

TERMS AND CONDITIONS FOR THE SUPPLY OF PRODUCTS (SERVICES, GOODS OR BOTH) TO WWF-UK BY
A THIRD PARTY SUPPLIER

These WWF-UK Terms and Conditions (the "Terms") set out the terms and conditions on which WWF-UK, a charity registered in England and Wales no 1081247 and in Scotland no SC039593 and a company limited by guarantee no 4016725 and/or WWF-UK (World Wide Fund for Nature) Trading Limited, a company limited by share capital no 892812, both parties hereafter known as "WWF-UK" with registered office at The Living Planet Centre, Rufford House, Brewery Road, Woking, Surrey, GU21 4LL shall contract with you, the "Supplier" for the Products set out in the Purchase Order (each as defined below). By acknowledging the Purchase Order or commencing the Services or delivering the Goods, whichever is sooner, unless otherwise stated on the Purchase Order, the Supplier hereby agrees to be bound by these Terms.

Unless otherwise agreed in writing by WWF-UK, this Contract supersedes all prior arrangements, agreements and understandings and any previously issued terms and conditions of purchase or supply. No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document will form part of the Contract except to the extent that WWF-UK agrees in writing. In the event of a conflict between the terms appearing in the Purchase Order and these Terms, the latter shall prevail.

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply in this Contract:

Commencement Date: the date stated on the Purchase Order;

Completion Date: the date stated on the Purchase Order or the date on which the Products are delivered to the satisfaction of WWF-UK;

Confidential Information: all information however recorded or preserved, whether or not marked or expressed to be confidential relating to the business, products, affairs finances and trade secrets of WWF-UK for the time being confidential to WWF-UK including, without limitation, technical data and know-how relating to the business of WWF-UK or any of its contacts;

Contract: the agreement between WWF-UK and the Supplier for the sale and purchase of the Products incorporating the Purchase Order and these Terms;

Engagement: the engagement of the Supplier by WWF-UK to provide the Products in accordance with the terms of the Contract;

Goods: any goods and other physical material set out in the Purchase Order to be supplied by the Supplier to WWF-UK, including any goods supplied as part of the Services;

Individual: a named person appointed by the Supplier named on the Purchase Order, including any Substitute;

Insurance Policies: commercial general liability insurance cover, employer's liability insurance cover, public liability insurance cover and professional indemnity insurance cover;

Intellectual Property: patents, rights in and to Inventions and Works, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill and to sue for passing off, rights in designs, rights in computer software (including source code and object code), database rights, rights in confidential information (including technical data know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

Invention: any invention, idea, discovery, development, improvement or innovation made by the Supplier or by the Individual in connection with the provision of the Products, whether or not patentable or capable of registration, and whether or not recorded in any medium;

Products: the Services, the Goods, or both of them as the case may be, to be provided by the Supplier to WWF-UK and as more particularly described in the Purchase Order;

Purchase Order: WWF-UK's order for the Products from the Supplier, including any and all attachments;

Services: any services set out in the Purchase Order to be carried out by the Supplier for WWF-UK;

Substitute: a substitute for the Individual appointed under the terms of clause 3.3.

Termination Date: the date of termination of this Contract howsoever arising;

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments,

improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Supplier or the Individual in connection with the provision of the Products.

WWF International: means WWF-World Wide Fund for Nature (formerly World Wildlife Fund), a foundation incorporated under the laws of Switzerland currently having its offices in Gland, Switzerland.

Youth Data: means the personal data of a person under the age of 18.

1.2. The headings in this Contract are inserted for convenience only and shall not affect its construction.

1.3. A reference to a particular law is a reference to it as it is in force for the time being taking into account any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4. A reference to one gender includes a reference to the other gender.

2. TERM OF ENGAGEMENT

2.1. WWF-UK shall engage the Supplier, and where applicable, the Supplier shall make available to WWF-UK the Individual, to provide the Products on the terms of this Contract.

2.2. The Engagement shall commence on the Commencement Date and shall continue until the Completion Date stated on the Purchase Order unless and until terminated:

2.1.1. as provided by the terms of this Contract; or

2.1.2. by WWF-UK giving to the Supplier not less than four weeks' prior written notice; or

2.1.3. by the Supplier giving to WWF-UK not less than four weeks' prior written notice.

3. SERVICES

3.1. Where Services are supplied during the Engagement, the Supplier shall, and (where appropriate) shall procure that the Individual shall:

3.1.1. Provide the Services with all due skill, care and diligence in accordance with best industry practices and requirements using the standard of skill and care which is ordinarily exercised by experienced and competent contractors performing services of a similar nature and scope;

3.1.2. comply with such reasonable regulations and directions as WWF-UK may from time to time prescribe in connection with the provision of the Services;

3.1.3. make available sufficient, experience, qualified, trained and skilled personnel and facilities and resources as may be required to perform its obligations under this Contract;

3.1.4. ensure that the Services conform with the descriptions and/or specifications set out in the Contract and the Works are fit for any reasonable purpose communicated by WWF-UK;

3.1.5. provide the Services to WWF-UK at such times and places as may be necessary for the proper provision of the Services and which may be agreed between the parties from time to time;

3.1.6. not infringe any third party rights or cause WWF-UK to infringe any such rights.

3.2. If the Individual is unable to provide the Services due to illness or injury the Supplier shall advise WWF-UK of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 5 in respect of any period during which the Services are not provided.

3.3. The Supplier may, with the prior written approval of WWF-UK, and subject to clause 11.2 and the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services instead of the Individual, provided that the Substitute shall be required to enter into direct written undertakings with WWF-UK, including with regard to confidentiality. If WWF-UK accepts the Substitute, the Supplier shall continue to invoice WWF-UK in accordance with clause 5 and shall be responsible for the remuneration of the Substitute. For the avoidance of doubt, any Substitute shall be prohibited from sub-contracting the Services without WWF-UK's prior written consent.

3.4. The Supplier shall be, and shall procure that the Individual is, available at all times on reasonable notice to provide such assistance or information as WWF-UK may require.

3.5. Unless it or he/she has been specifically authorised to do so by WWF-UK in advance in writing:

3.5.1. neither the Supplier nor the Individual shall have any authority to incur any expenditure in the name of or for the account of WWF-UK; or

3.5.2. the Supplier shall not hold itself (and shall procure that the Individual shall not hold himself) out as having authority to bind or legally commit WWF-UK to any third party.

4. GOODS

4.1. Any Goods supplied will be fit for purpose, new and of good construction, sound materially, of adequate strength and free of defects in design, materials and workmanship. Notwithstanding the aforementioned, Goods supplied must comply with the Purchase Order and implied conditions, warranties and terms contained in the Sales of Goods Act 1979, and Supply of Goods and Services Act 1982, and any related statutes, and with any specification of the British Standards Institution (or equivalent) which is relevant to the Goods as at the Commencement Date.

4.2. All Goods must be adequately protected against damage and deterioration in transit and delivered, unless otherwise agreed in writing, carriage paid. Any information related to the handling and storage of Goods upon receipt is to be clearly marked on the packaging and accompanying paperwork. The Goods shall be at the Supplier's risk until delivered to WWF-UK at the location specified in the Purchase Order, unless WWF-UK agrees otherwise in writing. Title in the Goods shall pass to WWF-UK upon delivery or payment of the fees by WWF-UK pursuant to clause 5, whichever is the earlier. Unless otherwise provided in the Purchase

Order, the Supplier shall be considered responsible for the collection and disposal of all returnable packaging at no cost to WWF-UK.

5. FEES AND PAYMENT TERMS

- 5.1. The Supplier shall submit invoices to WWF-UK on completion of the Services or on delivery of the Goods (as applicable) or on an interim basis on the dates or deliverables (as applicable) specified in the Purchase Order.
- 5.2. Such invoices shall be prepared in sufficient detail to allow WWF-UK to assess progress against any targets contained in the Purchase Order. For work carried out on a time basis, invoices must be supported by records of time spent by the Supplier. Expenses incurred during the period of invoice must be shown separately and accompanied by all relevant receipts for such expenses. Expenses will only be paid in accordance with the WWF-UK Expenses Policy for Third Parties which is available from WWF-UK by request. It is the Supplier's responsibility to ensure that it has a copy of the WWF-UK Expenses Policy for Third Parties.
- 5.3. WWF-UK may reject an invoice if it is unclear or is not accompanied by the required supporting information.
- 5.4. The Purchase Order Number(s) must be included on all invoices that are submitted to WWF-UK for payment.
- 5.5. WWF-UK shall be entitled to deduct from the fees (and any other sums) due to the Supplier any sums that the Supplier may owe to WWF-UK at any time (including, but not limited to, for a breach of the terms of this Contract).
- 5.6. Without prejudice to WWF-UK's rights under clause 14, WWF-UK will pay the invoices on satisfactory performance of the Services or delivery of the Goods (as applicable).
- 5.7. WWF-UK will pay valid invoices within 30 days of receipt of the invoice.

6. OTHER ACTIVITIES

- 6.1. The Supplier warrants that, to the best of its knowledge and belief, it does not have and is unlikely to have, any conflict of interest in fulfilling the Engagement. If a conflict of interest arises, the Supplier will immediately give notice in writing of the conflict of interest or the risk of the conflict to WWF-UK.

7. CONFIDENTIAL INFORMATION AND COMPANY PROPERTY

- 7.1. The Supplier acknowledges that in the course of the Engagement it and the Individual (if applicable) will have access to Confidential Information. The Supplier has therefore agreed to accept the restrictions in this clause 7.
- 7.2. The Supplier shall not, and shall procure that the Individual shall not (except as required to perform this Contract) either during the Engagement or at any time after the Termination Date, use, copy or disclose to any firm, person or company (and shall use its best endeavours and procure that the Individual shall use its best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
 - 7.2.1. any use or disclosure authorised in advance by WWF-UK in writing or as required by law; or
 - 7.2.2. any information which is already in, or comes into, the public domain otherwise than through the Supplier's or the Individual's unauthorised disclosure.
- 7.3. For the avoidance of doubt this obligation extends to disclosure to the media.
- 7.4. At any time, WWF-UK may request the return, destruction or erasure of any and all Confidential Information (including originals, copies, reproductions and summaries of Confidential information) and WWF-UK materials being held or controlled by (or otherwise in the possession of) the Supplier and/or the Individual and the Supplier and/or Individual (as applicable) shall comply with this request within five (5) business days. Upon the request of WWF-UK, the Supplier and/or the Individual will certify in writing to WWF-UK that such return, destruction or erasure has been completed.
- 7.5. All documents, manuals, hardware and software provided for the Supplier or Individual's use by WWF-UK, and any data or documents (including copies) produced, maintained or stored on WWF-UK's computer systems or other electronic equipment (including mobile phones if provided by WWF-UK), shall at all times, remain the property of WWF-UK.

8. DATA PROTECTION AND GDPR

- 8.1. The following words and expressions used in this clause shall have the same meanings as defined in the Data Protection Act 1998 (the "Act"), unless otherwise defined in this clause: 'personal data', 'data controller', 'data processor', 'data subject' and 'process'.
- 8.2. The Service Provider shall comply, and shall procure that the Individual complies, at all times with the Act and the General Data Protection Regulations ("GDPR") (as given effect under English law) and all other relevant legislation and regulations in relation to the discharge of its obligations under this Contract.
- 8.3. In relation to any personal data processed by the Service Provider on behalf of WWF-UK in connection with this Contract (the "Personal Data"), WWF-UK shall be the data controller and the Service Provider shall be the data processor. Each party shall ensure where necessary that it has the correct registration under the Act. The Service Provider will only process the Personal Data on the documented instructions of WWF-UK.
- 8.4. The Service Provider shall and shall procure that the Individual shall:
 - 8.4.1. process any Personal Data solely for the purpose of fulfilling its obligations under this Contract and in accordance with the terms of this Contract;
 - 8.4.2. not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of the Personal Data to any third party (including the relevant data subject) without the prior written permission of WWF-UK or unless required by law;
 - 8.4.3. at all times retain and respect the confidentiality of the Personal Data;

- 8.4.4. take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or accidental loss or destruction of, or damage to the Personal Data;
- 8.4.5. take reasonable steps to ensure the reliability and training in UK data protection law of its employees, contractors and sub-contractors who have access to the Personal Data;
- 8.4.6. notify WWF-UK immediately if it is approached directly by a data subject, regulatory body or other third party in connection with this Contract and shall not respond to or act on any such communications without WWF-UK's prior agreement;
- 8.4.7. provide WWF-UK with full co-operation and assistance in relation to any complaint or request made in respect of any Personal Data;
- 8.4.8. permit WWF-UK or its external advisers (subject to reasonable and appropriate confidentiality undertakings) to meet with its appropriate personnel in order to obtain information regarding the measures taken by the Service Provider to ensure its full compliance with its obligations under this Contract;
- 8.4.9. not transfer any Personal Data outside the European Economic Area without the prior written consent of WWF-UK and, if such consent is given, to comply with the Eighth Data Protection Principle set out in Schedule 1 of the Act as if it were a data controller; and
- 8.4.10. comply with WWF-UK's written instructions and requirements in relation to the processing and transfer of the Personal Data.
- 8.5. The Service Provider shall notify WWF-UK within not more than 24 hours if it becomes aware of a breach of the Act and/or the GDPR in connection with this Contract and cooperate with WWF-UK where WWF-UK reasonably believes it needs to carry out a data privacy impact assessment.
- 8.6. Upon termination or expiration of this Contract, the Service Provider shall (i) cease (and shall ensure that its permitted sub-contractors and the Individual cease) immediately to process any of the Personal Data (ii) promptly return all Personal Data to WWF-UK in a format reasonably requested by WWF-UK, and (iii) thereafter destroy all copies of the Personal Data and certify their destruction in writing to WWF-UK unless otherwise instructed by WWF-UK.
- 8.7. The Service Provider will inform WWF-UK if it considers any instruction from WWF-UK would be in breach of the GDPR as given effect under English law.
- 8.8. The Service Provider will only use a sub-processor to process the Personal Data where it has the written consent of WWF-UK. The Service Provider will ensure that any such sub-processor will comply with the terms of clauses [] of this Contract. For the avoidance of doubt, the Service Provider shall remain liable and fully responsible for any processing of the Personal Data by a sub-processor.
- 8.9. The Service Provider will provide reasonable assistance to WWF-UK to comply with requests from data subjects to access, rectify, erase or objecting to the processing of their Personal Data.
- 8.10. The Service Provider shall cooperate with WWF-UK in the carrying out by WWF-UK (or any agent appointed by WWF-UK) of any audit of compliance by the Service Provider with the provisions of clauses 47-67, including facilitating reasonable access to its building(s), employees, systems and sub-processors.
- 8.11. The Supplier shall indemnify and keep indemnified WWF-UK (and its affiliates, as applicable) against all claims, costs, losses, liabilities and expenses which WWF-UK may suffer or incur directly or indirectly arising from, or in connection with, a breach of this clause 8.

9. INTELLECTUAL PROPERTY

- 9.1. The parties acknowledge that all Intellectual Property rights made by the Supplier or by the Individual in connection with the provision of the Products shall be owned by and vest immediately upon their creation in WWF-UK. All Works will be marked © WWF-UK [date of creation]. WWF-UK reserves the exclusive right to use, alter or amend any such Intellectual Property rights, the Works or Inventions at its sole discretion.
- 9.2. Copies of any photographic material included in any Works must be submitted to WWF-UK at WWF-UK's request. The Supplier warrants to WWF-UK that use of such photographic material and the Intellectual Property rights by WWF-UK and/or its affiliates for its or their own or its or their sponsors' fundraising or publicity purposes shall not infringe any third party rights.
- 9.3. The Supplier warrants to WWF-UK that it has obtained from the Individual: (1) a written and valid assignment, with full title guarantee of all existing and future rights, title and interest in and to the Intellectual Property and all materials embodying such rights and (2) a written irrevocable waiver of all the Individual's statutory moral rights in the Intellectual Property, to the fullest extent permissible by law, and that the Individual has agreed to hold on trust for and irrevocably assign on demand to WWF-UK any such rights that have not passed (or will not otherwise pass) to the Supplier under such assignment. The Supplier agrees to provide promptly to WWF-UK a copy of such assignment on request.
- 9.4. The Supplier hereby assigns to WWF-UK absolutely with full title guarantee, by way of present assignment of future rights, all existing and future rights, title and interest in and to the Intellectual Property. The Supplier hereby agrees to hold on trust for and irrevocably assign on demand to WWF-UK and such rights that do not vest in WWF-UK under this Contract or otherwise by operation of law. The Supplier agrees that it shall, and shall procure that the Individual shall, promptly execute all documents and do all acts as may, in the opinion of WWF-UK, be necessary to give effect to this clause 9. The Supplier agrees that it has no further right to compensation in respect of the same and that it will promptly disclose the existence of any such Intellectual Property rights and Inventions to WWF-UK.
- 9.5. The Supplier hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which they have or will have in producing any existing or future Works.
- 9.6. The Supplier will defend or, at WWF-UK's option, settle any action brought against WWF-UK arising from any claim that the use of the Products or the Intellectual Property rights by WWF-UK or any of its nominees

infringes any third party intellectual property right, and will indemnify and keep indemnified WWF-UK (and its affiliates, as applicable) against all claims, costs, losses, liabilities and expenses which WWF-UK may suffer or incur directly or indirectly in connection with such claim.

- 9.7. Nothing in this Contract permits the Supplier to use WWF International's or WWF-UK's registered and unregistered trade marks including, without limitation, the WWF initials and the panda logo and the Supplier hereby undertakes not to use any such WWF International or WWF-UK trade marks for any purposes whatsoever without the prior written consent of WWF-UK.

10. BRIBERY

- 10.1. The Supplier warrants to and undertakes with WWF-UK as follows:
- 10.1.1. Neither the Supplier nor the Individual, nor any of its officers or employees have been the subject of any prosecution for an offence involving bribery or corruption nor has the Supplier, so far as it is aware, been investigated for any corrupt activities and it shall promptly notify WWF-UK of the same;
 - 10.1.2. It shall comply with, and shall procure that the Individual complies with, all applicable laws (including but not limited to the Bribery Act 2010), regulations and codes of conduct in relation to anti-bribery and anti-corruption including any code of conduct issued from time to time by WWF-UK; and
 - 10.1.3. It shall maintain and implement its own anti-corruption policies and procedures in conformity with the Bribery Act 2010 and ensure that its employees, the Individual, and other persons associated with the Supplier comply with the same;
 - 10.1.4. It shall promptly notify WWF-UK if any of the circumstances referred to in this clause 10.1 change.
- 10.2. Further, the Supplier warrants and represents that neither it nor the Individual 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 the Supplier entering into this Contract or the provision of the Products under it.
- 10.3. The Supplier shall indemnify and keep indemnified WWF-UK (and its affiliates, as applicable) against all claims, costs, losses, liabilities and expenses which WWF-UK may suffer or incur directly or indirectly arising from, or in connection with, a breach of this clause 10.

11. MODERN SLAVERY

- 11.1. The Supplier undertakes, warrants and represents that:
- 11.1.1. neither the Supplier nor the Individual, any of its officers, employees, agents or subcontractors has:
 - (a) committed an offence under the Modern Slavery Act 2015 (a "**MSA Offence**"); or
 - (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - 11.1.2. it shall comply with the Modern Slavery Act 2015.
 - 11.1.3. it shall notify WWF-UK immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Supplier's obligations under clause 11.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of Supplier's obligations.
 - 11.1.4. Any breach of clause 11.1 by the Supplier shall be deemed a material breach of the agreement and shall entitle WWF-UK to terminate the Contract.
- 11.2. The Supplier shall not assign, delegate, subcontract, transfer, novate, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract, nor appoint any sub-contractor, sub-distributor or sub-agent without the prior written consent of WWF-UK, and subject to compliance with clauses 11.2.1 and 11.2.2 below.
- 11.2.1. Where the Supplier delegates or sub-contracts any of its duties or obligations under the Contract pursuant to clause 11.2 it shall at all times remain liable to WWF-UK for the performance of all of its duties and obligations under the Contract. The contract that the Supplier has with a sub-contractor must:
- 11.2.1.1. be in writing;
 - 11.2.1.2. contain substantially the same provisions as those provisions in this agreement, including an obligation to comply with the Modern Slavery Act 2015; and
 - 11.2.1.3. prohibit the sub-contractor from sub-contracting the Products it has agreed with the Supplier to provide.
- 11.2.2. If WWF-UK agrees that the Supplier may subcontract its obligations, the Supplier shall ensure it has the ability to audit its sub-contractor to ensure compliance with the Modern Slavery Act 2015.
- 11.3. The Supplier shall during the term of this agreement and for the period of six years thereafter maintain such records relating to the Products provided to WWF-UK under this agreement as may be necessary to trace the supply chain of such Products and to enable WWF-UK to determine the Supplier's compliance with the Modern Slavery Act 2015.
- 11.4. WWF-UK (or a third party acting on its behalf) shall have the right from time to time at its own cost to conduct an audit of the Supplier's operations, facilities and working conditions and its quality, environmental, ethical and health and safety procedures and systems to ensure the Supplier has the appropriate facilities, procedures, systems and personnel appropriate to and as may be required for the Supplier to perform the Services and/or provide the Goods in accordance with this agreement and the Modern Slavery Act 2015 and for that purpose shall be entitled to have access to the Supplier's premises and to any premises of the Individual during normal working hours on giving reasonable notice to the Supplier.
- 11.5. The Supplier shall, at its own cost, perform appropriate remediation actions to address any issues or failures identified by an audit carried out pursuant to clause 11.4 within such timescales as are agreed with

- WWF-UK. The nature of the remediation action to be taken is at the discretion of the Supplier, but such action must address the relevant findings of the audit.
- 11.6. The Supplier shall indemnify and keep indemnified WWF-UK (and its affiliates, as applicable) against all claims, costs, losses, liabilities and expenses which WWF-UK (and its affiliates, as applicable) may suffer or incur directly or indirectly arising from, or in connection with, a breach of this clause 11.

12. CHILD PROTECTION

- 12.1. The Supplier is responsible for the protection and security of any and all Youth Data produced by or transferred between the parties in furtherance of this Contract.
- 12.2. The Supplier will, and shall procure that the Individual shall, comply with the WWF-UK policies on the protection and safeguarding of children and Youth Data (which are available on request), to include but not be limited to:
- 12.2.1. obtaining a clear DBS certificate for any employee or person who comes into contact with children or Youth Data in furtherance of this Contract and requiring any sub-contractors engaged for the purpose of this Contract to do the same;
 - 12.2.2. ensuring that adequate data suppressions in relation to the use of Youth Data are in place and that access to Youth Data is limited to those people who need to have access to such Data in order to be able to perform the Supplier's obligations under this Contract;
 - 12.2.3. ensuring that all staff who come into contact with a child under the age of 18 either remotely or face-to-face, or who handle Youth Data in furtherance of this Contract, are adequately trained in the protection of children and Youth Data.
- 12.3. Where the Engagement involves the production or processing of Youth Data or any activity involving contact with a child under the age of 18, the Supplier will supply WWF-UK with its child protection policies within 14 days of the signature of this Contract. In the event that the Supplier does not have such policies as at the date of this Contract, it will ensure that they are put in place within two months of the signature of this Contract and such policies are to a standard that is acceptable to WWF-UK.
- 12.4. The Supplier shall indemnify and keep indemnified WWF-UK (and its affiliates, as applicable) against all claims, costs, losses, liabilities and expenses which WWF-UK (and its affiliates, as applicable) may suffer or incur directly or indirectly arising from, or in connection with, a breach of this clause 12 or any other claims, costs, losses and expenses arising from the misuse or mishandling of Youth Data.

13. INSURANCE, LIABILITY AND WARRANTY

- 13.1. The Supplier shall indemnify and shall keep indemnified WWF-UK (and its affiliates, as applicable) in full against all claims, costs, losses, liabilities and expenses suffered or incurred by WWF-UK and its affiliates, as applicable (including, but not limited to, reasonable legal costs) as a result of or in connection with:
- 13.1.1. any negligent or wilful acts or omissions of the Supplier, the Individual, its employees, agents or sub-contractors, in performing its obligations under this Contract;
 - 13.1.2. any claim made against WWF-UK (or its affiliates, as applicable) by a third party arising out of, or in connection with, the supply of the Products or the use of the Works, to the extent that such claim arises out of the breach, negligent performance, wilful acts or omissions of the Supplier, the Individual, its employees, agents or sub-contractors.
 - 13.1.3. any claim brought against WWF-UK (or its affiliates, as applicable) for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Products, except to the extent that the claim arises from compliance with any design or specification supplied by WWF-UK (and its affiliates, as applicable).
- 13.2. The Supplier shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies that are appropriate in respect of the provision of the Products.
- 13.3. The Supplier shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to WWF-UK.
- 13.4. At WWF-UK's request, the Supplier will supply copies of the Insurance Policies and evidence that the premiums on that have been paid.
- 13.5. Where Goods are supplied, whether or not as part of the Services, the Supplier shall make good, free of charge, any defect which may occur within 12 months of use, or 18 months from delivery whichever is the shortest period. The Supplier shall also ensure that the Goods supplied shall be available, and where applicable compatible spares to effect repairs, for a period of 7 years from the Commencement Date, or for the period shown in the Purchase Order.
- 13.6. For the avoidance of doubt, throughout the term of the Contract and after the Termination Date, the Supplier shall be and shall remain liable for any and all liabilities, damages, losses, costs, expenses (including management time and reasonable legal fees) and any charges of any type (whether of WWF-UK or its affiliates) howsoever arising out of or in connection with the acts and/or omissions of the Supplier's employees, agents and sub-contractors.
- 13.7. The Supplier represents and warrants that:
- 13.7.1. it has full right, power and authority to enter into this Contract and assign the rights assigned under this Contract;
 - 13.7.2. the Goods shall be provided in accordance with any specifications set out in the Purchase Order and, where applicable, any Goods shall be fit for their purpose and of satisfactory quality and the Service shall be provided in accordance with best practice prevailing in the Supplier's industry;
 - 13.7.3. the Services shall be performed with all due skill, care, diligence, prudence, foresight and judgement and by properly qualified personnel of the Supplier;
 - 13.7.4. the Services shall comply with the relevant requirements of any law or regulation which may be in force from time to time when the same are supplied or performed;

- 13.7.5. the Supplier shall specify in any delivery note or completion certificate any operational or health risk which may arise during handling, storage, use or disposal after use, including 'known' misuses of the Services;
- 13.7.6. it has not granted or given any licences or consents either expressly or impliedly to any other person to use the Works; and
- 13.7.7. no exploitation of the rights in the Works will infringe upon the rights of any third party.
- 13.7.8. WWF-UK's liability to the Supplier (and the Individual, Substitute and its affiliates (as applicable)), whether in contract or tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract shall not exceed, in relation to all claims arising in any year of the Contract, 100% of the fees paid and/or payable by WWF-UK to the Supplier in the relevant year of the Contract.

14. ACCEPTANCE

- 14.1. In the case of Products provided by the Supplier not conforming with this Contract, WWF-UK shall have the right to reject such Products within a reasonable time of their provision and to purchase equivalents elsewhere without prejudice to any other right which WWF-UK may have against the Supplier. Before exercising the said right to purchase elsewhere, WWF-UK shall give the Supplier reasonable opportunity to correct the unsatisfactory work in its own time and at its own expense and/or replace rejected Goods with goods which conform to this Contract. Where WWF-UK receives Goods unexamined, WWF-UK's rights to subsequently reject them if they do not comply with this Contract, or claim for shortage, shall not be prejudiced. When Goods are rejected, they will be returned at the Supplier's risk and expense.
- 14.2. The making of payment shall not prejudice WWF-UK's right of rejection.

15. CANCELLATION

- 15.1. Any time period of delivery, dispatch or completion shall be of the essence. WWF-UK shall also be entitled to cancel the Products or any part thereof and/or claim reimbursement for all losses and expenses suffered in the event that:
 - 15.1.1. the Supplier fails to provide the Products in accordance with the Purchase Order;
 - 15.1.2. the Supplier fails to make progress with providing the Products so as to jeopardise the purpose of the Products;
 - 15.1.3. the Supplier being given a reasonable period to rectify the situation, fails to provide an adequate or satisfactory Product;
 - 15.1.4. In the event of cancellation for any of the above reasons, or in the event of circumstances unforeseen at the Commencement Date resulting in the Product being no longer required, WWF-UK shall not be liable for any unfulfilled commitment.

16. TERMINATION

- 16.1. Notwithstanding the provisions of clause 2.2, WWF-UK may terminate the Contract with immediate effect without notice and without liability to pay any remuneration, compensation or damages if at any time:
 - 16.1.1. the Supplier or the Individual commits any serious or repeated breach or non-observance of any of the provisions of this Contract or refuses or neglects to comply with any reasonable and lawful directions of WWF-UK; or
 - 16.1.2. the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
 - 16.1.3. the Supplier makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Supplier; or
 - 16.1.4. the Individual is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 20 working days in any 12 month consecutive period; or
 - 16.1.5. the Supplier or the Individual acts in any manner which in the opinion of WWF-UK brings or is likely to bring the Individual, the Supplier, or WWF-UK into disrepute or is materially adverse to the interests of WWF-UK.
- 16.2. The rights of WWF-UK under clause 16.1 are without prejudice to any other rights that it might have at law to terminate the Contract or to accept any breach of this Contract on the part of the Supplier as having brought the Contract to an end. Any delay by WWF-UK in exercising its rights to terminate shall not constitute a waiver thereof.

17. OBLIGATIONS UPON TERMINATION

- 17.1. On the Termination Date the Supplier shall on request and shall procure that the Individual shall:
 - 17.1.1. immediately deliver to WWF-UK all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of WWF-UK together with any keys and any other property, which are in its or his/her possession or under its or his/her control;
 - 17.1.2. irretrievably delete any information relating to the business of WWF-UK stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his/her possession or under its or his/her control outside the premises of WWF-UK.

18. STATUS

- 18.1. The relationship of the Supplier (and the Individual) to WWF-UK will be that of independent contractor and nothing in this Contract shall render it (nor the Individual or any Substitute) an employee, worker, agent or

partner of WWF-UK and the Supplier shall not hold itself out as such and shall procure that the Individual, nor Substitute, shall not hold himself/herself out as such.

- 18.2. This Contract constitutes a contract for the provision of services and/or goods and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify and shall keep indemnified WWF-UK (and its affiliates, as applicable) for and in respect of payment of the following within the prescribed time limits:

- 18.2.1. any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the provision of the Products or any payment or benefit received by the Individual (or their associates or Substitute) in respect of the Products, where such recovery is not prohibited by law. The Supplier shall further indemnify and shall keep indemnified WWF-UK type (and its affiliates, as applicable) against all reasonable costs, expenses and any penalty, fine, or interest incurred or payable by WWF-UK (or its affiliates) in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
- 18.2.2. any liability for an employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual or any Substitute against WWF-UK arising out of or in connection with the provision of the Products;
- 18.2.3. any and all loss, damage or liability (whether criminal or civil) and legal fees and costs incurred by WWF-UK resulting from a breach of this Contract by the Supplier including any act, neglect or default which results in any successful claim by any third party.

19. FORCE MAJEURE

- 19.1. If due to war, strikes, industrial action short of a strike, import or export embargo, lockouts, accidents, fire, blockade, flood or natural catastrophes over which the Supplier has no control, the Supplier fails to perform the Services under this Contract, it shall not be held responsible for any loss or damage which may be incurred as a result of such failure. Should the event of force majeure continue for longer than one month, WWF-UK shall have the option of terminating this Contract immediately without further liability other than such liabilities as have already been accrued (but, for the avoidance of doubt, WWF-UK shall not be obliged to pay any fee pursuant to clause 5 for any Services or Products that have not been rendered during the event of force majeure).

20. VARIATION

- 20.1. No variation of this Contract or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

21. THIRD PARTY RIGHTS

- 21.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract and no person other than the Supplier and WWF-UK shall have any rights under it. The terms of this Contract may be varied, amended or modified or this Contract may be suspended, cancelled or terminated by agreement in writing between the parties or this Contract may be rescinded (in each case), without the consent of any third party.

22. GOVERNING LAW AND JURISDICTION

- 22.1. This Contract and any non-contractual obligations arising from or in connection with it shall be governed by and construed in accordance with the law of England and Wales.
- 22.2. In relation to any legal action or proceedings arising out of or in connection with this Contract (whether arising out of or in connection with contractual or non-contractual obligations) ("Proceedings"), each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales and each of the parties waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inappropriate forum.

23. ENTIRE AGREEMENT

- 23.1. This Contract contains the entire understanding between the parties relating to its subject matter and extinguishes any prior drafts, agreements and undertakings, whether in writing or oral, relating to such subject matter, except to the extent that the same are repeated in the Contract. The parties acknowledge that they have not entered into this Contract in reliance wholly or partly on any statement, warranty, undertaking or representation made by one to the other except as specifically contained or referred to herein.

24. ASSIGNMENT

- 24.1. No party hereto shall be entitled to assign the whole or part of this Contract without the written consent of the other.

25. MISCELLANEOUS

- 25.1. The failure of either party to exercise or enforce any right conferred upon that party under this Contract shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time thereafter.
- 25.2. If any provision of this Contract is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of this Contract and shall not cause the invalidity or unenforceability of the remainder of this Contract.
- 25.3. Nothing in this Contract shall be construed as constituting a partnership between its parties (or between WWF-UK and the Individual) or as constituting either Party (or the Individual) as the agent of the other for any purpose.