

**TENDER NOTICE**

**FOR THE PROVISION OF**

**Research on African Grey Parrot consumer identification, profile,  
motivation and behaviour insights**

**FOR THE**

**TRAFFIC PROJECT “DEMAND REDUCTION AND BEHAVIOUR CHANGE ALONG CHINA’S PARROT SUPPLY  
CHAINS”**

**deadline for submission: Tuesday 20<sup>th</sup> December 2022**

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# 1. Background

## 1.1. Background on TRAFFIC

TRAFFIC is a leading non-governmental organisation working globally on trade in wild animals and plants in the context of both biodiversity conservation and sustainable development. Our team of staff around the world carry out research, investigations and analysis to compile the evidence we use to catalyse action by governments, businesses and individuals, in collaboration with a wide range of partners, to help ensure that wildlife trade is not a threat to the conservation of nature. Unsustainable consumer demand for wildlife products is a leading cause for the threats facing many species across the world. TRAFFIC has been at the forefront of innovation within the field of Social and Behavioural Change (SBC) Initiatives, running various projects with relevant stakeholders targeting specific consumers of a variety of threatened wildlife. TRAFFIC uses the SBC approach that includes market and consumer research to guide campaign design.

TRAFFIC has been working in China since 1996, the China project office was established in 2001, and registered as the TRAFFIC China in December 2019, with the scope of business: conducting research related to wildlife trade, providing relevant technical support, capacity building training, carrying out multi-party exchanges and publicity and education activities.

TRAFFIC China focuses on two main fields: 1. efforts to reduce wildlife crime and illegal wildlife trade, i.e. to provide support to the Chinese government in combating illegal wildlife trade through information sharing and capacity building for law enforcement personnel; 2. efforts to increase the benefits of sustainable and legal wildlife trade, that is, for species that are legally traded, especially wood and medicinal plants. TRAFFIC actively promotes sustainable collection and use to support the establishment of sustainable trade systems.

In addition, TRAFFIC works with companies to reduce the risk of their involvement in illegal wildlife trade and to raise public awareness of wildlife conservation to reduce the demand for illegal wildlife products among target groups.

## 1.2. Background on the project

This project aims to reduce threats to African Grey Parrots (AGP) and other endangered African parrots in Cameroon and the Democratic Republic of the Congo (DRC) and tackle high demand in China. Activities will integrate innovative social and behaviour change (SBC) approaches to reduce Chinese consumer demand for these parrots as pets, with corporate engagement and behaviour change targeting Chinese nationals in Cameroon and DRC who are potentially involved in the poaching and trafficking of the target parrots.

The project will reach 50% of targeted high-risk consumers of AGP and other endangered African parrots in China, who will benefit from targeted SBC messaging, tailored to drivers of demand. This will change their purchasing intentions, reducing their intention to buy endangered parrots by at least 30%, and shift them towards sustainable choices and alternatives, whether an experience such as birdwatching, or for those committed to buying parrots, to legal species with no conservation risk (such as budgerigar, widely bred in captivity in China), a change which we also aim to sustain long-term.

## 2. Information on the Tender

### 2.1. Contractual conditions

This tender invites the provision of services for **TRAFFIC China** (Company No: +86 010 68321353) (hereinafter referred to as “TRAFFIC”)

Contractual agreement with the contractor, including the rights and obligations of the contractor, payment provision, acceptance of deliverables, performance of the contract, confidentiality, and checks and audits will be made with TRAFFIC.

### 2.2. Taxes

The costs in the financial offer should be inclusive of all taxes that the consultant is liable for in their country of registration. All rates indicated in the financial offer should be fully loaded, including taxes.

### 2.3. Incidental expenditure

Incidental expenditure incurred by the Contractor and, if applicable, approved by TRAFFIC in advance shall be reimbursed in full.

### 2.4. Structure and content of the tender

Tenders must be presented as follows:

- I. Identification of the contractor (to be submitted by the contractor using the form provided in Template 1, submitted as a PDF).  
The tender must include a cover letter signed by an authorised representative presenting the name of the contractor and the name of the single contact point (leader) in relation to this tender if different.
- II. Contractor Background: organisation capacity and experience (to be submitted by the tenderer using Template 2, submitted as a PDF).
- III. CVs for the key personnel identified to deliver the Scope of Work (to be annexed with Template 2, submitted as a PDF)
- IV. Contractor Statement of Delivery (to be submitted by the contractor using Template 3, submitted as a PDF).
- V. Financial Offer and Budget (to be submitted by the contractor using Template 4, in two copies: one in PDF and one in its original MS Excel format).

### 2.5. Duration of the tender

The Scope of Work should be completed within four (4) months of the signature of the contract. The execution of the tasks may not start before the contract has been signed by both parties.

### 2.6. Place of work

The place of performance of the tasks shall be the contractor’s premises or any other place indicated in the tender.

## 2.7.Period during which tenders are binding

Tenderers are bound by their tenders for sixty (60) days after the deadline for submitting tenders or until they have been notified of non-award.

## 3. Tender Selection

### 3.1.Evaluation and Selection

The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points. The contract will be awarded based on a 'best price-quality ratio' method, as described below.

<b>EVALUATION CRITERIA</b>	<b>SCORE</b>
Capacity & Experience ( <b>Template 2</b> ):	(25-40)
Relevant capacity and experience	10-15
Demonstration of effective delivery	10-15
Ability to understand and work with the two languages listed in the Scope of Work	5-10
Contractor Statement of Delivery ( <b>Template 3</b> ):	(40-60)
Demonstrate understanding of the Scope of Work	20-30
Process description for delivery of the Scope of Work as detailed in Annex 1	20-30
Eligibility to receive DEFRA-IWTFCF funding	Yes/No
<b>Max. TOTAL</b>	<b>100</b>

All tenders that obtain a score of 75 or higher will be deemed to be technically sufficient and considered on an economically advantageous offer. The price of the tender offer will be divided by the total number of points awarded to obtain the price-quality ratio. The award of the contract will be made in accordance with the lowest ratio.

TRAFFIC reserves the right not to select any tender if the amounts tendered exceed the budget envisaged for this contract or if the contractor or key personnel are found not to be eligible to receive DEFRA-IWTFCF funding.

### 3.2.Notification of Decision

<b>PROCESS</b>	<b>TIMEFRAME</b>
Deadline for requesting clarification from TRAFFIC	2 <sup>nd</sup> Dec 2022
TRAFFIC to issue Q&As online at <a href="https://www.traffic.org/about-us/careers/">https://www.traffic.org/about-us/careers/</a>	6 <sup>th</sup> Dec 2022
<b>Deadline for receipt</b> of tender by TRAFFIC	20 <sup>th</sup> Dec 2022
Completion of evaluation of tenders	30 <sup>th</sup> Dec 2022
Notification of award with contract prepared from TRAFFIC	4 <sup>th</sup> Jan 2023
Contract signature	11 <sup>th</sup> Jan 2023
Expected start date	12 Jan 2023

## 4. Tender Submission

### 4.1. Checklist for Submission

Omission of documents from the submission pack may lead to exclusion of the tender. TRAFFIC reserves the right to request further information from tenderers.

DOCUMENT	INCLUDED
Identification of the Contractor (Template 1)	
Contractor Background (Template 2)	
CVs of key personnel	
Contractor Statement of Delivery (Template 3)	
Financial Offer and Budget (Template 4)	
Pre-award Survey for US Government funding (Template 5)	

### 4.2. Submission Process

Tenders should be marked “**AGP Project Tender – Research on African Grey Parrot consumer identification, profile, motivation and behaviour insights**” and submitted to TRAFFIC’s Project Administration Officer via e-mail to: [traffic.china@traffic.org](mailto:traffic.china@traffic.org)

**To be received on 20<sup>th</sup> Dec 2022 from posting of the Tender Notice and before, 17.00 afternoon Beijing Time (BJT).**

For information or queries regarding the tender contact: Yuqi Yang, SBC Project Support Manager, TRAFFIC China

Email: [yuqi.yang@traffic.org](mailto:yuqi.yang@traffic.org)

## Annex 1: Scope of Work

TRAFFIC is seeking a Contractor to carry out a research to probe underlying drivers for the consumption of African Grey Parrot and other endangered African parrots in China, and to identify specific target audience segments, behaviour insights, messages and messengers. While participatory, a combination of qualitative and quantitative method is expected, offerors may also propose alternative or complementary methodologies, such as direct observation or other combinations of methods as they see fit. The outcomes of the research will feed directly into Social and Behavioural Change (SBC) programming and subsequent activities. The scope of work is expected to cover these areas:

- i. Primary qualitative research through **in-depth expert interviews**. Expert interviews are recommended to take place first. The in-depth expert interviews are requested to develop an objective and holistic representation of the AGP and other endangered African parrots' consumption in China. It will assist with providing access to the target audience segments and develop the quantitative research (i.e. the quantitative survey questionnaire). The interviews could be carried out (but not limited to) through face-to-face meetings and/or virtual meetings.
- ii. Quantitative research through a **questionnaire survey of at least 1000 equivalent** valid responses. The quantitative research is requested to be designed based on the qualitative research and available resources about the trade, market, and laws and regulations of AGP and other endangered African parrots relevant to China. Research can be conducted to several key cities instead of all over China if solid evidence and/or convincing sample site selection process can be provided. The sampling is required to be unbiased. The most recent [CHINA POPULATION STATISTICS YEARBOOK](#) needs to be used to justify the sample structure. Boosting may be acceptable with convincing reasons and supporting documents. Methods and survey design should build upon historical studies of wildlife trade and consumption.
- iii. **Analysis and interpretation of results** in the form of a Final Report in both English and Chinese, including complete data sets in an open and shareable format, and any other supporting documents relevant to the research: To build profiles of consumers and segmentations; behavior maps; priority knowledge gaps; influential factors and relevant messages that can engage and resonate, trusted messengers/platforms; exploration and identification of desired alternative behavior and levers to change (e.g. health, business/economic benefits, social norms, legal risks, long-term sustainability). The PPTs in both Chinese and English are required for the final report, while organizations providing additional word contents would be preferred.

The applicant shall outline a proposed research design, sampling strategy, data collection modality, data collection methods, data management, data analysis, and reporting, that will address the following research questions and provide an extensive understanding of AGP and other endangered African parrots' consumption in China, including:

- What are the main groups/profiles of the consumers? Can they be further divided into sub-segments and based on what criteria?
- What is the prevalence of AGP and other endangered African Parrots purchase?

- What are the socio-demographic, psychographic (i.e. motivations, barriers, triggers, desire) characteristics of the consumers?
- What species & which life stage are most popularly prescribed/sold? Where do they source these from?
- What are the most important factors influencing their behaviour?
- What are the awareness, knowledge, and understanding of the zoonotic disease risks related to exotic pets? How does the zoonotic disease risks influence consumption?
- What are their reasons, awareness and attitudes towards legislative provisions, penalties, animal welfare, biodiversity conservation, and other deterrents restricting or prohibiting the consumption?
- Are they aware of alternatives to such products? What is their attitude towards such alternatives?
- What are the behaviour characteristics (i.e. keeping other exotic pets, fan of pet cafes, impulsive consumption) and their professionalism on taking care of the species?
- Where do they get their information from / keep up to date with the latest news? What are the most effective channels to reach them? Who are their trusted messengers?
- Who/what are their influences, particularly those who may dissuade or de-incentivize use? Who/what will make them stop prescribing and selling medicines incorporating threatened and protected species?
- What messages would resonate with them?
- Are they aware of the laws associated with possessing and trading in such products?

Applicants will have a minimum of 5 years’ experience in consumer research in China with a proven excellent track record. The successful applicant will be responsible for preparing and submitting the specified deliverables.

### 1. Resourcing and responsibility

Both TRAFFIC and the Contractor agree to provide access to appropriate, quality manpower and resourcing as well as access to information necessary to successfully achieve the objectives and deliverables of the project. Both parties are responsible for the appointment and management of its own respective personnel who will operate under the supervision of project management representatives from both organisations, unless otherwise agreed and documented below. All personnel should be appropriately qualified, competent and sufficiently experienced to carry out the agreed Services within this Scope of Work.

Responsibilities	
Contractor Responsibilities	Contractor to manage the project, including but not restricted to: <ul style="list-style-type: none"> <li>• project plan</li> <li>• coordinate regular meetings and discussions to provide update on the ongoing tasks and any preliminary findings</li> <li>• prepare research plan, data collection plan and forms for review and comments</li> <li>• budget</li> <li>• timeliness</li> <li>• delivery of outputs specified in the scope of work</li> <li>• quality control and assurance</li> </ul>
TRAFFIC Responsibilities	TRAFFIC to provide: <ul style="list-style-type: none"> <li>• Background information</li> </ul>

	<ul style="list-style-type: none"> <li>• Review and feedback on outputs, including the research plan, data collection plan, data collection forms, questionnaires and preliminary findings</li> <li>• Final sign-off on completed outputs</li> </ul>
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## 2. Deliverables and Timeframe

The requirements for the delivery of the Scope of Work are detailed in Table A.1 and reflected in ‘Template 4 Financial Offer and Budget’. Changes to the estimated timeframes and costs should be accompanied by a justification.

Table A.1: Requirements for delivery of Scope of Work

Bid Item No. (A)	Service (B)	Duration (timeframe) (C)	Estimated costs of work (CNY) (D)	TOTAL (E)
1.0	Preparation of Research Plan, including research methodology, sample strategy, data collection modality, data collection methods, data management plan and data analysis plan.	2-3 weeks	CNY 480,000 to deliver all outputs in column B <sup>1</sup>	CNY 480,000 to deliver all outputs in column B <sup>1</sup>
2.0	Data Collection Plan, including survey agenda, data collection plan, data collection location and timeline.			
3.0	Data Collection Forms (in English and Mandarin), including informed consent forms, interview guides, and draft questionnaires that can be adjusted based on interview findings.			
4.0	Data Collection Phase I, including interviews and/or other data collection methods that the Contractor deems fit, and other associated logistical arrangements, Preliminary findings based on the interview, and adaptive questionnaire for Data Collection Phase II.	2-4 weeks		
5.0	Data Collection Phase II, including questionnaire survey and/or other data collection methods that the Contractor deems fit, and other associated logistical arrangements.	2-4 weeks		

<b>6.0</b>	<b>Initial data analysis, including summary data tables, matrix for further analysis, and key points for review.</b>	2 weeks		
<b>7.0</b>	<b>Further data analysis, including data tables and key findings for review.</b>	2-3 weeks		
<b>8.0</b>	<b>Submission of draft Report, including complete data sets in an open and shareable format, and any other supporting documents relevant to the research.</b>	3 weeks		
<b>9.0</b>	<b>Submission of final Report, including complete data sets in an open and shareable format, and any other supporting documents relevant to the research.</b>	4 weeks		
<b>10.0</b>	<b>Presentation of key findings of the research to TRAFFIC, implementing partners and other audience.</b>	End of project		
<b>11.0</b>	<b>Project Management (planning, support and delivery for duration of the project)</b>	Throughout		

<sup>1</sup> Final costs for all deliverables to be confirmed by Contractor

## Annex 2: Draft Contract Template

日期 DATE:

姓名 NAME:

地址: 北京市 西城区 西直门外大街 18 号 金贸大厦 A 座 2020, 邮编 100044

ADDRESS: A-2020, 18 Xizhimenwai Street, Xicheng District, Beijing, China 100044

尊敬的（姓名）:

Dear:

### 顾问/服务合同

### Consultancy/Service Provision - Contract

项目名称 **PROJECT TITLE:**

项目编码 **PROJECT CODE:**

合同编号 **CONTRACT NUMBER:**

我方很荣幸为贵方提供本合同，以便委托贵方向国际野生生物贸易研究组织（TRAFFIC）提供关于快递物流中查没的活体动物的处理建议的技术咨询服务。

We are pleased to offer you a contract to work with TRAFFIC to implement: **ACTIVITY**

在本合同期间，贵方将报告给：\_\_\_\_\_，国际野生生物贸易研究组织（TRAFFIC）

During this contract you will be reporting to: \_\_\_\_\_, TRAFFIC

在本合同中，贵方被称为“受托方”，其他可能提供分包服务的供应商被称为“次级受托方”。

For the purposes of this contract you are referred to as the ‘contractor’ and other service providers that may be sub-contracted are referred to as ‘sub-contractors’.

以下条款和条件将适用于本合同：

The following Terms and Conditions will apply to this contract:

#### 1. 合同方及其授权代理人 Parties involved and Persons designated to act on behalf of Parties

受托方名称 Contractor’s Legal Name:

注册地址 Legal Address:

联系人姓名 Contact Person Name/Title:

电子邮件 Email:

联系地址 Contact Address:

国际野生生物贸易研究组织（TRAFFIC）

姓名 Name:

职位 Title:

电子邮件 Email:

国际野生生物贸易研究组织（TRAFFIC）的项目编码 TRAFFIC Project Code:

双方之间的所有通信应包含指定的国际野生生物贸易研究组织（TRAFFIC）项目编码。

**All correspondence between parties should include the designated TRAFFIC Project Code.**

## 2. 委托范围和预算 Project Activity and Budget

附件一和附件二概述了本合同的详细委托范围和预算。

Detailed **Terms of Reference** and **Budget** for this contract are outlined in **Annex I and Annex II**.

## 3. 合同期限 Term

本合同期限为\_。关于合同期限的任何变更需事先与项目经理书面达成一致，若实施过程中出现任何可预见的延迟，受托方应立即通知项目经理。

This contract covers the period. Any changes to the term will be agreed in advance with the Project Manager in writing. If any delays on implementation are foreseen the contractor should notify the Project Manager immediately.

## 4. 报告和可交付成果 Reports and Deliverables

受托方同意交付:

The contractor agrees to deliver:

(1) 根据要求向项目经理报告最新进展。

Internal progress updates to the Project Manager when requested.

(2) **附件一委托范围**中所约定的所有可交付成果。

All deliverables as agreed in **Annex I Terms of Reference**.

(3) 根据项目经理的要求，提交财务支出报告。

Report on expenditure of finances, if requested by the Project Manager.

## 5. 支付条款 Payment Provisions

国际野生生物贸易研究组织（TRAFFIC）基于本合同支付给受托方的报酬和费用，依照国家税收法律法规的规定，由国际野生生物贸易研究组织（TRAFFIC）代扣代缴相

关税款。任何在中国境外（包括香港特别行政区、澳门特别行政区、台湾地区）应付的营业税由受托方自行承担。

The fee payable by TRAFFIC is inclusive of any sales taxes that may be chargeable by the consultant. Any liability for sales taxes payable outside of China (including Hong Kong Special Administrative Region, Macao Special Administrative Region, Taiwan region) rests with the consultant.

次级受托方的费用由受托方承担，并应在约定的预算范围内支付（附件二）。

Sub-contractors fees are the responsibility of the contractor and are to be paid from within the agreed budget (**Annex II**).

### 付款安排 **Schedule of Payment:**

(1) 国际野生生物贸易研究组织（TRAFFIC）在收到受托方已签署的本合同副本和已签署的付款申请或开具的等额发票后支付人民币\_\_\_\_\_元整。

Upon receipt of a signed copy of this contract and a signed invoice: pay CNY\_\_\_\_\_

(2) 当附件一中列出的所有委托事项完成，并且项目经理认可交付成果，同时国际野生生物贸易研究组织（TRAFFIC）收到受托方已签署的付款申请或开具的等额发票后，支付剩余款项人民币元\_\_\_\_\_（金额）。

Remaining payment of CNY\_\_\_\_\_ will be made on completion of all activities in Annex I; on acceptance of deliverables by the Project Manager; and on receipt of a signed invoice at TRAFFIC.

付款申请或等额发票应按合同中明确约定的货币类型出具。

The invoice should be raised in the currency of the contract which should be clearly stated.

付款申请应注明日期，并具有唯一的编号和详细的国际野生生物贸易研究组织（TRAFFIC）项目编码、活动名称、联系方式、收费的项目数量和单价，以及应付总额。付款申请应寄至：

The invoice should also be dated, have a unique invoice number and detail the TRAFFIC project code, title of activity, contact details, number of units charged, unit rate, total amount payable. The invoice should be addressed to:

中国北京市西城区西直门外大街 18 号

No.18 Xizhimen Wai Street, Xicheng District Beijing, China 100044

金贸大厦 A2020

Room 2020, Plaza A, Finance Fortune Tower

国际野生生物贸易研究组织（英国）北京代表处

TRAFFIC China

电话 TEL: +8610 68321353

### 6. 资金转账方式 **Transfer of Funds**

付款将通过（国际）银行转账进行。

Payments will be made using (international) bank transfer.

收款人姓名 Beneficiary Name :

账户名称 Name of Account:

银行名称 Name of Bank:

分行 Branch:

分行地址 Branch Address:

银行帐号 Bank Account number:

银行代码 Sort Code:

**所有费用都需要提供正式发票（包括登机牌）。**

**Receipts (including flights boarding passes) are required for all expenses.**

受托方和任何次级受托方应遵循物有所值的原则，以实现保护受益最大化的目的。所有支出均应合理，经批准并做文字记录，同时符合确定的预算。受托方和任何次级受托方应负责任地使用资金并以可持续性原则采购服务或商品。

The contractor and any sub-contractors should operate on value-for-money principles under this contract and should aim to maximise conservation gains. All expenditure should be reasonable, approved and documented, as identified in the budget. The contractor and any sub-contractors are expected to use funds responsibly and source services/goods that operate under sustainability principles.

在本合同下应当尽量减少航空旅行，并且仅允许购买经济舱票（航空/陆地/海洋）。本合同涉及的任何航空旅行的预算中都应包括适当的二氧化碳排放抵消费用。

Air travel should be minimised and only economy (air/land/sea) fares are allowed under this contract. Any air travel under this contract should include appropriate CO2 emission offsetting costs in the travel budget.

根据国际野生生物贸易研究组织（TRAFFIC）和捐助方的财务政策，资金转账取决于捐助方的资金转账和/或国际野生生物贸易研究组织（TRAFFIC）对发票记载费用合规性的审核。

Transfer of funds is contingent upon transfer of funds from the donor and/or an administrative check by TRAFFIC on the eligibility of the invoiced costs under TRAFFIC's and donor's financial policies.

## 7. 知识产权 Intellectual Property

除非另有约定，国际野生生物贸易研究组织（TRAFFIC）是包括照片在内的所有信息和材料的固有著作者人。与国际野生生物贸易研究组织（TRAFFIC）签订合同的任何自然人或法人在合同期内可能代表国际野生生物贸易研究组织（TRAFFIC）制作、收集、

审核和/或分析的数据和文档，不论此类数据和文档是否已公开发布。对于所有的细节和信息，除非获得国际野生生物贸易研究组织（TRAFFIC）同意，受托方和次级受托方必须保密。保密责任永久有效，不会在与国际野生生物贸易研究组织（TRAFFIC）的合同终止后失效。受托方应承诺，即使在参与国际野生生物贸易研究组织（TRAFFIC）的工作结束后，未经国际野生生物贸易研究组织（TRAFFIC）执行理事（Executive Director）的特别批准，不得发布此类数据。

Unless otherwise negotiated, TRAFFIC is the inherent copyright owner of information and materials, including photographs, that any individual or legal entity on contract to TRAFFIC may have produced, gathered, reviewed and/or analysed on behalf of TRAFFIC and in TRAFFIC-contracted time, irrespective of whether or not such data and documentation have been published. All details and information must be kept confidential by the contractor and sub-contractors unless agreement has been reached with TRAFFIC. These obligations are permanent and will not lapse upon cessation of the contract with TRAFFIC. The contractor shall undertake, even after their engagement with TRAFFIC is finished, not to publish such data without the specific approval of the Executive Director, TRAFFIC.

## 8. 数据保护 Data protection

在收集，存储和传输个人数据方面，国际野生生物贸易研究组织（TRAFFIC）及其受托方必须始终遵守欧盟的《通用数据保护条例》、英国的《2018年数据保护法》和中国的《中华人民共和国数据安全法》。

TRAFFIC International and its contractors must at all times be compliant with the European Union's *General Data Protection Regulation* and the UK's *Data Protection Act 2018*, and China's *The Data Security Law of the People's Republic of China* in regard to the collection, storage and transmitting of personal data.

根据《通用数据保护条例》和英国《2018年数据保护法》，特别考虑到数据处理目的、可以处理的数据类型、数据的接收者以及国家之间的数据传输，如果合同要求受托方处理个人数据，受托方仅能在数据管理者的监督下采取行动。受托方应确保采取适当的技术和组织措施以保护数据免遭未经授权的访问、更改、披露或损毁。在本合同履行期间和终止之后，任何个人数据无论在任何时间遭到泄露，受托方都有义务通知国际野生生物贸易研究组织（TRAFFIC）。

Where the contract requires the processing of personal data by the contractor, the contractor must act only under the supervision of the data controller, in particular with regard to the purposes of processing, the categories of which data may be processed, the recipients of the data and the transfer of data between countries in accordance with the *General Data Protection Regulations 2018* and *UK Data Protection Act 2018*. The Contractor shall ensure that appropriate technical and organisation measures are adopted to safeguard data from unauthorised access, alteration, disclosure, or destruction. The Contractor is obliged to notify TRAFFIC if any personal data has at any time been compromised, during and upon cessation of this contract.

相对地，国际野生生物贸易研究组织（TRAFFIC）尊重其受托方的隐私权。依照适用的法律、税务和会计要求，国际野生生物贸易研究组织（TRAFFIC）保留本合同中包含的个人信息。国际野生生物贸易研究组织（TRAFFIC）的完整隐私权声明可在其网站

www.traffic.org 上获得，也可以从提供的联系方式中获得。贵方个人信息的数据管理者是国际野生生物贸易研究组织（TRAFFIC）。如果贵方对国际野生生物贸易研究组织（TRAFFIC）使用贵方的个人信息有任何疑问或疑虑，请通过以下详细方式联系国际野生生物贸易研究组织（TRAFFIC）：[privacy@traffic.org](mailto:privacy@traffic.org)。

In turn, TRAFFIC International respects its contractors' right to privacy. TRAFFIC International retains personal information contained in this contract to comply with applicable legal, tax or accounting requirements. TRAFFIC's full privacy notice is available on its website [www.traffic.org](http://www.traffic.org) or can be obtained from the contact details provided. The data controller of your personal information is TRAFFIC International. If you have any questions or concerns about TRAFFIC's use of your personal information, please contact TRAFFIC using the following details: [privacy@traffic.org](mailto:privacy@traffic.org).

#### 9. 标志的传播和使用 Communications and use of logos

未经事先书面许可，受托方无权使用国际野生生物贸易研究组织（TRAFFIC）的标志。

The contractor is not authorised to use the logo of TRAFFIC without prior written permission.

#### 10. 身份 Status

本合同不构成与国际野生生物贸易研究组织（TRAFFIC）的雇佣关系。国际野生生物贸易研究组织（TRAFFIC）不承担受托方、次级受托方或与本合同有关的第三方造成的任何索赔、损失、损害或责任。贵方需要获得工作许可或从事指定工作所需的其他文件，并遵守国家和国际法律，包含缴纳社会保险等在内的直接和间接的税金。

This contract does not constitute employment by TRAFFIC. TRAFFIC accepts no claims, losses, damages, or liabilities incurred by the contractor, sub-contractors or third parties in connection with this contract. You are required to acquire work permits or other documents necessary to undertake the work as specified, and to comply with national and international laws, including payment of direct and indirect taxes including National Insurance contributions.

在执行本合同时，受托方和次级受托方不是国际野生生物贸易研究组织（TRAFFIC）的代表、代理人或合作伙伴，无权约束国际野生生物贸易研究组织（TRAFFIC）。受托方仅是国际野生生物贸易研究组织（TRAFFIC）的受托方。次级受托方是受托方的受托方，而不是国际野生生物贸易研究组织（TRAFFIC）的受托方。受托方负责与次级受托方有关的所有问题。

Whilst implementing this contract the contractor and sub-contractors are not representatives, agents or partners of TRAFFIC, and have no authority to bind TRAFFIC. The contractor is a contractor of TRAFFIC only. The sub-contractors are contractors of the contractor and not of TRAFFIC. The contractor is responsible for all issues relating to its sub-contractors.

#### 11. 责任 Liability

所有出行和现场工作均由受托方自行承担风险。本合同下涉及受托方在所在国或运营所在地之外的出行，受托方必须确认参与提供服务的人员身体健康且适合出行。受托方必须为本合同下参与提供服务的人员的出行安排及医疗和责任保险提供资金支持。

All travel and fieldwork are undertaken at the contractor's personal risk. For travel outside of the contractor's home country or base of operations the contractor must confirm that persons involved in providing services under this contract are in good health and fit to travel. The contractor is required to find and fund its own travel arrangements, medical and liability insurance for any person involved in providing services under this contract.

## 12. 赔偿 Indemnification

除了由国际野生生物贸易研究组织（TRAFFIC）的过失所造成的索赔、损失、损害或其他责任外，受托方应赔偿国际野生生物贸易研究组织（TRAFFIC）及其管理人员、董事、雇员和代理人于本合同相关产生的任何索赔、损失、损害和其他责任（包括合理的律师费和其他费用）。

The contractor hereby indemnifies TRAFFIC, together with its officers, directors, employees, and agents, against any claims, losses, damages, and other liabilities (including reasonable attorney's fees and other expenses), arising in connection with this contract, except to the extent the claim, loss, damage, or other liability is due to the fault of TRAFFIC.

## 13. 仲裁 Arbitration

(1) 双方同意真诚遵守本合同下彼此的义务，并尽量以对保护事业的损害最小的方式解决双方之间发生的任何争议。

Both parties agree to abide by their obligations to each other under this agreement in good faith, and to attempt to resolve any disputes that arise between them in a manner that minimizes any damage to the cause of conservation.

(2) 双方应努力就因本合同引起的或与本合同有关的任何争议进行协商解决，而这种努力应包括将争议升级至双方合适的高级代表层面。

The Parties shall attempt to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

(3) 如果争议未能在第一次书面通知收到之后 60 个自然日内得到友好解决，则该争议应提交仲裁。

In the event that a dispute cannot be settled amicably within 60 calendar days from reception of the first written notice of a dispute, the dispute shall be referred to arbitration.

(4) TRAFFIC 与受托方应将有关争议提交中国国际经济贸易仲裁委员会，按照当时有效的仲裁规则仲裁。仲裁裁决是终局的，并在法律允许的范围内对国际野生生物贸易研究组织（TRAFFIC）和受托方具有约束力。仲裁语言应为中文，仲裁地点为北京。国际野生生物贸易研究组织（TRAFFIC）和受托方应承担自己的仲裁费用，包括代理费用和证据费用。

TRAFFIC and the contractor shall submit any dispute to China International Economic and Trade Arbitration Commission under the valid arbitration rules. Any opinion entered as a final judgement will be final and binding on both TRAFFIC and the contractor to the extent permitted by law. The language of arbitration will be Chinese and the site the arbitration will be Beijing, China. TRAFFIC and the contractor shall bear their own arbitration costs including the cost of representation and availing evidence.

#### 14. 适用法律 Controlling Law

本合同适用于中国法律。

This agreement is governed by the laws of the People's Republic of China.

#### 15. 完整协议/修改 Entire Agreement/Modification

本合同的每个附件，包括所有引用的附件，并入并成为本合同的一部分，构成双方就本合同事项达成的完整合同。对本合同的所有修改必须以书面形式进行，并由受托方和国际野生生物贸易研究组织（TRAFFIC）指定的代表人员签署。

This contract, including all referenced Annexes, each of which is incorporated herein and made a part hereof, represents the entire contract between the parties on this subject matter. All modifications to this contract must be in writing and signed by persons designated to act on behalf of the contractor and TRAFFIC.

#### 16. 终止 Termination

任何时候，国际野生生物贸易研究组织（TRAFFIC）一旦确定受托方未遵守本合同的任何条款，则可立即全部或部分终止本合同并以书面形式通知受托方。该通知自收到后生效。

For Cause. If TRAFFIC shall determine at any time that the contractor has failed to comply with any term of this contract, TRAFFIC may thereupon terminate the contract, in whole or in part, by giving written notice to the contractor. Such notice shall become effective upon receipt.

为方便起见，任一合同方都可随时以书面形式通知对方终止本合同。该通知自收到之日起三十（30）天后生效。

For Convenience. For its convenience, either party may terminate this contract at any time by giving written notice to the other. Such notice shall become effective thirty (30) days after its receipt.

在终止通知生效后，国际野生生物贸易研究组织（TRAFFIC）没有义务支付受托方任何费用。受托方自终止通知生效之日起，应停止工作并采取一切合理措施保存和保护迄今为止的所有工作成果，并遵从国际野生生物贸易研究组织（TRAFFIC）对其处置的指示。合同终止后，受托方应立即向国际野生生物贸易研究组织（TRAFFIC）提交最终技术报告、最终财务报告，并退还任何未使用的项目资金。

TRAFFIC shall not be obligated to pay for any expenses incurred by the contractor after the effective date of any notice of termination. Upon its effective date, the contractor shall stop work and take all reasonable steps to preserve and protect all work product produced to date and comply with instructions from TRAFFIC as to the disposition thereof. Upon termination, the contractor shall promptly submit to TRAFFIC a final technical report, a final financial report, and return any unexpended project funds.

17. 附件清单 List of Annexes

附件一 委托范围

ANNEX I TERMS OF REFERENCE

附件二 预算

ANNEX II BUDGET

附件三 标准条款

ANNEX III STANDARD TERMS

附件四 反贿赂政策

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如果贵方认为本协议的条款和条件可以接受，请在下面的适当位置签名以确认。  
If you find the terms and conditions of this Agreement to be acceptable, please confirm your acceptance by signing in the appropriate space below.

此致

Yours sincerely,

授权代表人签名 Representative signature:

职位 Position:

日期 Date :

国际野生生物贸易研究组织（英国）北京代表处

TRAFFIC China

本方确认接受上述和本合同附件中的条款和条件。

I, the undersigned, for and on behalf of **NAME OF CONTRACTOR** acknowledge acceptance of the terms and conditions set out above and in the annexes attached to this Agreement.

授权代表人签名 Representative signature:

职位 Position:

日期 Date :

公司名称 Contractor Name:

附件 ANNEX

附件一 委托范围

ANNEX I TERMS OF REFERENCE

附件二 预算

ANNEX II BUDGET

附件三 标准条款（已附上）

ANNEX III STANDARD TERMS (attached)

附件四 反贿赂政策（已附上）

ANNEXE IV ANTI-BRIBERY POLICY (attached)

附件三

## 国际野生生物贸易研究组织（TRAFFIC）标准条款

### TRAFFIC's Standard Terms

下列义务构成本协议的组成部分，以补充与捐助方达成的协议中规定的任何其他义务。如果本附件同与捐助方达成的协议中的规定发生冲突，则以与捐助方达成的协议中的规定为准。

The following obligations shall form an integral part of the Agreement, supplementing any further obligations as stipulated in the Agreement with the donor. In the event of any conflict between this Annex III and the provisions in the Agreement with the donor, the provisions in the Agreement with the donor will prevail.

#### **1. 承诺 Commitment**

接受方同意履行本协议项下的活动时，应承诺秉持专业行为的最高标准，并确保国际野生生物贸易研究组织（TRAFFIC）的诚信和声誉不会因其行为受到损害。接受方保证其具有履行本协议项下活动所必需的知识、资格、经验和技能，以及为本协议所选用的雇员、代理商或分包商具有必要的知识、资格、经验和技能来履行各自的活动。

By agreeing to perform their activities under this agreement, the recipient shall undertake to uphold the highest standards of professional behaviour and to ensure that TRAFFIC's integrity and reputation shall not be jeopardised by their actions. The recipient warrants that it has the necessary knowledge, qualifications, experience and skill to perform the activities under this agreement, and that the employees, agents or sub-contractors that it utilises under this Agreement will have the necessary knowledge, qualifications, experience and skill to perform their respective activities.

#### **2. 利益冲突 Conflicts of Interest**

2.1 接受方应避免从事违背或损害国际野生生物贸易研究组织（TRAFFIC）地位的活动，以及构成双方利益冲突的行为。

The recipient shall refrain from activities which would be incompatible with or undermine TRAFFIC's status as an organisation, or which would put them in a position of conflict of interest.

2.2 接受方应确保不使员工（包括管理层）处于利益冲突的境地。

The recipient shall ensure that staff, including management, are not placed in a situation which could give rise to conflict of interests.

2.3 对于可能损害本协议公正和客观履行的任何情况，接受方应采取一切必要措施来预防或制止。这种利益冲突的产生尤其可能是由经济利益、政治或民族亲和力、家庭或情感纽带，或者任何其他相关联系或共同利益所造成的。

The recipient shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Agreement. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.

2.4 对于履行本协议期间可能发生的任何利益冲突，接受方必须立即书面通知国际野生生物贸易研究组织（TRAFFIC）。如果发生这种冲突，接受方应立即采取一切必要措施予以解决。

Any conflict of interests which may arise during performance of this Agreement must be notified in writing to TRAFFIC without delay. In the event of such conflict, the recipient shall immediately take all necessary steps to resolve it.

2.5 国际野生生物贸易研究组织（TRAFFIC）保留核查接受方所采取的措施是否适当的权利，并在必要时可能要求采取额外措施。

TRAFFIC reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.

### **3. 职业操守 Professional Conduct**

3.1 对本协议的履行不得违反任何法律。

No activities should be undertaken that breach any laws whilst implementing this Agreement.

3.2 为实现我们的保护目标，国际野生生物贸易研究组织（TRAFFIC）致力于为野生动植物执法提供有效、合法、安全的支持。同时，国际野生生物贸易研究组织（TRAFFIC）认识到野生动植物执法行动固有的复杂性，以及野生动植物执法人员和支持其工作的非政府组织采取适当行为的必要性。因此，国际野生生物贸易研究组织（TRAFFIC）支持旨在尊重和保护人类尊严并遵守国际人权标准的活动。作为该承诺的一部分，国际野生生物贸易研究组织（TRAFFIC）不会购买枪支或弹药或为其提供资金。

TRAFFIC is committed to providing effective, legal, and safe support to wildlife law enforcement in order to deliver our conservation goals. At the same time, TRAFFIC recognizes the complexities inherent in wildlife law enforcement actions and the need for appropriate conduct on the part of wildlife law enforcement personnel and non-governmental organizations supporting their work. TRAFFIC therefore supports activities designed to respect and protect human dignity and to comply with international standards on human rights. As part of this commitment, TRAFFIC will not purchase, or provide funding for firearms or ammunition.

3.3 接受方和任何次级接受方同意按照本协议履行其活动的，即代表其同意上述原则。对于本项目下资助的任何活动，接受方和任何次级接受方进一步承诺，确保对其采取稳健的风险评估和依照风险缓解计划进行管理。

By agreeing to perform their activities under this agreement, the recipient and any subrecipient agree to the above principles. The recipient and any subrecipient, further commit to ensure that any activities funded under the project are subject to a robust risk assessment and risk mitigation plan.

#### **4. 安全保障 Safeguarding**

接受方及其员工和分包商应始终遵守国际野生生物贸易研究组织（TRAFFIC）的安全保障标准。针对性别、种族或其他个人特征反复的、单方面的和/或不受欢迎的评论、表情、动作、建议或身体接触，若这些情形被认为和被证实为骚扰和/或恐吓，应被接受方视为严重的不当行为，并且应立即通知国际野生生物贸易研究组织（TRAFFIC）。如未能有效实行纠正措施，本协议即时终止。

The recipient, its staff and sub-contractors are expected to comply with TRAFFIC's safeguarding standards at all times. Repeated, unreciprocated and/or unwelcome comments, looks, actions, suggestions or physical contact, based on gender, ethnic origin, or other personal characteristics that are perceived and substantiated as harassment and/or intimidation shall be treated by the recipient as serious misconduct and TRAFFIC should be notified immediately. Failure to enforce corrective measures shall lead to immediate termination of the Agreement.

#### **5. 转让 Assignment**

5.1 未经国际野生生物贸易研究组织（TRAFFIC）事先书面同意，接受方不得转让其权利、分包合同或委托其在本协议下的义务。国际野生生物贸易研究组织（TRAFFIC）可以在书面同意书中保留其绝对酌情决定权。接受方应在与本协议所述项目相关的任何分包合同中包含履行本协议所规定义务必需的所有条款和规定，包括与这些标准规定等效的条款。

The recipient may not assign its rights, sub-contract, or delegate its obligations under this Agreement without TRAFFIC's prior written consent which it may withhold in its absolute discretion. The recipient shall include in any sub-contract related to the project described herein all clauses and provisions necessary to fulfil its obligations under this Agreement, including clauses equivalent to these Standard Provisions.

5.2 国际野生生物贸易研究组织（TRAFFIC）不会对分包商的任何违反法律的行为负责。因涉嫌违反法律所引起的任何索赔责任应由分包商承担。

TRAFFIC will not be liable for any breaches of any laws by sub-contractors who accept responsibility for any claims arising from any alleged non-compliance with laws.

5.3 国际野生生物贸易研究组织（TRAFFIC）不对分包商承担以下责任：

TRAFFIC is not liable for sub-contractors':

- (1) 利润损失;  
loss of profits;
- (2) 业务损失;  
loss of business;

(3) 收入损失;

loss of revenue;

(4) 商誉的损失或损害;

loss of or damage to goodwill;

(5) 储蓄损失（无论是否预期）； 和/或

loss of savings (whether anticipated or otherwise); and/or

(6) 任何间接的，特殊的或后果性的损失或损害。

any indirect, special or consequential loss or damage.

## **6. 尽职调查 Due diligence**

接受方应对分包商/外部受让人的活动进行监督和监测，包括对项目的审核以及对相关的风险的管理。在将任何项目资金分配给分包商/次级受让人之前，接受方应对其分包商/外部受让人进行适当的尽职调查，并向国际野生生物贸易研究组织（TRAFFIC）提供此类尽职调查的结果、风险和缓解措施。根据项目风险，尽职调查评估需要确定以下情况：

The recipient is expected to maintain oversight and monitoring of sub-contractors/external grantees' activities, including project audits and to manage project associated risks. Before disbursing any project funds to sub-contractors/sub-grantees, the recipient should undertake appropriate due diligence of their sub-contractors/external grantees, and should make the results, risks and mitigating actions of such due diligence available to TRAFFIC. Due diligence assessments should determine, relative to project risk, the:

(1) 财务控制、系统和流程的可靠性和完整性;

Reliability and integrity of financial controls, systems and processes;

(2) 其规划性运营的有效性和效率;

Effectiveness and efficiency of their programmatic operations;

(3) 保护项目资产的程序; 以及

Procedures for safeguarding project assets; and

(4) 对国家法律、法规和政策以及程序的遵守。

Compliance with national legislation, regulation, rules, policies and procedures.

国际野生生物贸易研究组织（TRAFFIC）保留对所有外部分包商或受让人进行所有尽职调查活动的权利。

TRAFFIC reserves the right to conduct all due diligence activities on all external sub-contractors or grantees.

## **7. 资金使用 Use of Funds**

7.1 所有项目费用应符合国际野生生物贸易研究组织（TRAFFIC）相关政策以及捐助方在特别条件中规定的任何额外要求。

All project costs should conform to the relevant TRAFFIC policies and any additional requirements from the Donor, as specified in the Special Conditions.

7.2 接受方和任何分包商/服务提供者应遵循物有所值的原则，即优化使用资源（兼顾经济性、效率性和效益性），以实现保护收益最大化的目的。所有支出均应合理，经批准并做文字记录，同时符合确定的预算。承包商和任何分包商应负责任地使用资金并以可持续性原则采购服务或商品。

The recipient and any sub-contractors/service providers should operate on value-for-money principles i.e. make the optimal use, (economy, efficiency and effectiveness), of resources to achieve the aim to maximise conservation gains. All expenditure should be reasonable, approved and documented, as identified in the budget. The recipient and any sub-contractors are expected to use funds responsibly and source services/goods that operate under sustainability principles.

7.3 在本协议下应当尽量减少航空旅行，并且仅允许购买经济舱票（航空/陆地/海洋）。本协议涉及的任何航空旅行的预算中都应包括适当的二氧化碳排放抵消费用。

Air travel should be minimised and only economy (air/land/sea) fares are allowed under this Agreement. Any air travel under this Agreement should include appropriate CO2 emission offsetting costs in the travel budget.

7.4 货物和服务的采购应遵循国际野生生物贸易研究组织（TRAFFIC）的政策和/或任何捐助方的特定要求。采购门槛应遵循国际野生生物贸易研究组织（TRAFFIC）的标准（可能价值超过 15,000 人民币的合同）和/或捐助方的特定要求。如两者不一致的，以门槛较低者为准。

Procurement of goods and services should follow the TRAFFIC policy and/or any donor specific requirements. The procurement threshold should follow TRAFFIC policy (contracts of probable value above CNY15,000) and/or any donor specific requirement, whichever is lower.

7.5 除非另行协商，如果设备包含在本协议的批准预算中，在国际野生生物贸易研究组织（TRAFFIC）在协议期结束时提供处置说明之前，设备和其他财产的所有权将以国际野生生物贸易研究组织（TRAFFIC）的名义出现。接受方应为本协议资助的所有设备和其他财产提供保险并适当维护。如果接受方希望将设备或其他财产用于除本协议资助的项目工作以外的任何其他用途，需要事先获得国际野生生物贸易研究组织（TRAFFIC）的批准。

If equipment is included in the approved budget of this Agreement, then title to equipment and other property will be in the name of TRAFFIC, unless otherwise negotiated, until disposition instructions are provided by TRAFFIC at the end of the Agreement term, pending any donor requirements. The recipient agrees to provide insurance for and proper maintenance of all equipment and other property funded under this Agreement. If the recipient desires to use the equipment or other property for any purposes other than for project work funded under this Agreement, prior approval from TRAFFIC is required.

## **8. 财务记录 Financial Records**

接受方同意根据当地公认会计准则（GAAP）保留单独且准确的财务记录，以便易于识别根据本协议接收的款项和支出。接受方同意在本协议期满或提前终止后将此类记录保留至少七年。这些财务记录必须包括本协议下所有支出收据，包括记录员工工作天数或工作时数的时间表。

The recipient agrees to keep separate and accurate financial records in accordance with local Generally Accepted Accounting Principles (GAAP) so that payments received, and expenditures made pursuant to this Agreement can be readily identified. The recipient agrees to maintain such records for a period of at least seven (7) years after the expiration or earlier termination of this Agreement. These financial records must include all receipts for expenditures under this Agreement, including timesheets recording the days or hours worked by staff.

## **9. 审计 Audits**

对在本协议中收取资金的接受方或其他次级接受方/分包商的账目，在协议有效期和协议中规定的协议期满后的限期内，国际野生生物贸易研究组织（TRAFFIC）可以采取合理行动来指导或进行审计。

TRAFFIC, acting reasonably, may instruct or undertake an audit of the accounts of the recipient or other sub-recipients/sub-contractors receiving funds under this Agreement at any point during the life of the Agreement and at any point following the expiration of the Agreement within the time limits stipulated in the Agreement.

## **10. 沟通、信息披露和数据保护 Communication, Disclosure of Information and Data Protection**

10.1 接受方在各项经营活动中应当在最大程度上尽到对内和对外的谨慎义务。未经国际野生生物贸易研究组织（TRAFFIC）的事先授权，不得将已知的机密信息透露给任何第三方，国际野生生物贸易研究组织（TRAFFIC）还应提供针对此类信息的特定用途的说明。接受方、其工作人员、合作伙伴和分包商不得在任何时候（包括本协议结束时）因个人或第三方利益使用此类信息。

The recipient shall exercise the utmost discretion internally and externally regarding all matters of business. Confidential information that is known to them shall not be disclosed to any third party without the prior authorisation of TRAFFIC which shall also provide instructions for the specific use to be made of such information. The recipient, its staff, partners or sub-contractors shall at no time, including at the end of this Agreement, use such information for personal or third-party advantage.

10.2 接受方必须在收集，存储和传输个人数据方面始终遵守欧盟的《通用数据保护条例》（GDPR）和英国的《2018年数据保护法》。主协议中可能涵盖附加的信息管理要求。

The recipient must at all times be compliant with the European Union's *General Data Protection Regulation* (GDPR) and the UK's *Data Protection Act 2018* in regard to the collection, storage and transmitting of personal data. Additional information management requirements may be included in the main agreement.

10.3 除非另行商议，国际野生生物贸易研究组织（TRAFFIC）是本协议中所有制作作品的固有著作者人。

Unless otherwise negotiated, TRAFFIC is the inherent copyright owner of the works produced in this Agreement.

10.4 接受方不允许代表国际野生生物贸易研究组织（TRAFFIC）向新闻媒体发布声明或发表意见（包括通过电子媒体和公告板）。

Recipients are not allowed to make statements or express opinions on behalf of TRAFFIC to the press and media, including through electronic media and bulletin boards.

10.5 在准备书面材料时，必须遵循《国际野生生物贸易研究组织（TRAFFIC）信息传播手册》中的准则。根据特殊条件的规定，如适用，还应遵守捐助方的具体要求。

When preparing written material, the guidelines in the TRAFFIC Communications Manual must be followed. Donor specific requirements, if applicable, should also be followed, as stipulated in the Special Conditions.

10.6 根据《通用数据保护条例》和英国《2018年数据保护法》，特别考虑到数据处理目的、可能处理的数据类型、数据的接收者以及国家之间的数据传输，如果合同要求接受方处理个人数据，接受方仅能在数据管理者的监督下采取行动。接受方应确保采取适当的技术和组织措施以保护数据免遭未经授权的访问、更改、披露或销毁。在本合同履行期间和终止之后，任何个人数据无论在任何时间遭到泄露，接受方都有义务通知国际野生生物贸易研究组织（TRAFFIC）。

Where the contract requires the processing of personal data by the recipient, the recipient must act only under the supervision of the data controller, in particular with regard to the purposes of processing, the categories of which data may be processed, the recipients of the data and the transfer of data between countries in accordance with the *General Data Protection Regulation* and UK's *Data Protection Act 2018*. The recipient shall ensure that appropriate technical and organisation measures are adopted to safeguard data from unauthorised access, alteration, disclosure, or destruction. The recipient is obliged to notify TRAFFIC if any personal data has at any time been compromised, during and upon cessation of this agreement.

## **11. 反恐 Counter-terrorism**

谨提醒接受方，《中华人民共和国反恐怖主义法》禁止同与恐怖主义有关的个人和组织进行交易，禁止向其提供资源和支持。接受方有责任确保遵守包括《中华人民共和国反恐怖主义法》在内的相关国家法律和行政命令。

Recipients are reminded that the *Anti-Terrorism Law of the People's Republic of China* prohibits transactions with and provision of resources and support to individuals and organizations associated with terrorism. It is their responsibility to ensure compliance with relevant national laws and directives, including the *Anti-Terrorism Law of the People's Republic of China*.

## **12. 反贿赂和反欺诈 Anti-Bribery and Anti-Fraud**

接受方向国际野生生物贸易研究组织（TRAFFIC）承诺：

The recipient warrants to and undertakes with TRAFFIC as follows:

12.1 接受方应遵守国际野生生物贸易研究组织（TRAFFIC）的《反欺诈和反腐败/反贿赂政策》（包括对《2010年英国反贿赂法》的引用），以及与反贿赂和反腐败有关的所有适用的当地法律、法规和行为准则，包括国际野生生物贸易研究组织（TRAFFIC）不时发布的任何行为准则。

The recipient shall comply with TRAFFIC's *Anti-Fraud & Anti-Corruption/Anti-Bribery Policy* (including references to the *UK Bribery Act 2010*). It shall comply with all applicable local laws, regulations and codes of conduct in relation to anti-bribery and anti-corruption including any code of conduct issued from time to time by TRAFFIC.

12.2 接受方应确保其雇员和与之有关的其他人遵守相同准则。如果本条款中提及的任何情况发生变化，他们应立即通知国际野生生物贸易研究组织（TRAFFIC）。

The recipient shall ensure that its employees and other persons associated with them comply with the same. They shall promptly notify TRAFFIC if any of the circumstances referred to in this clause change.

12.3 接受方保证并声明，在订立本协议或在本协议下履行服务时，接受方或其任何高级职员、雇员、代理商、分包商或任何代表接受方行事的人均未提供、给予或承诺给予任何人引诱或报酬（或可能被视为引诱或报酬的东西）。

The recipient warrants and represents that neither it nor any of its officers, employees, agents, sub-contractors or any person acting on its behalf has offered, given or agreed to give any person any inducement or reward (or anything which might be considered an inducement or reward) in connection with entering into this Agreement or performing its services under it.

### **13. 弃权 Waiver**

对本协议的任何一方未能执行本协议中的任何规定，不应视为对此类规定的放弃或以任何方式影响本协议的有效性。

The failure by either party to this Agreement to enforce any of the provisions of this Agreement shall in no way be considered a waiver of such provisions or in any way affect the validity of this Agreement.

### **14. 可分割性 Severability**

无论基于何种原因，如果本协议的任何规定被具有管辖权的任何裁决机构裁定为无效或不可执行，除非该规定构成本协议的根本，否则本协议应继续完全有效，并应解释为此类规定从未包含于此协议中。如果该规定为本协议的根本，则协议各方应尝试真诚协商对本协议的必要修正，以实现本协议的目的。

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable by any adjudicative body of competent jurisdiction, unless such provision goes to the root of this Agreement, this Agreement shall continue in full force and effect and shall be interpreted as if such provision had never been contained herein. In the event the provision goes to the root of this Agreement, the parties shall attempt in good faith to negotiate an amendment to this Agreement as necessary to fulfil the purpose of the Agreement.

## **15. 不可抗力 Force Majeure**

由于不可抗力而非疏忽或者渎职导致任一合同方无法或不能遵守本协议条款，该合同方可不承担责任。这些原因应包括但不限于：火灾、风暴、洪水、地震、爆炸、公敌行为、战争、叛乱、起义、叛变、破坏活动、流行病、检疫限制、劳资纠纷、禁运、政府行为（包括任何政府未能授予进出口许可证或许可）。

Neither party shall be responsible for any inability or failure to comply with the terms of this Agreement due to causes beyond its control and without the negligence or malfeasance of such party. These causes shall include, but not be restricted to: fire, storm, flood, earthquake, explosion, acts of the public enemy, war, rebellion, insurrection, mutiny, sabotage, epidemic, quarantine restrictions, labour disputes, embargoes, acts of government, including the failure of any government to grant export or import licenses or permits.

## **16. 与世界自然基金会（WWF）和世界自然保护联盟（IUCN）的关系 Relationship with WWF and IUCN**

国际野生生物贸易研究组织（TRAFFIC）是世界自然保护联盟（IUCN）和世界自然基金会（WWF）共同成立的联合项目。国际野生生物贸易研究组织（TRAFFIC）总部（TINT）是在英国注册的慈善机构，是负责国际野生生物贸易研究组织（TRAFFIC）全球运营的法人实体。国际野生生物贸易研究组织（英国）北京代表处于 2019 年 12 月 10 日在京由北京市公安局正式批准成立。在国际野生生物贸易研究组织（TRAFFIC）、世界自然基金会（WWF）和世界自然保护联盟（IUCN）于 2018 年签署的合作协议的管理下，国际野生生物贸易研究组织（TRAFFIC）、世界自然基金会（WWF）和世界自然保护联盟（IUCN）拥有牢固的伙伴关系。

TRAFFIC began as a joint programme of IUCN and WWF. TRAFFIC International (TINT) is a registered charity in the UK and is the legal entity responsible for TRAFFIC's operations worldwide. TRAFFIC (UK) Beijing Representative Office was officially approved by Beijing Public Security Bureau on 10 December 2019. TRAFFIC has a strong partnership with WWF and IUCN, which is governed by a Partnership Agreement signed in 2018 between TRAFFIC, WWF and IUCN.

Signed by : \_\_\_\_\_

签字人:

Signed Date:

签字日期:

## 附件四

### ANNEXE IV

## 国际野生生物贸易研究组织（TRAFFIC）反贿赂政策

### TRAFFIC'S ANTI-BRIBERY POLICY

#### 1. 政策声明 POLICY STATEMENT

1.1 国际野生生物贸易研究组织（TRAFFIC）的政策是以诚实和道德的方式开展业务。我们对贿赂和腐败采取零容忍的态度，在我们建立的所有业务往来和关系中秉承专业、公正和正直的原则行事，并且实施和执行有效的反贿赂系统。

It is the policy of TRAFFIC to conduct its business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.

1.2 我们将遵守与反贿赂和反腐败有关的所有法律。特别是我们在国内外的行为均受到包括《2010年反贿赂法》在内的英国法律的约束。

We will uphold all laws relevant to countering bribery and corruption. In particular, we are bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

1.3 本政策的目的是：

The purpose of this policy is to:

(1) 为贯彻和维护我们在贿赂和腐败方面的立场，规定我们以及为我们工作的人员的责任；

set out our responsibilities, and the responsibilities of those working for us, in observing upholding our position on bribery and corruption; and

(2) 对如何识别和处理贿赂和腐败问题，向为我们工作的人员提供信息和指导。

provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.

1.4 在英国，构成贿赂和腐败行为的个人将被处以最高十年的监禁。如果国际野生生物贸易研究组织（TRAFFIC）被发现参与腐败，则可能面临无限额的罚款、被排除在公共合同招标之外以及面临声誉损害。根据我们开展活动所在的其他国家 / 地区，其他处罚也应予适用。贿赂和腐败不仅对我们构成了风险，而且对发生这种行为的国家也造成了极大损害。因此，我们非常重视我们的法律责任。

Bribery and corruption are punishable in the UK for individuals by up to ten years' imprisonment. If TRAFFIC is found to have taken part in corruption it could face an unlimited fine, be excluded from tendering for public contracts and face damage to its reputation. Other penalties will be applicable in other countries in which we operate. Not only does bribery and corruption pose a

risk to us, it is also extremely damaging to the countries in which it takes place. We therefore take our legal responsibilities very seriously.

1.5 在本政策中，“第三方”是指您在为我们工作期间与您联系的任何个人或组织，包括实际和潜在的客户、顾客、供应商、分销商、业务联系人、代理商、顾问，包括他们的顾问、代表和官员、政客和政党在内的政府和公众机构。

In this policy, **third party** means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

## 2. 本政策适用于哪些人？ WHO IS COVERED BY THE POLICY?

本政策适用于与国际野生生物贸易研究组织（TRAFFIC）相关的所有职位和等级的全部个人而无论其所在地，这些人包括高级经理、官员、主任、员工（无论是长期的、固定期限的还是临时的）、顾问、承包商、受训人员、借调人员、在家办公人员、临时工和供应商员工、志愿者、实习生、代理商、赞助商和任何其他人员。（在本政策中统称为“员工”）。

This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with TRAFFIC, wherever located (collectively referred to as **workers** in this policy).

## 3. 贿赂是什么？ WHAT IS BRIBERY?

### 3.1 贿赂是指：

Bribery is:

- (1) 提供、承诺、给予、要求或接受  
the offering, promising, giving, requesting or accepting
- (2) 任何款项、诱使贿赂、报酬或任何有价值的东西，  
of a payment, inducement, reward or anything of value
- (2) 采取违法、不道德或违反我们内部政策的行为或不作为，  
for an act or omission which is illegal, unethical or a violation of our internal policies,
- (3) 该目的是为了获得或保留业务，或在业务过程中获得好处，或目的是使接受方以某种方式采取不当行为。  
which is given with the intention of obtaining or retaining business, or an advantage in the course of business, or with the intention that the recipient act improperly in some way.

### 3.2 腐败是滥用公职或权力谋取私利。

Corruption is the misuse of public office or power for private gain.

例如：

#### **行贿 Offering a bribe**

只要潜在的捐助方/支持者愿意支持我们或与我们合作，您便为他们提供大型体育赛事的门票。

You offer a potential donor / supporter tickets to a major sporting event, but only if they agree to support / partner with us.

这种行为是违法的，因为您提供了一项给予来获得商业和合同利益。因国际野生生物贸易研究组织（TRAFFIC）从中获得资金，国际野生生物贸易研究组织（TRAFFIC）也可能被认定为违法。同时，潜在的捐助者也可能因为接受您的赠票而触犯法律。

This would be an offence as you are making the offer to gain a commercial and contractual advantage. TRAFFIC may also be found to have committed an offence because the offer has been made to obtain funding for us. It may also be an offence for the potential donor to accept your offer.

#### **受贿 Receiving a bribe**

某顾问为您的侄子提供了一份工作，作为回报，他显然希望您可以利用您在本组织中的影响力来确保我们可以继续和他开展业务。

A consultant gives your nephew a job, but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them.

该顾问的这种行为是违法的。对您而言，接受这样的给予也是违法的，因为您这样做是为了给您的侄子谋取不正当利益。

It is an offence for a consultant to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain an improper advantage for your nephew.

#### **贿赂外国官员 Bribing a foreign official**

为加快行政程序，您安排组织向外国官员支付一笔非官方的额外付款，例如对商品的海关清关。

You arrange for the organisation to pay an unofficial additional payment to a foreign official to speed up an administrative process, such as clearing goods through customs.

这种付款通常被称为疏通费（参见下文）。根据英国法律，这是非法的，也是我们的政策禁止的。在这种给予的情况下，给予者和国际野生生物贸易研究组织（TRAFFIC）都可能被认定为违法。

This type of payment is often described as a facilitation payment (see further below). It is illegal under UK law and prohibited under this policy. In making such an offer, both the person making it and TRAFFIC may be found to have committed an offence.

## **4. 礼物和招待 GIFTS AND HOSPITALITY**

4.1 本政策不禁止与第三方进行正常和适当的招待（给予和接受）。

This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties.

4.2 我们理解提供商务礼品的做法因国家和地区而异。在一个地区可能是正常的和可接受的，而在另一个地区可能不是。合适的检验方法是，该礼物或招待是否在所有情况下都是正当合理的。同时应充分考虑送礼的意图。

We appreciate that the practice of giving business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.

4.3 如果满足以下所有条件，则不禁止赠予或接收礼物：

The giving or receipt of gifts is not prohibited, if all of the following requirements are met:

- (1) 该赠予是一种善意的表达，并无以下意图：影响第三方采取不当行为、保留或获得业务或业务利益、答谢提供或保留业务或业务优势，和以明示或暗示方式交换利益或好处；

The gift is being given as an expression of goodwill and is not intended to influence a third party to act improperly, to obtain or retain business or a business advantage, to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;

- (2) 符合当地法律；  
it complies with law;
- (3) 是以组织名义给出的，而不是以您个人名义给出的；  
it is given in the organisation's name, not in your name;
- (4) 不包括现金或现金等价物（例如礼券或代金券）；  
it does not include cash or a cash equivalent (such as gift certificates or vouchers);
- (5) 在所处情况下是适当的。例如，在英国，圣诞节时通常会互赠小礼物；  
it is appropriate in the circumstances. For example, in the UK it is customary for small gifts to be given at Christmas time;
- (6) 它是公开而不是秘密提供的；  
it is given openly, not secretly; and
- (7) 它不构成第5节中概述的任何行为。  
it does not constitute any of the behaviours outlined in section 5.

4.4 第三方提供给员工的任何价值超过五十英镑的礼品，必须先向员工所在地的负责人报告，获得批准后方可接受。相关的区域总监可以为各个办事处设置更低的门槛。

Any gifts offered by third parties to workers with a value of £50.00 or greater must be reported to the head of duty station for authorisation before they can be accepted. A lower threshold may be set for individual offices by the relevant Regional Director.

4.5 员工代表国际野生物贸易研究组织（TRAFFIC）提出赠予第三方的价值超过五十英

镑的礼物，必须事先得到工作地负责人的授权。

All gifts with a value of £50.00 or greater which are proposed to be given by workers on behalf of TRAFFIC to a third party must be authorised in advance by the head of duty station.

4.6 对于所有赠送和收到的价值超过五十英镑的礼物，您必须全面并诚实的在年度合规声明中披露。

You must provide full and honest disclosure about all gifts given and received with a value of £50.00 or greater in your annual compliance declaration.

4.7 财年结束时，年度合规声明将通过电子邮件发送给国际野生生物贸易研究组织（TRAFFIC International）运营部高级总监，以便保留记录，以供审核。

The annual compliance declaration is emailed to the Senior Director - Operations at TRAFFIC International at the end of the financial year so that a record can be kept, which will be subject to review.

## 5. 什么是不可接受的？ WHAT IS NOT ACCEPTABLE?

5.1 您（或代表您的其他人）的以下行为是不可接受的：

It is not acceptable for you (or someone on your behalf) to:

(1) 提供、承诺提供或给予任何款项、礼物、招待或其他形式的好处，并期望或希望接受方做不正当的事情或为自身谋取商业利益、或作为已经兑现的商业利益的回报；

give, promise to give, or offer, a payment, gift, hospitality or other advantage with the expectation or hope that the recipient will do something improper or that a business advantage will be received, or to reward a business advantage already given;

(2) 为促进或加快例行程序，向政府官员、代理商或代表提供、承诺提供或给予任何款项、礼物、招待或其他好处；

give, promise to give, or offer, a payment, gift, hospitality or other advantage to a government official, agent or representative to facilitate or expedite a routine procedure;

(3) 知道或怀疑第三方意图谋取商业利益或使您做出不当行为作为回报，却接受其提供的任何款项、礼物、招待或其他好处；

accept a payment, gift, hospitality or other advantage from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them or with the intention that you do something improper in return;

(4) 知道或怀疑第三方意图让国际野生生物贸易研究组织（TRAFFIC）做出不当行为或提供商业利益作为回报，却接受其提供或给予的任何款项、礼物、招待或其他好处；

accept a payment, gift, hospitality or other advantage from a third party if you know or suspect that it is offered or provided with an expectation that TRAFFIC will do anything improper or that a business advantage will be provided by us in return;

(5) 对拒绝贿赂犯罪或基于本协议提出疑虑的员工进行威胁或报复；

threaten or retaliate against another worker who has refused to commit a bribery

offence or who has raised concerns under this policy; or  
(6) 或从事任何可能导致违反本政策的活动。

engage in any activity that might lead to a breach of this policy.

## 6. 疏通费和回扣 **FACILITATION PAYMENTS AND KICKBACKS**

6.1 疏通费通常是指为确保或推进政府官员的例行政府行为而支付的小额非官方付款。此类付款不要求收款人采取不适当的行为或不恰当地执行其职责。尽管疏通费在某些司法管辖区是合法的（在非常有限的情况下），但在英国却是非法的，支付疏通费可能会导致个人和国际野生动物贸易研究组织（TRAFFIC International）违反《2010年反贿赂法》。

Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official. There is no requirement that the recipient has performed or will perform their duties improperly as a consequence of the payment. Whilst facilitation payments are legal in some jurisdictions (in *very* limited circumstances), they are illegal in the UK, and paying one could lead to the individual and TRAFFIC International committing offences under the Bribery Act 2010.

6.2 我们在任何司法管辖区域均不支付任何形式的疏通费。

We do not make facilitation payments of any kind, in any jurisdiction.

6.3 仅在威胁到人身安全或自由的情况下，才允许对此禁令破例处理。在这种情况下，您必须在付款后尽快向运营部高级总监报告付款细节。

An exception to this prohibition will only be permitted where a person's physical safety or liberty are threatened. Where this is the case, you must report details of the payment to the Senior Director – Operations as soon as possible following payment.

6.4 如果您被要求代我们付款，您应始终牢记要付款的内容以及所要求的金额是否与所提供的商品或服务成比例。您应始终要求对方提供详细说明付款原因的收据。当然，疏通费和特定服务的合法“快速通道”费之间会有区别。您应始终能在价目表上找到此类服务的公开详细信息，并应收到此笔额外费用的收据。在有需要使用此类合法服务是没有问题的。

If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. There is of course a difference between a facilitation payment, and a legitimate "fast track" fee for a particular service. You should always be able to find details of such a service published on a price list, and a receipt should be provided for the additional fee. There is no issue with using such legitimate services where required.

6.5 如果您对付款有任何怀疑、疑虑或疑问，应向您的直接经理、运营部高级总监、执行董事提出或通过主管机构的举报程序递交。

If you have any suspicions, concerns or queries regarding a payment, you should raise these with either your immediate manager, the Senior Director – Operations, the Executive Director or through the hosting organisation's Whistleblowing Procedures.

6.6 回扣是指获得商业利益的回报款项。回扣通常是由供应商或服务提供商付款给批予他们合同的个人。在任何司法管辖区域，我们不会进行也不会接受任何形式的回扣。

Kickbacks are payments made in return for a business favour or advantage. Typically, they arise when suppliers or service providers pay the individuals who award them a contract. We do not make and will not accept kickbacks of any kind, in any jurisdiction.

6.7 对于任何可能引导或建议我们支付或接受疏通费或回扣的活动，所有员工都必须避免。

All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

## 7. 捐款 DONATIONS

7.1 我们不向政党捐款。

We do not make contributions to political parties.

7.2 我们可能会根据当地法律和惯例进行合法且符合道德的慈善募捐。未经运营部高级总监的事先批准，任何捐款都不能给予或进行。任何此类捐款都必须报告给国际野生生物贸易研究组织（TRAFFIC international）。

We may make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of the Senior Director – Operations. Any such donations must be reported to TRAFFIC International.

## 8. 第三方 THIRD PARTIES

8.1 我们对贿赂和腐败的零容忍做法适用于所有第三方。

Our zero-tolerance approach to bribery and corruption applies to all third parties.

8.2 员工必须确保：

Workers must ensure that:

(1) 他们考虑了代表国际野生生物贸易研究组织（TRAFFIC International）的任何第三方的声誉和诚信，并且在与第三方达成任何协议之前进行了充分的尽职调查；

they consider the reputation and integrity of any third party engaged on behalf of TRAFFIC International, and that adequate due diligence is undertaken before any agreement with the third party is made;

(2) 参与过程有正确的文字记录在案；

the engagement process is correctly documented;

(3) 第三方违反此政策可终止所有协议；

all agreements are terminable on this policy being breached by the third party;

(4) 所有支付给第三方的款项都是适当的，并与其所提供的服务成比例；

- all payments to third parties are appropriate and proportionate to the services provided;
- (5) 本政策在业务关系开始时传达给所有第三方，并在业务开始之后视情况传达；
- this policy is communicated to all third parties at the outset of the business relationship and as appropriate thereafter;
- (2) 该关系须受到持续监督；
- the relationship is subject to on-going monitoring; and
- (7) 如果第三方不遵守本政策，则终止业务关系。
- the business relationship is terminated, where third parties fail to abide by this policy.

## 9. 您的责任 YOUR RESPONSIBILITIES

9.1 请务必阅读、理解并遵守本政策。如果您的主管机构有政策与本政策相违背，则应向运营部高级总监提出政策间的矛盾之处。在大多数情况下，它们是互补的。

You must ensure that you read, understand and comply with this policy. If your hosting organisation also has a policy, any contradictions with TRAFFIC's policy should be raised with the Senior Director – Operations. In most cases they will be complementary.

9.2 所有为我们工作或接受我们管理的人都有责任预防、发现和汇报贿赂和其他形式的腐败。我们也要求所有员工要避免任何可能导致或者促使违反本政策的行为。

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

9.3 如果您认为或怀疑存在与本政策冲突或可能冲突的行为，须尽快通知您的直属经理、运营部高级总监、执行理事或使用我们的举报程序中规定的程序。例如，客户或潜在客户向您输送利益来获取不正当业务优势，或者向您表明需要礼物或付款来确保他们的业务。本文末尾的附表中列出了其他可能表明贿赂或腐败的警示标志。

You must notify your immediate manager, the Senior Director – Operations, the Executive Director or use the procedures set out in the organisation's Whistleblower Procedures as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business. Further warning flags that may indicate bribery or corruption are set out in the Schedule at the end of this document.

9.4 任何违反本政策的雇员将受到纪律处分。情节严重的，将被解雇。如果有其他员工违反本政策的，我们保留与他们终止合同关系的权利。

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. We reserve our right to terminate our contractual relationship with other workers if they breach this policy.

## 10. 记录保存 RECORD-KEEPING

10.1 我们必须保存财务记录并采取适当的内部控制措施，以证明向第三方付款的业务原因。

We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

10.2 您必须在年度合规声明中阐明收到的所有礼物，并通过电子邮件将年度合规声明发送给国际野生生物贸易研究组织（TRAFFIC International）运营部高级总监，以便保留记录，以供审核。

You must declare any gifts received in the annual compliance declaration emailed to the Senior Director – Operations at TRAFFIC International so that a record can be kept, which will be subject to review.

10.3 根据我们的费用政策，您必须确保提交所有招待、礼物或其他第三方造成费用的费用报销，并具体记录支出原因。

You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

10.4 与第三方（例如客户、供应商和业务联系人）交易有关的所有账目、发票、备忘录和其他文件和记录，都应严格准确并完整地准备和维护。不得图方便或为掩盖不正当付款而将账目记录在账外。

All accounts, invoices, memoranda, other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept off-book to facilitate or conceal improper payments.

## **11. 如何提出关切？ HOW TO RAISE A CONCERN**

我们鼓励您尽早对任何有问题或怀疑的不当行为提出关切。如果您不确定某项行为是否构成贿赂或腐败，或者您有任何其他疑问，应向您的直属经理、运营部高级总监或执行理事提出。关切应按照举报程序中规定的程序报告。

You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with your immediate manager, the Senior Director – Operations, or the Executive Director. Concerns should be reported by following the procedure set out in the Whistleblowing Procedures.

## **12. 如果您是贿赂或腐败行为的受害者，该怎么办？ WHAT TO DO IF YOU ARE A VICTIM OF BRIBERY OR CORRUPTION**

如果您受到第三方的贿赂、被要求行贿或怀疑将来可能发生这种情况，或认为您是其他非法活动形式的受害者，尽快告知您的直属经理、运营部高级总监或执行理事非常重要。您也可以按照我们举报政策中规定的程序报告。

It is important that you tell your immediate manager, the Senior Director – Operations or the

Executive Director as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity. Alternatively you may use the procedures set out in the organisation's Whistleblowing Policy.

### **13. 保护PROTECTION**

13.1 员工有时会担心拒绝接受或提供贿赂、提出疑虑或举报他人不法行为可能产生的影响。我们旨在鼓励公开，支持员工根据本政策真诚提出关切，即使这些关切最后被证明是误会。

Workers who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

13.2 我们承诺确保员工不会因为拒绝参与贿赂或腐败，或者真诚地举报他们怀疑的已发生的、或未来可能发生的实际或潜在的贿赂或其他腐败罪行而遭受任何不利待遇。不利待遇包括解雇、纪律处分、威胁或其他因提出疑虑而导致的不利待遇。如果您认为自己遭受了任何此类待遇，则应立即通知您的直属经理、人事经理、运营部高级总监或执行理事。如果此问题未得到解决，并且您是雇员，则应使用我们的申诉程序正式提出。

We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform your immediate manager, the HR Manager, the Senior Director – Operations, or the Executive Director immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

### **14. 培训与沟通 TRAINING AND COMMUNICATION**

14.1 有关此政策的培训是所有新员工入职过程的一部分。培训结束后，所有员工将被要求签署一份声明，以确认他们已了解该政策规定的义务。

Training on this policy forms part of the induction process for all new workers. After this training all workers will be asked to sign a statement to confirm that they have understood their obligations under the policy.

14.2 所有现员工将接受有关如何实施和遵守本政策的相关培训。

All existing workers will receive relevant training on how to implement and adhere to this policy.

14.3 该政策将在我们的内网上公开，供所有员工随时查看。

This policy will be made available on the organisation's intranet for all workers to review at any time.

### **15. 谁对政策负责？ WHO IS RESPONSIBLE FOR THE POLICY?**

15.1 国际野生生物贸易研究组织（TRAFFIC International）全面负责确保此政策符合我们的法律和道德义务，并确保我们管理的所有人员均遵守该政策。

TRAFFIC International has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

15.2 机构运营部高级总监主要负责此政策的执行和日常工作，负责监视其使用和有效性，以及处理对其理解上的任何疑问。

The organisation's Senior Director – Operations has primary and day-to-day responsibility for implementing this policy, and for monitoring its use and effectiveness and dealing with any queries on its interpretation.

15.3 各办事处负责人负责监督本政策在各办事处的执行情况。他们还应确保其员工了解并理解该政策，并对员工进行适当的相关培训。

Heads of offices are responsible for overseeing the implementation of this policy throughout their office. They should also ensure that their workers are made aware of and understand this policy, and that they are given adequate and relevant training on it.

15.4 各级管理层有责任确保向其汇报工作的人员了解并理解该政策，并对其进行适当的相关培训。

Management at all levels are responsible for ensuring that those reporting to them are made aware of and understand this policy and that they are given adequate and relevant training on it.

## **16. 监督与审查 MONITORING AND REVIEW**

16.1 机构运营部高级总监将监督本政策的有效性、审查本政策的执行，并定期考虑本政策的适用性、充分性和有效性。在董事会积极和深思熟虑的参与后，将尽快进行所有确定的改进。

The organisation's Senior Director – Operations will monitor the effectiveness and review the implementation of this policy, regularly considering its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible, with active and considered engagement from the board.

16.2 内部管理系统和程序将接受定期审核，以确保它们能有效打击贿赂和腐败方面。所有员工均应对此政策的成功负责，并确保他们使用它来披露任何可疑的危险或不当行为。本政策不构成任何员工的雇用合同的一部分，可以随时进行修改。

Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption. All workers are responsible for the success of this policy and should ensure they use it to disclose any suspected danger or wrongdoing. This policy does not form part of any employee's contract of employment and it may be amended at any time.

## 附表 潜在风险情境：警示标志

### Schedule Potential risk scenarios: warning flags

以下是在您为我们工作期间可能出现的警示标志列表。基于各种反贿赂和反腐败法律，这些情况可能引起关切。该列表并非详尽无遗，仅用于说明目的。

The following is a list of possible warning flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

如果您在为我们工作时遇到任何这些警示标志，则必须按照我们的举报政策中规定的程序及时进行报告。

If you encounter any of these warning flags while working for us, you must report them promptly using the procedure set out in the organisation's Whistleblowing Policy:

1. 您意识到第三方从事或被指控从事不当商业行为的；

you become aware that a third party engages in, or has been accused of engaging in, improper business practices;

2. 您耳闻第三方参与行贿或索贿，或与外国政府官员有特殊关系；

you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a special relationship with foreign government officials;

3. 第三方坚持要求在与我们签订合同或为我们执行政府职能或程序之前收取服务费或费用；

a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;

4. 第三方要求以现金付款和/或拒绝签署正式的服务费或费用协议，或拒绝提供付款的发票或收据；

a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;

5. 第三方要求向非其居住或开展业务的国家或地区付款；

a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;

6. 第三方忽然要求额外的费用或佣金以促进一项服务；

a third party requests an unexpected additional fee or commission to facilitate a service;

7. 第三方在开始或继续合同谈判或提供服务之前要求提供大量娱乐、招待或礼物；

a third party demands lavish entertainment, hospitality or gifts before commencing or continuing

contractual negotiations or provision of services;

8. 第三方要求付款以掩盖潜在的法律违规行为；

a third party requests that a payment is made to overlook potential legal violations;

9. 第三方要求您为其朋友或亲戚提供工作或其他好处；

a third party requests that you provide employment or some other advantage to a friend or relative;

10. 您注意到我方收到的发票上的服务费或者费用，金额显示远远大于所获得的服务；

you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;

11. 第三方要求使用我们通常不使用或不了解的代理、中介、顾问、经销商或供应商的；

a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us; or

12. 或者，第三方为您提供过于慷慨的礼物或给予奢华的款待。

you are offered an unusually generous gift or offered lavish hospitality by a third party.

Signed by : \_\_\_\_\_

签字人：

Signed Date:

签字日期：

## TENDER APPLICATION TEMPLATES

### Template 1: Identification of the Contractor

<b>Services to be provided:</b>	<b>Research on African Grey Parrot consumer identification, profile, motivation and behaviour insights</b>
<b>Project:</b>	TRAFFIC Project “Demand Reduction and Behaviour Change Along China’s Parrot Supply Chains”
<b>Cooperative Agreement:</b>	

<b>COMPANY OR INDIVIDUAL:</b>	
Name:	
Address:	
Website (if applicable):	
Company registration number:	
China’s Personal ID Number (if applicable) :	
Proof of incorporation (please provide a scanned PDF image):	
Country of registration for tax purposes :	
Are taxes included in your tender budget? Y/N	
If Yes, what is the percentage?	

<b>PERSON AUTHORISED TO SIGN CONTRACT:</b>	
Name and Position:	
<i>Address where contract should be sent (if different from above):</i>	

<b>PERSON FOR ROUTINE CONTACT:</b>	
Name and Position: <i>(if different from above):</i>	
Address:	
Telephone and E-mail:	

**STATEMENT**

I, the undersigned, being an authorised signatory of the above contractor, hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We have no conflicts of interest that have not been disclosed and are eligible to receive UK DEFRA IWTCF funding. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our Technical offer and our Financial offer:

- Template 1: Identification of the Contractor
- Template 2: Contractor Background
- Key personnel CVs
- Template 3: Contractor Statement of Delivery
- Template 4: Financial Offer and Budget

This tender is subject to acceptance within the validity period stipulated in Clause 2.9.

Authorised Tenderer Representative: .....

Signature: .....

Date: .....

## Template 2: Contractor Background

### 1. CONTRACTOR RESOURCES

Provide the following statistics on staff for the current calendar year and the two previous years.

Annual Staffing	Year before prior		Prior year		Current year		Period average	
	Overall	Relevant skills	Overall	Relevant skills	Overall	Relevant skills	Overall	Relevant skills <sup>1</sup>
Permanent staff								
Other staff								
Total								

Does your company rely on sub-contractors to respond to significant components of the proposed services under this tender? YES / NO (delete as applicable)

If YES, please list NAME, ADDRESS, WEBSITE, COUNTRY OF REGISTRATION for proposed sub-contractors

### 2. KEY PERSONNEL

Identify the key person(s) who will be delivering the Scope of Work, the role they will deliver, and past experience (100 words per person).

NAME	SUMMARY OF EXPERIENCE AND ROLE	F/T or P/T

<sup>1</sup> Number of staff with experience relevant to the Scope of Work

*Include additional rows as necessary.*

**Please submit CVs for key personnel identified above.**

**3. EXPERIENCE**

Please provide three examples of relevant experience within the past 3 years (max 3 pages):

<b>CONTRACTING COMPANY/ORGANISATION</b>					
<b>COMPANY/ORGANISATION CONTACT</b>					
<b>Overall contract value (CNY):</b>	CNY	<b>No. of staff included:</b>		<b>Dates (start/end):</b>	
<b>Description of role and deliverables</b>		<b>Approaches that made the delivery a success</b>		<b>Challenges that were addressed</b>	

<b>CONTRACTING COMPANY/ORGANISATION</b>					
<b>COMPANY/ORGANISATION CONTACT</b>					
<b>Overall contract value (CNY):</b>	CNY	<b>No. of staff included:</b>		<b>Dates (start/end):</b>	
<b>Description of role and deliverables</b>		<b>Approaches that made the delivery a success</b>		<b>Challenges that were addressed</b>	

<b>CONTRACTING COMPANY/ORGANISATION</b>					
<b>COMPANY/ORGANISATION CONTACT</b>					
<b>Overall contract value (CNY):</b>	CNY	<b>No. of staff included:</b>		<b>Dates (start/end):</b>	
<b>Description of role and deliverables</b>		<b>Approaches that made the delivery a success</b>		<b>Challenges that were addressed</b>	

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### Template 3: Contractor Statement of Delivery

Please provide a description of how you/your company would approach the Scope of Work detailing: the design of a primary research to build profiles of AGP and other endangered African Parrots' consumers; behavior maps; priority knowledge gaps; relevant messages that can engage and resonate, trusted messengers/platforms; exploration and identification of desired alternative behavior and levers to change (e.g. economic benefits, social norms, long-term sustainability) in respect of the Scope of Work (max 5,000 words; you may attach a separate document instead).

## Template 4: Financial Offer and Budget

Please provide a detailed breakdown of the budget using the supporting template.

 Template 4 - Financial Offer and Budget Re...

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For TRAFFIC use only:

Agreement Number: \_\_\_\_\_

Admin Officer: \_\_\_\_\_

Comments: