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| --- | --- |
| **T****he British Council:** | **THE BRITISH COUNCIL**, incorporated by Royal Charter and registered as a charity (under number 209131 in England & Wales and number SC037733 in Scotland), with its principal office at 10 Spring Gardens, London, SW1A 2BN, operating through its local office at Terazije 8, 11000 Belgrade, Serbia. |
| **The Supplier:** | **XXXXXXXXXXXXXXXXX**. |
| **Date:** **XXXXXXXXXXX** |  |

This Agreement is made on the date set out above subject to the terms set out in the schedules listed below which both the British Council and the Supplier undertake to observe in the performance of this Agreement.

The Supplier shall supply to the British Council, and the British Council shall acquire and pay for the services described in Schedule 1 and/or Schedule 2 on the terms of this Agreement.

**Schedules**

|  |  |
| --- | --- |
| **Schedule 1** | Special Conditions |
| **Schedule 2** | Terms of Reference |
| **Schedule 3** | Charges |
| **Schedule 4** | Incorporation of FCDO Terms |
| **Schedule 5** | Data processing |
| **Annex 1** | FCDO Terms |
| **Annex 2** | Code of Conduct Level 1 Compliance requirements |
| **Annex 3** | Code of Conduct Level 2 Compliance requirements |

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

**IN WITNESS** whereof the parties or their duly authorised representatives have entered into this Agreement on the date set out above.

**Signed by the duly authorised representative of THE BRITISH COUNCIL**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | Signature: |  |
| Position: |  |  |  |

**Signed by XXXXXXXXXXXXXX**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | **XXXXXXX** | Signature: |  |
| Position: | XXXXX |  |  |

1. 1. Special Conditions
2. Interpretation
   1. Except as provided expressly in this Schedule 1 or in Schedule 4, terms defined in the FCDO Terms (as specified in clause 2.1 below) shall have the same meaning when used in this Agreement.
   2. Except as provided expressly in this Agreement, the rules of interpretation in the FCDO Terms shall apply to this Agreement.
   3. In the event of any conflict between the terms set out in the various Schedules, the Schedules shall prevail in the order in which they appear in the Agreement.
   4. For the purposes of the Project (as defined in clause 4.1) and the provision of the Services, the terms of this Agreement shall prevail over any other terms and conditions issued by the Supplier or the British Council (whether on a purchase order or otherwise).
3. End client
   1. The Supplier acknowledges that it is acting as a sub-contractor for the provision of services to the Foreign and Commonwealth Office(“**FCDO**”), and that this Agreement reflects the obligations placed on the British Council under the FCDO standard terms and conditions for services contracts (Annex 1) and as updated from time to time (“**FCDO Terms**”).
4. Commencement Date and Term
   1. This Agreement shall come into force on **XXX** (the “**Commencement Date**”) and, subject to the provisions of this Agreement, shall continue in full force and effect until **XXXXXXXX** (the “**Term**”).
   2. Without prejudice to its other termination rights stipulated in this Agreement, the British Council reserves the right to terminate:
      1. at the end of each United Kingdom (UK) financial year

if the Supplier’s performance is not deemed satisfactory or the End client withdraws its funding for the Project.

1. Project
   1. The Supplier shall provide the Services in connection with the Supporting Greater Media Independence Programme in the Western Balkans project which relates to support the development of a stronger, more independent media sector in the region in the Western Balkans and is described in more detail in the Terms of Reference (Schedule 2) (“**Project**”).
   2. Any reference to the Project in the FCDO Terms will be to the Project as defined in this Agreement.
2. Performance of Supplier Obligations
   1. The Supplier shall perform its obligations under this Agreement in accordance with:
      1. all applicable Law;
      2. Good Industry Practice;
      3. any policies provided by the British Council and/or FCDO; and
      4. the Supplier’s own established procedures and practices to the extent they do not conflict with the requirements of clauses 5.1.1 to 5.1.3.
   2. For the purposes of clause 5.1.3, the policies obtainable by means of the following hyperlink(s) shall be deemed to have been provided or notified to the Supplier:

<https://www.britishcouncil.org/partner/international-development/jobs/policies-consultants>

* 1. It is the Supplier’s responsibility to ensure it is using the most up to date version of any British Council or FCDO policy. If any hyperlink, including the one(s) accessed through the hyperlink in clause 5.2 no longer provides access to the relevant standard, policy or document, the Supplier shall notify the British Council who will use reasonable endeavours to provide a replacement hyperlink or a copy of the relevant standard, policy or document.

1. Representatives
   1. The British Council shall appoint a representative in respect of the Project who shall have authority contractually to bind the British Council on all matters relating to the Services and the Project (“**British Council's Manager**”).
   2. Where applicable, the Supplier shall appoint a representative in respect of the Project who shall have authority contractually to bind the Supplier on all matters relating to the Services and the Project (“**Supplier’s Manager**”).
2. Compliance Level
   1. For the purposes of the FCDO Supplier Code of Conduct (“Code of Conduct”) the Compliance Level is Compliance Level 2, with Compliance Level 1 required for Transparency and Delivery Chain Management. The Supplier must comply with the Code of Conduct in accordance with the Compliance Level noted in this clause 7.1
   2. The Supplier shall be responsible for ensuring that it is providing to the British Council the information required as per Annexes 2 and 3 of this Agreement in accordance with the Compliance Level mentioned in clause 7.1 and the provisions of the Code of Conduct.
3. Payment and Invoicing Instructions
   1. Subject to the British Council being satisfied that the Supplier is or has been carrying out their duties, obligations and responsibilities under this Agreement, the applicable Charges shall be paid within 30 days of receipt of an undisputed valid invoice and payment shall be made in sterling in the UK or any other currency in any other country as determined by the British Council from time to time.
   2. The invoice shall be submitted by the Supplier monthly in arrears and it will be accompanied by records of the time spent and materials used in providing the Services, together with all supporting documentation including but not limited to all relevant timesheets, receipts (if applicable), a list of Services to which the invoice relates, as well as any other information as reasonably requested by the British Council from time to time
   3. The Supplier may only claim expenses which have been agreed with the British Council and set out in Schedule 3 (*Charges*).
   4. Where an invoice is not valid in accordance with the provisions of this clause 8, it may be rejected by the British Council and in any event shall be liable to query and delay in payment. The British Council reserves the right to not pay any amount due in respect of any invoice received by the British Council more than 90 days after the day of the Supplier becoming entitled to invoice for the payment to which it relates.
4. Locations
   1. The Supplier will be required to provide the Services online using appropriate online tools agreed with the British Council, until further notice.
5. Monitoring and Reporting
   1. The Supplier shall comply with all monitoring and reporting requirements as set out in the Schedule 2, Terms of Reference or, if applicable, the proposal submitted by the British Council to FCDO for the provision of services of which the Services form part (“**British Council Tender**”).
   2. The Supplier shall attend such monthly performance review meetings as set out in the Terms of Reference or, if applicable, the British CouncilTender. Attendees at such meetings shall include as a minimum the British Council’s Manager and the Supplier’s Manager.
6. Key Personnel
   1. The Supplier shall deploy the following persons in the provision of the Services: XXXXXXXXXXXX (the “**Key Personnel**”).
7. Sub-Contractors
   1. Not used.
8. Transparency
   1. For the purposes of this clause 13, the following terms have the following meanings:
9. “**Code**” means the Department of Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of the FOIA (issued under section 45 of that Act) (November 2004) as may be updated or re-issued from time to time and any other relevant codes of practice published by the Department of Constitutional Affairs or its successor bodies;
10. “**FOIA**” means the Freedom of Information Act 2000; and
11. “**Information Disclosure Requirements**” means the FOIA, the Environmental Information Regulations 2004 and the Code.
    1. The Supplier acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the British Council may nevertheless be obliged to disclose the Supplier’s Confidential Information in accordance with the Information Disclosure Requirements:
       1. in certain circumstances without consulting the Supplier; or
       2. following consultation with the Supplier and having taken its views into account,

provided always that where clause 13.2.1 above applies, the British Council shall, in accordance with the recommendations of the Code, take reasonable steps to draw this to the attention of the Supplier after any such disclosure.

* 1. The provisions of this clause 13 shall survive the termination of this Agreement, however arising.

1. Data
   1. Where the Supplier’s registered office or place of business is the United Kingdom, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme.
   2. Where the Supplier’s registered office or place of business is not within the United Kingdom, the Supplier shall follow the advice for technical controls published as part of the HM Government Cyber Essentials Scheme at <https://www.cyberessentials.ncsc.gov.uk/advice/> and as updated from time to time.
2. Data processing
   1. In this clause:
3. “**Controller**” means a “controller” for the purposes of the GDPR (as such legislation is applicable);
4. “**Data Protection Legislation**” shall mean any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the Services under this Agreement, including the DPA and/or the GDPR, and /or any corresponding or equivalent national laws or regulations; and any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; all guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator, authority or body responsible for administering Data Protection Legislation (in each case whether or not legally binding);
5. “**Data Subject**” has the same meaning as in the Data Protection Legislation;
6. “**DPA**” means the UK Data Protection Act 2018;
7. “**GDPR**” means the General Data Protection Regulation (EU) 2016/679;
8. “**International Organisation**” has the same meaning as in the GDPR;
9. “**Personal Data**” means “personal data” (as defined in the Data Protection Legislation) that are Processed under this Agreement;
10. “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, corruption, loss, alteration or unauthorised disclosure of unauthorised access, attempted access (physical or otherwise) or access to, Personal Data transmitted, stored or otherwise processed;
11. “**Processing**” has the same meaning as in the Data Protection Legislation and “Process” and “Processed” shall be construed accordingly;
12. “**Processor**” means a “processor” for the purposes of the GDPR (as such legislation is applicable);
13. “**Sub-Processor**” means a third party engaged by the Processor tocarrying out processing activities in respect of the Personal Data on behalf of the Processor; and
14. “**Supervisory Authority**” means any independent public authority responsible for monitoring the application of the Data Protection Legislation in the UK or any other member state of the European Union.
    1. This clause 15 applies where, for the purposes of the Data Protection Legislation, the British Council is the Controller and the Supplier is the Processor in respect of the Personal Data.
    2. Details of the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and the categories of Data Subjects whose Personal Data is being Processed in connection with the Services are set out in Schedule 5 to this Agreement.
    3. The Supplier shall:
       1. Process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of carry out its duties under this Agreement and in accordance with the British Council’s written instructions and this clause (unless otherwise required by European Union laws or the laws of the European jurisdiction in which theSupplier Processes the Personal Data; or unless otherwise required by laws outside the European Union in which the Supplier Processes the Personal Data as referred to in 15.5.3);
       2. implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
       3. ensure it has taken all reasonable steps to ensure the reliability and integrity of any employees or other persons authorised to Process the Personal Data;
       4. ensure that any employees or other persons authorised to Process the Personal Data are:
          1. subject to appropriate obligations of confidentiality, and
          2. subject to adequate training in the use, protection and handling of personal data;
       5. not engage any Sub-Processor to carry out its Processing obligations under this Agreement without obtaining the prior written consent of the British Council and, where such consent is given, the Supplier procuring by way of a written contract that such Sub-Processor will, at all times during the engagement, be subject to data Processing obligations equivalent to those set out in this clause. The British Council reserves the right during this Agreement to request evidence from the Supplier to support compliance with this clause 15.4.5 and the Supplier shall provide such evidence within three working days;
       6. assist and co-operate with the British Council as requested to ensure the British Council’s compliance with its obligations under the Data Protection Legislation with respect to:
          1. carrying out and/or reviewing data protection impact assessments where necessary in accordance with Article 35 of the General Data Protection Regulation;
          2. implementing such technical and organisational measures to enable the British Council to respond to requests from Data Subjects exercising their rights under the Data Protection Legislation, which shall include but not be limited to:
             1. providing Personal Data and details of the Processing of Personal Data to the British Council in response to Data Subjects’ exercising their rights of access; and
             2. deleting and/or rectifying Personal Data in response to a request from a Data Subject; and
       7. not Process or otherwise transfer any Personal Data outside the European Economic Area without prior written consent from the British Council and, where such consent is given, theSuppliershall comply with the following conditions;
          1. provide appropriate safeguards in relation to the transfer;
          2. ensure the Data Subject has enforceable rights and effective legal remedies;
          3. comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
          4. comply with reasonable instructions notified to it in advance by the British Council with respect to the Processing of the Personal Data; and
          5. only transfer Personal Data outside the European Economic Area provided that it meets the relevant requirements under Articles 44 to 50 of the GDPR.
    4. The Supplier shall notify the British Council promptly:
       1. if it becomes aware that in following the instructions of the British Council, it shall be breaching the Data Protection Legislation;
       2. on receipt of notice of any complaint made to a Supervisory Authority or any finding by a Supervisory Authority in relation to its Processing of Personal Data, whether it is Personal Data being Processed under this Agreement or otherwise;
       3. if the Supplier believes it is under a legal obligation to Process the Personal Data other than in accordance with the British Council’s instructions and provide the British Council with details of such legal obligation, unless the law prohibits such information on important grounds of public interest;
       4. (and in any event within 3 days) of:
          1. a request received by the Supplier or a Sub-Processor from a Data Subject for access to that person’s Personal Data; and
          2. a complaint or request received by the Supplier or a Sub-Processor from a Data Subject relating to the British Council’s obligations under the Data Protection Legislation;

and the Supplier shall provide the British Council with full co-operation and assistance in relation to any such complaint or request including where the complaint or request was received by the Supplier, a Sub-Processor or the British Council.

* 1. The Supplier shall:
     1. notify the British Council promptly (and in any event within 24 hours) of becoming aware of any actual, suspected or threatened Personal Data Breach of any component of the Personal Data;
     2. ensure that such notice includes details of the nature of the breach, including the categories and approximate number of Data Subjects and records concerned and the remediation measures being taken to mitigate and contain the breach; and
     3. provide prompt assistance as requested by the British Council following the notification of an actual, suspected or threatened Personal Data Breach referred to in clause 15.6.1.
  2. In the event of a notification under clause 15.6, the Supplier shall not notify the Data Subject or any third party unless such disclosure is required by Data Protection Legislation or other law or is otherwise approved by the British Council.
  3. The Supplier and its Sub-Processors shall maintain accurate written records of the Processing it carries out in connection with this Agreement and on request by the British Council, make available all information necessary to demonstrate the Supplier’s compliance under Data Protection Legislation and the terms of this Agreement.
  4. The Supplier and its Sub-Processors shall allow for and contribute to audits, including inspections, by the British Council (or its authorised representative) in relation to the Processing of the British Council’s Personal Data by the Supplier and its Sub-Processors to support the Supplier in their compliance of clause 15.8.
  5. The Supplier warrants that in carrying out its obligations under this Agreement it will not breach the Data Protection Legislation or do or omit to do anything that might cause the British Council to be in breach of the Data Protection Legislation.
  6. The Supplier shall indemnify and keep indemnified the British Council and British Council Entities against all Personal Data losses suffered or incurred by, awarded against or agreed to be paid by, the British Council or British Council Entities arising from a breach by the Supplier (or any Sub-Processor) of (a) its data protection obligations under this Agreement; or (b) the Supplier (or any Sub-Processor) acting outside or contrary to the lawful instruction of the British Council.
  7. On termination or expiry of this Agreement, the Supplier (or any Sub-Processor) shall, except to the extent it is required to retain a copy by law, stop Processing the Personal Data and return and/or destroy it at the request of the British Council. The Supplier shall return the Personal Data in an open machine-readable format, via a secure agreed route at no cost to the British Council and the Supplier shall provide confirmation of destruction of any other copies including details of the date, time and method of destruction.
  8. These clauses may be amended at any time by the British Council giving at least 30 days’ written notice to the other stating that applicable controller to processor standard clauses laid down by the European Commission or adopted by the UK Information Commissioner’s office or other supervisory authority are to be incorporated into this Agreement and replace clauses 15.1 to 15.4 above.

1. Limitation of liability
   1. Subject to clauses 16.2, neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise for any indirect loss or damage, multiplication of compensatory damages, punitive or exemplary damages, fines, penalties, fees costs or expenses whatsoever or howsoever arising out of or in connection with this Agreement.
   2. Nothing in this Agreement shall exclude or restrict the liability of the Supplier to the British Council for any breach by the Supplier of clause 15 above or clause 29 (*Confidentiality*) of the FCDO Terms.
   3. The Supplier shall take out and maintain adequate insurance cover at least to the level described in clause 17. The Supplier shall provide to the British Council forthwith upon request copies of the relevant certificates and details of any of the insurance cover that it is obliged to have under this clause 16.3.
   4. Subject to 16.1, the British Council’s liability to the Supplier in respect of any one claim or series of linked claims under this Agreement (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed an amount equal to the sum of the Charges paid or properly invoiced and due to be paid under this Agreement, plus any late payment interest properly chargeable under the terms of this Agreement, in the twelve (12) month period immediately preceding the event which gives rise to the relevant claim or series of linked claims.
   5. The Supplier shall indemnify the British Council from and against all loss or liability in connection with physical damage to property, death or personal injury caused by or arising out of the negligence of, or breach of this Agreement by, the Supplier or any member of the Supplier’s Team.
   6. The provisions of this clause 16 shall survive the termination of this Agreement, however arising.
2. Insurance Requirements
   1. The Supplier shall take out and maintain during the Term with a reputable insurance company the following cover types with the following indemnity limits:

**Insurance Cover Indemnity Limit**

Public liability **£** ***500,000*** per occurrence and in the aggregate (annual total of all losses)

Professional indemnity **£*500,000*** per occurrence and in the aggregate (annual total of all losses)

Medical and travelcomprehensive medical and travel

or such other insurance cover types and indemnity limits as may be agreed between the parties in writing from time to time.

* 1. The Supplier shall ensure that its Sub-Contractors (if any) shall effect and maintain insurances (where appropriate) in relation to the performance of their obligations under any Sub-Contracts appropriate to the Services being provided.
  2. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Agreement.

1. Termination upon request by FCDO
   1. The Supplier acknowledges and accepts that this Agreement may be terminated at any time by the British Council further to a request to so terminate by FCDO in accordance with any notice period specified by FCDO.
   2. The Supplier acknowledges and accepts that this Agreement may be terminated at any time by the British Council if the British Council’s contract with FCDO under which the Project is being delivered is terminated for any reason.
2. Suspension and partial termination
   1. In any circumstances where the British Council has the right to terminate this Agreement it may instead, by serving written notice on the Supplier, opt to partially terminate the Services or suspend the provision of the Services for a reasonable period and the British Council shall not be required to pay any Charges in respect of such period of suspension.
3. Audit
   1. If the Supplier is an individual or an entity employing less than 50 people, clauses 15.3 to 15.5 of the FCDO Terms shall not apply to the Supplier.
   2. Where clause 20.1 applies because the Supplier is an individual or an entity employing less than 50 people, the British Council reserves the right, on its own behalf and that of FCDO, to, or for their representatives to, carry out an audit of the Supplier’s compliance with the terms of this Agreement.
4. Change control
   1. If either party wishes to change the scope or provision of the Services, including in the case of the British Council it shall submit details of the requested change to the other in writing and, subject to clause 21.4, such change shall only be implemented if agreed in accordance with the remainder of this clause.
   2. If the British Council requests a change to the scope or provision of the Services:
      1. the Supplier shall, within a reasonable time (and in any event not more than fourteen (14) calendar days after receipt of the British Council’s request), provide a written estimate to the British Council of:
         1. the likely time required to implement the change;
         2. any reasonable variations to the Charges arising directly as a result of the proposed change; and
         3. any other impact of the change on the terms of this Agreement.
      2. if, following receipt of the Supplier’s written estimate submitted in accordance with clause 21.2.1, the British Council does not wish to proceed, there shall be no change to this Agreement; and
      3. if the British Council wishes the Supplier to proceed with the change, the Supplier shall do so after agreement on the necessary variations to the Charges, the Services and any other relevant terms of this Agreement to take account of the change following which this Agreement shall be varied by the parties setting out in writing, and signing, the agreed changes in accordance with clause 24.
   3. If the Supplier requests a change to the scope or provision of the Services, it shall send such request to the British Council in writing, accompanied by a written statement of the matters referred to in clause 21.2.1, and the British Council shall withhold or give its consent to such change in its sole discretion. If the British Council wishes the Supplier to proceed with the change, the Supplier shall do so, following a variation of this Agreement in writing in accordance with clause 24.
   4. The Supplier acknowledges and accepts that:
      1. the British Council may submit a request for a change to the scope or the provision of the Services if such a change is required by FCDO; and
      2. the Supplier shall accept such change.

Upon receipt of such request, the Supplier shall provide the information set out in clause 21.2.1 within the timescale stated by the British Council, acting reasonably, and the Agreement shall be varied by the parties in accordance with clause 24.

1. Assignment
   1. The Supplier shall not, without the prior written consent of the British Council, 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.
   2. The British Council may assign or novate this Agreement to: (i) FCDO or any Replacement Supplier; (ii) any separate entity Controlled by the British Council; (iii) any body or department which succeeds to those functions of the British Council to which this Agreement relates; or (iv) any provider of outsourcing or third party services that is employed under a service contract to provide services to the British Council. The Supplier warrants and represents that it will (at the British Council’s reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 22.2.
2. Service of notices
   1. Notices under this Agreement are to be sent to the following addresses:

|  |  |
| --- | --- |
| To the British Council | To the Supplier |
|  | **XXXXXXXXXXXX** |

1. Variations
   1. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
2. Third Party Rights
   1. The End client shall be able to enforce the terms of the Agreement in respect of security and secrecy, intellectual property and audit rights as a third party under the Contracts (Rights of Third Parties) Act 1999.
3. Governing Law and Dispute Resolution Procedure
   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.
   2. Subject to the remainder of this clause 26, 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.
   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 14 calendar 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 26.3, either party may commence proceedings in accordance with clause 26.2.
   4. Nothing in this clause 26 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.
4. 1. **Terms of Reference – RFP annex**

**Scope of Work**

**Main Tasks and Responsibilities**

**Main Deliverables**

1. 1. Charges

The Charges for the Services delivered will be a maximum of GBP XXXXXX(XXXXXXXXXX pounds). This is based on a submitted budget:

Budget to be included

The Charges set out above are VAT inclusive.

**[*Note: The following is an example only and can be deleted or adapted as necessary:*]**

It is expected that the Supplier will meet all costs and expenses necessary to provide the Services under this Agreement, including, but not restricted to: the costs of salaries, bonuses, superannuation medical and travel insurance, insurance for personal possessions or of any fees payable to personnel employed or engaged by the Supplier. The Charges are also deemed to cover the cost of personal equipment, non-working days and all other costs including clothing, passports and vaccinations, travel to and from the airport, accommodation costs, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Agreement.

For any avoidance of doubt the Supplier is responsible to determine any tax liabilities it has in the jurisdiction where it is registered in relation to this Agreement and the Services delivered.

The Charges and allowances for the Supplier will be reimbursed by the British Council and are fixed for the duration of the Agreement.

* 1. Incorporation of FCDO Terms

1. Back-to-back agreement
   1. From the Commencement Date, subject to the remainder of this Schedule 4, the Supplier shall be bound to the British Council in respect of the Services as the British Council is bound to FCDO under the FCDO Terms.
   2. Except as further provided in this Agreement, the FCDO Terms shall be used to determine the respective rights and duties of the British Council and the Supplier under this Agreement. The application and interpretation of the FCDO Terms which are included in this Agreement are explained out in paragraphs 2, 3, 4 and 5.
   3. The FCDO Terms which are not incorporated into this Agreement are marked **RED** [ ] in Table A below.
   4. The terms Call off/Call off Contract and Framework Agreement mentioned in the FCDO Terms will be interpreted as reference to this Agreement.
2. Applicable “as is”
   1. The provisions from the FCDO Terms marked **GREEN** [ ] in Table A below are applicable to this Agreement as stated in the FCDO Terms. Any reference to “FCDO” shall remain a reference to FCDO and any reference to “Supplier” will be interpreted as a reference to the Supplier under this Agreement (except where expressly stated otherwise).
3. Applicable by direct flowdown
   1. The provisions from the FCDO Terms marked **YELLOW** [ ] in Table A below are incorporated into this Agreement (with references to “FCDO” in these provisions being interpreted as being reference to “the British Council” and references to “Supplier” being interpreted as a reference to the Supplier under this Agreement).
4. Alterations to FCDO Terms for the purposes of this Agreement
   1. The provisions from the FCDO Terms marked **BLUE** [ ] in Table A below are incorporated into this Agreement but where there is a reference to “FCDO” in the clause, this shall be interpreted as “FCDO and/or the British Council”. Any reference to “Supplier” will be interpreted as a reference to the Supplier under this Agreement. Any other alterations to the relevant provisions in the FCDO Terms are stated against the relevant provision.
5. Other FCDO Terms applicable to the extent relevant
   1. The provisions from the FCDO Terms marked **GREY** [ ] in Table A below are applicable to this Agreement to the extent that they are relevant to the nature of the Supplier, the Agreement or the Services and/or deliverables being provided and shall be construed as follows:
      1. references to “FCDO” shall be interpreted as being reference to “the British Council”; and
      2. references to “Supplier” shall be interpreted as a reference to the Supplier under this Agreement.

**Table A**

| **Provision of FCDO Terms** | **Applicability** | **Notes** |
| --- | --- | --- |
| 1.1 | **YELLOW** |  |
| 1.2 | **YELLOW** |  |
| 1.3 | **YELLOW** |  |
| 1.4 | **RED** |  |
| 1.5 | **YELLOW** |  |
| 1.6 | **RED** |  |
| 2.1 | **GREY** |  |
| 2.2 | **GREY** |  |
| 2.3 | **GREY** |  |
| 2.4 | **GREY** |  |
| 2.5 | **GREY** |  |
| 2.6 | **YELLOW** |  |
| 2.7 | **YELLOW** |  |
| 2.8 | **YELLOW** |  |
| 3.1 | **YELLOW** |  |
| 4.1 | **YELLOW** |  |
| 4.2 | **GREY** |  |
| 5.1 | **GREEN** |  |
| 5.2 | **RED** |  |
| 5.3 | **BLUE** |  |
| 5.4.1 | **YELLOW** |  |
| 5.4.2 | **BLUE** | In clause 5.4.2 the reference to “Tender” shall be interpreted as:   1. the proposal submitted by the British Council to FCDO under the Call off, the relevant sections of which are mentioned or annexed to this agreement |
| 5.5 | **RED** |  |
| 5.6 | **BLUE** |  |
| 6.1 | **GREY** |  |
| 6.2.1 | **BLUE** |  |
| 6.2.2(a) | **YELLOW** |  |
| 6.2.2(b) | **YELLOW** |  |
| 6.2.2(c) | **YELLOW** |  |
| 6.2.2(d) | **BLUE** |  |
| 6.2.2(e) | **BLUE** |  |
| 6.2.3 | **GREY** |  |
| 6.2.4 | **GREY** |  |
| 6.2.5 | **GREY** |  |
| 6.2.6 | **GREY** |  |
| 6.2.7 | **GREY** |  |
| 6.2.8 | **GREY** |  |
| 6.3.1 | **BLUE** |  |
| 6.3.2 | **BLUE** |  |
| 6.3.3 | **BLUE** |  |
| 7.1 | **RED** |  |
| 7.2 | **BLUE** |  |
| 7.3 | **RED** |  |
| 7.4 | **RED** |  |
| 7.5 | **RED** |  |
| 7.6 | **RED** |  |
| 7.7 | **GREEN** |  |
| 7.8.1 | **YELLOW** |  |
| 7.8.2 | **YELLOW** |  |
| 7.8.3 | **BLUE** |  |
| 8.1 | **YELLOW** |  |
| 8.2 | **YELLOW** |  |
| 8.3 | **YELLOW** |  |
| 8.4 | **GREEN** |  |
| 9.1 | **GREY** |  |
| 9.2 | **GREY** |  |
| 10.1 | **YELLOW** |  |
| 10.2 | **YELLOW** |  |
| 10.3 | **YELLOW** |  |
| 10.4 | **YELLOW** |  |
| 10.5 | **YELLOW** |  |
| 10.6 | **YELLOW** |  |
| 10.7 | **GREY** |  |
| 10.8 | **YELLOW** |  |
| 11.1 | **YELLOW** |  |
| 12.1 | **YELLOW** |  |
| 12.2 | **YELLOW** |  |
| 12.3 | **YELLOW** |  |
| 12.4 | **GREEN** |  |
| 12.5 | **YELLOW** |  |
| 13.1 | **RED** |  |
| 13.2 | **RED** |  |
| 13.3.1 | **YELLOW** |  |
| 13.3.2 | **YELLOW** |  |
| 13.3.3 | **YELLOW** |  |
| 13.4 | **RED** |  |
| 13.5 | **GREEN** |  |
| 14.1 | **YELLOW** |  |
| 15.1 | **YELLOW** |  |
| 15.2 | **RED** |  |
| 15.3 | **BLUE** | In relation to the application of clauses 15.3 to 15.5, the Supplier should refer to clause 20 (*Audit*) of Schedule 1 (*Special Conditions*). |
| 15.4 | **BLUE** |
| 15.5 | **BLUE** |
| 15.6 | **YELLOW** |  |
| 16.1 | **YELLOW** |  |
| 16.2 | **BLUE** |  |
| 16.3 | **YELLOW** |  |
| 16.4 | **YELLOW** |  |
| 16.5 | **GREY** |  |
| 16.6 | **GREY** |  |
| 16.7 | **GREY** |  |
| 17.1 | **GREY** |  |
| 17.2 | **GREY** |  |
| 18.1 | **GREY** |  |
| 18.2 | **YELLOW** |  |
| 19.1 | **YELLOW** |  |
| 19.2 | **YELLOW** |  |
| 19.3 | **YELLOW** |  |
| 20 | **Not used** |  |
| 21.1 | **YELLOW** |  |
| 21.2 | **YELLOW** |  |
| 21.3 | **YELLOW** |  |
| 22.1 | **GREY** |  |
| 22.2 | **YELLOW** |  |
| 22.3 | **GREY** |  |
| 22.4 | **GREY** |  |
| 22.5 | **RED** |  |
| 22.6 | **YELLOW** |  |
| 22.7 | **GREY** |  |
| 23.1 | **YELLOW** |  |
| 24.1 | **YELLOW** | The reference to “*Occasion of Tax Non-Compliance*” shall be interpreted for the purposes of clause 24.1 as:  any tax return of the Supplier submitted to HM Revenue & Customs or, if applicable, a tax authority in the territory in which the Supplier is established, which  (a) is declared incorrect by the relevant tax authority and which the Supplier is incapable of correcting either due to a ruling by the relevant tax authority or because the Supplier is unable to take the necessary steps, for example, being out of time to rectify the error; and/or  (b) gives rise to a criminal conviction in any territory for a tax related offence which is not spent at the Effective Date or to a civil penalty for fraud evasion. |
| 25.1 | **YELLOW** |  |
| 25.2 | **YELLOW** |  |
| 25.3 | **YELLOW** |  |
| 25.4 | **GREY** |  |
| 25.5 | **YELLOW** |  |
| 25.6 | **YELLOW** |  |
| 25.7 | **YELLOW** |  |
| 25.8 | **YELLOW** |  |
| 25.9 | **YELLOW** |  |
| 26.1 | **BLUE** |  |
| 26.2 | **BLUE** |  |
| 26.3 | **YELLOW** |  |
| 26.4 | **YELLOW** |  |
| 27.1 | **BLUE** |  |
| 27.2 | **BLUE** |  |
| 27.3 | **BLUE** |  |
| 28.1 | **RED** |  |
| 28.2 | **RED** |  |
| 28.3 | **RED** |  |
| 28.4 | **RED** |  |
| 28.5 | **BLUE** |  |
| 28.6 | **BLUE** |  |
| 28.7 | **GREEN** | The third reference to “FCDO” in clause 28.7 shall be interpreted as a reference to “the British Council” |
| 29.1 | **YELLOW** |  |
| 29.2 | **YELLOW** |  |
| 29.3 | **YELLOW** |  |
| 29.4 | **YELLOW** |  |
| 29.5 | **YELLOW** |  |
| 29.6.1 | **GREEN** |  |
| 29.6.2 | **BLUE** |  |
| 29.6.3 | **GREEN** |  |
| 29.6.4 | **BLUE** |  |
| 29.6.5 | **BLUE** |  |
| 29.6.6 | **BLUE** |  |
| 29.6.7 | **BLUE** |  |
| 29.7 | **YELLOW** |  |
| 30.1 | **BLUE** |  |
| 30.2 | **BLUE** | Where the Supplier receives a Request for Information and transfers it to FCDO under clause 30.2.1, it shall also deliver a copy of such Request for Information to the British Council at the same time. |
| 30.3 | **GREEN** |  |
| 30.4 | **BLUE** |  |
| 30.5 | **BLUE** |  |
| 30.6 | **BLUE** |  |
| 30.7 | **BLUE** |  |
| 30.8 | **BLUE** |  |
| 31.1 | **YELLOW** |  |
| 32.1 | **BLUE** | In these clauses:   1. any reference to “FCDO Data” shall be interpreted as a reference to FCDO Data and to British Council Data; and 2. the definition of “British Council Data” shall be the same as the definition of “FCDO Data” except that any reference to “FCDO” shall be to “the British Council”. |
| 32.2 | **BLUE** |
| 32.3 | **BLUE** |
| 32.4 | **BLUE** |
| 32.5 | **BLUE** |
| 32.6 | **BLUE** |
| 32.7 | **BLUE** |
| 32.8 | **BLUE** |
| 32.9 | **RED** |  |
| 33. | **BLUE** | In relation to the application of clause 33, please refer to clause 15 Data Processing in Schedule 1 of this Agreement. |
| 34.1 | **BLUE** |  |
| 34.2.1 | **RED** |  |
| 34.2.2 | **GREEN** |  |
| 34.2.3 | **GREEN** |  |
| 34.2.4 | **GREEN** |  |
| 35.1 | **YELLOW** |  |
| 35.2 | **RED** |  |
| 35.3 | **RED** |  |
| 35.4 | **RED** |  |
| 35.5 | **YELLOW** |  |
| 36.1 | **YELLOW** |  |
| 36.2 | **YELLOW** |  |
| 37.1 | **RED** |  |
| 37.2 | **RED** |  |
| 37.3 | **RED** |  |
| 38.1 | **RED** |  |
| 38.2 | **RED** |  |
| 38.3 | **RED** |  |
| 38.4 | **RED** |  |
| 39.1 | **RED** |  |
| 39.2 | **RED** |  |
| 39.3 | **RED** |  |
| 39.4 | **RED** |  |
| 40.1.1(a) | **YELLOW** |  |
| 40.1.1(b) | **YELLOW** |  |
| 40.1.1(c)i | **YELLOW** | The words “*comply with the Rectification Plan Process*” shall be replaced with “*remedy the Default within 30 days of receiving notice to do so*”. |
| 40.1.1(c)ii | **YELLOW** |  |
| 40.1.1(c)iii | **BLUE** |  |
| 40.1.2 | **BLUE** |  |
| 40.2 | **RED** |  |
| 41.1 | **YELLOW** | These clauses are only applicable if the Sub-Contractor’s expertise has been relied on by the British Council to meet the criteria specified by FCDO for the purposes of the British Council Tender (as defined in clause 10.1 of Schedule 1 (*Special Conditions*)). |
| 41.2 | **YELLOW** |
| 41.3 | **YELLOW** |
| 41.4 | **YELLOW** |
| 41.5 | **YELLOW** |
| 41.6 | **YELLOW** |
| 41.7 | **YELLOW** |
| 41.8 | **YELLOW** |
| 41.9 | **YELLOW** |
| 41.10 | **YELLOW** |
| 41.11 | **YELLOW** |
| 42.1 | **YELLOW** |  |
| 42.2 | **YELLOW** |  |
| 42.3 | **YELLOW** |  |
| 42.4 | **YELLOW** |  |
| 42.5 | **YELLOW** |  |
| 42.6 | **YELLOW** |  |
| 42.7 | **YELLOW** |  |
| 42.8 | **YELLOW** |  |
| 43.1 | **YELLOW** |  |
| 44.1 | **YELLOW** |  |
| 44.1.4 | **YELLOW** | In clause 44.1.4, the words “*in accordance with the Rectification Plan Process*” shall be deleted and replaced with the words “*within 30 days of the Supplier receiving the notice to rectify the default*”. |
| 44.2 | **YELLOW** |  |
| 44.3.1 | **YELLOW** |  |
| 44.3.2 | **YELLOW** |  |
| 44.3.3 | **RED** |  |
| 44.3.4 | **YELLOW** |  |
| 44.3.5 | **YELLOW** |  |
| 44.3.6 | **YELLOW** |  |
| 44.3.7 | **YELLOW** |  |
| 44.4 | **YELLOW** |  |
| 45.1 | **RED** |  |
| 45.2 | **RED** |  |
| 45.3 | **RED** |  |
| 46.1 | **YELLOW** |  |
| 46.2 | **BLUE** |  |
| 46.3.1 | **YELLOW** |  |
| 46.3.2 | **YELLOW** | For the purposes of this Agreement, any clause mentioned in clause 46.3.2 which is marked RED [ ] in this Table A shall be considered deleted from clause 46.3.2. |
| 47.1 | **RED** |  |
| 47.2 | **RED** |  |
| 47.3 | **RED** |  |
| 48.1 | **YELLOW** |  |
| 48.2 | **YELLOW** |  |
| 48.3 | **YELLOW** |  |
| 48.4 | **YELLOW** |  |
| 48.5 | **YELLOW** |  |
| 48.6 | **YELLOW** |  |
| 48.7 | **YELLOW** |  |
| 48.8 | **YELLOW** |  |
| 49.1 | **YELLOW** |  |
| 49.2 | **YELLOW** |  |
| 49.3 | **YELLOW** |  |
| 49.4 | **YELLOW** |  |
| 50.1 | **YELLOW** |  |
| 50.2 | **YELLOW** |  |
| 50.3 | **YELLOW** |  |
| 50.4 | **YELLOW** |  |
| 50.5 | **YELLOW** |  |
| 50.6 | **YELLOW** |  |
| 50.7 | **YELLOW** |  |
| 50.8 | **YELLOW** |  |
| 50.9 | **YELLOW** |  |
| 51.1 | **YELLOW** |  |
| 51.2 | **YELLOW** |  |
| 51.3 | **YELLOW** |  |
| 51.4 | **YELLOW** |  |
| 52.1 | **GREY** |  |
| 53.1 | **GREEN** |  |
| 53.2 | **GREEN** |  |
| 53.3 | **GREEN** |  |
| 53.4 | **YELLOW** |  |
| 53.5 | **YELLOW** |  |
| 54.1 | **YELLOW** |  |
| 54.2 | **YELLOW** |  |
| 54.3 | **YELLOW** |  |
| 54.4 | **YELLOW** |  |
| 54.5 | **YELLOW** |  |
| 54.6 | **YELLOW** |  |
| 55.1 | **YELLOW** |  |
| 56.1 | **YELLOW** |  |
| 56.2 | **YELLOW** |  |
| 56.3 | **YELLOW** |  |
| 56.4 | **YELLOW** |  |
| 57.1 | **YELLOW** | The following provision shall be inserted after “*The provisions of*” in clause 57.1: “*clauses 15.3, 15.4, 15.6 and 40.1.1(c)(iii)*”. |
| 57.2 | **YELLOW** |  |
| 57.3 | **YELLOW** |  |
| 57.4 | **GREY** |  |
| 58.1 | **YELLOW** |  |
| 58.2 | **YELLOW** |  |
| 58.3 | **YELLOW** |  |
| 58.4 | **YELLOW** |  |
| 58.5 | **YELLOW** |  |
| 58.6 | **YELLOW** |  |
| 59 – 62 | **Not applicable** |  |
| Schedule 1 Definitions | **GREY** |  |
| Schedule 2 Staff Transfer | **GREY** |  |
| Schedule 3 Insurance Requirements | **RED** |  |
| Appendix A Contract Amendment Letter | **RED** |  |
| Appendix B FCDO Supplier Code of Conduct | **GREEN** |  |

1. 1. Data Processing Schedule

|  |  |
| --- | --- |
| **Description** | **Details** |
| **Duration of Processing** | **01.11.2019 - 31.03.2022** |
| **Nature/purpose of Processing** |  |
| **Type of Personal Data** |  |
| **Categories of Data Subjects** |  |
| **Countries or International Organisations Personal Data will be transferred to** |  |
| **Sub-Processors** | ***N/A*** |

* 1. **Annex 1 – FCDO Terms**
  2. FCDO Standard Terms and Conditions annexed in full.

Annex 2

Code of Conduct - Level 1 Compliance requirements

| Partner name | |  | | |
| --- | --- | --- | --- | --- |
| Contract value |  | Compliance level | 1 |  |
| CoC requirement | | Acceptable evidence types | Type of evidence provided | Reason for not or partial compliance |
| List of all personnel (staff and consultants) working on the contract | | Document with list of staff |  |  |
| **KPI 3: Transparency and delivery chain management** | | | |  |
| Evidence of IATI compliance including for delivery chain | | * Declaration of IATI compliance |  |  |
| Updated delivery chain map, (including spend on SME, women‑owned businesses and modern apprenticeships) | | * Copy of delivery chain map |  |  |
| Updated delivery chain management policy/process | | * Copy of policy |  |  |
| Assurance that subcontractor not involved in any activity that could exclude them from DFID work: tax evasion, bribery or fraud | | * Declaration on behalf of staff and delivery chain |  |  |
| Confirmation of adherence to HMG Prompt Payment Policy including throughout the delivery chain | | * Organisational declaration |  |  |

Annex 3

Code of Conduct Level 2 - Compliance requirements

| Partner name | |  | | |
| --- | --- | --- | --- | --- |
| Contract value |  | Compliance level | 2 |  |
| CoC requirement | | Acceptable evidence types | Type of evidence provided | Reason for non or partial compliance |
| List of all personnel (staff and consultants) working on the contract | | Document with list of staff |  |  |
| **KPI 1: VFM and governance standards** | | | |  |
| Organisation’s own Code of Conduct | | * Code of Conduct or equivalent |  |  |
| Organisation’s Governance overview | | * Annual report * Board of trustees * Governance policy * organogram |  |  |
| Evidence of Tax compliance by delivery chain and personnel | | * Annual audited accounts * Corporate declaration on UK and overseas tax compliance * Project declaration on behalf of staff |  |  |
| Internal controls to prevent fraud and/or corruption | | * Delegated authorities or equivalent policy * Anti-fraud policy * Reporting routes and methods for irregularities policy/process |  |  |
| Organisation’s Annual Report (if not provided in governance overview) | | * Annual report |  |  |
| Profit Margin Analysis | | * Forecast and actual profit recognised each year. |  |  |
| **KPI 2: Ethical behaviour** | | | |  |
| Ethical and transparent recruitment policy | | * Recruitment policy |  |  |
| Robust and clear conflict of interest policy and management,  (e.g. COI register) | | * Conflict of interest policy * COI declaration on behalf of staff and delivery chain |  |  |
| Evidence of compliance with HMG business appointment rules, (including declaration sent) | | * Declaration on behalf of staff and delivery chain |  |  |
| Evidence of ethical behaviour policies and training | | * Copy of policy |  |  |
| Evidence of ethical training registers | | * Declaration of ethical training having been done |  |  |
| Evidence of a clear whistle‑blowing policy | | * Copy of organisation whistleblowing policy |  |  |
| Evidence of DFID Reporting Concerns Mailbox sent to all staff | | * Declaration that all staff and delivery chain aware of Reporting Concerns mailbox |  |  |
| **KPI 5: Terrorism and security** | | | |  |
| Up‑to‑date status declaration, regarding reporting of activity linked to terrorism or terrorism financing | | * Declaration on behalf of staff and delivery chain |  |  |
| Evidence that data is managed in accordance with DFID Security Policy and Cyber Essentials Scheme | | * Cyber essentials certificate |  |  |
| **KPI 6: Safeguarding, social responsibility and human rights** | | | |  |
| Evidence of register of safeguarding incidents/allegations and measures taken to mitigate | | * Register of incidents |  |  |
| Evidence of safeguarding policy and process to prevent sexual exploitation, abuse, discrimination or harassment | | * Safeguarding policy |  |  |