



**Fjelltopp**  
Technology with impact

SoftwareDataScience  
ResearchITConsulting  
PublicHealthTech

Re: **[Insert contract title here]**

We are enclosing the Agreement for Performance of Work between Fjelltopp Ltd and **[Insert name/company name here]** in the amount of **[Insert currency] [Insert amount] ([insert amount in words])**, for conducting the above-mentioned work. We also enclosed two attachment(s) referenced in the Agreement.

Kindly acknowledge your acceptance of this contract by returning the email with a copy of duly signed Agreement. For any technical questions relating to this Agreement, please contact the responsible technical officer, **[Insert technical officer name] [insert technical officer email]**.

Invoices must be sent via email to [accounts@fjelltopp.org](mailto:accounts@fjelltopp.org). Other than invoices and expenses requests, please do not send any other enquiry to this email address. You may contact the above responsible technical officer for enquiries. In order to ensure timely and accurate payment, invoices must include:

- Invoice number
- Invoice items broken down by deliverables as stated under the "Financial Arrangements" below;
- Invoice descriptions matching with the deliverables stated under the "Financial Arrangements" below;
- Invoice currency same as the currency in the "Declaration" below, also corresponding with the currency of the bank account provided to Fjelltopp;
- Supplier name as in this contract.

Invoices shall be clearly readable and stamps or any other additional markings should not obscure the original invoice content. Invoices shall not be handwritten.

On behalf of Fjelltopp, I would like to thank you for your collaboration.

Dr Jonathan S Berry  
Chief Operating Officer, Fjelltopp





## Declaration

Fjelltopp Ltd (of 40 Blackburn Rd, Padiham, Lancs, UK) hereby agrees to provide to:

[Insert name/company name here]

[Insert address here]

The maximum amount of:

[Insert currency] [Insert amount] ([insert amount in words]).

In respect of:

[Insert contract title here].

For the period financed by this agreement:

from [Insert contract start date] to [insert contract end date].

## Summary of work

The following work will be addressed under this agreement:

[Insert a summary of the work required]

## Financial Arrangements

Payments will be made as follows:

Deliverable	Due Date	%	Currency Amount
[e.g 1. Monthly time sheet for January]	31/1/2018	50%	5000



## Annexes

The following annexes form an integral part of this Agreement:

File Name	Brief description
[e.g. 180905_berry_tor.pdf]	[e.g. Terms of Reference for the performance of work]

The undersigned parties, having read the terms and General Conditions, hereby conclude the present Agreement and confirm their agreement and acceptance thereof.

### ON BEHALF OF FJELLTOPP

Responsible technical officer: [Insert responsible technical officer's name] [Title] [Email]

Approved and authorised by: [Insert Authoriser's Details]

Signature: [Insert Authoriser's Signature]

Date: [Insert date]

### CONTRACTOR

Signature:

Date:

Title and Full name:



## General conditions

**1. Relationship of the Parties.** It is understood that the execution of the work does not create any employer/employee relationship. In this respect, the contractor shall be solely responsible for the manner in which the work is carried out. Thus, Fjelltopp shall not be responsible for any loss, accident, damage or injury suffered by any person whatsoever arising in or out of the execution of this work, including travel. Insurance coverage for any such loss, accident, damage or injury will be the contractor's responsibility, including where appropriate, insurance coverage for persons used by the contractor to carry out the work.

**2. Rights.** All rights in the work, including ownership of the original work and copyright thereof, shall be vested in Fjelltopp, which reserves the right (a) to revise the work, (b) to use the work in a different way from that originally envisaged, or (c) not to publish or use the work.

**3. Payment and use of funds.** If the option, on the face of this agreement, for payment of a fixed sum applies, that sum is payable in the manner provided, subject to proper performance of the work. If the option for payment of a maximum amount applies:

(i) the funds shall be used exclusively for the work specified in this agreement and any unspent balance shall be refunded to Fjelltopp. In this latter case, any financial statement required shall reflect expenditures according to the relevant main categories of expenditure; and

(ii) to the extent the contractor is required to purchase any goods and/or services in connection with its performance of this agreement, the contractor shall ensure that such goods and/or services shall be procured in accordance with the principle of best value for money. "Best value for money" means the responsive offer that is the best combination of technical specifications, quality and price.

Upon receipt by Fjelltopp's Chief Technology Officer of required deliverables (including any required technical reports, financial statements and time-sheets), contractors must submit an invoice to Fjelltopp's Financial Manager in order to receive payment.

Unless otherwise explicitly stated in this contract, any agreed financial figure is inclusive of Value Added Tax, all other direct taxes, custom duties and the like. Fjelltopp shall have no responsibility whatsoever for any taxes, duties or other contributions payable by contractors. Payment of any taxes, duties and other contributions which a contractor may be required to pay shall be the sole responsibility of that contractor who shall not be entitled to any reimbursement thereof by Fjelltopp.

**4. Satisfactory performance.** If the work is not satisfactorily completed (and, where applicable, delivered) by the date fixed in this agreement and/or if any financial statement required is not satisfactorily submitted to Fjelltopp in accordance with general condition 5 below, Fjelltopp may specify an additional period within which this agreement must be satisfactorily performed. Normally such additional period should be of at least one week's duration, unless it is clear from the agreement that it was particularly important that the performance be completed on the date specified, in which case Fjelltopp may specify a shorter period or refuse to grant any additional period at all. In the event that the work is not satisfactorily completed and delivered on the date fixed, or any additional period granted by Fjelltopp and/or if any financial statement required is not satisfactorily submitted to Fjelltopp in accordance with general condition 5 below, Fjelltopp may immediately terminate this agreement (in addition to the other remedies), in accordance with



general condition 13 below (without being held to grant the contractor an additional period of thirty (30) days to perform, complete and deliver the work).

**5. Completion and delivery.** The contractor shall complete and deliver the work to Fjelltopp (including any technical report that may be required) by the date fixed in this agreement or any additional period that may be granted by Fjelltopp under general condition 4 above. Any financial statement required shall be submitted within thirty (30) days thereafter at the latest. If the payment schedule on the face of this agreement provides for a final payment upon completion of the work, this final payment shall be made only after satisfactory receipt of all deliverables called for under this agreement, including any technical report and financial statement.

**6. Certification of status of individual contractors.** Each Individual Contractor certifies that he/she does not presently, and will not during the term of this agreement, hold any form of contractual relationship with Fjelltopp that confers upon the Individual Contractor the status of a Fjelltopp employee. The Individual Contractor understands that a false statement may result in the cancellation of any or all contracts, and/or the withdrawal of any offer of a contract, with Fjelltopp.

**7. Research involving human participants.** If and to the extent the work to be performed under this agreement includes surveys or interviews involving human participants (hereinafter referred to as "research"), the following shall apply:

**7.1 Ethical Aspects** It is the responsibility of the contractor to safeguard the rights and welfare of human subjects involved in research performed under this agreement, in accordance with the appropriate national code of ethics or legislation, if any, and in the absence thereof, the Helsinki Declaration and any subsequent amendments. Prior to commencing any such research, the contractor shall ensure that (a) the rights and welfare of the subjects involved in the research are adequately protected, (b) freely given informed consent has been obtained for all participants, (c) the balance between risk and potential benefits involved has been assessed and deemed acceptable by a panel of independent experts appointed by the contractor, and (d) any special national requirements have been met.

**7.2 Regulatory Requirements** It is the responsibility of the contractor to comply with the relevant national regulations pertaining to research involving human subjects.

**7.3 Protection of Subjects** Without prejudice to obligations under applicable laws, the contractor shall make appropriate arrangements to eliminate or mitigate any negative consequences to subjects or their families resulting from the conduct of the research under this agreement. Such arrangements shall to the extent feasible include appropriate counselling, medical treatment and financial relief. The contractor furthermore undertakes to protect the confidentiality of the information relating to the possible identification of subjects involved in the research.

**8. Compliance with Fjelltopp Policies.** By entering into this agreement, the contractor acknowledges that it has read, and hereby accepts and agrees to comply with, the Fjelltopp Policies (as defined below). In connection with the foregoing:

- Company Contractors shall take appropriate measures to prevent and respond to any violations of the standards of conduct, as described in the Fjelltopp Policies, by their employees and any other persons engaged by them to perform the work under the agreement; and



- Individual Contractors shall not engage in any conduct that would constitute a violation of the standards of conduct, as described in the Fjelltopp Policies.

Without limiting the foregoing, the contractor shall promptly report to Fjelltopp in accordance with the terms of the applicable Fjelltopp Policies, any actual or suspected violations of any Fjelltopp Policies of which the contractor becomes aware. For purposes of this agreement, the term "Fjelltopp Policies" means collectively:

- Fjelltopp policy on Diversity and Equality
- Fjelltopp policy on Security and Data Management
- Fjelltopp policy on Expenses Reimbursement

All Fjelltopp Policies are publicly available via the following link: <http://fjelltopp.org/members>.

**9. Zero tolerance for sexual exploitation and abuse.** Fjelltopp has zero tolerance towards sexual exploitation and abuse. For this reason Fjelltopp has adopted the World Health Organisation (WHO) Policy on *Sexual Exploitation and Abuse Prevention and Response*, as of the 12<sup>th</sup> October 2019. In this regard, and without limiting any other provisions contained herein:

- each Company Contractor warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response by any of its employees and any other persons engaged by it to perform the work under the agreement; and (ii) promptly report to Fjelltopp and respond to, in accordance with the terms of the aforementioned WHO Policy, any actual or suspected violations of the Policy of which the Company Contractor becomes aware; and
- each Individual Contractor warrants that he/she will: (i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response; and (ii) promptly report to Fjelltopp, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the Individual Contractor becomes aware.

The WHO Policy on Sexual Exploitation and Abuse Prevention and Response, as adopted by Fjelltopp, is available publicly via the following link: <http://fjelltopp.org/members>.

**10. Tobacco/Arms Related Disclosure Statement.** The contractor hereby declares that they have never, nor shall (for the duration of this contract) hold any relationships with the Tobacco and/or arms industry.

**11. Anti-terrorism and UN sanctions; Fraud and Corruption.** The contractor warrants for the entire duration of the agreement that:

(i) it is not and will not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it will not make any payment or provide any other support to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity;

(ii) it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the agreement; and



(iii) the contractor shall take all necessary precautions to prevent the financing of terrorism and/or any illegal corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the agreement.

Any payments used by the contractor for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to Fjelltopp without delay.

**12. Breach of essential terms.** The contractor acknowledges and agrees that each of the provisions of general conditions 8, 9, 10 and 11 above constitutes an essential term of this agreement, and that in case of breach of any of these provisions, Fjelltopp may, in its sole discretion, decide to:

(i) terminate this agreement, and/or any other contract concluded by Fjelltopp with the contractor, immediately upon written notice to the contractor, without any liability for termination charges or any other liability of any kind; and/or

(ii) exclude the contractor from participating in any ongoing or future tenders and/or entering into any future contractual or collaborative relationships with Fjelltopp.

Fjelltopp shall be entitled to report any violation of such provisions to Fjelltopp's clients and/or donors.

**13. Termination.** Fjelltopp may terminate this agreement or any part thereof with immediate effect (in addition to any other rights or remedies to which Fjelltopp may be entitled, including the right to claim damages), on written notice to the contractor if the contractor is:

(i) in breach of any material obligation(s) under this agreement and, to the extent such breach is capable of being remedied, fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from Fjelltopp; or

(ii) adjudicated bankrupt or formally seeks relief of its financial obligations.

**14. Use of Fjelltopp name and emblem.** Without Fjelltopp's prior written approval, the contractor shall not, in any statement or material of an advertising or promotional nature, refer to this agreement or the contractor's relationship with Fjelltopp, or otherwise use the name (or any abbreviation thereof) and/or emblem of Fjelltopp or any of Fjelltopp's clients.

**15. Publication of agreement.** Subject to considerations of confidentiality, Fjelltopp may acknowledge the existence of this agreement to the public and publish and/or otherwise publicly disclose the contractor's name and for Company Contractors, the country of incorporation, general information with respect to the work described herein and the agreement's value. Such disclosure shall be consistent with the terms of this agreement.

**16. Audit.** Fjelltopp may request a financial and operational review or audit of the work performed by Company Contractors under this agreement, to be conducted by Fjelltopp and/or parties authorized by Fjelltopp, and the Company Contractor undertakes to facilitate such review or audit. This review or audit may be carried out at any time during the implementation of the work performed under this agreement, or within five years of completion of the work. In order to facilitate such financial and operational review or audit, the Company Contractor shall keep accurate and systematic accounts and records in respect of the work performed under this agreement.



The Company Contractor shall make available, without restriction, to Fjelltopp and/or parties authorized by Fjelltopp:

- (i) the Company Contractor's books, records and systems (including all relevant financial and operational information) relating to this agreement; and
- (ii) reasonable access to the Company Contractor's premises and personnel. The Company Contractor shall provide satisfactory explanations to all queries arising in connection with the aforementioned audit and access rights.

Fjelltopp may request the Company Contractor to provide complementary information about the work performed under this agreement that is reasonably available, including the findings and results of an audit (internal or external) conducted by the Company Contractor and related to the work performed under this agreement.

**17. Surviving provisions.** Those provisions of this agreement that are intended by their nature to survive its expiration or earlier termination shall continue to apply.

**18. Settlement of disputes.** Any matter relating to the interpretation or application of this agreement which is not covered by its terms shall be resolved by reference to UK law. Any dispute relating to the interpretation or application of this agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the Rules of Arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

**19. Privileges and immunities.** Nothing contained in or relating to this agreement shall be deemed to constitute a waiver of any of the privileges and immunities enjoyed by Fjelltopp and/or as submitting Fjelltopp to any national court jurisdiction.