

SUPPLY AGREEMENT FOR PROCUREMENT OF SERVICES

STANDARD

This Supply Agreement is made on the date of the last signature between the parties.

SUPPLY AGREEMENT PARTICULARS

1. Parties

- (1) [WWF-UK, a company limited by guarantee registered in England and Wales (company no. 4016725) and a charity registered in England and Wales (charity no. 1081247) and in Scotland (charity no. SC039593) / **WWF-UK (World Wide Fund for Nature) Trading Limited**, a company registered in England and Wales with company number 892812], whose registered address is Living Planet Centre, Brewery Road, Woking, Surrey, GU21 4LL ("WWF-UK"); and
- (2) [**SUPPLIER NAME**], [a company registered in England and Wales (company no. [Supplier Company Number]) / an individual], whose registered address is [Supplier Address] (the "**Supplier**").

2. Term

- 2.1. The Term of this Supply Agreement shall be as follows:

Start Date: [Start Date].

End Date: [End Date], unless terminated earlier in accordance with the terms of this Supply Agreement.

3. Basis of Contract

- 3.1. This Supply Agreement consists of the following parts:

- (a) Supply Agreement Particulars
- (b) Schedule 1A - Services and Deliverables
- (c) Schedule 1B - Scheduled Delivery Plan
- (d) Schedule 1C - Costs
- (e) Schedule 2 - Data Protection
- (f) Schedule 3 - Terms & Conditions

- 3.2. Unless otherwise defined, terms defined in the Supply Agreement Particulars shall have the same meaning in the schedules and vice versa.

- 3.3. The Supplier shall supply the Services, as detailed in Schedule 1A, in accordance with the terms of this Supply Agreement.

Signed by the duly authorised representatives of the parties on the dates set out below.

Signed for and on behalf of [WWF-UK / **WWF-UK (World Wide Fund for Nature) Trading Limited**]:

Name:

Title:

Date Signed:

Signed for and on behalf of [**Supplier Name**]:

Name:

Title:

Date Signed:

SCHEDULE 1A: SERVICES AND DELIVERABLES

The Supplier has agreed to supply the following services under this Supply Agreement:

Services	

The Supplier has agreed to supply the following deliverables as part of the services set out above:

Deliverables	

SCHEDULE 1B: SCHEDULED DELIVERY PLAN

The following specifics shall apply to the supply of the Services:

Scheduled Delivery Date(s)	
Delivery Location	
Key Performance Indicators (KPIs)	
Reporting and governance of KPIs	

SCHEDULE 1C: COSTS

1. Payment Terms

The Supplier shall invoice WWF-UK at any time after the agreed date or milestone for invoicing which is set out in the table in paragraph 2 below.

WWF-UK shall pay any undisputed invoiced amounts within 30 days of the date of a correctly rendered invoice.

Further payment terms are set out in detail in clause 10 of the Terms & Conditions.

2. Agreed Costs

The agreed costs for the Services and the agreed dates and/or milestones for raising invoices are as follows:

Service	Agreed cost (exclusive of VAT)	Agreed date and/or milestone for invoicing

Total cost payable by WWF-UK to the Supplier under this Supply Agreement (exclusive of VAT)	
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3. Expenses

The permitted expenses that WWF-UK shall pay to the Supplier in addition to the costs set out in paragraph 2 are as follows:

Permitted Expense	Maximum permitted amount (exclusive of VAT)
Not Applicable	£0.00

SCHEDULE 2: DATA PROTECTION

1. The definitions in clause 16 of the Terms & Conditions apply to this schedule.
2. The Parties shall at all times comply with their data protection obligations set out in the Data Protection Legislation.
3. The extent of the Personal Data to be processed under this Supply Agreement is indicated in the table below:

Extent of the Personal Data to be processed under this Supply Agreement:	[OPTION A / OPTION B]
<p>OPTION A: In relation to the supply of Services under this Supply Agreement, the Supplier will process Personal Data on behalf of WWF-UK. In relation to the Personal Data being processed, WWF-UK shall be the Controller and the Supplier shall be the Processor. (Paragraph 4 sets out the particulars of the processing).</p> <p>OPTION B: In relation to the supply of Services under this Supply Agreement, WWF-UK and the Supplier do not intend for the Supplier to process any Personal Data. (Paragraph 4 may be disregarded as not applicable).</p>	

4. Where the table above indicates that the Supplier shall act as a Processor under this Supply Agreement (marked option A), the table below applies and sets out the particulars of the processing:

Brief description of the processing of Personal Data that will be carried out under this Supply Agreement	
Duration of processing of Personal Data	
Nature of the processing that will be carried out (<u>all applicable boxes are to be marked</u>)	<p><u>All applicable are marked:</u></p> <p><input type="checkbox"/> Collection/recording</p> <p><input type="checkbox"/> Storage/organisation</p> <p><input type="checkbox"/> Use/consultation</p> <p><input type="checkbox"/> Adaptation/alteration</p> <p><input type="checkbox"/> Transfer to a third party</p> <p><input type="checkbox"/> Transfer outside the EEA</p> <p><input type="checkbox"/> Disclosure/dissemination</p> <p><input type="checkbox"/> Combination/alignment</p> <p><input type="checkbox"/> Retention (either during the term of this Supply Agreement or after)</p> <p><input type="checkbox"/> Destruction/erasure</p> <p><input type="checkbox"/> Other (please list):</p>
Method of processing of Personal Data	
Purpose of processing Personal Data	

Categories of Personal Data involved	
Categories of Data Subjects involved	

SCHEDULE 3: TERMS & CONDITIONS

1. Interpretation

The following definitions and rules of interpretation apply in these Terms & Conditions and, unless otherwise defined, in this Supply Agreement.

1.1 Definitions:

Background IPRs: any Intellectual Property Rights, other than Foreground IPRs, that are used in the course of or in connection with the Supplier's performance of this Supply Agreement, whether or not owned by or licensed to the relevant party.

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 either WWF-UK or the Supplier, for the time being confidential to WWF-UK or the Supplier including, without limitation, technical data and know-how relating to the business of the relevant party.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be interpreted accordingly.

Data Protection Legislation: has the meaning set out in clause 16 (Data protection).

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery Location: the agreed location for delivery of Services as set out in this Supply Agreement.

Foreground IPRs: any Intellectual Property Rights that are developed for the purpose of the Supplier's performance of this Supply Agreement.

Individual: a named individual who is appointed by the Supplier and specified in this Supply Agreement.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Purchase Order: WWF-UK's purchase order form, including any attachments, which has been issued to the Supplier in WWF-UK's procurement system and accepted by the Supplier.

Scheduled Delivery Date(s): the date(s) that the Services are scheduled to be delivered as set out in this Supply Agreement.

Services: the services, including any Deliverables, to be provided by the Supplier under this Supply Agreement.

Service Specification: the description or specification for Services which is set out in this Supply Agreement.

Start Date: has the meaning given in clause 3.1.

Supplier: the person or firm from whom WWF-UK has contracted to purchase the Services and is named in this Supply Agreement.

Supply Agreement: this agreement between WWF-UK and the Supplier and any associated Purchase Order(s) generated by WWF-UK, provided that this agreement shall always have precedence in the event of any conflict between the terms of this agreement and an associated Purchase Order.

Sustainable Management Plan: a sustainability improvement plan, agreed between WWF-UK and the Supplier following the Supplier's completion of WWF-UK's Supplier Sustainable Procurement Questionnaire, which sets out recommendations for the Supplier to improve its questionnaire score.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Working Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Working Hours: the period from 9.00 am to 5.00 pm on any Working Day.

WWF International: WWF-World Wide Fund for Nature (formerly World Wildlife Fund), a Swiss foundation (no. CH-550.0.128.920-7) with its registered address at Rue Mauverney 28, 1196 Gland, Switzerland.

WWF Materials: has the meaning set out in clause 6.1(i).

WWF Network: the network comprised of WWF Offices and WWF International.

WWF Office: a WWF office or entity authorised by WWF International to operate under the WWF brand.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation, a legislative provision, a regulation or a code is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or written excludes fax but includes email.

2. Basis of contract

2.1 The terms of this Supply Agreement apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier.

2.3 Each party represents and warrants that it has the full right, power and authority to enter into this Supply Agreement and assign the rights assigned under it.

2.4 For the avoidance of doubt, if an Individual is not performing the Services then provisions applying to an Individual shall not be applicable, and in all circumstances the terms of this Supply Agreement shall be construed according to the details of the Services being procured.

3. Term

3.1 This Supply Agreement will commence on the earlier of the date set out in this Supply Agreement or the date on which the Supplier performance of its obligations under this Supply Agreement (the "Start Date").

3.2 This Supply Agreement shall continue until the end date set out in this Supply Agreement, unless terminated:

- (a) in accordance with this Supply Agreement; or
- (b) by WWF-UK giving to the Supplier not less than four weeks' prior written notice; or
- (c) by the Supplier giving to WWF-UK not less than twelve weeks' prior written notice.

4. Deliverables

The Supplier shall ensure that, where applicable, the Deliverables shall:

- (a) correspond with their description and any applicable specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by WWF-UK, expressly or by implication, and in this respect WWF-UK relies on the Supplier's skill and judgement; and
- (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for twelve months of use and for eighteen months from delivery, whichever is the shortest period.

5. NOT USED

6. Supply of Services

6.1 In providing the Services, the Supplier shall:

- (a) co-operate with WWF-UK in all matters relating to the Services, and comply with all reasonable instructions of WWF-UK;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Supply Agreement;
- (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that WWF-UK communicates to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the appropriate quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to WWF-UK, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of WWF-UK's premises;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by WWF-UK to the Supplier (the "WWF Materials") in safe custody at its own risk, maintain the WWF Materials in good condition until returned to WWF-UK, only use the WWF Materials in furtherance of fulfilling its obligations under this Supply Agreement, and not dispose of or use the WWF Materials other than in accordance with WWF-UK's written instructions or authorisation;
- (j) not do or omit to do anything which may cause WWF-UK to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that WWF-UK may rely or act on the Services;
- (k) not infringe any third-party rights or cause WWF-UK to infringe any such rights in the course of performing the Services;
- (l) provide the Services to WWF-UK at such times and places as may be necessary for the proper provision of the Services and which are set out in this Supply Agreement or are otherwise agreed in writing.

6.2 The Supplier shall not have any authority to incur any expenditure in the name of or for the account of WWF-UK unless it has prior written approval from WWF-UK for the specific expenditure.

7. Individual performing the Services

7.1 The Supplier shall procure that the Individual, and any substitute for the Individual, shall provide the Services in accordance with the terms of this Supply Agreement.

7.2 If the Individual is unable to provide the Services due to illness or injury, the Supplier shall notify WWF-UK as soon as reasonably practicable. No fee shall be payable in respect of any period during which the Services are not provided.

7.3 The Supplier may, with the prior written approval of WWF-UK, 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 proposed substitute, the Supplier shall continue to invoice WWF-UK in accordance with clause 10 (Charges and payment) and shall be responsible for remuneration of the substitute. For the avoidance of doubt, any substitute for the Individual shall be prohibited from sub-contracting the Services without the prior written consent of WWF-UK.

7.4 Neither the Individual nor any substitute for the Individual shall have the authority to incur any expenditure in the name of or for the account of WWF-UK and the Supplier shall procure that neither the Individual nor any substitute shall hold himself out as having authority to bind or legally commit WWF-UK to any third party.

7.5 Without affecting any other right or remedy available to it, WWF-UK may request that the Individual or any substitute for the Individual be replaced with an appropriate substitute, with such substitute to be approved by WWF-UK, or terminate this Supply Agreement with immediate effect without notice and without liability to pay remuneration, compensation or damages if at any time the Individual or any substitute for the Individual:

- (a) commits a material or repeated breach of any term of this Supply Agreement which the Individual, the substitute for the Individual or the Supplier fails to remedy, if such breach is remediable, within a period of five days after being notified in writing to do so;
- (b) acts in any manner which in the opinion of WWF-UK brings or is likely to bring the Supplier or WWF-UK into disrepute or is materially averse to the interests of WWF-UK;
- (c) 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
- (d) is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 20 Working Days in any twelve-month consecutive period.

7.6 Where the Supplier makes a representation or warranty under this Supply Agreement, the Individual, and any substitute for the Individual, shall also make the same representation and warranty to WWF-UK.

8. WWF-UK remedies

8.1 If the Supplier fails to perform the Services by the applicable date, or otherwise fails to provide the Services in accordance with the terms of this Supply Agreement, WWF-UK shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

- (a) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- (b) to require the Supplier to provide repeat performance of the Services, or to a full refund of the price paid for the Services (if paid), or to withhold payment and/or refuse payment (if not yet paid);
- (c) to recover from the Supplier any costs incurred by WWF-UK in obtaining substitute services from a third party;
- (d) to require a refund from the Supplier of sums paid in advance for Services that it has not provided; and
- (e) to claim damages for any additional costs, loss or expenses incurred by WWF-UK which are in any way attributable to the Supplier's failure to meet such dates or comply with such terms.

8.2 If WWF-UK's external commitments and/or timings allow, before exercising its rights set out in clause 8.1, WWF-UK shall give the Supplier reasonable opportunity to correct unsatisfactory work, in the Supplier's own time and at the Supplier's own expense.

8.3 The making of payment by WWF-UK shall not prejudice its rights under this clause 8.

8.4 The terms of this Supply Agreement shall extend to any substituted or remedial services supplied by the Supplier.

8.5 WWF-UK's rights and remedies under this Supply Agreement are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

9. WWF-UK's obligations

WWF-UK shall:

- (a) provide the Supplier with reasonable access at reasonable times to WWF-UK's premises for the purpose of providing the Services; and
- (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

10. Charges and payment

10.1 NOT USED

10.2 The charges for the Services, as set out in this Supply Agreement, shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by WWF-UK, the charges shall include every cost, expense and duty liability of the Supplier directly or indirectly incurred in connection with the performance of the Services.

10.3 In respect of the Services, the Supplier shall invoice WWF-UK on completion of the Services.

10.4 Each invoice shall include such supporting information required by WWF-UK to verify the accuracy of the invoice, including the relevant Purchase Order number and shall be prepared in sufficient detail to allow WWF-UK to assess progress against any targets set out in this Supply Agreement. For work carried out on a time basis, invoices must be supported by records of time spent by the Supplier. If applicable, expenses incurred during the period of invoice must be shown separately and accompanied by all relevant receipts for such expenses and approval of expenditure. Expenses will only be paid in accordance with WWF-UK's Expenses Policy for Third Parties (as included on the Supplier Policy Page) and only if agreed in advance in writing by WWF-UK.

10.5 WWF-UK may reject an invoice if it is unclear or is not accompanied by the required supporting information.

10.6 In consideration of the supply of the Services by the Supplier, WWF-UK shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier. Where the Supplier has agreed to supply the Services free of charge under this Supply Agreement, the Supplier does so in consideration for support of the charitable mission of WWF-UK.

10.7 All amounts payable by WWF-UK under this Supply Agreement are exclusive of amounts in respect of valued added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under this Supply Agreement by the Supplier to WWF-UK, WWF-UK shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

10.8 If a party fails to make any payment due to the other party under this Supply Agreement by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when the base rate is below 0%. Interest shall not be payable if the late payment is in relation to a reasonably disputed invoice.

10.9 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow WWF-UK to inspect such records at all reasonable times on request.

10.10 WWF-UK may at any time, without notice to the Supplier, set off any liability of the Supplier to WWF-UK against any liability of WWF-UK to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Supply Agreement. Any exercise by WWF-UK of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Supply Agreement or otherwise.

11. Intellectual property rights

11.1 All Background IPRs are and shall remain the exclusive property of the party owning them (or, where applicable, the third party from whom its right to use the Background IPRs has derived).

11.2 Each party shall grant or procure the grant of all such licences to the other party to use such Background IPRs as are necessary to allow the other party to exercise its rights and perform its obligations under this Supply Agreement and to the extent needed for WWF-UK to be able to use the Foreground IPRs.

11.3 With regard to Foreground IPRs, the Supplier hereby assigns to WWF-UK absolutely with full title guarantee, by way of present assignment of existing and future rights, all existing and future rights, title and interest in and to all Foreground IPRs. The Supplier hereby agrees to hold on trust for and irrevocably assign on demand to WWF-UK any such rights that do not vest in WWF-UK under this Supply Agreement or otherwise by operation of law.

11.4 The Supplier agrees that it shall, and shall procure that any 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 11. 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 Foreground IPRs to WWF-UK.

11.5 The Supplier warrants to WWF-UK that it has obtained from any Individual and any of its employees, agents or subcontractors involved in providing the Services: (1) a written and valid assignment, with full title guarantee of all existing and future rights, title and interest in and to the Foreground IPRs and all materials embodying such rights; and (2) a written irrevocable waiver of all their statutory moral rights in the Foreground IPRs, to the fullest extent permissible by law, and that they have 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.

11.6 In the event that the Supplier uses any Intellectual Property Rights belonging to any third party in the provision of the Services, it shall ensure that it obtains sufficient rights to be able to grant the assignment to WWF-UK set out at clause 11.3 and any licence under clause 11.2. In the event that the third party is unwilling to grant such rights to the Supplier, the Supplier shall not incorporate such Intellectual Property Rights into the Deliverables without the prior written consent of WWF-UK. If WWF-UK gives such consent, the Supplier shall be responsible for obtaining rights to such Intellectual Property Rights which are acceptable to WWF-UK and sufficient for the use which WWF-UK and its affiliates wish to make of the Deliverables.

11.7 The Supplier shall only be permitted to use the WWF initials and panda logo as required in order to fulfil their obligations under this Supply Agreement. Except as set out in this clause 11.7, nothing in this Supply Agreement permits the Supplier to use WWF International's or WWF-UK's registered and unregistered trademarks 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.

12. Liability

12.1 The Supplier shall indemnify and shall keep indemnified WWF-UK (and its affiliates, as applicable) in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by WWF-UK arising out of or in connection with:

- (a) any claim made against WWF-UK 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 Services (excluding the WWF Materials);
- (b) any claim made against WWF-UK by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Deliverables;
- (c) any claim made against WWF-UK by a third party arising out of or in connection with the supply of the Services; and

(d) any negligent or wilful act or omission of the Supplier, its employees, agents or sub-contractors, in performing its obligations under this Supply Agreement.

12.2 Throughout the term of this Supply Agreement and after the termination of this Supply Agreement, 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 negligent or wilful acts and/or omissions or contractual breaches of the Supplier's employees, agents and sub-contractors.

12.3 WWF-UK's liability to the Supplier, whether in contract or tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this Supply Agreement shall not exceed, in relation to all claims arising in any year of this Supply Agreement, being each annual period commencing on the Start Date, 100% of the fees payable by WWF-UK to the Supplier in the preceding twelve months of this Supply Agreement.

12.4 This clause 12 shall survive termination of this Supply Agreement.

13. Insurance

During the term of this Supply Agreement and for a period of at least six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance which is sufficient to cover the liabilities that may arise under or in connection with this Supply Agreement, and shall, on WWF-UK's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

14. Confidentiality

14.1 Both WWF-UK and the Supplier undertakes that it shall not at any time use any Confidential Information of the other party other than in furtherance of its rights or obligations under this Supply Agreement or disclose to any person any Confidential Information of the other party except as permitted by clause 14.2.

14.2 Each party may disclose the other party's Confidential Information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under this Supply Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 14;
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
- (c) as agreed in advance and in writing by the parties.

14.3 The confidentiality obligations in this clause 14 shall not apply to any Confidential Information that:

- (a) is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the receiving party or its employees, representatives, contractors, subcontractors or advisers in breach of this Supply Agreement;
- (b) was available to the receiving party on a non-confidential basis prior to disclosure by the disclosing party;
- (c) was, is, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not under any confidentiality obligation in respect of that information;
- (d) was lawfully in the possession of the receiving party before the information was disclosed by the disclosing party;
- (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party; or
- (f) the parties agree in writing that the information is not confidential.

14.4 WWF-UK may disclose the Supplier's Confidential Information to the WWF Network for the purpose of exercising its rights or carrying out its obligations under this Supply Agreement. WWF-UK shall ensure that any member of the WWF Network to whom it discloses the Supplier's Confidential Information complies with this clause 14.

14.5 The Supplier recognises and agrees that it is WWF-UK's policy that no relationship shall, in any way, deter WWF-UK's good faith public commentary on (or efforts to seek alteration of) the Supplier's policies or actions that are deemed to be contrary to WWF-UK's conservation mission. WWF-UK reserves the right to comment publicly on any aspects of the Supplier's environmental performance. WWF-UK will endeavour to give the Supplier at least 48 hours advance notice of such comment and to discuss its implications with the Supplier in good faith.

14.6 The Supplier recognises that it is WWF-UK's policy to be accountable and transparent about its supply chain. As such, the Supplier agrees that WWF-UK may disclose the following information without approval:

- (a) the Supplier's name;
- (b) a brief summary of the nature of this Supply Agreement; and
- (c) the duration of this Supply Agreement.

14.7 Neither WWF-UK or the Supplier shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Supply Agreement.

14.8 At any time, either WWF-UK or the Supplier may request the return, destruction or erasure of any and all of its Confidential Information (including originals, copies, reproductions and summaries of confidential information) being held or controlled by (or otherwise in the possession of) the other party and the other party shall comply with this request within five Working Days or such other timeframe as shall be agreed in writing between the parties.

15. Compliance with relevant laws and policies

In performing its obligations under this Supply Agreement, the Supplier shall:

- (a) comply with all applicable laws, statutes, regulations and codes from time to time in force; and
- (b) comply with any WWF-UK policy which this Supply Agreement requires compliance with and such other policies as WWF-UK requires compliance with and provides to the Supplier from time to time, including all those applicable policies listed on <https://www.wwf.org.uk/about/suppliers> (the "Supplier Policy Page"). It is the Supplier's responsibility to ensure that it has a copy of any such policy referred to in this Supply Agreement.

16. Data protection

16.1 The following definitions apply in this clause 16 and clause 25.1:

- (a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
- (b) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
- (c) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

16.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

16.3 In the event that any Personal Data is processed under this Supply Agreement, the parties acknowledge that for the purposes of the Data Protection Legislation, WWF-UK is the Controller and the Supplier is the Processor. This Supply Agreement sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.

16.4 Without prejudice to the generality of clause 16.2, WWF-UK will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of WWF-UK for the duration and purposes of this Supply Agreement.

16.5 Without prejudice to the generality of clause 16.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Supply Agreement:

- (a) process that Personal Data only on the documented written instructions of WWF-UK unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify WWF-UK of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying WWF-UK;
- (b) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (c) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it). Details of such measures must be provided by the Supplier to WWF-UK if requested;
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of WWF-UK has been obtained and the following conditions are fulfilled:
 - (i) WWF-UK or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by WWF-UK with respect to the processing of the Personal Data;
- (e) not engage or appoint any third-party processor (sub-processor) of Personal Data under this Supply Agreement without the prior specific written authorisation of WWF-UK and, in the event that such authorisation is given, the Supplier shall comply with clause 16.6;
- (f) assist WWF-UK in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (g) notify WWF-UK immediately (by email to dataprotection@wwf.org.uk) if it is approached directly by a Data Subject, supervisory authority, regulator or other third party in connection with the data processing under this Supply Agreement and shall not respond to or act on any such communications without WWF-UK's prior authorisation;
- (h) notify WWF-UK without undue delay, and in any event within 24 hours, (by email to dataprotection@wwf.org.uk) on becoming aware of a Personal Data Breach in relation to this Supply Agreement;

- (i) at the written direction of WWF-UK, delete or return Personal Data and copies thereof to WWF-UK on termination of this Supply Agreement unless required by Domestic Law to store the Personal Data;
- (j) maintain complete and accurate records and information to demonstrate its compliance with this clause 16 and allow for audits by WWF-UK or WWF-UK's designated auditor and immediately inform WWF-UK if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation; and
- (k) upon termination or expiration of this Supply Agreement, the Supplier shall immediately cease (and shall ensure that any permitted third-party processors (sub-processors) immediately cease) to process any of the Personal Data.

16.6 In the event that WWF-UK authorises the Supplier to appoint a third-party processor (sub-processor) of Personal Data under this Supply Agreement, the Supplier will ensure that it enters into a written agreement with the third-party processor which contains the same contractual obligations in relation to data protection as are contained in the terms of this Supply Agreement, or contains terms which are substantially similar. As between WWF-UK and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 16.6.

16.7 The Supplier shall indemnify and keep indemnified WWF-UK (and its affiliates, as applicable) in full 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 16 by the Supplier, its employees, agent or any third-party processor (sub-processor).

17. Termination

17.1 Without affecting any other right or remedy available to it, either WWF-UK or the Supplier may terminate this Supply Agreement for convenience by giving the other party written notice in accordance with clause 3.2.

17.2 Without affecting any other right or remedy available to it, either WWF-UK or the Supplier may terminate this Supply Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any sum due within 30 days of the other party being given notice to pay, such notice not to be given until the due date has been passed, except for any sums which are the subject of a reasonably disputed invoice;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Supply Agreement is in jeopardy.

17.3 Without affecting any other right or remedy available to it, WWF-UK may terminate this Supply Agreement with immediate effect without notice and without liability to pay remuneration, compensation or damages if at any time:

- (a) there is a change of Control of the Supplier;
- (b) the Supplier commits a material or repeated breach of any term of this Supply Agreement which the Supplier fails to remedy, if such breach is remediable, within a period of 30 days after being notified in writing to do so;
- (c) the Supplier acts in any manner which in the opinion of WWF-UK brings or is likely to bring the Supplier or WWF-UK into disrepute or is materially averse to the interests of WWF-UK; or
- (d) the Supplier commits a breach of clause 15 (Compliance with relevant laws and policies).

17.4 Where the Supplier has appointed the Individual to provide the Services, without affecting any other right or remedy available to it, WWF-UK may terminate this Supply Agreement in accordance with clause 7.5.

17.5 The rights of both WWF-UK and the Supplier under this clause 17 are without prejudice to any other rights that it might have at law to terminate this Supply Agreement or to accept any breach of this Supply Agreement on the part of the other party as having brought this Supply Agreement to an end. Any delay by either party in exercising its rights to terminate shall not constitute a waiver thereof.

18. Consequences of termination

18.1 On termination of this Supply Agreement, the Supplier shall immediately deliver to WWF-UK all Deliverables whether or not then complete, and return all WWF Materials. If the Supplier fails to do so, then WWF-UK, or an authorised third party on behalf of WWF-UK, may enter the Supplier's premises on reasonable notice and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Supply Agreement.

18.2 Termination or expiry of this Supply Agreement shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of this Supply Agreement which existed at or before the date of termination or expiry.

18.3 Any provision of this Supply Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Supply Agreement shall remain in full force and effect.

19. Status

19.1 The relationship of the Supplier (and, where applicable, the Individual and any substitute for the Individual) to WWF-UK shall be that of independent contractor and nothing in this Supply Agreement shall render it (nor any Individual or any substitute for the Individual) 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 and any substitute for the Individual shall not hold themselves out as such.

19.2 This Supply Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify WWF-UK (and its affiliates, as applicable) for and in respect of payment of the following within the prescribed time limits:

- (a) any income tax, national insurance and social security contributions and any other employment-related liability, deduction, contribution, assessment or claim arising from or made in connection with either the provision of the Services or any payment or benefit received by the Individual or any personnel of the Supplier in respect of the Services, where such recovery is not prohibited by law. The Supplier shall further indemnify and shall keep indemnified WWF-UK (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, as applicable) in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
- (b) 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 for the Individual or any personnel of the Supplier against WWF-UK arising out of or in connection with the provision of Services.

20. Force majeure

Neither WWF-UK nor the Supplier shall be in breach of this Supply Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for more than three months, the party not affected may terminate this Supply Agreement by giving 30 days' written notice to the affected party.

21. Travel security

The Supplier agrees that it is responsible for the health and safety of its employees and any subcontractors which it engages to perform the Services. If the Supplier's employees or subcontractors are required to travel outside of the United Kingdom in order to perform the Services, the Supplier will ensure that it has in place adequate travel security plans and procedures to ensure their safety and security.

22. WWF commitment to integrity and good conduct

22.1 WWF-UK commits to the highest standards of professionalism, integrity and ethics in its workplace and in its activities. As such WWF-UK has adopted WWF International's Code of Ethics and WWF International's Fraud and Corruption Prevention and Investigation Policy. This commitment is fundamental to creating effective, lasting and equitable solutions to today's environmental challenges. The Supplier commits to:

- (a) respect people's rights in accordance with customary, national and international human rights laws, including vulnerable groups such as children;
- (b) respect integrity in the use of funds and assets which may be provided through this Supply Agreement, including taking appropriate measures to prevent, detect and respond to concerns of misappropriation or other illegal events which includes implementing appropriate policies and procedures and ensuring that employees, subcontractors and third parties respect the same;
- (c) respect and safeguard its employees to prevent and respond to discrimination, harassment, abuse of power, and gender inequity in the workplace; and
- (d) respect the rights of the labour force to health, safety, fair wages and benefits, working hours, freedom of association and collective bargaining, no discrimination or harsh treatment, no forced labour, and respect labour restrictions related to children in line with applicable local laws and/or ILO Labour Standards, whichever is the higher standard.

22.2 The Supplier shall promptly inform WWF-UK of any breaches of the commitments in this clause 22 in its operations or the operations of its agents or subcontractors.

23. Anti-bribery and anti-corruption

23.1 The Supplier shall, during the term of this Supply Agreement:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010 and comply with any code of conduct issued from time to time by WWF-UK;
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) establish, maintain and enforce its own policies and procedures, including, but not limited to, adequate procedures under the Bribery Act 2010, and ensure that its employees and other persons associated with the Supplier comply with the same;
- (d) notify WWF-UK, in writing, if it becomes aware of any actual or suspected breach of clause 23.1(a) or 23.1(b), or has reason to believe that it has received a request or demand for any undue financial or other advantage in connection with the performance of this Supply Agreement, such notice to set out full details of the circumstances concerning the breach or potential breach, or the request or demand; and
- (e) immediately notify WWF-UK, in writing, if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officer or employees at the Start Date.

23.2 For the purpose of this clause 23, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

23.3 The Supplier warrants and represents that:

- (a) neither the Supplier, nor any of its officers or employees have been the subject of any prosecution for an offence involving bribery or corruption;
- (b) the Supplier has not been subject to any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence in connection with bribery or corruption;
- (c) neither the Supplier, nor any of its officers, employees, agents, subcontractors or any other 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 Supply Agreement or the provision of services under it.

23.4 The Supplier warrants that to the Supplier's knowledge there is no conflict of interest which has incited WWF-UK to sign this Supply Agreement with the Supplier. The Supplier shall promptly disclose in writing to WWF-UK any conflicts of interest which could negatively impact WWF-UK.

23.5 The Supplier shall promptly notify WWF-UK if any of the circumstances referred to in this clause 23 change.

23.6 Breach of this clause 23 shall be deemed a material breach under clause 17 (Termination) which cannot be remedied.

23.7 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 23.

24. Modern slavery

24.1 In performing its obligations under this Supply Agreement, the Supplier shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015;
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
- (c) establish, maintain and enforce its own policies and procedures, including, but not limited to, adequate procedures under the Modern Slavery Act 2015, and ensure that its employees and other persons associated with the Supplier comply with the same;
- (d) include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 24; and
- (e) notify WWF-UK as soon as it becomes aware of any actual or suspected breach of clause 24.1(a) or 24.1(b), such notice to set out full details of the circumstances concerning the breach or potential breach.

24.2 The Supplier shall, during the term of this Supply Agreement and for a period of six years thereafter, maintain a complete set of records to trace the supply chain of all services provided to WWF-UK in connection with this Supply Agreement and permit WWF-UK and its third-party representatives to inspect the Supplier's premises, records and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 24.

24.3 The Supplier warrants and represents that:

- (a) it has not been convicted of any offence involving slavery and human trafficking;
- (b) it has not been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking; and
- (c) it is not aware of any circumstances within its supply chain that could give rise to an investigation regarding an offence of or in connection with slavery and human trafficking.

24.4 The Supplier shall promptly notify WWF-UK if any of the circumstances referred to in this clause 24 change.

24.5 Breach of this clause 24 shall be deemed a material breach under clause 17 (Termination) which cannot be remedied.

24.6 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 may suffer or incur directly or indirectly arising from, or in connection with, a breach of this clause 24.

25. Safeguarding and Youth Data

25.1 If the Supplier processes personal data of a person under the age of 18 ("Youth Data") in furtherance of this Supply Agreement, then the Supplier is responsible for its protection and security. The Supplier shall, where relevant, ensure that adequate data suppressions in relation to the use of Youth Data are in place, 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 Supply Agreement and that all staff who handle Youth Data are adequately trained in the protection of such Youth Data.

25.2 The Supplier shall comply with the WWF-UK Supplier Safeguarding Policy and the WWF-UK Safeguarding Code of Conduct (as included on the Supplier Policy Page), including:

- (a) obtaining a clear DBS certificate for any employee or person who comes into contact with children, or vulnerable adults in furtherance of this Supply Agreement and requiring any subcontractors to do the same; and
- (b) ensuring that all staff who come into contact with a person under the age of 18 or a vulnerable adult either remotely or face-to-face are adequately trained in the protection of children and vulnerable adults including the need to conduct a risk assessment for any event or activity that may involve contact with children or vulnerable adults.

25.3 The Supplier shall notify WWF-UK immediately (by email to safeguarding@wwf.org.uk) if the Supplier becomes aware of any actual or suspected instance of abuse or harm to a person under the age of 18 or a vulnerable adult.

25.4 WWF-UK's safeguarding contacts are the Director of Safeguarding and the Designated Safeguarding Lead. The names and emergency contact details of these individuals are available on request from WWF-UK and it is the Supplier's responsibility to ensure it has the contact details of the safeguarding contacts.

25.5 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 25.

25.6 A breach of this clause shall be deemed a material breach under clause 17 (Termination) which cannot be remedied, and time is of the essence in relation to the obligations set out in this clause 25.

26. Environmental

26.1 The Supplier shall comply with WWF-UK's environmental requirements which is to conserve energy, water, wood, paper and other resources, reduce waste and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

26.2 The Supplier shall comply with WWF-UK's Environmental Procurement Policy, WWF-UK's Paper, Timber & Print Policy, WWF-UK's Events & Meetings Catering Policy and WWF-UK's Single-Use Plastic Policy (as included on the Supplier Policy Page).

26.3 Any exception to a requirement of any of the policies set out in clause 26.2 must be approved by the WWF-UK Procurement and Environmental Management Unit and any request for an exception should be sent by email to Procurement@wwf.org.uk.

26.4 Where the Supplier uses or purchases any wood-derived, or paper-based products in furtherance of its obligations under this Supply Agreement, the Supplier must provide evidence of the content of the materials and sustainability of the products, including FSC certification where applicable.

26.5 To support WWF-UK with the delivery of sustainable procurement, the Supplier will use best endeavours to:

- (a) minimise packaging of any goods directly provided to WWF-UK under this Supply Agreement;

- (b) manage electrical equipment and associated consumables at end of life to facilitate recovery, treatment, recycling and provide any information which WWF-UK may reasonably require regarding the costs of such activity;
- (c) provide information regarding the environmental impact of any goods supplied or used by the Supplier in furtherance of its obligations under this Supply Agreement as may reasonably be requested by WWF-UK; and
- (d) provide evidence of any wood or paper goods purchased by the Supplier in furtherance of its obligations under this Supply Agreement as may reasonably be requested by WWF-UK.

26.6 Where the Supplier has agreed a Sustainable Management Plan with WWF-UK, the Supplier will use reasonable endeavours to implement the recommendations set out in the plan.

27. General

27.1 Assignment and other dealings
WWF-UK may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under this Supply Agreement. The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Supply Agreement without the prior written consent of WWF-UK.

27.2 Subcontracting
The Supplier may not subcontract any or all of its rights or obligations under this Supply Agreement without the prior written consent of WWF-UK. If WWF-UK consents to any subcontracting by the Supplier, the Supplier shall ensure that the subcontractor is subject to the same obligations as the Supplier under this Supply Agreement and the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

27.3 Notices

- (a) Any notice given to a party under or in connection with this Supply Agreement shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - Supplier:** unless otherwise listed in this Supply Agreement, the primary email address submitted by the Supplier when registering with WWF-UK's procurement system.
 - WWF-UK:** CompanySecretary@wwf.org.uk.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside Working Hours in the place of receipt, when Working Hours resume.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27.4 Severance
If any provision or part-provision of this Supply Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Supply Agreement. If any provision of this Supply Agreement is deemed deleted under this clause 27.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

27.5 Waiver
Except as set out in clause 2.2, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

27.6 No partnership or agency
Nothing in this Supply Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between WWF-UK and the Supplier, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

27.7 Entire agreement
This Supply Agreement constitutes the entire agreement between the parties in relation to its subject-matter. Each party acknowledges that in entering into this Supply Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Supply Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation, negligent misstatement or fraudulent misrepresentation based on any statement in this Supply Agreement.

27.8 Third party rights
This Supply Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supply Agreement. The rights of the parties to rescind or vary this Supply Agreement are not subject to the consent of any other person.

27.9 Variation
Except as set out in this Supply Agreement, no variation of this Supply Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

27.10 Audit
The Supplier shall allow for audits by WWF-UK which seek to verify that the Supplier has complied with the terms of this Supply Agreement. Subject to the Supplier's confidentiality obligations, the Supplier shall provide WWF-UK, and its authorised representatives or agents, with all reasonable co-operation, access and assistance in relation to such audits. The Supplier shall allow WWF-UK, or WWF-UK's authorised representatives or agents, to have access to the Supplier's premises, personnel and relevant records as may be reasonably required in order to perform such audits. WWF-UK shall provide reasonable notice of its intention to conduct an audit.

27.11 Governing law
This Supply Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

27.12 Jurisdiction
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Supply Agreement or its subject matter or formation.