

WWF NETWORK TERMS AND CONDITIONS

1 July 2005

Except as otherwise provided by its terms, the Project Agreement shall be deemed to include the following terms and conditions:

1. RELATIONSHIP OF PARTIES

The relationship between WWF Donor and WWF Recipient is solely that of grantor and grantee. WWF Donor and WWF Recipient are not engaged in an employer-employee relationship, partnership, joint venture or agency contract of any kind. Neither party has authority to create any obligations, express or implied, on behalf of the other.

2. ASSIGNMENT OF RIGHTS; SUBAGREEMENTS / THIRD PARTY AGREEMENTS

- 2.1.** WWF Recipient may not assign its rights or delegate its obligations under the Project Agreement without WWF Donor's prior written consent, which will not be unreasonably withheld.
- 2.2.** WWF Recipient may subcontract certain elements of the Activities with prior written approval of the WWF Donor. WWF Recipient shall remain responsible for fulfillment of those Activities and is responsible for including in any sub-agreement/third party agreement related to the project described in the Project Agreement all clauses and provisions necessary to fulfill WWF Recipient's obligations under the Project Agreement.

3. USE OF FUNDS AND OTHER RESOURCES

- 3.1.** WWF Recipient shall use the funds and other resources (material and non-material) provided under the Project Agreement only for the specific purposes of the Activities identified in the project terms of reference and project budget annexed to the Project Agreement.
- 3.2.** Only expenditures for reasonable, approved, and documented costs as identified in the Budget are allowable. All expenditures must be incurred during the period of the Project Agreement to be allowable.
- 3.3.** WWF-Recipient may reallocate the amounts designated for any major budget category in the approved budget through the narrative notes submitted with the financial reports to WWF Donor if the scope of the project remains unchanged, unless subject to the restrictions of a Primary Donor.

However, purchases of any equipment, use of consultants or sub-recipients, or creation of major budget categories not approved in the original budget require prior written approval from WWF Donor. Budgeting of any exchange rate gains needs to be negotiated with and approved by WWF Donor prior to spending of the additional funds.

- 3.4.** All travel will be paid at the economy rate only, unless WWF Donor provides written consent to the contrary; first class train fare is allowable if it does not exceed the cost of an economy air ticket for the same journey. Accommodation and subsistence expenses shall be reimbursed according to reasonable rates, not to exceed per diem rates of a Primary Donor if applicable.
 - 3.5.** WWF Recipient agrees to be liable for costs relating to the project which exceed the approved budget total and which do not receive the specific prior written approval of WWF Donor.
 - 3.6.** No funds provided under the Project Agreement will be used to attempt to influence the outcome of any public election or to undertake any activity for a purpose that is not exclusively charitable, scientific, literary or educational.
 - 3.7.** Any funds provided under the Project Agreement which are exchanged to local currency must be exchanged at the best available rate through the channels authorised by applicable laws and regulations. Transactions must be verified through bank receipts or other documents or publications sufficient to demonstrate the legality of such transactions.
 - 3.8.** At the expiration or earlier termination of the Project Agreement, WWF Recipient shall report to WWF Donor on the amount of unspent funds (if any) provided by WWF Donor. WWF Recipient shall hold these funds pending WWF Donor instructions.
- ### **4. FUNDS MANAGEMENT, BANK ACCOUNTS & INTEREST**
- 4.1.** WWF Recipient shall exercise prudence in establishing secure arrangements for holding funds received from WWF Donor, having regard to the need to protect the real value of the funds against inflation and the risk of depreciation of local currencies.
 - 4.2.** The location, name, designation and currency of the bank account for the Project funds shall be identified by WWF Recipient in the Project Agreement and operated in accordance with generally accepted standards for funds management.
 - 4.3.** Where a special account is opened for the Project, the bank account shall, if practicable, be an interest

bearing account, and all interest accruing on the funds provided by WWF Donor shall be recorded separately and reported in the quarterly financial report. Such interest shall be considered as an additional contribution from WWF Donor at the request of WWF Recipient, unless any Primary Donor prohibits this.

5. FINANCIAL RECORDS

- 5.1. WWF Recipient agrees to keep separate and accurate financial records in accordance with generally accepted accounting principles and procedures so that payments received and expenditures made under the Project Agreement can be easily identified.
- 5.2. WWF Recipient agrees to maintain the above-mentioned financial records for a period of five (5) years after the expiration or earlier termination of the Project Agreement.

6. AUDITS

- 6.1. With prior reasonable notice, WWF Recipient agrees to make available for inspection, review and audit, by WWF Donor, and Primary Donor if applicable, the books of account and other financial records relevant to the Project Agreement.
- 6.2. WWF Donor may request the appointment, by WWF Recipient, of independent auditors to inspect, review and audit the books of account and other financial records relevant to the Project Agreement. Upon such a request, WWF Recipient agrees to make an appointment at WWF Donor's expense in consultation and with the agreement of WWF Donor.
- 6.3. WWF Recipient agrees to reimburse WWF Donor the amount of any expenditures disallowed by independent auditors (appointed under clause 6.2), through an audit exception or other appropriate means based upon a finding that such expenditures failed to comply with a provision of the Project Agreement.
- 6.4. WWF Recipient will submit a copy of its annual audited financial statement to WWF Donor upon request.

7. INTELLECTUAL PROPERTY RIGHTS

For the purposes of this clause, the term 'Works' refers to all works of authorship and inventions created by WWF Recipient pursuant to the Project Agreement, including, but not limited to, films, photographs, graphic works, maps, video recording, books, articles, writings, and audio recordings, (and all materials embodying such works of

authorship and inventions) whether produced before, during or after the term of the Project Agreement. WWF Recipient shall own all right, title, and interest in the Works; however, WWF Donor shall have a perpetual, non-exclusive, royalty free licence to use the Works, including their modification and/or reproduction, in whole or in part.

8. RESOURCES FROM OTHER SOURCES

- 8.1. WWF Recipient agrees to immediately notify WWF Donor of any resources (including funds) that are or may be made available from sources other than WWF Donor ("Additional Resources"), for the project which is the subject of the Project Agreement.
- 8.2. WWF Donor shall have the right to terminate the Project Agreement if WWF Recipient fails to make full and timely disclosure of any Additional Resources.

9. CAPITAL EQUIPMENT

- 9.1. All capital equipment donated or purchased with funds provided by WWF Donor under the Project Agreement shall be purchased in the name of WWF Recipient. Capital equipment is defined in accordance with WWF Donor's policy on capital equipment, which will be provided to WWF Recipient when applicable and upon request, unless otherwise specified in the Project Agreement document.
- 9.2. WWF Recipient agrees not to modify the ownership, or agreed utilization of capital equipment funded or donated by WWF Donor, without prior written approval by WWF Donor.
- 9.3. WWF Recipient agrees to provide proper insurance for and proper maintenance of all capital equipment and other property donated or funded by WWF Donor under the Project Agreement and to arrange for the payment of all related expenses (including insurance and taxes) as identified in the project budget.
- 9.4. All capital equipment funded or donated by WWF Donor, at the expiration or earlier termination of the Project Agreement shall remain vested in the name of WWF Recipient unless otherwise specified in the Project Agreement until disposition instructions are provided by WWF Donor.

10. PUBLIC AWARENESS

WWF Recipient agrees to provide WWF Donor with copies of all published written materials that mention or relate to the project activities which are funded under the Project Agreement, including those published within two (2) years after the expiration or other termination of the Project Agreement.

11. REPORTS AND OTHER DELIVERABLES

WWF Recipient agrees to provide the reports and other deliverables as identified in the Project Agreement. All reports shall be written in English unless otherwise agreed in the Project Agreement.

12. COMMUNICATIONS WITH PRIMARY DONOR

12.1. All formal communications with a Primary Donor shall be through WWF Donor.

12.2. WWF Recipient shall endeavour to maintain good working relations with the local representatives of a Primary Donor, and shall keep WWF Donor informed of ongoing communications with the local representative.

13. TAXES

WWF Recipient shall be liable for all taxes arising out of payments made to it pursuant to this Agreement.

14. INSURANCE

14.1. WWF Recipient shall ensure that it has adequate and appropriate insurance to protect against any loss or damage which may be sustained in the course of implementing the project.

14.2. WWF Donor shall not, in any circumstance or for any reason, be held liable for loss or damage sustained or caused by WWF Recipient, its personnel or third parties employed in the course of implementing the project, unless the loss or damage is due to the fault of WWF Donor.

15. INDEMNIFICATION

WWF Recipient hereby indemnifies WWF Donor, together with its officers, directors, employees, and agents, from any and all claims, demands, liabilities, expenses, fines, penalties or money judgements arising from and/or related to this agreement, except to the extent that such claims, demands, or liabilities, expenses, fines, penalties or money judgements are due to the fault of WWF Donor.

16. GOVERNMENT OFFICIALS & EMPLOYEES

WWF Recipient hereby agrees that no assistance, payments, or anything of value (monetary or non-monetary), shall be made, promised, offered to or accepted by any government employee or official (1) in contravention of any law or regulation of the country of WWF Donor; (2) without the express consent of the

government for which the employee or official works; and (3) that is not reasonable, *bona fide*, and directly related to the Activities funded under the Project Agreement. WWF Recipient hereby agrees that no payments or other form of assistance shall be accepted by or made to any government employee or official, including WWF Recipient, (a) to influence any official government act or decision, (b) to induce any government employee or official to do or omit to do, any act of violation of his or her lawful duty, or (c) to obtain or retain business for, or direct business to any individual or entity. It is WWF Recipient's responsibility to ensure compliance with this Clause, and to maintain and provide at WWF-Donor's request, documentation demonstrating such compliance.

17. TERMINATION

17.1. If either party determines that the other party has committed a breach of the terms of the Project Agreement, that party may serve upon the other party a notice in writing requiring the breach to be remedied within thirty (30) days. If the party receiving such notice fails to remedy the breach within the time specified or if the breach cannot be remedied, the party who served the notice may serve another notice, in writing, terminating the Project Agreement without prejudice to any rights which may have accrued to either party. This second notice shall become effective upon receipt.

17.2. Either party may terminate the Project Agreement by giving three (3) months prior written notice to the other. The parties agree to consult with each other as to the effect of termination on the project and to assist each other in the smooth termination or transition of the project to other funding sources. The party terminating the Project Agreement shall be responsible for any reasonable costs incurred by the other as a result of such termination or transition.

17.3. If any Primary Donor identified in the Project Agreement suspends or terminates the Primary Agreement, WWF Donor may, in addition to its other termination rights set forth above, suspend or terminate the Project Agreement, by giving written notice to WWF Recipient accompanied by a copy of the notification received by WWF Donor from the Primary Donor. Such notice shall become effective upon receipt or on the date of suspension or termination specified by the Primary Donor whichever shall be the later.

17.4. WWF Donor shall not be obligated to pay for any expenses incurred by WWF Recipient after the effective date of any notice of termination. Upon its effective date, WWF Recipient shall stop work and take all reasonable steps to preserve and protect all work produced to date and comply with instructions from WWF Donor as to the disposition thereof. Upon

termination, WWF Recipient shall promptly submit to WWF Donor a final financial report in accordance with the Project Agreement.

18. FORCE MAJEURE

Neither WWF Donor nor WWF Recipient shall be liable if it is unable to continue, complete or otherwise perform its duties under the Project Agreement as a result of, war, riot, civil unrest, rebellion or other disturbance, epidemic, quarantine restrictions, labor disputes, embargoes, or acts of God or acts of any government which acts or events preclude continuation or completion of the Project.

19. COMPLIANCE WITH LAWS

WWF Recipient agrees to comply with all applicable laws, including all local labour and social laws.

20. WAIVER

The failure by either party to the Project Agreement to enforce any of the provisions of the Project Agreement shall in no way be considered a waiver of such provisions or in any way affect the validity of the Project Agreement.

21. SEVERABILITY

In the event that any provision of the Project Agreement shall for any reason be held to be invalid or unenforceable by any adjudicative body of competent jurisdiction, unless such provision goes to the root of the Project Agreement, the Project Agreement shall continue in full force and effect and shall be interpreted as if such provision had never been contained herein. In the event the provision goes to the root of the Project Agreement, the parties shall attempt in good faith to negotiate an amendment to the Project Agreement as necessary to fulfill the purpose of the Project Agreement.

22. AMENDMENTS

Any amendment to the terms of the Project Agreement shall be the subject of a supplementary written agreement between WWF Donor and WWF Recipient.

23. DISPUTE RESOLUTION

23.1. Both parties agree to abide by their obligations to each other under the Project Agreement in good faith, and to attempt to resolve any dispute that arises between them in a manner that minimizes any damage to the cause of conservation.

23.2. In the event the Parties are unable to resolve any dispute that either regards as of substantial importance, the dispute shall be resolved by binding arbitration in the country of WWF Donor or such other place as is acceptable to both parties. The Arbitration Board will consist of three arbitrators who must be qualified to serve as an arbitrator in WWF Donor's country. Both the board of WWF Recipient and the board of WWF Donor are allowed to appoint one arbitrator; the third will be appointed by the first two. If a third arbitrator cannot be appointed by the first two, the Director General of WWF International will appoint the third arbitrator from the limited pool.

24. CONTROLLING LAW

The Project Agreement construed and enforced in accordance with the law of the country of WWF Donor.