



PARTIES:

Contract ref no.: SCI/CC/NIG/2020/10

Save the Children International (formerly known as The International Save the Children Alliance Charity), a charitable company limited by guarantee registered in England and Wales (company number 03732267; charity number 1076822) whose registered office is at St Vincent House, 30 Orange Street, London, WC2H 7HH – AND WHOSE Country Operating Office is located on **No 4 Danube Close off Danube Street, Maitama – Abuja, Nigeria** (the “**Customer**”);

AND

MICROSCALE EMBEDDED LTD (33907189) whose address and principal place of business is at **Suit C5 SHM Complex Mabushi Abuja** to herein as (the **Service Provider**)
Tel: 08183387363

The Service provider agrees to supply to the Customer and the Customer to acquire and pay for the Service (the “**Services**”) and/or Services (the “**Services**”) below on the terms of the Contract. The Contract comprises the provisions of this agreement (the “**Agreement**”), the attached Terms and Conditions of Purchase and, where applicable, the Customer's order for the Services, as set out in the Customer's purchase order form or the Customer's written acceptance of the Service provider's quotation, as the case may be (together the “**Contract**”).

1. Description of Service:

Design and installation of a Water Tank Monitoring System in the refugee camps located in Ogoja, Cross Rivers State and Adikpo, Benue States of Nigeria.

2. Scope of Service/Deliverables:

The service provider will ensure that the service is carried out according to detailed technical specification of the service as per below;

- All Applicable tanks to have the monitoring system installed are 5000L cylindrical tanks.
- Design a Water Tank Monitoring System.
- Install the hardware to support the monitoring of water levels in tanks.
- Provide a web platform to view and report on water tank levels.
- Provide a mobile app for monitoring water levels in tanks.
- Web and Mobile Application must be designed to support Location (Multi-level) Tiers.
- Ability to send Short Messaging Service (SMS) for pre-configured water levels in tanks.
- Ensure that the service platform is available to users 24 hours a day.
- Ensure 2 years Subscription for each installed monitoring system.
- Propose innovative solutions that can help address the objectives of the project.

3. Duration and Timeline:

The contract will run for a 12 months (1yr) period (renewable), starting from 18th June 2020 till 17 June 2021.

4. Price for the service

S/N	Description	Quantity	Currency	Unit Cost	TOTAL
1	Software Application	1	NGN	440,000	440,000.00
2	Yearly cloud/sms subscription	3	NGN	24,000	72,000
3	Reservoir Monitoring System(hardware)	3	NGN	40,000	120,000
4	Solar Power	1	NGN	70,000	70,000
5	Deployment	1	NGN	120,000	120,000
	TOTAL				822,000.00

5. Payment Terms:

- 5.1 The customer shall pay the service provider the full amount upon satisfactory completion of the project.
- 5.2 The Customer shall pay the service provider the total sum of **NGN 822,000,000** (Eight hundred and twenty two thousand naira only)
- 5.3 Invoice for this service shall be in NGN.
- 5.4 The price for this service is fixed for the duration of this contract. However, The Service Provider must inform in writing to the customer of any additional charges/expense and get prior approval. Failure to do this will result in disallowance of the expenditure.
- 5.5 The Customer is an INGO that has been exempted from paying VAT (relevant documents will be made available on request), hence Service Provider will not charge the Customer VAT on cost of services rendered but, **5% WHT** is applicable on Service provider's service charge.

6. Special Terms and Conditions:

- 6.1 It shall be considered a breach of contract for the service provider if they fail to provide quality services as specified.
- 6.2 The quality of output shall be determined by the customer and certified ok before payment can be made.

Signed for and on behalf of the Service provider:

Signature _____

Name _____

Job Title _____

Date of 2nd signature _____

Signed for and on behalf of the Customer:

Signature _____

Name _____

Job Title _____

Witness 1 (Service Provider)

Name: _____

Sign: _____

Date: _____

Witness 2 (Customer- SCI)

Name: _____

Sign: _____

Date: _____

Terms and Conditions

1 Definitions and Interpretation

These terms and conditions ("**Conditions**") provide the basis of the contract between the Service Provider ("**Service Provider**") and Save the Children International (the "**Customer**"), in relation to the 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 - Services, Services, Prices and Delivery - refer to the relevant provisions of the Order.

2 Quality and Defects

2.1 The Services 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 Service Provider or made known to the Service Provider 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 Service Provider's industry, profession or trade.

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

3 Ethical Standards

3.1 The Service Provider shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour.

3.2 The Service Provider, its Service Providers and sub-contractors shall comply with all environmental statutory and regulatory requirements and shall not in any way be involved in (a) the manufacture or sale of

arms or have any business relations with armed groups or governments for any war related purpose; or (b) terrorism, including checking its staff, Service Providers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List.

3.3 The Service Provider shall comply with the following Customer Policies, which are available upon request: Child Safeguarding; and Anti-Bribery and Corruption.

4 Delivery / Performance

4.1 The Services 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 Services or of performance of Services is to be specified after issue of the Order, the Service Provider shall give the Customer reasonable written notice of the specified date.

4.3 Delivery of the Services shall take place and title in the Services will pass on the completion of the physical transfer of the Services from the Service Provider 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 Services shall pass to the Customer in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Services shall pass to the Customer on completion of delivery.

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

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



cancel the Contract and return any rejected Services to the Service Provider at the Service Provider's risk and expense.

5 Indemnity

The Service Provider 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 Service Provider 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

Payment in arrears 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 Service Provider.

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 Service Provider at least one month's written notice.

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

- a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
- b) 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.

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

8 Service Provider's Warranties

8.1 The Service Provider 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 Services and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
- b) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any Service Provider or potential Service Provider of the Customer; and
- c) 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.

9 Force majeure

9.1 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 Service Provider shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

9.2 If any events or circumstances prevent the Service Provider 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 Service Provider.

10 General

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

10.2 The Service Provider 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.

10.3 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.

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10.4 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.

10.5 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.

10.6 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.

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

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Annex 1: SAVE THE CHILDREN'S CHILD SAFEGUARDING POLICY

Our values and principles

Child abuse is when anyone under 18 years of age is being harmed or isn't being looked after properly. The abuse can be physical, sexual, and emotional or neglect. The abuse and exploitation of children happens in all countries and societies across the world. Child abuse is never acceptable.

It is expected that all who work with Save the Children are committed to safeguard children whom they are in contact with.

What we do

Save the Children is committed to safeguard children through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of child abuse and the risks to children.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks to children.

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

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

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

1. Hitting or otherwise physically assaulting or physically abusing children.
2. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
3. Developing relationships with children which could in any way be deemed exploitative or abusive.
4. Acting in ways that may be abusive in any way or may place a child at risk of abuse.
5. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
6. Behaving physically in a manner which is inappropriate or sexually provocative.
7. Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
8. Doing things for children of a personal nature that they can do themselves.
9. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
10. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
11. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
12. Spending excessive time alone with children away from others.
13. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

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

If you are worried that a child or young person is being abused or neglected, (such as in points 1, 2, 3, 4, 6, 8, 9 and 10 above for example) or you are concerned about the inappropriate behaviour of an employee, or someone working with Save the Children, towards a child or young person, then you are obliged to:

- act quickly and get help
- support and respect the child
- where possible, ensure that the child is safe
- contact your Save the Children manager with your concerns immediately (or their senior manager if necessary)
- Keep any information confidential to you and the manager.

If you want to know more about the Child Safeguarding Policy then please contact your Save the Children Manager.

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Annex 2: SAVE THE CHILDREN'S ANTI-BRIBERY AND CORRUPTION POLICY

Our values and principles

Save the Children does not allow any partner, Service provider, sub-contractor, agent or any individual engaged by Save the Children to behave in a corrupt manner while carrying out Save the Children's work.

What we do

Save the Children is committed to preventing acts of bribery and corruption through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of bribery and corruption.

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

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

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

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

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

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

You have a duty to protect the assets of Save the Children from any form of corruption. Furthermore, you must immediately report any suspicion of bribery or corruption to the Save the Children senior



management team or Country Director and not to anyone else. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.

You are obliged to:-

- act quickly and get help
- encourage your own staff to report on bribery and corruption
- contact the Save the Children senior management team or Country Director with your concerns immediately (or their senior manager if necessary)
- Keep any information confidential to you and the manager.
- Attempted corruption is as serious as the actual acts and will be treated in the same way under this policy.

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

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