

Electronics Watch Offer to Crown Commercial Service

Date: 30 August 2024

From:

Stichting Electronics Watch Foundation

REDACTED TEXT under FOIA Section 40, Personal Information

To:

Crown Commercial Service

REDACTED TEXT under FOIA Section 40, Personal Information

Offer

Electronics Watch offers Crown Commercial Service (CCS) affiliation to Electronics Watch at an annual cost of £80,000. This cost represents a negotiated value between the introductory rate paid by CCS upon affiliation, the current dues rate according to Band C of the affiliation dues schedule, and the estimated rate under the (yet to be adopted) new dues schedule. The combined average annual spend on the electronics hardware framework(s) specified under 'Coverage' below, is reported to be approximately **REDACTED TEXT under FOIA Section 43 Commercial Interests**. The term of this agreement, which replaces the previous one, shall commence on 7 November 2024 and expire on 6 November 2025. There is a 12-month option to extend the agreement, subject to the approval of the CCS. Dues are payable within 30 days of this offer being accepted and on the same date each following year. Discontinuing affiliation is possible with six months' notice in writing (email or post).

As of September 2024, the following products are included in the scope of monitoring:

- Desktop computers, portable computers, work stations, tablets, and thin clients.
- Display screens and monitors.
- Input peripherals, including mouse, keyboard, and headsets.
- Scanners, printers, copiers, and combination units.
- Enterprise ICT including switches, routers, high performance computing (HPC), servers and storage systems.
- Smart phones and IP telephones.

Coverage

This agreement covers CCS for products purchased on the following contract and/or framework agreements:

- Technology Products & Associated Services 2 (TePAS2), RM6098

The products and services provided to affiliates, specified hereafter under Terms and conditions, are only available to CCS for products purchased on the aforementioned contracts and/or framework agreements.

Terms and conditions

When accepting this offer, Electronics Watch and CCS agree to the following terms and conditions, organised by area.

Profile and governance

1. CCS will be listed as an affiliate to Electronics Watch at www.electronicswatch.org.
2. CCS will become a member of the Electronics Watch Advisory Group, which has the power to elect public sector buyers to the Board of Trustees. A representative of CCS is eligible to be nominated and elected to the Electronics Watch Board of Trustees.

Strategic support

3. Electronics Watch will support CCS in achieving the following goals:
 - a. Demonstrable compliance with the Modern Slavery Act and measurable improvements in socially responsible public procurement of ICT hardware products;
 - b. Increased transparency in the electronics supply chains of products procured;
 - c. Strengthened supplier engagement on human rights due diligence;
 - d. Remediation of violations identified through monitoring;
 - e. Visible leadership in responsible public procurement, setting a positive example in the UK and beyond.

Monitoring and remediation

4. Electronics Watch will carry out the following activities towards achieving the goals stated in Section 3:
 - a. Ongoing risk screening and investigations through its network of monitoring partners in major electronics production regions, using both in-person and remote monitoring methods. Electronics Watch monitors will be alerted to the factories and products of particular focus for CCS.
 - b. Remediation activities based on multiple data sources and methodologies. The remediation process includes ongoing engagement with multiple brands and an industry association. It does not preclude direct engagement between CCS and its contractors.

Deliverables and commitments

5. Electronics Watch provides affiliates with the following:
 - a. Risk assessments concerning in-scope product categories and products on factory, or country level.
 - b. Tools that facilitate socially responsible public procurement and guidance on their implementation.
 - c. Regular updates on monitoring and remediation activities and other aspects of its work.
 - d. Information about opportunities to learn and engage.
 - e. Platforms for collaboration with other affiliates, monitoring partners, industry actors and workers' representatives (e.g., webinars and events).
 - f. Access to the intranet.
6. CCS will:
 - a. Appoint a liaison to serve as the primary point of contact with Electronics Watch.
 - b. Annually provide Electronics Watch with an updated ICT hardware spend and, upon request, details about the calculation. This figure must include all spend on the covered contracts and frameworks for in-scope products.
 - c. Annually provide Electronics Watch with an updated list of the top 10 ICT hardware products it procures (by volume) on each of the contracts and frameworks covered

on this agreement. This data will inform monitoring site selection and facilitate factory disclosure requests.

- d. When appropriate and to the extent possible, incorporate the Electronics Watch Contract Conditions or equivalent clauses (e.g., about factory disclosures, cooperation with monitors, and the remediation of rights violations) in the contracts and frameworks covered by this agreement.
- e. Keep Electronics Watch informed about upcoming ICT hardware tenders covered by this agreement to enable its ability to provide timely support.
- f. Engage contractors with the aims of (i) obtaining and providing Electronics Watch with a list of the factories that assemble the ICT hardware products provided under Section 6(c) and make their main components; (ii) strengthening human rights and environmental due diligence; and, (iii) remediating rights violations in CCS' supply chains.

Intellectual property and publication

7. Intellectual Property. Nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party.
9. Background Intellectual Property. Each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.
10. Independently Developed Intellectual Property. Any Intellectual Property developed solely by a party under this agreement without the participation of the other party is and will remain the sole and exclusive property of the developing party.
11. Jointly Developed Intellectual Property. In the event that the parties agree to jointly develop Intellectual Property, the parties shall engage in good faith negotiations to establish their respective rights and enter into a separate written agreement.
12. Publication. In order to protect the safety of workers, whistle-blowers, and monitoring partners, and to ensure confidentiality of sensitive or proprietary corporate data to which Electronics Watch may have access to under non-disclosure agreements, CCS will not publish, forward or share confidential Electronics Watch reports, nor other materials intended for exclusive use by affiliates, with anyone outside of their organisation without the prior written authorisation of Electronics Watch.

Additional clauses

13. The parties consent to the exclusive jurisdiction and governing law of the UK.
14. Electronics Watch has an inflation adjustment mechanism that reviews the need to adjust affiliate dues every two years. It is calculated by taking an average of the annual inflation rates in each country, as reported by the OECD, where Electronics Watch has affiliates during the preceding two-year period. Affiliates are notified as soon as the inflation adjustment has been calculated (in Q1 of the following year), if it has been deemed necessary.
15. Electronics Watch shall inform CCS of any other changes to the dues structure 60 days prior to when the changes will take effect. Otherwise, the current dues shall remain in effect.
 - a. In the event of changes of dues, CCS is entitled to disaffiliate extraordinarily within two weeks of being notified of the change through a written notice of disaffiliation (by email). In this case, disaffiliation would apply on the day before the new dues take effect. CCS would maintain the benefits of affiliation throughout remainder of the period covered by its previous dues payment, if the latter has already been made in full.
 - b. The right to ordinary disaffiliation, with six months notice, remains unaffected by this extraordinary circumstance.

16. Liabilities for financial loss within this contract are limited to the value of three times the annual contract value as per the dues schedule in effect. Liability can be claimed for up to one year after termination of contract. This clause limits liability upon both parties.
17. Notices may be given electronically or physically (to addresses stated above) and are deemed to have occurred when received. Changes to notice details shall take a minimum of 10 days' to come into effect.

Acceptance

On behalf CCS, I accept this Offer and affiliate to Electronics Watch.

Signature: **REDACTED TEXT under FOIA Section 40, Personal Information**

Name: **REDACTED TEXT under FOIA Section 40, Personal Information**

Job title, organisation: **REDACTED TEXT under FOIA Section 40, Personal Information**

Date: 25/11/24

On behalf Electronic Watch, I welcome CCS as affiliate to Electronics Watch under the terms described in this Offer.

Signature: **REDACTED TEXT under FOIA Section 40, Personal Information**

Name: **REDACTED TEXT under FOIA Section 40, Personal Information**

Job title, organisation: **REDACTED TEXT under FOIA Section 40, Personal Information**

Date: 7 November 2024

