

ANNEX B UNHCR Special Conditions for Fundraising Activities

1 The Relationship between the Contractor and UNHCR

- (a) The Contractor undertakes the Marketing Campaign as an independent business.
- (b) The parties acknowledge that nothing in this Agreement constitutes a relationship of employment, joint venture, agency, partnership or franchise between UNHCR and the Contractor or any Field Representatives, including Sub-Contractors (see clause 4).
- (c) Neither Party shall have, nor hold itself out as having, any right, power or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other Party, except as expressly provided in this Agreement.

2 Obligations of UNHCR

2.1 Necessary information material and training

UNHCR agrees (at its own cost) to:

- (a) provide to the Contractor or the person nominated by the Contractor with the information, documents, material and assistance reasonably necessary to enable the Marketing Campaign to be provided including but not limited to:
 - (i) Sales and Promotional Materials (including uniforms) to use at sites;
 - (ii) Education and training as reasonably required by the Contractor
- (b) provide the Contractor with the appropriate information required for the production of Sales and Promotional Material to carry out the Marketing Campaign;
- (c) provide the Contractor with 14 days prior notice of material alterations to its business that may affect the Marketing Campaign including amendments to its marketing and advertising strategies.

2.2 Nature of information, material and training:

UNHCR agrees that all information and documentation provided pursuant to clause 2.1:

- (a) will be provided in time for the first Marketing Campaign after execution of this Agreement and any amended, revised or updated information or documentation will be provided immediately when it becomes available so as to enable the Marketing Campaign to be provided;
- (b) will be provided in sufficient volume and with sufficient content as reasonably requested by the Contractor to enable the Marketing Campaign to be provided; and
- (c) concerning Sales and Promotional Material to be distributed or shown to the public, will be subject to the prior approval of the Contractor.

2.3 Site Fees and Costs

- (a) In order to avoid paying Site fees, UNHCR will assist in securing free Site locations for the Marketing Campaign.
- (b) UNHCR will pay for event locations which are not provided free of charge, provided that such locations and the expense related thereto are first approved by UNHCR.
- (c) If a recruitment Site is obtained by virtue of a UNHCR corporate partnership, the Contractor agrees not to provide a Marketing Campaign to recruit monthly donors to other fundraising clients at that location during the period of this contract, unless otherwise agreed by UNHCR on a case-by-case basis.

2.4 Administration and Donor Pledges

UNHCR will at its own cost:

- (a) use its best endeavors to follow up and corroborate the payment of the Donations (Donors Forms data uploaded to virtual platform by the contractor) within five (5) Working Days of receipt of the Donor Forms from The Contractor; and
- (b) use its best endeavors to notify each Donor of receipt of the Donor Form and the appreciation of their ongoing support by sending a “welcome letter” to the Donor within ten (10) Working Days of the Donor Form being accepted by UNHCR.

3 Obligations of the Contractor

3.1 Recruitment Levels

- (a) The Contractor shall take all reasonable steps to recruit the volume of new donors as agreed with UNHCR each month.
- (b) The Contractor will notify UNHCR at the earliest possible stage if numbers are expected to vary by more than 20%.

3.2 Necessary Information and Material

The Contractor will provide, at its own cost:

- (a) Identification badges for the Field Representatives;
- (b) Donor Check Lists for the Field Representatives;
- (c) Wherever possible provide notice to UNHCR a minimum of one week in advance of the Sites/Areas in which the Marketing Campaign will be undertaken; and
- (d) a monthly report of any complaints received by the Contractor (including those referred from UNHCR), the action taken in response to the complaint, and the outcome of such action.

3.3 Quality control and minimization of risk

The Contractor shall ensure that the following measures are in place to minimize the risk of fraudulent and other improper behavior by the Field Representatives, including:

- (a) Potential Field Representatives undergo a background and reference check before being recruited by the Contractor;
- (b) The Contractor has an anti-fraud policy that is widely driven home to Field Representatives during training given by the Contractor;
- (c) All Field Representatives are closely supervised by Team Leaders at each location; and
- (d) Each Donor Form has a unique serial number and will use reasonable efforts to ensure that all Donor Forms are accounted for at all times.

3.4 Conduct of Field Representatives

The Contractor shall use reasonable efforts to make sure that the Field Representatives do not:

- (a) engage in misleading and deceptive conduct;
- (b) contravene any applicable laws or regulations relating to the carrying out of the Marketing Campaign;
- (c) commit any act which may materially adversely affect UNHCR's interests;
- (d) use any marketing material other than the UNHCR approved Sales and Promotional Material; nor
- (e) represent that they are UNHCR, or are authorised to act on behalf of UNHCR, except as set out in this Agreement, unless mutually agreed beforehand.

Any breach of the codes of conducts listed above may lead to termination of the appointment of the concerned Field Representative and/or Termination of the entire Agreement, subject to the provisions in Sections 10 and 11 of the main agreement.

3.5 No cash donations

The Contractor undertakes to take reasonable efforts to ensure that neither they nor the Field Representatives solicit, procure or accept cash donations or any other donations except pursuant to a properly completed Donor Form. The Contractor will be fully responsible and liable to UNHCR for the actions of the Field Representatives subject to clause 19 in the main agreement and shall fully indemnify UNHCR for any loss, damages or liability arising out of any default by the Field Representatives subject to clause 22 in the main agreement.

4. Submission of Donor Forms

- (a) The Contractor shall use reasonable efforts to ensure that the Donors complete and sign the Donor Forms.

- (b) The Contractor shall take reasonable steps to ensure that all Donor Forms are complete, signed and accurate.
- (c) Subject to any privacy requirements (as specified in Clause 8), the Contractor shall enter data details of Donors Forms onto an online payment platform (Banwire) and into the register of data within three (3) Working Days from the date of signing of the Donor Forms.
- (d) The Contractor shall deliver original Donor Forms duly signed and completed to UNHCR within five (5) Working Days of their signing.
- (e) UNHCR will, by the end of each Working Week, confirm (by electronic mail to the Contractor):
 - (i) the number of Donor Forms by Field Representative which have been successfully processed and paid to UNHCR during the previous Working Week (hereinafter the “**Approved Donor Forms**”), and
 - (ii) the number of original Donor Forms received by UNHCR on a weekly basis as per clause 4 (d) above.
- (f) Subject to any privacy requirements (as specified in Clause 8), the Contractor shall, based on the confirmation sent by UNHCR per clause 4 (e), enter data details of Approved Donors Forms onto the register of data and forward a copy of the part of the file created under the Database the previous Working Week to UNHCR via a secure file transfer on a weekly basis and within three (3) Working Days from receipt of UNHCR confirmation as per clause 4 (e) above. In the event there are any data entry errors onto the register of data, the SERVICE PROVIDER and UNHCR will revise such errors and determine a solution case by case.

5 Fees

5.1 Calculation of Fees

UNHCR shall pay the Contractor the Fees as specified in Schedule A.

5.2 Invoicing

With reference to Schedule A, The Contractor shall issue a weekly invoice to UNHCR for Fees payable, showing the amount of Fees payable and the number of Approved Donor Forms for the previous Working Week.

5.3 Payment Terms

UNHCR shall pay the Contractor at one time on a monthly basis the aggregate Fees due pursuant to the weekly invoices received during a calendar month. Payment terms are 30 calendar days from receipt of the last weekly invoice received in a given month. In the event of termination of this Agreement, UNHCR shall pay all outstanding invoices and any other amounts owing to the Contractor within 30 days of termination.

6 Warranties

6.1 Warranties by UNHCR

UNHCR warrants to the Contractor that as at the date of execution of this Agreement and at all times during the term of this Agreement:

- (a) UNHCR is a subsidiary organ to the United Nations, and its Regional and Local offices has full legal rights, powers, and/or authority to perform its activities in the Territory;
- (b) UNHCR has obtained all permits, licenses and/or consents required under any applicable relevant rules and regulations

- (c) the execution, delivery and performance of and compliance with this Agreement does not, and will not, conflict with, or constitute a breach of default under any contract, agreement, instrument, order, statute, rule or regulation applicable to UNHCR;
- (d) any intellectual property of UNHCR does not infringe the rights of any person and there is no claim in relation to the intellectual property; and
- (e) all material, information or documents provided by UNHCR to the Contractor or Field Representatives will be accurate and not misleading or deceptive.

6.2 Warranties by the Contractor

The Contractor warrants to UNHCR that as at the date of execution of this Agreement and at all times during the term of this Agreement:

- (a) the Contractor is a company organized and established under the laws of the Territory and has full legal rights, powers, and/or authority to perform any activities of a company.
- (b) the Contractor has obtained all permits, licenses and/or consents required under its articles of association and prevailing laws and regulations to perform its business activities, and to execute and deliver this Agreement;
- (c) the execution, delivery and performance of and compliance with this Agreement does not, and will not, conflict with, or constitute a breach of default under any contract, agreement, instrument, order, statute, rule or regulation applicable to the Contractor; and
- (d) any intellectual property of The Contractor does not infringe the rights of any person and there is no claim in relation to the intellectual property;
- (e) all material, information or documents provided by the Contractor to UNHCR will be accurate and not misleading or deceptive; and
- (f) the Contractor has complied with all requirements of all legislation, law, rules, regulations and governmental or regulatory policies in relation to its business including obtaining and maintaining required authorizations and approvals required.
- (g) the Contractor represents and warrants to UNHCR that neither the Contractor nor any person or entity controlling company, controlled by the Contractor or under common control with the Contractor (a) is engaged in the sale or manufacture of anti-personnel mines or of components utilized in the manufacture of anti-personnel mines, or (b) employs child labor in the conduct of its business. The Contractor acknowledges and agrees that a breach of this provision is a breach of an essential term of this Agreement, entitling UNHCR to terminate the same immediately by written notice to the Contractor.

7 Confidentiality

7.1 Confidentiality Undertaking

Each Party agrees with the other that all Confidential Information is confidential and must not be disclosed, divulged or otherwise placed at the disposal of any person except:

- (a) to employees, legal advisers, auditors and other Field Representatives requiring the information for the purposes of this Agreement and who have first undertaken in writing to comply with this clause;

- (b) with the consent of the Party who supplied the information;
- (c) if without prejudice to UNHCR's Privileges and Immunities, the information is prior to the execution of this Agreement lawfully in the possession of the Party through sources other than the other Party;
- (d) if required by law or a stock exchange regulation after first notifying the other Party and taking reasonable steps requested to limit disclosure; or
- (e) if the information is or becomes generally or publicly available other than through the default of a Party who divulges the information. Confidential Information shall mean , but shall not be limited to, any personal (bio) data, information, drawings, methods, trade secrets, copyrights, patents, know how, logotypes and any other proprietary rights whether patented or not, patentable or not relating to business , operations, affairs , trade secrets or technology of the other Party, to which each party will have access or which is disclosed to a Party in writing or orally whether identified as confidential, secret or not.

7.2 Customer Database

Subject to any privacy requirement (as specified in Clause 8), UNHCR agrees that, for internal purposes:

- (a) the Contractor may record the information detailed in Clauses 4., 8.4 (a) to (h) (Donor Details) into a Database maintained by UNHCR; and
- (b) the Contractor may retain, maintain and make copies of such Donor Details for a period of 7 months after the Agreement has been terminates in order to reconcile records.

7.3 The Contractor agrees that:

- (a) The Contractor will not disclose any Donor Details to a third party except as permitted by this clause or the above sub-clause;
- (b) The Contractor retains title of the Donor details until the relevant invoice is paid in full. After such time the Contractor retains no interest or title in the Donor Details; and
- (c) The Contractor will not use the Database for any other purpose other than stated in this Agreement.

7.4 Return of Confidential Material

Unless otherwise agreed between the Parties, each Party must return to the other Party or destroy (as directed by the other Party) all Confidential Information (including all copies of and material representing such Confidential Information) to the other Party immediately upon demand or upon termination of this Agreement. After this event, the Parties may only retain agreed portions of the Confidential Information for accounting purposes. This information will include, but not be limited to the following information known as "Donor details":

- (a) Donor Form Serial Numbers
- (b) Donor Surnames
- (c) Donor First Names

- (d) Daytime Contact Numbers
- (e) Sign-Up Dates
- (f) Direct Debit Start Dates
- (g) Rejection Dates
- (h) Rejection Type and Reason

8 Privacy

Each Party agrees to take all reasonable steps (including any reasonable steps requested by the other Party) to enable the other Party to comply with its privacy obligations including not using or disclosing any personal information collected by means of Donor Forms or otherwise pursuant to this Agreement without the written consent of the individual to whom the personal information relates.

8.1 The Contractor will also use reasonable efforts to ensure the following:

- (a) That all Donor Forms have a unique serial number;
- (b) That all Donor Forms are assigned to individual Field Representatives daily and are all submitted back to The Contractor daily;
- (c) That no copies of Donor Forms are kept by the Field Representatives; and
- (d) That Field Representatives do not capture Donor details by any means other than on UNHCR Donor Forms with a unique serial number.

9 Publicity

No Party will make an announcement concerning the terms of this Agreement except with the agreement of the other Party.

10 Reputation

Neither Party will do any act that may harm the reputation of the other Party and will take all reasonable steps to ensure that their officers, employees and Field Representatives do not do any act that may harm the reputation of the other Party.

11 Complaints

- (a) Any complaints made to UNHCR concerning the Marketing Campaign will be referred within 1 working day to the nominated officer of the Contractor (the **Complaints Officer**). The Contractor will deal with the complaint and revert to UNHCR on the action taken within one week. If the case requires more time The Contractor will notify UNHCR within 1 working day and will endeavor to complete the action taken with 5 working days.
- (b) Any complaints made concerning UNHCR to The Contractor by members of the public, the Contractor Complaints Officer will refer within 1 week to an officer at UNHCR.
- (c) The Complaints Officer will keep a register of the details of all:
 - (i) complainants;
 - (ii) complaints;

- (iii) any action taken as a result of the complaint; and
 - (iv) the outcome of such action.
- (d) The Complaints Officer will report on outcomes of complaints in a weekly summary customer service report to be emailed to UNHCR.
- (e) Any complaints that are serious in nature will be investigated starting no later than 24 hours after the Contractor receives notice of the complaint.

12 Effects of Termination

Upon suspension or termination of this Agreement for any reason:

- (a) The Contractor shall take all reasonable steps to ensure all written or printed materials (including the Sales and Promotional Materials) then in possession or control of the Contractor, on which any trademark of UNHCR is printed or recorded, is destroyed, or returned to UNHCR at the sole discretion of UNHCR; and
- (b) The Contractor shall cease to use trademarks of UNHCR, and,
- (c) Donor Details shall vest with UNHCR.

13 Accrued rights and liabilities

Termination of this Agreement will not affect accrued rights and obligations including the right of the Contractor to be paid the Fees for Application Forms submitted before or within 14 days after termination.

14 Survival

The provisions of clauses 8, 9, 10 and 11 continue in full force and after the termination of this Agreement.

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