



1. GENERAL

- 1.1. These are the standard terms and conditions of World Animal Protection, a company limited by guarantee, incorporated in England and Wales, registered office address: 3rd Floor, 86 – 90 Paul Street, London EC2A 4NE, United Kingdom, registered company no 04029540. (“**World Animal Protection**”).
- 1.2. The person or company providing the goods or services to World Animal Protection is referred to as “**the Supplier**” throughout these terms.
- 1.3. These terms combined with the statement of work (“**SoW**”) shall form the legal agreement between the parties (“**Contract**”) in respect of the services.
- 1.4. The services (“**Services**”) to be supplied to World Animal Protection shall be set out in the SoW.

2. OBLIGATIONS OF THE SUPPLIER

- 2.1. The Supplier shall:
 - 2.1.1. provide all Goods and Services promptly and in accordance with any Statements of Work;
 - 2.1.2. perform the Services or provide any Goods with the highest level of care, skill and diligence in accordance with best practice in the Supplier’s industry, profession or trade;
 - 2.1.3. ensure any deliverables and all goods, materials, standards and techniques used in delivering the Services or providing the Goods are of the best quality and are free from defects in workmanship, installation and design;
 - 2.1.4. cooperate with World Animal Protection’s instructions in performance of the Services;
 - 2.1.5. observe all laws relating to health and safety and discrimination whilst performing the Services;
 - 2.1.6. ensure all personnel involved in the provision of the Services have suitable skills and experience to enable them to properly perform the Services; and

- 2.1.7. The Supplier shall not do anything or omit to do anything which could result in World Animal Protection breaching its corporate policies (which may be amended from time to time) nor act in any way that contravenes the Anti-Fraud Policy as amended from time to time. The relevant corporate policies are available [online](#) at all times.
- 2.2. In providing the Services, the Supplier shall do nothing nor act in a manner that would bring or is likely to bring damage to World Animal Protection’s reputation or goodwill.
- 2.3. The Supplier shall have no authority and shall not hold itself out as having authority to bind World Animal Protection, unless World Animal Protection has specifically permitted this in writing in advance.
- 2.4. The Supplier warrants that:
 - 2.4.1. they have the necessary permits, registrations and permissions in all relevant jurisdictions to perform the Services and will comply with relevant legal requirements at all times in performance of the Services; and
 - 2.4.2. that World Animal Protection has made available all information and documentation considered necessary and the Supplier enters into the Contract on the basis of their own due diligence.
- 2.5. The Supplier shall not sub-contract provision of the Services without the prior written approval of World Animal Protection. World Animal Protection reserves the right to place conditions upon the approval of sub-contractors, such as requiring the Supplier to enter into an agreement with the sub-contractor that binds the to at least the same obligations as set out in this Contract.
 - 1.1 The Supplier shall comply with the corporate policies of World Animal Protection as amended from time to time as set out on this webpage: <https://www.worldanimalprotection.org/about-us/governance/>

3. FEE, PAYMENT AND EXPENSES

- 3.1. In consideration for proper performance of the Services, World Animal Protection shall pay the Supplier the fee set out in the SoW (“**the Fee**”) in accordance with the payment terms set out in this clause 3 and World Animal Protection finance

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procedures as communicated to the Supplier from time to time.

- 3.2. World Animal Protection shall be entitled to withhold all or part of the Fee if the Services are not carried out satisfactorily and pursuant to the Contract.
- 3.3. Unless otherwise agreed in writing, the Supplier shall be responsible for all the expenses incurred in providing the Services. If World Animal Protection agrees to reimburse reasonably incurred expenses, it shall do so in accordance with its Expenses Policy as amended from time to time.
- 3.4. Unless otherwise agreed in writing, the Supplier shall provide all necessary equipment in providing the Services.
- 3.5. Invoices must be submitted by email attachment to accountspayable@worldanimalprotection.org and the World Animal Protection's contact person on the SoW on a monthly basis. Invoices must contain a brief description of the Services, bank details for payment via BACS transfer and the Fee being requested, including any calculations if the Fees are calculated by reference to a day or hourly rate. Payment shall be made within 30 (thirty) days of receipt of a valid invoice.

4. CONFIDENTIAL INFORMATION

- 4.1 The Supplier will, and shall procure its staff and personnel and/or any of the persons or organisations engaged to provide the Services will, keep secret and not disclose or permit to be disclosed to any person or make use of or permit to be made use of any confidential information relating to World Animal Protection or any of its dealings and/or activities including (but not limited to) business plans, budgets, finances and proposed future activities. This obligation will remain in force notwithstanding termination of this Contract for any reason whatsoever provided that the obligations contained in this clause will not apply to information which:
 - 4.1.1. comes into the public domain otherwise than due to a breach of the Supplier's obligations; or
 - 4.1.2. the Supplier can prove was in its possession free of restriction at the time this Contract was entered into; or

- 4.1.3. comes into the possession of the Supplier from a third party without involving any breach of obligation to World Animal Protection.

- 4.2 All documents, manuals, hardware and software provided for the Supplier's use by World Animal Protection, and any data or documents (including copies) produced, maintained or stored on World Animal Protection's computer systems or other electronic equipment (including mobile phones if provided by World Animal Protection) remain the property of World Animal Protection.

5. DATA PROTECTION AND DATA PROCESSING

- 5.1. The Supplier may be required to process, exchange, import or export any personal data ("**Personal Data**") in performance of the Services and so they shall, at all times, comply with the relevant data protection policies and procedures of World Animal Protection, UK GDPR and any data protection provisions included in any SoW entered into between the parties.
- 5.2. World Animal Protection may process Personal Data relating to the Supplier (including its staff and personnel and/or any of the persons or organisations engaged to provide the Services) for certain legitimate business purposes, which include legal, personnel, administrative and management purposes.
- 5.3. The Supplier shall comply with the data processing provisions included in Appendix A when processing Personal Data on behalf of World Animal Protection.

6. ASSIGNMENT OF RIGHTS

- 6.1. The Supplier hereby assigns and grants to World Animal Protection throughout the world:
 - 6.1.1. with full title guarantee all of the Supplier's rights, title and interest in and to the entire intellectual property including (without limitation) the entire: copyright (and by way of immediate assignment of present and future copyright), registered and unregistered trade marks, design rights, goodwill and all other rights and interests whatsoever in all products of the Services, throughout the world for the full period of such rights therein (or of such other rights as are similar and/or equivalent to the rights listed in this clause 6.1.1), and all

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renewals and extensions of such rights (the “**Contract Rights**”), in perpetuity for World Animal Protection’s own use and benefit absolutely;

- 6.2. consent under the Copyright Designs and Patents Act 1988, or any statutory modification or re-enactment, to enable World Animal Protection to make the fullest use of the Services;
- 6.3. The Supplier agrees to procure waivers from all authors of the Contract Rights, under which such authors will waive any moral rights in products of the Services as may be conferred by legislation enacting Chapter IV of Part 1 of the Copyright, Designs and Patents Act 1988, or any other legislation in force from time to time enacted in any jurisdiction conferring moral rights.
- 6.4. The Supplier warrants that the exploitation of the rights assigned in accordance with this Contract will not infringe the rights of any third party, and that it shall obtain all necessary rights and permissions to ensure World Animal Protection can enjoy the Contract Rights assigned to World Animal Protection under clause 6.1.
- 6.5. World Animal Protection grants to the Supplier a non-exclusive, non-transferrable, worldwide, royalty-free licence for the duration of the Services to use World Animal Protection Trademarks solely in connection with the performance of the Supplier’s obligations in connection with this Contract.
- 6.6. To the extent that the Supplier is permitted to use World Animal Protection Trademarks and/or World Animal Protection’s name the Supplier will observe at all times any directions given by World Animal Protection in connection with exercising those rights.
- 6.7. The obligations and rights contained in clauses 6.1, 6.2, 6.3 and 6.4 shall remain in force notwithstanding termination of the Contract for any reason whatsoever.

7. TERMINATION

- 7.1. This Contract shall commence on the date set out in the SoW and expire on the date set out in the SoW subject to this clause 7.
- 7.2. Either party may give the other party one (1) months’ notice to terminate the Contract in writing at any time.

7.3. Without prejudice to other remedies, World Animal Protection may terminate this Contract immediately upon service of written notice to the Supplier if the Supplier:

- 7.3.1. commits any material breach of any of the terms of this Contract; or
- 7.3.2. is unable to perform the Services promptly because of a Force Majeure event (subject to clause 8); or
- 7.3.3. is in actual or suspect breach of World Animal Protection’s Anti-Bribery and Fraud Policy as amended from time to time; or
- 7.3.4. fails or refuses after being served with written warning by World Animal Protection to provide the Services in a manner and at a time reasonably required by World Animal Protection; or
- 7.3.5. is guilty of gross misconduct or conduct which might be prejudicial to the interest of World Animal Protection, and/or which damages or is likely to damage the reputation or goodwill of World Animal Protection.

8. FORCE MAJEURE

- 8.1. For the purposes of the Contract, ‘Force Majeure’ means any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party being prevented, without limitation, strikes, lockouts or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, epidemics and pandemics, compliance with any law or governmental order, rule regulation or direction, accident, fire, flood, storm or default of the Supplier.
- 8.2. No party shall be entitled to bring a claim for a breach of obligations under the Contract by the other party or incur any liability to the other party for any loss or damages incurred by that party to the extent that Force Majeure prevents a party from carrying out their respective obligations and that the required notifications have been made in accordance with clause 8.3.
- 8.3. In the occurrence of Force Majeure, the affected party shall notify the other party as soon as practicable. The notification shall include details of the nature and

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extent of the Force Majeure and any action proposed to mitigate its effect.

8.4. As soon as practicable, following such notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure and facilitate the continued performance of the Contract.

8.5. If the Force Majeure prevents, hinders or delays performance of the Supplier's obligations for a continuous period of fourteen (14) calendar days the Contract may be terminated in accordance with clause 7.

9. INSURANCE, LIABILITY AND INDEMNITY

9.1. Except in the event that indemnity arises from World Animal Protection's negligence and subject to any laws relating to the limiting of liability, the Supplier agrees to indemnify and keep indemnified World Animal Protection against all and any loss, damages, claims, expenses, liability or costs (including reasonable legal costs on an indemnity basis) of any nature incurred or sustained by World Animal Protection arising out of or in connection with the performance (or non-performance/delay in performance) of the Services by the Supplier. This includes without limitation any claim that relates to the infringement of a third party's intellectual property rights resulting from the supply of Services by the Supplier.

9.2. The Supplier shall maintain in force during the period of this Contract adequate and appropriate insurance cover with reputable insurers acceptable to World Animal Protection in respect of its potential liability under this Contract and shall promptly provide to World Animal Protection any evidence, documents or materials reasonably requested by World Animal Protection in relation to such insurance cover.

9.3. Nothing in this clause limits/excludes either party from liability for death or personal injury resulting from either party's negligence, for which no limitation applies.

10. DISCRIMINATION

10.1. In performing their obligations under this Contract, each party shall use its reasonable endeavours to procure that its employees and representatives (where application) shall:

10.1.1. refrain from discriminating directly or indirectly against any person on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation;

10.1.2. comply with and act in a way which is compatible with relevant 'Equality Law' including but not limited to the European Convention on Human Rights, any employment rights and legislation as amended from time to time, and all applicable legislation and regulations relating to equality and non-discrimination, including the UK's Equality Act 2010 as amended from time to time; and

10.1.3. comply with all applicable laws, regulations, codes and sanctions relating to anti-slavery and anti-human trafficking, including but not limited to the UK's Modern Slavery Act.

11. NOTICES

11.1. Any notice to be served in respect of this Contract must be addressed to the following:

- For World Animal Protection, to legal@worldanimalprotection.org
- For the Supplier, to the contact person listed on the SoW.

12. VARIATION

12.1. This Contract may only be varied in writing by mutual agreement of both parties. Such agreement can be made via email or letter (which can be submitted electronically or via hard copy).

12.2. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract and no person other than the Supplier and World Animal Protection shall have any rights under it.

13. NON-SOLICITATION

13.1. The Supplier agrees that they will not, either on their own account or in partnership or association with any person, firm, company or organisation or otherwise, whether directly or indirectly and during or for a period of twelve months from the end of the term of the

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Contract, solicit or entice away or attempt to entice away, or contract directly with, any employee of World Animal Protection who has worked on the Services provided under the Contract.

14. GOVERNING LAW AND JURISDICTION

14.1. This Contract and any dispute or claim arising out of or in connection with it or the Services shall be governed by and in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or the Services.

15. APPENDIX A – DATA PROTECTION

15.1. The parties acknowledge that UK GDPR (as amended from time to time) shall apply at all times to this Contract in the event that any personal data (“**Personal Data**”) is processed in performance of the Services and shall include a set of data protection particulars in each SoW as applicable.

15.2. If the Supplier is required to process, exchange, import or export any Personal Data in performance of the Services they shall, at all times, comply with the relevant data protection policies and procedures of World Animal Protection, UK GDPR and the provisions of this Contract.

15.3. The Supplier shall, in relation to any World Animal Protection Personal Data:

15.3.1. process that Personal Data only on the documented instructions of World Animal Protection as set out in this Contract, unless the Supplier is required by any data protection laws to otherwise process that Personal Data. Where the Supplier is relying on data protection laws as the basis for processing Processor Data, they shall promptly notify World Animal Protection of this before performing the processing to the extent such notification is permitted by law;

15.3.2. implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against its accidental loss, damage or destruction, including (but not limited to) as appropriate:

I. the pseudonymisation and encryption of Personal Data;

II. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

III. the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and

IV. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

15.3.3. In assessing the appropriate level of security the Supplier shall take into account in particular of the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data transmitted, stored or otherwise processed.

15.3.4. ensure, and procure that anyone who has access to and/or process the Personal Data are obliged to keep the Personal Data confidential; and

15.3.5. promptly assist World Animal Protection in responding to any request from a data subject and in ensuring compliance with World Animal Protection’s obligations under UK GDPR with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, the Supplier shall promptly and within forty eight (48) hours notify World Animal Protection if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of Personal Data;

15.3.6. notify World Animal Protection without undue delay and normally within twenty-four (24) hours after becoming aware of a personal data breach and on suspecting the same, the Supplier shall promptly

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conduct an initial assessment to determine, with a reasonable degree of certainty, whether the event or incident qualifies for notification to World Animal Protection under this clause and shall provide a copy of this initial assessment along with such notification;

15.3.7. at the written direction of World Animal Protection, delete or return all Personal Data on termination or expiry of the Contract, and certify to World Animal Protection in writing it has done so, the obligation to "delete" data includes the obligation to delete data from back-up systems as well as live systems; and

15.3.8. maintain adequate records, and, on World Animal Protection's request, make available such information as World Animal Protection may reasonably request, and allow for and submit its premises and operations to audits, including inspections to demonstrate its compliance with UK GDPR and the terms of this Agreement pertaining to Personal Data.

15.4. The Supplier shall not, without the prior written consent of World Animal Protection (and in any event subject to the Supplier providing World Animal Protection with reasonable evidence that such activity is being undertaken in full compliance with UK GDPR):

15.4.1. appoint or replace (or change the terms of the appointment of) any other processor in

relation to Personal Data or transfer any Personal Data to the same; or

15.4.2. carry out, via itself or via any other processor, any processing of Personal Data, or transfer any Personal Data, outside of the UK, including processing Personal Data on equipment situated outside of the UK.

15.5. With regards to indemnity and liability:

15.5.1. the Supplier shall indemnify and keep World Animal Protection indemnified from and against any and all costs, damages and expenses of any kind arising from any claim or demand brought by any person, data subject, Commissioner or supervisory authority as a result of any breach or alleged breach by the Supplier of any data protection law or its obligations under liability for losses arising from breaches of clause 15.

15.6. World Animal Protection may process Personal Data relating to the Supplier for certain legitimate business purposes, which include legal, personnel, administrative and management purposes.

1.2 The Supplier must not extract or copy any information from World Animal Protection systems without prior written approval from the Director of Governance and Legal Services.
