

Saatlik Ücretli Öğretmen Hizmetleri Şartnamesi (2022-2023)

TERMS OF REFERENCE (ToR) FOR HOURLY TEACHER SERVICE IN HATAY (2022-2023)

1- Arka Plan/ BACKGROUND

Save the Children, çocuklar için, dünyanın önde gelen bağımsız organizasyonudur. 120 ülkede çalışıyoruz. Çocukların hayatlarını kurtarıyoruz; onların hakları için savaşıyoruz; potansiyellerini gerçekleştirmelerine yardımcı oluyoruz. Ortaklarımızla birlikte, dünyanın çocuklara davranış biçiminde atılımlara ilham vermek ve hayatlarında anında ve kalıcı bir değişim sağlamak için birlikte çalışıyoruz.

Save the Children is the world's leading independent organization for children. We work in 120 countries. We save children's lives; we fight for their rights; we help them fulfil their potential. We work together, with our partners, to inspire breakthroughs in the way the world treats children and to achieve immediate and lasting change in their lives.

2- EK I İÇİN ÇALIŞMA KAPSAMI/ SCOPE OF WORK FOR ANNEX I

a) Hizmetlerin Özellikleri, Türü ve Miktarı Characteristics, Type and Quantity of the Services	Save the Children ve Antakya Belediyesi partnerliğinde yürütülen Antakya Belediyesi Toplum Merkezi bünyesinde bu şartname çerçevesinde verilecek kurslarda görevlendirilecek öğretmen ihtiyacını karşılayacak hizmetleri gerektirmektedir. Save the Children requires services to meet the need of teachers to be assigned in the courses to be given within the framework of this specification, within the scope of Antakya Municipality Community Center.
b) Hizmetlerin Konumu Location of the Services	Talep edilen hizmet Save the Children Antakya Belediyesi Toplum Merkezi'nde veya online olarak yapılacaktır. The requested service will take place in Save the Children Antakya Belediyesi Toplum Merkezi or online.
c) Hizmetlerin Başlangıç Tarihi Beginning Date of the Services	Save the Children Türkiye Ofisi tarafından değerlendirme tamamlandıktan sonra talep edilen çalışmalara başlanacaktır. The requested work will begin after the evaluation has been completed by Save the Children Türkiye Office.



Save the Children

d) Hizmetlerin Bitiş Tarihi	Kontratın original bitiş tarihi 31/08/2023 olacaktır. Ancak Save the Children gerekli gördüğü takdirde, bu tarihten sonra 1 (bir) yıl ile sınırlı olmak kaydı ve tüm tarafların ortak mutabakatıyla, sözleşme uzatma mektubu mukabilinde uzatılabilir.
End Date of the Services	The original service ending date is 31 st of August 2023. However, if the Save the Children deems necessary, it reserves the right to extend the contract duration for another 1 (one) year only, following the agreement of all parties, recorded under an amendment letter to the original contract.
e) Hizmetlerin Zaman Çizelgesi	Save the Children, bu Fiyat Teklif İsteği sonucunda imzalanan Çerçeve anlaşmasına göre verilen zaman aralığında (1 ay-hafta vb.) talep edilen miktar için PO (Satın Alma Emri) verecektir.
Timeline of the Services	SCI will issue PO (Purchase Order) for requested quantity during the given time gap (1 month-week etc) according to signed FWA as a result of this RFQ
f) Hizmetlerin Fiyatlandırılması	Birim fiyatlar, bu Fiyat Teklif İsteği sonucunda imzalanan çerçeve anlaşması dahilinde hizmet bitiş tarihine (31 Ağustos 2023) kadar sabitlenecektir.
Pricing of the Services	The unit prices will be fixed until service end date (31 August 2023) within the signed FWA as a result of this RFQ

3- TEKLİF SUNMA/ SUBMISSION OF BID

Teklifinizi göndermenin iki yolu var/ There are two ways of submitting your quotes

1. Tekliflerin en geç 26 Ekim 2022 saat 17:00'ye (yerel saat; GMT+2) kadar aşağıdaki adrese elektronik ortamda iletilmesi gerekmektedir. Posta sunucusu tüm belgeleri eklemenize izin vermiyorsa, bunları ayrı e-postalar halinde gönderebilirsiniz procurement.Turkiye@savethechildren.org

Her türlü açıklama talebiniz için 24 Ekim 2022 saat 17:00'ye (yerel saat; GMT+2) kadar bizimle procurement.Turkiye@savethechildren.org adresinden iletişime geçmenizi rica ederiz.

Quotations must be submitted latest by 26 October 2022, 17:00 (local time; GMT+2) electronically to the below address. If the mail server does not allow you to attach all documents, you can send them in separate e-mails.

procurement.Turkiye@savethechildren.org



Save the Children

We kindly request you to contact us procurement.turkiye@savethechildren.org for any clarification request until 24 **October 2022, 17:00 (local time; GMT+2)**.

2. Save the Children, sizinle iş yapma şeklimizi iyileştirecek olan ProSave adlı küresel bir Tedarik çözümü sunmak için SAP Ariba ile ortaklık kurdu.

Henüz yapmadıysanız, lütfen ücretsiz olarak [Ariba Ağı'na](#) kaydolun, böylece teklifinizi çevrimiçi olarak gönderebilirsiniz.

Kaydolduğunuzda bir Ariba Ağ Kimliği alacaksınız. Lütfen bu numarayı e-posta ile şu procurement.turkiye@savethechildren.org

Ariba Ağı, tedarikçilerin Save the Children ile bağlantı kurmasına ve etkileşimde bulunmasına olanak tanıyan web tabanlı bir portaldır.

Ariba Ağının Faydaları:

- Kayıt ücretsizdir
- Basit kurulum – tek ihtiyacınız olan bir internet bağlantısı
- Tedarikçi Ariba Mobil uygulaması aracılığıyla erişilebilir
- İhaleler için çevrimiçi teklif verme yeteneği
- Ayrıntılarınızı kolayca koruma yeteneği

Lütfen unutmayın: ProSave ve Ariba Ağı hakkında birçok bilgi ve destek sunabiliriz. Herhangi bir sorunuz varsa veya yardıma ihtiyacınız varsa lütfen [\[procurement.turkiye@savethechildren.org\]](mailto:procurement.turkiye@savethechildren.org) ile iletişime geçmekten çekinmeyin.

📄 Kayıt: Bu bağlantıyı takip ederek kayıt olabilirsiniz; [Şimdi kayıt ol](#).

📄 Save the Children, Ariba Network hesabınızı yönetmeniz ve bizimle işlem yapmaya başlamanız için ihtiyaç duyduğunuz bilgileri size gönderecektir.

📄 Daha fazla bilgi için Web Seminerlerini görüntülemek için buraya [tıklayın](#). Save the Children have partnered with SAP Ariba to deliver a global Procurement solution called ProSave, that will improve the way we do business with you.

If you haven't already, please register on the Ariba Network, free of charge, so you can submit your bid for the sourcing event online.

When you sign up you will receive an [Ariba](#) Network ID. Please send this number, by email, to your local SCI office at this address: procurement.turkiye@savethechildren.org

The Ariba Network is a web-based portal that will allow suppliers to connect and interact with Save the Children.

Benefits of the Ariba Network:

- Registration is free of charge
- Simple set-up – all you need is an Internet connection
- Accessible via the Supplier Ariba Mobile app
- Ability to bid online for tenders
- Ability to easily maintain your details

Please note: We can offer a lot of information and support about ProSave and the Ariba Network. Please feel free to contact [\[procurement.Turkiye@savethechildren.org\]](mailto:procurement.Turkiye@savethechildren.org) if you have any questions or need any help.

- Registration: You can sign up by following this [link](#); Sign Up Now.
- Save the Children will send you the information you need to manage your Ariba Network account and begin transacting with us.
- To view Webinars for more information click [here](#).

a) Sunulacak Belgeler/Documents to be Submitted

- İşin kapsamı, geçici metodoloji, temel değerlendirme sorularında yapılan revizyonlar ve geçici çalışma planı dahil olmak üzere teknik teklif (her teklif için en fazla 6 sayfa).
- Technical proposal (max. 6 pages for each proposal) including the scope of work, tentative methodology, any revisions to the key evaluation questions, and tentative work plan.
- Tahmini maliyetlerin ayrıntılı bir bütçe dökümünü içeren mali teklif
Financial proposal including a detailed budget breakdown of estimated costs
- Hizmette görev alacak personelin özgeçmişleri ve hukuki/sabıka kayıtları.
CV's and legal/criminal records of the staff who will take part in the service.
- RFQ-175750 (imzalı ve kaşeli olmalıdır)
RFQ-175750 (must be signed and stamped)



- Bu belgenin İmzalı ve kaşeli kopyası (ToR-175750)
Copy of signed and stamped administrative and technical terms of reference (ToR-175750)
- Sunulacak diğer belgeler için lütfen “4-Değerlendirme Kriterleri”ne bakınız.
Please see “[4-Evaluation Criteria](#)” for other documents to be submitted

4- DEĞERLENDİRME KRİTERLERİ/ EVALUATION CRITERIA

TEMEL KRİTERLER/ ESSENTIAL CRITERIA

İstekli aşağıdaki kriterleri karşılamalıdır;
Bidder must meet the following criteria;

- İsteklinin ana faaliyet alanı eğitim olacaktır (SCI, mizan gibi ek belgeler talep etme hakkına sahiptir).
Bidder’s main line of business activity shall be education (SCI has the right to request further documentation such as trial balance).
- 2020 ve 2021 yıllarına ait “Gelir Vergisi Beyannamesi”
Financial statement of 2020 and 2021.
- Firma kaydı ile ilgili gerekli belgeleri sununuz (Ticari Sicil Gazetesi, Ticaret Odası Kaydı – Faaliyet Belgesi, Vergi Levhası, sunulan teklifin imza sahibi için imza sirküleri)
Please provide the necessary documentation for proof of your registration in-country (Trade Registry Gazette, Chamber of Commerce Registration, Tax Documentation, Circular of Signature for signatory person for the offer submitted).
- Son 3 yılda benzer iş kapsamında 3 adet referans fatura, satınalma siparişi, sözleşme vb. belge ile birlikte.
3 references within the similar scope of work in the last 3 years with the document of the proof invoice, purchase order, contract etc.
- SCI politikalarına tam uyum (SCI Policies isimli dökümanın kaşeli ve imzalı kopyasını teklifinizle birlikte sununuz)
Full compliance with SCI standard policies (Please sign and stamp the document namely SCI Policies and send it together with your proposal).
- Teknik ve idari şartnamelere tam uyum (Daha fazla bilgi için lütfen 5-Teknik Spesifikasyonlara bakınız). Lütfen bir onay mektubu ve/veya imzalı ve kaşeli İş Tanımı ibrazını sağlayın.
Full compliance with the technical and administrative terms of reference (**Please see 5- Technical Specifications for further information**). Please provide a confirmation letter and/or submission of signed and stamped ToRs.



- Teklif sahipleri, talep edilen hizmetler için Öğretmenlerin özgeçmişini ve sabıka kayıtlarını özgeçmiş ve ön yazı ile birlikte sağlayacaktır.
Offerors shall provide the CV & the criminal records of the Teachers for the requested services along with a CV and cover letter.
- Teklifler Türk Lirası cinsinden olmalıdır.
Offers must be in Turkish Lira.
- İstekliler, sunulan birim fiyatların yukarıda belirtilen hizmetlerin belirtilen bitiş tarihine kadar sabit kalacağını kabul ederler.
The bidders agree that the submitted unit prices will remain fixed until the given end date of the services above.

KAPASİTE KRİTERLERİ /CAPABILITY CRITERIA (50%)

- Sunulan tekliflerin %150'sine tekabül eden faturalar, iş kanıtı vb. (son 3 yılda tamamlanmış). Birden fazla belge olarak sunulabilir. (%10)
Invoices, proof of work etc. (completed in the last 3 years) that is equal to 150% of the submitted offers. Could be submitted as multiple documents. (10%)
- Teknik teklifin kalitesi ve Save the Children ekibi tarafından talep edilen teklife uygunluk. (%25)
The quality of the technical proposal and compliance with the proposal that was requested by the Save the Children team. (25%)
- En az 5 yıllık deneyime sahip öğretmenler (%15)
Teachers with at least 5 years of experience (15%)

SÜRDÜRÜLEBİLİRLİK KRİTERLERİ /SUSTAINABILITY CRITERIA (10%)

- Teklif verenlerin işgücü yerel topluluktan/bölgeden istihdam edilmektedir. (%10)
The bidders workforce is staffed from the local community / region. (10%)

FİNANSAL KRİTERLER/FINANCIAL CRITERIA (40%)

1. Teklifler ayrıntılı bir dökümlerle gönderilmelidir. Teklifler her şey dahil olmalıdır (KDV ve diğer masraflar dahil ve ayrıntılı olacaktır) (%40).
Proposals should be sent in a detailed breakdown. Proposals should be all inclusive (VAT and other costs shall be included and detailed) (%40).

5- TEKNİK ÖZELLİKLER/TECHNICAL SPECIFICATIONS

I. Amaç Beyanı/ Statement of Purpose

Antakya Belediyesi Toplum Merkezi bünyesinde verilecek kurslarda görevlendirilecek öğretmen ihtiyacını karşılamak.

To meet the need for teachers to be assigned in the courses to be given within the body of Antakya Municipality Community Center.

II. Hizmetin Tanımı /Definition of Service

3.1 Save the Children ve Antakya Belediyesi partnerliğinde yürütülen proje kapsamında okul dışı kalmış ve/veya okul terki riski taşıyan Türk ve Suriyeli öğrencilere haftanın pazartesi günü ile cumartesi günleri arasında akademik destek verilecektir.

Within the scope of the project carried out in partnership with Institution and Save the Children, academic support will be given to Turkish and Syrian students who are out of school and/or at risk of dropping out, between Mondays and Saturdays of the week.

3.2 Eğitimler Antakya Belediyesi Toplum Merkezi'nde verilecek olup Matematik, Okuryazarlık, Sosyal Duygusal Öğrenme ve Ödev Desteği başlıklı derslerde, hizmet alımı çerçevesinde özel bir kurum bünyesinde istihdam edilen farklı branşlarda ücretli öğretmenler görev alacaktır.

The trainings will be given at the Antakya Municipality Community Center, and paid teachers from different branches, employed within the framework of service procurement, will take charge in the courses titled Mathematics, Literacy, Social Emotional Learning and Homework Support.

3.3 Görev alacak olan öğretmenlerin proje kapsamı dışında gerçekleştirdiği iş ve işlemlerden Save the Children ve Antakya Belediyesi sorumlu değildir.

The INSTITUTION and Save the Children are not responsible for the work and transactions performed by the teachers who will take charge outside the scope of the project.

3.4 Proje kapsamında verilecek olan dersler en geç 31 Ağustos 2023 tarihinde son bulacaktır. Bu sebepten ötürü hizmet alımı esasında bu tarih ile sınırlıdır. Ancak Save the Children gerek gördüğü takdirde bu tarihten sonra bir ay süre ile sınırlı kalmak kaydıyla ilave yapacağı dersler için aynı koşullarda hizmet isteme hakkını saklı tutar.

The courses to be given within the scope of the project will end on 31 August 2022 at the latest. For this reason, service procurement is essentially limited to this date. However, if the INSTITUTION deems necessary, it reserves the right to request service under the same conditions for the courses to be added, provided that it is limited to one month after this date.

III. ÜCRETLİ ÖĞRETMENLERDE BULUNMASI GEREKEN ASGARİ STANDARTLAR /Minimum standards for paid teachers

4.1 Adaylar başvurduğu branşa uygun lisans bölümlerinden mezun olmalıdır. Matematik dersi için Matematik Öğretmenliği, Matematik, Matematik Mühendisliği bölümlerinden mezun olmuş adaylar, Okur-Yazarlık dersi için Türkçe Öğretmenliği, Edebiyat Öğretmenliği, Edebiyat bölümlerinden mezun olmuş adaylar, Sosyal ve Duygusal Öğrenme dersi için Sosyoloji veya PDR bölümlerinden mezun olmuş adaylar başvurabilir. Bahsi geçen dersler dışında YÜKLENİCİ kurumdan, farklı branşlarda öğretmenler talep edilmesi halinde YÜKLENİCİ branşlarına uygun bir bölümden mezun olan adaylar önermek durumundadır. The applicant must have graduated from undergraduate departments appropriate to the branch applied for. Candidates who have graduated from Mathematics Teaching, Mathematics, Mathematics Engineering departments for the Mathematics course, Candidates who have graduated from the Turkish Language Teaching, Literature Teaching, and Literature departments for the Literacy course, and those who have graduated from the Sociology or PDR departments for the Social and Emotional Learning course can apply. Apart from the aforementioned courses, the CONTRACTOR has to propose candidates who have graduated from a department suitable for their branches, if teachers in different branches are requested from the CONTRACTOR.

4.2 Fen Fakültesi, Fen-Edebiyat Fakültesi, Edebiyat Fakültesi veya branşına uygun bir bölüm mezunu olup Pedagojik Formasyon belgesi/Tezsiz Yüksek Lisans belgesi sahibi olmalı. Must be a graduate of the Faculty of Science, Faculty of Arts and Sciences, Faculty of Letters or a department suitable for their branch and have a Pedagogical Formation certificate / Non-Thesis Master's certificate.

4.3 Erkek adaylar için askerliğini bedelli/normal yapmış olmalı veya en az 1 yıl tecil etmiş olmalı ve bunu belgelemeli, muaf ise muaf olduğunu gösteren bir evrak olmalı. For male candidates, they must have completed their military service as paid/normal or postponed for at least 1 year and document this, and if exempt, there must be a document showing that they are exempt.

4.4 Öğretmenin görev yapmasına engel olacak bir sağlık sorunu olmaması gerekir. The teacher should not have a health problem that would prevent him from working.

4.5 Adli Sicil Kaydı, Lisans mezunu olduğunu gösteren belge, Pedagojik Formasyon Belgesi veya Tezsiz Yüksek Lisans Belgesi, Sağlık Raporu, İkamet ve Taahhütname Evraklarını göreve başlamadan ilgili birime teslim etmek durumundadır. Judicial Registry Record, a document showing that he has a Bachelor's degree, Pedagogical Formation Certificate or Non-Thesis Master's Certificate, Health Report, Residence and Commitment Documents must be submitted to the relevant unit before starting to work.

4.6 26/9/2004 tarihli ve 5237 sayılı Türk Ceza Kanununun 53 üncü maddesinde belirtilen süreler geçmiş olsa bile; kasten işlenen bir suçtan dolayı bir yıl veya daha fazla süreyle hapis cezasına ya da affa uğramış olsa bile devletin güvenliğine karşı suçlar, Anayasal düzene ve bu düzenin işleyişine karşı suçlar, millî savunmaya karşı suçlar, devlet sırlarına karşı suçlar ve casusluk, zimmet, irtikâp, rüşvet, hırsızlık, dolandırıcılık, sahtecilik, güveni kötüye kullanma, hileli iflas, ihaleye fesat karıştırma, edimin ifasına fesat karıştırma, suçtan kaynaklanan mal

varlığı değerlerini aklama veya kaçakçılık ve aynı Kanunun Cinsel Dokunulmazlığa Karşı Suçlar başlıklı İkinci Kısımın Altıncı Bölümünde düzenlenen maddelerde yer alan suçlardan mahkûm edilmemiş olduğuna dair yazılı beyanı olmalıdır.

Even if the periods specified in Article 53 of the Turkish Penal Code dated 26/9/2004 and numbered 5237 have passed; a written statement should be submitted for crimes against the security of the state, crimes against the constitutional order and its functioning, crimes against national defense, crimes against state secrets and espionage, embezzlement, extortion, bribery, theft, fraud, forgery, breach of trust, fraudulent bankruptcy, bid rigging, rigging of performance, laundering or smuggling of property values arising from crime, and the articles set out in the Sixth Section of the Second Part of the same Law titled Offenses Against Sexual Immunity.

IV. ÜCRET VE ÖZLÜK HAKLARI/ Wages and Personal Rights

5.1 Görev alan öğretmenin maaşı, sigortası ve diğer özlük hakları; hizmet alımını hakeden ve kendilerini istihdam eden veya yönlendiren YÜKLENİCİ firma tarafından karşılanacaktır. Salary, insurance and other personal rights of the teacher in charge; shall be borne by the CONTRACTOR company that deserves the service procurement and employs or directs them.

5.2 Öğretmen Madde3/1 de bahsi geçen hakları da dahil olmak üzere yol, servis, prim ve yemek gibi ihtiyaçları hususunda Save the Children ve Antakya Belediyesi'nden herhangi bir talepte bulunamaz.

The teacher cannot make any demands from the INSTITUTION and Save the Children organization regarding his needs such as transportation, service, premium and food, including his rights mentioned in Article 3/1.

5.3 Öğretmen YÜKLENİCİ firma tarafından kadrolu veya ders saat ücretli istihdam edilebilir, öğretmen ve YÜKLENİCİ nin yapmış olduğu anlaşmaya istinaden doğabilecek fazla çalışmadan veya fazla sürelerle çalışmadan kaynaklanan her türlü alacağından YÜKLENİCİ firma sorumludur.

The teacher can be employed by the CONTRACTOR on a permanent basis or with an hourly wage, and the CONTRACTOR company is responsible for any receivables arising from overwork or working for overtime, which may arise pursuant to the agreement made by the teacher and the CONTRACTOR.

5.4 Öğretmenin sigortası YÜKLENİCİ firma tarafından yapılacaktır. Sigorta giriş ve çıkış işlemleri, sigortalılık süreleri, Asgari Geçim İndirimi (AGİ) vb. konularda Save The Children ve Antakya Belediyesi mesuliyet kabul etmez.

The insurance of the teacher will be made by the CONTRACTOR. Insurance entry and exit procedures, insurance periods, Minimum Living Allowance (AGI) etc. The INSTITUTION and Save the Children do not accept any responsibility in matters.

5.5 Öğretmenin yıllık izin, kıdem ve ihbar tazminatı, fazla mesai ve benzeri alacaklarında Save the Children ve Antakya Belediyesi muhatap değildir, bu taleplerden doğacak alacak

haklarından sorumlu değildir.

The INSTITUTION and Save the Children are not involved in the teacher's annual leave, severance and notice pay, overtime and similar receivables, and they are not responsible for the receivables arising from these demands.

5.6 YÜKLENİCİ firmaya ödenecek olan ders saati ücreti bir ay zarfında öğretmenin okuttuğu ders saati sayısının, sözleşmede bir ders saati karşılığı gösterilen ders saati ücreti ile çarpımından elde edilen miktardır.

The course hour fee to be paid to the CONTRACTOR is the amount obtained by multiplying the number of course hours taught by the teacher in a month with the course hour fee shown in the contract for one course hour.

5.7 Ders saatinin tanımı Millî Eğitim Bakanlığı tarafından uygulanan standart ve güncellemelere dair açıkladığı ders saat aralığı esas alınır. Millî Eğitim Bakanlığı tarafından ders saatinin süre bazında artırım ve/veya azalımı 1 ders saati için anlaşmaya varılan ücreti değiştirmez.

Definition of lesson time: The lesson hour interval announced by the Ministry of National Education regarding the standards and updates applied is taken as a basis. The increase and/or decrease in the duration of the lesson hours by the Ministry of National Education does not change the agreed price for 1 lesson hour.

5.8 Madde 3 kapsamına giren konularda öğretmen, Save the Children ve Antakya Belediyesi'nden herhangi bir evrak talep edemez.

The teacher cannot request any documents from the INSTITUTION and Save the Children organization on matters falling within the scope of Article.

5.9 YÜKLENİCİ, öğretmenlerin maaş ve özlük haklarıyla ilgili ödemelerin yapıldığına dair evrak talep edildiğinde 3 (üç) iş günü içinde sunmakla yükümlüdür.

The CONTRACTOR is obliged to submit documents regarding the payment of teachers' salaries and employee benefits within 3 (three) working days when requested.

5.10 Resmî tatiller dışında merkezde verilecek olan eğitimlere ara verilmeyeceğinden sömestr tatilleri dahil olmak üzere; KURUM tarafından aksi kararlaştırılmadıkça; öğretmenler, derslere kendilerine verilen programlara uygun olarak katılmaya devam etmek durumundadır.

Except for the official holidays, the training to be given at the center will not be interrupted, including the semester holidays; Unless otherwise agreed by the INSTITUTION; Teachers must continue to attend classes in accordance with the programs given to them.

V. ÇALIŞMA SAATLERİNDE UYULMASI GEREKEN KURALLAR VE DAVRANIŞLAR **/Rules and Behaviours to be followed during working hours**

6.1 Öğretmenler, merkezde buldukları süre boyunca Eğitim Koordinatörü ve Eğitim Koordinatörü tarafından görevlendirilen kişilere karşı sorumludur.

The Education Coordinator and the people assigned by the Education Coordinator are responsible of the Teachers during their stay at the centre.

6.2 Öğretmenler, Antakya Belediyesi Toplum Merkezi'nin belirlediği fiziksel ortamlarda derslere girecektir.

Teachers will attend classes in the physical environments determined by the Antakya Municipality Community Center.

6.3 Öğretmen derslere, kendisine verilen programa uygun şekilde zamanında girip zamanında çıkmalıdır.

The teacher attends the classes in accordance with the schedule given to him/her.

6.4 Öğrenciler, KURUM tarafından belirlenecek ve sınıflara ayrılacaktır. Öğretmenlerin ilgili amirin onayı olmadan sınıflarda öğrenci değişikliği yapması mümkün değildir.

Students will be determined by the INSTITUTION and will be divided into classes. It is not possible to change students in classes without the approval of the Teachers' supervisor.

6.5 Öğrencilerin kullanacağı ders materyalleri Antakya Belediyesi Toplum Merkezi tarafından sağlanacaktır, öğretmenlerin yetkili idari merciinin izni olmadan herhangi bir materyal dağıtması söz konusu değildir.

The course materials to be used by the students will be provided by the Antakya Municipality Community Center. It is out of question that teachers distribute any material without the permission of the competent administrative authority.

6.6 Kılık-kıyafet ve davranış kuralları Antakya Belediyesi Toplum Merkezi personelinin tabii olduğu kurallar ile aynıdır.

The rules of dress and behavior are the same as the rules to which the Community Centre personnel are subject.

6.7 İlgili birim tarafından önlük veya yaka kartı gibi unsurların kullanılmasının talep edilmesi halinde öğretmen bu talebe uyum sağlamalıdır.

When requesting the use of items such as aprons or badges by the relevant unit the teacher must comply.

6.8 Gerekli kriterleri sağlayan öğretmenler Save the Children ve Antakya Belediyesi Politikaları ile ilgili gerekli eğitimleri almak durumundadır, bu eğitimleri almadan derslere katılım sağlayamaz.

Teachers are committed to Save the Children and Antakya Municipality Policies. They have to take the necessary training, and they cannot start their teaching career without these trainings.

6.9 Öğretmen, göreve başlamadan gerek Save The Children gerek Antakya Belediyesi Politikaları ile ilgili dokümanları ve İş Tanımı ile ilgili dokümanı imzalamalı ve bu kurumların politikalarına uygun hareket edeceğini taahhüt etmelidir.

Before starting his/her job, the teacher should be informed about both Save the Children

and Antakya Municipality Policies. The teacher must sign the documents and the document related to the Job Description and comply with the policies of these institutions.

6.10 YÜKLENİCİ asil olarak dersle görevlendirilecek personel haricinde herhangi bir sebeple değişikliğe gidilmesi halinde yedek olarak istihdam ettiği personelini de bu eğitimlere katmak durumundadır.

If for any reason the assigned teacher must be changed, the CONTRACTOR should add the personnel to be assigned as a substitute, to the trainings.

6.11 Öğretmen, Toplum Merkezi tarafından organize edilen ve bulunması talep edilen her türlü toplantı, organizasyon ve etkinliğe katılmak durumundadır.

When requested, the teacher must attend all kinds of activities, meetings and events organized by the Community Center.

6.12 Öğretmen, ders aralarında ilgili birimin görevlendirmesi halinde nöbet tutmakla yükümlüdür.

The teacher is obliged to keep watch between classes, if assigned by the relevant unit.

6.13 Ders esnasında öğretmen dersle ilgili içerik kullanımı ve zorunlu haller haricinde cep telefonu kullanmamalıdır.

During the lesson, the teacher uses the content related to the lesson and the mobile phone cannot be used except in obligatory cases.

6.14 Öğretmen dersleri ne şekilde işleyeceğini ve hangi aktiviteleri yapacağını ifade eden ders akışlarını bir hafta önce Eğitim Birimindeki ilgili kişiye iletmekle yükümlüdür.

The Teacher is obliged to share how the teacher will teach the lessons and what activities he/she will do by forwarding the flow of information to the relevant person in the Education Unit one week before.

6.15 Derslerin müfredatı Toplum Merkezi tarafından belirlenecek ve öğretmen müfredat dışına izin almadan çıkmayacaktır.

The curriculum of the courses will be determined by the Community Center and the teacher will not make any changes in the curriculum without permission.

6.16 Yoklamalar düzenli olarak alıp her ders sonunda ilgili kişiye teslim edecektir.

Take attendance regularly and deliver it to the responsible person at the end of each lesson.

6.17 Olası bir Covid-19 tedbirleri kapsamında Sağlık Bakanlığı tarafından belirlenen öneriler takip edilecektir. Gerek görülürse kişisel aşı programına uygun hareket etmeyen öğretmenlerden haftada 2 kez PCR testi yaptırmaları istenecektir.

Within the scope of Covid-19 measures Teachers should be vaccinated as per program determined by the Ministry of Health. Teachers who do not act appropriately will be asked to take PCR tests 2 times a week.

6.18 Pandemi sebebiyle derslerin online platformlarda yapılması söz konusu olduğu takdirde öğretmenlerin materyal ve internet gereksinimleri YÜKLENİCİ firma tarafından karşılanacaktır.

In case the courses are held on online platforms due to the pandemic, material and internet requirements of teachers will be met by the CONTRACTOR.

6.19 Sözleşmeli öğretmen, görevi sırasında edindiği gizli bilgileri, görevinden ayrılrsa bile kurumumuzun izni olmadan açıklayamaz. Sözleşmesi sona erdiği zaman elinde bulunan kuruma ait araç, gereç ve belgeleri geri vermek zorundadır.

The contracted teacher shall keep confidential information obtained during his/her duty, even if he/she leaves his/her job. When the contract expires the teacher has to return the tools, equipment and documents to the Institution.

VI. ÖĞRETMEN DEĞİŞİKLİĞİ TALEBİ / Request for Teacher Change

7.1 Devamsızlık, hastalık, özel durum vb. sebeplerle öğretmenin derse katılamaması halinde, eğitim personeli durumu derslerin başlamasından **en az 24 saat önce** Toplum Merkezi'ne bildirmeli ve YÜKLENİCİ kurumun ilgili öğretmen yerine atayacağı öğretmen bilgi ve belgelerini tarafımıza sunmalıdır.

In case of nonattendance, illness, special situation, etc. and for any other reason the teacher is unable to attend the class, the education staff must notify the Community Center at least 24 hours before the start of the classes, and the CONTRACTOR must provide us with the information and documents of the teacher that the institution will appoint for the relevant teacher.

7.2 Geç kalma – düşük verim – disiplin sağlayamama durumlarında 5580 Sayılı Özel Öğretim Kurumları Kanunu ve ilgili diğer mevzuatta öngörülen şartlar uygulanır ve gerekçe gösterilmeksizin KURUM tarafından öğretmen değişikliği de talep edilebilir.

In cases of being late - low efficiency - inability to provide discipline, the conditions stipulated in the Law on Private Education Institutions No. 5580 and other relevant legislations a teacher change may be requested by the INSTITUTION without any justification.

7.3 Eğitim Personeli, iş sözleşmesi devam ettiği sürece mesai saatleri dışında dahi olsa işbu hizmet sözleşmesi ile çıkar çatışması yaratacak, işverenin kamu kurumu ile partner olması dolayısı ile prestijini sarsacak herhangi bir aktivite ile uğraşmayacağını aksi bir davranışın oluşmasında ise YÜKLENİCİ ile iş akdinin sonlandırılacağı, öğretmen değişikliğine gidileceğini kabul ve taahhüt eder.

Education Personnel accepts that as long as the employment contract continues, even outside working hours, they will not engage in any activity that will create a conflict of interest with this service contract, and that will damage the prestige of the employer due to

being partner with a public institution. In case of an opposite behaviour, the employment contract with the CONTRACTOR will be terminated and a teacher will be changed.

7.4 YÜKLENİCİ, herhangi bir sebeple öğretmen değişikliğine gitmek isterse merkezdeki dersleri aksatmayacak şekilde böyle bir talepte bulunabilir. Ancak yeni başlayacak olan öğretmen için Madde 3'te yer alan kriterler esas alınacaktır.

If the CONTRACTOR wishes to change the teacher for any reason, he can make such a request in a way that does not disrupt the lessons in the center. However, the criteria in Article 5 will be taken as a basis for the new teacher.

5.5 KURUM, YÜKLENİCİ firmadan herhangi bir gerekçe göstermeden de öğretmen değişikliğine gidilmesini isteyebilir. Öğretmen değişikliği ile ilgili talep, YÜKLENİCİ tarafından 15 gün içerisinde yerine getirilmelidir.

The INSTITUTION may request a teacher change from the CONTRACTOR without any justification. The request for teacher change must be fulfilled by the CONTRACTOR within 15 days.

GENERAL TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

1. Definitions and Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

- (a) **Agreement:** the document entitled "Agreement for the Supply of Services", between the Customer and the Supplier.
- (b) **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with Condition 16.6.
- (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 the Order.
- (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).
- (e) **Force Majeure Event:** has the meaning given in Condition 15.
- (f) **Order:** The Customer's order for the supply of Services, as set out in the Customer's purchase order form.
- (g) **Services:** the services to be provided by the Supplier (or any part of them) as set out in the Order
- (h) **Specification:** any specification for the Services, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

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

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (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.



- (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.

2. The Services

2.1 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.

2.2 In providing the Services, the Supplier shall:

- (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;
- (b) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- (c) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (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;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (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;
- (g) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- (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
- (i) not infringe the rights of any third party or cause the Customer to infringe any such rights.

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.

- 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.
- 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.
- 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.

3. Ethical Standards and Audit Requirements

- 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.
- 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.
- 3.3 The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the Customer's:
 - (a) Child Safeguarding policy;
 - (b) Fraud, Bribery and Corruption policy; and
 - (c) Human Trafficking and Modern Slavery policy,(together, the "Mandatory Policies"), attached to these Conditions.



- 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.
- 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.
- 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.
- 3.7 The Supplier agrees to allow the Customer's employees, agents, professional advisers or other duly authorized 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 authorized 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 organization of the Customer to carry an audit of the Supplier's operations.
- 4. Performance**
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.

5. Indemnity

- 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:

- (a) breach of any warranty given by the Supplier in Condition 9;
- (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;
- (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;
- (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;
- (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
- (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.

6. Price and Payment

- 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.

- 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.



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.

7. Termination

7.1 The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.

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:

- (a) the Supplier is in material breach of its obligations under the Contract; or
- (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
- (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
- (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
- (e) the Customer reasonably believes that continuing contractual relations with the Supplier may damage the reputation of the Customer; or
- (f) the Customer reasonably believes that the Supplier has or is engaged in corrupt, fraudulent, collusive or coercive practices.

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.

8. Customer's Name, Branding and Logo

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

9. The Supplier's Warranties

9.1 The Supplier warrants to the Customer that:



- (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;
- (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;
- (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;
- (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;
- (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;
- (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

9.2 In case of any situation constituting or likely to lead to a breach of a warranty in Clause 9.1 during the term of this Contract, the Supplier shall:

- (a) notify the Customer in writing and without delay of such breach; and
- (b) take all necessary steps to rectify this situation.

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 in Clause 9.1

10. Re-tendering

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.

11. Insurance

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.

12. Confidentiality

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.

13. Customer property

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.

14. Notices

- 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.
- 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.
- 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.



15. Force majeure

- 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.
- 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.
- 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.

16. General

16.1 Assignment and subcontracting:

- (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.
- (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.

16.2 Severance:

- (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.
- (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.

16.3 Waiver and cumulative remedies:

- (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.

(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

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.

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.

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.

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).