

## Legal and Compliance Requirements

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Given The World Federation of KSIMC's (TWF) status as a UK-registered charity operating across multiple jurisdictions, vendors must meet the following legal and compliance requirements to ensure adherence to applicable laws, safeguard TWF's interests, and align with its objectives:

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### 1. Vendor Due Diligence (DD)

As part of the proposal, vendors must provide detailed due diligence information, including:

- **Company Details:** Legal name, registration number, country of incorporation, and proof of legal existence.
  - **Financial Stability:** Audited financial statements for the past three years.
  - **Ownership and Governance:** Details of the ownership structure and identities of key stakeholders or directors.
  - **Regulatory Compliance:** Confirmation of compliance with applicable laws, including data protection, tax, and employment regulations.
  - **Litigation and Investigations:** Disclosure of any ongoing or past legal disputes, regulatory actions, or investigations.
  - **References:** Contact details and summaries of similar projects completed for previous clients.
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### 2. Data Protection and Privacy

- **GDPR Compliance:**
  - Ensure the platform adheres to GDPR standards, including principles of data minimization, purpose limitation, and the rights of data subjects (e.g., access, rectification, erasure).

- Implement valid consent mechanisms for data processing, especially for special category data.
  - **Regional Data Protection Laws:**
    - Adhere to local data protection regulations in regions such as India, Pakistan, Africa, and Canada.
    - Provide data localization options where required, with workflows for anonymized data sharing across jurisdictions.
  - **Cross-Border Data Transfers:**
    - Ensure compliance with cross-border data transfer laws through mechanisms like Standard Contractual Clauses (SCCs) or Binding Corporate Rules (BCRs).
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### **3. Charity Law Compliance**

- The platform must support TWF’s obligations under UK charity law, including:
    - Transparent reporting mechanisms for expenditures related to the project.
    - Use of data solely for TWF’s charitable purposes and in alignment with Islamic values.
    - Prohibition of activities such as monetizing member data for commercial gain.
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### **4. Contractual Obligations**

The selected vendor will be required to enter into a legally binding contract with TWF, incorporating but not limited to the following key provisions:

#### **a. Representations and Warranties**

- Compliance with all applicable laws and regulations.
- Assurance that the solution will be fit for purpose, defect-free, and perform as specified.
- Confirmation that intellectual property used in the solution is owned or properly licensed.

## **b. Indemnities**

- The vendor will indemnify TWF against claims arising from:
  - Data breaches or non-compliance with data protection laws.
  - Intellectual property infringement.
  - Losses due to gross negligence, fraud, or willful misconduct.

## **c. Liability**

- Liability caps will exclude:
  - Gross negligence or willful misconduct.
  - Data protection violations.
  - Fraudulent activities.

## **d. Termination Rights**

- TWF reserves the right to terminate for cause, including breaches of contractual obligations, failure to meet project milestones, or legal non-compliance.

## **e. Confidentiality and Data Protection**

- Confidentiality clauses protecting all data accessed during the project.
- Execution of Data Processing Agreements (DPAs) compliant with GDPR and regional laws.

## **f. Audit and Monitoring Rights**

- TWF will have the right to:
  - Conduct periodic audits of the vendor's systems and processes.
  - Receive compliance and performance reports from the vendor.

## **g. Intellectual Property and Data Ownership**

- TWF retains ownership of all data collected through the platform.
- Custom-developed features or enhancements must be assigned to TWF upon project completion.

#### **h. Dispute Resolution**

- The contract will include provisions for dispute resolution through mediation or arbitration.
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### **5. Data Security and Accessibility**

- **Encryption Standards:** Data must be encrypted at rest and in transit using industry-standard protocols.
  - **Access Controls:** Role-based permissions must be implemented to prevent unauthorized access.
  - **Accessibility Standards:** The solution must comply with Web Content Accessibility Guidelines (WCAG) to ensure inclusivity.
  - **ISO Standards:** Vendors must demonstrate adherence to globally recognized cybersecurity and data management standards, such as ISO 27001 for Information Security Management Systems.
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### **6. Business Continuity and Disaster Recovery**

- Vendors must provide a comprehensive disaster recovery plan, including regular data backups and system continuity measures in the event of failure.
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### **7. Ethical Use of Data**

- Data must be used solely for the purposes outlined in this RFP and in alignment with TWF's Islamic values and charitable objectives.
  - Vendors must ensure that data will not be repurposed or sold without explicit consent.
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## **8. Transparency and Financial Accountability**

- Vendors must provide a detailed cost breakdown, covering development, licensing, maintenance, and potential future costs.
  - Regular financial reporting and transparency in billing will be required.
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### **Acknowledgment of Legal and Compliance Requirements**

All vendors must include a signed acknowledgment in their proposals confirming the following:

#### **1. Understanding of Requirements**

- The vendor has reviewed the Legal and Compliance Requirements section in full and understands all obligations outlined therein.

#### **2. Commitment to Compliance**

- The vendor agrees to implement all necessary measures to ensure compliance with applicable laws and regulations, including data protection, cybersecurity, and charity law requirements.
- The vendor will collaborate with TWF to execute any supplementary agreements, such as Data Processing Agreements (DPAs), to maintain compliance throughout the project lifecycle.

#### **3. Agreement to Contract Terms**

- The vendor acknowledges that, if selected, they will enter into a binding contract with TWF incorporating provisions for representations, warranties, indemnities, confidentiality, intellectual property ownership, and other terms outlined in this document.

#### **4. Accuracy of Information Provided**

- The vendor confirms that all information provided as part of the proposal, including due diligence materials, is accurate and complete to the best of their knowledge.
  - The vendor acknowledges that failure to disclose relevant information may result in disqualification or termination of the agreement.
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### **Acknowledgment and Agreement**

By signing below, the vendor confirms their understanding of and commitment to the Legal and Compliance Requirements as set out in this RFP and agrees to comply with all related obligations.

**Vendor Name:** \_\_\_\_\_

**Authorized Representative Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_