

Annex 1: General terms and conditions

The successful applicant organisation must be able to must confirm their agreement to the following terms and conditions:

(i) WWF INTERNATIONAL COPYRIGHT

For the purposes of this clause, the term 'Works' refers to all works of authorship and inventions created pursuant to the Framework Agreement, including, but not limited to, films, photographs, graphic works, maps, video recordings, books, articles, writings, and materials embodying such works of authorship and inventions whether produced during or after the term of this Agreement.

The provider shall irrevocably transfer and assign to WWF International all rights, title, and interest, in Switzerland and throughout the world, in the Works, including the copyright and patent thereof (for the full terms and extension thereof, in every jurisdiction). agrees to take whatever steps are necessary to assist WWF International in asserting and protecting such rights.

The provider shall not be entitled to use any of the Works except to the extent expressly agreed to in writing. WWF International will not unreasonably refuse to consent to non-commercial use of the Works.

(ii) CONFIDENTIALITY

Information including but not limited to the Luc Hoffmann Institute's plans, strategy, projects, designs, costs, finances, marketing plans, business opportunities, data on personnel, research

data, Intellectual Property Rights, data on development or know-how, will be considered confidential "Confidential Information". For the purposes of this Agreement, all information that the Luc Hoffmann Institute at World Wide Fund for Nature provides to the provider, all information pertaining to the Services performed by the provider, and all information regarding the Luc Hoffmann Institute's activities shall be deemed and treated as "Confidential Information" unless and until the Luc Hoffmann Institute specifically authorises the provider in writing that any such information may be treated as public.

Confidential Information shall not include information that: 1) is now or subsequently becomes generally available to the public through no fault or breach on the part of the recipient; 2) the recipient can demonstrate to have had rightfully in its possession without any subsisting obligation of confidence prior to disclosure to the recipient by the discloser; 3) is independently developed by the provider without the use of any Confidential Information; or 4) the provider rightfully obtains from a third party who has the right to transfer or disclose it and is not held under any other obligation of confidence.

The provider agrees to maintain all Confidential Information strictly confidential and not to disclose it to any third party except as in accordance with the terms of this Agreement. The provider agrees to use reasonable care, but in no event no less than the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorised use, disclosure, publication or dissemination of Confidential Information.

(iii) TAXES

WWF International is liable to pay the VAT due on the fees invoiced by the successful applicant if the successful applicant is registered in Switzerland. The successful applicant shall then in turn be liable to pay the Swiss authorities for all taxes arising out of payments made to the successful applicant pursuant to this Agreement. If the successful applicant is not registered in Switzerland, the Swiss VAT shall be payable to the Swiss authorities by WWF International directly.

(iv) LIABILITY

The provider shall ensure that it has adequate and appropriate insurance to protect against any loss or damage which may be sustained in the course of carrying out the Assignment.

WWF International shall not, in any circumstance or for any reason, be held liable for loss or damage sustained or caused by the provider, its personnel or third parties employed in the course of implementing the Assignment unless the loss or damage is due to the fault of WWF International.

(v) INDEMNIFICATION

The provider agrees to indemnify WWF International, together with its officers, directors, employees, and agents, against any claims, losses, damages, and other liabilities arising in connection with this Agreement, except to the extent that the claim, loss, damage, or other liability is due to the fault of WWF International.

(vi) CONTROLLING LAW

The Agreement shall be governed and construed in accordance with Swiss law. All disputes which cannot be settled amicably shall be decided by the Courts of the Canton of Geneva with the right of appeal to the Federal Court where applicable.

(vii) COMMITMENT TO INTEGRITY AND GOOD CONDUCT

WWF commits to the highest standards of professionalism, integrity and ethics in our workplace and in our activities. As such WWF has adopted the WWF Code of Ethics (found [here](#)) and the

WWF Fraud and Corruption Prevention and Investigation Policy (found [here](#)). This commitment is fundamental to creating effective, lasting and equitable solutions to today's environmental challenges. Recognizing that WWF is only one of many actors, we expect all our grantees, contractual partners and other parties with whom we work to read, understand and abide by the same policies and commit to the following:

Respect people's rights in accordance with customary, national and international human rights laws, including vulnerable groups such as children.

Comply with, and provide active support to WWF to ensure reasonable compliance with, all **applicable laws** including but not limited to applicable laws and regulations with respect to bribery, fraud or other anti-corruption (e.g., if applicable, UK **Bribery** Act 2010, UK Modern Slavery Act 2015, or US Foreign **Corruption** Practice Act), and similar legislation in your jurisdiction.

3. Respect integrity in the **use of funds and assets** which may be provided through this agreement, including taking appropriate measures to prevent, detect and respond to concerns of misappropriation or other illegal event; this includes implementing **appropriate policies and procedures**, and ensuring that employees, sub-contractors or third parties respect the same;

Respect and safeguard employees to prevent and respond to **discrimination, harassment, abuse of power, and gender inequity** in the workplace.

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 respecting labour restrictions related to children in line with applicable local laws and/or [ILO Labour Standards](#), whichever is the higher standard.

Respect standards and agreements around confidentiality, including but not limited to the sharing of business sensitive information and personal data as protected by applicable legislation.

The provider warrants that it has never offered, given or agreed to give to any person any **inducement** or reward (or anything which might be considered an inducement or reward) in connection with the entering into or carrying out the Agreement. Nor to its knowledge is there a **conflict of interest** which incited WWF to sign the Agreement. The provider shall promptly disclose in writing to WWF any conflicts of interest which could negatively impact WWF.