

INVITATION TO PARTICIPATE IN THE TENDER

"Providing services for the development of an online course within the framework of the high school reform project in Ukraine "

CONTENTS:

A – Tender Information Table

B – Instructions for Tender Participants

C – Terms of Reference

D – Draft Contract and Appendices

Appendix 1: General Terms and Conditions of the Service Contract

Appendix 2: Terms of Reference

E - Tender Proposal Form (to be completed by the tender participant)

A. TENDER INFORMATION TABLE

1	General Information	
1.1	Contracting Authority	CHARITABLE ORGANIZATION «INTERNATIONAL CHARITABLE FUND «SAVED»
1.2	Tender Number	PR-UACO-17
1.3	Procurement Method	Open Tender
1.4	Contact Information/Email	Submit your questions through the supplier portal at the link provided in section 1.5.
1.5	Link to the Tender Invitation	Playtender.com.ua
2	Schedule, Submission, and Opening of Tender Proposals (Dates and times correspond to the time zone of the contracting authority)	
2.1	Date of Tender Invitation Publication	23.01.2025
2.2	Deadline for Tender Submission (Date and Time)	13.02.2025, 17:00
2.3	Deadline for Submitting Questions to the Contracting Authority	Three days before the submission deadline
2.4	How to Submit Questions to the Contracting Authority	Submit your questions through the supplier portal at the link provided in section 1.5.
2.5	Last Date the Contracting Authority Issues Clarifications	Three days before the submission deadline
2.6	Procedure for Submitting Tender Proposals	Tender proposals must be submitted via the link provided in section 1.5. If you encounter technical difficulties, do not hesitate to contact the Contracting Authority.
2.7	Date, Time, and Location of Tender Proposal Opening	13.02.2025, 17:00
2.8	Opening of Tender Proposals	Tender participants are not invited to attend the opening of the proposals. The tender results will be communicated to the participants by the Contracting Authority via email no later than ten business days after the decision on the winner has been made.
3	Content	
3.1	Procurement Category	Services

3.2	Scope of Services	Providing services for the development of an online course within the framework of the high school reform project in Ukraine
3.3	Is the Tender Divided into Lots	No
3.4	Place of Service Delivery	Ukraine
3.5	Service Delivery Period	By 30.12.2025
4	Price and Validity of Tender Proposals	
4.1	Currency of Price	UAH
4.2	Validity Period of the Tender Proposal (Offer)	30 Days
5	Eligibility Criteria	
	Description	Verification Means and Required Documentation
5.1	Qualification Requirements	- Minimum of 3 years of experience in developing online courses and platforms with evidence of completed projects. - Proven track record of collaboration with educational projects or international organizations. - A qualified team of specialists, including a Project Manager, Learning & Development Expert, Designer, and Editor.
5.2	Legal Requirements: The participant must be a registered business entity in Ukraine with relevant activity codes (NACE), licenses, and permits for activities requiring licensing or special permissions	Extracts and Copies of Documents (current extracts from the Unified State Register and the Taxpayers Register dated no earlier than the tender start date, tax payment certificate, certificate of the director's lack of criminal record) Be sure to fill out and sign the proposal form
6	Contract Award Criteria	
6.1.1	Content of the offer 70%	6.1.1. Portfolio of the Contractor: 4 points: Basic examples of non-educational projects. 7 points: Relevant examples of educational projects of medium complexity. 10 points: Examples of high-level online course projects. 6.1.2. Preliminary Work Plan and Timeline: 0 points: no plan 4 points: plan submitted with minimal details. 7 points: A general outline of key stages. 10 points: A detailed plan with specific timelines and assigned responsibilities. 6.1.3. Resumes of Key Specialists: 4 points: Resumes without relevant experience descriptions. 7 points: Resumes with partially relevant experience. 10 points: Resumes with detailed descriptions of relevant experience and achievements in similar projects. 6.1.4. Proposed Project Duration: 4 points: 6.5 months from contract signing. 7 points: 6 months from contract signing. 10 points: 5 months from contract signing.
6.1.2	Financial Proposal 30%	6.2.1. Reasonableness of Cost: 4 points: General cost estimate provided. 7 points: Cost breakdown by work stages. 10 points: Detailed cost estimate with justification. 6.2.2. Cost-Effectiveness:

		Determined by the formula: (lowest price / bidder's price) * 10.
7	Legal Criterion	
7.1	Language of the proposals	Ukrainian
7.2	The laws of the country governing the contract	Ukraine
8	Award of Contract	
8.1	Type of Contract	Fixed-term
8.2	Estimated Start Date of the Contract	20.02.2025
8.3	Estimated End Date of the Contract	30.12.2025
8.4	Language of the Contract	Ukrainian and English

B. INSTRUCTIONS FOR TENDER PARTICIPANTS

By submitting a tender proposal, the tender participant fully and unconditionally accepts the special and general conditions governing the procurement contract as the sole basis for this tender procedure, regardless of their own terms of sale, which they hereby waive.

Tender participants are expected to carefully review and comply with all instructions, forms, provisions of the contract, and specifications contained in this tender documentation.

Failure to submit a tender proposal that includes all necessary information and documentation within the specified timeframe will result in the rejection of the tender proposal.

Any reservations regarding the tender documentation will not be considered; any such reservation will lead to the immediate rejection of the tender proposal without further evaluation.

B.1.Scope of Services

The subject of the contract is the provision of services according to **Section 3.2 A of the Tender Information Table / Section 3.**

Delivery:

The requested services must be delivered to the location and on the dates specified in **Section 3.4 A of the Tender Information Table / Section 3.**

B.2. General Conditions

The services to be procured are intended for use by the Contracting Authority as indicated in **Section 1.1 A of the Tender Information Table / Section 1.**

B.3. Tender Costs

The tender participant bears all costs associated with the preparation and submission of their tender proposal, and the Contracting Authority shall not be liable for these costs under any circumstances, regardless of the conduct or outcome of the tender process.

B.4.Questions, Clarifications of Tender Documentation, and Additional Information Tender Participants may submit questions in writing to the Contracting Authority according to the instructions and deadlines specified in **Section 2.3 A of the Tender Information Table / Section 2.**

Any clarifications to the Invitation to Tender documents provided by the Contracting Authority will be made available to all tender participants (and potential participants) simultaneously, no later than the date specified in the schedule in **Section 2.5 A of the Tender Information Table / Section 2.**

Tender participants are not allowed to contact the Contracting Authority for oral clarifications. Any (potential) tender participant wishing to arrange individual meetings during the tender period with the Contracting Authority and/or associated organization may be excluded from the tender procedure.

B.5. Planned Schedule

The Contracting Authority reserves the right to change the dates and times; in such cases, all tender participants will be informed in writing, and a new schedule will be provided.

The schedule can be found in **Section 2.2 A of the Tender Information Table/ Section 2.**

The hours in the schedule correspond to the time zone of the country where the Contracting Authority is located.

B.6. Language of the Tenders

Tender proposals, all correspondence, and documents related to the tender proposal exchanged between the tender participant and the Contracting Authority must be written in Ukrainian. Accompanying documents and printed materials provided by the tender participant must also be submitted in Ukrainian.

B.7. Evaluation Process

Before assessing the eligibility of the tender participant, the Procurement Committee (established by the Contracting Authority for the purposes of this tender procedure) must verify whether the tender proposals;

- were submitted by the deadline for submission of tender proposals (Closing Date);
- were properly signed;
- were submitted in accordance with the submission procedure in **Section 2.6 A of the Tender Information Table / Section 2;**
- are in order.

If the tender substantially does not meet the requirements, meaning it contains more than minor deviations or reservations regarding the provisions, terms, and specifications in the tender documentation, it will not be considered further.

The Procurement Committee will then assess the technical acceptability of each tender proposal, classifying it as technically acceptable or unacceptable.

Tender proposals deemed acceptable and technically compliant will be checked by the Procurement Committee for arithmetic errors. In the event of discrepancies between the amounts written in figures and in words, the amount written in words will prevail. If there are discrepancies between the unit price and the total amount of the line item obtained by multiplying the unit rate by the quantity, the stated unit rate will take precedence. If the tender participant refuses to accept the correction, their proposal will be rejected.

B.8. Exclusions from Contract Award

Tender participants are excluded if they are in any of the following situations:

- a) They are bankrupt, their affairs are under judicial management, they have entered into an agreement with creditors, they have suspended business activities, they are subjects of proceedings concerning household matters, or they are in any similar situation arising from similar procedures provided for in national legislation or regulations;
- b) They have been convicted of offenses regarding their professional conduct by a judgment that has become res judicata;
- c) They have been found guilty of a serious professional misconduct, proven by any means that the Contracting Authority can justify;
- d) They have failed to meet their obligations concerning social security contributions or tax payments in accordance with the legislative provisions of the country in which they are established, the country of the Contracting Authority, or the country where the contract is awarded;
- e) They have been the subject of a judicial decision that has the force of res judicata for fraud, corruption, participation in a criminal organization, or any other illegal activity that harms the Contracting Authority or the financial interests of the European Union;

- f) After another procurement procedure or grant award procedure funded by the budget of the European Union or another donor, or after another procurement procedure conducted by the Contracting Authority or one of its partners, they have been declared to have seriously breached the contract due to non-fulfillment of their contractual obligations.

Tender participants are also excluded if any of the following exclusion criteria apply to them:

- a) Participation in a criminal organization, as defined in Article 2 of Council Framework Decision 2008/841/JHA (1);
- b) Corruption, as defined in Article 3 of the Convention on Combating Corruption Involving Officials of the European Communities or Officials of Member States of the European Union (2) and Article 2(1) of Council Framework Decision 2003/568/JHA (3), as well as corruption as defined in the national legislation of the contracting authority or the economic operator;
- c) Fraud within the meaning of Article 1 of the Convention on the Protection of the Financial Interests of the European Communities (4);
- d) Terrorist offenses or offenses related to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA (5), respectively, or incitement, complicity, or attempted commission of an offense as specified in Article 4 of this Framework Decision;
- e) Money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council (6);
- f) Child labor and other forms of human trafficking, as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- g) Additionally, a participant is excluded from the procurement procedure if the contracting authority is aware that the participant is in violation of its obligations to pay taxes or social security contributions, and this has been established by a judicial or administrative decision that is final and binding according to the legal provisions of the country in which the participant is established or those of the contracting authority.

Tender participants must confirm in **Appendix 2: Tender Proposal Form** that they meet the above requirements. If required by the Contracting Authority, the tender participant whose proposal has been accepted must also provide evidence of eligibility satisfactory to the Contracting Authority through certificates issued by competent authorities in the country of establishment or operation.

Contracts cannot be awarded to participants who:

- (a) Are subject to a conflict of interest.
- (b) Are guilty of providing false information during the submission of information required as a condition of participation and eligibility in the tender procedure, or failing to provide such information.
- (c) Engage in, support, or conceal corrupt, fraudulent, collusive, or coercive practices, regardless of whether such actions can be attributed to this tender procedure.
- (d) Attempt to influence the evaluation committee during the review, clarification, assessment, and comparison of tender proposals, obtain information on the progress of the procedure, or influence the Contracting Authority's decision regarding the award of the contract.

B.9. Eligibility Criteria for Tender Participants

Tender participants will initially be checked for compliance with the eligibility criteria in **Section A of the Tender Information Table / Section 5**. The listed documents must be provided along with the tender proposal.

Tender participants who do not meet the eligibility criteria and/or do not provide the necessary documents will not be qualified for tender evaluation.

B.10. Contract Award Criteria

Tender proposals that meet the eligibility criteria will be evaluated according to the contract award criteria in **Section A of the Tender Information Table / Section 6**.

B.11. Documents to be Included in the Tender Proposal:

The tender participant must complete and submit the following documents with their tender proposal:

- a) **Appendix 2: Tender Proposal Form** with Supporting Documents
- b) **Documentation for Section C.6 Technical Specifications**

- c) **Documentation for** Section C.8 Eligibility Criteria for Tender Participants
- d) **Documentation for** Section C.5 Contract Award Criteria
- e) Any other relevant information required to be submitted to the Contracting Authority

B.12. Price:

The price must be stated in the currency specified in **Section 4.1 A of the Tender Information Table / Section 4.**

The price should be included in Appendix 2: Tender Proposal Form by the tender participant and is not subject to adjustments for any reason, except as provided for in the terms of the contract.

The price must include all costs associated with the provision of services, and no additional invoices or other expenses will be accepted.

B.13. Validity Period of Tender Proposals

Tender proposals remain valid and open for acceptance for the period specified in **Section 4.2 A of the Tender Information Table / Section 4** after the Closing Date for submission of tender proposals.

Before the initial validity period of the tender proposal expires, the Contracting Authority may, for objective reasons, request in writing that tender participants extend this period. Tender participants who agree to this will not be allowed to change their tender proposals. If they refuse, their participation in the tender procedure will be terminated.

B.14. Validity Period of Tender Proposals

Tender proposals remain valid and open for acceptance for the period specified in **Section 4.2 A of the Tender Information Table / Section 4** after the Closing Date for submission of tender proposals.

Before the initial validity period of the tender proposal expires, the Contracting Authority may, for objective reasons, request in writing that tender participants extend this period. Tender participants who agree to this will not be allowed to change their tender proposals. If they refuse, their participation in the tender procedure will be terminated.

B.15. Submission of Tender Proposals and Closing Date

Tender proposals must be submitted as specified in **Section 2.6 A of the Tender Information Table / Section 2.**

No tender proposal may be amended or withdrawn after the closing deadline.

B.16. Disclosure of Tender Proposals

Information regarding the disclosure of tender proposals is indicated in **Section 2.8 A of the Tender Information Table / Section 2.**

If tender participants are invited to a tender proposal disclosure session, they are encouraged to contact the contact person at least one day before the disclosure session if they wish to attend.

Representatives of the participant present must sign the attendance sheet.

During the disclosure of tender proposals, only the names of the tender participants and the total amounts of the tender proposals will be read aloud and recorded.

B.17. Contract Award

The Contracting Authority will award the contract to the tender participant whose tender proposal is deemed to substantially comply with the tender documentation and is technically acceptable, and who receives the highest score during the evaluation of the tender proposal.

B.18. Contract Signing

- a) The Contracting Authority will notify the winning tenderer in writing that their proposal has been accepted, and will inform the unsuccessful tender participants in writing about the results of the evaluation process.
- b) The Contracting Authority reserves the right to adjust the procurement volume within a range of +/- 25% to remain within the available budget.

B.19. Cancellation for Convenience

The Contracting Authority may, for its own convenience and without any costs or obligations, cancel the tender process at any stage.

C 1. General Information

The organization **savED**, with financial support from **Finn Church Aid (FCA)**, announces a tender for development of an online course within the framework of the high school reform project in Ukraine. The primary goal is to create a high-quality interactive learning product for teachers that meets modern educational standards. Additionally, the course aims to raise awareness about the reform among educators, provide them with tools for implementing new teaching approaches, and improve the effectiveness of the educational process.

ICF savED is a Ukrainian non-governmental organization actively working in the field of education, promoting its development and adaptation to modern requirements. With experience in implementing educational projects and collaborating with educational institutions, the Fund aims to enhance the quality of education and create favorable conditions for the development of students and teachers.

Finn Church Aid (FCA) is the largest Finnish non-governmental organization providing international aid, supporting projects in education, peacebuilding, and livelihoods in over 30 countries worldwide. The partnership between savED and FCA is focused on ensuring sustainable development of education in Ukraine.

C 2. Technical task

1. Development of Educational Videos	● Duration: Up to 8 minutes per video. ● Stages: 1. Methodological review of texts, briefings, and collaboration with experts. 2. Filming using professional equipment, editing with modern software, and sound and color correction. 3. Adding graphic elements, animations, captions, and special effects to enhance visual appeal. 4. Incorporating two iterations of revisions. ● Number of videos: 15. ● Topics: Key aspects of the high school reform and integrated courses.
2. Uploading Materials to LMS	● Uploading developed videos, texts, and interactive materials to the LMS platform. ● Formatting content to meet the platform's technical requirements. ● Ensuring multilingual support for the course.
3. Working with Tests and Supplementary Materials	● Developing interactive tests with automatic grading functionality. ● Editing and proofreading texts for supplementary materials, such as workbooks, presentations, and teaching guides. ● Designing documents in PDF format with graphical elements for ease of use.
4. Technical Support	● Ensuring stable platform operation for 12 months post-launch, including regular system updates. ● Managing user accounts, resolving technical issues, and providing consultations.

C 3. Expected Deliverables

A complete online course with the following components:

- 15 professionally edited training videos.
- Test assignments to assess users' knowledge.
- Downloadable teaching materials in PDF format.
- A platform with adaptive design, supporting access from mobile devices, tablets, and PCs.
- Technical support for users for one year after the launch.
- Detailed usage statistics of the platform for future effectiveness analysis.

C 4. Technical Requirements for the Platform

1. **Adaptability:**
 - Support for mobile devices, tablets, and PCs.
 - Optimization for Chrome, Safari, Edge, and Firefox browsers.
2. **Functionality:**
 - Global content search using keywords and filters.
 - User registration and authentication system with password recovery options.
 - Integration of multimedia materials with streaming capabilities.
 - A module for tests and certificate downloads with unique QR codes.
 - User account personalization (e.g., avatar, language selection).
3. **Security:**
 - Protection of users' personal data in compliance with GDPR.
 - Regular data backups.

C 5. Payment Terms

- Payment in stages, after the acceptance of completed work:
 - 30% prepayment upon signing the contract.
 - 70% upon completion of the work and approval of the design.
- Payment currency: Ukrainian Hryvnia (UAH).
- Payment method: non-cash transfer to the contractor's bank account.

Contract (agreement) for the provision of services

Kyiv
2025

The Charity Organization "International Charity Fund 'Saved'" (hereinafter referred to as the "Organization" or the "Client"), represented by the Director of the Fund, Anastasiia Klimina, acting based on the Organization's Statute, on one side,
and an **Individual Entrepreneur**, TIN: _____, date and registration number in the Unified State Register: _____, _____ (hereinafter referred to as the Contractor, Executor) on the other side, have agreed as follows:

Article 1. The subject of the Contract

The subject of the contract is the provision by the Contractor of the following services (hereinafter referred to as the "Service") within the framework of a project funded by the Finn Church Foundation:
Services for the development of an online course within the framework of the high school reform project in Ukraine.

A detailed description of the Contractor's tasks is set out in Annex 2 to this Agreement, which is an integral part thereof.

Article 2. Language

The service is provided in Ukrainian.

Article 3. Quality Monitoring

The Contractor must monitor the execution and quality of the services and report to the Client on factors related to service delivery in an agreed manner. The Contractor agrees to improve its activities during the contract term to enhance service quality.

The Client monitors the quality according to its needs. The Contractor must provide the information requested by the Client for quality monitoring within an agreed timeframe.

Article 4. Subcontracting

The Contractor is responsible for fulfilling obligations under the tender contract, regardless of whether subcontractors are used.

Article 5. Price and Payment Terms

The amount of this contract is determined by the proposal submitted by the Contractor and is not subject to revision. The price must include all costs associated with the delivery of goods and services, and no additional invoicing or other costs are accepted. This is the only remuneration that the Customer must pay to the Contractor under the contract. The total amount of remuneration for the proposal is _____.

Payment for the services provided is made no later than five business days after signing the Acceptance and Transfer Act.

Payment is made in stages, after the Customer accepts the services provided:

- 30% prepayment after signing the contract.
- 70% after completion of work and approval of the design

Article 6. Effective Date / Duration

This Contract is signed using the "Vchasno" electronic document management service at any time convenient for the parties during the term of the Contract. By Part 3 of Article 631 of the Civil Code of Ukraine, the terms of this Contract apply to relations that arose between the Parties from _____. The term of the Contract is until December 30, 2025, inclusive. The Parties agreed to use an electronic signature (qualified electronic signature) when signing contracts, additional agreements, and primary accounting documents, including but not limited to acceptance certificates of provided services. The Contract remains valid until the end of the responsibility period, as defined in the Annex "General Terms and Conditions for Service Contracts."

Article 7. Confidentiality Clause

7.1. The Parties agree that any materials, information, and data related to this Contract and prepared by the Contractor for the fulfillment of this Contract are the property of the Client and cannot be transferred to third parties without prior written consent from the Client, except in cases where such transfer is required by Ukrainian law.

7.2. The Parties agree to take all necessary measures to ensure the confidentiality of technological, financial, commercial, and other information received from the other party during the term of this Contract.

7.3. To comply with the above requirements, the Contractor must:

Strictly maintain the confidentiality of any information about the Client.

Do not use such information without the Client's prior written consent.

Provide access to the Client's information only to those Contractor employees or representatives who need to know it to fulfill their duties, provided that these individuals undertake written confidentiality obligations. The Contractor is responsible for ensuring that these individuals comply with confidentiality requirements, and if their actions cause the Client damages, the Contractor must fully compensate for such damages.

Information should only be transferred to third parties with prior written consent from the Client.

Do not disclose the information.

Ensure proper storage of information, documents, and data, maintaining the same level of confidentiality as would reasonably be applied to their confidential information of similar importance.

7.4. The Contractor acknowledges that unauthorized disclosure or use of information may cause irreparable harm and significant damage to the Client. Accordingly, the Client can claim compensation for all damages incurred.

7.5. The Contractor is liable for disclosing commercial secrets as prescribed by Article 232 of the Criminal Code of Ukraine.

Article 8. Dispute Resolution

8.1. All disputes and disagreements arising from or in connection with this Contract shall be resolved by negotiation between the Parties.

8.2. If a dispute cannot be resolved through negotiation, it will be settled in court according to the applicable jurisdiction under Ukrainian law.

Article 9. Protection of Personal Data

9.1. By the Law of Ukraine "On the Protection of Personal Data," the Parties consent to the processing and use of their data in client databases, accounting programs, tax reports, and other purposes to comply with current laws. This includes preparing and submitting statistical, administrative, and other reports to the extent necessary for processing personal data.

9.2. Each Party undertakes not to take actions that may be interpreted as offering or receiving improper benefits or actions that violate anti-corruption and anti-money laundering laws. If any suspicion arises, the relevant Party must notify the other Party.

9.3. By signing this Contract, each Party gives unambiguous consent to processing personal data as contained in this Contract.

9.4. The Parties undertake to comply with the requirements of the Law of Ukraine on the protection of personal data.

Article 10. ANTI-CORRUPTION PROVISION

10.1. In the performance of their obligations under this Contract, the Parties, their affiliates, employees or intermediaries shall not pay, offer to pay or permit the payment of any funds or the transfer of value directly or indirectly to any person to influence the actions or decisions of these persons to obtain illegal advantages or for other unlawful purposes. During the performance of their obligations under this Contract, the Parties, their affiliates, employees, or intermediaries do not perform actions qualified by the legislation of Ukraine, such as giving/receiving a bribe, commercial bribery, as well as actions that violate the requirements of the legislation of Ukraine and international acts regarding countermeasures against legalization (laundering) of proceeds obtained through crime. Each of the Parties to this Contract refuses to incentivize the employees of the other Party in any way, including by providing funds, gifts, and free performance of Work (services) for them. Other methods not specified in this clause put the employee in a specific dependence. They aimed to ensure that this employee performed any actions for the benefit of the stimulating Party.

10.2. If the Party suspects there has been or may be a violation of any anti-corruption conditions, the Party undertakes to notify the other Party of this in writing. Upon written notice, the relevant Party has the right to suspend the performance of obligations under this Contract until confirmation that a breach has not occurred or will not occur. In a written notification, the Party is obliged to state the facts or provide materials that reliably confirm or give reason to assume that there has been or may be a violation of any provisions of the anti-corruption terms by the Parties, their affiliates, employees, or intermediaries, which is expressed in actions qualified by law of Ukraine as giving/receiving a bribe, commercial bribery, as well as actions that violate the requirements of the legislation of Ukraine and international acts regarding the prevention of legalization (laundering) of proceeds obtained through criminal means.

10.3. The parties to this Contract recognize the implementation of procedures to prevent corruption and monitor their compliance. The parties make efforts to minimize the risks of business relations with users who may be involved in corrupt activities and also assist each other in preventing corruption. The Parties ensure the implementation of inspection procedures to prevent the risks of involving the Parties in corrupt activities.

10.4. The parties guarantee proper consideration of the facts presented within the framework of executing this Contract in compliance with the principles of confidentiality and effective measures to eliminate difficulties and prevent possible conflict situations.

10.5. The Parties guarantee complete confidentiality during the implementation of the anti-corruption provisions of this Contract and the absence of negative consequences both for the Party of the contract as a whole and for specific employees of the Party of the contract who reported the facts of violations.

10.6. The anti-corruption clause specified in this section is an essential condition of this Contract by the first part of Article 638 of the Civil Code of Ukraine.

11. OTHER TERMS

11.1. All legal relations arising from this Contract or related to it, including those related to the validity, conclusion, execution, amendment, and termination of this Contract, interpretation of its terms, determination of the consequences of invalidity or breach of the Contract, are regulated by this Contract and the relevant the norms of the legislation in force in Ukraine, as well as the customs of business turnover applicable to such legal relations based on the principles of good faith, reasonableness, and justice.

11.2. After the signing of this Contract, all previous negotiations, correspondence, previous contracts, letters of intent, and any other oral or written agreements of the Parties on matters related to this Contract in one way or another shall lose legal force. Still, they may be considered in the interpretation terms of this Contract.

11.3. By signing this Contract, the Parties agree to use electronic documents and a qualified electronic signature (from now on - KEP) in carrying out their activities. The Parties recognize any documents drawn up and provided by any Party to the other in electronic form using KEP using telecommunications or on electronic media as legally binding originals. The parties acknowledge that a qualified electronic signature has the same legal force as a handwritten signature and has a presumption of its correspondence to a handwritten signature.

11.4. The Parties bear full responsibility for the correctness of the details specified in this Contract and undertake to notify the other Party promptly in writing of their change. In case of failure to notify, they bear the risk of adverse consequences.

11.5. Additional contracts and attachments to this Contract are his integral parts and have legal force if they are set out in writing and signed by the Parties.

12. ZERO TOLERANCE SEXUAL EXPLOITATION AND ABUSE POLICY

12.1. The parties confirm that in their activities within the framework of this Contract, they will adhere to the principle of zero tolerance for any manifestations of sexual exploitation and abuse.

12.2. According to the Bulletin of the UN Secretary-General, "Special measures for protection against sexual exploitation and sexual abuse" (57/5CV/2003/13):

12.2.1 Sexual exploitation is any abuse or attempted abuse of a position of vulnerability, power or trust for sexual purposes, including but not limited to the acquisition of financial, social or political benefit from the sexual exploitation of another person.

12.2.2 Sexual assault is physical action or threat of physical action against sexual integrity or with the use of force, in unequal conditions, or with coercion. Sexual abuse also includes non-contact and sexual exploitation and online abuse.

12.3. in his activities within the project implementation framework, the executor complies with the norms, principles, and rules for preventing sexual exploitation and exposure (from now on referred to as "SEC").

12.4. The Contractor undertakes to follow the principles of the Customer's Code of Conduct and the provisions of the Protection against Sexual Exploitation and Harassment Policy.

12.5. The executor undertakes to collect and promptly transfer information on cases of emergencies, if any, during the implementation of the Project. All info about SEC cases should be sent to the following email address: complaint.saved@gmail.com.

12.6. Any behavior of the Performer related to sexual exploitation or abuse is considered a violation of the Policy of zero tolerance for any manifestations of sexual exploitation and sexual abuse and is grounds for termination of this Contract.

CHARITABLE ORGANIZATION**«INTERNATIONAL CHARITABLE FUND SAVED»**

04070, Kyiv, str. Naberezhno-Khreshchatytska, 9

EDRPOU code 44868434

IBAN: UA563052990000026005036804706

E-mail: savedschools@gmail.com

Director of the Fund_____
Anastasia KLIMINA**Annex 1: TO THE CONTRACT (AGREEMENT) ON THE PROVISION OF SERVICES
GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS****1. Definitions**

In these general terms and conditions:

- a) “contract” is the agreement entered into by the Contracting Authority and the Service Provider for the performance of the services to which these general terms and conditions are made applicable; the contract is constituted of the documents listed in the Service Contract.
- b) The Contracting Authority’s “partners” are the organisations to which the Contracting Authority is associated or linked;
- c) “personnel” is any person assigned by the Service Provider to the performance of the services or any part hereof, whether through employment, sub-contracting or any other agreement; and “key experts” are those members of the personnel whose involvement is considered instrumental in the achievement of the contract objectives;
- d) “beneficiary country” is the country where the services are to be performed, or where the project to which the services relate is located.

2. Relations between the parties

Nothing in the contract shall be construed as establishing a relation of master and servant or of agent and principal between the Contracting Authority and the Service Provider. Except if otherwise provided in the contract, the Service Provider shall under no circumstances act as the representative of the Contracting Authority or give the impression that it has been given such authority. The Service Provider has complete charge of the personnel and shall be fully responsible for the services performed by them.

3. Scope of Services

The scope of the services including the methods and means to be used by the Service Provider, the results to be achieved by its and the verifiable indicators are specified in the Contract and its annexes. The Service Provider shall be responsible for everything which is required for the performance of the services in accordance with what is specified in the contract, or which must otherwise be regarded as forming part of the services.

4. Compliance with laws and respect of traditions

The Service Provider shall respect and abide by all laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Service Provider shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Service Provider, its personnel and their dependants of such laws and regulations.

The Service Provider, its personnel and their dependants shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country.

5. Code of conduct

The Service Provider shall always act loyally and impartially and as a faithful adviser to the Contracting Authority and shall perform the services with due care, efficiency, and diligence, in accordance with the best professional practice.

6. Discretion and confidentiality

The Service Provider shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the services without the prior approval of the Contracting Authority,

7. Conflict of interest

The Service Provider shall refrain from engaging in any activity that conflicts with its obligations towards the Contracting Authority under the contract.

The Service Provider shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interest could arise in particular due to economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during the performance of the Contract must be notified in writing to the Contracting Authority without delay. The Service Provider shall replace, immediately and without compensation from the Contracting Authority, any member of its personnel exposed to such a situation.

8. Corrupt practices

The Service Provider and the personnel shall refrain from performing, condoning, or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation to the performance of the contract or not. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act about the contract or any other contract with the Contracting Authority or for showing favor or disfavor to any person about the contract or any other contract with the Contracting Authority.

The payments to the Service Provider under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or to, or in the discharge of, its obligations under the contract.

The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

The Service Provider further warrants that no official of the Contracting Authority and/or their partner has received or will be offered by the Service Provider any direct or indirect benefit arising from this contract.

9. Joint venture or consortium

If the Service Provider is a joint venture or a consortium of two or more legal persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract. The person designated by the joint venture or consortium to act on its behalf for the purposes of this contract shall have the authority to bind the joint venture or consortium.

For the purposes of performance of the contract, the joint venture or consortium shall act as, and be considered, a single person and, in particular, shall have bank account opened in its name, shall submit to the Contracting Authority single guarantees if required, and shall submit single invoices and single reports.

The composition of the joint venture or a consortium shall not be altered without the prior written consent of the Contracting Authority.

10. Specifications and designs

The Service Provider shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the Contracting Authority and taking into account the latest design criteria.

11. Information

The Service Provider shall furnish the Contracting Authority or any person authorised by the Contracting Authority with any information relating to the services and the project as the Contracting Authority may at any time request.

12. Reports

The frequency, deadlines, format and contents of the reports to be drawn up by the Service Provider in relation to the performance of the contract shall be described in the Contract and its annexes.

13. Service Provider's personnel

13.1 The Service Provider shall employ and provide such qualified and experienced personnel as are required to carry out the services, and the Service Provider shall be responsible for the quality of the personnel.

The Service Provider must inform the Contracting Authority of all non-expert personnel it intends to use for the implementation of the contract. The Contracting Authority shall have the right to oppose the Service Provider's choice of personnel.

13.2 The Service Provider shall provide a replacement of personnel with at least equivalent qualifications and experience.

13.3. If the personnel is nominated in the Contract, no changes shall be made in the personnel without the prior consent of the Contracting Authority. The Service Provider shall provide a replacement with at least equivalent qualifications and experience and acceptable to the Contracting Authority if:

- a) on account of death, sickness or accident, a member of the Personnel is unable to continue providing his services,
- b) any member of the personnel is found by the Contracting Authority to be incompetent in discharging or unsuitable for the performance of his duties under the Contract,

c) It becomes necessary to replace any member of the Personnel for reasons beyond the control of the service provider.

The replacement request must be made in writing and state the reasons therefore. The Service Provider shall proceed swiftly with the request and propose a replacement with at least equivalent qualifications and experience. The remuneration to be paid to the replacement must be at most received by the replaced personnel member.

Failure by the Service Provider to propose a replacement for a key expert satisfactory to the Contracting Authority shall give the Contracting Authority the right to terminate the contract.

12.1 The Service Provider shall bear additional costs arising out of a replacement.

13.5. If the remuneration is agreed upon on an hourly/daily/weekly/monthly rate basis, and if not otherwise stated in the special conditions, the days and hours of work of the Service Provider or/and its personnel in the beneficiary country shall be fixed according to the laws, regulations, and customs of the beneficiary country and the requirements of the services.

13.6. Any taking of holiday leave by the personnel during the period of implementation of the contract must be at a time approved by the Contracting Authority.

Overtime, sick leave pay and holiday leave pay are deemed to be covered by the Service Provider's remuneration.

14. Sub-Contracting

Except from the Sub-Service Providers listed in the contract, the Service Provider shall not sub-contract to nor engage another independent Service Provider to perform any part of the services without the prior written consent of the Contracting Authority. Sub-Service Providers must satisfy the eligibility criteria applicable for the award of the contract.

The Contracting Authority shall have no contractual relations with the sub-Service Providers. The provisions of the contract, including these general terms and conditions, and in particular article **Помилка! Джерело посилання не знайдено.** shall, where practicable, apply to the sub-Service Providers and their personnel.

15. Liability

At its own expense, the Service Provider shall indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damages arising from any act or omission by the Service Provider in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

Approval by the Contracting Authority of the Service Provider's reports and issue of Completion Certificate shall not relieve the Service Provider of its liability and shall not prevent the Contracting Authority from claiming damages.

The Service Provider shall remain liable for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract (the "liability period"). This time limit does not however apply when the damage arises from gross negligence or wilful misconduct of the Service Provider.

During the liability period, or as soon as practicable after its expiration, the Service Provider shall, at its expense, upon instruction of the Contracting Authority, remedy any deficiencies in the performance of the services. In case of default on the part of the Service Provider to carry out such instructions, the Contracting Authority shall be entitled to hire another Service Provider to carry out the same, at the Service Provider's expense.

16. Intellectual and industrial property rights

Unless otherwise stated in the special conditions, all reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Service Provider in the performance of the contract shall, with the copyright thereto, be the absolute property of the Contracting Authority. The Service Provider shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Service Provider may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.

The Service Provider shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

17. Records

17.1. The Service Provider shall keep separate, accurate and systematic records and accounts in respect of the services in such form and detail as is customary in the profession and sufficient to establish accurately that the actual reimbursable expenditure identified in the Service Provider's invoice(s) have been duly incurred for the performance of the services.

17.2. For a fee-based contract, timesheets recording the days worked by the Service Provider's personnel must be maintained by the Service Provider. The timesheets must be approved by the Contracting Authority or any person authorised by the Contracting Authority or the Contracting Authority itself on a monthly basis. The amounts invoiced by the Service Provider must correspond to these timesheets. In the case of long-term experts, these

timesheets must record the number of days worked. In the case of short-term experts, these timesheets must record the number of hours worked. Time spent travelling exclusively and necessarily for the purpose of the Contract may be included in the numbers of days or hours, as appropriate, recorded in these timesheets.

17.3. Above-mentioned records or any other records agreed in the specific terms must be kept for a 10-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for reimbursable expenditure. Failure to maintain such records constitutes a breach of contract and will result in the termination of the contract.

17.4. Failure to maintain above-mentioned records or any other records agreed in the specific terms constitutes a breach of contract and will result in the termination of the contract.

18. Obligations of Contracting Authority

The Contracting Authority shall provide the Service Provider as soon as possible with any information and/or documentation at its disposal which may be relevant to the performance of the contract.

On all matters properly referred to it in writing by the Service Provider, the Contracting Authority shall give its decisions so as not to delay the services, and within a reasonable time.

It shall be stated in the special conditions if the Contracting Authority is to provide the Service Provider with equipment, facilities, counterpart personnel or specific assistance and under which conditions. If the provision of such agreed counterpart personnel, equipment, facilities and assistance is delayed or not forthcoming, the Service Provider shall endeavor to perform the Services as far as is possible. The parties shall agree on how the affected parts of the services shall be carried out, and the additional payments, if any is due, to be made by the Contracting Authority to the Service Provider as a result of additional expenditures.

19. Contract Price and Payments

19.1. In consideration of the services performed by the Service Provider under the contract, the Contracting Authority shall make to the Service Provider such payments and reimbursement of costs as provided in the contract. Costs and expenses must be actually and reasonably incurred in the performance of the services.

19.2. In case of fee-based contract, fees shall be determined on the basis of time actually spent by the key experts in the performance of services at the fee rates specified in the contract. Fee rates are deemed to remunerate all the activities of the Service Provider in the performance of the services and to cover all expenses and costs incurred by the Service Provider which are not included in the agreed reimbursable costs.

19.3. In case of global price contract, the global price covers both the Service Provider's and its personnel's fees and all expenses to be incurred for the performance of the contract. The global price is in consideration for all obligations of the Service Provider under the contract and all matters and things necessary for the proper execution and completion of the services and the remedying of any deficiencies therein.

19.4. Costs, fees and expenses which are not mentioned in the contract shall be deemed to be included in the costs, fees and expenses mentioned in the contract.

19.5. The currency of payments and reimbursable costs are set out in the contract.

19.6. Unless otherwise stipulated in the contract, the costs, fees and expenses shall not be revised.

19.7. Guarantees

In the case an advance payment for fees and for reimbursable costs (fee-based contract) or a pre-financing payment (global price contract) is agreed in the contract, its payment by the Contracting Authority shall be subject to the prior presentation by the Service Provider to the Contracting Authority of an approved performance security, advance payment or pre-financing guarantee, if so agreed and under the conditions specified in the Service Contract.

19.8. Conditions of Payment

Payments will be made by the Contracting Authority with the frequency, instalments, time limits, amounts and currencies, and under the conditions, in particular on the contents of invoices, specified in the special conditions of the contract.

If the contract includes completion of a certain work or service, payment of the final balance shall be subject to performance by the Service Provider of all its obligations under the contract and the issue by the Contracting Authority of the completion certificate described in article 25.

19.9. Late payment

If the time periods laid down for payments by the Contracting Authority have been exceeded by more than two months and where the Contracting Authority cannot invoke a case of suspension or withholding of payments provided for in these terms and conditions, the Service Provider may claim interest calculated on any amount due, prorata on the number of days of delay at the official bank rate of the beneficiary country (if amounts due are in the currency of that country), or at the rate applied by the European central bank (where amounts due are in Euro), plus 2% per year.

20. Delays in performance

20.1. If not otherwise stated in the special conditions of the contract, if the Service Provider does not perform the services within the period of implementation/performance specified in the contract or its annexes, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation/performance specified in the contract and the actual end of the period of implementation/performance as follows:

20.2. In case it's mutually agreed upon total amount that the Contracting Authority pays to a contractor on completion of the contract (contract price), the daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation.

If these liquidated damages exceed more than 15% of the contract value, the Contracting Authority may, after giving notice to the Service Provider:

- a) terminate the contract; and
- b) complete the services at the Service Provider's own expense.

20.3. In case of framework agreement, the daily rate for liquidated damages is 10 % of the value of the delayed order of service/delivery/other performance. If the delay is more than 5 days, the Contracting Authority has right to cancel the order with no expense and order the performance from a third service provider. If the delays in performance are frequent, the Contracting Authority has right to terminate the contract.

21. Breach of contract

Either party commits a breach of contract where it fails to discharge any of its obligations under the contract.

Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

- a) liquidated damages; and/or
- b) termination of the contract.

In any case where the Contracting Authority is entitled to damages, it may deduct such damages from any sums due to the Service Provider or call on the appropriate guarantee.

The Contracting Authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

22. Amendment of the contract

Substantial modifications to the contract, including modifications to the total contract amount, must be made by means of an addendum.

23. Completion certificate

If the contract includes deadline for completion of services. upon completion and once (a) the Contracting Authority has approved the Service Provider's completion report, (b) the Contracting Authority has approved the Service Provider's final invoice and final audited statement, the Contracting Authority shall deliver a completion certificate to the Service Provider.

24. Termination by the Contracting Authority

24.1. The Contracting Authority may terminate the contract after giving a 7 days' notice to the Service Provider in

- a) the Service Provider is in breach of its obligations under the contract and/or fails to carry out the services substantially in accordance with the contract;
- b) the Service Provider fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
- c) the Service Provider refuses or neglects to carry out instructions given by the Contracting Authority;
- d) the Service Provider's declarations in respect of its eligibility (**article 32**) and/or in respect of **article 30, article 31 and article 32**, appear to have been untrue, or cease to be true;
- e) the Service Provider takes some action without requesting or obtaining the prior consent of the Contracting Authority in any case where such consent is required under the contract;
- f) any organisational modification occurs involving a change in the legal personality, nature or control of the Service Provider or the joint venture or consortium, unless such modification is recorded in an addendum to the contract;
- g) the Service Provider fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

24.2. Termination by Contracting Authority for convenience

Unless otherwise stated in the special conditions, the Contracting Authority may terminate the contract in whole or in part for its convenience, upon not less than 14 days' notice. The Contracting Authority shall not use this right of termination in order to arrange for the services to be executed by another Service Provider, or to avoid a termination of the contract by the Service Provider.

25. Termination by the Service Provider

The Service Provider may terminate the contract after giving a 7 days' notice to the Contracting Authority in any of the following cases:

- a) the Service Provider has not received payment of that part of any invoice which is not contested by the Contracting Authority, within 90 days of the due payment date,
- b) the Contracting Authority is in material breach of its obligations under the Contract and has not taken any actions to remedy the same within 30 days following the receipt by the Contracting Authority of the Service Provider's notice specifying such breach.

If the Service Provider is a natural person, the contract shall be automatically terminated if that person dies.

26. Rights and obligations upon termination

- 26.1. Upon termination of the contract by notice of either party to the other, the Service Provider shall take immediate steps to bring the services to a close in a prompt and orderly manner and in such a way as to keep costs to a minimum.
- 26.2. If the Contracting Authority terminates the contract in accordance with **article** Помилка! Джерело посилання не знайдено. it may, thereafter, complete the services itself, or conclude any other contract with a third party.
- 26.3. The Contracting Authority shall, as soon as is possible after termination, certify the value of the services and all sums due to the Service Provider as at the date of termination.
- 26.4. In case of termination of the contract for any reason whatsoever, any pre-financing guarantee which might have been granted to the Contracting Authority under article 20.7, may be invoked forthwith by the Contracting Authority in order to repay any balance still owed to the Contracting Authority by the Service Provider, and the guarantor shall not delay payment or raise objection for any reason whatever.
- 26.5. If the Contracting Authority terminates the contract under article 25.1, it shall be entitled to recover from the Service Provider any loss it has suffered up to that part of the contract value which corresponds to that part of the services which has not, by reason of the Service Provider's default, been satisfactorily completed.

27. Force Majeure

Neither party shall be considered to be in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of signature of the contract by both parties.

The term "force majeure", as used herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.

A party affected by an event of force majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.

If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Service Provider shall not put into effect such alternative means unless directed so to do by the Contracting Authority.

28. Applicable law & disputes

The contract is governed by, and shall be construed in accordance with the laws of the Contracting Authority's country.

Any dispute or breach of contract arising under this contract shall be solved amicably if at all possible. If not possible and unless provided in the Service Contract, dispute shall be finally settled by competent court in Contracting Authority's country in accordance with the laws of Contracting Authority's country,

29. Child Labour and Forced Labour

The Service Provider (and each member of a joint venture or a consortium) warrants that it and its affiliates comply with the *UN Convention on the Rights of the Child* - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labor as described in the *Forced labor Convention* and in the *Abolition of Forced Labor Convention* 105 of the International Labor Organization. Furthermore the Service Provider warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for its employees. Any breach of this representation and warranty, in the past or during the performance of the contract, shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Service Provider, at no cost or liability for the Contracting Authority.

30. Mines

The Service Provider and each member of the joint venture or a consortium warrants that it and its affiliates is NOT engaged in any development, sale or manufacture of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs. Any breach of this representation and

warranty shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

31. Ineligibility

By signing the purchase order, the Service Provider (or, if a joint venture or a consortium, any member thereof) certifies that they are NOT in one of the situations listed below:

- a) They are bankrupt or being wound up, are having their affairs administrated by courts, have entered into an agreement with creditors, have suspended business activities, are the subject of proceedings concerning house matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) They have been convicted of an offence concerning their professional conduct by a judgement that has the force of *res judicata*;
- c) They have been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
- d) They have not fulfilled obligations relating to the payment of social security contributions or payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
- e) They have been the subject of a judgement that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Contracting Authority or the European Union's financial interests;
- f) Following another procurement procedure or grant award procedure financed by the European Union budget or other donor or following another procurement procedure carried out by the Contracting Authority or one of their partners, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

32. Anti-money laundering and combating the financing of terrorism

33.1. The Service Provider/s and any sub-Service Provider/s certifies/certify none of the funds provided under this contract are used directly or indirectly to assist in, sponsor, or provide support for acts of terrorism or to support organizations or persons listed as terrorists on lists maintained by the United States government, the United Nations, the European Union, and other entities.

32.2. The Service Provider/s and any sub-Service Provider/s authorize the verification of their company identity, whether through third parties or official government databases or by any other means considered by the Contracting Authority as appropriate for the compliance of its duties with anti-money laundering and combating the financing of terrorism (AML/CFT) policies and any requirements imposed by applicable laws.

32.3. Natural persons authorize the verification by submitting an informed consent form as requested by the Contracting Authority.

33. Checks and Audits

The Service Provider shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the contract is financed by the European Union budget, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the provision of the services. In particular, it may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses

If the Service includes purchases that are financed by backdonor funds, and FCA has agreed with the backdonor about conducting tests on FCA's Service Providers, the Service Provider shall allow the backdonor to conduct tests on them according to the terms and conditions of the grant agreement.

34. Settlement of disputes

34.1. The parties shall make every effort to settle amicably any dispute, which may arise between them. Once a dispute has arisen, the parties shall notify each other in writing of their positions on the dispute and any solution, which they consider possible. If either party deems it useful, the Parties shall meet and try and settle the dispute. A party shall respond to a request for amicable settlement within 30 days of such a request. The maximum period laid down for reaching such a settlement shall be 120 days from the commencement of the procedure. Should the attempt to reach an amicable settlement fail or a party fail to respond in time to requests for a settlement, either party shall be free to proceed to the next stage of the dispute-settlement procedure by notifying the other.

34.2. Unless otherwise stated in the special conditions of the contract, any dispute or breach of contract arising under this contract which cannot be settled amicably, shall be finally settled by competent court in Contracting Authority's country in accordance with the laws of Contracting Authority's country.

CHARITABLE ORGANIZATION

«INTERNATIONAL CHARITABLE FUND SAVED»

Director of the Fund
 Anastasia KLIMINA

Annex 2: TO THE CONTRACT (AGREEMENT) ON THE PROVISION OF SERVICES

TECHNICAL ASSIGNMENT

1. Development of Educational Videos	● Duration: Up to 8 minutes per video. ● Stages: 5. Methodological review of texts, briefings, and collaboration with experts. 6. Filming using professional equipment, editing with modern software, and sound and color correction. 7. Adding graphic elements, animations, captions, and special effects to enhance visual appeal. 8. Incorporating two iterations of revisions. ● Number of videos: 15. ● Topics: Key aspects of the high school reform and integrated courses.
2. Uploading Materials to LMS	● Uploading developed videos, texts, and interactive materials to the LMS platform. ● Formatting content to meet the platform's technical requirements. ● Ensuring multilingual support for the course.
3. Working with Tests and Supplementary Materials	● Developing interactive tests with automatic grading functionality. ● Editing and proofreading texts for supplementary materials, such as workbooks, presentations, and teaching guides. ● Designing documents in PDF format with graphical elements for ease of use.
4. Technical Support	● Ensuring stable platform operation for 12 months post-launch, including regular system updates. ● Managing user accounts, resolving technical issues, and providing consultations.

Expected Deliverables

A complete online course with the following components:

- 15 professionally edited training videos.
- Test assignments to assess users' knowledge.
- Downloadable teaching materials in PDF format.
- A platform with adaptive design, supporting access from mobile devices, tablets, and PCs.
- Technical support for users for one year after the launch.
- Detailed usage statistics of the platform for future effectiveness analysis.

Technical Requirements for the Platform

4. Adaptability:

- Support for mobile devices, tablets, and PCs.
- Optimization for Chrome, Safari, Edge, and Firefox browsers.

5. Functionality:

- Global content search using keywords and filters.
- User registration and authentication system with password recovery options.
- Integration of multimedia materials with streaming capabilities.
- A module for tests and certificate downloads with unique QR codes.
- User account personalization (e.g., avatar, language selection).

6. Security:

- Protection of users' personal data in compliance with GDPR.
- Regular data backups.

CHARITABLE ORGANIZATION

«INTERNATIONAL CHARITABLE FUND SAVED»

04070, Kyiv, str. Naberezhno-Khreshchatytska, 9

EDRPOU code 44868434

IBAN: UA563052990000026005036804706

E-mail: savedschools@gmail.com

Director of the Fund

Anastasia KLIMINA