



WWF AUSTRIA: GENERAL TERMS AND CONDITIONS for external contractors

1. SCOPE

- 1.1 These General Terms and Conditions ("GTC") of WWF Austria (hereinafter referred to as "WWF") govern the contractual relationship between WWF and its contractors (in particular contracts for work in accordance with §§ 1165 ff. ABGB), with regard to work results (in particular rights of use in accordance with §§ 24 ff. UrhG) and the delivery of goods (in particular purchase contracts in accordance with §§ 1053 ff. ABGB). These GTC form an integral part of every contract between WWF and its contractors.
- 1.2 Contractual and/or general terms and conditions of the Contractor shall not apply unless they have been expressly recognized in writing by WWF.

2. CONCLUSION OF CONTRACT

- 2.1 A contract is deemed to have been concluded when signed by both parties. It regulates in particular
 - type of services, results and/or delivery of goods;
 - duration of the contract;
 - dates or project schedule;
 - persons appointed for the fulfilment of the contract;
 - remuneration (prices, fees).
- 2.2 In the event of contradictions, the contract shall take precedence over these GTC. Provisions deviating from these GTC shall only become legally binding if they are agreed between the parties in writing.

3. LEGAL STATUS OF THE CONTRACTOR

- 3.1 The Contractor shall provide their contractual services at their own entrepreneurial risk and using their own resources. The Contractor shall not be subject to WWF's instructions regarding working hours or place of work. The Contractor provides services either as a legal entity or as a sole entrepreneur and is not in an employment relationship with WWF. The Contractor shall provide WWF with the necessary license for their contractual services (e.g. business licence) at any time upon request. The Contractor shall work for their own account and at own risk and shall ensure that the remuneration is taxed in accordance with the law and that social security contributions are paid.

- 3.2 The Contractor is generally not authorised to act as a representative of WWF vis-à-vis third parties, unless the parties expressly agree in writing on a corresponding power of representation for the individual case.

4. INVOLVEMENT OF THIRD PARTIES

The Contractor is generally obliged to provide the agreed services personally or through their own employees. However, the Contractor may engage third parties to fulfil the contract in their own name and for their own account with the prior written consent of WWF. WWF shall only object to subcontracting in justified cases. In the event that WWF does not object to subcontracting, the Contractor shall ensure that subcontractors comply with the provisions of the contract and WWF's GTC. The Contractor shall be liable to WWF for the behaviour of their subcontractors in the same way as for their own behaviour.

5. FEES, EXPENSES AND TERMS OF PAYMENT

- 5.1 The fees for the agreed services are listed in the contract. Unless otherwise agreed, the fees are to be understood as a cost ceiling (fees will be invoiced according to expenditure up to the cost ceiling as the maximum cost limit).
- 5.2 If daily rates are charged instead of hourly rates, a person day is deemed to be 8 hours. Partial days will be invoiced on a pro rata basis. Unless otherwise agreed in the contract, only the actual working time, but not the travelling time, shall be deemed to be working time.
- 5.3 No surcharges shall be payable unless specifically agreed. Unless otherwise agreed in the contract, all fees include expenses such as travel, catering and accommodation costs incurred in providing the services.
- 5.4 The Contractor shall disclose any consultancy commissions they receive from third parties and pass them on to WWF. The same applies to special discounts.

- 5.5 Unless otherwise agreed in the contract, the Contractor shall bear all costs for the delivery of goods (transport, storage, customs clearance, etc.).
- 5.6 The Contractor shall show VAT separately in all price quotations.
- 5.7 Invoices shall only be issued after acceptance of the services and/or work or after delivery of the goods. All invoices are due for payment within 30 calendar days of receipt, unless otherwise agreed.

6. PLACE OF DELIVERY FOR GOODS

In the case of deliveries of goods, delivery shall be made to the delivery address stated on the order (place of fulfilment). The risk of damage to the goods shall pass to WWF when the ordered goods have been handed over at the place of delivery.

7. LIABILITY AND WARRANTY

7.1 Liability

The liability of the parties shall be governed by the statutory provisions.

7.2 Warranty

7.2.1 The Contractor warrants that work results, deliveries of goods and other services correspond at least to the quality customary in the industry, fulfil the agreed and assumed characteristics and requirements and are performed with due care.

7.2.2 WWF shall inspect the work results or deliveries of goods after hand-over and shall give notice of any defects within 3 months. Warranty claims shall expire within 24 months. The warranty period runs from acceptance by WWF. If the service is defective, WWF has the right to choose

- to demand fulfilment in accordance with the contract (in particular, improvement, replacement, subsequent delivery); or
- to cancel the contract (cancellation); or
- to reduce the remuneration in accordance with the reduced value (price reduction)

7.2.3 In addition, WWF shall be entitled to compensation for any damage caused by the defective performance.

7.3 Third-party rights

The Contractor warrants that their services do not infringe upon any third-party rights and guarantees in particular that the work results and deliveries of goods are not encumbered with third-party rights and that their use and exploitation by WWF does not infringe upon any third-party rights.

8. ELECTRONIC COMMUNICATION

Declarations are only binding if they have been duly signed by the company or confirmed in writing – including by email. Automatic responses by electronic means of communication are not deemed to be written delivery, but confirmation of receipt in an individually written reply email is.

9. DUTY OF CONFIDENTIALITY

9.1 The Contractor shall be obliged to maintain confidentiality regarding all business and operational secrets of WWF made accessible to them in the course of delivering the services, for the duration of the contract for work and services and after its termination. The confidentiality obligation shall remain in force even after termination of the contract as long as the information in question is not generally known or the Contractor is released from this confidentiality obligation by WWF in writing. This does not apply in the case of statutory obligations to disclose information, limited to the extent necessary.

9.2 A duty of confidentiality also applies to all employees and/or subcontractors involved in the course of delivering the services. The Contractor shall therefore inform their employees and subcontractors of the confidentiality provisions and shall be liable for their breach of the confidentiality obligation as for its own breach. Any breach of this confidentiality obligation shall render the Contractor liable for damages.

10. DATA PROTECTION

10.1 The parties undertake to handle personal data confidentially. This means above all that all processing of personal data must always be in accordance with the applicable legal data protection regulations – in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the Federal Act on the Protection of Natural Persons with regard to the Processing of Personal Data (Data Protection Act – DSG) and the Telecommunications Act 2021 (TKG 2021).

10.2.

OPTION 1: If the Contractor is based in the EU/Norway/Liechtenstein/Iceland OR the processing of personal data are to take place in the EU/Norway/Liechtenstein/Iceland OR WWF is (co-) responsible for the processing of personal data in the non-EU partner country (i.e. WWF (co-)determines the purposes and means of the data processing):

- 10.2.1 The Contractor declares that they will comply with the principles set out in Article 5 of the GDPR. This also includes that the Contractor declares that they will take technical and organisational measures to safeguard the confidentiality, availability, integrity and authenticity of the personal data provided to it by WWF to the extent provided for by the relevant data protection regulations.
- 10.2.2 The Contractor shall oblige all employees who process personal data in their work for WWF to maintain the confidentiality of personal data (Art. 5 para. 1 f, Art. 32 para. 4 GDPR) and to maintain data secrecy (§ 6 DSG).

OPTION 2: If the Contractor is not based in the EU/Norway/Liechtenstein/Iceland AND no personal data are to be processed or the processing of personal data is to take place exclusively in non-EU countries AND WWF is not (co-)responsible for the processing of personal data in the non-EU partner country (i.e. WWF does not (co-)determine the purposes and means of the data processing):

- 10.2.1 If a party collects, processes, stores or transmits personal data on their own responsibility in connection with the contract and carries out other operations in connection with personal data (collectively referred to as "data processing"), this party is the controller under data protection law. The other party is the recipient of the data under data protection law.
- 10.2.2 Personal data means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 10.2.3 The parties undertake to comply with the applicable legal requirements for the protection of personal data to which they gain access as a result of the cooperation under this contract. This includes, in particular, compliance with the applicable legal basis for the transfer of data and the implementation of appropriate organisational and technical measures to protect the confidentiality of the data during the transfer or provision of the data carriers. These measures may include, in particular, pseudonymisation. If lists of participants are kept, they shall be

accompanied by a data protection notice for the information of the participants.

- 10.2.4 In the performance of the contract, it may be necessary to transfer personal data between the parties. In fulfilling their obligations under the contract, the parties shall be guided by the principles for the processing of personal data and shall endeavour to avoid the transfer of non-anonymised data, provided that this does not result in any disadvantages for the respective project. The principles include, in particular, the purpose-related processing of personal data and compliance with confidentiality and integrity by employees.
- 10.2.5 Special categories of personal data, insofar as they are transferred between the parties under the contract, may only be processed in compliance with appropriately high data protection requirements. This includes, in particular, sensitive data such as information on health, political affiliation or biometric data. A fundamental prerequisite for the processing of special categories of personal data is the existence of a relevant legal basis.
- 10.3 The Contractor undertakes to ensure that all persons entrusted with the processing or fulfilment of contractual services vis-à-vis WWF comply with the provisions on data protection. WWF may request at any time that the Contractor shall impose a written obligation on these persons to maintain data secrecy as required under data protection law and provides evidence of this to WWF. WWF may also at any time require these persons directly to sign a special data protection declaration drawn up by WWF.
- 10.4 The Contractor shall be liable to WWF for any case of culpable violation of the data protection regulations, in particular if claims are asserted against WWF by third parties as a result of a breach of these obligations by the Contractor, if official or legal proceedings are brought against WWF and/or if legal advice is required to defend against data protection claims by third parties.
- 10.5 If the Contractor is obliged by law and/or in the course of official or judicial proceedings to disclose personal data that they process in the course of their work for WWF, they shall inform WWF of this in writing immediately after becoming aware of this obligation, stating the reasons and providing appropriate evidence.
- 10.6 The obligations under this clause 10 shall survive the termination of the contractual relationship between the parties.

11. RETENTION AND RETURN OF DOCUMENTS

- 11.1 The Contractor undertakes to properly store all business and operating documents made available to them, in particular to ensure that third parties cannot gain access to them. The documents provided shall be returned to WWF upon request during the term of the contract and immediately upon termination of this contract without being requested to do so. Data provided in digital form shall be irretrievably deleted by the Contractor after termination of the contract, unless WWF expressly instructs otherwise or statutory provisions impose certain retention obligations on the Contractor.
- 11.2 The same obligation to retain and surrender documents shall apply to all documents relating to WWF matters (e.g. records, drafts, etc.) in the possession of the Contractor. The Contractor shall not be entitled to exercise a right of retention to such documents.

12. COPYRIGHT, UTILISATION AND EXPLOITATION RIGHTS

- 12.1 The Contractor shall transfer to WWF the exclusive and locally unrestricted right to use the performance results, works and products (hereinafter collectively referred to as "WORKS") in all currently known and as yet unknown ways for all purposes and in all media for the duration of the copyrights to WORKS that the Contractor creates within the framework of the contract for work and services.
- 12.2 This right includes, in particular, the right to use the WORKS in whole or in part, edited or unedited, also in connection with other works or parts of works, in all media and for all purposes, in particular to copy, distribute, publicly reproduce, broadcast and make publicly available the WORKS. It extends to all WWF channels (online and offline) and includes the dissemination of the WORKS to third parties.
- 12.3 WWF is entitled to transfer the rights hereby assigned to it in whole or in part to third parties or to grant them sub-licences.
- 12.4 Unless otherwise agreed in individual cases, "WWF Austria" shall suffice as the copyright reference. The Contractor shall refrain from mentioning their name.
- 12.5 The products and workpieces (including carriers such as USB sticks) handed over to WWF shall become the property of WWF without compensation.
- 12.6 The granting of rights pursuant to this item 12. shall take place upon delivery of the WORKS and shall be fully compensated by the remuneration.

- 12.7 Possible legal restrictions on use and utilisation shall remain unaffected. The Contractor shall not be authorised to use and exploit the results of the services.

- 12.8 The above paragraphs shall also apply in the event of premature termination of the relevant contract.

13. USE OF THE WWF LOGO

The Contractor may only name WWF as a reference with its prior written consent. The use of the WWF logo (word and figurative mark) is not permitted. This requires a separate licence agreement.

14. STATEMENTS OF PRINCIPLES AND ENVIRONMENTAL AND SOCIAL SAFEGUARDS

- 14.1 WWF seeks to advance our mission - a world in which both people and nature thrive - on the fundamental principle that positive outcomes for both people and nature depend on firmly anchoring and integrating human rights into conservation practices. As such, WWF has adopted an Environmental and Social Safeguards Framework (ESSF) and Statements of Principles to identify and address human rights risks, including grievance mechanisms through which stakeholders can raise concerns and seek resolution. WWF's ESSF and Statements of Principles represent an integral part of the Contract and are found here: https://wwf.panda.org/principles_and_safeguards/
- 14.2 The Contractor understands that the activities supported by the contract must be implemented in accordance with WWF's ESSF and Statements of Principles and the Contractor may be required to adopt specific mitigation measures to address social and environmental risks raised by the activities.
- 14.3 The Contractor agrees to notify WWF of any incident or credible allegation related to the activities that may constitute a violation of WWF's ESSF or Statements of Principles or prevent their implementation, and the immediate steps taken in response. The parties will work together to determine what additional steps, if any, may be required under the ESSF.
- 14.4 WWF reserves the right to modify, suspend, and/or ultimately terminate activities and/or the contract if, in its sole judgment, the Contractor or specific activities fail to comply with the ESSF and/or Statements of Principles.

15. CODE OF CONDUCT

WWF attaches great importance to compliance with national and international legal requirements in its business activities and when engaging contractors. By signing the contract, the Contractor confirms that they will not tolerate any business practices within the scope of the business activities (including suppliers and subcontractors) that do not comply with national and international legal requirements. In the event of a serious breach by the Contractor or their subcontractors of the points listed in the Code of Conduct, WWF reserves the right to re-evaluate contractual relationships. This may lead, among other things, to the initiation of appropriate legal action and the immediate termination of the contractual relationship.

15.1 Anti-corruption

The Contractor undertakes to comply with the legal provisions on bribery, fraud and corruption. The Contractor is not permitted to demand, be promised or accept gifts, favours or remuneration for their own or third-party benefit from persons seeking or maintaining business relations with WWF. The partners may not use non-public information that they have learnt in the course of their cooperation with WWF, in particular on the basis of the contractual relationship, for their own or third-party commercial purposes.

15.2 Conflicts of interest

The Contractor undertakes to refrain from any activity for third parties that could give rise to the possibility of a conflict of interest between WWF and a third party. They are obliged to immediately disclose any existing or suspected conflict of interest to WWF in writing. WWF has a special right of cancellation in the event that WWF sees a conflict with the interests of WWF in an activity of the Contractor.

15.3 Information security

The Contractor undertakes to protect personal and confidential information from unauthorised and unlawful use, disclosure, access, loss, alteration, damage and destruction and to respect the intellectual property rights of WWF and others and to use state-of-the-art security measures appropriate to the risk to protect the information entrusted.

15.4 Prohibition of discrimination, bullying, harassment

The parties must create and maintain an environment that treats all employees with dignity and respect and is free from discrimination,

harassment, bullying and any form of violence. The Contractor shall ensure equal opportunities and equal treatment in terms of employment and occupation without discrimination based on gender, age, sexual orientation, ethnicity, religion or belief and disability.

15.5 Child protection in projects with children

In projects involving children, the parties undertake to comply with the UN Convention on the Rights of the Child and national legislation. Any form of abuse of children and young people is unacceptable, including, in particular, physical, sexual and emotional abuse or neglect. "Child" is defined in accordance with the UN Convention on the Rights of the Child as "any human being below the age of eighteen years, unless under the law applicable to the child, majority is attained earlier". If the Contractor does not have their own policy, the principles and code of conduct of the WWF Child Protection Policy shall apply.

15.6 Confidential whistleblowing system

The Contractor confirms that they have read the information on WWF Austria's compliance culture (<https://www.wwf.at/compliance>) and become aware of the possibility to report any "unacceptable behaviour" of a person employed by WWF or a corresponding reasonable suspicion via the confidential whistleblowing system of WWF Austria (<https://wwfaustria.integrityline.app/?lang=en>).
