



WWF-UK SOURCING PROCESS TERMS & CONDITIONS EXTERNAL

By participating in this Sourcing Process with WWF-UK, whether through an RFI, RFQ, RFP, tender, pitch process or other sourcing exercise, you are deemed to have read, understood and accepted these Terms & Conditions.

1 Purpose and Scope

These WWF-UK Sourcing Process Terms & Conditions apply to all suppliers participating in a WWF-UK sourcing process.

The purpose of these Terms & Conditions is to set out the requirements that suppliers must follow when participating in a WWF-UK sourcing process and to support a fair, transparent, ethical and consistent procurement process. Participation in a Sourcing Process does not create any obligation on WWF-UK to award a contract, accept any proposal or proceed with any particular supplier. The existing terms already make clear that issuing a sourcing process does not bind WWF-UK to accept a proposal.

2. Definitions

For the purposes of these Terms & Conditions:

“Sourcing Process” means any procurement or sourcing exercise undertaken by WWF-UK, including a Request for Information (RFI), Request for Quotation (RFQ), Request for Proposal (RFP), formal tender, pitch process or other competitive sourcing exercise.

“Supplier” or “Potential Supplier” means any organisation, business, individual, contractor or other third party invited to participate in, or otherwise participating in, a WWF-UK Sourcing Process.

“Confidential Information” means any information provided by WWF-UK in connection with the Sourcing Process that is confidential by its nature or circumstances, including sourcing documentation, specifications, commercial information, business requirements and supplementary information.

“Supplier Policies” means the WWF-UK policies and requirements applicable to suppliers, including those published on the WWF-UK Supplier Policies webpage and any additional policies communicated as part of the Sourcing Process.

“Conflict of Interest” means any actual, potential or perceived situation in which a personal, family, financial, business or other relationship or interest could influence, or reasonably be perceived to influence, participation in or the outcome of a WWF-UK Sourcing Process.

3. Sourcing Process Terms & Conditions

3.1 Confidentiality and use of WWF-UK information

The Sourcing Process and any supplementary information provided by WWF-UK may contain Confidential Information and shall remain the property of WWF-UK.

No part of the Sourcing Process may be reproduced, in whole or in part, except where reasonably required for the Supplier's internal preparation of its response.

Suppliers must not distribute or disclose any part of the Sourcing Process outside their organisation, including to subcontractors or other third parties, without WWF-UK's prior written permission. This retains the confidentiality requirements in the current Sourcing Terms.

3.2 Unauthorised disclosure or failure to comply

Unauthorised disclosure or use of any part of the Sourcing Process, or failure to comply with the requirements of the Sourcing Process, may result in the Supplier being disqualified from further consideration.

3.3 Supplier proposals and submissions

All information provided by WWF-UK as part of the Sourcing Process is, to WWF-UK's reasonable knowledge and belief, accurate at the time it is provided.

However, information may change over time and WWF-UK makes no representation or warranty regarding its completeness or continuing accuracy.

Suppliers are responsible for carrying out whatever investigation and due diligence they consider appropriate to verify information provided as part of the Sourcing Process.

3.4 Confidentiality and use of WWF-UK information

All proposals, presentations and supporting materials submitted in response to the Sourcing Process will be treated by WWF-UK, its subcontractors and advisers as confidential.

Such information will be used for the purpose of evaluating and selecting a Supplier through the relevant Sourcing Process or, where appropriate, a similar future sourcing exercise.

3.5 Conflict of Interest

Suppliers must declare any actual, potential or perceived Conflict of Interest with WWF-UK that may affect, or reasonably be perceived to affect, their participation in the Sourcing Process.

Suppliers must notify WWF-UK Procurement as soon as they become aware of any such Conflict of Interest and must comply with the requirements of WWF-UK's Conflicts of Interest Policy.

This obligation applies throughout the Sourcing Process. If circumstances change or a Conflict of Interest arises after a response has been submitted, the Supplier must notify WWF-UK Procurement promptly.

WWF-UK will determine how any declared Conflict of Interest should be managed and may request further information or require appropriate safeguards before the Supplier continues to participate in the Sourcing Process.

Failure to disclose a relevant Conflict of Interest may result in the Supplier being excluded or disqualified from the Sourcing Process.

3.6 Compliance with WWF-UK Supplier Policies

Suppliers must comply with all applicable WWF-UK Supplier Policies and requirements communicated as part of the Sourcing Process. WWF-UK reserves the right to reject or disqualify a Supplier that does not comply with applicable WWF-UK policies, standards or sourcing requirements. This fits here because the current document already links compliance with WWF-UK Supplier Policies directly to WWF-UK's ability to reject or disqualify suppliers.

3.7 Fairness and integrity of the Sourcing Process

Suppliers must not take any action intended to improperly influence the Sourcing Process, its evaluation or any award decision. Suppliers must comply with instructions issued by WWF-UK regarding communications, clarification questions, negotiations, presentations and other stages of the Sourcing Process.

3.8 No commitment by WWF-UK

Participation in a Sourcing Process does not commit WWF-UK to any particular course of action.

WWF-UK is under no obligation to:

- a. pay any Supplier for participating in the Sourcing Process;
- b. award a contract to the Supplier offering the lowest price;
- c. accept any proposal in whole or in part;
- d. accept without qualification any information received through the Sourcing Process;
- e. include a Supplier in any future Sourcing Process; or
- f. make any other commitment to a Supplier.

These points are all already covered within the existing terms.

3.9 Feedback

WWF-UK will endeavor, where appropriate, to provide limited feedback to unsuccessful participants following completion of a Sourcing Process. The existing terms currently state that WWF-UK will attempt to provide limited feedback to unsuccessful participants.

3.10 Remedies

Suppliers acknowledge that damages alone may not be an adequate remedy for breach of these Terms & Conditions.

Without prejudice to any other rights or remedies available to WWF-UK, WWF-UK may seek equitable relief, including injunctive relief, in relation to any threatened or actual breach.

3.11 Governing Law and Jurisdiction

These Sourcing Process Terms & Conditions, and any dispute or claim arising out of or in connection with them, their subject matter or formation, including non-contractual disputes or claims, shall be governed by and construed in accordance with English law.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms & Conditions, their subject matter or formation.

4. Application to Suppliers and Third Parties

These Terms & Conditions apply to all Suppliers participating in a WWF-UK Sourcing Process.

Suppliers are responsible for ensuring that their employees, directors, representatives, advisers, agents, subcontractors and any other persons involved in preparing or submitting a response comply with these Terms & Conditions where applicable.

Where a Supplier wishes to disclose WWF-UK Confidential Information to a subcontractor, adviser or other third party for the purpose of preparing its response, the Supplier must obtain WWF-UK's prior written permission where required and ensure that the receiving party maintains appropriate confidentiality.

Suppliers, their employees, representatives and associated persons must declare any actual, potential or perceived Conflict of Interest relating to WWF-UK of which they become aware.

Where a Supplier is subsequently appointed by WWF-UK, it must continue to comply with all applicable WWF-UK Supplier Policies and any contractual requirements agreed between the Supplier and WWF-UK.