# Ufi VocTech Trust

## Terms and Conditions of Grant

These are the standard terms and conditions of grants made by Ufi VocTech Trust, a company limited by guarantee (incorporated in England and Wales with number 3658378 and registered charity number 1081078, whose registered office is at Office 605, Albert House, 256-260 Old St, London EC1V 9DD (the '**Trust'** or '**we'** or '**us'**).

These Terms and Conditions, the Application, the Project Initiation Document and the Letter of Confirmation constitute the whole agreement between your organisation and us (the '**Agreement'**).

When we refer to 'you' or 'your organisation' we mean the organisation which submitted the application to us for grant funding via our online portal.

1. **Definitions**

The following defined terms shall have the following meaning in the context of these terms and conditions:

1.1 'Application' means the agreed application for funding submitted by you to us;

1.2 'Agreement' means these Terms and Conditions, the Application, the Project Initiation Document and the Letter of Confirmation;

1.3 "controller", "processor", "personal data" and "processing" shall have the meanings given to them in the UK GDPR;

1.4 "Data Privacy Laws" means all applicable data protection and privacy legislation in force from time to time in the UK including, as applicable (i) the Data Protection Act 2018, (ii) the UK GDPR, (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426), and (iv) all other applicable laws and regulations relating to the processing of personal data and privacy, including guidance and codes issued by the Information Commissioner, statutory instruments (and any re-enactment or amendment of such laws and regulations);

1.5 'Exploitation Period' has the meaning given in Clause 16.3;

1.6 'Grant' means the sum (specified in the Letter of Confirmation) to be provided by us to you in accordance with the Payment Schedule and subject to the Terms and Conditions;

1.7 'Intellectual Property Rights' means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions;

1.8 'Know-How' means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;

1.9 'Letter of Confirmation' means the letter (which may be sent by email) confirming the details of the Grant and our approval of the Project Initiation Document which we will send you to confirm our agreement of the Project Initiation Document and other relevant details;

1.10 'Payment Schedule' shall mean the details regarding the payment of the Grant as set out in the Project Initiation Document;

1.11 'Project' means the project set out in the Project Initiation Document;

1.12 'Project Equipment' means any item of equipment purchased wholly or partly using the Grant;

1.13 'Project Initiation Document' means the plan for the Project as agreed between you and us and as amended from time to time in accordance with Clause 10 below;

1.14 'Project IP' has the meaning given in Clause 16.2;

1.15 'Relevant Requirements' has the meaning set out in Clause 6.1.1;

1.16 'Terms and Conditions' means these terms and conditions as may be amended from time to time.

1.17 'UK GDPR' means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of s.3 of the European Union (Withdrawal) Act 2018.

## 2. Project approval

Payment of the Grant is subject to us approving your Project Initiation Document, which must include details of the Project goal, objectives and beneficiaries, budget and key milestones for implementation of the Project, with the expected timeframe for implementation in a Payment Schedule. We expect to pay the first instalment on issuing the Letter of Confirmation. We will not unreasonably withhold or delay issuing the Letter of Confirmation.

## 3. Purpose and use of Grant

3.1 Except as otherwise agreed by us in advance in writing, you may use our Grant only for the Project, in accordance with the terms and conditions of this Agreement. If you wish to vary the Project in any way, you must first obtain our written permission. The Grant is for the use of your organisation and must not be given, or transferred, to any third party.

3.2 You may not use any part of the Grant:

3.2.1 to make any payment to the trustees or members of your governing body or persons (or business entities) connected to the trustees or members of your governing body without our prior written consent; or

3.2.2 to pay for any core costs or overheads which are not related to the Project.

3.3 You hereby undertake to apply the Grant exclusively in pursuit of our charitable purposes, which are the advancement of education of the public and the promotion of industry and commerce for the public benefit, through the agreed method in accordance with the Project Initiation Documentation.

3.4 You hereby acknowledge and agree that private or personal benefits (to you or third parties) arising from the Grant are permissible so long as they are no more than incidental' (i.e. a necessary result or by-product) to furthering our charitable purposes for the public benefit.

4. **Payment of Grant**

4.1 We will instruct our bank to pay the Grant to your organisation's bank or building society account in accordance with the details which you provide to us.

4.2 No Grant, or part of the Grant, shall be paid unless we are satisfied that such payment will be used for proper charitable expenditure in the delivery of the Project.

4.3 The payment of each instalment by us in accordance with the Payment Schedule is subject to:

4.3.1 your satisfactory completion of the relevant milestones set out in the Project Initiation Document; and

4.3.2 your continued compliance with the Terms and Conditions and other documents forming part of this Agreement.

4.4 The amount of the Grant shall not be increased in the event of any overspend by you in your delivery of the Project.

4.5 You shall obtain clearance under any applicable laws, statute or regulations in any jurisdiction to enable us to pay the Grant to you, in accordance with this Agreement.

4.6 Both parties acknowledge that the Grant is inclusive of any tax (including value added tax) to the extent any tax is payable on all or any part of the Grant. You will indemnify us for any tax (including value added tax) that becomes payable by us on, or in relation to, all or any part of the Grant.

5. **Your obligations**

5.1 You must:

5.1.1 apply the Grant solely for the Project in accordance with the Project Initiation Document;

5.1.2 during the period of the Project, promptly inform us about any material developments that may affect the Project, including without limitation any changes and/or developments that may affect the expected date of completion or viability of the Project or key milestones in the Project Initiation Document;

5.1.3 promptly provide us with information about the Project in response to any reasonable request we make;

5.1.4 comply with the reporting requirements set out at Clause 8 of this Agreement;

5.1.5 keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies you receive;

5.1.6 ensure Project Equipment is, where appropriate, adequately insured and maintained until the end of the Project or the useful life of the Project Equipment, whichever is the later;

5.1.7 not use Project Equipment for any purpose other than the Project without our express written consent in advance;

5.1.8 where the Project involves children and/or vulnerable adults, put in place and adhere to appropriate policies for the protection of such children and vulnerable adults;

5.1.9 comply with the Fundamental Principles of Employment set out in the Schedule to this Agreement; and

5.1.10 carry out all of your responsibilities in relation to the Project with all necessary skill, care and diligence.

5.2 You must not:

5.2.1 use the Grant to pay for any expenditure commitments entered into before or after the term of this Agreement (as described in clause 20);

5.2.2 induce or encourage violations of law in the UK or in any country in which the Project is being carried out under this Agreement;

5.2.3 purchase any land or building without our prior written agreement unless specifically granted for that purpose;

5.2.4 undertake any activities inconsistent with our governing documents (including our charitable purposes) or the charity, tax or other laws of England and Wales; or

5.2.5 make any payments which contravene (or would contravene if made by us) any laws or regulations, including the Bribery Act (and requirements referred to in clause 6).

5.3 Should any part of the Grant remain unspent at the end of the term of this Agreement, we may demand that the unspent monies are returned to us, or agree in writing that you may retain the unspent monies to use for our charitable purposes.

5.4 We reserve the right to impose additional conditions in respect of the Grant if and to the extent necessary in our reasonable opinion to protect us and to ensure that the Grant is used only for the Project.

6. **Anti-bribery and corruption**

6.1 You shall:

6.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act ("**Relevant Requirements**");

6.1.2 not engage in any activity, practice or conduct which, notwithstanding the fact that it is not carried out in the UK, would constitute an offence under sections 1, 2 or 6 of the Bribery Act if such activity, practice or conduct had been carried out in the UK;

6.1.3 have and shall maintain in place throughout the term of this Agreement your own policies and procedures, including adequate procedures under the Bribery Act, to ensure compliance by it and any associated person with the Relevant Requirements and Clause 6.1.2, and will enforce them where appropriate;

6.1.4 promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this Agreement; and

6.1.5 immediately notify us in writing if a foreign public official (as defined in the Bribery Act) becomes an officer or employee of your organisation or acquires a direct or indirect interest in your organisation.

6.2 For the purpose of Clause 6.1, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with sections 7 (and any guidance issued under section 9), sections 6(5) and 6(6) and section 8 of the Bribery Act respectively or, in the case of any other relevant legislation in any other jurisdiction, the adequacy of procedures shall be interpreted in accordance with the provisions of the relevant legislation in that jurisdiction. For the purpose of Clause 6.1, a person associated with an organisation includes but is not limited to any subcontractor of the organisation.

7. **Data Protection**

7.1 Each Party agrees to comply with the Data Privacy Laws.

7.2 The Parties do not anticipate extensive personal data being shared under the Project and understand that any personal data shared (for example, Project lead contact information) will be shared as independent controllers.

7.3 If personal data will be shared, the Parties will agree such additional terms as are reasonably required to ensure compliance with the Data Privacy Laws.

7.4 We may:

7.4.1 publish (whether by way of the distribution of printed matter or public display on a generally accessible web site or by any other means whatsoever) information about the Grant and/or the Project, which may include relevant personal data such as the names and job titles of your organisation or its representatives; and

7.4.2 anonymise your representatives' personal data for research and statistical purposes.

8. **Reporting requirements**

8.1 Both you and we shall closely monitor the delivery and success of the Project throughout the duration of this Agreement to ensure that the aims and objectives of the Project as detailed in the Project Initiation Documentation are being met and that this Agreement is being adhered to.

8.2 You shall:

8.2.1 During the period of the Project, provide us with progress reports at monthly intervals (or such other intervals as we may jointly agree in the Project Initiation Document) in such format as we may from time to time reasonably require and using any model documentation or reporting framework as we may from time to time reasonably stipulate. The progress reports shall include details of the progress of the Project and detailed financial information regarding your expenditure on the Project against the budget together with all such other information as we may reasonably require; and

8.2.2 Within 3 months of the end of the Project, submit to us a full report covering all aspects of the Project in such form as we may reasonably require.

8.2.3 Agree to provide evidence of impact to support wider evaluations of the Trust's grant funding as required.

8.3 We may instruct you to submit your reports electronically or via such website as we may specify from time to time.

8.4 You agree that we may publish any reports or extracts or summaries of information contained in reports provided to us pursuant to Clause 8.2 on our public website and grant us a free of charge, non-exclusive perpetual licence for this purpose. Publishing of these reports will be with your prior approval and will not include any detailed financial, commercial or other confidential information or Project IP contained in grant progress reporting (unless you expressly authorise us to include such detail). The reports would be attributed to you and would be available under a Creative Commons Public Licence (Attribution-NonCommercialShareAlike 4.0 International, full details of which can be found online at the Creative Commons website.

8.5 On request from us, you shall provide us with such additional information, explanations and documents as we may reasonably require in order for us to establish that the Grant has been used properly in accordance with this Agreement.

9. **Right of audit and inspection**

9.1 If legally required to undertake an external audit, and if requested by the Trust, you shall procure that your external auditors confirm in writing to the Trust that: (a) they signed their opinion on the annual accounts of your organisation without qualification; and (b) the management letter from the auditors raises no matters that significantly affect the administration of the Grant or the fulfilment of the Project Initiation Document. You shall provide a copy of the management letter to us on request.

9.2 We shall have the right, at our discretion and expense, to audit (either by ourselves or by using a third party) the Grant, any income and/or expenditure relating to the activities funded by the Grant, and/or any systems you use in connection with the Grant. Where elements of expenditure under the Grant have been sub-contracted or sub-granted (with our prior written consent or as contemplated in the Application, the Project Initiation Document or the Letter of Confirmation), you shall ensure that such right of audit may be exercised over the accounts, records, equipment and facilities of any sub-contractor or sub-grantee.

9.3 We shall have the right to inspect and monitor your activities in connection with the Project in order to ensure that your obligations under the Schedule to this Agreement are being carried out.

9.4 To give effect to our rights above, if requested by the Trust, you shall (or shall procure that any third party appointed by you in connection with the Project shall) provide us (or our agents or advisers) access to:

9.4.1 accounting and other records and documents relating to the Grant and the Project, including the employment records of persons employed in whole or in part to carry out the Project;

9.4.2 any Project Equipment or facilities acquired or funded by the Grant, whether in the possession of your organisation or that of any of your sub-contractors or subgrantees;

9.4.3 the sites and physical locations at which the Project is being carried out;

9.4.4 your employees and agents for the purpose of discussing the Project; and

9.4.5 any other documents, records or premises which we may reasonably need to inspect in order to determine whether you are carrying out your obligations under these Terms and Conditions.

9.5 You shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least 6 years following receipt of any Grant monies to which they relate. We (including via our agents) shall have the right to review these accounts and records that relate to the expenditure of the Grant, and shall have the right to take copies of such accounts and records.

10. **Changes to the Project Initiation Document**

10.1 If you consider that any changes to the Project Initiation Document are necessary or desirable you shall make written proposals to us for changes to the Project Initiation Document.

10.2 No change to the Project Initiation Document shall be effective without our express prior written approval.

11. **Increases in funding**

11.1 You acknowledge and confirm that your Application has been made in good faith and in the belief that the amount of the Grant (together with any other funds that you may have obtained for the purposes of the Project, if any) shall be sufficient to allow you to complete the Project. You also acknowledge that we are unlikely to provide additional funding if it is required.

11.2 If you request additional funding, we shall be under no obligation to make a grant of additional funding or to consider any revised Application for re-assessment that is submitted to us.

12. **Confidentiality**

12.1 You shall keep all Confidential Information strictly confidential and shall use it solely in connection with the Grant. You may not at any time disclose, without our prior written consent, any Confidential Information, save as required by law, regulation or any government or competent regulatory authority to which you are subject or to which you submit and to your professional advisors and bankers, as necessary.

13. **Press and media**

13.1 If required by the Trust, the Trust and your organisation will agree a co-branded press release at the outset of the Project to be released following the Letter of Confirmation (or at such other agreed time), and you will be invited to attend other press briefing or events as appropriate.

13.2 As an important stakeholder in the work of your organisation, we have an interest in keeping up to date with all significant existing or proposed media coverage. We therefore ask that you keep us informed of any significant media attention on a timely basis – whether it is positive or negative. In addition if you or your organisation is nominated or you nominate yourselves for an award, you shall make us aware at the earliest opportunity.

13.3 You shall promptly (and in any event, not later than one month after publication) provide us with copies of any documents placed in the public domain by you (e.g. your annual report, any newsletters, publicity material, etc) in the 12-months preceding and at any time during the period that the Terms and Conditions have effect.

13.4 You understand that the Grant does not confer upon you any special recognition from, endorsement by, or affiliation with, us.

13.5 You shall consult with us prior to the publication or release of any information relating to your activities that would have a serious adverse impact on our reputation.

13.6 We may acknowledge your involvement in the Project as appropriate without prior notice.

14. **Branding and communications**

14.1 You shall acknowledge our Grant on your website and in other marketing materials as we may reasonably request from time to time.

14.2 You agree to include our logo with reasonable prominence when referring to the Ufi funded project and agree to refer to support from, and the relationship with, the Trust, in your main promotional literature (including in your annual report) and on the appropriate page of your website using the following wording (which we will review with you as necessary): Funded by Ufi VocTech Trust.

14.3 As a funder, we will require co-branded publicity on marketing material about your organisation in relation to the funded project and any associated activity, which will need to be approved by us in advance. You shall not otherwise make any public statement (including on your website) which refers to the Trust, without first agreeing the form of wording with us (and we shall not unreasonably withhold or delay our consent).

14.4 You shall keep us informed of any public communication relating to the Project, including without limitation press releases, written publications, presentations and talks arising from the Project. At our request and in normal circumstances, you shall ensure that the Trust receives full acknowledgement of its role in funding the Project.

15. **Other requirements**

15.1 You shall inform us if you make any material change to your constitutional documents or any changes to your charitable or company objects (if applicable) which may materially alter the basis on which the Grant was made or your ability to deliver the Project.

15.2 You must comply with all laws and regulations to which you are subject, including, but not limited to those in relation to charities (if relevant), public liability, health and safety and employment.

16. **Intellectual property**

16.1 All rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either us or you prior to the commencement of this Agreement or developed by either of us during the period of this Agreement, shall remain the property of that party.

16.2 If we provide you with any of our Intellectual Property Rights for use in connection with the Project (including without limitation our name and logo), then on the termination or expiry of this Agreement, you shall, upon our request (acting reasonably), cease to use such Intellectual Property Rights immediately and either return or destroy materials using such Intellectual Property Rights.

16.3 You warrant that no materials provided to us by you in connection with the Project or these Terms and Condition will infringe the copyright or other Intellectual Property Rights of any third party.

16.4 You are expected to promptly use, exploit or disseminate any Intellectual Property Rights which are generated through carrying out the Project ("**the Project IP**") in such a way as to ensure that there is public benefit derived from the Project to the extent that it is practical and possible to do so. Without limitation, this could be achieved through publication of Project IP, or through the application of the Project IP in ways that are accessible to a significant section of the public, or by otherwise usefully deploying the Project IP for the public benefit.

16.5 During the period starting on the date on which the final payment of Grant is made and ending 18 months thereafter ("**the Exploitation Period**"), you shall take reasonable steps to use, exploit or publish the Project IP as set out in the Project Initiation Documentation, or by some other means acceptable to us.

16.6 You will provide us with any information or evidence that we require in order for us to evaluate whether the above Clause 16.3 is being complied with.

16.7 If you do not, in our reasonable opinion, exploit the Project IP within the Exploitation Period pursuant to Clause 16.5, you shall act in good faith and cooperate with us to enable the Project IP to be used for the public benefit. This may include making the Project IP freely and publicly available and/or granting a licence to enable others to use the Project IP to further charitable purposes for the public benefit.

17. **Withholding and repayment of Grant**

17.1 If we have not approved your Project Initiation Document within 6 months of these Terms and Conditions being signed, or the Project does not commence within 3 months of the intended start date for the Project, we may withdraw the Grant unless we have agreed an extension in writing before such deadlines.

17.2 We may require that you repay promptly any Grant or part of a Grant which has not been spent for the purpose for which it was given.

17.3 If we make an overpayment to you, we shall have the right, at our option, to require you to reimburse such overpayment within 14 days, or to set such overpayment off against any future payment due to you from the Trust. You must notify us of any such overpayment as soon as reasonably practicable after you become aware of any overpayment.

17.4 We may withhold further payments of instalments of the Grant if:

17.4.1 you materially fail to meet the milestones or any other key performance targets set out in the Project Initiation Document;

17.4.2 we consider that you have not made satisfactory progress with delivery of the Project;

17.4.3 the Project is suspended or materially altered;

17.4.4 in our reasonable opinion, you have been negligent in delivering the Project;

17.4.5 you obtain duplicate funding from a third party for the Project;

17.4.6 you are in material breach of the Terms and Conditions, or any further written agreements between us and you varying the terms of the Grant, and having been given written notice of such breach by us you fail to remedy the breach within a period of 28 days;

17.4.7 you do anything which brings (or in our reasonable opinion is reasonably likely to bring) our reputation into disrepute;

17.4.8 you cease to operate (unless your organisation merges with, or is replaced by, another person or organisation which assumes, with our prior written consent, all of your obligations under this Agreement and which, in our opinion, is able to carry out the Project to our satisfaction);

17.4.9 you or any of your employees or officers act fraudulently or with criminal intent or commits any offence under the Bribery Act 2010;

17.4.10 you or any of your employees or officers act dishonestly or negligently at any time in a way which is directly or indirectly to the detriment of the Project;

17.4.11 your Application, the Project Initiation Document or any reports and other information provided by you to us in connection with the Grant are found to be incorrect or misleading in any material way;

17.4.12 your organisation is dissolved or becomes insolvent, or it is put into administration or receivership or liquidation or an arrangement is made with your creditors or there is an equivalent event in the country in which you are established.

17.4.13 the Charity Commission uses it powers to appoint an Interim Manager to act as receiver and manager over your assets and affairs.

17.5 We may require you to repay promptly any part of the Grant you have already received if any of the circumstances set out in paragraph 17.4.3 to 17.4.13 occurs.

18. **Limitation of liability**

18.1 The Trust's liability under this Agreement shall be limited to the payment of the Grant (subject to and in accordance with these Terms and Conditions).

18.2 Your organisation shall be fully responsible and liable (and the Trust shall to no extent be responsible or liable, financially or otherwise) for all liabilities expenditure, claims, demands, actions, costs, expenses, losses and damages arising out of or in relation to:

18.2.1 any non-payment of the Grant or any instalment of it on any due date; or

18.2.2 the Project or any use of the Grant.

18.3 We shall not indemnify your organisation against any claim for compensation or against any other claims for which your organisation may be liable.

19. **Warranties and undertakings**

You warrant, undertake and agree that:

19.1 You have all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant) as described in the Application and the Project Initiation Document;

19.2 you shall at all times comply with all relevant legislation and all applicable codes of practice, and shall notify us immediately of any significant departure from such legislation, codes or recommendations;

19.3 you have and shall keep in place adequate procedures for dealing with any conflicts of interest;

19.4 you have and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

19.5 you have and shall keep in place policies and procedures to deal with safeguarding;

19.6 all financial and other information concerning your organisation which has been disclosed to us is to the best of your knowledge and belief, true and accurate;

19.7 you are not subject to any contractual or other restriction imposed by your own or any other rules or regulations or otherwise which may prevent or materially impede you from meeting your obligations in connection with the Grant;

19.8 you are not aware of anything in your own affairs, which you have not disclosed to us or any of our advisers, which might reasonably have influenced our decision to make the Grant on the terms contained in this Agreement;

19.9 you do not employ individuals or contribute funds to organisations or individuals that you know or suspect to support or otherwise be involved in terrorism or that are found on any terrorist-related list promulgated by the UK Home Office, the U.S. Government, the United Nations, or the European Union; and

19.10 since the date of your last accounts there has been no material change in your financial position or prospects.

20. **Duration**

These Terms and Conditions shall apply to your Grant from the date you signed them until we confirm to you that the final report due from you is satisfactory (which confirmation shall not be unreasonably withheld or delayed).

21. **Variation**

Any changes to the Agreement (including these Terms and Conditions, the Application, the Product Initiation Document and Letter of Confirmation) shall only be effective once confirmed by you and by us in writing.

22. **Waiver**

No failure or delay by either party to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

23. **No partnership or Agency**

These Terms and Conditions are not intended to, nor shall be deemed to, establish any partnership or joint venture between the Trust and your organisation, nor create any relationship of principal and agent, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

24. **Assignment**

Your organisation may not, without our prior written consent, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

25. **Entire Agreement**

These Terms and Conditions, the Application, the Project Initiation Document and the Letter of Confirmation constitute the whole agreement between your organisation and us and supersede all previous agreements and understandings between you and us relating to their subject matter.

26. **Notice**

Any notice or other communication required to be given under these Terms and Conditions shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, or sent by email, in each case to the address specified in your Application

27. **Third party rights**

A person who is not a party shall not have any rights under or in connection with this Agreement and this Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

28. **Governing law and jurisdiction**

The Agreement shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

**Schedule**

**Fundamental principles of employment**

Your organisation shall comply with the following principles of employment in respect of employees engaged in whole or in part in carrying out the Project:

1. **Child labour**

You shall not employ or contract with children aged under 16. If the law sets a higher minimum working age or compulsory schooling is to a higher age, it is this limit that applies. Educational programs and training provided for the benefit of children are not included in this limitation.

2. **Forced labour**

You shall not use forced or compulsory labour, meaning any work or service performed under threat or that is not consented to by the person concerned.

3. **Discrimination**

With due regard to applicable law, you shall not engage in any unfairly discriminatory practices. Unfair discrimination means any distinction, exclusion or preference made other than on objectively reasonable grounds concerning the person's suitability and aptitude for the opportunity concerned limiting equality of opportunity or treatment. It may be based on race, colour, sex, sexual orientation, religion, political opinion, age, nationality, family obligations or other non-relevant considerations.

4. **Freedom of association and right to collective bargaining**

You shall recognise and respect the freedom of association of staff and their right to freely choose their representatives. You shall also recognise employees' right to collective bargaining. You shall ensure that employee representatives do not suffer any discrimination in connection with their appointment and service as employee representatives.

5. **Health care and safety at work**

You shall ensure that the workplace(s) at which the Project is carried out and the physical environment do not endanger the health of staff, and that you provide a reasonable level of comfort. As a minimum, you shall provide staff with drinking water, clean toilets in adequate numbers, adequate ventilation, emergency exits, proper lighting and access to first-aid medical treatment.

6. **Working hours**

You shall ensure that applicable legal restrictions on working hours are complied with. The normal working week shall be 48 hours at most. Overtime shall be on a voluntary basis. Employees shall have at least one day off each week, except in exceptional circumstances.

7. **Pay and employment**

You shall ensure that:

7.1 no wage is lower than the applicable legal minimum

7.2 all staff shall be provided with a written copy of their contract of employment or work contract and shall receive pay slips

7.3 staff receive a decent wage relative to country

7.4 wage rates for overtime are in all cases higher than for normal hours

*Revised Oct 2026*