1 INTERPRETATION

In these Terms and Conditions, the following definitions apply:

1.1. Third Party: the consultant (person or company) or Supplier who provides the Services to World Animal Protection

1.2. Commencement Date: has the meaning set out in the Engagement Letter.

1.3. Contract means the Letter of Engagement and these Terms and Conditions (as amended from time to time in accordance with clause 11) between World Animal Protection and the Third party for the supply of Services.


1.5. Services: the services supplied by the Third party to World Animal Protection as set out in the Letter of Engagement.

1.6. Letter of Engagement: A written letter from World Animal Protection to the Third party confirming the Commencement Date, Term of the Contract, the detailed description of the Services, Places(s) of Services, the Fee (and any VAT payable), contract number and, if applicable, the types of Personal Data, processing and categories of Data Subjects.


1.8. World Animal Protection’s Expenses Policy: World Animal Protection will make this document available as and when requested.

2 SUPPLY OF SERVICES

2.1. The Third party will supply the services specified in the Letter of Engagement to this Agreement (“the Services”) upon the terms and conditions set out below.

3 FEE, PAYMENT AND EXPENSES

3.1. World Animal Protection shall pay the Third party the fee set out in the Letter of Engagement (“the Fee”) in accordance with the payment terms set out in the Letter of Engagement.

3.2. Unless otherwise agreed in writing between World Animal Protection and the Third party, the Third party shall be responsible for all expenses incurred by its staff or personnel in relation to the provision of Services.

3.3. The Third party shall abide by World Animal Protection’s Expenses Policy should World Animal Protection agree to reimburse all or any of the Third party’s reasonable expenses.

3.4. Invoices should be submitted by email attachment to accounts payable@worldanimalprotection.org and the World Animal Protection’s contact person on the letter of Engagement on a monthly basis. Please state the Contract Number on the invoice and provide a brief description of the services rendered/day(s) worked (if on a daily rate).

3.5. Payment terms: 30 (thirty) days after receipt of invoice.

3.6. Payment method: BACS transfer. Invoices should include bank details.

4 CONFIDENTIAL INFORMATION

4.1. The Third party 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 Agreement 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 Third party’s obligations; or

4.1.2. the Third party can prove was in its possession free of restriction at the time this Agreement was entered into; or

4.1.3. comes into the possession of the Third party 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 Third party’s use by World Animal Protection, and any other documents (including copies) produced, maintained or stored on World Animal Protection’s computer systems or other electronic equipment (including mobile phones) provided by World Animal Protection remain the property of World Animal Protection.

5 THIRD PARTY’S OBLIGATIONS

5.1. The Third party will provide the Services promptly with reasonable skill and care and to the best of their ability.

5.2. In providing the Services, the Third party 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.

5.3. The Third party will comply with all relevant laws, regulations and best practice when providing the Services.

5.4. If the Third party is unable to provide the Services in accordance with this Agreement for any reason it shall notify World Animal Protection immediately and provide World Animal Protection with such information as it may require.

5.5. The Third party 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.

5.6. Any mistakes or errors in the services provided by the Third party must be rectified by the Third party without any additional costs to World Animal Protection.

5.7. The Third party shall not do anything or omit to do anything which could result in World Animal Protection breaching World Animal Protection’s corporate policies (as amended from time to time).

6 DATA PROTECTION AND DATA PROCESSING

6.1. World Animal Protection may process “personal data” relating to the Third party (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.

6.2. The Third party consents to World Animal Protection making such information available to those who provide products or services to World Animal Protection (such as advisers, funders, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of World Animal Protection or any part of its business).

6.3. The Third party shall comply with the data processing requirements at Appendix A when processing personal data on behalf of World Animal Protection or the Data Sharing Provisions set out on Appendix B.
7 ASSIGNMENT OF RIGHTS

7.1 The Third party hereby assigns and grants to World Animal Protection throughout the world:

7.1.1 with full title guarantee all of the Third party'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 trademarks, 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 7.1.1), and all renewals and extensions of such rights (the "Contract Rights"), in perpetuity for World Animal Protection's own use and benefit absolutely.

7.1.2 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;

7.2 The Third party 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.

7.3 The Third party warrants that the exploitation of the rights assigned by this Agreement 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 7.1.

7.4 The obligations contained in this clause 7.1 shall remain in force notwithstanding termination of this Agreement for any reason whatever.

8 TERMINATION

8.1 This Agreement shall remain in force from the date set out in the Engagement letter and shall continue thereafter unless and until terminated:

8.1.1 by either party on the expiry of 30 days' notice in writing given to the other at any time; or

8.1.2 in accordance with clause 8.2.

8.2 Without prejudice to other remedies, World Animal Protection may terminate this Agreement immediately upon service of written notice upon the Third party if the Third party:

8.2.1 commits any material breach of any of the terms of this Agreement;

8.2.2 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

8.2.3 be guilty, and/or if any of its staff or personnel are 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.

8.2.4 is found to have acted contrary to the letter of Engagement and / or the Data Processing Obligations.

9 TAXATION, INSURANCE AND LIABILITY

9.1 The Third party shall indemnify World Animal Protection for any loss, including (but not limited to) direct, indirect, special and consequential loss, loss of profit, reputation and/or goodwill, liability or costs (including reasonable legal costs) incurred by World Animal Protection in connection with the Services or any breach of this Agreement including, without limitation, a breach of the warranties in clause 7.3.

9.2 The Third party shall maintain in force during the period of this Agreement adequate and appropriate insurance cover with reputable insurers acceptable to World Animal Protection in respect of its potential liability under this Agreement, 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 In circumstances where the Third party suffers loss or damage arising out of or in relation to this Agreement, World Animal Protection accepts no liability and will not reimburse the Third party for any losses. Nothing in this clause limits/excludes World Animal Protection's liability for death or personal injury resulting from World Animal Protection's negligence, for which no limitation applies.

10 NOTICE

10.1 Any notice to be served on the Third party under this Agreement shall be deemed validly served if delivered to it at the above address, or such other address in the UK or email address which it has notified to World Animal Protection in writing.

11 VARIATION

11.1 This Agreement may only be varied by a document signed by representatives of World Animal Protection and the Third party.

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

12 NONSOLICITATION

12.1 The Client 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 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.

13 ANTIBRIBERY OBLIGATIONS OF THE THIRD PARTY

13.1 This World Animal Protection has a clear zero-tolerance anti-fraud, bribery and corruption policy. This forbids board members and staff of World Animal Protection, and all organisations and individuals funded by World Animal Protection, or any which have, or intend to have, a commercial relationship with World Animal Protection, from offering or attempting to offer, accepting or agreeing to accept, anything which could be construed as a bribe, of whatever size and in whatever form.

13.2 It requires all other parties with which it has a formal agreement to agree to abide by the provisions of this policy.

13.3 Should the Third party be found to be involved in an incident of fraud, bribery or other form of corruption in the course of actions covered by this or any other agreement with World Animal Protection, World Animal Protection reserves the right to cancel the agreement(s) without notice. In that case World Animal Protection will seek compensation for any losses, direct or indirect, which it may incur as a result of the cancellation or any related legal action against it and will take any other measures it considers appropriate.

13.4 The Third party is requested to adopt a similar approach to World Animal Protection with other parties with which it may engage in support of its work with World Animal Protection. It is also requested to inform World Animal Protection of any potentially corrupt offers made to it by another party in connection with its relationship with World Animal Protection.

14 GOVERNING LAW AND JURISDICTION

14.1 This Agreement 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 Agreement or the Services.
APPENDIX A – DATA PROCESSING OBLIGATIONS

1. In this Appendix, the following terms have the following meanings, notwithstanding any conflicting definitions in the Agreement:

“Agreement” means the agreement to which this Schedule is attached and of which this Schedule forms a part;

“controller”, “processor”, “personal data” and “processing” (and “process”) shall have the meanings given to them in the DPA and, once the GDPR has entered into force in the UK or there are equivalent obligations under domestic legislation, shall have the meanings given to the following terms in the GDPR: “controller”, “processor”, “personal data” and “processing” (and “process”);

“Data Subject/s” means the individuals whose Personal Data is processed by the Third party, on behalf of World Animal Protection, pursuant to the terms of this Agreement.

“DP Laws” means:

(a) the DPA, the GDPR and/or domestic law applying equivalent obligations, to the extent to which either is in force in the UK at the relevant time;

(b) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and

(c) all other applicable laws and regulations relating to the processing of Personal Data and privacy, including statutory instruments and, where applicable, guidance and codes of practice issued by the Information Commissioner or any other supervisory authority with jurisdiction in the UK, all as amended, extended, reenacted or replaced from time to time;

“DPA” means the Data Protection Act 1998;

“GDPR” means the General Data Protection Regulation (EU) 2016/679 adopted by the European Parliament on 14 April 2016 and which applies in the UK from 25 May 2018;

and

“Personal Data” shall include all personal data (as defined in the Act or the GDPR), whichever is in force in the UK at the relevant time, which is processed by the Third party on behalf of World Animal Protection in connection with this Agreement, as particularly specified in paragraph 7 of this Schedule (but without limitation).

1.2 If there is a conflict between any provision of the main body of the Agreement and any provision of this Schedule, the provisions of this Schedule shall prevail.

2. The Third party acknowledges that for the purposes of the DP Laws, World Animal Protection is the data controller and the Third party is the data processor of any Personal Data provided to the Third party in connection with this Agreement.

3. To the extent the Third party acts as data processor on behalf of World Animal Protection under or in connection with this Agreement, the Third party warrants and undertakes that it shall:

1.3 process such Personal Data only to the extent, and in such manner, as is necessary to fulfill its obligations under the Agreement and in accordance with World Animal Protection’s documented instructions from time to time and not for any other purpose. These may be specific instructions or instructions of a general nature as set out or provided for in:

(a) the Agreement;

(b) paragraph 7 of this Schedule; and/or

(c) as otherwise notified by World Animal Protection to the Third party on the date of this Agreement;

(for the avoidance of doubt, the Third party may also process such Personal Data whose collection is required under applicable EU law or national law, and in such circumstances, the Third party shall notify World Animal Protection of that legal requirement unless applicable law prohibits such notification on important public interest grounds);

1.4 notify World Animal Protection as soon as reasonably practicable if the Third party (in the Third party’s reasonable opinion) believes that any instructions it receives from World Animal Protection are not in compliance with any applicable DP laws;

1.5 keep a record of any processing of Personal Data it carries out for World Animal Protection and as soon as reasonably practicable provide to World Animal Protection, at World Animal Protection’s request, a copy of all such Personal Data held by it in the format and on the media reasonably specified by World Animal Protection;

1.6 at no additional cost, provide full cooperation and assistance to World Animal Protection as World Animal Protection may require to demonstrate compliance with this paragraph 3 and the DP Laws including allowing World Animal Protection to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data and shall fully cooperate with any such inspection;

1.7 at no additional cost, provide full cooperation and assistance to World Animal Protection as World Animal Protection may require to allow World Animal Protection to comply with its obligations as the data controller, including in relation to data security, personal data breach notification, data protection impact assessment, prior consultation with data protection authorities, any enquiry, notice or investigation received from a data protection authority, and the fulfillment of Data Subject’s rights (including rights of access, correction, objection, erasure, and portability, as applicable);

1.8 ensure that it has in place sufficient technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss, destruction, damage or disclosure of Personal Data, to ensure World Animal Protection’s compliance with the DP Laws;

1.9 process the Personal Data in compliance with the DP Laws and not do anything or omit to do anything which could result in World Animal Protection breaching the DP Laws;

1.10 keep the Personal Data confidential;

1.11 ensure that access to the Personal Data is limited to those employees who need access to the Personal Data to meet the Third party’s obligations under this Agreement and to such parts of the Personal Data as are strictly necessary for the performance of all their duties. The Third party shall ensure that all its employees are informed of the confidential nature of the Personal Data and have undertaken appropriate training relating to handling Personal Data in accordance with the DP Laws and this Agreement;

1.12 upon becoming aware of a security incident, promptly notify World Animal Protection in writing of any actual, alleged, or potential unauthorised processing, disclosure, loss, destruction, compromise, damage, corruption, alteration or theft of Personal Data or any incident which may give rise to a personal data breach (as such term is defined under the GDPR). The Third party shall take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident, including restoring such Personal Data where necessary, at its own expense and shall keep World Animal Protection of all developments in connection with the security incident;

1.13 if the Third party receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party’s compliance with the DP Laws, immediately notify World Animal Protection and provide World Animal Protection with full cooperation and assistance in relation to any such complaint, notice or communication;

1.14 notify World Animal Protection within 3 working days if it receives a request from a Data Subject for access to that person’s Personal Data and shall provide World Animal Protection with full cooperation and assistance in relation to any such request. The Third party shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of World Animal Protection or as provided for in this Agreement;

1.15 not process or transfer the Personal Data outside the European Economic Area unless [i] it has first obtained World Animal Protection’s prior written consent and [ii] it ensures the transfer is in compliance with DP law;

1.16 shall not subcontract any processing of the Personal Data to a third party subcontractor without the prior written consent of World Animal Protection. If World Animal Protection refuses to consent to the Third party’s appointment of a third party subcontractor on reasonable grounds relating to the protection of the Personal Data, then either the Third party will not appoint the subcontractor or World Animal Protection may elect to suspend or terminate this Agreement without penalty;

1.17 carry out adequate due diligence to ensure that the subcontractor is capable of providing the level of protection for Personal Data required by this Agreement (including this Schedule);

1.18 ensure that the arrangement between the Third party and the subcontractor is governed by a written contract including terms which, at least at the same level of protection for the Personal Data as those set out in this Schedule and from 25th May 2018 meet the requirements of Article 28(3) of the GDPR, and in relation to such processing is on terms which are substantially the same as those set out in this paragraph 3 and terminate automatically on termination of this Agreement. Notwithstanding any consent given by World Animal Protection under this paragraph 3.14, the Third party shall remain fully liable for any acts and omissions of any such third party in connection with the processing of Personal Data and;

1.19 return or securely destroy (as directed in writing by World Animal Protection) all Personal Data (including all copies of the Personal Data) as soon as reasonably practicable upon termination of this Agreement, in the format and on the media specified by World Animal Protection, unless otherwise required by, and only to the extent necessary to comply with, any applicable DP Laws. The Third party shall certify in writing to World Animal Protection (or World Animal Protection’s request) its compliance with this paragraph 3.17. This requirement shall not apply to the extent that the Third party is required by any EU (or any EU Member State) law to retain some or all of the Personal Data, in which event the Third
party shall notify World Animal Protection in writing and will isolate and protect the Personal Data from any further processing except to the extent required by such law.

4. The Third party agrees to indemnify on demand and keep indemnified at its own expense World Animal Protection against all costs, claims, damages or expenses incurred by World Animal Protection, or for which World Animal Protection may become liable (including but not limited to, any fines and/or penalties imposed by courts or regulators on World Animal Protection), arising out of or in connection with any failure by the Third party or its employees, agents or subcontractors to comply with any of its obligations under the provisions of this Schedule. Any limitations and/or exclusions of the Third party’s liability set out in the Agreement shall not apply to the indemnity under this paragraph 4.

5. For the avoidance of doubt, the provisions of this Schedule shall survive termination of this Agreement until paragraph 3.15 is complied with, and the Third party is no longer processing personal data on behalf of World Animal Protection.

6. All copyright, database rights and other intellectual property rights in the Personal Data (including but not limited to any updates, amendments or adaptations to such Personal Data by either World Animal Protection or the Third party shall belong to World Animal Protection.

APPENDIX B - DATA SHARING PROVISIONS

1. In this Appendix

1.1 “Data Protection legislation” means the General Data Protection Regulation (EU) 2016/679 (“GDPR”), the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK together with all other applicable data protection and privacy laws.

1.2 The terms “controller”, “data subject” and “personal data” shall have the meanings given to them in the GDPR.

2. The parties will each be independent controllers in respect of any personal data they each collect and/or process in relation to this agreement (“Protected Data”).

3. To the extent that they process Protected Data, the parties each warrant that:

3.1 they will comply with their respective obligations under the Data Protection Legislation and not perform their obligations under this agreement in such a way as to cause the other party to breach any of its obligations under the Data Protection Legislation;

3.2 should any request be made by an individual in connection with this agreement to exercise their rights under the Data Protection Legislation, any such request will be dealt with by the party who receives the request; and

3.3 immediately upon becoming aware, and in any case within 24 hours, notify the other party of any incident or breach involving Protected Data that is likely to impact the other Party. In the event of such a notification, both parties shall work together in good faith to mitigate any negative impact.

4. The Consultant warrants that Protected Data to be provided to World Animal Protection will be anonymised wherever possible (unless the Consultant is otherwise instructed by World Animal Protection, or under a clear obligation in this agreement to provide Protected Data which is not anonymised - in which case the Consultant shall procure that all relevant consents are obtained from data subjects or, where appropriate, other legal bases are satisfied, for such provision of Personal Data to World Animal Protection and shall ensure that its privacy notice is clear and provides sufficient information to data subjects for them to understand it may share their personal data with World Animal Protection).

5. The Parties acknowledge and agree that the relationship between them pursuant to this agreement is not intended to constitute that between a controller and a processor, and that each party shall be an independent controller with respect to the personal data it holds.