

## GRANT AGREEMENT

This agreement is dated March 23<sup>rd</sup> 2020

### PARTIES

1. **WESTMINSTER FOUNDATION FOR DEMOCRACY**, a company limited by guarantee registered in England and Wales (**2693163**), whose registered office is at Artillery House, 11-19 Artillery Row, London, SW1P 1RT ("**WFD**"); and
2. **INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE (International IDEA)**, of Strömsborg, SE-10334, Stockholm, Sweden (the "**Grantee**").

### SPECIAL TERMS

#### 1 The Project

- 1.1 WFD allocates the Grant for the purposes of supporting the implementation and continuous improvement of the AGORA Portal for Parliamentary Development, which is part of the INTER PARES Parliaments in Partnership, EU Global Project to Strengthen the Capacity of Parliaments, as more fully described in the Project Documentation, as set out in Schedule 1 (the "**Project**").

#### 2 Engagement

For grant-related matters, your principal point of contact is Julia Keutgen, Senior Transparency Adviser.

#### 3 Commencement and Duration

- 3.1 This Agreement shall come into force on **1 March 2020** (the "**Commencement Date**"), the Project shall commence on **1 March 2020** (the "**Project Start Date**") and this Agreement shall continue in full force and effect until **31 December 2020**, or such other date as may be agreed between the parties in writing from time to time (the "**Term**").

- 3.2 Notwithstanding anything to the contrary elsewhere in this Agreement, each party shall be entitled to terminate this Agreement by serving not less than 30 days' written notice on the other party.

## **4 The Grant**

- 4.1 The amount of the grant allocated to the Grantee is **£10,000 (ten thousand pounds Sterling)** (the "**Grant**") as per the budget document attached in Annex 1.
- 4.2 Any exchange rate gains or losses that may arise against the overall Agreement value due to strengthening or weakening in United Kingdom Pound Sterling, the donor currency, or any relevant local currency will be addressed by joint agreement with both parties. Where required this Agreement will be renegotiated to ensure inputs/outputs are affordable within the Project Budget.
- 4.3 In consideration of the Grantee's delivery of the Project, the Grant shall be paid by WFD to the Grantee by BACS transfer to a nominated bank account that will allow for separate accounting of the Grant in accordance with the payment schedule below, subject to the Grantee's satisfactory compliance with the terms of this Agreement and, in particular, WFD Requirements and the Funder Requirements. All payments will be contingent upon a) implementation of the Project, and b) satisfactory receipt of accurate and complete payment requests and reports by the deadlines set out in Clauses 5 and 7, respectively.

## **5 Payment**

- 5.1 The Parties acknowledge and agree that only expenditure actually incurred may be reimbursed by the Grant. Scanned or photocopies of original supporting documents and receipts for all expenditures incurred (other than fees), and timesheets and invoices from consultants (where applicable), must be included with the reconciliation of the advance.
- 5.2 The Grantee may submit a request for an advance on the Grant. The Grantee shall submit a reconciliation for any advance payment.
- 5.3 The Grantee shall ensure that all expenditure is incurred in accordance with the approved budget and any change or overspend on any line item will require prior approval from WFD (subject to Clause 7 of the Standard Terms and Conditions).

### **5.4 *Disbursement of Funds***

WFD shall pay the Grant in accordance with this Clause 5 in 1 tranche paid on receipt of i) a duly signed original copy of this Agreement confirming your acceptance of the terms and conditions as laid out in the Agreement, the Schedules, Standard Terms and Conditions, and the attached Annexes; and ii) the request for advance.

### **5.5 *Advances and Claims for Reimbursement of Expenditure***

All original requests for payment and other supporting documentation must be submitted directly to:

**Julia Keutgen, Senior Transparency Adviser**

Email: [Julia.keutgen@wfd.org](mailto:Julia.keutgen@wfd.org)

Where photocopies of original receipts are to be provided, the Grantee is strongly advised to deliver these documents by a reliable courier service. WFD cannot take responsibility for documentation lost in the post.

#### **5.6** *Payment Requests and Reconciliations*

- a) All advance requests and reconciliations must bear the date and be numbered sequentially.
- b) All advance requests and reconciliations must include a reference to the “Agora Portal”.
- c) All requests for advances should clearly show the Grantee’s name and address, and be submitted in writing

You should reconcile and request funds only in GBP. Requests for advances and final payment must be submitted in GBP. Exchange rates used in the reconciliation of funds should be reasonable and current at the time of the expenditure. Where allowable expenses are incurred in a different currency, the actual exchange rate obtained should be used (with supporting documentation provided). Alternatively, the Oanda rate should be used ([www.oanda.com](http://www.oanda.com)).

d) Copies of all supporting documentation (receipts, timesheets, boarding passes, etc.) must be submitted to WFD along with the reconciliation. If such documentation is not provided, WFD will deduct the amount in full from the monies due to the Grantee. All original supporting documentation must be retained by the Grantee and may be required as part of the audit process.

e) The Grantee shall ensure that each statement of expenditure is certified by a duly authorised officer in your organisation as follow: *“I certify that all the amounts detailed above have been actually and necessarily expended under the grant, in accordance with the Terms and Conditions set forth in the Grant Agreement, Schedules and Annexes thereto.”*

f) Any payment request and expenditure statement may be subject to a full audit by WFD or its representatives. Examinations may be carried out to assess the effective utilisation of funds, including adherence to the WFD Procurement Policy (summarised as Annex 4), and to confirm funds have been and are being used in line with the budget. The Grantee shall facilitate any audit or examination carried out from time to time.

#### **5.7** *Payment Terms*

- a) The Grantee acknowledges that any failure to comply with this Clause 5 will result in the rejection of your request for funds as invalid.
- b) WFD agrees to pay acceptable payment requests within 30 days of date of approval. Should any part of the Grantee’s request, reconciliation or supporting documentation arrive under separate cover, the 30 day period is deemed to commence once the final document has been received and validated.
- c) Approval of payments is subject to WFD’s satisfaction that the Project is being implemented in line with the Project Documentation (Schedule 1) including receipt of reports and other deliverables due on or before the date of the request for payment.

## **6** **Reporting and monitoring**

- 7.1 The Grantee shall submit to WFD a quarterly report in respect of the Project and Grant in a format specified by WFD (and included at Schedule 3). This will typically include a narrative progress report, and a financial report.

6.2 Reports should provide a progress update against agreed Project milestones included in the Project Documentation. The financial report should include expenditure against agreed budget lines and an explanation of any variances.

6.3 Narrative and financial reports will be due as per the timetable below:

<b>Report type</b>	<b>Period covered by the report</b>	<b>Report due date</b>	<b>Notes</b>
Interim narrative and financial report	<b><i>Start date to 31 July 2020</i></b>	<b><i>15 August 2020</i></b>	<b><i>Include achievements to date on outputs and deliverables</i></b>  <b><i>Financial Report</i></b>
Final narrative and financial report	<b><i>1 August 2020 to 31 December 2020</i></b>	<b><i>15 January 2021</i></b>	<b><i>Include achievements to date on outputs and deliverables</i></b>  <b><i>Financial Report</i></b>

6.4 The Grantee agrees to facilitate audit and monitoring visits which may from time to time be requested by WFD. These may be by WFD staff, or external parties acting on behalf of WFD.

## **7 Funder**

7.1 The Parties acknowledge that this Grant is being funded from WFD’s core funds, such as its Grant in Aid. From time to time, the contributor to those funds may obligate WFD to comply with specific rules and regulations, which WFD may notify to the Grantee and which shall be regarded as Funder requirements for the purposes of this agreement. WFD reserves the right to notify the Grantee of any changes to the Funder Requirements which the Grantee shall, from the date of notification, be required to comply with in accordance with the terms of this Agreement.

7.2 The Grantee warrants that it has read and understood the requirements in the Funder’s conditions included as Schedule 2 and shall comply with Schedule 2 and any Funder Requirements.

7.3 If there is any discrepancy between any provision of this Agreement and the Funder Requirements, the latter will prevail.

7.4 The Parties acknowledge that WFD is working towards compliance with the International Aid Transparency Initiative (IATI) standard, which is a framework for publishing information on development cooperation activities in a timely, comprehensive and forward-looking manner, and accordingly, the Grantee agrees to co-operate with WFD to provide and, as required, publish relevant information relating to this Grant, upon request.

## **8 Tax**

- 9.1 Any liability for income tax and any other tax and levies on the amount paid by the Grantee for the services of staff or consultants by the authorities of the country of implementation, the United Kingdom or any other country is the sole responsibility of the Grantee.
- 9.2 The Grantee shall indemnify WFD against any claim by any applicable tax and/or other authorities concerning such liabilities.

## **10 Ineligible expenditure**

The Grantee acknowledges and agrees that the following categories of expenditure are ineligible under the Grant:

- Lobbying activities involving the UK Government;
- Activities that enable one part of UK Government to challenge another part of the UK Government;
- Petitioning the UK Government for funding;
- Import or customs duties or any reclaimable Value Added Tax (or equivalent indirect tax charge)
- Activities that may lead to civil unrest;
- Activities which discriminate against any group on the basis of age, gender, disability, race, colour, ethnicity, sex and sexual orientation, pregnancy and maternity, religion or belief;
- Interest payments related to finance leases;
- Gifts;
- Alcohol;
- Statutory fines, criminal penalties or fines;
- Payments for works and activities which the Grantee has a statutory duty to undertake within the UK or that are fully funded from other sources;
- Activities in breach of applicable law;
- Bad debts;
- Payments for unfair dismissal or other employment-related compensation;
- To replace funds lost to fraud, corruption, bribery, theft, terrorist financing or other misuse of funds; and
- Any costs related to the termination of this Grant.

## **11 Project Completion**

- 11.1 The Grantee acknowledges and agrees that all Project activities must be completed by the Grant end date set out in Clause 3 and to the extent reasonably practicable, seven days in advance of the end date. Cost incurred after the Grant end date will not be accepted.
- 11.2 WFD reserves the right, at its sole discretion, to delay payment of the final invoice pending approval of the technical outputs and final report.
- 11.3 Any unspent balance from the Grant on completion of the Project must be refunded to WFD.

## **12 Service of notices**

Any notices are to be sent to the following addresses:

To WFD	To the Grantee
<b>Artillery House</b> <b>11-19 Artillery Row</b> <b>London</b> <b>SW1P 1RT</b> <b>Attention: Chris Lane, Company Secretary</b>	<b>Strömsborg,</b> <b>SE-10334,</b> <b>Stockholm, Sweden</b> <b>Attention: Fiona Rowley, Executive Director</b>

### 13 Risks and insurance requirements

- 13.1 The Grantee shall be responsible for taking reasonable care of the health, safety and security at all material times of any employees, consultants, and/or contractors engaged by the Grantee to implement the Grant and Project and the Grantee shall take reasonable steps to avoid any unnecessary risks.
- 13.2 The Grantee shall be fully responsible for all risks related to the implementation of the Project and shall take out and maintain, during the term of this Agreement, appropriate insurance coverage as required by applicable law, custom, and practice. Such insurance cover should be provided by a reputable insurance company, and at an indemnity level that is reasonable in all the circumstances (including, but not limited to, the nature and value of the Project and Grant).

### 14 Travel

The Grantee shall be responsible for managing all travel arrangements relating to any employees, consultants, and/or contractors engaged by the Grantee to implement the Project and Grant, which costs should be reasonable in all the circumstances, including but not limited to economy class flights only.

### 15 Other conditions

- 15.1 The Parties acknowledge and agree that the Grantee shall be solely responsible for the infrastructure, technical support, and operations management of the AGORA portal.
- 15.2 Subject always to clause 15.1 above, the Grantee agrees to establish, maintain, and administer a steering or management group, which would be responsible for providing strategic direction to the Project and shall consist of at least a representative of each of WFD (the Director of Operations or his/her designate) and the Grantee (Head of Programme INTER PARES, or his designate)]. The Parties agree to negotiate in good faith and agree a Terms of Reference for the steering or management group, which shall include the strategic positioning, continuous improvement, growth, and promotion of the AGORA portal.
- 15.3 The Grantee agrees to facilitate WFD's participation in both decisions relating to the strategic direction and content development of the AGORA portal, including WFD's (and its partners') right to access and use existing content on the AGORA portal and to contribute new content to the portal from time to time.

This Agreement shall only become binding on WFD upon its signature by an authorised signatory of WFD subsequent to signature by or on behalf of the Grantee.

**Signed by the duly authorised representative of WFD**

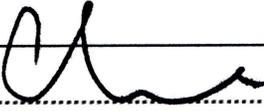
Name:	.....	Signature:	.....
Position:	.....		

**Signed by the duly authorised representative of the Grantee**

Name:	Kevin Casas-Zamora	Signature:	
Position:	Secretary-General		

This Agreement shall only become binding on WFD upon its signature by an authorised signatory of WFD subsequent to signature by or on behalf of the Grantee.

**Signed by the duly authorised representative of WFD**

Name:	CHARIS LAJE	Signature:	
Position:	DIRECTOR OF OPERATIONS AND COMPANY SECRETARY		

**Signed by the duly authorised representative of the Grantee**

Name:	Kevin Casas-Zamora	Signature:	
Position:	Secretary-General		

# STANDARD TERMS AND CONDITIONS

## 1 Interpretation

### 1.1. In this Agreement:

“**WFD Requirements**” means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to the Grantee from time to time in writing (including, without limitation, by means of email or any website or extranet);

“**Confidential Information**” means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, and customers of WFD or the Grantee (as the case may be) and all personal data and sensitive personal data within the meaning of the Data Protection Legislation;

“**Data Protection Legislation**” means the following legislation to the extent applicable from time to time: (a) national laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the General Data Protection Regulation (2016/679) or, following the UK’s EU-exit, the UK GDPR as supplemented by the Data Protection Act 2018; and (c) any other similar national privacy law;

“**Funder Agreement**” means the agreement (if any) between the Funder (if any) and WFD relating to the provision of the funding out of which the Grant is made;

“**Funder Requirements**” means the specific requirements of the Funder (if any), including the terms of the Funder Agreement, notified to the Grantee in writing from time to time (including, without limitation, by means of email or any website or extranet);

“**Intellectual Property Rights**” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in goodwill, 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), 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; and

- 1.2 Any headings in this Agreement shall not affect the interpretation of this Agreement.
- 1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 References to “**working days**” and “**working hours**” are to normal business days and normal business hours in the territory in which the Grantee is carrying out the Project.

## 2 Grantee's obligations

- 2.1 The Grantee warrants that the information given to WFD in connection with the Project Documentation is true and acknowledges that WFD awards the Grant on this basis.
- 2.2 The Grantee shall apply the Grant solely and exclusively for the purposes of funding the Project. The Grantee agrees to reimburse WFD in full if the Grant (or any part of the Grant) is not used for this purpose.
- 2.3 The Grantee shall deliver all aspects of the Project as set out in the Project Documentation with reasonable skill and care, at its own risk, and in compliance at all times with the terms of this Agreement and all applicable regulations and legislation in force from time to time in any relevant location (and if the Grantee is domiciled in the UK, English law).
- 2.4 The Grantee may only sub-grant all or part of the Grant to a third party with the prior approval, in writing, of WFD and the Grantee shall, in such circumstances, procure that the relevant third party enters into an agreement that incorporates equivalent provisions to those included within this Grant Agreement. The Grantee shall remain responsible for the implementation of the Grant and Project at all times.
- 2.5 The Grantee may enter into a contract for services with a third party, funded fully or in part by the Grant, with the prior approval of WFD, provided always that: (a) the Grantee has selected the relevant Grantee following a procurement process that aligns to WFD's Procurement Policy (as summarised in **Annex D** to this Agreement) and (b) the Grantee has entered into an agreement that incorporates equivalent provisions to those included within this Grant Agreement.
- 2.6 The Grantee shall comply with, and complete and return any forms or reports from time to time required by WFD.
- 2.7 The Grantee will submit all required reports in time and to an acceptable quality standard, in line with the reporting standard outlined in the Special Terms.
- 2.8 The Grantee shall comply with the Funder Requirements (if any) and shall do nothing to put WFD in breach of the Funder Requirements (if any).
- 2.9 The Grantee shall not at any time do or say anything which damages or which could reasonably be expected to damage the interests or reputation of WFD or the Funder (if any) or their respective officers, employees, agents or contractors.
- 2.10 The Grantee shall keep full and proper accounts and records of income and expenditure with regard to the Project and WFD shall be entitled to receive copies of all information reasonably required on request (whether required by WFD or by a Funder) and to audit the administration by the Grantee of the Grant and the Project.
- 2.11 Where WFD and/or the Funder requires more information or considers that any report and/or other documentation is not acceptable, or where WFD and/or the Funder believes that the performance of the Project activity undertaken is not in accordance with this Agreement, WFD shall provide sufficient details and reasonable guidance to the Grantee to enable it to rectify the situation. WFD reserves the right at its sole discretion to suspend the Project or terminate the Agreement in the event that the Grantee is not able to rectify the situation to the satisfaction of WFD (and/or the Funder).

- 2.12 The Grantee undertakes to work with WFD, and any external evaluator commissioned by or on behalf of WFD, to monitor and evaluate progress made towards achieving the Project through regular communication, face to face meetings if required and progress reports and agrees to provide any relevant information related to the activities detailed in the Project Documentation as and when requested.
- 2.13 The Grantee shall co-operate with any compliance verification process, as notified from time to time by WFD.
- 2.14 The Parties acknowledge that the contractual relationship with the Funder is managed by WFD. Accordingly, the Grantee shall use its best endeavours to ensure that its employees, contractors and agents refrain from taking any steps to communicate on any matter relating to the Project with the Funder without the prior approval of WFD in writing.

### **3 Ethics and compliance**

- 3.1 The Grantee, its employees, Grantees and contractors shall not in any way be involved directly or indirectly with terrorism, in the manufacture or sale of arms, or have any business relations with armed groups or governments for any war related purpose. The Grantee shall comply with all legal requirements and with the international labour standards promoted by the International Labour Organisation regarding child labour and forced labour and endeavour to adhere to the Ethical Trading Initiative (ETI) Base Code.
- 3.2 The Grantee shall with regard to the Project comply fully with (and provide training to staff on):
- (a) WFD's Safeguarding Policy (as summarised in **Annex A** of this Agreement), including:
    - (i) being aware, understanding, and adhering to WFD's Safeguarding Policy and procedures; and
    - (ii) reporting any concerns which arise regarding the safety of children and/or vulnerable adults and/or other individuals or groups; and
  - (b) WFD's Anti-Fraud, Bribery and Corruption Policy (as summarised in **Annex B** of this Agreement), including:
    - (i) taking all reasonable steps to reduce the risk of fraud and corruption within the Grantee's operations, in particular in relation to the Project;
    - (ii) complying with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (including the Bribery Act 2010); and
    - (iii) not engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice, or conduct had been carried out in the UK.
  - (c) WFD's Anti-Terrorism Policy, a summary of which is included as **Annex C** to this Agreement.
- 3.3 The Grantee shall make available at all times a whistleblowing policy and procedure for its staff. Further, it shall promptly report to WFD any actual, attempted or alleged incidents which may reasonably be regarded as constituting a breach of Clauses 3.1 or 3.2 above, including but not limited to, any circumstances in which all or part of the Fees is diverted or misappropriated for the purposes of terrorism or due to corruption or fraud. Further the Grantee shall co-operate fully with any investigation carried out by WFD or by a competent authority.

- 3.4 The Grantee acknowledges that that WFD is a UK public body sponsored by the Foreign & Commonwealth Office and, as such, any suspicions or allegations of aid diversion, fraud, money laundering, bribery, corruption, counter-terrorist financing or safeguarding can be reported to the FCO's Anti-Fraud and Corruption Unit at [afcu@fco.gov.uk](mailto:afcu@fco.gov.uk).
- 3.5 The Grantee undertakes and warrants that neither it nor the Grantee's staff, employees or contractors have any conflict of interest nor have offered, given or agreed to give, nor shall offer or give or agree to give to any person, company or firm any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do anything in relation to the obtaining of this Agreement or the execution of the Grantee's obligations under this Agreement or for showing or forbearing to show favour or disfavour to any person, company or firm in relation to this Agreement.
- 3.6 WFD shall be entitled to terminate this Agreement immediately upon written notice to the Grantee and to recover from the Grantee the amount of any losses and costs (including costs reasonably incurred in making other arrangements for the supply of goods/services) resulting from such termination if, in connection with this Agreement:
- (a) the Grantee, or any person employed by it or acting on its behalf (whether with or without the knowledge of the Grantee), accepts, solicits, agrees to receive, promises, offers or gives a bribe, facilitation payment, kick back or other improper payment;
  - (b) the Grantee, or any person employed by it or acting on its behalf (whether with or without the knowledge of the Grantee) commits an offence under the Bribery Act 2010 or any other applicable anti-bribery and corruption laws or regulations.
- 3.7. The Grantee warrants that, to the extent applicable, it is working towards compliance with the Living Wage in its UK business activities as promoted from time to time by the Living Wage Foundation.

#### **4 Capital Assets**

- 4.1 A "**Capital Asset**" means any item of equipment or other asset which, on the date of purchase, has a useful life of more than one year; and is purchased wholly or partly out of the Grant; and either 1) the purchase price or development cost of an individual asset is in excess of £500 or equivalent in local currency; or 2) is a group of lower value items that are mobile and considered attractive (e.g. mobile phones, cameras, laptops, tablets, vehicles) with a combined purchase price or development cost in excess of £500 or equivalent in local currency.
- 4.2 The Grantee shall obtain the prior written consent of WFD (and, where applicable, the Funder) before purchasing any Capital Asset (or group of assets).
- 4.3 Assets may only be purchased in line with the approved project budget.
- 4.4 Subject to clauses 4.2 and 4.3 above, the Grantee shall ensure that procurement of goods and equipment shall:
- 4.4.1 Be undertaken in accordance with best practice principles of openness, fairness and transparency;

- 4.4.2 Achieve value for money, defined as the optimum combination of whole-life cost and quality to meet requirements in a fully transparent manner and the procurement may be subject to audit by WFD and, where applicable, the Funder;
- 4.4.3 Be carried out using strict due diligence processes that ensure the protection of WFD's and, where applicable, the Funder's interests and reputation, with particular emphasis on anti-terrorism, anti-corruption and fraud throughout the delivery chain; and
- 4.4.4 Be on the basis that the ownership of Equipment shall vest in WFD and/or the Funder (as applicable).
- 4.5 Subject to clause 4.2, the Grantee shall advise WFD in writing of the purchase of any Capital Asset and shall advise WFD of its date of purchase, its purchase price (excluding VAT), its location and details of anyone else having an interest in the Capital Asset.
- 4.6 The Grantee will permit WFD access to the Assets as requested to undertake a physical check of the assets.
- 4.7 WFD and/or the Funder (as applicable) will retain ultimate ownership of all assets, specifically project assets, financial assets and information assets, until ownership transfer or asset disposal is otherwise approved in writing by WFD and/or the Funder (as applicable).
- 4.8 Asset disposal is subject to WFD's prior written approval and any Donor restrictions. WFD reserves the right to dispose of assets, equipment or inventory which are the property of WFD as it thinks fit. Disposal includes, but is not limited to, sale at open market value, and Grantee where a percentage of assets have been purchased with funds under this grant, may also require payment to WFD of a share of the net proceeds of sale in proportion to the amount of Grant contributed to its purchase.

## **5 Use of Assets**

- 5.1 All the assets, equipment and inventory purchased using the Grant must be:
  - a) used solely and exclusively for the Project;
  - b) held safely and securely and protected from damage, theft or loss; and
  - c) managed in accordance with any Project-specific procedures notified to the Grantee from time to time.
- 5.2 Personal use of assets and equipment is not permitted.
- 5.3 The Grantee shall be responsible for all loss and damage to assets and equipment. The Grantee shall notify WFD immediately the Grantee becomes aware of any loss or damage to assets and equipment.

## **6 Withholding, Reduction and Repayment of the Grant**

- 6.1 WFD may (and may be obliged by the Funder, if any, to) reduce, withhold or claim a repayment (in full or in part) of the Grant if, in its sole opinion, WFD determines that:
  - 6.1.1 the Grantee fails to comply with the terms of this Agreement;

- 6.1.2 the Grantee fails to implement the Project in accordance with the Project Documentation;
  - 6.1.3 the Grantee makes a change to the Project which WFD has not approved;
  - 6.1.4 the Grantee attempts to procure or dispose of a Capital Asset without WFD's prior written consent;
  - 6.1.5 there is any financial irregularity (including, but not limited to, any alleged, actual or attempted fraud, corruption or terrorist financing) or fraud in the operation of the Project;
  - 6.1.6 there has been any overpayment of the Grant; or
  - 6.1.7 the Funder (if applicable) reduces the amount of funding available, withdraws funding or demands repayment of any part of the Grant.
- 6.2 WFD will notify the Grantee in writing of any decision it (or the Funder, if applicable) takes to reduce, withhold or claim a repayment of the Grant or any part of it and will, if appropriate, arrange a meeting with the Grantee to discuss the consequences of such decision.
- 6.3 If WFD demands repayment of the Grant or any part of it, the Grantee shall make repayment within 30 days.
- 6.4 The Grant is fully inclusive of any and all taxes that may be payable in connection with the Grant, receipt or use of the Grant, in accordance with the budget. The Grantee will deduct any such taxes out of the Grant and in no circumstances shall WFD be required to pay any additional sums in respect of such taxes. In the event that WFD is required by the laws or regulations of any applicable jurisdiction to deduct any withholding tax or similar taxes from the Grant, WFD shall deduct and account for such taxes before paying the remainder of the Grant to the Grantee and shall notify the Grantee in writing of all such sums properly deducted.

## **7 Changes to the Project or purposes of the Grant**

- 7.1 If the Grantee wishes to change the scope or timing of the Project as contained in the approved proposal and workplan, it shall submit details of the requested change to WFD in writing and such change shall only be implemented if agreed in accordance with the remainder of this clause.
- 7.2 If the Grantee requests a change to the scope of the Project, it shall send such request to WFD in writing, accompanied by a written statement of the following matters:
- 7.2.1 the reasons behind the requested change and the impact of this on the delivery of the project and achievement of the project's stated objective/outcome;
  - 7.2.2 the likely time required to implement the change; and
  - 7.2.3 any impact of the proposed change on the terms of this Agreement; and

WFD shall withhold or give its consent to such change in its sole discretion. If WFD allows the Grantee to proceed with the change, the Grantee shall do so, following a variation of this Agreement in writing reflecting the agreed change in accordance with clause 21.1.

## **8 Intellectual Property Rights**

- 8.1 Subject to any Funder Requirements to the contrary as per Schedule 2, the Parties acknowledge and agree that any Intellectual Property Rights resulting from the Project shall vest in the Grantee.
- 8.2 In signing this Agreement, the Grantee hereby grants to WFD and, where applicable, the Funder, a worldwide, non-exclusive irrevocable and royalty-free licence to use all the Material, where “use” shall mean, without limitation, the reproduction, publication and sub-licence of all the Material and the intellectual property therein, including the reproduction and sale of the Material and products incorporating the same, for use by any person or for sale or other dealing anywhere in the world.
- 8.3 Where any Intellectual Property Rights owned or licensed by WFD are required to be used in connection with the delivery of the Project, the Grantee acknowledges that it shall have no right to use the same except to the extent necessary for the delivery of the Project and subject to such consents and restrictions as may be specified by WFD.
- 8.4 The Grantee warrants that the delivery of the Project does not and will not infringe any third party’s Intellectual Property Rights.
- 8.5 The Grantee shall at their own expense defend, indemnify and hold WFD harmless against any and all losses claims, actions, damages, liabilities, costs and expenses including without limitation any legal expenses incurred or suffered by it whether direct or consequential arising out of any dispute or contractual, tortious or other claims or proceedings brought by any third party alleging infringement of its Intellectual Property Rights in the Materials or relating to WFD’s use or possession of any and/or all of the IP.

## **9 Liability and Indemnity**

- 9.1 The Grantee and WFD acknowledge and agree that, in accordance with their understanding of the law, the relationship between them is that of grantor and grantee. The Grantee agrees that nothing in this agreement shall be construed to express or imply any other relationship, in particular an employment or partnership.
- 9.2 WFD shall not be liable to the Grantee for any loss, damage, costs or liabilities arising out of or in connection with this Agreement or the implementation of the Project.
- 9.3 The Grantee shall indemnify WFD in full against all liabilities, losses, claims, costs and expenses suffered or incurred by WFD as a result of or in connection with:
- (a) any negligent or wilful acts or omissions of the Grantee, its employees, agents or contractors of the agreement in performing its obligations under this agreement;
  - (b) any claim made against WFD by a third party arising out of, or in connection with, the implementation of the Project, to the extent that such claim arises out of the breach, negligent performance, wilful acts or omissions of the Grantee, its employees, agents or contractors; and/or
  - (c) any claim brought against WFD for actual or alleged infringement of a third party’s intellectual property rights arising out of, or in connection with, the receipt, use or implementation of the Project.

9.4 Nothing in this Agreement limits or excludes a Party's liability for death or personal injury; and/or any fraud or for any sort of liability that, by law, cannot be limited or excluded.

## **10 Confidentiality**

- 10.1 The Grantee undertakes at all times during and after the term of this Agreement:
- (a) to treat the Confidential Information with the strictest confidence;
  - (b) not to disclose any Confidential Information to any third party; and
  - (c) not to use any Confidential Information for the Grantee's own purposes or the benefit of any third party.
- 10.2 The restrictions in clause 10.1 do not apply to:
- (a) any use or disclosure authorised in writing by WFD or as required by law; or
  - (b) any information which is already in, or comes into, the public domain otherwise than through the Grantee's unauthorised disclosure.
- 10.3 The Grantee acknowledges that WFD is subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**"), the Environmental Information Regulations and associated codes of practice and the Grantee shall assist and cooperate with WFD to enable WFD to comply with its Information disclosure obligations.
- 10.4 The Grantee shall and shall ensure that any contractors shall:
- (a) transfer to WFD all requests for information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a request for information;
  - (b) provide WFD with a copy of all information in its possession, or power in the form that WFD requires within five (5) Working Days (or such other period as WFD may specify) of WFD's request; and
  - (c) provide all necessary assistance as reasonably requested by WFD to enable WFD to respond to the request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 10.5 WFD shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the commercially sensitive information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA, the Environmental Information Regulations and associated codes of practice.
- 10.6 In no event shall the Grantee respond directly to a request for information unless expressly authorised to do so by WFD.
- 10.7 The Grantee acknowledges that WFD may, acting in accordance with any code of practice issued pursuant to Section 45 of FOIA (the "**Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Grantee or the Project:

- (a) in certain circumstances without consulting the Grantee;
- (b) following consultation with the Grantee and having taken their views into account;
- (c) provided always that where Clause 10.7(a) applies WFD shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Consultant advanced notice, or failing that, to draw the disclosure to the Grantee's attention after any such disclosure.

10.8 The Grantee shall ensure that all information is retained for disclosure in accordance with this Clause 10 and shall permit WFD to inspect such records as requested by WFD from time to time.

10.9 The Grantee shall comply with any relevant obligations arising under the Official Secrets Acts 1911 to 1989.

## **11 Data Protection**

11.1 Each Party shall comply with any Data Protection Legislation relating to data protection applicable in the UK when processing any information relating to an identifiable person who can be directly or indirectly identified ("**Personal Data**") relating to this Agreement.

11.2 The Grantee confirms that, in the event that the Grantee acts as a data processor for WFD in the course of implementing this Agreement, the Grantee shall:

(a) only process Personal Data on the documented instructions of WFD, unless required to process that Personal Data for other purposes by any applicable law;

(b) inform WFD if, in its opinion, WFD's instructions would be in breach of any applicable law or the terms of this Agreement;

(c) cooperate in good faith with WFD to adopt any safeguards that become available, in the event of the UK's EU-exit, to secure the transfer of personal data from an EU-based data processor to a UK-based data controller.

(d) assist WFD, at WFD's cost, to respond to and fulfil requests from individuals exercising their rights under applicable law;

(e) assist WFD, at WFD's cost, to conduct privacy impact assessments (and any related consultations) where required under applicable law; and

(f) upon cessation of the provision of any activities under this Agreement, the Grantee shall (i) cease immediately to process any of the Personal Data connected with the provision of the activities which are not required for the continued provision of any remaining activities; (ii) promptly return all Personal Data as requested by WFD; and (iii) thereafter destroy all copies of the Personal Data in accordance with WFD's instructions and certify the same to WFD in writing (unless otherwise required by applicable law).

11.3 At the request of WFD, the Grantee shall provide evidence of its compliance with this Clause 11 and allow WFD to audit that compliance (either by itself or by using an auditor nominated by WFD).

- 11.4 The Grantee shall not transfer Personal Data outside of the UK unless it has a justifiable basis for that transfer. The Grantee shall inform WFD of that transfer and, where necessary, the documented instructions of WFD shall be updated with details of that transfer.
- 11.5 The Grantee shall implement appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. That shall include:
- (a) ensuring any of its employees or agents or other persons to whom it provides access to Personal Data are obliged to keep it confidential;
  - (b) the use of pseudonymisation and encryption of Personal Data, where appropriate;
  - (c) measures to ensure the ongoing confidentiality, integrity, availability and resilience of the Grantee's systems and services, where appropriate;
  - (d) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident, where appropriate;
  - (e) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing of Personal Data, where appropriate; and
  - (f) assisting WFD to comply with its own data security obligations under applicable law.
  - (g) The Grantee shall notify WFD without undue delay should it become aware of a security breach affecting Personal Data.

## 12 Force Majeure

- 12.1 The Parties acknowledge and agree that, for the purposes of this Agreement: "**Force Majeure**" shall mean any substantial change of circumstances since the Project began beyond the reasonable control of a party and which makes that party's performance of its obligations under this Agreement impossible or so impractical as to be considered effectively impossible in the circumstances.
- 12.2 The Parties further acknowledge that a "**Force Majeure Event**" includes, but is not limited to:
- (a) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power or civil war;
  - (b) strike, lock-out, riot, commotion or disorder (unless due to the Partner's actions);
  - (c) change of law; and
  - (d) earthquake, flood, tempest and other natural disasters.
- 12.3 If either party considers that a Force Majeure Event has occurred which may affect the performance of its obligations under this Agreement, it shall notify the other party as soon as possible and in any event within 10 days after it should reasonably have become aware of the commencement of such circumstances (a "**Force Majeure Notice**"). Such Force Majeure Notice shall include full and detailed particulars of such circumstances and their effect, including the anticipated delay in the performance of this Agreement.
- 12.4 Upon the issue of a Force Majeure Notice and with the other party's consent, which shall not be unreasonably withheld, the issuing party shall be excused from performing its obligations under the Agreement for the duration of the Force Majeure Event. If the Force

Majeure Event continues for more than two months, WFD may terminate this Agreement forthwith. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination. All money due up to such time under this Agreement shall be paid and, in particular, WFD shall pay to the Grantee all arrears of sums due under the terms of this Agreement, or the Grantee shall return unspent monies to WFD.

12.5 The Grantee shall promptly notify WFD of any event that arises, which triggers or may trigger Clause 12.1 above.

### **13 Termination**

13.1 Without prejudice to any other rights or remedies which WFD may have, WFD may terminate this Agreement without liability to the Grantee immediately on giving notice to the Grantee if:

- (a) the Grantee is unable to implement the Project for a continuous period of 30 days;
- (b) the Grantee does or says anything which may bring WFD and/or WFD's clients and/or Funder into disrepute;
- (c) the Grantee becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or firm) becomes subject to an administration order or goes into liquidation or the Grantee ceases, or threatens to cease, to carry on business;
- (d) the standard of Project delivery or conduct of the Grantee is found by WFD in its sole discretion to be unsatisfactory;
- (e) In the event of serious or persistent misconduct by the Grantee or the Grantee's staff, personnel or contractors;
- (f) the Grantee is in material breach of its obligations under this Agreement;
- (g) the Grantee is in breach of its obligations under this agreement and fails to remedy such breach (where the breach is capable of remedy) within 14 days of written request;  
or
- (h) WFD's donor withdraws approval for the Services of the Grantee; and/or
- (i) The relevant funding agreement between WFD and the Funder in respect of which the Project is required is terminated or amended for any reason.
- (j) It is required in order to comply with applicable laws or requirements of regulatory authorities.

13.2 On termination of this agreement, the Grantee shall promptly deliver up any property of WFD which is in its possession, custody, or control.

13.3 The termination of this agreement shall not affect any rights or obligations of either party which have accrued as at that date.

13.4 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

13.5 Either party may give notice in writing to the other terminating this Agreement with immediate effect if:

- 13.5.1 the other party commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied (and where such breach is not capable of

remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect);

13.5.2 an order is made or a resolution is passed for the winding-up of the other party or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the other party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/ or manage or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or

13.5.3 the other party ceases, or threatens to cease, to carry on business.

13.6 WFD shall be entitled to terminate this Agreement at any time (a) in the event that WFD determines, at its sole discretion, that the Grant, Project or the actual or alleged conduct of the Grantee risks an adverse impact on WFD's reputation or that of the Funder, or (b) by serving one month's written notice on the Grantee if its funding for the Project is likely to be withdrawn or cease.

13.7 In any circumstances where WFD has the right to terminate this Agreement it may instead, by serving written notice on the Grantee, suspend the Project for a reasonable period.

13.8 The termination of this agreement shall not affect any rights or obligations of either party which have accrued as at that date.

13.9 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

## **14 Assignment**

14.1 The Grantee shall not, without the prior written consent of WFD, assign, transfer, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under this Agreement.

## **15 Third Party Rights**

15.1 This Agreement does not create any rights or benefits enforceable by any person not a party to it, except a person who under clause 14 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.

## **16 Audit**

16.1 The Grantee will fully co-operate with and assist WFD in meeting its audit and regulatory requirements by providing access for WFD, the Funder, their internal auditors (which shall include, for the purposes of this Agreement WFD's internal audit, security and operational risk functions), their external auditors (including the Comptroller & Auditor General) or any agents appointed by WFD and/or the Funder or their regulators (or any person appointed by such body) to conduct appropriate reviews and inspections of the activities and records of the Grantee (and to take copies of records and documents and interview members of the Grantee's Team) relating to the Grant and the Project. The Grantee shall maintain all records

relating to this Agreement (including, without limitation, records relating to the Grant and the Project) for a period of seven (7) years following the year in which the Project is completed.

- 16.2 The Grantee shall bear its own cost in relation to any reasonable number of audits carried out by WFD and/or the Funder, if applicable. Where any audit reveals any breach or non-compliance by the Grantee, the Grantee shall also bear the costs of WFD and/or the Funder carrying out such audit.

## **17 Governing Law and Dispute Resolution Procedure**

- 17.1 This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.
- 17.2 Subject to the remainder of this clause 17, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement or its subject matter.
- 17.3 In the event that any claim or dispute arises out of or in connection with this Agreement, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 10 working days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause 17.3, either party may commence proceedings in accordance with clause 17.2.
- 17.4 Nothing in this clause 17 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Agreement or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.

## **18 Equal Opportunities**

- 18.1 The Grantee shall ensure that it does not, in delivering the Project under this Agreement, discriminate against any person based on their characteristics, including gender, race, ethnicity, or religion. Further, the Grantee acknowledges and agrees that they are subject to a general obligation to take reasonable steps to contribute to a reduction in gender inequality in the context of the Project.
- 18.2 The Grantee shall comply with any policies or guidelines included in WFD Requirements or the Funder Requirements.

## **19 Publicity**

- 19.1 The provisions of this clause 17 shall apply unless specifically varied by the WFD Requirements or the Funder Requirements.
- 19.2 The Grantee shall:
- 19.2.1 obtain WFD's prior written consent to all promotional activity, public statements or press releases issued by the Grantee or on the Grantee's behalf in relation to the Project or any aspect of it;

- 19.2.2 where requested to do so by WFD, acknowledge the award of the Grant by WFD (and, where applicable, the Funder) in any publicity about the Project; and
- 19.2.3 incorporate WFD's logo (and that of the Funder or other donor where applicable) in all marketing materials in accordance with WFD's visual identity guidelines for the Project (being such guidelines as shall be notified in advance to the Grantee) and will not use WFD's logo for any other purpose whatsoever.

## **20 WFD's Name**

- 20.1 The Grantee shall not during or after the term of this agreement use WFD's name or logo or make any public statement about WFD without WFD's prior written consent, or do anything which may in any way:
  - (a) cause harm of any kind to WFD;
  - (b) damage, jeopardise or adversely affect the goodwill, name, image or reputation of WFD; or
  - (c) bring WFD into disrepute anywhere in the world.
- 20.2 The Grantee shall not assume, create or incur any liability or obligation on behalf of WFD (and acknowledges that it has no right to do so) except as specifically authorised by WFD in writing.
- 20.3 The Grantee shall not at any time after the termination or expiry of this agreement, either personally or by an agent, directly or indirectly, represent itself as being in any way connected with or interested in the business of WFD.
- 20.4 The Grantee's obligations under Clauses 20.1-20.3 above apply equally to WFD's Funder as to WFD.

## **21 General**

- 21.1 Subject to clause 7, no variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 21.2 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 21.3 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and neither party shall incur any expenditure in the name of or for the account of the other.
- 21.4 Notice given under this Agreement shall be in writing, sent for the attention of the person, and to the address, given in the Special Terms (or such other address or person as the relevant party may notify to the other party) and shall be delivered either:
  - 21.4.1 personally;
  - 21.4.2 by courier;
  - 21.4.3 by pre-paid, first-class post; or

21.4.4 by recorded delivery.

- 21.5 A notice is deemed to have been received: if delivered personally, at the time of delivery; in the case of pre-paid first class post, recorded delivery or courier, 48 hours from the date of posting. If deemed receipt under this clause 21.5 is not within working hours the notice will be deemed to be received at the commencement of normal working hours on the first working day following delivery. To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.
- 21.6 The Grantee undertakes and warrants that neither it nor the Grantee's staff, employees or sub-contractors have any conflict of interest nor have offered, given or agreed to give, nor shall offer or give or agree to give to any person, company or firm any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do anything in relation to the obtaining of this Agreement or the execution of the Grantee's obligations under this Agreement or for showing or forbearing to show favour or disfavour to any person, company or firm in relation to this Agreement.
- 21.7 The Grantee agrees to comply with all applicable laws in any jurisdiction in which the Grant is made, received or used and in which the Project takes place or to which the Project relates.

## ANNEX 1: WFD and International IDEA - BUDGET

**Project:** Supporting the implementation and continuous improvement of the AGORA Portal for Parliamentary Development

**Total Funding in GBP** **10.000 GBP**

**For the period 01 March - 31 December 2020**

Line	Budget line description		GBP	EURO*
1,0	Project Coordination		9.346	10,165
1.1	Part Time - AGORA Portal Coordinator**		9.346	10.165
	<b>SUB TOTAL</b>		<b>9.346</b>	<b>10.165</b>
2.	Indirect Programme Support Costs (7%)		654	712
	<b>TOTAL</b>		<b>10.000</b>	<b>10.877</b>

### Notes

\* GBP Contribution estimated in EURO based on exchange rate of 1,08766 1,08766

\*\* Contribution expected to cover up to four months of fees

## Annex A: WFD's Safeguarding Policy

### Our values and principles

**Child** abuse is when anyone under 18 years of age is being harmed or isn't being looked after properly. Abuse can also be directed at vulnerable adults. **Vulnerable adults** are those aged 18 years or more who either identify themselves as unable to take care of themselves or protect themselves from harm or exploitation, or due to their gender, age or physical illness, mental health, learning or physical disabilities, as well as disasters and conflicts, and who are unable or unwilling as a result to identify themselves as vulnerable or subject to abuse, but are deemed at risk, because they are or may be unable to take care of themselves or protect themselves from harm or exploitation. **Vulnerable adults may include employees, contractors, and/or beneficiaries.**

The abuse can be physical, sexual, emotional or neglect. The abuse and exploitation of children and vulnerable adults happens in all countries and societies across the world. Abuse towards children and vulnerable adults is never acceptable.

It is expected that all who work with WFD are committed to safeguard children and any vulnerable individuals whom they employ or are in contact with.

### What we do

WFD is committed to safeguard children and vulnerable individuals through the following means:

**Awareness:** Ensuring that all staff and those who work with WFD are aware of the problem of child and vulnerable person abuse and the risks to children and vulnerable adults.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with WFD minimise the risks to children and vulnerable adults.

**Reporting:** Ensuring that you are clear on what steps to take where concerns arise regarding the safety of children and vulnerable adults.

**Responding:** Ensuring that action is taken to support and protect children and vulnerable adults where concerns arise regarding possible abuse.

To help you clarify our safeguarding approach, we list here examples of the behaviour by a representative of WFD which are prohibited. These include but are not limited to:

1. Hitting or otherwise physically assaulting or physically abusing children or vulnerable adults.
2. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.

3. Developing relationships with children or vulnerable adults which could in any way be deemed exploitative or abusive.
4. Acting in ways that may be abusive in any way or may place a child or vulnerable adult at risk of abuse.
5. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
6. Behaving physically in a manner which is inappropriate or sexually provocative.
7. Sleeping in the same bed or same room as a child or vulnerable adult or having a child/children or vulnerable adult with whom one is working to stay overnight at a home unsupervised.
8. Doing things for children or vulnerable adults of a personal nature that they can do themselves.
9. Condoning, or participating in, behaviour of children or vulnerable adults which is illegal, unsafe or abusive.
10. Acting in ways intended to shame, humiliate, belittle or degrade children or vulnerable adults, or otherwise perpetrate any form of emotional abuse.
11. Discriminating against, showing unfair differential treatment or favour to particular children or vulnerable adults to the exclusion of others.
12. Spending excessive time alone with children or vulnerable adults away from others.
13. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

In order that the above standards of reporting and responding are met, **this is what is expected of you:**

You should ensure that your staff are aware of the importance of good practice in safeguarding and have access to a whistleblowing facility.

If you or your staff are worried that a child or young person or a vulnerable adult is being abused or neglected or you are concerned about the inappropriate behaviour of an employee, or someone working with WFD, towards a child or young person or vulnerable adult, whether they are an employee or beneficiary, then you are obliged to:

- act quickly and get help
- support and respect the child or vulnerable adult
- where possible, ensure that the child or vulnerable adult is safe
- contact your WFD manager and/or the WFD Director of Operations & Company Secretary, Chris Lane, at [chris.lane@wfd.org](mailto:chris.lane@wfd.org) with your concerns immediately
- keep any information confidential to you and the manager.

If you want to know more about WFD's Safeguarding Policy, then please contact your WFD representative.

# Annex B: WFD's Anti-Corruption, Bribery and Fraud Policy

## Our values and principles

WFD does not allow any partner, supplier, sub-contractor, agent or any individual engaged by WFD to behave in a corrupt manner while carrying out WFD's work.

## What we do

WFD is committed to preventing acts of fraud, bribery and corruption through the following means:

**Awareness:** Ensuring that all staff and those who work with WFD are aware of the problem of fraud and bribery and corruption.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with WFD minimise the risks of fraud and bribery and corruption.

**Reporting:** Ensuring that all staff and those who work with WFD are clear on what steps to take where concerns arise regarding allegations of fraud and bribery and corruption.

**Responding:** Ensuring that action is taken to support and protect assets and identifying cases of fraud and bribery and corruption.

To help you identify cases of fraud and bribery and corruption, behaviour which amounts to corruption includes but is not limited to:

- a) Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.
- b) Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual's conduct in any way.
- c) Receiving or Paying a so-called 'Grease' or 'Facilitation' payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.
- d) Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.
- e) Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.
- f) Receiving a so-called 'Kickback' Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.
- g) Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.
- h) Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

In addition, fraud takes place whenever a staff member or someone WFD is working with acts dishonestly and does something with the intention of making a gain for themselves or causes someone else a loss.

In order that the above standards of reporting and responding are met, **this is what is expected of you:**

You have a duty to protect the assets of WFD from any form of fraud or corruption. Furthermore, you must immediately inform your WFD representative and/or the WFD Director of Operations. Failure to report will be treated as serious and may result in termination of any agreement with WFD.

You are obliged to:-

- act quickly and get help
- encourage your own staff to report on bribery and corruption
- contact your WFD representative and/or the WFD Director of Operations & Company Secretary, Chris Lane, at [chris.lane@wfd.org](mailto:chris.lane@wfd.org) with your concerns immediately
- keep any information confidential to you and the representative.

Attempted corruption is as serious as the actual acts and will be treated in the same way under this policy.

If you want to know more about the Anti-Fraud, Bribery and Corruption Policy then please contact your WFD representative.

# Annex C: WFD's Anti-Terrorism Policy

## Our values and principles

WFD requires that all partners, suppliers, sub-contractors, agents or individual engaged by WFD complies with all laws, including, specifically, the laws of the United Kingdom, the European Union and the United Nations, as well as any other applicable legal or regulatory requirements, such as local laws.

WFD condemns terrorist acts and those who promote and fund such activities.

## What we do

WFD is committed to preventing acts of terrorism through the following means:

**Awareness:** Ensuring that all staff and those who work with WFD are aware of the problem of terrorism.

**Prevention:** Ensuring that WFD funds and/or resources are not used to support terrorism.

**Reporting:** Ensuring that action is taken to report any known or suspected acts of terrorism, or connections between WFD partners and terrorist organisations.

**Responding:** Ensuring that action is taken to prevent terrorism or the support of terrorism.

To help you identify cases of terrorism being support, behaviour which must be reported includes but is not limited to the belief or suspicion that WFD staff or a third party:

- has sought to raise funds or secure property for the purposes of terrorism;
- has received funds or property for the purposes of terrorism;
- is providing funds or property to another with the intention or suspicion that it is to be used for the purposes of terrorism;
- uses or possesses any money or property for the purposes of terrorism; and/or
- becomes concerned in an arrangement relating to such matters above;

In order that the above standards of reporting and responding are met, **this is what is expected of you:**

You have a duty to protect WFD from involvement in any form of terrorist activity. Furthermore, you must immediately inform your WFD representative and/or the WFD Director of Operations. Failure to report will be treated as serious and may result in termination of any agreement with WFD.

You are obliged to:-

- act quickly and get help
- encourage your own staff to report on terrorist activity
- contact your WFD representative with your concerns immediately and/or the WFD Director of Operations & Company Secretary, Chris Lane, at [chris.lane@wfd.org](mailto:chris.lane@wfd.org)
- keep any information confidential to you and the WFD representative.

There is no minimum amount for an incident to be reportable. If you want to know more about the WFD Anti-Terrorism Policy, then please contact your WFD representative.

## Annex D: Procurement Policy

### Our values and principles

All procurement activities carried out by WFD's suppliers must be:

- **Fair** – treating all sub-contractors or other suppliers/potential suppliers equally throughout all procurement activities.
- **Transparent** to all parties involved. All steps in the procurement process must be documented appropriately to provide a clear audit trail, evidencing decisions made.
- **Compliant** with requirements of donors as well as any relevant legislation.
- **Ethical** - Procurement activity must not support organisations involved in criminal activity such as fraud, corruption, forced labour (modern slavery) and other human rights abuses. Due diligence should be carried out on potential sub-contractors, suppliers, and business relationships responsibly managed with appropriate action being taken where unethical practices come to light.
- **Value for Money** - defined using 3 E's: Economy – best value, Efficiency – maximising outputs, Effectiveness – outputs deliver the desired outcome(s).

### What we do

WFD applies the following tiered approach to procurement:

Estimated value	Procurement method
Up to £100	Petty cash (cash & receipt process)
£101- £1,000	Single quote process – written
£1,001 - £3,000	Informal three quote process – minimum of 3 written quotations
£3,001 - £15,000	Formal three quote process – minimum of 3 written quotations based on a written specification of requirements
£15,001 and above	Formal sealed tender process with 3 to 6 bidders

In order that the above standards are met, **this is what is expected of you:**

- You should apply the same tiered approach to any procurement of sub-contractors or suppliers associated with the Services; and

- Secure prior approval from your WFD representative or WFD's Director of Operations & Company Secretary, Chris Lane, on \_\_\_\_\_, for any waivers of WFD's Procurement Policy and approach.