



Document 6: CHRISTIAN AID STANDARD CONSULTANCY TERMS

1 Duties of the Consultant

- 1.1 The Consultant agrees provide the services described in the terms of reference ('the Terms of Reference') hereby incorporated into this Agreement according to the timescales specified in the project brief ('the brief').
- 1.2 The Consultant shall not subcontract, sublicense, assign, or transfer the Services without the prior written consent of Christian Aid.
- 1.3 The Consultant shall use their best endeavours to promote the interests of Christian Aid.

2 Warranties

- 2.1 The Consultant warrants, represents and undertakes to:
 - 2.1.1 find out the purposes that the services will be used for and that any deliverables will be suitable for those intended purposes, save only for any unsuitability expressly notified to Christian Aid;
 - 2.1.2 carry out the Services by the dates specified in the brief and that time shall be of the essence for the provision of the Services;
 - 2.1.3 carry out the Services in accordance with best practice complying with any applicable laws and regulations;
 - 2.1.4 inform Christian Aid in the event there may be a delay in providing the Services, and provide the Services; or obtain Christian Aid approval for a revised timescale;
 - 2.1.5 they have full capacity and authority to enter into this Agreement; and
 - 2.1.6 they have obtained any necessary and appropriate licences, consents, and permits to perform the Services in the designated location, including the ability to receive payment in the work location, unless specifically agreed otherwise.
- 2.2 For any Services that are provided in connection with or to support activities related to any agreement between Christian Aid and the U.S. Agency for International Development, Consultant expressly agrees to comply with the provisions and requirements included in Attachment A to this Agreement.
- 2.3 The provisions of this clause 2 shall survive any performance, acceptance or payment pursuant to this Agreement and shall extend to any substituted or remedial services.

3 Location

- 3.1 The Consultant shall provide the Services in such places as set out in the Terms of Reference.
- 3.2 If the Consultant is required to perform any of the Services at the premises of Christian Aid (or other locations other than the premises of the Consultant), the Consultant shall comply with all health and safety policies and security measures in order to gain access to the premises or perform the Services of those premises.

4 Record Keeping

The Consultant shall keep records of all their activities in connection with the provision of the Services for a minimum of two years unless a longer period is stipulated and from time to time the Consultant shall provide, upon request and reasonable notice from Christian Aid:

- 4.1 reasonable access to Christian Aid to such information, including computer systems or other methods of recording that information: and/or
- 4.2 copies of any such information.

5 Compensation

- 5.1 The Consultant shall be compensated according to the terms specified in the Terms of Reference, and shall not receive annual leave, sick pay, insurance or any other benefits that may be afforded to the employees of Christian Aid. Unless otherwise specified in the Terms of Reference, the Consultant shall not be entitled to claim expenses.
- 5.2 Christian Aid may withhold compensation if:

- 5.2.1 the Consultant does not perform the Services to a good standard or to the timescales specified in the Terms of Reference; or
- 5.2.2 it terminates this Agreement pursuant to clause 14.2 (Consultant's breach or insolvency).

6 Trade marks

The Consultant shall use Christian Aid's name, logo or trade mark only when, and in the manner, authorised in advance by Christian Aid in writing. All other uses will be deemed infringements of Christian Aid's copyright and trade mark.

7 Intellectual Property

- 7.1 The intellectual property in all works (including documents, materials, artwork, software, inventions and broadcasts) created by the Consultant pursuant to this Agreement shall be owned by Christian Aid unless otherwise stated in the Terms of Reference. The Consultant hereby assigns all intellectual property rights to be created by them pursuant to this Agreement, and agrees to do anything necessary (including signing further documents) necessary to give this assignment legal effect.
- 7.2 The works created under this Agreement shall be original works created solely by the Consultant and shall not:
 - 7.2.1 include intellectual property owned by or licensed to a third party except for intellectual property which the Consultant has the right to use (including the right to use the intellectual property for the purposes of this Agreement); nor
 - 7.2.2 subject Christian Aid to any claim for the infringement of any intellectual property rights of a third party.

8 Taxes

The Consultant warrants that they will pay all personal taxes, social security, national insurance and other taxes or fines that may be incurred as a result of the Consultant's performance of obligations under this Agreement.

9 Confidentiality

The Consultant agrees not to disclose and to prevent the disclosure by others any matters of a confidential nature to which they learn under of this Agreement. Upon the expiry or termination of this Agreement, the Consultant shall surrender to Christian Aid all confidential materials relating to Christian Aid in their possession, of whatever origin and including, without limitation, duplicates, facsimiles, models, prototypes and notes relating to them. The Consultant shall promptly direct all enquiries relating to confidential and proprietary information from the public (whether from an individual, a government agency or official, the media or other sources) to Christian Aid, except as Christian Aid may otherwise direct. This article shall survive any termination or expiration of this Agreement.

10 Data Protection

- 10.1 The Consultant shall comply at all times with the Data Protection Act 2018 and shall not perform the Services under this Agreement in such way as to breach or cause Christian Aid to breach any of our obligations under the Data Protection Act 2018
- 10.2 The Consultant agrees to comply with any reasonable measures required by Christian Aid to ensure that our obligations under this Agreement are satisfactorily performed in accordance with all applicable legislation from time to time in force and any best practice guidance issued by the Information Commissioner's Office ("the ICO").
- 10.3 The Consultant shall comply with the terms of the Data Processing Agreement (if required) between Christian Aid and the Consultant when processing any personal data on behalf of Christian Aid.

11 Code of Conduct and Financial Crime

- 11.1 The Consultant shall ensure that their behaviour throughout the term of this Agreement, whether or not in relation to the performance of the Services, will not bring Christian Aid into disrepute.

- 11.2 In accordance with Christian Aid principles the Consultant will strive to purchase and source goods, services and works:
 - 11.2.1 which are produced and delivered under conditions that do not involve the abuse or exploitation of any persons;
 - 11.2.2 which have the least negative impact on the environment.
- 11.3 The Consultant will comply with all Bribery Act 2010 Requirements.
- 11.4 The Consultant warrants to pay tax in a legal and ethical manner.
- 11.5 The Consultant agrees to co-operate with any vetting or due diligence measures that Christian Aid may take to ensure compliance with applicable law, regulation or donor conditions in relation to counter-terrorism and sanctions. This may include providing to Christian Aid on request their name, address, birth date, and other identifying information for screening against relevant counter-terrorism and sanctions lists.
- 11.6 In line with Christian Aid's Financial Crime & Abuse Policy (available on request), if the Consultant becomes aware during their engagement with Christian Aid of any actual or suspected incident of terrorist financing, money laundering or a sanctions breach related to Christian Aid funds or projects they will report this immediately. Reports can be made to whistleblowing@christian-aid.org
- 11.7 Christian Aid may require Consultants working in certain higher risk locations, or on higher risk programmes to receive training on Christian Aid's Financial Crime & Abuse Policy. Christian Aid will notify the Consultant if this is the case, and the Consultant agrees to participate in any such training.

12 Anti-Slavery and Harassment

The Consultant shall be solely responsible for complying, have to their best knowledge complied, and shall comply, with the Modern Slavery Act 2015 (the "Anti-Slavery Laws") and have to their best knowledge not taken and shall not take or fail to take any actions, which act or omission would subject Christian Aid to liability under Anti-Slavery Laws.

13 Indemnity And Insurance

- 13.1 The Consultant shall indemnify Christian Aid and hold it harmless against:
 - 13.1.1 all costs, claims, demands and liabilities arising out of or consequent upon the Consultant's performance of this Agreement, and
 - 13.1.2 any liability, assessment or claim for taxation or national insurance contributions in relation to provision of the services.
- 13.2 Christian Aid may satisfy such indemnity (in whole or in part) by way of deductions from payments to be made by Christian Aid under this Agreement.
- 13.3 The Consultant shall throughout the term of this Agreement maintain insurance sufficient to cover their potential liability to Christian Aid under this Agreement. If specific insurance is required by Christian Aid, this is specified in the Terms of Reference.
- 13.4 At the request of Christian Aid, the Consultant shall supply a copy of the insurance policies to Christian Aid and shall ensure that Christian Aid shall be specifically entitled to the benefit of such insurance.

14 Termination

- 14.1 Unless otherwise stated in the Terms of Reference, Christian Aid may terminate this Agreement at any time by giving the Consultant 14 days' prior written notice.
- 14.2 Without prejudice to the other remedies or rights a party may have, either party may terminate this Agreement at any time on written notice to the other party ('Other Party') for breach or insolvency of the Other Party. The notice will take effect as specified in the notice if the Other Party:
 - 14.2.1 is in material breach of its obligations under this Agreement and, where the breach is capable of remedy, the Other Party has not remedied the breach within seven days of receiving written notice which specifies the breach and requires the breach to be remedied; or
 - 14.2.2 becomes insolvent or if an order is made or a resolution is passed for the winding up of the other party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets or business, or if the other

party makes any compensation with its creditors or takes or suffers any similar or analogous action in consequence of debt.

- 14.3 Upon termination of this Agreement for any reason, the Consultant shall deliver to Christian Aid all materials created by them under this Agreement and any other property of Christian Aid which is in the possession or control of the Consultant (or, if relevant, the Consultant's subcontractors or agents) at the date of termination and shall not retain any copies of those materials.

15 Information

Christian Aid shall provide the Consultant with any information as they may reasonably require in order to perform the Services.

16 No Joint Venture

The Consultant is an independent contractor in respect to Christian Aid. Nothing in this Agreement shall be deemed to create a joint venture, agency or partnership or contract of employment between the parties, and neither party shall have the power to obligate or bind the other in any manner whatsoever, except as specifically provided in this Agreement.

17 Governing Law and Jurisdiction

This Agreement shall be governed by laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts, to which both the parties submit.

18 Notice

Any notice or other communication required or permitted pursuant to this Agreement shall be delivered in person or sent by email or by first class post to the addresses in the Terms of Reference.

19 Waiver

No failure or delay by either party in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive or any rights and remedies provided by law.

20 Severability

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, that provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

21 Third Parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 (and notwithstanding any other provision of this Agreement) this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

22 Child Protection

For work which involves contact with children and vulnerable adults, Christian Aid reserves the right to request a current disclosure form. Failure to provide a disclosure form on request may result in the immediate termination of this contract by Christian Aid. Christian Aid's Child Protection and Disclosure policies and procedures are available on request.

23 Dispute Resolution

23.1 If any dispute arises in connection with this Agreement, the Consultant and the Christian Aid Manager shall, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

23.2 If the dispute is still not resolved, the parties will, where appropriate, attempt to settle it by using any other method in good faith including through a form of alternative dispute resolution such as mediation.



23.3 The commencement of any attempt to resolve a dispute by means other than court proceedings shall not prevent the parties commencing or continuing court proceedings at any time.

24 Entire Agreement and Amendments

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained in it. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter and may only be modified or discharged by a written document executed by the parties hereto. No terms of this Agreement may be waived or modified except by written amendment agreed by both parties in advance.

Supplier Code of Conduct

ETHICAL STANDARDS

We strive to purchase and source goods, services and works which are produced and delivered under conditions that do not involve the abuse or exploitation of any persons.

We look to work in partnership with suppliers to ensure that:

- Employment is freely chosen
- Freedom of association and the right to collective bargaining are respected
- Working conditions are safe and hygienic
- No exploitation of children
- Living wages are paid
- Working hours are not excessive
- No discrimination is practised
- Regular employment is provided
- No harsh or inhumane treatment is allowed
- Safeguards are in place to protect against human trafficking

Specifically, we will not enter any procurement relationship with companies that have:

- Significant Involvement in the arms trade
- Extracted harsh and inequitable payments from developing countries for debts (Debt Relief (Developing Countries) Act 2010)
- Inhibiting access to affordable medicine according to the WHO Model Lists of Essential Medicines
- Tobacco marketing in developing countries
- Significant involvement in the alcohol industry
- Significant involvement in gambling
- Significant involvement in pornography
- Insufficient safeguards to end the use of conflict minerals where applicable (Kimberley Process/EU Regulation)
- Involvement in terrorism

ENVIRONMENTAL STANDARDS

We strive to purchase and source goods, services and work, which have the least negative impact on the environment.

We make procurement decisions and look to work in partnership with suppliers to ensure that:

- Environmental, Social and Governance (ESG) issues are at the forefront of good corporate governance.
- Purchasing decisions are based on whole life principles to purchase more durable products with a longer life-span and maximising environmental sustainability
- Undue and unnecessary use of materials is avoided, and recycled materials used whenever possible. Effective controls of waste in respect of ground, air and water pollution are adopted. In the case of hazardous materials emergency response plans are in place.
- Processes and activities are monitored and modified as necessary to ensure the conservation of scarce
- resources, including water, flora and fauna and productive land.
- All production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximise efficient energy use and to minimize harmful emissions.

We expect our suppliers to comply with all statutory and other legal requirements relating to the environmental impacts of their business. We encourage our suppliers to be accredited to the relevant ISO standards.

If we work in partnership with a supplier in good faith but subsequently discover unacceptable practices either at the supplier or within the supplier's supply chain we will engage with the supplier constructively to address identified weaknesses.