

Registered Mail

> Address details <

> Date <

[CONSULTANT COMPANY.DOC]

*[PROJECT NUMBER: XXXXXX.XX]

*[PROJECT NAME]

[CONTRACT NUMBER: XXXXX]

Dear M* *[Name of Signatory],

This letter is to confirm the retention of [Full Name of Company e.g. (XYZ)] by WWF France (formerly "Fonds Mondial pour la Nature France") ("WWF FR") as a consultant to [the subject matter of the Agreement] and to perform the tasks set out in Attachment 1 (the "Assignment") which forms part of this agreement (the "Agreement").

The funds have been provided to WWF FR by [Full Name of Donor(s)].

The terms and conditions of [XYZ]'s consultancy are as follows:

1. TERM

The consultancy begins on [Date] and ends on [Date], unless terminated earlier under this Agreement or extended by mutual written agreement.

2. COMPENSATION

2.1. For satisfactory performance of the Assignment, [XYZ] will be paid a fixed fee of € [Amount]

OR

a fee equal to € [Amount] per [Time period *e.g.*, *day*], to a maximum of € [Amount].

OPTIONS:

[XYZ] will also be reimbursed for actual expenses, up to € [Amount], for [purpose for which such reimbursement will be given] incurred directly in relation to the Assignment.

The total compensation under this Agreement shall not exceed € [Amount].

WWF FR shall not be liable for any other fees or expenses.

2.2. The payment will be made as follows:

- A first payment of € [Amount] excluding VAT upon signature of the Agreement and presentation of an invoice;
- A last payment of € [Amount] excluding VAT upon completion of the [Final Report *or* Other Report] and its acceptance by the WWF Project Supervisor, and presentation of an invoice.

Each invoice shall mention the project code and the Agreement number, together with the services rendered [, *time spent*] [, *and expenses incurred*] ; AND

OPTION:

2.3. An advance of € [Amount] will be provided for travel and budgeted expenses. Any funds advanced under this Agreement that are not accounted for under clause 2.2. shall be promptly refunded to WWF FR upon termination or expiration of this Agreement or at any other time on request in writing from WWF FR.

2.4. Any funds provided under this Agreement in euros which are exchanged to local currency must be exchanged at the best available rate through the channels authorized by applicable law and regulation. Transactions must be capable of verification by WWF through bank receipts or other documents or publications sufficient to demonstrate the legality of such transactions].

2.5. Payments will be made within sixty (60) days at the latest from the date of the invoice, provided that it has been received by WWF FR within 15 days from the date mentioned on the invoice, to a bank account nominated by [XYZ].

OR

WWF FR will transmit the funds by bank wire to [Name of account, bank name, account number]. **If these bank account details are not correct, please fill out the relevant attached form.**

2.6. The Parties declare that they waive the right to invoke the provisions of Article 1195 of the French civil Code relating to unforeseeability ("*imprévision*").

3. MAIN INTERLOCUTORS - STEERING COMMITTEE

- 3.1. WWF FR appoints [Name of WWF FR staff member or otherwise] as the Project Supervisor and [Name of Project Finance Analyst] as the Project Finance Analyst under this Agreement.
- 3.2. The technical coordination of the Assignment and the technical review of its progress are entrusted to a steering committee (the "**Steering Committee**") made up of the main interlocutors of [XYZ] and WWF FR.
- 3.3. The Steering Committee meetings shall be convened by one of the Parties, at regular dates according to the progress of the Assignment. The meetings of the Steering Committee will be reported on written minutes signed by both Parties.
- 3.4. The minutes of the Steering Committee meetings that modify the scope of the Assignment and/or its schedule will have the value of an amendment to the present Agreement, as soon as they are approved and signed by each Party.
- 3.5. All decisions of the Steering Committee shall be taken by unanimous vote of its members.

4. INDEPENDENT CONTRACTOR AND ABSENCE OF EXCLUSIVITY

- 4.1. [XYZ] is retained as an independent contractor and is not engaged in an employee-employer relationship, partnership, joint venture, or agency contract of any kind with WWF FR or any of its programme offices.
- 4.2. [XYZ] has no authority to create any obligation, express or implied, on behalf of WWF FR.
- 4.3. [XYZ] does not and may not assume to represent WWF FR unless authorized to do so by WWF FR in writing.
- 4.4. [XYZ] agrees to comply with all applicable laws including all local labour and social laws. [XYZ] undertakes to provide, upon signature of the Agreement and every six (6) months thereafter, documents evidencing the provision of social declarations to the relevant authorities and the list of foreign employees subject to work permits.
- 4.5. The Parties agree there is no exclusivity commitment under this Agreement.

5. ASSIGNMENT OF RIGHTS

- 5.1. [XYZ] may not assign its rights or delegate its obligations under this Agreement without WWF FR's written consent. [XYZ] undertakes to submit the potential subcontractors and their payment terms to WWF FR for approval. [XYZ] shall remain responsible for fulfilment of those Assignment and is

responsible for including in any sub agreement/third party agreement related to the project described in the Agreement all clauses and provisions necessary to fulfil [XYZ]'s obligations under the Agreement.

- 5.2. [XYZ] recognizes that the special expertise of [Name of person or persons within [XYZ]] was important in inducing WWF FR to enter into this Agreement. Unless WWF FR otherwise consents in writing, [XYZ] agrees that the above-named person(s) will [undertake] OR [be primarily responsible for] the tasks set out in Attachment 1.

6. INTELLECTUAL PROPERTY

- 6.1. For the purposes of this clause, the term 'Works' refers to all works of authorship and inventions created by [XYZ] pursuant to this 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.
- 6.2. [XYZ] hereby irrevocably transfers on an exclusive basis and assigns to WWF FR 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) for the legal duration of protection of the corresponding rights.
- 6.3. This assignment of intellectual property rights takes place incrementally, as the Assignment is carried out, and includes the rights of reproduction, representation, adaptation, translation, including the rights of communication and more generally of exploitation of the deliverables on all existing or future media, directly or through any third party of WWF FR's choice.
- 6.4. This assignment also includes the right for WWF FR to proceed in its name and at its expense to the possible registration as a trademark, design, patent, or any protection under intellectual and/or industrial property rights, of all or part of the Works. [XYZ] agrees to take whatever steps are necessary to assist WWF FR in asserting and protecting such rights.
- 6.5. [XYZ] guarantees to WWF FR an unfettered enjoyment of the Works. It guarantees to WWF FR that the Works and the methods and tools used to realize them can be freely exploited and diffused. [XYZ] guarantees WWF FR against any claim of third parties in this respect.
- 6.6. [XYZ] shall not be entitled to use any of the Works except to the extent expressly agreed to in writing. WWF FR will not unreasonably refuse to consent to non-commercial use of the Works.

7. TAXES

WWF FR is liable to pay the VAT due on the fees invoiced by [XYZ] if [XYZ] is registered in France. If [XYZ] is not registered in France, the VAT shall be payable to [TO BE COMPLETED].

8. LIABILITY

- 8.1. [XYZ] shall take out insurance against any loss or damage which may be sustained or caused by [XYZ] in the course of carrying out the Assignment. A certificate of this insurance is attached as attachment 4.
- 8.2. WWF FR shall not, in any circumstances or for any reason, be held liable for loss or damage sustained or caused by [XYZ] or third parties employed by [XYZ] in the course of implementing the Assignment.

9. INDEMNIFICATION

[XYZ] agrees to indemnify WWF FR, 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 FR.

10. ENTIRE AGREEMENT/AMENDMENT

This Agreement represents the entire agreement between WWF FR and [XYZ] on [subject matter] and supersedes all previous communications on the subject. All modifications to this Agreement must be in writing and signed by [XYZ] and the Project Supervisor or that person's designee.

11. TERMINATION

WWF FR may terminate this Agreement by giving [XYZ] written notice at any time. In the event such notice is given, the amounts already paid to [XYZ] at the date of notification of the termination shall be kept by [XYZ] on a *pro rata* basis according to the progress of each mission described in the Assignment. WWF FR shall not be required to pay [XYZ] for work performed, or expenses incurred, after the stated termination date.

All Works obtained or in progress until the effective date of termination shall be the property of WWF FR.

12. FORCE MAJEURE

- 12.1. Neither party shall be responsible for any inability or failure to comply with the terms of this Agreement due to causes beyond its control and without the negligence or malfeasance of such party. These causes shall include, but not be restricted to: fire, storm, flood, sabotage, epidemic, labor disputes, embargoes, acts of government, including the failure of any government to grant export or import licenses or permits.
- 12.2. A Party affected by a Force Majeure event must notify the other Party within fourteen (14) days after the occurrence of the event, provide proof of the existence and cause of the event and notify an estimate date of return to normal conditions.

- 12.3. In this case, the Parties shall meet without delay to decide on the terms and conditions under which the performance of the obligations under the Agreement shall continue, subject to adaptation of the Agreement.
- 12.4. Unless the Parties jointly decide otherwise, the Party facing a Force Majeure event shall continue to perform its obligations under this Agreement as far as possible and shall take all reasonable measures to minimize the consequences of such event.

13. REPORT

[XYZ] agrees to provide WWF FR with [a Final Report or Other Report or Product] no later than the date given in Attachment 1. The *[Final Report or Other Report] should contain the following information:

- (a) [XYZ's] full name and address.
- (b) An executive summary.
- (c) Introduction - providing a brief description of the subject of the Agreement and where applicable, a statement of the specific problem or requirement that led to the project's initiation.
- (d) Objectives - as contained in the terms of reference.
- (e) Progress - summary of work actually undertaken and any obstacles encountered.
- (f) Conclusions and recommendations.
- (g) The Agreement reference and the Agreement subject matter. Equipment Status Report, limited to vehicle and items of capital equipment purchased with funds under this Agreement. This report should provide information on:
 - (i) the status of the equipment
 - (ii) its suitability for the intended tasks
 - (iii) recommendations for future use.

14. CONTROLLING LAW

This Agreement shall be governed and construed in accordance with French law. All disputes which cannot be settled amicably shall be decided by the Courts of Paris.

15. TRAVEL



All air travel will be paid at the economy rate only, unless the Project Supervisor provides written consent to the contrary. Train travel will be paid at the first class rate where this cost does not exceed the cost of an economy air ticket for the same journey.

16. 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. Therefore it is expected that all our consultants within WWF network to commit to the following:

1. **Respect people's rights** in accordance with customary, national and international human rights laws, including vulnerable groups such as children.
2. Comply with, and provide active support to WWF France 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 and similar legislation in consultancy's 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;
4. Respect and safeguard employees to prevent and respond to **discrimination, harassment, abuse of power, and gender inequity** in the workplace.
5. 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.
6. 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.
7. The consultant warrants 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 this Agreement. Nor to the consultant's knowledge is there a **conflict of interest** which has incited WWF France to sign this Agreement with the consultant. The consultant shall promptly disclose in writing to WWF France any conflicts of interest, which could negatively impact WWF France.
8. Inform WWF France of any breaches of these commitments in the grantee/contractee's operations or the operations of its sub-grantees or sub-contractees.

9. Comply with the Fraud & Corruption Policy (Attachement 3).

10. The Recipient agrees that it shall require in writing any of its sub-grantees or sub-contractors to this agreement to abide by these same commitments.

17. CONFIDENTIALITY

17.1. [XYZ] agrees to keep strictly confidential the terms of this Agreement and all information of any kind provided by WWF FR or to which it may have had access during the negotiation or the performance of this Agreement (the "Confidential Information").

17.2. This clause does not apply to information already lawfully disseminated to the public by the Parties and/or any third party authorized to disseminate it.

17.3. [XYZ] will take all necessary measures (including confidentiality agreements) with respect to its partners and employees to ensure the confidentiality of the Confidential Information.

17.4. The Parties agree that this confidentiality clause shall apply for the duration of the Agreement and remain in effect for a period of ten (10) years after the expiry of the Agreement.

18. PERSONAL DATA

18.1. The Parties undertake to collect and process any personal data in compliance with the regulations in force regarding personal data, 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.

18.2. The Parties may be required to collect and process the identification data of the legal representatives and some employees of the other Party for the purposes of entering into and performing the Agreement, and more generally for the management of their relationship.

18.3. In this context, each Party acts as data controller for the data it processes. The legal basis for this processing is the performance of the Agreement.

18.4. Each Party shall be responsible for collecting and processing the data in accordance with the applicable regulations on personal data and, in particular, for obtaining consent or informing the data subjects of the characteristics of the processing, and for responding to requests to exercise the rights of the data subjects (information, access to, rectification, erasure, etc.).

19. EXECUTION AND ATTACHMENTS



To acknowledge acceptance of the terms and conditions of this Agreement, including the terms and conditions of all attachments hereto, please initial each page and sign both originals of this letter in the space indicated below and return one original to ***[Name]**, Project Finance Analyst, WWF FR, 35 rue Baudin 93310 Le Pré-Saint-Gervais.

The modification of this Agreement, manually or otherwise, shall not be considered valid until countersigned by WWF FR.

This Agreement is sign in electronic form in accordance with the article 1366, 1367 and 1375 of the French Civil Code. This Agreement is duly concluded between the Parties if both Parties sign it.

WWF France	[To be completed]
*[Name & Title of WWF France signatory]	*[Name & Title of other WWF International signatory if applicable]

- Attachments:
- Attachment 1 : Terms of Reference
 - Attachment 2 : Project Budget
 - Attachment 3 : Fraud & Corruption Policy
 - Attachment 4 : Certificate of insurance

I, ***[Name of Signatory]**, on behalf of ***[XYZ]**, hereby agree to the above term and conditions.

Signature: Date:.....

[cc: - *[Name]**, Project Supervisor]

The name, address and account details to which WWF FR should transfer payments are:
(TO BE FILLED OUT IN CAPITAL LETTERS)

Full Bank and Branch Name:
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WWF *for a living planet*[®]

Branch Address:

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.....
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Account Name:

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Account Number:

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Account Currency:

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SWIFT code:

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IBAN Number:

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Attachment 1 – Terms of Reference



WWF *for a living planet*[®]

Attachment 2 – Project Budget



for a living planet®

Attachment 3 – Fraud&Corruption policy



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Attachment 4 – Certificate of Insurance