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**AMNESTY
INTERNATIONAL**



AMNESTY INTERNATIONAL: STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

These Terms and Conditions ("Ts&Cs") shall govern the purchase of Goods and/or Services by Amnesty International and may only be varied with the written agreement of Amnesty International. Amnesty International reserves the right to amend, edit, modify, alter, change and update the Ts & Cs from time to time. It is the Supplier's sole responsibility to ensure that it has read and understood the Ts & Cs, as may be amended from time to time.

1. DEFINITIONS

In these Ts&Cs:

"Amnesty International" means Amnesty International Limited (registered in England & Wales under company No. 01606776);

"Agreement" means a letter agreement between Amnesty International and the Supplier, governing the purchase of the Goods and Services, incorporating these Ts&Cs. In the absence of a letter agreement, any reference to the "Agreement" shall where possible be construed as a reference to the commercial terms as agreed between the Parties (including as set out in any POs), which shall incorporate these Ts&Cs;

"Brand" means the Amnesty International name and logo (and its equivalent in languages other than English), along with any trade mark, trade name, logo, device, design, insignia or other sign or element of get-up forming part of the Amnesty International brand or campaigns;

"Business Day" means a day (other than a Saturday, Sunday or a public holiday) when banks in London, UK are open for business;

"Confidential Information" means all non-public information including, without limitation, any information relating to the business, products, affairs and finances of Amnesty International or relating to its service, processes, know-how, consultants, volunteers, employees, suppliers, agents or distributors, which is designated as confidential by Amnesty International or which the Supplier knows or ought reasonably to know to be confidential, whether provided by Amnesty International or independently acquired by the Supplier, and whether in written, electronic, visual, digital or other tangible form;

"Delivery Location" means Amnesty International's premises at Peter Benenson House, 1 Easton Street, London WC1X 0DW, UK, or such other location as is set out in the Agreement or as instructed by Amnesty International before delivery;

"Employment Liabilities" means any costs, claims, demands, fines, or expenses (including reasonable legal and other professional expenses), payments, wages, actions, proceedings,

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compensation, awards, interest, loss, damages or penalties incurred or arising in each case out of the employment of any person and any liabilities for income tax and/or social security contributions;

"Goods" means the goods described in the Agreement, if any;

"Intellectual Property Rights" means all vested, future and contingent rights to patents, inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill, unfair competition rights, rights in design, rights in computer software, mask works, database rights, the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause and any other intellectual property rights, in each case whether registered or unregistered and including renewals or extensions of such rights, and all similar or equivalent rights or forms of protection which subsist, or will subsist, now or in the future, in any part of the world;

"Loss" means actions, suits, claims, demands, damages, losses, charges, costs and expenses which Amnesty International may suffer or incur;

"Party" means Amnesty International or Supplier (according to the context) and "Parties" is construed accordingly;

"Personal Data" means personal data as defined by the United Kingdom Data Protection Act 1998;

"PO" means a purchase order form issued by Amnesty International to the Supplier for Goods and/or Services;

"Purchase Order Number" means the eight (8) digit number located on the front of a PO;

"Services" means the services described in the Agreement, if any; and

"Supplier" means the Supplier as stated in the Agreement.

2. GOODS AND SERVICES

The Supplier shall ensure that:

- (a) the Goods and Services shall be to the reasonable satisfaction of Amnesty International and shall conform in all respects with any particulars referred to in the Agreement;
- (b) the Goods and Services (together with the Supplier's performance of its obligations hereunder) shall conform in all respects with the requirements of any statutes, orders, regulations or bye-laws from time to time in force;
- (c) the Goods shall be of satisfactory quality, of good materials and workmanship, substantially free from defects, fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by Amnesty International (for the avoidance of doubt, Amnesty International relies on the skill and judgement of the Supplier in the supply of the Goods); and
- (d) it will provide the Services in accordance with the terms of the Agreement, with best care, skill and diligence, using properly experienced and qualified people.

3. THE PRICE AND PAYMENT

3.1. The price of the Goods and Services shall be as stated in the Agreement and shall be exclusive of VAT, but inclusive of all other associated costs and expenses.

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- 3.2. Unless otherwise agreed in writing by Amnesty International, the Supplier shall render a separate invoice in respect of each consignment of Goods or supply of Services delivered under the Agreement. If the Goods and Services are accepted by Amnesty International, payment shall be due 30 days after Amnesty International receives the invoice from the Supplier.
- 3.3. The Supplier shall reference the Purchase Order Number on all invoices submitted to Amnesty International and include on the PO such other supporting information as Amnesty International requests. The Supplier shall bear exclusive responsibility for ensuring that it is issued with a Purchase Order Number before submitting an invoice. For the avoidance of doubt, Amnesty International shall not process payment of, and shall have no obligation to pay, any invoice that does not contain a valid Purchase Order Number.
- 3.4. Amnesty International reserves the right to withhold any payments or parts of payments invoiced by the Supplier which Amnesty International disputes in good faith.
- 3.5. Amnesty International may offset any amount owing to it from the Supplier against any amount Amnesty International owes to the Supplier.
- 3.6. If Amnesty International fails to pay any amount properly due and payable by it to the Supplier pursuant to the Agreement, the Supplier shall have the right to charge interest on the overdue amount at the rate of four per cent per annum above the base rate for the time being of Barclays Bank PLC.

4. DELIVERY

- 4.1. The Supplier shall deliver the Goods and or provide the Services at the place, date and time specified in the Agreement or otherwise indicated by Amnesty International in writing. Any access to premises and any labour and equipment that may be provided by Amnesty International in connection with delivery shall be provided without acceptance by Amnesty International of any liability whatsoever and the Supplier shall indemnify Amnesty International in respect of any Loss resulting from or in connection with any damage or injury (whether fatal or otherwise) in the course of delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of the Supplier's sub-contractors.
- 4.2. Where any access to Amnesty International's premises is necessary in connection with delivery the Supplier and its sub-contractors shall at all times comply with Amnesty International's requirements.
- 4.3. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location. Delivery of the Goods to a carrier shall not constitute delivery for the purposes of this clause 4.
- 4.4. The time of delivery shall be of the essence and failure to deliver within the time specified in the Agreement shall enable Amnesty International (at its option) to be released from any obligation to accept and pay for the Goods and/or Services, to cancel all or part of the Agreement, and/or return any Goods already delivered which by virtue of such rejection or cancellation are no longer of use.

5. BRANDING

The Supplier shall not use or allow, enable, facilitate or aid third parties to use the Brand without Amnesty International's prior written consent.

6. PROPERTY AND RISK

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Property in the Goods shall pass to Amnesty International on the earlier of delivery of the Goods in accordance with clause 4 and payment for the Goods. If the Supplier postpones delivery for any reason, title shall pass on the date that the Goods should have been delivered. Risk in the Goods shall pass to Amnesty International upon delivery in accordance with clause 4.

7. INSPECTION, REJECTION AND GUARANTEE

7.1. The Supplier shall permit Amnesty International or its authorised representatives to make any inspections or tests reasonably required in relation to the Goods and the Supplier shall afford all reasonable facilities and assistance free of charge at its or any of its sub-contractor's premises.

7.2. Amnesty International may by written notice to the Supplier reject any of the Goods or Services which Amnesty International in its sole and absolute discretion considers fail to conform or are unlikely to conform with the Supplier's undertakings at clause 2. Amnesty International shall give such notice to the Supplier within a reasonable time after inspection of the Goods concerned by Amnesty International or delivery of the Goods in accordance with clause 4 (whichever is later). If Amnesty International rejects any of the Goods or Services pursuant to these Ts&Cs, Amnesty International shall be entitled to:

- (a) return the Goods at the Supplier's expense; and
- (b) withhold payment, or if Amnesty International has paid the Supplier to obtain a refund from the Supplier in respect of the Goods and/or Services; or
- (c) to have the Goods concerned repaired within a reasonable time by the Supplier or (as Amnesty International shall elect) replaced by the Supplier with Goods which comply in all respects with the requirements specified in the Agreement; and/or
- (d) to have the relevant Services re-performed so as to meet the requirements specified in the Agreement; and/or
- (e) to recover from the Supplier any expenditure incurred by Amnesty International in obtaining substitute Goods or Services from a third party.

7.3. The Supplier further warrants that the Goods and Services shall be free from defects in design, materials and workmanship and remain so for 12 months (or such longer period as the Parties may agree or is contained in a warranty) after such Goods are put into service or such Services are performed (as the case may be). If Amnesty International shall within such period or within 30 days thereafter give notice in writing to the Supplier of any defect in any of the Goods and/or Services as may have arisen during such period under reasonable use the Supplier shall within a reasonable time period remedy such defects (whether by repair or replacement as Amnesty International shall elect) without cost to Amnesty International.

7.4. Any Goods rejected or returned by Amnesty International as described in clause 7.2 or 7.3 shall be returned to the Supplier at the Supplier's risk and expense.

8. INTELLECTUAL PROPERTY

8.1. Except to the extent that the Goods are constructed, built or developed strictly in accordance with designs furnished by Amnesty International, the Supplier assigns to Amnesty International, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Goods and products of the Services. The Supplier shall indemnify Amnesty International against all Loss resulting from or in connection with any claim made against Amnesty International for any infringement or alleged infringement of Third Party Rights arising out of, or in connection with, the manufacture, supply or use of the Goods or receipt, use or supply of those Services.

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8.2. All rights (including Intellectual Property Rights) in any specifications, instructions, plans, drawings, patterns, models, designs or other material furnished to or made available to the Supplier by Amnesty International in connection with the Agreement ("Materials") shall remain vested solely with Amnesty International (except the right to use such Materials solely to the extent necessary for the implementation of the Agreement). The Supplier shall not, without prior written consent of Amnesty International, use or disclose any such Materials or rights therein and in particular the Supplier shall not refer to Amnesty International or the Agreement in any advertisement without Amnesty International's prior written agreement. The Supplier shall do all such further acts and execute all such documents as Amnesty International may from time to time require to give full effect to this clause.

8.3. The Supplier irrevocably and unconditionally waives in favour of Amnesty International all moral rights connected with the supply of the Goods and/or Services to which it may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 (and under any similar legislation in force anywhere in the world).

9. CONFIDENTIALITY

9.1. The Supplier shall not use, copy or disclose any Confidential Information for any purpose other than to the extent required to perform its obligations in respect of the Agreement and shall use its best endeavours to prevent any such activity which is not in accordance with these Ts&Cs.

10. INDEMNITY, LIABILITY AND INSURANCE

10.1 At the request of Amnesty International and at the Supplier's own expense, the Supplier shall provide all reasonable assistance to enable Amnesty International to resist any claim, action or proceedings brought against Amnesty International relating to the Goods and/or Services. The Supplier agrees to defend, indemnify and hold harmless Amnesty International, its subsidiaries, affiliates, employees, officers, directors, representatives and/or agents from and against any and all Loss in connection with and arising out of:

- (a) any breach by the Supplier of its warranties and/or obligations under clause 16.6;
- (b) any action brought or threatened by a third party against Amnesty International arising out of or in connection with the supply of Goods and/or Services, to the extent that such action is a direct or indirect result of any act (including statements) or omission made by the Supplier, its employees, agents or subcontractors; and/or
- (c) any damage to property or in respect of any injury (whether fatal or otherwise) to any person which, in either case, may result directly or indirectly from any defect in the Goods or Services or the negligent or wrongful acts of the Supplier, its employees, agents or subcontractors.

10.2 Amnesty International shall not be liable to the Supplier for any loss, damage or injury suffered to the Supplier (or any other person engaged by the Supplier) during or as a consequence of satisfying the obligations contained in the Agreement save for liability for fraud, death or personal injury arising out of negligent acts or omissions of Amnesty International.

10.3 The Supplier shall maintain adequate insurance policies, including but not limited to health, personal accident, employer's liability, public liability and professional indemnity insurance to cover the liabilities that may arise under or in connection with the Agreement.

11 TERMINATION

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11.1 Subject to clause 11.4, these Ts&Cs shall terminate with immediate effect on the Parties' completion of their mutual obligations or in accordance with this clause 11, whichever is earlier.

11.2 Amnesty International may terminate the whole or any part of the Agreement at any time, with immediate effect, by giving written notice to the Supplier if:

- (a) the Supplier breaches any obligation hereunder (and, where the breach is capable of remedy, fails to remedy such breach within 14 days of receiving notice of the same);
- (b) In Amnesty International's opinion the Supplier breaches any of clauses: 5; 12; or 16.6;
- (c) circumstances exist or are likely to exist in which the Supplier is found guilty of corruption, bribery, fraud, dishonesty, or any other conduct which Amnesty International in its sole and absolute discretion believes brings Amnesty International into disrepute (whether or not connected to the provision of Goods and or Services); and/or
- (d) any substantive step is taken towards the Supplier's bankruptcy, administration, administrative receivership, receivership, winding up and/or dissolution.

11.3 Amnesty International may terminate the whole or any part of the Agreement by giving the Supplier seven days' written notice.

11.4 On termination:

- a) the Agreement will immediately cease without any liability on Amnesty International to pay any compensation or damages to the Supplier;
- b) clauses in these Ts&Cs which expressly or by implication have effect after termination shall continue in full force and effect;
- c) the accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of these Ts&Cs which existed at or before the date of termination; and
- d) the Supplier will comply with Amnesty International's instructions in relation to any Personal Data held by the Supplier in connection with the Goods and/or Services and in the absence of any such instructions the Supplier will destroy and/or erase all such Personal Data.

12 CONDUCT

12.1 The Supplier shall at all times comply with Amnesty International's Supplier Code of Conduct which the Supplier can access at the following link: <http://www.amnesty.org/en/who-we-are/accountability>. The Supplier warrants that it has read the Amnesty International Supplier Code of Conduct and shall be bound by the terms contained therein, as amended from time to time.

12.2 The Supplier shall at all times:

- a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

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- b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
- c) promptly report to Amnesty International any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of its obligations under the Agreement and these Ts&Cs.

13 EMPLOYEES

13.1 The Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended or replaced from time to time, or any similar legislation anywhere in the world, (the "Transfer Legislation") may apply upon termination of the Agreement in circumstances where Amnesty International or a supplier different to the Supplier (the "Transferee") takes over provision of similar services (the "Transfer").

13.2 The Supplier shall be liable for and shall indemnify Amnesty International in respect of any Employment Liabilities which may be incurred by Amnesty International and the Transferee by virtue of the Transfer Legislation and as a result of the employment or termination of employment of each of the transferring employees prior to (and including) the date of Transfer and which arises as a result of any act or omission of the Supplier prior to the date of Transfer.

14 ASSIGNMENT AND SUB-CONTRACTING

14.1 The Supplier shall not without the prior written consent of Amnesty International sub-contract and/or assign the benefit or burden of the whole or any part of the Agreement.

14.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Agreement.

15 NOTICES

Any notice or other communication required to be given by either Party (the "Notifying Party") to the other (the "Receiving Party") in relation to the Agreement shall be in writing and sent by registered post to an address specified by the Receiving Party, or sent by other electronic media to the Receiving Party at an address specified in the Agreement or as otherwise indicated by the Receiving Party. Any such notice shall be treated as served at the time when it is handed to or left at the registered office or address (as appropriate) of the Receiving Party or, if served by post, on the second Business Day after posting, or if served by other electronic media, the next Business Day after transmission.

16 GENERAL

16.1 The rights and remedies arising under the Agreement are cumulative and do not exclude any rights or remedies provided at law or in equity.

16.2 The rights and remedies of Amnesty International may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by Amnesty International shall not constitute a waiver of that or any other right or remedy.

16.3 A person who is not party to the Agreement shall have no rights to enforce any term of the Agreement.

16.4 Nothing in these Ts&Cs is intended to create a partnership or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other.

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16.5 The invalidity, unenforceability or illegality of any provision (or part of a provision) of these Ts&Cs under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions (or part provisions).

16.6 The Supplier shall and shall ensure that its sub-contractors:

- (i) comply at all times with the applicable data protection laws including but not limited to the Data Protection Act 1998 (the "Act");
- (ii) comply with any and all obligations equivalent to those imposed on a data controller (as defined in the Act) by the seventh principle of the Act; and
- (iii) comply only with Amnesty International's instructions in relation to the processing and transfer of Personal Data.

16.7 Any variation to these Ts&Cs or the Agreement shall only be binding on the Parties when agreed in writing by Amnesty International.

16.8 The Agreement and these Ts&Cs and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England & Wales and the Parties hereby submit to the non-exclusive jurisdiction of the courts of England & Wales.