9.1 The Ethical Review Panel and the Purchasing team recommend that we implement this Ethical Purchasing Policy to enhance the organisations corporate and ethical responsibility agenda.



# Appendix VI - PART 6: CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS

Suppliers and manufacturers to Non Governmental Organisations (NGO’s) should be aware of the Code of Conduct initiatives that the Inter-Agency Procurement Group (IAPG) support. This information is to advise you, our suppliers, of the Corporate Social Responsibility (CSR) element in our supplier relationships.

* Goods and services purchased are produced and developed under conditions that do not involve the abuse or exploitation of any persons.
* Goods produced and delivered by organisations subscribe to no exploitation of children
* Goods produced and manufactured have the least impact on the environment

Code of Conduct for Suppliers:

Goods and services are produced and delivered under conditions where:

* Employment is freely chosen
* The rights of staff to freedom of association and collective bargaining are respected.
* Living wages are paid
* There is no exploitation of children
* Working conditions are safe and hygienic
* Working hours are not excessive
* No discrimination is practised
* Regular employment is provided
* No harsh or inhumane treatment of staff is allowed.

Environmental Standards:

Suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas to be considered are:

* Waste Management
* Packaging and Paper
* Conservation
* Energy Use
* Sustainability

Business Behaviour:

IAPG members will seek alternative sources where the conduct of suppliers demonstrably violates anyone’s basic human rights, and there is no willingness to address the situation within a reasonable timeframe.

IAPG members will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments which systematically violate the human rights of their citizens.

Qualifications to the statement ,Where speed of deployment is essential in saving lives, IAPG members will purchase necessary goods and services from the most appropriate available source.

Disclaimer

This Code of Conduct does not supersede IAPG Members’ individual Codes of Conduct. Suppliers are recommended to check the Agencies’ own websites.