

## **Terms of Reference**

Development of Learning Proficiency Framework (LPF) South Sudan 2025

**April 2025**

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## 2. PROJECT SUMMARY

<b>Type of Evaluation</b>	Final Evaluation
<b>Name of the Project</b>	ECW Multi Year Resilience Program (MYRP)
<b>Project Start and End Dates</b>	12 <sup>th</sup> May 2025 – 12 <sup>th</sup> July 2025
<b>Project Duration</b>	2 months
<b>Project Locations:</b>	Upper Nile, Jonglei, Northern Bar Ghazel, Unity, Lakes, Warrap States and, Ruweng and Boma Administrative Areas
<b>Thematic Areas</b>	Education in Emergencies (EiE).
<b>Sub-themes</b>	Basic education
<b>Donor</b>	Education Can't Wait (ECW)
<b>Overall Objective of the Project</b>	The most vulnerable crisis-affected girls and boys, including adolescents and those with disabilities, have equitable and uninterrupted access to safe and protective, quality learning opportunities

### 3. BACKGROUND AND INTRODUCTION

The Ministry of General Education and Instruction (MOGEI) of South Sudan, in collaboration with education partners, is committed to enhancing the quality and accessibility of education for all children across the country. Recognizing the ongoing challenges and transitions in education of South Sudan, developing and implementing a Learning Proficiency Framework for South Sudan is a need, such a framework should provide;

- A clear standard with clearly defined statements of what learners should know and be able to do
- Proficiency levels with a set of defined levels that describe the progression of learners, from novice/beginner to advance
- Assessment criteria with specific criterion for evaluating learners' performance and determine their proficiency levels
- Performance description with detailed description of the knowledge, skills and behaviors expected at each proficiency level.

It is important though to recognize the fact that achieving the above will require deliberate efforts to address obstacles to the implementation of the current national competence-based curriculum which has been affected by the effect of disaster and climate change resulting into low transition rates in addition to other factors like;

- Limited relevance to different needs and contexts of South Sudan.
- Limited inclusivity with limited opportunities to incorporate and address the needs of marginalized groups, such as girls, children with disabilities, and those from diverse linguistic and cultural backgrounds.
- Insufficient emphasis on skills development with much emphasis on practical skills development as opposed to theoretical knowledge
- Over emphasis on traditional, didactic teaching methods rather than more interactive and learner-centered approaches.
- Inadequate use of technology to support teaching and learning as well as little support for teachers, including training, resources, and mentoring.
- Reliance heavily on summative assessments, rather than formative and diagnostic assessments coupled with limited assessment tools
- Limited M&E and feedback mechanisms that hardly provide sufficient opportunities for feedback and reflection.
- Limited provisions for adequately engaging with local communities, including parents, elders, and other stakeholders.

Addressing the above limitations and challenges requires a collaborative effort from the government, national education stakeholders, and international partners to develop and implement a comprehensive Learning Proficiency Framework.

The MOGEI is committed to improving the quality of education for all learners across the country. A key element in achieving this goal is the development of a robust **Learning Proficiency Framework (LPF)** for South Sudan. This LPF will serve as a comprehensive guide that outlines the expected learning outcomes for learners from Grade 1-3. It will define the knowledge, skills, and attitudes that learners should acquire as they progress through their education as well as standards for measuring or assessing proficiency in the learning outcomes with a focus on reading, writing, numeracy and Socio emotional learning This will additionally help partners to effectively report on SDG 4.1.1 (Proportion of children and young people in grades 2/3 achieving at least a minimum proficiency level in (i) reading and (ii) mathematics/numeracy, by sex).

The development of the LPF will be a collaborative effort involving the MoGEI, education stakeholders, and technical experts. This Terms of Reference (ToR) document outlines the scope, objectives, methodology, and timelines for the development process. It will help the MOGEI and partners to identify a consultant (firm / individual) to support in the development of required document.

## 4. SCOPE OF THE ASSIGNMENT

### 4.1 Purpose of Developing Learning Proficiency Framework

The education system in South Sudan is undergoing a critical period of development following decades of conflicts. Understanding the current context is essential for crafting a Learning Proficiency Framework (LPF) that is relevant and achievable.

Key characteristics of the education system include:

- **Structure:** The system follows an 8 + 4 + 4 model, with eight years of primary education, four years of secondary education, and four years of university education.
- **Language of instruction:** Pre-primary -P3, National languages of Bari, Dinka, Nuer, Toposa and Zande and English for subsequent levels.
- **Challenges:** The system faces significant challenges, including a shortage of qualified teachers, limited access to learning materials, climate changes, and a high number of out-of-school children, particularly girls. The following are major challenges:
  1. **Quality of Learning:** With a curriculum that needs updating, access challenges, inappropriate school infrastructure, and a lack of trained teachers. The learner-to-teacher ratio is extremely high, and many educators lack formal qualifications.
  2. **Gender Disparity:** Girls are especially disadvantaged. Cultural norms, poverty, and child marriage all contribute to significantly lower enrollment rates for girls compared to boys.
  3. **Relentless Violence and Conflict:** Years of civil war have devastated infrastructure, displaced communities, and created a general sense of insecurity, making it difficult for children to attend school regularly living in trauma in absence of mental health psychosocial support.
  4. **Climate Change:** Climate change is throwing a brutal curveball at education in South Sudan. Extreme weather events, particularly flooding, are displacing families and forcing children out of school. Damaged or destroyed school buildings add to the woes. This disruption in education not only hinders their learning but also exposes them to risks like child labor and violence.
  5. **Poverty:** Many families struggle to meet basic needs for food and shelter, leaving little room to prioritize education.

6. **Teacher Shortages and Lack of Resources:** The education system suffers from a severe shortage of qualified teachers, particularly those with English language proficiency, and a lack of essential supplies and learning materials.
7. **Disparities:** Access to quality education varies greatly across regions and between urban and rural areas. Access also varies among the different segments of the population like the returnees, refugees and host communities.
8. Other challenges include the absence of learning proficiency policies and legal frameworks as well as lack of regional and international large scale learning assessment systems such as : Uwezo, Alive, SACMEQ and PIRL which makes it hard for learning proficiency in South Sudan to be compared, either regionally or globally.

Despite the challenges highlighted above, the South Sudanese Government, Ministry of General Education and Instruction, national organizations particularly CSOs and international humanitarian organizations are working to improve the education sector. The government's National Education Plan emphasizes expanding access, reducing inequities, and improving the quality of teaching.

International organizations, such as Save the Children, ECW, UNICEF, USAID, GESS, and the Global Partnership for Education, are also playing a crucial role. They provide resources, training for teachers, and support for programs that aim to increase enrollment, particularly among girls. Efforts to improve the situation are underway, with international aid and development agencies working alongside the government to rebuild educational facilities, train teachers, and provide learning materials. However, these efforts are frequently hindered by insecurity, climate changes and logistical challenges. The introduction of alternative education systems, such as community-based schools and radio instruction programs, aims to reach children in remote or conflict-affected areas.

In conclusion, while there are significant hurdles to overcome, there is also a strong commitment from various stakeholders to improve the education system in South Sudan. The consultant therefore must consider these multifaceted challenges as they work towards establishing a resilient and inclusive Proficiency framework for all South Sudanese children. Developing a contextualized LPF will be crucial for its successful implementation and positive impact on education outcomes in South Sudan.

In this regard, the LPF development process MUST ensure that the framework:

- Is aligned with the current education structure of South Sudan.
- Recognizes the importance of language proficiency of lower primary (P1-3, National languages of Bari, Dinka, Nuer, Toposa and Zande and English).
- Addresses the specific needs and challenges of the South Sudanese education system.
- Promotes equity in assessing the quality of education for learners across all levels
- Integrates technology integration like ICT skills, Blended learning, EMIS and digital literacy
- Recognizes teachers support and professional development policy/framework especially teachers' training and professional development
- Aligns with existing mechanisms for assessment and evaluation
- Recognizes the contemporary skills and competencies like critical thinking and problem solving, communication and collaboration, creativity and innovation
- Promotes inclusion and diversities

- Promotes Learning theories and pedagogies emphasizing learner-centered learning
- Aligns with National and International education standards

## 4.2 Objectives

This will be achieved through the following specific objectives:

- To establish clear and measurable learning outcomes for learners of grade 1-3 of the education system in South Sudan.
- To ensure consistency and coherence across the curriculum framework, assessment practices, and teacher training programs.
- To provide a framework for monitoring and evaluating the quality of education in South Sudan.
- To promote the development of essential life skills and 21st-century competencies.
- To enhance transparency and accountability in the education system by clearly articulating what learners are expected to learn at each stage.
- To guide the development of new curriculum materials and instructional resources.
- To inform the design of professional development programs for teachers.

## 5. METHODOLOGY

The development of the Learning Proficiency Framework (LPF) for South Sudan will be a consultative and inclusive process involving a range of stakeholders. The following methodology will be employed:

### 5.1. Review of Existing Frameworks:

- A comprehensive review of existing national and international learning proficiency frameworks will be conducted. This should involve analyzing frameworks from countries with similar contexts and those recognized for strong learning outcomes.
- The review should identify best practices and lessons learned that can inform the development of the South Sudanese LPF.

### 5.2. Stakeholder Consultations

- Extensive consultations will be held with a broad range of stakeholders, including:
  - Representatives from the Ministry of Education and General Instruction at all levels (National, State, County, Payam).
  - Curriculum developers and subject matter specialists.
  - Teachers, school administrators, National Teacher Training Institutes and education professionals.
  - Parents, learners, and civil society organizations (Cluster Education Partners).
  - Development partners and education experts.
- These consultations will gather feedback on learning priorities, expectations, and challenges within the South Sudanese education system in relation to the learning outcomes and proficiency framework.

### 5.3. Development of Learning Outcomes

- Based on the review and consultations, the consultant will lead a core team of experts that will develop clear and measurable learning outcomes for each level of the education system.
- These outcomes will define the knowledge, skills, and attitudes that learners are expected to demonstrate at each grade.
- The framework will consider both subject-specific content and essential life skills like critical thinking, problem-solving, and communication.

#### 5.4. Validation and Refinement

- The draft LPF will be presented to a wider group of stakeholders for validation and feedback.
- This feedback will be used to refine the framework and ensure it is comprehensive, relevant, and achievable within the South Sudanese context.

#### 5.5. Pilot Testing and Implementation

- The LPF will be piloted in a selected number of schools to assess its effectiveness and identify any potential challenges.
- Based on the pilot results, the framework may be further refined before being rolled out nationally.

The methodology will ensure the LPF is evidence-based, reflects the priorities of stakeholders, and is suitable for the South Sudanese education system.

## 6. SAFEGUARDING AND ETHICAL PROTOCOLS

The consultant will adhere to the highest ethical standards to implement consultancy according to set protocols for safeguarding, ethical review approvals.

## 7. EXPECTED DELIVERABLES

The consultant will be responsible for delivering the following within the specified timeframe:

1. **Comprehensive Review Report:** This report will document the findings from the review of existing national and international learning proficiency frameworks. It will identify best practices and lessons learned that inform the South Sudanese LPF.
2. **Consultation Reports:** Detailed reports will be compiled summarizing the key findings and recommendations from consultations with various stakeholders. These reports will capture the diverse perspectives and priorities within the education system.
3. **Learning Proficiency Framework Document including the assessment tools:** The core deliverable will be a well-defined Learning Proficiency Framework for South Sudan. This document will clearly articulate the expected learning outcomes for learners at each level of the education system. It will outline the knowledge, skills, and attitudes that learners are expected to acquire as they progress through their education.
4. **Implementation Plan:** A comprehensive plan will be developed outlining the strategies for implementing the LPF nationwide. This plan will address capacity building needs, resource allocation, communication strategies, and monitoring and evaluation frameworks.

In addition to these core deliverables, the project may also produce:

- **Stakeholder Engagement Materials:** These materials may include presentations, reports, or fact sheets that communicate the LPF effectively to various audiences.
- **Pilot Testing Reports/tools:** Reports will be generated summarizing the findings from piloting the LPF in selected schools. These reports will inform any necessary refinements before national implementation.

The deliverables will be presented in a clear, concise, and user-friendly format to ensure accessibility and understanding for all stakeholders.

## 8. STUDY MANAGEMENT

### 8.1 Consultancy Requirements

- Proven experience in developing learning proficiency framework in developing countries.
- The team/firm to have a high level of technical knowledge and understanding of approaches to Education in Development and Emergencies and the application of the INEE Minimum Standards.
- Expertise in curriculum development, assessment practices, and educational research.
- Experience in working collaboratively with government ministries, education stakeholders, and technical experts.
- A good understanding of the South Sudan context, similar experience of South Sudan will be preferred.
- The consultant team/firm will be working with in close coordination with an advisory group drawn from Ministry of General Education and Instruction, UN Agency and NGO representatives in the education sector through the Knowledge, Evidence, Research and Learning Technical Working Group. Hence critical skills in coordination and effective communication will be required for the role.
- **Ethics and Child Safeguarding approaches:** applicants are required to set out their approach to ensuring complete compliance with international good practice with regards to research ethics, protocols, safeguarding of children and compliance to set guidelines.

### 8.2 Team composition

- Curriculum development specialist
- Learning assessment specialist
- Subject-matter specialists (covering key learning areas)
- Education policy and planning expert
- Stakeholder engagement and communication specialist

## 9. STUDY TEAM AND SELECTION CRITERIA

The evaluation will be led by an independent external consultant. Save the Children will provide required support throughout the assessment period.

## 10. APPLICATION PROCESS AND REQUIREMENTS

- A detailed technical proposal outlining the proposed methodology, work plan, and team composition, relevant experience, leadership of the assignment, required language competency and costed Budget.
- Samples (2-4) of previous related assignments specifically on Learning Proficiency Framework. It will also be critical to outline the qualifications of the proposed technical team/s that will engage in undertaking the assignment.
- Evidence of strong analytical, presentation, coordination, and reporting skills.
- Financial proposal outlining the proposed budget for the consultancy.

## 11. SCHEDULE OF PAYMENT

The consultant will receive payment in three instalments:

- After the approval of the inception report = 30%
- After submission of the all the deliverables draft version = 40%
- After deliverables are approved = 30%

## 12. REPORTING

- The consultant will submit regular progress reports to the MOGEI and MYRP throughout the process. All final deliverables will be presented in a clear, concise, and easy-to-understand format.

## 13. HOW TO APPLY

Any Competent expert, consultancy firms, organizations, or institutions are encouraged to apply or submit their **technical** and **financial proposal**, a **fully filled out evaluation criteria form** annexed to the TOR to [SouthSudanTenders@savethechildren.org](mailto:SouthSudanTenders@savethechildren.org) no later than 8<sup>th</sup> May 2025 to [SouthSudanTenders@savethechildren.org](mailto:SouthSudanTenders@savethechildren.org) with Subject Title **“Development of Learning Proficiency Framework (LPF) South Sudan 2025”**.

## Annex I

### Evaluation Criteria:

#### Essential Criteria

Criteria, which bidders must meet in order to progress to the next round of evaluation. If a bidder does not meet any of the Essential Criteria, they will be excluded from the tender process immediately. These criteria are scored as 'Pass' / 'Fail'.

#### Capability Criteria- (50%)

Criteria used to evaluate the bidder's ability, skill and experience in relation to the requirements. Bids will be evaluated against the same pre-agreed Criteria. Capability score at **Proposal review scored out of 25% then Presentations/Oral interview out of 25%.** Only bidders who successfully pass the proposal review will be invited for interviews/presentation.

#### Sustainability Criteria - (10%)

Criteria used to evaluate the impact a supplier has on the environment, local economy and community. Bids will be evaluated against the same pre-agreed Criteria.

#### Commercial Criteria – (40%)

Criteria used to evaluate the commercial competitiveness of a bid. Bids will be evaluated against the same pre-agreed Criteria.

(Best offer) Bid values will be compared to determine the relative competitiveness of each bid. The best acceptable bid will be scored 40 points and the rest will be calculated using the formula below.

Commercial criteria score=  $\{(100\% \times \text{Lowest bid value}) / (\text{Current value bid})\} \times 0.4$

### SECTION 1 - ESSENTIAL CRITERIA

**INSTRUCTIONS** – Bidders are required to complete all sections of the below table.

Item	Question	Bidder Response	
		Yes / No	Comments / Attachments
1	<b>MANDATORY CRITERIA:</b> Supplier accepts Save the Children's 'Terms and Conditions of Purchase' included in the last page of this evaluation criteria, and that any work awarded from this tender process will be completed under the same 'Terms and Conditions of Purchase'		
2	<b>MANDATORY CRITERIA:</b> The Supplier and its staff (and any sub-contractors used) agree to comply with SCI and the IAPG's policies and code of conducts listed below. 1) Child Safeguarding Policy		

	2) Anti-Bribery & Corruption Policy  3) Human Trafficking & Modern Slavery Policy  4) Protection from Sexual Exploitation and Abuse Policy  5) Anti-Harassment, Intimidation & Bullying Policy  6) IAPG Code of Conduct  7) Conditions of Tendering		
3	<b>MANDATORY CRITERIA:</b> The Supplier confirms it is not linked directly or indirectly to any terrorism related activity, and does not sell any Dual-Purpose goods / services that may be used in a terror related activity.	Yes / No	Comments / Attachments
4	<b>MANDATORY CRITERIA:</b> The bidder confirms they are not a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the United States of America or the European Union and accepts that SCI will undertake independent checks to validate this.	Yes / No	Comments
5	<b>MANDATORY CRITERIA:</b> The Supplier confirms it is fully qualified, licensed and registered to trade with Save the Children	Yes / No	Comments
	This includes the Supplier submitting the following requirements (where applicable):		

	- Legitimate business address		
	- Valid Tax registration number & certificate		
	Valid tax clearance/compliance Certificate		
	Valid Operating/Trading License		
	Valid certificate of incorporation(Include the renewals if applicable)		
6	For Individual Consultants, applicants must submit the following documents: - Copy of Passport 'data page' or National ID - Individual tax registration & proof of compliance - Curriculum Vitae(CV)		
<b>SECTION 2 - CAPABILITY/TECHNICAL EVALUATION CRITERIA</b>			
	<b>Criteria</b>	<b>Description/Narrative</b>	
1	Team composition	Expertise required in the team include;• <b>Curriculum development specialist</b> • <b>Learning assessment specialist</b> • <b>Subject-matter specialists (covering key learning areas)</b> • <b>Education policy and planning expert</b> • <b>Stakeholder engagement and communication specialist</b>	
2	Proven Experience in developing <b>Learning Proficiency Frameworks</b>	Proven experience in developing <b>Learning Proficiency Frameworks</b> in developing countries.	
3	Education in Emergencies	High level of technical knowledge on education in development and emergencies, including application of the INEE Minimum Standards.	

4	Curriculum & Assessment Expertise	Expertise in curriculum development, assessment practices, and educational research.	
5	Collaboration & Stakeholder Engagement	Experience working collaboratively with government ministries, education stakeholders, and technical experts.	
6	Communication & Coordination Skills	The consultant team/firm will be working with in close coordination with an advisory group drawn from Ministry of General Education and Instruction, UN Agency and NGO representatives in the education sector through the Knowledge, Evidence, Research and Learning Technical Working Group. Hence critical skills in coordination and effective communication will be required for the role.	
7	Ethics and Child Safeguarding approaches	Applicants are required to set out their approach to ensuring complete compliance with international good practice with regards to research ethics, protocols, safeguarding of children and compliance to set guidelines.	
<b>SECTION 3- SUSTAINABILITY CRITERIA</b>			
1	The bidder demonstrates experience and understanding of local context .This can be evidenced by the previous assignments carried out	The assessment team showcase their understanding and experience in the South Sudan education sector.	

## TERMS AND CONDITIONS OF PURCHASE

## PURCHASE ORDER

**1 Definitions and Interpretation**

These terms and conditions ("Conditions") provide the basis of the contract between the supplier ("Supplier") and Save the Children International (the "Customer") in relation to the validly issued purchase order ("Order") (the Order and the Conditions are together referred to as the "Contract"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Order.

**2 Quality and Defects**

2.1 The Goods and the Services shall, as appropriate:

- a) correspond with their description in the Order and any applicable specification;
- b) comply with all applicable statutory and regulatory requirements;
- c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;
- d) be free from defects in design, material, workmanship and installation; and
- e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

2.2 The Customer (including its representatives or agents) reserves the right at any time to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

**3 Compliance and Ethical Standards**

3.1 The Supplier shall commit to the Customer's zero tolerance approach towards sexual exploitation and abuse, harassment, sexual harassment, intimidation and bullying. The Supplier, and its suppliers and sub-contractors shall not in any way engage in any actual, attempted or threatened:

- a) sexual exploitation or abuse of a child or children, including but not limited to physical or emotional abuse, exploitation, neglect or any other form of maltreatment;
- b) sexual exploitation or abuse of adults in vulnerable populations, including but not limited to the Customer's adult beneficiaries, and the Customer's staff and representatives;
- c) sexual harassment, harassment, intimidation or bullying of the Customer's staff, representatives or of anyone you come into contact with while delivering the terms of this Contract.

3.2 The Supplier, its suppliers and sub-contractors, shall (a) observe the highest ethical standards, and shall comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation's international labour standards on child labour and forced labour) from time to time in force, (b) comply with the following Customer policies, which are annexed: Child Safeguarding; Protection from Sexual Exploitation and Abuse (PSEA); Anti-Harassment, Intimidation and Bullying; Fraud, Bribery and Corruption; and Human Trafficking and Modern Slavery (together the "Mandatory Policies"); and (c) act in relation to the Contract in accordance with the principles of the Inter-Agency Procurement Group Code of Conduct.

3.3 The Supplier, its suppliers and sub-contractors shall not in any way (a) engage in transactions with, or provide resources or support to armed groups, individuals and entities which are sanctioned, or individuals and organisations associated with terrorism, or otherwise be involved directly or indirectly in terrorism (b) be involved in the manufacture or sale of arms (c) have any business relations with governments for any war related purpose; or (d) transport the Goods/Services together with any military equipment.

3.4 The Supplier is taking reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.

3.5 The Supplier shall comply with all applicable sanctions, export control, embargo, or similar laws and regulations, including without limit those of the EU, the UK, the US and the UN ("Sanctions and Export Control Laws") and shall maintain policies and procedures designed to ensure continued compliance with the same. In particular, the Supplier will not make any funds or economic resources available, directly or indirectly, to or for the benefit of, any person or entity that is targeted by any Sanctions and Export Control Laws, and shall not do anything which would cause the Customer to be in breach of any Sanctions and Export Control Laws (including but not limited to supplying items from country of origin which would mean that any conceivable supply or use of these items would be restricted under the Sanctions and Export Control Laws). The Supplier shall require all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors to comply with this Condition. In particular, the Supplier shall obtain any licences, authorisations or permissions required under the Sanctions and Export Control Laws or other applicable laws that are required to export, import, supply, sell, transport, or broker any hardware, software, technology, support or assistance or service that is provided by or on behalf of the Supplier under this contract (including, but not limited to, obtaining any required export licences required for the export of goods by or on behalf of the Supplier to the Customer or its agents at the relevant delivery address), and shall further inform the Customer where any such hardware, software, technology, support or assistance or service provided is subject to controls or restrictions under the Sanctions and Export Control Laws and shall provide all relevant information that may be required by the Customer to apply for or obtain any further licences, authorisations or permissions.

3.6 In relation to Condition 3.5, the Supplier must ensure that it provides to the Customer the names and dates of birth of its key staff in order that the Customer can screen these names against sanctions lists, using the Customer's third party screening provider. Before providing the names to the Customer, the Supplier must ensure that all its key staff have been informed that their names will be provided to the Customer for screening using a third party provider, and, if necessary, the Supplier has sought their consent. The Supplier must ensure that it regularly checks its staff, suppliers and sub-contractors against sanctions lists and must immediately inform the Customer of any apparent correlation.

3.7 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies or Condition 8 (Supplier's Warranties), and shall inform the Customer of full details of any action taken in relation to the reported breach.

3.8 The Supplier shall cooperate with the Customer on any investigations into alleged breaches of the Mandatory Policies, including but not limited to inspection and access to documents and personnel related to the breach, suspected or attempted breach.

3.9 The Customer may provide training or materials to the Supplier on protecting children and vulnerable populations from sexual exploitation and abuse, and on anti-harassment, intimidation and bullying. The Supplier shall, at the Customer's request, share any training or materials with any contractor, employee or other agent of the Supplier who will come into direct contact with the Customer's personnel, beneficiaries or members of the vulnerable population, through the performance of the terms of this Contract.

3.10 The Supplier agrees to allow the Customer's employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information in electronic format, and including information regarding the Supplier's current and former personnel and other relevant personal data held by the Supplier, for the purpose of verifying compliance with the requirements of Condition 3. The Supplier shall ensure that, it has informed each person whose personal data is being provided to/accessed by any person or entity pursuant to this clause, of the information shared and the purpose of sharing such data before providing/allowing access to the data and, where necessary, obtained such person's consent.

**4 Delivery / Performance**

4.1 The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order and in either case during the Customer's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 4.1.

4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Supplier shall give the Customer reasonable written notice of the specified date.

4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Order.

4.4 Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms 2010 identified in the Order, or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery.

4.5 The Customer shall not be deemed to have accepted any Goods or Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.

4.6 The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.

**5 Indemnity**

The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Customer by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services.

**6 Price and Payment**

6.1 Payment will be made as set out in the Order and the Customer shall be entitled to off-set against the price set out in the Order all sums owed to the Customer by the Supplier.

6.2 All invoices provided under this Contract must be accurate and complete including a correct purchase order number. Where any invoice provided under this Contract is rejected by the Customer on the grounds that the invoice is inaccurate or incomplete including if the purchase order number is inaccurate or missing, the Supplier shall re-submit a corrected invoice upon the Customer's request. For the avoidance of doubt, correct invoices shall be payable within 45 days of receipt by the Customer.

**7 Termination**

7.1 The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.

7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if:

- a) the Supplier becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
- b) the Supplier is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer; or
- c) the Customer reasonably believes that the Supplier has breached (or if any of the Supplier's directors, officers, employees, affiliates, agents, suppliers and subcontractors) any Sanctions and Export Control Laws or has become directly or indirectly targeted under the same, or that continued performance of this Contract would otherwise be restricted by, or would put either party at risk of breaching, any Sanctions and Export Control Laws.

7.3 In the event of termination, all existing Orders must be completed.

**8 Supplier's Warranties**

8.1 The Supplier warrants to the Customer that:

- a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
- b) the Supplier, and all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors, are not themselves, and are not owned or controlled by any party that is, targeted by any Sanctions and Export Control Laws;
- c) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer;
- d) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances;
- e) none of its directors or officers or any of its employees have any interest in any supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any transaction or arrangement with the Customer; and
- f) information provided to the Customer are, and remain, complete and accurate in all material respects.

**9 Personal Data**

9.1 In addition to any obligation of confidentiality, the Supplier, as the entity or person which processes personal data on behalf of the controller (the "Processor"), shall ensure that in relation to any information relating to an identified or identifiable individual (data subject) as more particularly defined by operation of any applicable data protection legislation ("Personal Data"):

- a) it shall process such Personal Data only in accordance with the written instructions of the Customer (as the entity or person which determines the purposes and means of the processing of personal data, the "Controller") and only to the extent necessary for the purposes set out in this Contract;
- b) such Personal Data is processed and transferred in accordance with the applicable data protection laws, regulatory guidelines and industry standards;
- c) the Supplier has in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected; and

d) the Supplier has in place procedures so that any third party it authorises to have access to the Personal Data shall respect and maintain the confidentiality and security of such Personal Data. Any person acting under the authority of the Supplier shall be obliged to process the Personal Data only on the instructions of the Supplier; and

e) the Supplier shall promptly comply with any request from the Customer requiring the Supplier to amend, transfer or delete such Personal Data.

9.2 Where the Supplier engages a third party contractor to process the Personal Data on its behalf, it shall do so only with the consent of SCI and by way of a written agreement with the third party contractor which imposes the same obligations on the contractor in relation to the security of the processing as are imposed on it under the terms of the Contract and the applicable data protection laws.

9.3 The Supplier shall notify the Customer within 5 business days of it receiving a request for access or other request, complaint, notification or communication in relation to such Personal Data from a person or entity other than the Customer (including a request from a governmental or regulatory authority) and shall provide the Customer with full co-operation and assistance in relation to any such request, complaint, notice or communication.

9.4 The Supplier shall notify the Customer immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of such Personal Data and shall provide the Customer with full co-operation and assistance in relation to responding to and rectifying such incident.

9.5 The Customer may, on giving at least 7 days' notice, inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Supplier.

9.6 The Supplier shall not export the Personal Data outside the country in which the Customer is located.

9.7 If regulatory or legislative rules, provisions become applicable, or Case law and Guidance become available, such that the protection afforded Personal Data under this Contract is not sufficient, the Parties shall amend the Contract as necessary to comply with all applicable laws, rules, regulations or other requirements of regulatory authorities, as amended from time to time ("Applicable Laws").

**10 Force majeure**

10.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control (a "Force Majeure Event") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

10.2 If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

**11 General**

11.1 The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorisation.

11.2 The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.

11.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.

11.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

11.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.

11.6 In the event of any inconsistency between the Contract and any Order, the terms of the Contract shall prevail to the extent necessary to resolve such inconsistency.

11.7 The Contract shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.

11.8 A person who is not a party to the Contract shall not have any rights under or in connection with it.

