**Annex E: Special Terms and Conditions for F2F Fundraising Activities**

1. **The relationship between the Contractor and UNHCR**
   1. The Contractor undertakes the Marketing Campaign as an independent business.
   2. The Parties acknowledge that nothing in this Agreement constitutes a relationship of employment, joint venture, agency, partnership or franchise between UNHCR and the Contractor or any Field Representatives.
   3. Neither Party shall have, nor hold itself out as having, any right, power or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other Party, except as expressly provided in this Agreement.
2. **Obligations of UNHCR**
   1. **Necessary information, material and training**UNHCR agrees (at its own cost) to:
      1. Provide to the Contractor or the person nominated by the Contractor with the information, documents, material and assistance reasonably necessary to enable the Marketing Campaign to be provided including but not limited to:
         1. Sales and Promotional Materials;
         2. Donor Forms in hard copies;
         3. Education and training as reasonably required by the Contractor;
         4. Materials for Field Representatives (e.g. Uniforms with UNHCR logos); and
         5. Marketing Campaign materials (such as booths, exhibit materials, banners and etc.) to use at Sites;
      2. provide the Contractor with the appropriate information required for the production of any additional promotional material to carry out the Marketing Campaign;
      3. provide the Contractor with fourteen (14) days prior notice of alterations to the materials provided by UNHCR under this Agreement that may affect the Marketing Campaign including amendments to its marketing and advertising strategies.
   2. **Nature of information, material and training:**
      1. UNHCR agrees that all information documentation provided pursuant to clause 2.1:
         1. shall be provided in time for the conduct of the first Marketing Campaign after execution of this Agreement and any amended, revised or updated information or documentation shall be provided immediately when it becomes available so as to enable the Marketing Campaign to be carried out by the Contractor;
         2. shall be provided in sufficient volume and with sufficient content as reasonably requested by the Contractor to enable the Marketing Campaign to be carried out.
      2. The Parties agree that the Sales and Promotional Materials to be distributed for the purpose of, or shown to the public during, the Marketing Campaign shall be determined by UNHCR in consultation with the Contractor
   3. **Site Fees and Costs**
      1. In order to avoid paying Site fees, UNHCR shall assist in securing Site locations free of charge for the Marketing Campaign, where possible.
      2. In the event that it is not possible to secure a Site free of charge for the conduct of the Marketing Campaign, UNHCR may accept, at its own discretion, to contribute financially to the booking of Site locations, in which case UNHCR shall provide the Contractor with a maximum budget to be used for the booking of Sites for the Marketing Campaign. Prior to making a reservation or booking of the Site, the Contractor shall consult UNHCR and present, within the limit of the budget available, a schedule and fees for UNHCR’s prior written approval. UNHCR shall revert within five (5) Working Days from receipt of the Contractor’s proposed schedule.
      3. If a recruitment Site not already used by the Contractor is obtained by virtue of an exclusive UNHCR corporate partnership, the Contractor agrees not to provide a Marketing Campaign to recruit monthly Donors to other fundraising clients at that location, unless otherwise agreed by UNHCR on a case-by-case basis or unless the Contractor can evidence that the same Site has been secured independently by another fundraising client through a similar corporate partnership.
      4. UNHCR and the Contractor shall coordinate the Location for outsourced and in-house face-to-face fundraising programs.
3. **Obligations of the Contractor**
   1. **Recruitment Levels**
      1. The Contractor shall take all reasonable steps to recruit the volume of new Donors as agreed in writing with UNHCR each month.
      2. The Contractor shall notify UNHCR at the earliest possible stage if the volume of newly recruited Donors is expected to vary by more than 20% from the volume agreed among the Parties.
   2. **Reporting and Necessary Information and Material to be provided to UNHCR**  
      The Contractor shall provide, at its own cost:
      1. Identification badges for the Field Representatives;
      2. Donor Check Lists in the form agreed among the Parties;
      3. The list of Location Sites in which the Marketing Campaign shall be undertaken with one week prior notice at a minimum;
      4. A daily report to be delivered at such frequency and in such form as described in Reporting Guidelines hereto;
      5. A monthly sales report to be delivered at such frequency and in such form as described in Reporting Guidelines hereto;
      6. Location report to be delivered at such frequency and in such form as described in Reporting Guidelines hereto;
      7. Monthly meeting minutes to be delivered at such frequency and in such form as described in Reporting Guidelines hereto;
      8. inventory report to be delivered at such frequency and in such form as described in Reporting Guidelines hereto;
      9. a weekly report of any complaints received by the Contractor (including those referred from UNHCR), as well as the action taken in response to the complaints, and the outcome of such action;
      10. a weekly report containing the names and badge number and total number of Field Representatives recruited by the Contractor to perform the Marketing Campaign to be delivered at such frequency and in such form as described in Reporting Guidelines hereto; and
      11. An organization chart with the personnel directory when it gets updated.
   3. **Quality control and minimization of risk**  
      The Contractor shall ensure that the following measures are in place to minimize the risk of fraudulent and other improper behaviour by the Field Representatives, including:
      1. Potential Field Representatives undergo a background and reference check before being recruited by the Contractor;
      2. The Contractor has an anti-fraud policy that is widely driven home to Field Representatives during training;
      3. All Field Representatives are closely supervised by Team Leaders at each location;
      4. Each Donor Form has a unique serial number and is strictly controlled by the Contractor ensuring that all Donor Forms are accounted for at all times;
      5. The Contractor agrees to appoint a professional “mystery shopping” company herein referred to as “Informed Sources” to carry out anonymous “mystery shopping” at all Sites at least twice a year, ideally at every six months. The Contractor shall provide a copy of all mystery shopping reports submitted by Informed Sources to UNHCR on a monthly basis;
      6. The Contractor shall train Field Representatives not to mislead Donors into believing their gift is to last a finite number of months;
      7. The Contractor shall train Field Representatives who mislead Donors into believing their gift is to last a finite number of months;
      8. The Contractor shall require Donors to tick a box (with or on the Donor Form) confirming that their gift is to continue in an open-ended manner; and
      9. The Contractor shall verify 100% of all Donor Forms which have been rejected by UNHCR Administrator for ‘Duplication’.
   4. **Conduct and obligations of Field Representatives**
      1. The Contractor shall undertake to make sure that the Field Representatives do not:
         1. engage in misleading and deceptive conduct;
         2. contravene any applicable laws or regulations relating to the carrying out of the Marketing Campaign;
         3. commit any act which may materially adversely affect UNHCR’s interests or which may bring UNHCR name into disrepute; and if such an act does occur UNHCR shall have the right to re-negotiate or terminate this Agreement with immediate effect;
         4. use any marketing material other than the Sales and Promotional Material;
         5. represent that they are UNHCR, or are authorised to act on behalf of UNHCR, except as set out in this Agreement; and
         6. The Contractor shall ensure that the agreed procedures are followed by the Field Representatives when canvassing new Donors at their place of business or their residence.
      2. Any breach of any provision listed above under clause 3.4.1. may lead to termination of the appointment of the concerned Field Representative by the Contractor and/or termination of the entire Agreement by UNHCR.
   5. **No cash Pledges**  
      The Contactor agrees that neither they nor the Field Representatives solicit, procure, or accept cash Pledges or any other donations except pursuant to a properly completed Donor Form. The Contractor shall be fully responsible and liable to UNHCR for the actions of the Field Representatives and shall fully indemnify UNHCR for any loss, damages or liability arising out of any default by the Field Representatives.
   6. **Donor Refund**  
      When the Donor requests a refund due to his or her dissatisfaction with the donation result caused by the Contractor’s mishandling of the donor application process at the campaign site and/or the donor data entry process in which the Contractor’s responsibility and liability for such mishandling are proved, the Contractor shall provide a refund. The mishandling of the donor application process and the donor data entry process includes, but not limited to, the Field Representative’s failure to reflect the Donor’s requests or miswriting of the details on the Pledge Form, misleading remarks to the Donor, and the Contractor’s failure to register correct information on data base according to the Pledge Form and UNHCR’s instructions.
4. **Submission of Donor Forms**
   1. The Contractor shall take all reasonable steps to ensure that the Donors complete and sign the Donor Forms.
   2. The Contractor shall use all reasonable endeavors to ensure that all Donor Forms are duly completed and accurate. In order to do so, the Contractor shall perform initial checks to ensure that the details and data entries of Donor Forms are complete and shall, as necessary, return the incomplete Donor Forms to the Field Representatives and/or make initial verification calls to the Donors concerned.
   3. Subject to any privacy requirements (as specified in Clause 8 below), the Contractor shall:
      1. enter data of Donor Forms and upload onto UNHCR Database within maximum three (3) working days of the receipt of the Donor Form;
      2. notify UNHCR on the completion of data upload onto the UNHCR Database by 5:00 pm daily via e-mail;
      3. After completion of data upload onto the UNHCR Database, the Contractor shall send original Donor Forms to UNHCR via courier service on a weekly basis;
      4. After carrying out the obligations under 4.3.(a) and 4.3.(b) above, the Contractor shall perform a Welcome Call for each Donor recruited by the Contractor within maximum three (3) Working Days after the bank enrolment process is done. If the Donor cannot be reached when called for the first time, the Contractor will make two further attempts to contact the Donor over the subsequent one (1) Working Day after the first calling attempt. If the Donor cannot be reached when called for the third time, the Contractor shall send SMS to the donor;
      5. Actions to be undertaken under 4.3.(a), (b), (c) and (d) above shall be performed in respect of a Donor Form within five (5) Working Days from the signing thereof by the Donor. During a Road Trip as may be agreed in writing from time to time between the Parties, the Contractor will use their best endeavors to perform these actions within five (5) Working Days, in the understanding that it may take longer due to the length or distance of the Road Trip;
      6. The Contractor is responsible to ensure that the data in its database is accurate and complete. In the event where there are any data entry errors, the Contractor shall be responsible to fix the data base at its own cost as described under 4.2 above.
      7. The Contractor is responsible to ensure that the quality of welcome call meets the expectation of UNHCR and fulfills the requirements of high-quality calls in which it would be polite, professional, understanding, and timely; the Contractor shall be cooperative and supportive of assisting UNHCR in monitoring and screening the quality of welcome calls.
      8. Scan Donor Forms and upload onto UNHCR Database according to guideline from the Korea Financial Telecommunications & Clearings Institute (KFTC).
5. **Fees**
   1. **Calculation of Fees**
      1. UNHCR shall pay the Contractor the Fees as agreed and specified in Schedule of Payments and Claw-back Fees.
      2. It is agreed among the Parties that no fee shall be paid in respect of Donor Forms terminated or cancelled by Donor before UNHCR Administrator is able to verify and enter the relevant Donor data details onto their database and where no successful first debit has been received.
   2. **Invoicing**  
      With reference to Schedule of Payments, the Contractor shall issue a monthly invoice to UNHCR for Fees payable, showing the amount of Fees payable and the number of Approved Donor Forms for the previous Working Month.
6. **Warranties**
   1. Warranties by UNHCR  
        
      UNHCR warrants to the Contractor, as at the date of execution of this Agreement and at all times during the term of this Agreement, that:
      1. UNHCR is a subsidiary organ to the United Nations, and its regional and local offices have full legal rights, powers, and/or authority to perform its activities in the Territory;
      2. UNHCR has obtained all permits, licenses and/or consents required under its articles of association and prevailing laws and regulations to perform its activities, and to execute and deliver this Agreement;
      3. the execution, delivery and performance of and compliance with this Agreement does not conflict with, or constitute a breach of default under any contract, agreement, instrument, order, statute, rule or regulation applicable to UNHCR;
      4. any intellectual property of UNHCR used in the Sales and Promotional Materials does not infringe the rights of any person and there is no claim in relation thereto;
      5. all Sales and Promotional Materials, information or documents provided by UNHCR to the Contractor or Field Representatives for the purpose of the Marketing Campaign shall be accurate and not wilfully misleading or deceptive.
   2. Warranties by the Contractor  
      Without prejudice to the warranties provided by the Contractor to UNHCR under UNHCR General Conditions for the Provision of Services, including clauses 6, 21, 25, 26, 27 and 28 thereof, the Contractor warrants to UNHCR, as at the date of execution of this Agreement and at all times during the term of this Agreement, that:
      1. the Contractor is a company organised and established under the laws of the Territory and has full legal rights, powers, and/or authority to perform business in the Territory;
      2. the Contractor is not insolvent, applying for a moratorium or stay of payment obligations, or other similar proceedings;
      3. the Contractor has obtained all permits, licenses and/or consents required under its articles of association and prevailing laws and regulations to perform its business activities, and to execute and deliver this Agreement, including the execution of Marketing Campaign;
      4. the execution, delivery and performance of and compliance with this Agreement does not conflict with, or constitute a breach of default under any contract, agreement, instrument, order, statute, rule or regulation applicable to the Contractor;
      5. any intellectual property of the Contractor used to perform the Marketing Campaign does not infringe the rights of any person and there is no claim in relation thereto;
      6. all material, information or documents provided by the Contractor to UNHCR (such as, *inter alia*, the reports to be provided by the Contractor to UNHCR under this Agreement as listed under section 3.2 above) under, and for the purpose of this Agreement shall be accurate and not misleading or deceptive;
      7. the Contractor represents and warrants to UNHCR that neither the Contractor nor any of its Affiliates engages in the design, manufacture, sale or distribution of armaments;
      8. neither the Contractor nor any of its Affiliates violates sanctions established by the United Nations Security Council;
      9. neither the Contractor nor any of its Affiliates is involved in the growing of tobacco or the manufacture of tobacco-related products; and
      10. the Contractor acknowledges and agrees that a breach of any provision of this clause 6.2 is a breach of an essential term of this Agreement, entitling UNHCR to terminate the same with immediate effect by written notice to the Contractor.
7. **Confidentiality**
   1. **Customer Database**  
        
      Subject to any privacy requirement (as specified in Clause 8), UNHCR agrees, for internal purposes, that:
      1. The Contractor may record the information detailed in clause 7.3.(a) to (h) (**Donor Details**) into a database maintained by the Contractor pursuant to clause 4 above.
      2. The Contractor may use Donor Details for the provision of the Services pursuant to this Agreement, preparation of submissions to government departments and regulatory bodies, preparation of financial statements, auditing and review of transactions. In such cases the Contractor is required to obtain formal approval from UNHCR.
      3. The Contractor may retain, maintain and make copies of such Donor Details for a period of seven (7) months after the Agreement has been terminated in order to reconcile clawbacks detailed in Claw-back Fees hereto.
   2. **The Contractor agrees that:**
      1. the Contractor shall not disclose any Donor Details to a third party except as permitted by Article 13 of UNHCR General Conditions for the Provision of Services or unless otherwise permitted under this Agreement;
      2. the Contractor shall acquire no legal or beneficial title or ownership in Donor Details; and
      3. the Contractor shall not use the Donor Details uploaded onto the UNHCR Database pursuant to clause 4.3 above for any other purpose other than stated in this Agreement.
      4. the Contractor shall take necessary measures to protect Confidential Information in accordance with the Personal Information Protection Act (PIPA; gae-in-jung-bo-bo-ho-bup;개인정보보호법)
      5. the Contractor shall bear legal and financial responsibility for incompliance or breach of protecting Confidential Information.
   3. **Return of Confidential Material**  
      Unless otherwise agreed between the Parties, each Party must return to the other Party or destroy (as directed by the other Party) all Confidential Information to the other Party immediately upon demand or upon termination of this Agreement. After this event, the Parties may only retain agreed portions of the Confidential Information for accounting purposes. This information shall include, but not be limited to:
      1. Donor Form Serial Numbers;
      2. Donor Surnames;
      3. Donor First Names;
      4. Daytime Contact Numbers;
      5. Sign Up Dates;
      6. Direct Debit Start Dates;
      7. Rejection Dates; and
      8. Rejection Type and Reason.
   4. **Publicity**  
      In accordance with clause 12 of UNHCR General Conditions for the Provision of Services, no Party shall make an announcement concerning the terms of this Agreement except with the agreement of the other Party
   5. **Use of UNHCR Database:**  
      The Contractor will use its best endeavor to use UNHCR Database in a secured way and agrees to:
      1. Designate staff to have access to UNHCR Database;
      2. Maintain a list of designated users for UNHCR Database, update and notify UNHCR if any changes occur in status of users;
      3. Access and use UNHCR Database in its premises where stand-alone workstations with authorized access to UNHCR Databases are; and
      4. Provide access log for its server upon UNHCR’s request.
8. **Privacy**
   1. Each Party agrees to take all reasonable steps (including any reasonable steps requested by the other Party) to enable the other Party to comply with its privacy obligations including not using or disclosing any personal information collected by means of Donor Forms or otherwise pursuant to this Agreement without the written consent of the individual to whom the personal information relates.
   2. In addition, the Contractor shall also ensure that:
      1. all Donor Forms have a unique serial number;
      2. all Donor Forms are assigned to individual Field Representatives daily and are all submitted back to the Contractor daily;
      3. no copies of Donor Forms are kept by the Field Representatives; and
      4. Field Representatives do not capture Donor details by any means other than on UNHCR Donor Forms with a unique serial number.
9. **Reputation**
   1. Neither Party shall do any act that may harm the reputation of the other Party and shall take all reasonable steps to ensure that their officers, employees and Field Representatives do not do any act that may harm the reputation of the other Party.
   2. Any breach of this provision by the Contractor shall entitle UNHCR to terminate this Agreement with immediate effect by written notice to the Contractor.
   3. Any breach of this provision by UNHCR shall entitle the Contractor to terminate this Agreement with immediate effect by written notice to UNHCR.
10. **Complaints**
    1. Any complaints made to UNHCR concerning the Marketing Campaign shall be referred within one (1) Working Day to the nominated officer of the Contractor (the “**Complaints Officer”**). The Contractor shall deal with the complaint and revert to UNHCR on the action taken within one (1) Working Day. If the case requires more time, the Contractor shall notify UNHCR within one (1) Working Day and shall endeavour to complete the action to be taken within five (5) Working Days.
    2. The Complaints Officer shall refer within one (1) Working Day to an officer of UNHCR any complaints made concerning UNHCR to the Contractor by members of the public.
    3. The Complaints Officer shall keep a register of the details of all:
       1. complainants;
       2. complaints;
       3. any action taken as a result of the complaint; and
       4. the outcome of such action.
    4. The Complaints Officer shall report on outcomes of complaints in a weekly summary customer service report to be emailed to UNHCR as per 3.2.(i) above.
11. **Termination and Effects of Termination**  
    Upon termination or expiry of this Agreement:
    1. Contractor shall take all reasonable steps to ensure that all written or printed materials (including original Donor Forms) then in possession or control of the Contractor, on which any trademark of UNHCR is printed or recorded, is destroyed, or returned to UNHCR at the sole discretion of UNHCR;
    2. Contractor shall cease to use trademarks of UNHCR;
    3. Contractor shall ensure that all UNHCR branded items used by Field Representatives and their respective offices shall be returned upon termination of this Agreement or upon termination of the Field Representatives’ Independent Contractor Agreements (i.e. ID Badges, Uniforms and etc.); the Contractor shall also ensure that all UNHCR branded items are returned by Field Representatives who no longer provide fundraising service for UNHCR but still retain their contract with the Contractor;
    4. Contractor shall continue to pay all monies owed for the duration of the clawback period as detailed in Schedule of Payments and Claw-back Fees; and
    5. in the event of termination of this Agreement, UNHCR shall pay all outstanding invoices and any other amounts owing to the Contractor as soon as possible in respect of all Accepted Donor Forms, including those approved after expiry of the relevant notice period.
12. **Accrued rights and liabilities**  
    Termination of this Agreement shall not affect accrued rights and obligations including the right of the Contractor to be paid the Fees for Accepted Donor Forms submitted before or within fourteen (14) calendar days after the effective date of termination.
13. The Contractor hereby irrevocably assigns to UNHCR all right, title and interest in and to all work product and documentation produced pursuant to UNHCR’s requests for Services hereunder including, without limitation, all applicable intellectual property rights thereto.
14. **Non-solicitation**
    1. The Parties agree that for the term of this Agreement, neither Party shall directly or indirectly, recruit or solicit for employment:
       1. any Contractor personnel (including the Field Representatives and other Contractor’s independent contractors as notified to UNHCR) assigned to UNHCR currently; and
       2. any UNHCR personnel in contact with the Contractor in connection with its performance of the Services; it being understood that the Contractor is further obligated in this respect by its undertakings in the UN Supplier Code of Conduct.
    2. Neither Party shall be restricted from hiring or otherwise engaging any personnel of the other Party who responds to regular employment solicitation efforts, including newspaper advertisements, employment agencies, open house, open job or job fair events, or widely distributed announcements of job openings including those posted on a Party’s internet website.