



WWF-UK Supplier Contract Sample Pack

WWF-UK Supplier Contract Sample Pack

WWF Supplier Terms

WWF-UK requires external suppliers of goods and services to work under the WWF Supplier Terms and asks for confirmation of this during the supplier selection and tender process.

The WWF Supplier Terms are regularly reviewed to ensure they reflect best practice and legal requirements. The current version, which are applicable to your contract with WWF-UK, are set out at the following link: [WWF-UK Supplier Terms v2 \(Nov 22\)](#)

If there are provisions in the WWF Supplier Terms which require amendment, these must be raised during the selection and tender process and reviewed by the WWF Legal Team. Amendments will only be considered on a case-by-case basis and only agreed where strictly necessary.

WWF Supply Agreements

The contract specific supply details which are not set out in the WWF Supplier Terms shall be recorded in a front-end document which incorporates the WWF Supplier Terms.

Copies of the template supply agreements are included in this WWF-UK Supplier Contract Sample Pack for reference only. A draft supply agreement will be completed and shared with selected suppliers.

The following templates are included in this WWF-UK Supplier Contract Sample Pack:

- (1) Supply Agreement – Goods (standard supply)
- (2) Supply Agreement – Goods (framework agreement)
- (3) Supply Agreement – Services (standard supply)
- (4) Supply Agreement – Services (framework agreement)

SUPPLY AGREEMENT FOR THE SUPPLY OF SERVICES TO WWF-UK (STANDARD SUPPLY)

This agreement is made on the date of the last signature between:

- (1) **WWF-UK** a company limited by guarantee registered in England and Wales with company number 4016725 and a charity registered in England and Wales with charity number 1081247 and in Scotland with charity number SC039593 whose registered office is Living Planet Centre, Brewery Road, Woking, Surrey, GU21 4LL ("**WWF-UK**"); and
- (2) [**SUPPLIER NAME**] a company registered in England and Wales with company number [company number] whose registered office is [registered office] (the "**Supplier**").

OR

- (2) [**SUPPLIER NAME**] of [address] (the "**Supplier**").

each a "**Party**" and together the "**Parties**".

Background

- (A) The Supplier is [supplier description].
- (B) WWF-UK wishes to appoint the Supplier to supply services on the terms of this supply agreement.

It is hereby agreed:

1. Basis of contract

- 1.1. This supply agreement incorporates the Terms and Conditions for the supply of Goods and Services to WWF-UK by a Third-Party Supplier – version 2 (Nov 22) which are set out at the following link: [WWF-UK Supplier Terms v2 \(Nov 22\)](#) (the "**WWF Supplier Terms**").
- 1.2. This supply agreement, alongside the WWF Supplier Terms, sets out the terms that apply to the contract between WWF-UK and the Supplier for the supply of services (the "**Contract**").
- 1.3. Unless otherwise defined, terms defined in the WWF Supplier Terms shall have the same meaning in this supply agreement.
- 1.4. In the event of a conflict between the terms set out in this supply agreement and the WWF Supplier Terms, the terms appearing in this supply agreement shall prevail.
- 1.5. In performing its obligations under the Contract, the Supplier shall comply with the WWF Supplier Code of Conduct and any WWF-UK policy which the WWF Supplier Term or this supply agreement requires compliance with. It is the Supplier's responsibility to ensure that it has a copy of any such policy.

2. Term

- 2.1. Start Date: [date that the agreement will come into force].
- 2.2. End Date: [date that you have agreed the contract will expire/end], unless terminated early:
 - (a) in accordance with the terms of this supply agreement or the WWF Supplier Terms; 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.

3. Supply of Services

- 3.1. The Supplier shall supply, to WWF-UK, the services set out in the Services Schedule (schedule 1) (the "Services").
- 3.2. The Supplier shall supply the Services to WWF-UK in accordance with the terms of this supply agreement and the WWF Supplier Terms.

4. [Changes to Agreed Costs]

- 4.1. The costs set out in the Services Schedule are to be locked in for 12 months, from the Start Date. If the Supplier wishes to increase these charges after the initial period of 12 months, such proposed increase shall be notified to WWF-UK as soon as possible and in any event within 12 weeks of such proposed increase, and shall be subject to discussion and written approval from WWF-UK. Any such review shall be an inflation linked increase or decrease in fees (an "inflation review"). Any such inflation review shall reflect both upwards and downwards trends and any adjustment must not exceed the percentage amount change to the CPI since the contract anniversary date immediately prior to the date at which the proposed adjustment is intended to apply.
- 4.2. The Parties agree that no more than one adjustment (upwards or downwards) may be proposed during any given 12-month period.
- 4.3. "CPI" means the Consumer Price Index published by the Office for National Statistics (ONS) in the United Kingdom from time to time or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in the United Kingdom.

5. [Data Protection]

- 5.1. The following words and expressions used in this clause shall have the same meanings as defined in the Data Protection Legislation, unless otherwise defined in this clause: "personal data", "data controller", "data processor", "data subject", "process".
- 5.2. In connection with the services being supplied by the Supplier under this contract, the Supplier will process personal data on behalf of WWF-UK. The Parties agree that in relation to the personal data being processed under this agreement, WWF-UK shall be the data controller and the Supplier shall be the data processor.
- 5.3. The Supplier shall process personal data received from or processed on behalf of WWF-UK in connection with this contract in accordance with clause 16 of the WWF Supplier Terms.
- 5.4. The details of the data processing are set out in schedule 2.

6. Notices

- 6.1. Any notice given to a Party under or in connection with this supply agreement shall be in writing and shall be:
 - (a) 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
 - (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

WWF-UK: CompanySecretary@wwf.org.uk

Supplier: [email address for supplier]

7. Attachments

- (1) Schedule 1 – Services Schedule
- (2) [Schedule 2 – Data Processing Details]

Signed for and on behalf of:
WWF-UK

Name:

Position:

Date:

Signed for and on behalf of:
[Supplier Name]

Name:

Position:

Date:

DRAFT

ATTACHMENT (1)

Schedule 1: Services Schedule

1. The Services

The Supplier has agreed to supply the following services and deliverables under this supply agreement:

Services	[description of the services that you have agreed the supplier will provide]
Deliverables	[description of any key deliverables that the supplier will be providing]

2. Scheduled Delivery Plan

Unless otherwise agreed by WWF-UK in writing, the following specifics shall apply to the supply of services under this supply agreement:

Scheduled Delivery Date(s)	[the agreed timetable and deadlines for performance of the services]
Key Performance Indicators (KPIs)	[any agreed key performance indicators (KPIs)]
Reporting and governance of KPIs	[agreed reporting for measuring and monitoring KPIs and agreed governance structure for monitoring KPIs (e.g. weekly operating group, monthly steering group)]
Acceptance criteria (if applicable)	[any agreed criteria for deeming that services have been supplied fully]
Additional obligations on the Supplier (if applicable)	[any additional agreed terms that the Supplier will be bound by]

3. Agreed Costs

The agreed costs for the Services and the agreed dates and/or milestones for raising invoices are set out in the table below:

Service	Agreed cost ([excluding VAT/including VAT])	Agreed date and/or milestone for invoicing
[service]	[agreed fee]	[agreed date and/or milestone which supplier can invoice on e.g., 02 June 2024 e.g., upon delivery of first workshop].

The total cost payable by WWF-UK to the Supplier under this Contract are £[total costs] ([excluding VAT/including VAT]).

4. [Expenses]

In addition to the costs set out above, WWF-UK agrees to pay the Supplier for expenses of up to £[maximum amount of expenses to be paid] ([excluding VAT/including VAT]) which relate to [agreed expenses e.g. travel]. Expenses will only be paid in accordance with clause 10.4 of the WWF Supplier Terms.

DRAFT

ATTACHMENT (2)

Schedule 2: Data Processing Details

Brief description of processing	[description of what the processing of personal data relates to, e.g. description of the activities under the main contract]
Duration of processing	[duration that the personal data will be processed]
Processing being carried out	<p>[Please mark]:</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</p> <p><input type="checkbox"/> Destruction/erasure</p> <p><input type="checkbox"/> Other :</p>
Method of processing	[description of the methods of processing – how is the data being processed? e.g. describe systems/software which are handling personal data]
Reason for processing	[why do we need there to be processing of personal data?]
Categories of personal data	[list all categories of personal data, e.g. name, address, postcode, ethnicity, gender]
Data subjects	[description of all categories that the data relates to]
Risks that the data processing poses to data subjects (if any)	[description of risks, e.g. resulting from illegitimate access to data, unwanted modification to data, deletion of data, publication of data]
Mitigating measures being taken to address those risks	[description of measures being taken to address the risks above e.g. encryption, minimisation of data, anonymisation of data, security measures listed in Schedule X]

SUPPLY AGREEMENT FOR THE SUPPLY OF SERVICES TO WWF-UK (FRAMEWORK AGREEMENT)

This agreement is made on the date of the last signature between:

- (1) **WWF-UK** a company limited by guarantee registered in England and Wales with company number 4016725 and a charity registered in England and Wales with charity number 1081247 and in Scotland with charity number SC039593 whose registered office is Living Planet Centre, Brewery Road, Woking, Surrey, GU21 4LL ("**WWF-UK**"); and
- (2) [**SUPPLIER NAME**] a company registered in England and Wales with company number [company number] whose registered office is [registered office] (the "**Supplier**").

OR

- (2) [**SUPPLIER NAME**] of [address] (the "**Supplier**").

each a "**Party**" and together the "**Parties**".

Background

- (A) The Supplier is [supplier description].
- (B) WWF-UK wishes to appoint the Supplier to supply services on the terms of this supply agreement.

It is hereby agreed:

1. Basis of contract

- 1.1. This supply agreement incorporates the Terms and Conditions for the supply of Goods and Services to WWF-UK by a Third-Party Supplier – version 2 (Nov 22) which are set out at the following link: [WWF-UK Supplier Terms v2 \(Nov 22\)](#) (the "**WWF Supplier Terms**").
- 1.2. This supply agreement, alongside the WWF Supplier Terms and any relevant signed statements of work, sets out the terms that apply to the contract between WWF-UK and the Supplier for the supply of services (the "**Contract**").
- 1.3. Unless otherwise defined, terms defined in the WWF Supplier Terms shall have the same meaning in this supply agreement.
- 1.4. In the event of a conflict between the terms set out in this supply agreement, the WWF Supplier Terms and any relevant statement of work, the following order of precedence will apply: (i) the relevant statement of work, (ii) this supply agreement, (iii) the WWF Supplier Terms.
- 1.5. In performing its obligations under the Contract, the Supplier shall comply with the WWF Supplier Code of Conduct and any WWF-UK policy which the WWF Supplier Term or this supply agreement requires compliance with. It is the Supplier's responsibility to ensure that it has a copy of any such policy.

2. Term

- 2.1. Start Date: [date that the agreement will come into force].
- 2.2. End Date: [date that you have agreed the contract will expire/end], unless terminated early:
 - (a) in accordance with the terms of this supply agreement or the WWF Supplier Terms; 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.

3. Supply of Services

- 3.1. During the term of this supply agreement, the Supplier shall supply, to WWF-UK, such services as are set out in a relevant statement of work (the "**Services**").
- 3.2. The Available Services Schedule (schedule 1) sets out the services that are available to WWF-UK under this supply agreement and the agreed costs for such services.
- 3.3. Statements of work must be agreed between the Supplier and WWF-UK before any work commences and will be in a form substantially similar to the template statement of work attached to this supply agreement.
- 3.4. The Supplier shall supply the Services to WWF-UK in accordance with the terms of this supply agreement, the WWF Supplier Terms and the relevant statement of work.

4. Agreed Costs

- 4.1. The Supplier shall supply the Services to WWF-UK based on the costs set out in the Available Services Schedule.
- 4.2. Any services that the Supplier agrees to supply to WWF-UK where the deliverables or requirements will differ from those set out in the Available Services Schedule shall be supplied at a cost agreed in writing between the Supplier and WWF-UK and set out in the relevant statement of work and shall in all other respects be subject to the terms of this supply agreement.
- 4.3. Any services that the Supplier agrees to supply to WWF-UK beyond those in the Available Services Schedule will be supplied at a cost agreed in writing between the Supplier and WWF-UK and set out in the relevant statement of work and shall in all other respects be subject to the terms of this supply agreement.

5. [Changes to Agreed Costs]

- 5.1. The costs set out in the Available Services Schedule are to be locked in for 12 months, from the Start Date. If the Supplier wishes to increase these charges after the initial period of 12 months, such proposed increase shall be notified to WWF-UK as soon as possible and in any event within 12 weeks of such proposed increase, and shall be subject to discussion and written approval from WWF-UK. Any such review shall be an inflation linked increase or decrease in fees (an "**inflation review**"). Any such inflation review shall reflect both upwards and downwards trends and any adjustment must not exceed the percentage amount change to the CPI since the contract anniversary date immediately prior to the date at which the proposed adjustment is intended to apply.
- 5.2. The Parties agree that no more than one adjustment (upwards or downwards) may be proposed during any given 12-month period.
- 5.3. "**CPI**" means the Consumer Price Index published by the Office for National Statistics (ONS) in the United Kingdom from time to time or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in the United Kingdom.

6. [Data Protection]

- 6.1. The following words and expressions used in this clause shall have the same meanings as defined in the Data Protection Legislation, unless otherwise defined in this clause: "**personal data**", "**data controller**", "**data processor**", "**data subject**", "**process**".

- 6.2. In connection with the services being supplied by the Supplier under this contract, the Supplier will process personal data on behalf of WWF-UK. The Parties agree that in relation to the personal data being processed under this agreement, WWF-UK shall be the data controller and the Supplier shall be the data processor.
- 6.3. The Supplier shall process personal data received from or processed on behalf of WWF-UK in connection with this contract in accordance with clause 16 of the WWF Supplier Terms.
- 6.4. The details of the data processing shall be set out in the relevant statement of work.

7. Notices

- 7.1. Any notice given to a Party under or in connection with this supply agreement shall be in writing and shall be:
- (a) 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
 - (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

WWF-UK: CompanySecretary@wwf.org.uk

Supplier: [email address for supplier]

8. Attachments

- (1) Schedule 1 – Available Services Schedule
- (2) Template statement of work [including Data Processing Details schedule]

Signed for and on behalf of:
WWF-UK

Name:

Position:

Date:

Signed for and on behalf of:
[Supplier Name]

Name:

Position:

Date:

ATTACHMENT (1)

Schedule 1: Available Services Schedule

1. Available Services

The Supplier has agreed that the following services are available to WWF-UK and can be supplied under this supply agreement:

Service	Description (including any key deliverables)
[service]	[description]

2. Agreed Costs

Unless otherwise set out in the relevant statement of work, the agreed costs for the services are as follows:

Service	Agreed cost ([excluding VAT/including VAT])
[service]	[agreed cost – this may be an exact cost or the basis for the cost, e.g. hourly rate]

3. Expenses

In addition to the costs set out above, WWF-UK agrees to pay the Supplier for expenses as detailed in the relevant statement of work. Expenses will only be paid in accordance with clause 10.4 of the WWF Supplier Terms.

ATTACHMENT (2)

Template Statement of Work

STATEMENT OF WORK

This Statement of Work is made on [DATE]

Parties

- (1) **WWF-UK** a company limited by guarantee registered in England and Wales with company number 4016725 and a charity registered in England and Wales with charity number 1081247 and in Scotland with charity number SC039593 whose registered office is Living Planet Centre, Brewery Road, Woking, Surrey, GU21 4LL ("**WWF-UK**"); and
- (2) [**supplier name**] a company registered in England and Wales with company number [company number] whose registered office is [address] ("**Supplier**")

OR

- (2) [**SUPPLIER NAME**] of [address] (the "**Supplier**").

each a "**Party**" and together the "**Parties**".

1. Status of this statement of work

Further to the supply agreement for the supply of services between WWF-UK and the Supplier dated [DATE] (the "**Supply Agreement**"), the Supplier agrees to provide services to WWF-UK as set out in this statement of work.

Unless otherwise provided or unless the context otherwise requires, all words and expressions defined in the Supply Agreement shall have the same respective meanings in this statement of work.

The Supplier shall supply services to WWF-UK in accordance with the terms of this statement of work, the Supply Agreement and the WWF Supplier Terms (as defined in the Supply Agreement). In the event of a conflict between any applicable terms, the following order of precedence will apply: (i) this statement of work, (ii) the Supply Agreement, (iii) the WWF Supplier Terms.

2. Term

This statement of work shall start on [DATE] and end on [DATE].

3. Services

Services	[description of the services that you have agreed the supplier will provide]
Deliverables	[description of any key deliverables that the supplier will be providing – e.g. reports, documents etc.]
Scheduled Delivery Date(s)	[the agreed timetable and deadlines for performance of the services – either set dates of timeframes]

KPIs	[any agreed key performance indicators (KPIs)]
Reporting	[agreed reporting for measuring and monitoring KPIs – e.g. monthly reports, weekly meetings]
Acceptance criteria (if applicable)	[any agreed criteria for deeming that services have been supplied fully]
Additional obligations on the Supplier (if applicable)	[any additional agreed obligations that the Supplier will be bound by]

4. Agreed Costs

The agreed costs are:

Service	Agreed cost ([excluding VAT/including VAT])
[service]	[agreed cost]

5. Expenses

In addition to the costs set out above, WWF-UK agrees to pay the Supplier for expenses of up to £[maximum amount of expenses to be paid] ([excluding VAT/including VAT]) which related to [agreed expenses e.g. travel]. Expenses will only be paid in accordance with clause 10.4 of the WWF Supplier Terms.

6. [Data Protection]

[The Supplier shall process personal data received from or processed on behalf of WWF in connection with this statement of work in accordance with clause 16 of the WWF Supplier Terms. The details of the specific processing are set out in the Specific Processing Details schedule attached to this statement of work.]

7. Amendment to terms

This statement of work can only be amended by prior written agreement between the Parties.

8. Attachments

(1) [Schedule 1 - Data Processing Details]

Signed for and on behalf of:
WWF-UK

Name:

Position:

Date:

Signed for and on behalf of:
[SUPPLIER NAME]

Name:

Position:

Date:

DRAFT

Statement of Work, schedule 1: Data Processing Details

Brief description of processing	[description of what the processing of personal data relates to, e.g. description of the activities under the main contract]
Duration of processing	[duration that the personal data will be processed]
Processing being carried out	<p>[Please mark]:</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</p> <p><input type="checkbox"/> Destruction/erasure</p> <p><input type="checkbox"/> Other :</p>
Method of processing	[description of the methods of processing – how is the data being processed? e.g. describe systems/software which are handling personal data]
Reason for processing	[why do we need there to be processing of personal data?]
Categories of personal data	[list all categories of personal data, e.g. name, address, postcode, ethnicity, gender]
Data subjects	[description of all categories that the data relates to]
Risks that the data processing poses to data subjects (if any)	[description of risks, e.g. resulting from illegitimate access to data, unwanted modification to data, deletion of data, publication of data]
Mitigating measures being taken to address those risks	[description of measures being taken to address the risks above e.g. encryption, minimisation of data, anonymisation of data, security measures listed in Schedule X]

SUPPLY AGREEMENT FOR THE SUPPLY OF GOODS TO WWF-UK (STANDARD SUPPLY)

This supply agreement is made on the date of the last signature between:

- (1) **WWF-UK** a company limited by guarantee registered in England and Wales with company number 4016725 and a charity registered in England and Wales with charity number 1081247 and in Scotland with charity number SC039593 whose registered office is Living Planet Centre, Brewery Road, Woking, Surrey, GU21 4LL ("**WWF-UK**"); and
- (2) [**SUPPLIER NAME**] a company registered in England and Wales with company number [company number] whose registered office is [registered office] (the "**Supplier**").

OR

- (2) [**SUPPLIER NAME**] of [address] (the "**Supplier**").

each a "**Party**" and together the "**Parties**".

Background

- (A) The Supplier is [supplier description].
- (B) WWF-UK wishes to appoint the Supplier to supply goods and associated services on the terms of this supply agreement.

It is agreed:

1. Basis of contract

- 1.1. This supply agreement incorporates the Terms and Conditions for the supply of Goods and Services to WWF-UK by a Third-Party Supplier – version 2 (Nov 22) which are set out at the following link: [WWF-UK Supplier Terms v2 \(Nov 22\)](#) (the "**WWF Supplier Terms**").
- 1.2. This supply agreement, alongside the WWF Supplier Terms, sets out the terms that apply to the contract between WWF-UK and the Supplier for the supply of goods (the "**Contract**").
- 1.3. Unless otherwise defined, terms defined in the WWF Supplier Terms shall have the same meaning in this supply agreement.
- 1.4. In the event of a conflict between the terms set out in this supply agreement and the WWF Supplier Terms, the terms appearing in this supply agreement shall prevail.
- 1.5. In performing its obligations under the Contract, the Supplier shall comply with the WWF Supplier Code of Conduct and any WWF-UK policy which the WWF Supplier Term or this supply agreement requires compliance with. It is the Supplier's responsibility to ensure that it has a copy of any such policy.

2. Term

- 2.1. Start Date: [date that you have agreed the contract will come into force].
- 2.2. End Date: [date that you have agreed the contract will expire/end], unless terminated early:
 - (a) in accordance with the terms of this supply agreement or the WWF Supplier Terms; 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.

3. Supply of Goods

- 3.1. The Supplier shall supply, to WWF-UK, the goods set out in the Goods Schedule (schedule 1) (the "Goods").
- 3.2. The Supplier shall supply the Goods to WWF-UK in accordance with the terms of this supply agreement and the WWF Supplier Terms.

4. [Changes to Agreed Costs]

- 4.1. The costs set out in the Goods Schedule are to be locked in for 12 months, from the Start Date. If the Supplier wishes to increase these charges after the initial period of 12 months, such proposed increase shall be notified to WWF-UK as soon as possible and in any event within 12 weeks of such proposed increase, and shall be subject to discussion and written approval from WWF-UK. Any such review shall be an inflation linked increase or decrease in fees (an "inflation review"). Any such inflation review shall reflect both upwards and downwards trends and any adjustment must not exceed the percentage amount change to the CPI since the contract anniversary date immediately prior to the date at which the proposed adjustment is intended to apply.
- 4.2. The Parties agree that no more than one adjustment (upwards or downwards) may be proposed during any given 12-month period.
- 4.3. "CPI" means the Consumer Price Index published by the Office for National Statistics (ONS) in the United Kingdom from time to time or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in the United Kingdom.

5. Notices

- 5.1. Any notice given to a Party under or in connection with this supply agreement shall be in writing and shall be:
 - (a) 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
 - (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

WWF-UK: CompanySecretary@wwf.org.uk

Supplier: [email address for supplier]

6. Attachments

- (1) Schedule 1 – Goods Schedule

Signed for and on behalf of:

WWF-UK

Name:

Position:

Date:

Signed for and on behalf of:

[Supplier Name]

Name:

Position:

Date:

ATTACHMENT (1)

Schedule 1: Goods Schedule

1. The Goods

The Supplier has agreed to supply the following goods under this supply agreement:

Product name	Product code (if applicable)	Individual product specifications (if applicable)
[product name]		
[product name]		

2. Supply of Goods

Unless otherwise agreed by WWF-UK in writing, the following specifics shall apply to the supply of goods under this supply agreement:

Scheduled Delivery Date(s)	[the agreed date(s) for delivery]
Delivery Address	[the agreed address that the goods will be delivered and any agreed specific location at that address – e.g. warehouse number, loading bay number, reception]
Acceptance Criteria (if applicable)	[any agreed criteria for the goods]
Additional obligations on the Supplier (if applicable)	[any additional agreed terms that the Supplier will be bound by]

3. Agreed Costs

The agreed costs for the Goods are:

Product name	Cost per unit ([excluding VAT/including VAT])	Additional charges (if applicable) ([excluding VAT/including VAT])
[product name]	[agreed cost]	[agreed cost]
[product name]	[agreed cost]	[agreed cost]

SUPPLY AGREEMENT FOR THE SUPPLY OF GOODS TO WWF-UK (FRAMEWORK AGREEMENT)

This agreement is made on the date of the last signature between:

- (1) **WWF-UK** a company limited by guarantee registered in England and Wales with company number 4016725 and a charity registered in England and Wales with charity number 1081247 and in Scotland with charity number SC039593 whose registered office is Living Planet Centre, Brewery Road, Woking, Surrey, GU21 4LL ("**WWF-UK**"); and
- (2) [**SUPPLIER NAME**] a company registered in England and Wales with company number [company number] whose registered office is [registered office] (the "**Supplier**").

OR

- (2) [**SUPPLIER NAME**] of [address] (the "**Supplier**").

each a "**Party**" and together the "**Parties**".

Background

- (A) The Supplier is [supplier description].
- (B) WWF-UK wishes to appoint the Supplier to supply goods and associated services on the terms of this supply agreement.

It is agreed:

1. **WWF Supplier Terms**

- 1.1. This supply agreement incorporates the Terms and Conditions for the supply of Goods and Services to WWF-UK by a Third-Party Supplier – version 2 (Nov 22) which are set out at the following link: WWF-UK Supplier Terms v2 (Nov 22) (the "**WWF Supplier Terms**").
- 1.2. This supply agreement, alongside the WWF Supplier Terms, sets out the terms that apply to the contract between WWF-UK and the Supplier for the supply of goods (the "**Contract**").
- 1.3. Unless otherwise defined, terms defined in the WWF Supplier Terms shall have the same meaning in this supply agreement.
- 1.4. In the event of a conflict between the terms set out in this supply agreement and the WWF Supplier Terms, the terms appearing in this supply agreement shall prevail.
- 1.5. In performing its obligations under the Contract, the Supplier shall comply with the WWF Supplier Code of Conduct and any WWF-UK policy which the WWF Supplier Term or this supply agreement requires compliance with. It is the Supplier's responsibility to ensure that it has a copy of any such policy.

2. **Term**

- 2.1. Start Date: [date that you have agreed the contract will come into force].
- 2.2. End Date: [date that you have agreed the contract will expire/end], unless terminated:
 - (a) in accordance with the terms of this supply agreement or the WWF Supplier Terms; 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.

3. Supply of Goods

- 3.1. During the term of this supply agreement, the Supplier shall supply, to WWF-UK, such quantities of goods as WWF-UK may order from the list of available goods in the Goods Schedule (schedule 1) (the “**Goods**”).
- 3.2. Each order for goods must be in writing and shall be confirmed in writing by the Supplier within two Working Days of receipt.
- 3.3. The Supplier shall supply the Goods to WWF-UK in accordance with the terms of this supply agreement and the WWF Supplier Terms.

4. Agreed Costs

- 4.1. The Supplier shall supply the Goods to WWF-UK at the costs set out in the Goods Schedule.
- 4.2. Any goods that the Supplier agrees to supply to WWF-UK where the specification or product requirements will differ from those set out in the Goods Schedule shall be supplied at a cost agreed in writing between the Supplier and WWF-UK at the time of the order and shall in all other respects be subject to the terms of this supply agreement.
- 4.3. Any goods that the supplier agrees to supply to WWF-UK beyond those in the Goods Schedule will be supplied at a cost agreed in writing between the Supplier and WWF-UK at the time of the order and shall in all other respects be subject to the terms of this supply agreement.

5. [Changes to Agreed Costs]

- 5.1. The costs set out in the Goods Schedule are to be locked in for 12 months, from the Start Date. If the Supplier wishes to increase these charges after the initial period of 12 months, such proposed increase shall be notified to WWF-UK as soon as possible and in any event within 12 weeks of such proposed increase, and shall be subject to discussion and written approval from WWF-UK. Any such review shall be an inflation linked increase or decrease in fees (an “**inflation review**”). Any such inflation review shall reflect both upwards and downwards trends and any adjustment must not exceed the percentage amount change to the CPI since the contract anniversary date immediately prior to the date at which the proposed adjustment is intended to apply.
- 5.2. The Parties agree that no more than one adjustment (upwards or downwards) may be proposed during any given 12-month period.
- 5.3. “**CPI**” means the Consumer Price Index published by the Office for National Statistics (ONS) in the United Kingdom from time to time or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in the United Kingdom.

6. Notices

- 6.1. Any notice given to a Party under or in connection with this supply agreement shall be in writing and shall be:
 - (a) 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
 - (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

WWF-UK: CompanySecretary@wwf.org.uk

Supplier: [email address for supplier]

7. Attachments

(1) Schedule 1 – Goods Schedule

Signed for and on behalf of:

WWF-UK

Name:

Position:

Date:

Signed for and on behalf of:

[Supplier Name]

Name:

Position:

Date:

DRAFT

ATTACHMENT (1)

Schedule 1: Goods Schedule

1. Available goods

The Supplier has agreed that the following goods are available to WWF-UK and can be supplied under this supply agreement:

Product name	Product code (if applicable)	Individual product specifications (if applicable)
[product name]		
[product name]		

2. Supply of Goods

Unless otherwise agreed by WWF-UK in writing, the following specifics shall apply to the supply of goods under this supply agreement:

Scheduled Delivery Date(s)	[the agreed date(s) for delivery]
Delivery Address	[the agreed address that the goods will be delivered and any agreed specific location at that address – e.g. warehouse number, loading bay number, reception]
Acceptance Criteria (if applicable)	[any agreed criteria for the goods]
Additional obligations on the Supplier (if applicable)	[any additional agreed terms that the Supplier will be bound by]

3. Agreed Costs

The agreed costs for the Goods are:

Product name	Cost per unit ([excluding VAT/including VAT])	Additional charges (if applicable) ([excluding VAT/including VAT])
[product name]	[agreed cost]	
[product name]	[agreed cost]	