**PLAN INTERNATIONAL’S GENERAL TERMS OF BUSINESS**

The following is a statement of the terms of business under which the Services referred to in the accompanying letter and/or proposal will be conducted.

The company with which you are contracting is **Plan International, Inc.**, acting through its branch office Plan International Country/Regional Office. Plan International, Inc. is a not-for-profit organisation incorporated in the state of New York, USA and whose principal office is located in New York, USA.

For ease of expression, Plan International, Inc. is referred to in these General Terms of Business as “**Plan International**”, the letter and/or proposal (including any attachments) is referred to as the “**Proposal**”, the provider of the Services is referred to as the “**Contractor**”, and the services and deliverables detailed in the Proposal are referred to as the “**Services**”. Together these General Terms of Business, the Proposal and any attachments are referred to as the “**Agreement**”. Throughout this Agreement the term “Contractor” includes any of the Contractor’s Affiliates and each of the Contractor’s and their respective directors, officers, employees, agents, sub-contractors and other representatives. The term **“Affiliate”** means, with respect to any person or entity, any other person or entity controlling, controlled by or under common control with such person or entity. For purposes of this definition and this Agreement, the term **“control”** (and correlative terms) means the power, whether by contract, equity ownership or otherwise, to direct the policies or management of a person or entity.

**1. Basis of Agreement**

(i) These General Terms of Business apply to this Agreement to the exclusion of any other terms that the Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of business.

(ii) These General Terms of Business shall extend to any substituted or remedial services provided by the Contractor.

**2. Services**

1. The Contractor shall provide the Services to Plan International as described in and in accordance with the Proposal signed by both parties, which will incorporate the terms and conditions set forth in these General Terms of Business.
2. Changes to the scope of the Services shall only be made in writing, executed by authorized representatives of both parties.
3. The Contractor shall provide the Services from the date specified in the Proposal or, if no such date is specified, the date of the Proposal. The Services shall continue to be supplied until they are completed in accordance with the Proposal, subject to earlier termination in accordance with these General Terms and Conditions.
4. Where the Contractor will have access to Plan’s premises and/or IT systems in providing the Services, the Contractor agrees to comply with Plan’s Mobile Device Policy, IT Systems Acceptable Usage and Access Policy, Information Security Policy, Access Control Policy and Information Classification, Handling and Sharing Policy (the “**IT Policies**”) as amended from time to time in force.
5. In providing the Services, the Contractor shall:
   1. reasonably co-operate with Plan International in all matters relating to the Services, and comply with all reasonable instructions of Plan International;
   2. perform the Services with reasonable care, skill and diligence and in accordance with best practice in the Contractor's industry, profession or trade;
   3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with this Agreement;
   4. ensure that the Services will conform with all descriptions and specifications set out in the Proposal, and that all documents, products and materials associated with performance of the Services developed shall be fit for any purpose expressly or impliedly made known to the Contractor by Plan International;
   5. provide a place of work and all equipment, software, tools and vehicles and such other items as are required to provide the Services;
   6. use the best quality goods, materials, standards and techniques, and ensure that all documents, goods and materials supplied and used in the Services or transferred to Plan International will be free from defects in workmanship, installation and design;
   7. obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
   8. hold all materials, equipment and tools, drawings, software, specifications and data supplied by Plan International to the Contractor (the “**Customer Materials**”) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to Plan International, and not dispose or use the Customer Materials other than in accordance with Plan International's written instructions or authorisation; and
   9. not do or omit to do anything which may cause Plan International: (i) to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; or (ii) be subject to any negative publicity.
   10. To the extent necessary to facilitate performance of the Services and for no other purpose, Plan International may, in its discretion, make its facilities or Customer Materials available to the Contractor. If Contractor uses any of Plan International’s facilities or Customer Materials, regardless of whether Plan International grants permission to Contractor to do so, Contractor will be solely responsible for any injury or death suffered by any person (including Contractor’s Affiliates and their respective employees and agents) and any damage to any property (including Plan International’s property) arising from such use, regardless of whether such injury, death, or damage is claimed to be based upon the condition of such facilities or Customer Materials, or upon Plan International’s negligence in maintaining the facilities or Customer Materials or in permitting such use.
   11. While on Plan International’s premises or accessing any of Plan International’s networks, Contractor agrees to comply with Plan International’s then-current access rules and procedures, including those procedures pertaining to safety, security, and confidentiality.

**3. Payment**

(i) In consideration of the satisfactory performance of the Services as specified in the Proposal, Plan International will pay to the Contractor:

1. the fee(s) specified in the Proposal in accordance with the payment schedule detailed in the Proposal, all such sums to be paid by Plan International within 30 days of receipt by Plan International of a correctly rendered invoice; and
2. to the extent expressly agreed in the Proposal and upon presentation of satisfactory receipts, the Contractor’s reasonable expenses for travel, accommodation, printing and phone costs to the extent necessarily incurred in the provision of the Services in accordance with this Agreement provided that, prior to being incurred, any individual expense in excess of £200 was first approved in writing by Plan International, all such sums to be paid by Plan International within 30 days of receipt by Plan International of satisfactory receipts.

(ii) Plan International will make no withholdings from any compensation paid under this Agreement to the Contractor, such as for federal or state income taxes, Social Security, unemployment insurance, disability insurance, or Medicare, and Plan International will not obtain workers’ compensation insurance on behalf of Contractor. Contractor is solely responsible for filing all tax returns and submitting all payments as required by law and applicable governmental authorities. As may be required by law, Plan International shall report the compensation paid to the Contractor under this Agreement by filing a Form 1099 with the Internal Revenue Service. The Contractor agrees that where it is in possession of a U.S. tax identification code it will provide such code to Plan International to assist Plan International in the fulfillment of its tax obligations. The Contractor agrees that Plan International shall not be liable for any tax obligations the Contractor may incur with respect to any payment under this Agreement, and specifically agrees to indemnify Plan International against any such obligation. The Contractor further agrees to defend and indemnify Plan International, consistent with the terms of this Agreement, from any efforts by any governmental unit or authority that may seek to collect from Plan International any taxes related to any payment to the Contractor made pursuant to this Agreement.

(iii) Where the fees specified in the Proposal are determined by reference to time spent and/or materials used in providing the Services, the Contractor shall maintain complete and accurate records of the time spent and/or materials used by the Contractor in providing the Services, and shall allow Plan International to inspect such records at all reasonable times on request. Further, such records shall be attached to any invoice issued to Plan International by the Contractor in respect of the Services.

(iv) Plan International may, without limiting its other rights or remedies and notwithstanding any other agreement, arrangement or understanding between the Contractor and Plan International: (a) withhold payment of any invoiced amount that Plan International disputes in good faith; and (b) set off any amount owed to it by the Contractor against any amount payable by Plan International to the Contractor under this Agreement.

(v) If, notwithstanding the foregoing, Contractor is reclassified as an employee of Plan International, or any Affiliate of Plan International, by the U.S. Internal Revenue Service, the U.S. Department of Labor, or any other federal or state or foreign agency as the result of any administrative or judicial proceeding, Contractor agrees that Contractor will not, as the result of such reclassification, be entitled to or eligible for, on either a prospective or a retrospective basis, a salary or any other employee benefits under any plans or programs established or maintained by Plan International or its Affiliates.

**4. Non-disclosure of Confidential Information**

(i) The Contractor acknowledges that, in the course of its operations, Plan International and its Affiliates have developed, gathered and generated extensive data, information, procedures, processes, methods and systems including, without limitation, child data (which for the purposes of this Agreement means any data or information identifying or otherwise relating to a child currently sponsored, previously sponsored, awaiting sponsorship or assisted by Plan International or any of its associated companies including without limitation any personal data, photographs, reports or sponsorship information or data), information or evaluations regarding grant applications and distributions, contact persons and customers, development programs, research data, planning data, development data, experience data, business processes, methods, know-how and other confidential information, knowledge and data used or useful in conducting the operations of Plan International and its associated companies (together the "**Confidential Information**"). “Confidential Information” also includes the existence and terms of this Agreement and of any other dealings between Plan International and the Contractor (or their associated companies) as well as any Customer Materials.

(ii) The Contractor acknowledges that the disclosure of Confidential Information is being made by Plan International (or by one of its Affiliates or Plan International’s or their respective directors, officers employees, agents, sub-contractors or other representative) to the Contractor only because of the position of trust and confidence which the Contractor will occupy and because of the agreement of the Contractor to the restrictions contained in this Agreement.

(iii) The Contractor acknowledges that all Confidential Information is the sole property of Plan International (or one of its Affiliates), that strict protection of the Confidential Information is necessary for the successful continuation of the operations of Plan International and its group undertakings and that unauthorised use or disclosure of the Confidential Information would irreparably harm Plan International and its group undertakings.

(iv) The Contractor agrees to use reasonable efforts, and in any event not less than the same efforts it uses for its own confidential information of a similar nature, to prevent the unauthorized use and disclosure of Confidential Information. The Contractor agrees not to use Confidential Information for any purpose other than performing Services under this Agreement. The Contractor agrees not to divulge or disclose (either directly or indirectly) at any time, either during the term of this Agreement or at any time thereafter, any Confidential Information unless:

a. the Contractor obtains Plan International’s prior written consent to the disclosure; or

b. the information is already in the public domain other than by means of breach of this clause 4; or

c. the disclosure is required by law and, to the extent permitted by law, the Contractor gives Plan International prompt, advance notice of the disclosure to permit Plan International to seek to limit such disclosure.

(v) This clause 4 shall survive the expiry or termination of this Agreement.

**5. Return of proprietary information**

(i) Upon termination or expiry of this Agreement or at any time following receipt of a written request from Plan International, the Contractor shall promptly hand over to Plan International or its authorised agent all documents and materials of any nature (including, without limitation, any deliverables, notes, memoranda, notebooks, electronic materials, drawings, plans, financial information, materials containing written or electronic information pertaining to Plan International or its associated companies, research data, evaluations and methods, together with all copies) made or compiled by the Contractor in the course of performing the Services, or delivered to the Contractor by Plan International or by other persons in relation to the Services (including, without limitation, Confidential Information).

(ii) The Contractor agrees that these documents and materials and all information and materials contained in or relating to them are and will at all times remain the exclusive property of Plan International, and to the extent that Contractor has or obtains any right, title, or interest therein, Contractor hereby assigns to Plan International all such right, title, and interest.

**6. Intellectual Property Rights**

(i) Where, in the course of providing the Services, the Contractor (whether alone or with any other person or persons) makes or discovers any invention, development, improvement or process, or creates or delivers to Plan International any deliverable or other work (collectively, “Work Product”) that is the subject of any Intellectual Property Rights (as defined below), the Contractor:

1. warrants that it has full clear and unencumbered title to all such Work Product, and that at the date of delivery of such Work Product to Plan International, it will have full and unrestricted rights to transfer all such Work Product to Plan International;
2. assigns to Plan International, with full title guarantee and free from all third party rights, all right, title, and interest, including all Intellectual Property Rights, in and to such Work Product, and the Intellectual Property Rights in Work Product shall be the absolute property of Plan International and ownership shall automatically vest in Plan International;
3. irrevocably and unconditionally waives in favour of Plan International any moral rights that may exist in any of the Work Product to which any individual is now or may be at any future time entitled under any provisions of law in any jurisdiction;
4. agrees to promptly disclose and provide to Plan International all Work Product, whether completed or in process, upon request and in any event upon termination of this Agreement;

1. agrees to promptly at Plan International's request execute all documents and do all other acts and things as may be reasonably required by Plan International to secure for Plan International the full benefit of this Agreement including providing Plan International with ownership of Intellectual Property Rights in accordance with this clause 6.
2. hereby irrevocably designates and appoints Plan International and its duly authorized officers and agents as Contractor’s agent and attorney-in-fact to act for and in Contractor’s behalf to execute, deliver and file any and all documents with the same legal force and effect as if executed by Contractor, if Plan International is unable for any reason to secure Contractor’s signature on any document needed in connection with the actions described in clause 6(i)(e); and Contractor acknowledges that this appointment is coupled with an interest.

(ii) For the purposes of this Agreement, “**Intellectual Property Rights**” means patents (including rights in and to, inventions); trademarks, service marks, trade names and business names (in each case including rights in goodwill attached thereto); design rights; rights in and to internet domain names and website addresses; semi-conductor topography rights; copyright (including future copyright); database rights; rights in and to confidential information (including know how and trade secrets); and all other intellectual property rights, in each case subsisting at any time in any part of the world (whether registered or unregistered) and (a) any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction and (b) any similar or analogous rights to any of these rights which may now or in the future subsist anywhere in the world, including the right to sue for and recover damages for past infringements.

(iii) The Contractor grants Plan International a non-exclusive, perpetual, irrevocable, sub-licensable, fully paid up, royalty free licence, under all Intellectual Property Rights, to use, reproduce, modify, create derivative works of, distribute, display, perform, and otherwise exploit in any manner (a) all Work Product, including any elements of Work Product which existed prior to the Contractor providing the Services and (b) all other technology or material that is necessary for Plan International to fully enjoy, possess, receive and exploit the Services and Work Product, not otherwise assigned in accordance with clause 6(i).

(iv) The Contractor undertakes to defend Plan International and its Affiliates, and their respective employees and agents, against any claim or action that the use or possession by Plan International, or any of its associated companies, of any Work Product or other technology or materials delivered to Plan International by or on behalf of the Contractor in the performance of the Services infringes the Intellectual Property Rights of a third party. The Contractor shall indemnify, compensate, and reimburse Plan International and its Affiliates and their respective employees and agents against and for any and all losses, costs, liabilities, damages and expenses (including, without limitation, legal and other professional fees) incurred by or awarded against Plan International or any of its Affiliates or their respective employees and agents (as the case may be), in connection with such a claim or action.

(v) If any claim or action referred to in clause 6(iv) is made, or is likely to be made, the Contractor shall promptly and at his/her own expense either:

a. procure for Plan International and its associated companies the right to continue using and possessing the relevant Work Product, technology, or materials; or

b. modify or replace the infringing part (without prejudice to the warranties in clause 8(i)) so as to avoid the infringement or alleged infringement.

(vi) This clause 6 shall survive the expiry or termination of this Agreement.

**7. Certain Remedies**

(i) If the Contractor fails to perform the Services by the deadlines specified in the Proposal, Plan International shall, without limiting its other rights or remedies, have one or more of the following rights:

1. to terminate this Agreement in accordance with clause 10, without further cure period;
2. to refuse to accept any subsequent performance of the Services which the Contractor attempts to make;
3. to recover from the Contractor any costs incurred by Plan International in obtaining substitute services from a third party;
4. where Plan International has paid in advance for Services that have not been provided by the Contractor, to have such sums refunded by the Contractor; and/or
5. to be indemnified, compensated, and reimbursed for any additional costs, damages, liabilities, losses or expenses incurred by Plan International which are attributable to the Contractor's failure to meet such deadlines.

(ii) In acknowledgement of the irreparable injury and damage to Plan International that may be caused by a breach of this Agreement, if the Contractor commits such a breach Plan International shall, without limiting its other rights or remedies, be entitled to seek a preliminary and permanent injunction or similar court order enjoining the Contractor from that breach, specific performance and/or any other equitable remedies to the extent permitted by applicable law and the procedures of the relevant court of competent jurisdiction.

(iii) The Contractor shall indemnify, compensate, and reimburse Plan International and its Affiliates, and their respective employees, and agents, against and for any and all losses, costs, liabilities, damages, and expenses (including without limitation, legal and other professional fees) incurred or awarded against any of them arising from or relating to any breach of any representation, warranty, covenant, or obligation of Contractor in this Agreement or any intentional misconduct or negligence by Contactor or any of its employees, agents, or subcontractors in performing the Services. In the event of any third-party claim, demand, suit, or action (a **“Claim”**) for which Plan International (or any of its Affiliates, or their respective employees, or agents) is or may be entitled to indemnification hereunder, Plan International may, at its option, require Contractor to defend such Claim at Contractor’s sole expense. Contractor shall not agree to settle any such Claim without Plan International’s express prior written consent.

(iv) This clause 7 shall survive termination of this Agreement.

(v) Plan International's rights under this Agreement are in addition to its rights and remedies under statute and common law.

**8. Warranties**

(i) The Contractor represents, warrants and undertakes to Plan International that:

a. it has the necessary skills and expertise, and is appropriately trained and qualified, to provide the Services;

b. the Services will be provided with reasonable care and skill, in a timely and professional manner, and conforming to or exceeding the best practices and standards generally observed in the industry for similar services;

c. the Services will conform with all descriptions and specifications provided to Plan International by the Contractor, including in the Proposal;

d. to the extent necessary to provide the Services, it owns or has the right to use all Intellectual Property Rights;

e. the Services and Work Product will not infringe any other person's Intellectual Property Rights; and

f. Contractor will comply with all laws, regulations, and ordinances applicable to Contractor’s performance of the Services and its other obligations under this Agreement, including export control laws, and has obtained (or before performing the Services will obtain) all governmental permits and licenses required for Contractor to perform the Services and its other obligations under this Agreement;.

(ii) The provisions of this clause 8 shall survive any performance, acceptance or payment pursuant to this Agreement.

**9. Independent contractor and Insurance**

(i) The Contractor is engaged to provide the Services as an independent contractor and not as an employee, agent or representative of Plan International.

(ii) Nothing in this Agreement shall create an agency, partnership or joint venture relationship between Plan International and the Contractor. The Contractor is not authorised to incur any liabilities or obligations on behalf of or in the name of Plan International.

(iii) Except as otherwise provided in the applicable Proposal, the Contractor will have exclusive control over the manner and means of performing the Services, including the choice of place and time, and will use Contractor’s expertise and creative talents in performing the Services. The Contractor shall maintain in force, with a reputable insurance company, appropriate insurance for the type of work that you are undertaking for Plan International to cover the liabilities that may arise under or in connection with this Agreement including:

1. public liability insurance where appropriate;
2. professional indemnity insurance where appropriate; and
3. employer’s liability insurance where appropriate,  
   or as specified by Plan International from time to time.

A Certificate of Insurance indicating such coverage will be delivered to Plan International upon request. The Certificate will (a) indicate that the policy will not change or terminate without at least thirty (30) days prior written notice to Plan International, (b) name Plan International as an additional named insured, and (c) indicate that the insurer waives its subrogation rights against Plan International. Plan International shall not be required to provide insurance coverage of any kind for the Contractor.

(iv) This clause 9 shall survive the expiry or termination of this Agreement.

**10. Termination**

(i) Either party shall have the right to terminate this Agreement with immediate effect on written notice if the other party:

a. is in material or persistent breach of any of its obligations under this Agreement and either that breach is incapable of remedy or the other party has failed to remedy that breach within 14 days of receiving written notice requiring it to do so; or

b. is unable to pay its debts or becomes insolvent or bankrupt or an order is made or voluntarily sought for its liquidation or administration or winding-up or a receiver is appointed over its assets or it proposes any composition or arrangement with its creditors or anything analogous occurs.

(ii) This Agreement may be terminated by Plan International on not less than 30 days’ written notice, provided that if, in the reasonable opinion of Plan International, the Services are not being performed to an acceptable standard the notice period for termination under this clause 10(ii) shall be 21 days.

(iii) Without limiting its other rights and remedies, Plan International shall have the right to terminate this Agreement with immediate effect on written notice if the Contractor:

a. is incompetent or guilty of gross misconduct and/or serious or persistent negligence in the provision of the Services;

b. is unable through sickness or injury to perform any of the Services for a period of 28 days;

c. challenges or contests any of Plan International’s Intellectual Property Rights;

d. fails to perform Services by the deadlines specified in the Proposal; or

e. is unable through an event or circumstance which is beyond the reasonable control of the Contractor which by its nature could not have been foreseen by the Contractor or if it could have been foreseen was unavoidable (each, a “**Force Majeure Event**”) to perform any of the Services for a period of 28 days provided that in such circumstances neither party shall be liable to the other as a result of any delay or failure to perform its obligations under this Agreement while any such Force Majeure Event was continuing.

(iv) The termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is intended to come into force or continue in force on or after termination.

**11. Data protection**

(i) The parties agree to comply with their respective obligations as the data controller and / or data processor under applicable data protection law and regulations from time to time in force, including but not limited to Data Protection Act 2018 and the General Data Protection Regulation (the “**Data Protection Laws**”) in connection with this Agreement.

(ii) The parties acknowledge that:

1. Plan International (or its relevant associated company) alone shall be the data controller (as defined in the Data Protection Laws) in respect of all personal data controlled by it and processed by the Contractor as a result of this Agreement. Plan International (or its relevant associated company) alone shall determine the purposes for which and the manner in which such personal data will be processed by the Contractor in connection with this Agreement; and
2. the Contractor shall be the data processor (as defined in the Data Protection Laws) in respect of all personal data controlled by Plan International (or its relevant associated company) and processed by the Contractor in connection with this Agreement.

(iii) Where, in connection with this Agreement, the Contractor processes personal data on behalf of Plan International (or its relevant associated company or foundation), the Contractor shall:

a. process the personal data only on written instructions of Plan International (or its relevant associated company) and to the extent reasonably necessary for the performance of this Agreement unless the Contractor is required by applicable Laws to otherwise process that Personal Data;

b. not disclose the personal data to any person except as required or permitted by this Agreement or with the written consent of Plan International (or its relevant associated company);

1. implement and maintain appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing of personal data and against accidental loss, alteration, unauthorised disclosure or access;
2. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
3. if working with data inside the European Economic Area, not transfer any personal data outside of the European Economic Area unless the prior written consent of Plan International has been obtained and the following conditions are fulfilled:

* the Contractor has provided appropriate safeguards in relation to the transfer;
* the data subjects have enforceable rights and effective legal remedies against Plan International as data controller and the Contractor as data processor;
* the Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any personal data that is transferred; and
* the Contractor complies with reasonable instructions notified to it in advance by Plan International with respect to the processing of personal data;

1. assist Plan International, at Plan International’s cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
2. notify Plan International as soon as possible on becoming aware of a personal data breach;
3. at the written direction of Plan International, delete or return personal data and copies thereof to Plan International on termination of the agreement unless required by applicable law to store the personal data; and
4. maintain complete and accurate records and information to demonstrate its compliance with this clause.

**11. Safeguarding**

1. The Contractor acknowledges that it has received a copy of, and has read and understood, Plan International's Safeguarding Children and Young People Policy and supporting and briefing materials describing Plan International's commitment to child and youth safeguarding (the "**Safeguarding Policy**").
2. The Contractor acknowledges that it has received a copy of, and has read and understood, Plan International’s Preventing Sexual Harassment, Exploitation and Abuse Policy and supporting and briefing materials describing Plan International's commitment to children, programme participants and staff protection (the “**PSHEA Policy**”).
3. The Contractor shall (and shall ensure that any sub-contractor or sub-grantee of it in relating to this Agreement (the "**Relevant Party**") shall) at all times and in all circumstances abide by the Safeguarding Policy during the term of this Agreement.
4. The Contractor represents and warrants that it has no reason to believe that any person who is employed or engaged by the Contractor in the provision of the Services has been involved or is suspected or has ever been suspected of involvement in an incident of abuse of a child or young person, whether as described in the Safeguarding Policy or PSHEA Policy or otherwise in such a way that compromises or compromised the safety of a child, young person or programme participant.
5. The Contractor undertakes that it will not employ or engage any person in the provision of the Services who the Contractor has reason to believe has been involved or is suspected or has ever been suspected of involvement in an incident of abuse of a child, young person or programme participant whether as described in the Safeguarding Policy, PSHEA Policy or otherwise in such a way that compromises or compromised the safety of a child, young person or programme participant.
6. If at any time during the term of this Agreement, it comes to the attention of the Contractor or any Relevant Party that the Contractor or any Relevant Party has been involved or is suspected or has ever been suspected of involvement in an incident of abuse of a child, young person or programme participant, whether as described in the Safeguarding Policy, PSHEA Policy or otherwise in such a way that compromises or compromised the safety of a child, young person or programme participant, then:
   1. the Contractor shall immediately (and at the latest within 24 hours of becoming aware) report such incident or suspicion to its contact at Plan International as specified in this Agreement, subject to any restrictions under Applicable Law; and
   2. the Contractor shall immediately remove any Relevant Party or person to whom the report relates from any work or contractual relationship with Plan International.
7. Any breach of this clause 11 and/or the Safeguarding Policy or PSHEA Policy shall constitute a material breach of this Agreement that is incapable of remedy and shall entitle Plan International (in its sole and absolute discretion) to terminate this Agreement immediately and without notice and to take such other appropriate action as Plan International shall in its sole and absolute discretion determine, including (but without limitation) requesting the removal of any Relevant Party or any of the Contractors' or any Relevant Party's directors, employees or consultants from any work or contractual relationship with Plan International; reporting any incident of abuse to the police or other appropriate child protection body; or instituting legal proceedings for damages against the Contractor.

**12. Code of Conduct**

The Contractor shall (and shall ensure that any Relevant Party shall) at all times and in all circumstances abide by the Supplier and Consultant Code of Conduct (as may be updated from time to time) during the Term.

**13. Anti-Terrorism, Anti-Bribery and Sanctions**

1. The Contractor represents and warrants that it has not provided within the previous 10 years, and will not provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates or participates in terrorist activities, which term includes:
   1. any act prohibited pursuant to any of the United Nations Conventions and Protocols relating to terrorism; or
   2. an act of premeditated, politically motivated violence perpetrated against non-combatant targets by sub national groups or clandestine agents; or
   3. any other act intended to cause death or serious bodily injury to a civilian or any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organisation to do or abstain from doing any act.
2. Plan International is under legal obligations to verify that the Contractor is not prohibited by relevant anti-terrorism legislation. In doing this, Plan International will consider all information that is reasonably available to it or of which it should be aware. The Contractor consents to this. Plan International will also implement reasonable monitoring and oversight procedures to safeguard against being diverted to support terrorist activities. If at any point during the term of this Agreement the Contractor is or becomes prohibited by applicable anti-terrorism legislation, Plan International may terminate this Agreement with immediate effect and without payment.
3. The Contractor shall (and shall ensure that any Relevant party shall):
4. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery, anti-corruption and/or economic or financial sanctions including but not limited to the US Foreign Corrupt Practices Act of 1977, UK Bribery Act 2010, and any economic or financial sanctions administered by the United Nations, the US Office of Foreign Asset Control, the European Union or any member state of the European Union or any national economic sanctions authority (together with Plan International’s Anti-Fraud and Anti-Corruption Policy referred to below, the “**Relevant Requirements**”);
5. comply with Plan International’s Anti-Fraud and Anti-Corruption Policy in force from time to time which the Contractor acknowledges that it has received a copy of, read and understood;
6. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, (including adequate procedures under the UK Bribery Act 2010), to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
7. promptly report to Plan International any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Agreement.
8. The Contractor shall ensure that any person associated with the Contractor who is performing services or providing goods in connection with this Agreement 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 Contractor in this clause 12 (“**Relevant Terms**”). The Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Plan International for any breach by such persons of any of the Relevant Terms.
9. Breach of this clause 12 shall be deemed a material breach by the Contractor of this Agreement and such breach shall be deemed incapable of remedy.

**14. Modern Slavery**

1. The Contractor shall perform its obligations under this Agreement in compliance with any applicable laws, statutes or regulations relating to forced or compulsory labour, debt bondage, human trafficking or other anti-slavery, servitude and slavery-like practices, including but not limited to the UK Modern Slavery Act 2015 ("**Applicable Modern Slavery Law**");
2. [The Contractor shall have and maintain, where appropriate, its own appropriate policies and procedures to ensure its compliance with Applicable Modern Slavery Law, and will enforce them where appropriate;] [Include if appropriate given the nature of the contract, e.g. potentially not applicable for an individual consultant]
3. The Contractor shall implement appropriate due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;
4. The Contractor shall promptly report to Plan International:
5. if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have, breached or potentially breached any of the Contractor's obligations under this clause 13; or
6. any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement or any other relationship the Contractor has with Plan International.
7. if any breach of the Contractor's obligations under this clause 13 constitutes an incident of abuse of a child or young person, as described in the Safeguarding Policy or otherwise, the 24-hour reporting deadline as described at clause 11(v)(a) of this Agreement applies.
8. The Contractor will ensure appropriate escalation of any concerns in relation to breach of its obligations under this clause 13 within its organisation and referral to the appropriate authorities in line with its applicable procedures and policies.
9. During the Term of the Agreement, the Contractor shall:
10. keep at its normal place of business appropriately detailed, accurate and up to date records relating to the Services as may be necessary to trace the supply chain of such Services and determine the Contractor's compliance with Applicable Modern Slavery Law; and
11. permit Plan International and its representatives on reasonable notice during normal business hours to access and take copies of these records, and provide Plan International with all reasonable assistance required to facilitate this.
12. Where either Party has reasonable grounds to believe that a breach of Applicable Modern Slavery Law has taken place, this clause 13 shall survive termination of the Agreement for a period of at least 5 years.
13. The Contractor warrants and represents at the date of this Agreement that neither the Contractor nor any of its officers, employees, agents or subcontractors:
14. has been convicted of an offence under Applicable Modern Slavery Law; or
15. to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceeding by any governmental, administrative or regulatory body regarding any offence or alleged offence under Applicable Modern Slavery Law.
16. Subject to any approval required by this Agreement in respect of engagement of sub-contractors, any sub-contractor engaged by the Contractor to provide Services under this Agreement, is engaged on written terms so as to ensure that the sub-contractor provides the same conditions and warranties as the Contractor is required to by this clause.
17. This clause 13 should be read in conjunction with the Contractor's obligations set out at clause 11.
18. Any breach of this clause 13 by the Contractor shall be deemed a material breach of the Agreement which is incapable of remedy and shall entitle Plan International to terminate this Agreement in accordance with clause 10.

**15. No assignment**

The Contractor may not assign, sub-license, sub-contract, charge, delegate or otherwise transfer or dispose of all or any of its rights or obligations under this Agreement, without the prior written approval of Plan International. For the avoidance of doubt, no assignment, sub-licensing, sub-contracting, charging, delegating or otherwise transferring by the Contractor shall relieve it of its obligations hereunder without the express prior written approval of Plan International. Any assignment in violation of the foregoing is void.

**16. Notices**

1. Any notices to be sent under this Agreement shall be in writing and sent by recorded delivery or registered post or delivered by hand to the relevant party (in the case of Plan International, addressed to Plan International’s Legal Counsel) at the address given on page 1 or at such other address as has been notified in writing to the receiving party.
2. Any notice or communication shall be deemed to have been duly received at 9.00 am on the second Business Day after posting.
3. This clause 15 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause 15, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Agreement shall not be validly served if sent by e-mail.

**17. General**

(i) This Agreement constitutes the entire agreement between the parties as to its subject matter. Save as expressly set out in this Agreement, any amendment or modification to this Agreement shall only be binding if it is in writing, is expressed to amend this Agreement and is signed by both parties.

(ii) A waiver by one of the parties of any of the provisions of this Agreement (or of any default by the other party in performing any of those provisions) shall not constitute a continuing waiver and shall not prevent the waiving party from subsequently enforcing any of the other provisions of this Agreement or from acting on any subsequent default. Any waiver of all or part of this Agreement shall only be effective if it is in writing and is signed by the waiving party. No failure or delay by a party in exercising any right or remedy under this Agreement or available at law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(iii) The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality or enforceability of the remaining provisions.

(iv) In this Agreement, words denoting the singular shall include the plural and vice versa, words denoting persons shall include companies, partnerships and undertakings (whether incorporated or not) and vice versa, and words denoting the masculine gender shall include the feminine and neuter and vice versa. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. No rule of construction against the drafting party will be applied in the interpretation of this Agreement.

(v) In the event of any conflict, ambiguity, or inconsistency between these General Terms of Business and the provisions of the Proposal and/or any Attachments, the terms of these General Terms of Business shall prevail.

(vi) This Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute an original of this Agreement, but all the counterparts will together constitute one and the same agreement. No counterpart will be effective until each party has executed at least one part or counterpart.

(vii) For the purposes of the Contractor’s obligations under this Agreement, time shall be of the essence.

(vii) In no event will Plan International or any of its Affiliates be liable for any consequential, indirect, exemplary, special, or incidental damages arising from or relating to this Agreement. The total cumulative liability of Plan International and its Affiliates in connection with this Agreement, whether in contract or tort or otherwise, will not exceed the aggregate amount of fees owed by Plan International to the Contractor for Services performed under this Agreement.

**18. Governing law and jurisdiction**

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the United States and the State of New York without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Contractor irrevocably consents to the personal jurisdiction of the state and federal courts located in New York, New York for any suit or action arising from or related to this Agreement, and waives any right Contractor may have to object to the venue of such courts. Contractor further agrees that these courts will have exclusive jurisdiction over any such suit or action initiated by Contractor against Plan International. Contractor also irrevocably waives any right Contractor may have to a jury trial.