

AGREEMENT FOR THE SUPPLY OF SERVICES

服务供应协议

[Contract reference number: **【***】**]

【合同编号: **【***】**】

PARTIES

双方

(1) **Save the Children International**, **【insert country office and address details】** (the "**Customer**");
and

国际救助儿童会, **【插入国家代表处及详细地址】** (简称“甲方”);

和

(2) **【Name of supplier】**, whose registered office is at **【address】** (the "**Supplier**");

【供应商名称】, 注册办公所在地位于: **【地址】** (简称“供应商”)。

AGREEMENT

协议

The Supplier agrees to supply to the Customer and the Customer to acquire and pay for the Services (the "**Services**") below on the terms of the Contract. The Contract comprises the provisions of this Agreement for the Supply of Services (the "**Agreement**"), the attached General Terms and Conditions for Supply of Services and, where applicable, the Customer's order for the Services, as set out in the Customer's purchase order form (together the "**Contract**").

供应商同意依照本合同的条款向甲方提供下列服务, 并且甲方同意按照本合同的条款购买服务 (简称“服务”)。合同包括该《服务供应协议》(简称“协议”)、所附的《服务供应通用条款》、以及在适用情况下采用的《甲方服务订单》, 该订单格式参见《甲方订单表格》中之约定 (统称“合同”)。

Interpretation

说明

In the case of inconsistency or conflict between the terms of the Contract and the tender documents including the Invitation to Tender and Conditions of Tendering (the "**Tender Documents**"), the terms of the Contract will prevail. Where additional terms or particulars contained within the Tender Documents are not reflected in the Contract, such terms or particulars shall not be incorporated into the Contract unless the Customer has relied on them and entered into the Contract on that basis.

如果合同条款与招标文件（包括《招标邀请书》和《招标条件》）（以下简称“招标文件”）之间存在不一致或冲突，以合同条款为准。如果招标文件中所包含的附加条款或细则未在合同中体现，则该等附加条款或细则不得并入合同，除非甲方以该等附加条款或细则为依据并在此基础上签署了合同。

References in this Agreement to ‘clauses’ refer to provisions 1 to *6/7 [delete as appropriate]* of this Agreement below; references to ‘conditions’ refer to the provisions of the General Terms and Conditions for Supply of Services attached.

协议中提到的“条款”是指协议以下第 1 条至第 *6/7 条【酌情删除】*；提到的“条件”是指所附的《服务供应通用条款》。

Services to be provided

待提供服务

1 Description of Services

服务描述

1.1 The following services are to be provided:

提供的服务：

[add a clear description of the services to be provided]

【明确描述要提供的服务】

2 Specification for Services

服务规格

2.1 Service specification:

服务规格

[add a full specification and quality requirements as appropriate]

【添加一份完整的规格和质量要求，如适用】

2.2 The specifications set out in clause 2.1 above may be amended by the relevant purchase order.

相关订单可对上述第 2.1 条所描述的规格要求予以修订。

3 Duration and Commencement

有效期和起始日期

3.1 *[insert commencement date and agreed duration of contract].*

【插入合同的起始日期和约定的有效期】

4 Price for the Services

服务价格

4.1 The Supplier shall provide a competitive price for the Services at all times. The Supplier shall also advise the Customer of potential savings for every order placed by the Customer.

供应商应针对服务始终提供具有竞争力的价格。供应商还应针对甲方下的每一个订单，提出潜在的节约成本建议。

4.2 The prices for the Services are as follows:

服务价格为：

[insert a table detailing the prices for the services, where fixed prices have been agreed]

【插入商定的详细的服务价格表】

4.3 The prices for the Services are fixed for the duration of the Contract *[amend as appropriate].*

上述服务的价格在合同有效期内保持不变 **【酌情修订】**

4.4 Invoices shall be in US Dollars *[amend as appropriate].*

发票金额应当为美元 **【酌情修订】**

4.5 Payment will be made in arrears. *[SCI policy is to pay in arrears. If you want to amend this please seek approval of the Director of Finance in country]*

后行付款 **【SCI 政策是后行付款。如果需要调整请获得国家财务总监的批准】**

4.6 Subject to Clause 4.4, the Customer shall pay correctly rendered invoices within 45 days from the date of invoice or satisfactory delivery (whichever is later) in accordance with the Contract. *[If you want to amend this please seek approval of the Director of Finance in country]*

根据第 4.4 条的约定，甲方应在发票开具之日起 45 天内或按合同的约定交付后（以较晚者为准）依据发票支付相应金额。**【如果需要调整请获得国家财务总监的批准】**

5 Performance of Services

服务执行

- 5.1 The Services shall be performed from, and to, the destinations specified in the purchase order. The performance time will be as specified in the purchase order, or else within 21 *[amend as appropriate]* days of issue of the order.

服务应自或者到采购订单中指定的地点履行。具体履行时间见采购订单，或者为下订单后的 21 **【酌情修订】** 天内。

- 5.2 The maximum lead times for services provided by the Supplier under the Contract are as follows:

供应商在合同项下提供服务的最大交付期如下所述：

[It is recommended that a table of agreed service levels be included, for example around quote response times, order confirmation times, lead times to perform the service. Delete clause 5.2 if this is not required]

【建议在合同中添加约定的服务标准表，例如，关于询价报价时间、订单确认时间、履行服务义务的交付期。如果不需要这些内容，请删除第 5.2 条】

6 Customer and Supplier Contacts

甲方和供应商联系人

- 6.1 The relevant contacts are as follows:
相关联系人信息如下：

First contact at Customer:

甲方第一联系人：

[name]
【姓名】

[telephone number]
【电话号码】

[e-mail address]
【电子邮箱地址】

Second contact at Customer:

甲方第二联系人：

[name]
【姓名】

[telephone number]
【电话号码】

[e-mail address]
【电子邮箱地址】

First contact at Supplier:

供应商第一联系人:

[name]
【姓名】

[telephone number]
【电话号码】

[e-mail address]
【电子邮箱地址】

Second contact at Supplier:

供应商第二联系人:

[name]
【姓名】

[telephone number]
【电话号码】

[e-mail address]
【电子邮箱地址】

- 6.2 Purchase orders under the Contract may only be issued by the Customer Contact named in the Contract or someone identified to the Supplier by that person as someone entitled to issue purchase orders.

合同项下的采购订单仅限合同中指定的甲方联系人签发，或者由经该联系人向供应商指定的有权签发采购订单的人员签发。

7 Special terms and conditions

特殊条款

[Include any additional items as necessary which are not covered by the above headings. Delete clause 7 if it is not required. If USAID funding is involved insert the USAID Compliance Clause and consider requesting that the Human Trafficking Compliance Plan is completed. Please see <https://onenet.savethechildren.net/sci/legal/Pages/humantrafficking.aspx>].

【若有必要，包括上述标题中未列明的任何其他项目。如果不需要，删除第 7 条。如果涉及美国国际开发署资金，请插入美国国际开发署合规条款，并考虑要求完成人口贩运遵守计划。请参阅 <https://onenet.savethechildren.net/sci/legal/Pages/humantrafficking.aspx>】。

Signed for and on behalf of the Customer:

甲方或代表甲方签字:

.....
Signature

签署:

.....
Name

姓名:

.....
Position

职位:

Date:

日期:

(date of second signature)
(第二个签名签署日期)

Signed for and on behalf of the Supplier:

供应商或代表供应商签字:

.....
Signature

签署:

.....
Name

姓名:

.....
Position

职位:

GENERAL TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

服务供应通用条款

I. Definitions and Interpretation

定义及解释

I.1 Definitions. In these Conditions, the following definitions apply:
定义。本条款中，以下定义适用：

- (a) **Agreement:** the document entitled "Agreement for the Supply of Services", between the Customer and the Supplier.
协议：是指甲方与供应商双方签订的标题为《服务供应协议》的文件
- (b) **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with Condition 16.6.
条款：是指本文件中约定的并按照第 16.6 条不时作出修改的条款和条件。
- (c) **Contract:** the contract between Customer and Supplier consisting of the Agreement, these Conditions and, where applicable, the Order. Should there be any inconsistency between the documents comprising the Contract, these Conditions shall have precedence unless otherwise stated in the Agreement or in the Order.
合同：是指甲方与供应商双方签订的合同，包括协议、本条款以及（如适用）订单。倘若合同构成文件与本条款不一致，应当以本条款为准，除非协议或订单另有约定。
- (d) **Deliverables:** all documents, products and materials developed by the supplier or its agents, contractors and employees as part of or in relation to the Services in any form of media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
可交付物：是指供应商或其代理人、承包商及雇员在任何媒介中作为服务的一部分或因服务而开发的所有文件、产品和资料，包括但不限于图纸、地图、计划、图表、设计、图片、计算机程序、数据、规范书及报告（包括草案）；
- (e) **Force Majeure Event:** has the meaning given in Condition 15.
不可抗力：含义详见第 15 条。
- (f) **Order:** the Customer's order for the supply of Services, as set out in the Customer's purchase order form.
订单：是指甲方的服务供应订单，详见甲方的采购订单格式。
- (g) **Services:** the services to be provided by the Supplier (or any part of them) as set out in the Order
服务：是指订单中约定的由供应商提供的服务（或部分服务）。
- (h) **Specification:** any specification for the Services, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.
规范：是指甲方和供应商以书面的方式商定的任何服务规范，包括任何相关计划和图纸。

1.2 Interpretation. In these Conditions, unless the context requires otherwise, the following rules apply:

解释。本条款中，除非上下文另有要求，以下规定适用：

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
人包括自然人、法人或非法人实体（无论是否拥有独立法人资格）。
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
凡提及一方，包括该方的个人代表、继承人或许可受让人。
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
凡提及法规或法律规定，是指修订后或重新颁布的法规或法律规定。凡提及法规或法律规定，包括根据该修订或重新颁布的法规或法律规定制定的任何附属立法。
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
以“包括”、“包含”、“尤其是”或任何类似表达引出的任何短语，应当解释为说明性的，不得限制这些术语之前词语的含义。

2. The Services 服务

2.1 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.
供应商应当满足订单中约定的或甲方向供应商告知的任何服务履行日期。

2.2 In providing the Services, the Supplier shall:
提供服务期间，供应商必须：

- (a) ensure that the Services and Deliverables correspond with their description in the Order and any applicable Specification, and that they comply with all applicable statutory and regulatory requirements;
确保服务以及可交付物符合订单以及任何适用规范中的相应描述，且遵守所有适用的法规以及监管要求；
- (b) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
配合甲方处理与服务有关一切事宜，并遵守甲方的所有指示。
- (c) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

按照供应商所在产业、专业或行业的最佳作业规范以最高缜密度、最佳技艺和最大勤奋程度履行服务；

- (d) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract; 聘请具有能够履行所委派的任务之合适技能和经验的工作人员，且人员数量足以确保按照本合同履行供应商义务；
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services; 提供供应服务所需的所有设备、工具、车辆以及其他物品；
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design; 采用质量最好的货物、材料、标准和技术，并确保可交付物，以及服务中供应和使用或向甲方移交的所有货物和材料不存在任何工艺、安装和设计方面的缺陷；
- (g) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises; 遵守在甲方任何场所中适用的所有健康和安全规章制度，以及任何其他安全要求；
- (h) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and 不得有导致甲方丧失为了开展其业务而必须获得的任何执照、授权、同意或许可的任何作为或不作为，且供应商承诺：甲方可以依赖或按照服务采取行动；且
- (i) not infringe the rights of any third party or cause the Customer to infringe any such rights. 不会侵犯任何第三方的权利，或导致甲方侵犯任何此类权利。

2.3 The Supplier represents and warrants that it has obtained and shall make available to the Customer all licences, clearances, permissions, authorisations, consents and permits necessary for the supply of the Services to the Customer and that the Deliverables shall be fit for all purposes for which the Supplier is or ought reasonably to be aware that they are required by the Customer. 供应商声明并保证：其已经获得了并应当向甲方提供服务供应所需的一切许可证、清关单、许可、授权、同意和特许证，且可交付物应符合供应商已经或本应合理获悉的甲方的要求。

- 2.4 The Customer reserves the right at any time to inspect work being undertaken in relation to supply of the Services, test the Services and inspect the premises where the Deliverables are being manufactured or stored. The Customer's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials, workmanship and/or care and skill are or have been used.
甲方有权随时检查因服务供应而开展的工作，测试服务并检查制造或存放可交付的场所。甲方的检查人员可以采用任何合理的手段，确保正在或已经采用了恰当的材料、工艺和/或维护和技能。
- 2.5 If following such inspection or testing the Customer considers that the Services do not conform or are unlikely to comply with the Supplier's undertakings at Condition 2.2, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
如果此类检查或测试结束后，甲方认为服务不符合或不可能遵守供应商在第 2.2 条作出的各项承诺，甲方应当告知供应商，且供应商必须立即采取确保遵守此类承诺所需的补救措施。
- 2.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Services and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions. 尽管有任何此类检查或测试工作，供应商应当仍旧对服务承担全部责任，且任何此类检查或测试不得减少或以任何其他方式影响供应商的任何合同义务。此外，供应商采取了补救措施后，甲方有权开展进一步检查和测试。

3. Ethical Standards and Audit Requirements **道德标准和审计要求**

- 3.1 The Supplier, its suppliers and sub-contractors shall observe the highest ethical standards and 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.
供应商及其供应商和分包商应当遵守最高道德标准，同时遵守所有适用的、生效的法律、法规、条例以及准则（包括环境条例和国际劳工组织关于童工和强迫劳动的国际劳工标准）。
- 3.2 The Supplier, its suppliers and sub-contractors shall not in any way be involved directly or indirectly with terrorism, in the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose or transport the Goods together with any military equipment. The Supplier shall also warrant that it has checked and will continue to check its staff, suppliers and sub-contractors against the United Kingdom Treasury List of Financial Sanctions Targets, the European Commission's List of Persons and Entities Subject to Financial Sanctions and the list of specially designated individuals and blocked persons maintained by the Office of Foreign Assets Control ('OFAC') of the Department of the Treasury of the United States of America (and any similar list of prohibited persons and entities) and will immediately inform the Customer of any apparent correlation.
供应商及供应商的供应商和分包商不得以任何方式直接或间接涉足恐怖主义、制造或销售武器，或为任何战争相关目的与武装集团或政府存在任何商业关系，或将货物与

任何军事设备同时运输。供应商还保证：其已经并将继续参考《英国财政部金融制裁目标名单》、《欧盟委员会涉及金融制裁的个人和实体名单》以及美利坚合众国财政部海外资产控制办公室的《特别指定个人和受阻人员名单》（以及任何类似的被禁止个人和实体名单）审查其员工、供应商和分包商，且一旦发现其员工、供应商和分包商与上述名单存在任何关系，立即通知甲方。

3.3 The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the Customer's:
供应商必须确保：其雇员、供应商和分包商获悉、了解并遵守甲方的：

- (a) Child Safeguarding policy;
儿童保护政策；
- (b) Fraud, Bribery and Corruption policy; and
反欺诈、贿赂及腐败政策；
- (c) Human Trafficking and Modern Slavery policy,
反人口贩卖以及反现代奴隶政策，

(together, the “Mandatory Policies”), attached to these Conditions.
(统称“强制性政策”)。详见本条款附件。

3.4 The Supplier, its suppliers and sub-contractors shall be subject to, and shall in relation to the Contract act in accordance with, the IAPG Code of Conduct and any local or international standards which are applicable to the Goods.
供应商及其供应商和分包商必须受制于并遵守 IAPG 的行为准则以及适用于货物的任何当地或国际标准。

3.5 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.
供应商正在采取合理的步骤（包括但不限于制定适当的政策和程序），以确保其以符合强制性政策的方式开展业务，并应根据要求向甲方提供确认其遵守的信息。（包括其与任何承包商、雇员或其他供应商代理人的关系）

3.6 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies, and shall inform the Customer of full details of any action taken in relation to the reported breach.
一旦发现任何违法、涉嫌或企图违反强制性政策的情况的，供应商应当尽快通知甲方，并将所报告的违约行为的所有行动的全部细节通知甲方。

3.7 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, for the purpose of making audits, examinations, excerpts and transcriptions. The Supplier agrees the extension of such rights to duly authorised representatives of the European Commission, the

European Court of Auditors and the European Anti-Fraud Office (OLAF), the United States Government, the Controller General of the United States and any other such representatives instructed by a donor organisation of the Customer to carry an audit of the Supplier's operations.

供应商同意针对审计、审查、节选和复制等目的，允许甲方的雇员、代理人、专业顾问或其他正式授权代表检查并审计供应商的所有账簿、文件、凭证以及记录和其他信息，包括电子格式的信息。供应商同意：欧盟委员会、欧洲审计法院以及欧盟反欺诈办公室（OLAF）、美国政府、美国总审计长和甲方的资助组织为了审计供应商的经营情况而指定的任何其他代表也可行使此类权利。

4. Performance

履约

- 4.1 The Supplier shall perform the Services in accordance with the timing specified in the Agreement. Time shall be of the essence in respect of this Condition 4.1. 供应商应当按照协议约定的时间提供服务。对于本第 4.1 条而言，应当把时间视为至关重要的因素。
- 4.2 If the Supplier fails to comply with the time requirement referred to in Condition 4.1 the Customer, without prejudice to its other rights under the Contract, shall be under no obligation to make payment in respect of any Services which are not accepted. 如果供应商未能遵守甲方在第 4.1 条提及的时间要求，在不影响其合同项下的其他权利的前提下，甲方没有义务支付未接受服务的任何款项。
- 4.3 The Services shall be supplied at the destination and on the date or within the period specified in the Agreement and, in any event, during the Customer's usual business hours or as instructed by the Customer. 必须按照协议约定的地点和日期或期限供应服务，且任何情况下，必须在甲方的正常营业时间内或按照甲方的指示供应服务。
- 4.4 The Customer shall not be deemed to have accepted any Services until the Customer has had reasonable time to inspect them following performance. 在甲方在合理的期间对供应商提供的服务进行检验之前，不应视为甲方已经接受任何服务
- 4.5 The Customer shall be entitled to reject any Services supplied which are not in accordance with the Agreement. If any goods that belong to the Customer or that the Customer has agreed to purchase are being transported as part of the Services, such goods shall be returned to the Customer without delay. 甲方有权拒收任何不按照合同约定提供的服务。如果归甲方所有或甲方已经同意采购的任何货物作为服务的一部分正在运输中，应当立即向甲方退还此类货物。
- 4.6 If any Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Services which conform with the Contract. Alternatively, the Customer may cancel the Contract, return any Deliverables to the Supplier at the Supplier's expense and claim costs and direct damages from the Supplier. 如果甲方因此决定拒收服务，供应商则应当按照甲方的意愿立即重新供应符合合同约

定的替代服务。或者，甲方也可以解除合同，并向供应商退还任何可交付物，费用由供应商承担，同时向供应商主张费用和直接损害赔偿。

- 4.7 The Supplier shall ensure that it is available at the request of the Customer outside normal business hours, in order to address the requirements of any emergency in a timely fashion. 供应商应当确保：为了及时解决任何紧急需求，一经甲方请求，可以在非正常营业时间提供服务。

5. Indemnity 赔偿

- 5.1 The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:
供应商必须全额赔偿甲方因以下情况所产生或与之有关的一切（直接或间接）成本、费用、赔偿和损失，包括经裁定要求甲方承担的或甲方已经发生或支付的任何利息、罚金，以及法律和其他专业费用和支出：

- (a) breach of any warranty given by the Supplier in Condition 9;
违反供应商在第 9 条作出的任何担保；
- (b) personal injury, death or damage to property caused to the Customer or its employees arising out of, or in connection with, defects in the supply of the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
因服务供应中的缺陷而对甲方或其雇员造成或与之有关的人身伤害、死亡或财产损失，只要此类服务缺陷归因于供应商及其雇员、代理人或分包商的作为或不作为；
- (c) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
由于服务供应或使用而导致实际或被指称侵犯第三方的知识产权，进而对甲方提出的任何索赔，只要此类索赔归因于供应商及其雇员、代理人或分包商的作为或不作为；
- (d) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
第三方对甲方提出的因服务供应所致的或与之相关的任何索赔，只要此类索赔是由于供应商及其雇员、代理人或分包商违约、过失履行或未履行或延迟履行合同等造成的；
- (e) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the supply of the Services, to the extent that the defect in the Services is attributable to the acts or

omissions of the Supplier, its employees, agents or subcontractors; and 第三方就由于服务供应缺陷而造成或与之有关的死亡、人身伤害或财产损失而对甲方提出的任何索赔，只要此类服务缺陷归因于供应商及其雇员、代理人或分包商的行为或过失；和

- (f) any claim in respect of death or personal injury howsoever caused to any of the employees of the Supplier whilst at the premises of the Customer save where caused by the direct negligence of the Customer or its respective employees or agents.对供应商雇员在甲方场所内的死亡或人身伤害提出的任何索赔，但因甲方或其有关雇员或代理人的作为或不作为而导致的，则不在此限。

6. Price and Payment

价格及付款

- 6.1 The price of the Services shall be the price set out in the Order which includes packing, labelling, carriage, insurance, delivery, royalties and licence fees (if applicable) and all other charges, taxes, duties and impositions and is not subject to alteration for any reason whatsoever.

服务的价格是指订单中约定的价格，包括包装费、标签费、运输费、保险费、交付费用、版权使用费以及许可费（如适用）和所有其他收费、税费、关税和征税，不得以任何理由更改价格。

- 6.2 The Customer reserves the right to withhold payment in respect of Services supplied which are defective, rejected or otherwise not in accordance with the requirements of the Contract.对于已供应但是存在缺陷、被拒收或以其他方式不符合合同要求的服务，甲方有权扣留相应的付款。

- 6.3 The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.

在不限其可能享有的任何其他权利或补救措施的前提下，甲方可以将供应商应付给甲方的任何款项冲抵其根据合同应付给供应商的任何款项。

7. Termination

终止

- 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.甲方可以随时因任何理由以提前至少一个月书面通知供应商的方式全部或部分终止合同。

- 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: 如果供应商有下列情形，则甲方可以用书面形式通知供应商立即终止合同，并且可以随时向供应商追讨任何损失，包括所有相关成本、责任和费用（包括法律费用）：

- (a) the Supplier is in material breach of its obligations under the Contract; or 供应商严重违反其合同项下的各项义务；或

- (b) the Supplier is in breach of its obligations under the Contract and fails to remedy such breach (where the breach is capable of remedy) within 14 days of written request; or
 供应商违反其合同项下的各项义务，且（在违约行为能够予以补救的情况下）未能在收到书面请求后的 14 天内纠正此类违约行为；或
- (c) the Supplier becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or corporate entity) becomes subject to an administration order or goes into liquidation or the Supplier ceases, or threatens to cease, to carry on business; or
 供应商无偿债能力或与其债权人达成自愿安排，或（如是个人或法人实体）服从行政命令或进入清算，或供应商停止或可能停止开展任何业务；或
- (d) the Customer reasonably believes that any of the events mentioned above in sub-sections (a) through (c) is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
 甲方合理认为：有可能发生上述（a）至（c）项与供应商有关的任何事件，并向供应商发出相应通知；或
- (e) the Customer reasonably believes that continuing contractual relations with the Supplier may damage the reputation of the Customer; or
 甲方合理认为：与供应商继续维持合同关系可能会损害甲方的声誉；或
- (f) the Customer reasonably believes that the Supplier has or is engaged in corrupt, fraudulent, collusive or coercive practices.
 甲方合理认为：供应商已经或正在实施腐败、欺诈、共谋或强迫行为。

7.3 Termination of the Contract shall not affect Conditions 2.2, 4.2(a), 4.4, 4.5, 4.6, 5, 8, 9, 12, 13, 14, and 16.7 which shall continue without limit in time. Termination of the Contract shall not affect any rights, liabilities or remedies arising under the Contract prior to such termination. 合同的终止不得影响第 2.2 条、第 4.2(a) 条、第 4.4 条、第 4.5 条、第 4.6 条、第 5 条、第 8 条、第 9 条、第 12 条、第 13 条、第 14 条和第 16.7 条的约定，这些约定应当继续生效，不受时间限制。合同终止不得影响合同终止之前已经产生的任何权利、责任或补救措施。

8. Customer's Name, Branding and Logo

甲方的名称、品牌和标识

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

除非是按照甲方的书面指示或授权，否则供应商不得使用甲方的名称、品牌或标识。

9. The Supplier's Warranties

供应商的担保责任

9.1 The Supplier warrants to the Customer that:
 供应商向甲方担保以下事项：

- (a) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standards of quality as it is reasonable for the Customer to expect in all the circumstances;
(a) 服务将由具有相应资质而且训练有素的人员以最高缜密度、最佳技艺和最大勤奋程度完成，并且将达到甲方在任何情况下都可以合理预期的高质量标准；
- (b) it has all authorisations from all relevant third parties to enable it to supply the Services without infringing any applicable law, regulation, code or practice or any third party's rights and has all necessary internal authorisations to approve the execution and performance under the Contract and will produce evidence of that action to the Customer on its request;
(b) 供应商已经获得所有相关第三方的授权，使其能够提供服务而不会违反任何适用的法律、条例、规范或行为准则或者侵害任何第三方的权利，并拥有签订和执行合同的一切必要内部授权，且一经请求，将向甲方出示相关行为证据；
- (c) it will ensure that the Customer is made aware of all relevant requirements of any applicable law, regulation or code of practice which applies or is relevant to the supply of the Services to the Customer;
(c) 其将确保：甲方获悉适用于向甲方供应之服务或与之有关的任何适用法律、条例或行为准则的所有相关要求；
- (d) information in written or electronic format supplied by, or on behalf of, the Supplier to the Customer at any stage during the tender process, the negotiation process, the due diligence process or the term of the Contract was complete and accurate in all material respects at the time it was supplied, and any amendments or changes to the previously supplied information will be provided to the Customer without delay;
(d) 供应商或其代表在招标过程、谈判过程、尽职调查过程任何阶段或合同有效期内以书面或电子格式向甲方提供的信息，在提供时，在所有重要方面都是完整、准确的，此外，若之前提供的信息发生任何修改或变更，立即告知甲方；
- (e) 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;
(e) 供应商不会并且将设法保证其雇员都不会向甲方的任何供应商或潜在供应商收取任何佣金、礼物、好处费或其他经济利益；
- (f) none of its directors or officers or any of the employees of the Supplier has 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) 其董事或高级职员或其任何雇员均不与甲方的任何供应商或潜在供应商有任何利益关系或者是其中的一方，或以其他方式与甲方的任何交易或安排有利害关系。

9.2 In case of any situation constituting or likely to lead to a breach of a warranty during the term of this Contract, the Supplier shall: 如果合同有效期内发生构成或有可能导致违反担保责任的任何情况，供应商应当：

- (a) notify the Customer in writing and without delay of such breach; and 立即以书面的方式将此类违约行为告知甲方；且
- (b) take all necessary steps to rectify this situation. 采取一切必要的措施，纠正此类情况。

The Customer reserves the right to verify that the measures taken are appropriate and to request additional steps are taken with a specified time period. Failure to implement the requested measures may lead to the termination of the Contract. These rights are without prejudice to the Customer's rights. 甲方有权核实所采取的措施是否合适，并要求在约定的期限内采取额外的措施。如若未能实施所需的措施，有可能导致终止合同。这些权利不得影响甲方的各项权利。

10. Re-tendering 重新招标

The Supplier undertakes to fully co-operate with the Customer in relation to any tender process which may, at the option of the Customer, be carried out at any time in relation to the supply of any of the Services.

供应商承诺在甲方决定就任何服务供应而随时开展的任何招标期间，完全配合甲方的工作。

11. Insurance 保险

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. 合同有效期内，供应商必须向一家声誉良好的保险公司，购买投保范围包括因合同引起或与之有关的一切责任的专业赔偿险、产品责任险以及公共责任险，且一经甲方要求，应当向甲方出示详细说明投保范围的保险证明，以及每份保险当年保费的收据。

12. Confidentiality 保密条款

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, Specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain (the "**Confidential Information**"). The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such

employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. 一方（接收方）必须对另一方（披露方）及其雇员、代理人或分包商向接收方披露或接收方以其他方式获得的具有保密性质的所有技术或商业技术秘密、规范、发明、流程或计划信息，以及接收方可能获得的与披露方的业务或其产品或服务有关的任何其他保密信息（以下简称“保密信息”）严格保密。接收方只能向其因履行接收方合同项下各项义务而必须获悉信息的雇员、代理人或分包商披露此类机密信息，并确保此类雇员、代理人或分包商受制于与约束接收方的义务相当的同等保密义务。

13. Customer property

甲方财产

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (**Customer Materials**) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

供应商承认：甲方向供应商提供的所有资料、设备和工具、图纸、规范书以及数据（简称“甲方资料”）和甲方资料中的全部权利均属于甲方的独家财产。供应商应当自负风险安全保管甲方资料，并维持甲方资料的良好状态，直到向甲方归还。除经甲方的书面指示或授权外，供应商不得处置或使用甲方资料。

14. Notices

通知

14.1 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Agreement or to such other address as shall be notified from time to time in accordance with this Condition and shall be sent by prepaid first-class post, recorded delivery, e-mail, fax or by commercial courier. All notices sent internationally shall be sent by courier or e-mail.

合同所约定的或者与合同相关的任何通知都应当以书面形式发至协议中指定的地址或按照本条款随时通知的其他地址，且应当通过邮资预付的一等邮件、挂号邮递、电子邮箱、传真或商业快递等方式发送。所有国际性通知必须通过快递或电子邮件发送。

14.2 Any notice shall be deemed to have been duly received if sent by prepaid first-class post or recorded delivery, on the second day after posting, or if delivered by commercial courier, on the date that the courier's delivery receipt is signed. 如果通过邮资预付的一等邮件或挂号邮递的方式发送的，通知应当被视为在投递后的第二天正式送达；如果通过商业快递的方式发送的，通知应当被视为在签收送货单之日正式送达。

14.3 This Condition 14 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this Condition, "writing" shall include e-mails and faxes. 本第 14 条的约定不适用于任何法律诉讼期间的任何诉讼或其他文件的送达。对于本条款而言，“书面”应当包括电子邮件和传真。

15. Force majeure 不可抗力

15.1 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 a Force Majeure Event provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

如果合同所约定义务的履行失败或延误，而该失败或延误是由于不可抗力事件所致，则当事方不对在不可抗力事件影响范围内发生的失败或延误承担责任，但供应商应当尽最大努力来克服该不可抗力事件的影响并且恢复合同所约定的工作。

15.2 A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, armed conflict, malicious damage, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters, or extreme adverse weather conditions.

不可抗力事件是指超出一方合理控制范围、无法预见的任何事件，或即使可以预见也无法避免的任何事件，包括罢工、封锁或其他劳资纠纷（无论是涉及其自身的劳动力还是涉及第三方的劳动力）、天灾、战争、恐怖主义、骚乱、内乱、民事或军事部门干扰、武装冲突、恶意破坏、核污染、化学污染或生物污染、音爆、爆炸、建筑物结构坍塌、火灾、洪灾、风暴、地震、海上损失、疫病或类似事件、自然灾害，或极度恶劣天气情况。

15.3 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.

如果有任何事件或情况使供应商无法履行合同所约定的义务持续超过 14 天，甲方可以用书面形式通知供应商立即终止合同。

16. General 一般性条款

16.1 Assignment and subcontracting:
转让和分包:

(a) The Customer may at any time assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract. 甲方可以随时转让、让与、抵押、分包、替代或以其他方式处置其合同项下的任何或全部权利或义务。

(b) 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. 未经甲方的事先书面同意，供应商不得转让、让与、抵押、分包、替代或以其他方式处置其合同项下的权利或义务的任何部分或全部。

16.2 Severance:
可分割性:

- (a) 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. 如果任何法院或主管机关发现合同的某项条款（或某项条款的一部分）为无效、违法或不可执行，则该项条款或部分条款应当在所要求的范围内视为被取消，而合同的其他条款的有效性和可执行性不应当受到影响。
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable. 如果删除部分内容后，合同任何无效、不可执行或不合法的条款有效、可执行且合法的，那么在作出最低修改使其合法、有效并可执行的情况下，条款适用。

16.3 Waiver and cumulative remedies:
弃权及可累计补救措施:

- (a) No waiver of any right or remedy under the Contract shall be effective unless it is in writing and signed by both parties. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. 合同项下任何权利或补救措施的弃权无效，除非双方以书面的方式作出弃权并签字。一方未能或迟延根据合同或法律行使权利或采取补救措施的，不得构成放弃此类或者其他权利或补救措施，也不得阻止或限制该方进一步行使此类权利或采取补救措施。单独或部分行使此类权利或采取补救措施不得阻止或限制进一步行使此类权利或采取补救措施，也不得阻止或限制任何其他权利或补救措施的进一步行使或采取。
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law. 除非另有明文规定，因合同产生的各项权利是可累积的，不得排除依法赋予的其他权利。

16.4 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
无合作关系: 本合同的任何约定不旨在或不应被视为构成双方之间任何形式的合伙关系或合资企业关系，也不得出于任何目的，将任何一方视为另一方的代理。任何一方无权以任何方式作为另一方的代理，或约束另一方。

- 16.5 Third party rights: A person who is not a party to the Contract shall not have any rights under or in connection with it.
第三方权利：非合同当事人无权享有合同项下或与合同相关的任何权利。
- 16.6 Variation: Except as set out in these Conditions, 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 the Customer. The Customer reserves the right to conduct a formal review of the Contract after 12 months. For the avoidance of doubt, no terms and conditions produced by the Supplier, including, but not limited to, those forming part of the Supplier's quotation, shall supersede and take precedence over these Conditions and the Contract.
修改：除了本条款另有约定外，合同的任何变更（包括引入任何增加条款）应当仅在经甲方书面同意并签署之后才具有约束力。甲方有权在 12 个月后对合同开展正式审查。为免生疑问，供应商制定的任何条款和条件，包括但不限于构成供应商报价一部分的条款和条件，不得取代并优先于本条款和合同。
- 16.7 Governing law and jurisdiction: 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 (including non-contractual disputes or claims).
适用法律和管辖权：合同适用英国法律并且按照该法律解释。双方不可撤销地服从英格兰和威尔士法院的专属管辖，以解决因合同、合同的标的物或合同的订立所致或者与之相关的任何争议或索赔（包括非合同争议或索赔）。

16.8 Language

语言

This Contract is drafted in the English language and in Chinese.

本合同以中英文书就。

Any notice given, or other document provided, under or in connection with this Contract shall be in English.

本合同项下或与本合同有关的任何通知或其他文件均应采用英文。

The English language version of this Contract, and any notice or other document relating to this Contract, shall be the definitive version, and shall prevail over any other version if (and to the extent that) there is a conflict, discrepancy or inconsistency.

本合同以及任何与本合同相关的通知或其他文件的英文版本，应为最终版本。任何其他版本如果（并在某种程度上）与本最终版本存在冲突、差异或矛盾，以本版本为准。

SAVE THE CHILDREN'S CHILD SAFEGUARDING POLICY

国际救助儿童会儿童保护政策

Our values and principles

我们的价值观和原则

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, emotional or neglect. The abuse and exploitation of children happens in all countries and societies across the world. Save the Children believes that deliberate harm such as this is not acceptable.

对任何未满 18 岁的人施加伤害或不给予妥善照顾，均构成虐待儿童。虐待儿童可以是身体虐待、性虐待、情感虐待或忽视虐待。虐待和剥削儿童的事件在全世界所有国家和社会均有发生。救助儿童会认为，这样的蓄意伤害是不可接受的。

Save the Children is also aware that children can also be harmed through preventable accidents or incidents.

救助儿童会还意识到，儿童也可能通过可预防的事故或事件受到伤害。

It is expected that all who work with Save the Children are committed to safeguard the children whom they are in contact with and that deliberate acts to harm as well as preventable unintended harm are not tolerated.

预计所有与救助儿童会合作的人都致力于保护他们接触的儿童，并且不能容忍故意伤害和可预防的意外伤害。

What we do

我们的工作方针

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

救助儿童会致力于通过以下工作方针来保护儿童：

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.

认知: 确保所有工作人员以及与救助儿童会合作的所有人都知晓儿童虐待问题以及儿童所面临的风险。

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

预防: 通过认知和良好实践规范来确保所有工作人员以及与救助儿童会合作的所有人都尽力降低儿童所面临的风险。

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

报告: 确保您明白在遇到涉及儿童安全的问题时应当采取哪些步骤。

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

响应: 确保在可能发生涉及虐待儿童的事件时能够采取行动来支持和保护儿童。

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

为了帮助您明确了解我们的儿童保护方针，下面举例说明了不得从事的行为，包括但不限于

1. Hitting or otherwise physically assaulting or physically abusing children.

打儿童或以其他方式侵扰或虐待儿童身体；

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.

与不满 18 周岁的任何人发生性行为或任何形式的性关系，不论当地主流或习俗认定的限制年龄是多大。对儿童的年龄认识有误也不能成为侵犯儿童的理由；

3. Developing relationships with children which could in any way be deemed exploitative or abusive.

与儿童建立可被视为剥削或虐待性质的关系；

4. Acting in ways that may be deliberately abusive in any way or may place a child at risk of harm or abuse.

以任何方式故意虐待或可能使儿童处于伤害或虐待的风险的方式行事；

5. Failing to take action that prevent accidents or harm.

未能采取阻止事故或伤害的措施；

6. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.

使用不当的、冒犯性的或谩骂性质的语言或提出此等建议或意见；

7. Behaving physically in a manner which is inappropriate or sexually provocative.

采取不当的或挑逗性质的身体行为；

8. 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.

在没有其他人监督的情况下与儿童同睡一张床或同睡一室，或者留儿童在家里过夜；

9. Doing things for children of a personal nature that they can do themselves.

为儿童做出儿童自己能够做的私人性质的事情；

10. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.

纵容或参与儿童的非法、不安全或虐待性质的行为；

11. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.

做出侮辱、羞辱、轻视或贬低儿童的行为，或以其他方式对儿童施加情感上的虐待；

12. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.

歧视儿童，对儿童给予差别待遇，或因偏向于某些儿童而排斥其他儿童；

13. Spending excessive time alone with children away from others.

在没有其他人在场的情况下与儿童长时间单独呆在一起；

14. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

使自己处于容易导致遭受不当行为指控的境地。

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

为了能够达到上述报告和响应的标准，**希望您做到以下几点：**

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:

如果您担心某儿童或少年正在受到虐待或忽视（例如上述第 1、2、3、4、6、8、9 和 10 点中所述的情形），或者您担心救助儿童会的某雇员或合作人员有针对某儿童或少年的不当行为，那么您有责任采取以下措施：

- **act quickly and get help** 迅速寻求帮助
- **support and respect the child** 支持并关注该儿童
- **where possible, ensure that the child is safe** 尽可能确保该儿童安全
- **contact your Save the Children contact point (or their manager if necessary) with your concerns immediately** 立即联系您的救助儿童会联系人（或必要时联系他们的经理）处理您的问题
- **keep any information confidential between you and the person you report this to.** 将相关信息对您和您汇报的人以外的人保密。

If you want to know more about the Child Safeguarding Policy then please ask your Save the Children contact point. 如果您想更多地了解“儿童保护政策”，请联系您的救助儿童会联系人。

SAVE THE CHILDREN'S FRAUD, BRIBERY AND CORRUPTION POLICY

国际救助儿童会反欺诈、贿赂和腐败政策

Our values and principles

我们的价值观和原则

Save the Children has a “zero tolerance” policy towards fraud, bribery and corrupt practices (see definitions below).

救助儿童会对欺诈、贿赂和腐败行为采取“零容忍”政策（参见下面的定义）。

All Save the Children employees, partners and vendors have a duty to protect the assets of Save the Children and to comply with relevant laws (including the UK Bribery Act 2010). Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to behave in a dishonest manner while carrying out Save the Children's work.

所有救助儿童会的雇员、合作伙伴和供应商都有义务保护救助儿童会的资产并遵守相关法律（包括英国 2010 年贿赂法）。救助儿童会不允许任何合作伙伴、供应商、分包商、代理人或者救助儿童会聘用的任何个人在开展救助儿童会的工作时有不诚信行为。

What we do

我们的工作方针

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

救助儿童会致力于通过以下工作方针来防止欺诈、贿赂和腐败行为：

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

认知： 确保所有工作人员以及与救助儿童会合作的所有人都知晓欺诈、贿赂和腐败问题。

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

预防： 通过认知和良好作业规范来确保所有工作人员以及与救助儿童会合作的所有人都尽量降低欺诈、贿赂和腐败的风险。

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 fraud, bribery and corruption.

报告： 确保所有工作人员以及与救助儿童会合作的所有人都明白在涉及欺诈、贿赂和腐败指控的问题时应当采取哪些步骤。

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

响应： 确保能够采取行动来维护和保护资产，并且确保能够辨识欺诈、贿赂和腐败案件。

To help you identify cases of fraud, bribery and corruption, some examples have been set out below, however this list is not exhaustive. If in doubt, contact your Save the Children representative or email scifraud@savethechildren.org:

为了帮助您辨识欺诈、贿赂和腐败案件，以下列出若干种行为；属于腐败的行为包括但不限于这些行为。如有疑问，请联系您在救助儿童会的代表或发邮件至 scifraud@savethechildren.org：

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.

支付或提供贿赂——某人以不正当手段向他人提供、给予或承诺任何形式的物质利益或其他好处（无论是以现金形式还是以实物形式），以求影响其在某方面的作为。

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.

收取或索取贿赂——某人以不正当手段索取、同意接收或收取任何形式的物质利益或其他好处（无论是以现金形式还是以实物形式），而这种物质利益或其他好处会影响或者旨在影响此人在某方面的作为。

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.

收取或支付所谓的“活动费”或“疏通费”——某人以不正当手段向他方收取贵重物品，以换取其履行按照其职业要求无论如何都应该提供的服务，或者采取按照其职业要求无论如何都应该采取的其他行动。

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.

裙带关系或任人唯亲——某人以不正当手段利用其职务之便在某方面为其朋友、亲属或其他私人关系者提供便利或物质利益，例如，通过授予合同或其他物质优势。

e) Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.

挪用公款——某人以不正当手段使用属于某机构或个人的资金、财产、资源或其他资产。

f) Receiving a so-called 'Kickback' Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.

收取所谓的“回扣”——某人为了参与腐败的招标或投标过程而以不正当手段向供应商收到一定份额的资金、佣金、物质利益或其他好处。

g) Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.

串通——某人以不正当手段与他人暗中勾结以规避、破坏或者以其他方式无视规则、政策或指导原则。

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.

滥用职权——某人以不正当手段利用其在机构中的职位为自己或任何他方谋取物质利益。

i) Conflict of interest - where an individual knowingly has an undisclosed business interest in an entity involved in a commercial relationship with Save the Children.

利益冲突——其中个人在与救助儿童会有商业关系的实体中具有未公开的商业利益

j) Procurement fraud - where an individual engages in any dishonest behaviour relating to procurement or tendering process, e.g. falsely created bids or quotes.

采购欺诈——一个人在采购或招标过程中从事任何不诚实行为，例如虚构出价或报价

k) Supply chain fraud - where an individual misdirects or steals goods, forges stock records, or creates fictitious companies through which to channel payments.

供应链欺诈-其中个人误导或偷窃货物，伪造库存记录，或创建虚构的公司以通过这些公司进行支付

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

为了能够达到上述报告和响应的标准，**希望您做到以下几点：**

You have a duty to protect the assets of Save the Children from any form of dishonest behaviour. Furthermore, you must immediately report any suspicion of fraud, bribery or corruption to Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.

您有责任保护救助儿童会的资产，使其免受任何形式之不诚信的损害。另外，您必须立即向救助儿童会举报任何疑似欺诈、贿赂或腐败案件。知情不报将被视为严重错误，并且可能导致与救助儿童会任何协议的终止。

You are obliged to:-

您有责任采取以下措施:

- act quickly and get help through the channels mentioned below

迅速行动并向以下渠道寻求帮助;

- encourage your own staff to report on fraud, bribery and corruption

鼓励您的员工举报欺诈、贿赂和腐败案件;

- contact a member of the Save the Children senior management team, (which includes the Country Director) and/or the Save the Children Head of Fraud Management at scifraud@savethechildren.org with the concerns immediately

立即联系救助儿童会的高级管理层人员（包括国家首席代表）和/或通过发送邮件至 scifraud@savethechildren.org 向救助儿童会反欺诈管理团队负责人反映您所担心的问题;

- keep any information confidential between you and the person you report this to.

将相关信息对您和您汇报的人以外的人保密。

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

未遂欺诈、贿赂和腐败行为具有与实际的欺诈、贿赂和腐败行为同样的严重性，应当受到本政策所规定的同样处罚。

If you want to know more about the Fraud, Bribery and Corruption Policy then please ask your Save the Children contact point.

如果您想进一步了解“反欺诈、贿赂和腐败政策”，请联系您的救助儿童会联系人。

SAVE THE CHILDREN'S HUMAN TRAFFICKING AND MODERN SLAVERY POLICY

救助儿童会的反人口贩卖与反现代奴隶政策

1. Our values and principles 我们的价值和原则

Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in human trafficking or modern slavery.

救助儿童会不允许任何合作伙伴、供应商、分包商、代理人或任何受聘的个人参与人口贩卖或现代奴隶制。

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

本政策适用于我们的全体员工或在任何职权内代表我方的人员，包括各级雇员、负责人、主管人员、机构工作人员、辅助员工、志愿者、实习生、代理人、承包商、外部顾问、第三方代表和商业合作伙伴。

2. What is human trafficking and modern slavery? 什么是人口贩卖和现代奴隶?

The Modern Slavery Act (MSA) 2015 covers four activities:

2015 年现代奴隶法案包括 4 种活动:

Slavery 奴隶	Exercising powers of ownership over a person 对他人拥有所有权
Servitude 奴役	The obligation to provide services is imposed by the use of coercion 以胁迫方式要求提供服务
Forced or compulsory labour 强迫或强制劳动	Work or services are exacted from a person under the menace of any penalty and for which the person has not offered themselves voluntarily 通过威胁进行任何处罚的方式逼使他人非自愿地进行工作或提供服务
Human trafficking 人口贩卖	Arranging or facilitating the travel of another person with a view to their exploitation 为剥削目的的安排或促成输送他人

Modern slavery, including human trafficking, is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

现代奴隶制，包括人口贩卖，是侵犯基本人权的犯罪行为。它有多种形式，如奴隶制、奴役、强迫和强制劳动及人口贩卖，其共同性质是个人被他人剥夺了自由，他人从中获得个人或商业利益。我们对现代奴隶制持零容忍态度，我们致力于以合乎道德的方式行事，在所有业务中和商业关系中保持诚信，实施和执行有效的体系和管控制度，以确保现代奴隶制不会出现在我们的业务或任何供应链之中。

We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including:

我们还致力于确保在我们自身的业务中和在供应链中处理现代奴隶制问题的方式具有透明度，与我们的国家和国际披露义务一致，并遵守所有当时有效适用的法律、法规、条例和准则，包括：

- **UK Modern Slavery Act 2015 (see above);**
2015 英国《现代奴隶法》(参见上文);
- **US Trafficking Victims Protection Act 2000;**
2000 美国《人口贩运受害者保护法》
- **USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and**
USAID ADS 303 强制标准条款，人口贩卖 (2015 年 7 月); 和
- **International Labour Standards on Child Labour and Forced Labour.**
《关于童工和强迫劳动的国际劳工标准》

3. Our approach to preventing human trafficking and modern slavery 我们应对人口贩卖和现代奴隶制问题的方式

Save the Children is committed to preventing human trafficking and modern slavery, including through the following means: 救助儿童会致力于通过以下方式防止人口贩卖和现代奴隶制行为：

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of human trafficking and modern slavery.

了解：确保救助儿童会的所有工作人员以及与救助儿童会合作的所有人都了解人口贩卖和现代奴隶制问题。

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of human trafficking and modern slavery.

预防：通过认知和良好作业规范来确保所有工作人员以及与救助儿童会合作的所有人都尽量降低人口贩卖和现代奴隶制的风险。

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 human trafficking and modern slavery.

报告：确保救助儿童会的所有工作人员以及与救助儿童会合作的所有人都明确，在遇到涉及人口贩卖和现代奴隶制指控的相关问题时应当采取哪些步骤。

Responding: Ensuring that action is taken to identify and address cases of human trafficking and modern slavery.

回应：确保能够采取行动来辨识和解决人口贩卖和现代奴隶制问题。

To help you identify cases of human trafficking and modern slavery, the following are examples of prohibited categories of behaviour:

为帮助您辨识出什么是人口贩卖和现代奴隶制行为，下方列举了一些被禁止的行为：

- a. **'chattel slavery'**, in which one person owns another person. 奴役制度——某人对他人拥有所有权。
- b. **'Bonded labour' or 'debt bondage'**, which is when a person's work is the security for a debt – effectively the person is on 'a long lease' which they cannot bring to an end, and so cannot leave their 'employer'. Often the conditions of employment can be such that the labourer can't pay off their debt and is stuck for life, because of low wages, deductions for food and lodging, and high interest rates.
债役劳动或债奴——当个人所做的工作是作为债务担保的时候——实际是指其处于一种永远无法到头的“长期租用”关系，其无法离开“雇主”。通常，由于低工资、食宿扣减以及高利息的雇佣条件，导致劳动者无法偿还其债务，从而终身受困。
- c. **'Serfdom'**, which is when a person has to live and work for another on the other's land. 农奴制——个人不得不在他人土地上生活和工作。
- d. **Other forms of forced labour**, such as when passports are confiscated (sometimes by unscrupulous recruitment agencies) from migrant workers to keep them in bondage, or when a worker is 'kept in captivity' as a domestic servant. If a supplier or contractor appears to impose excessively harsh working

conditions, or excessively poor wages, then you should always be alive to the possibility that a form of forced labour is occurring, and take care with your due diligence. 其他形式的强迫劳动——比如，流动工人的护照被没收（有时由不诚实的招聘机构没收），使其被奴役，或工人“被囚禁”作为家庭奴隶。如果供应商或承包商有可能强加过多严苛的工作条件，或支付过低的工资，你应随时察觉到可能在发生某种形式的强迫劳动，应展开尽职调查。

- e. **‘Child slavery’**, which is the transfer of a young person (under 18) to another person so that the young person can be exploited. Child labour may, in fact, be a form of child slavery, and should not be tolerated. See the Save the Children Child Safeguarding Policy for further details. “儿童奴隶”——将不满18岁的儿童输送给他人，以供其剥削。实际上，童工也是儿童奴隶的一种形式，不应被容忍。更多详情参见救助儿童会的儿童保护政策。
- f. **‘Marital and sexual slavery’**, including forced marriage, the purchase of women for marriage, forced prostitution, or other sexual exploitation of individuals through the use or threat of force or other penalty. 婚姻与性奴——包括强迫婚姻、购买女性以结婚、强迫卖淫，或通过使用或威胁使用暴力或其它惩罚方式对他人进行其它形式的性剥削。

4. The commitment we expect from commercial partners 我们期望商业合作伙伴做出的承诺

We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we may include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards. 我们期望所有承包商、供应商和其他商业合作伙伴遵循同样的高标准，作为我们合作流程的一部分，其中将包括具体的禁止强迫使用劳工、强制劳动、贩卖劳工或任何奴役劳工（无论是成人或儿童）的条款，我们期望供应商能要求其自身的供应商遵循同样的高标准。

Please contact your Save the Children representative if you have further questions. 欲了解更多详情，请联系当地救助儿童会的代表。



CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS

IAPG代理及供应商行为准则

Suppliers and manufacturers to Non Governmental Organisations (NGO's) should be aware of the Code of Conduct initiatives that the Inter-Agency Procurement Group (IAPG) support. This information is to advise you, our suppliers, of the Corporate Social Responsibility (CSR) element in our supplier relationships. 非政府组织的供应商和制造商必须了解 Inter-Agency Procurement Group (IAPG) 支持的行为准则。本行为准则旨在告知广大供应商，企业社会责任 (CSR) 是我们维持供应商关系的一大要素。

- Goods and services purchased are produced and developed under conditions that do not involve the abuse or exploitation of any persons. 所采购货物和服务的生产和开发不得涉及虐待或剥削任何人。
- Goods produced and delivered by organisations subscribe to no exploitation of children 任何组织生产和交付货物不得剥削儿童。
- Goods produced and manufactured have the least impact on the environment 所生产和制造的货物产生最低环境影响。

Code of Conduct for Suppliers: 供应商的行为准则:

Goods and services are produced and delivered under conditions where: 在以下条件下生产和交付货物及服务:

- Employment is freely chosen 自由选择的雇佣关系;
- The rights of staff to freedom of association and collective bargaining are respected. 尊重员工的结社自由以及集体谈判等权利;
- Living wages are paid 支付生活保障工资
- There is no exploitation of children 没有剥削儿童;
- Working conditions are safe and hygienic 工作条件安全、卫生;
- Working hours are not excessive 工作时间不超时;
- No discrimination is practised 不存在歧视;
- Regular employment is provided 提供正规就业;
- No harsh or inhumane treatment of staff is allowed. 不允许苛刻或不人道对待员工。

Environmental Standards: 环境标准:

Suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas to be considered are: 供应商至少应遵守与其业务环境影响有关的一切法规和其他法律要求。需考虑的方面:

- **Waste** Management
废物管理;
- **Packaging** and Paper
包装及纸张;
- **Conservation**
保护;
- **Energy** Use
能源使用;
- **Sustainability**
可持续性。

Business
商业行为:

Behaviour:

IAPG members will seek alternative sources where the conduct of suppliers demonstrably violates anyone’s basic human rights, and there is no willingness to address the situation within a reasonable timeframe.

如有证据表明，供应商的行为违反了任何人的基本人权，且供应商不愿意在合理的时间内解决该问题的，IAPG成员将寻求其他来源。

IAPG members will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments which systematically violate the human rights of their citizens.

如果供应链内的公司涉及制造武器或向有组织地违反其居民的人权的政府出售武器，IAPG成员将寻求其他来源。

Qualifications to the statement
声明资格

Where speed of deployment is essential in saving lives, IAPG members will purchase necessary goods and services from the most appropriate available source.

如果调度速度对拯救生命至关重要，IAPG成员将向最合适且可用的来源采购必要的货物和服务。

Disclaimer
免责声明

This Code of Conduct does not supersede IAPG Members’ individual Codes of Conduct. Suppliers are recommended to check the Agencies’ own websites.

本行为准则不取代IAPG各成员自身的单独行为准则。建议供应商访问代理各自的网站。