

Electronics Watch Offer to Crown Commercial Service

Date: 12 May 2022

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 affiliation to Electronics Watch at an annual cost of £50,000 tax-free. 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 via email.

When accepting this offer:

1. Crown Commercial Service will be listed as an affiliate to Electronics Watch at www.electronicswatch.org.
2. Electronics Watch will support Crown Commercial Service 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;
 - d. Visible leadership in responsible public procurement, setting a positive example in the UK and beyond.
3. Electronics Watch will carry out monitoring and remediation activities to achieve the goals stated in Section 2, focusing on high risk products under the RM6068 Technology Products & Associated Services agreement and the RM3808 Network Services 2

framework agreement. The following specifies the scope of monitoring and remediation activities:

- a. Ongoing risk screening through the Electronics Watch network of monitoring partners in major electronics manufacturing regions, using both in-person and remote monitoring methods. Electronics Watch monitors will be alerted to the factories and products of particular focus for Crown Commercial Service.
 - b. Ongoing investigations and remediation activities based on multiple data sources and methodologies. The remediation process includes ongoing engagement with multiple brands.
4. Electronics Watch will provide the following deliverables:
 - a. Regional Risk Assessments and a risk assessment tool for China, India, Indonesia, the Philippines, Taiwan, Vietnam, and other regions of production.
 - b. Investigations of major assembly factories and component suppliers, including tiers two and three.
 - c. A succinct action guide to inform Crown Commercial Service engagement with suppliers based on investigations.
 - d. Communications about Electronics Watch achievements (e.g., Impact Statements, the Annual Report) following each calendar year.
5. Electronics Watch will provide Crown Commercial Service with the following resources and services beyond monitoring activities:
 - a. The Public Buyer Toolkit, including the Electronics Watch Contract Conditions and implementation tools, and advice on tendering procedures and contract management.
 - b. Platforms for collaboration with other affiliates, monitoring partners, and ICT companies to address core systemic industry issues.
 - c. Webinar series on current issues within the electronics industry and regarding socially responsible public procurement with expert presenters.
 - d. Free registration at the Annual Electronics Watch conference, an opportunity for affiliates to network with each other, engage face to face with Electronics Watch monitors, and present their own work.
6. Crown Commercial Service will:
 - a. Appoint a liaison to serve as the primary point of contact with Electronics Watch.
 - b. Provide Electronics Watch with up to date lists of the selected ICT hardware products procured by Crown Commercial Service or through Crown Commercial Service framework agreements.
 - c. When Crown Commercial Service determines it is appropriate, incorporate the Electronics Watch Contract Conditions or equivalent clauses in applicable ICT hardware framework agreements and other contracts.
 - d. Engage contractors with the aims of (i) obtaining and providing Electronics Watch with a list of the factories that make the ICT hardware products provided under

- Section 6(b); (ii) strengthening human rights and environmental due diligence; and, (iii) remediating rights violations in Crown Commercial Service supply chains.
7. Crown Commercial Service becomes 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 Crown Commercial Service is eligible to be nominated and elected to the Electronics Watch Board of Trustees.

Intellectual Property and Publication

8. 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, Crown Commercial Service will not publish, forward or share Electronics Watch reports and other materials 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 shall inform Crown Commercial Service of any proposed changes in dues no less than 60 days' prior to the expiry of the discontinuation notice period—otherwise previous fees remain in effect. The dues in GBP in this agreement are based on €60,000 and an exchange rate of approximately 0,84 GBP to 1 EUR. If the exchange rate changes by 5% or more the parties agree to make the appropriate adjustment in fees at the time of annual renewal.
15. 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.
16. 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 Crown Commercial Service, I accept this Offer and affiliate to Electronics Watch.

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

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

Position **REDACTED TEXT under FOIA Section 40, Personal Information**

Date 07/11/2022

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

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

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

Position **REDACTED TEXT under FOIA Section 40, Personal Information**

Date November 3, 2022

