



MEMORANDUM OF UNDERSTANDING

BETWEEN

**WORLD WIDE FUND FOR NATURE
(FORMERLY WORLD WILDLIFE FUND)**

AND

**SOLOMON ISLANDS NATIONAL
UNIVERSITY**

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This Memorandum of Understanding (hereinafter referred to as 'MoU') is entered into by and between:

World Wide Fund for Nature (formerly World Wildlife Fund) (hereinafter 'WWF'), a not for profit foundation registered in Switzerland, having its registered office at Rue Mauverney 28, 1196 Gland, Switzerland and having a Solomon Islands Country Office, Honiara Hotel Building, China Town, Honiara, Guadalcanal, Solomon Islands, represented by Shannon Seeto, hereinafter referred to as 'WWF SI'

And:

Solomon Islands National University (hereinafter referred to as 'SINU') of P. O. Box r113 Kukum High Way, Honiara, Solomon Islands, Represented by Dr. Eric Katovai.

(Both are hereinafter referred to as "Parties")

WHEREAS:

- A. WWF is a non-profit organization with a mission to stop the degradation of the planet's natural environment and to build a future in which humans live in harmony with nature by:
 - conserving the world's biological diversity
 - ensuring that the use of renewable natural resources is sustainable
 - promoting the reduction of pollution and wasteful consumption
- B. WWF SI's vision is: "The people of Solomon Islands managing their natural resources for sustainable development and a resilient environment (*Olketa pipol lo Solomon Islands lukaotim gud olketa samting lo land an sea fo kaikai, wokim seleni, an gudfala place fo stap*)";
 - WWF SI is part of the Pacific Programme which is part of WWF Asia Pacific
 - WWF SI has established offices in Honiara and Gizo in the Western Province of Solomon Islands, and pursues project activities in other provinces.
- C. The principal role of SINU is 'to promote scholarship, research, free enquiry, academic excellence and trade competence'; and expects that the University will 'be concerned with education and training consistent with international standards of teaching, research and other academic activities...' (SINU Act 2012, Sec 4(1), (2)).

- SINU's vision is a quality National University, raising standards of education and applied research in the Pacific region.
 - SINU's mission is championing the pursuit of knowledge, skills, academic inquiry and applied research to transform lives through higher education and training, inclusive of diverse communities, while providing relevant solutions for the Solomon Islands.
- D. Whereas WWF SI and SINU position is to provide mutual support to key elements of each other's mission through collective action.
- E. Both Parties agree with the terms of provisions stipulated and form the integral of this MoU.

NOW, THEREFORE the Parties agree as follows:

1. OBJECTIVE AND SCOPE

- 1.1. The overall objective of this Memorandum of Understanding ("MoU") is to provide a framework of cooperation for the Parties to efficiently and effectively promote mutual interests in developing and strengthening systems, institutions, organisations and individuals concerned with natural resource conservation, management, and protection in Solomon Islands.
- 1.2. This relationship will take advantage of the complementary institutional capabilities of the Parties in the development and implementation of separate and joint programmes. Activities include, *inter alia*:
- Initiating regular formal and informal communications between the Parties to facilitate collaboration and information exchange;
 - Facilitating *ad hoc* bi-lateral and multi-stakeholder platforms to collaborate on overlapping activities and relevant policy dialogues;
 - Cooperating on programs of work that contribute to each Parties' strategic plans as they relate to delivery of programs to strengthen the capacity of communities to manage their natural resources;
 - Working jointly to support activities related to sustainable communities in the Solomon Islands and the wider Pacific region, including, *inter alia*, sustainable fisheries and natural resource management, conservation, financial inclusion and sustainable livelihoods in Solomon Islands.
 - Making personnel available for the implementation of actions for which the Parties are responsible, as set forth in agreed work plans to be annex and form part of this agreement.



- Collaborating on communications products to improve regional and national profile of the Parties;
- Co-operating in the development of a knowledge hub for Solomon Islands in collaboration with other stakeholders at SINU; and
- Development of courses and/or programmes for SINU, and communities to enhance capacity to manage the natural resources.

1.3 The Parties agree that any specific projects to be implemented by or between them will be negotiated separately within the framework of this MoU and will be formalized in separate legal agreements.

1.4 If either Party intends to transfer funds, equipment, or any other asset to the other Party, the terms of such transfer shall be governed by a separate Agreement between the Parties, which may reference or incorporate the terms of this MoU, if appropriate.

1.5 Should either Party wish to remunerate the other for expert advice, information or any other activities that are undertaken in relation to this collaboration, such activities and associated remuneration will be negotiated and agreed by the Parties in writing through separate agreement(s).

1.6 Should any activities undertaken in accordance with the terms of this MoU involve the contracting of third Parties, specific terms of reference and agreements will be agreed between the Parties in advance of such contracting.

1.7 This MoU does not oblige either party to enter into any separate project agreement or make any funding commitment.

1.8 Separate agreements will also be agreed in relation to any data sharing or processing if applicable.

1.9 Save as is expressly set out below, this MoU is not intended to be legally binding.

2. JOINT UNDERTAKINGS

With respect to the performance of this MoU and any prospective projects, each Party agrees to:

2.1 Use its best efforts to provide support and assistance required in order to fulfill the objectives of this MoU and implement any Project.

2.2 Keep the other Party updated on any matter that might enhance or impact the



collaboration.

2.3 Provide the other Party with adequate notice of any action required from that other Party.

3. RELATIONSHIP BETWEEN THE PARTIES

3.1 This MoU does not confer or imply any exclusivity to either Party in respect to its relationship with the other. Each Party reserves the right to work independently or with other organizations.

3.2 Nothing in this MoU, and no action taken in relation to this MoU shall be construed as creating or implying an employment relationship, an agency, a partnership, joint venture, association or other co-operative entity between the Parties for any purpose whatsoever. Neither Party shall have the power or authority (i) to incur any expenses on behalf of the other Party, or (ii) to pledge the credit of, or otherwise bind or oblige the other Party in any way whatsoever or to impose any obligations on it to the benefit of any third Party, or (iii) to make any commitments or take any positions on behalf of the other Party, and neither Party shall purport to do so or hold itself out as capable of doing so in relation to the other Party.

3.3 To the extent authorized by applicable law, each Party shall be solely responsible and liable for the acts and/or omissions of its employees, agents, and representatives under this Agreement, including third-party claims for damages or other losses relating to this MoU. Nothing herein shall be construed as creating joint or several liability among the Parties.

4. CONFIDENTIALITY

4.1 The Parties agree that the nature of their relationship under this MoU is based upon openness and cooperation. Neither Party shall unreasonably hold information of relevance to this MoU confidential from the other or disclose information which does not require to be disclosed. However, information, including but not limited to, each Party's plans, designs, costs, prices, finances, marketing plans, business opportunities, personnel, research, Intellectual Property Rights, development or know-how, will be considered confidential ("**Confidential Information**"). Any Confidential Information that is provided for the purposes of Collaboration related to this MoU shall wherever possible be clearly labeled and identified as "Confidential Information". Both Parties retain the right to refuse to accept any Confidential Information from the other Party which is not considered to be essential to the Collaboration under this MoU.

4.2 Confidential Information shall not include information that: 1) is now or subsequently becomes generally available to the public through no fault or breach on the part of the recipient; 2) the recipient can demonstrate to have had rightfully in its possession without any subsisting obligation of confidence prior to disclosure to the recipient by the discloser; 3) is independently developed by the recipient without the use of any Confidential Information; 4) the recipient rightfully obtains from a third Party who has the right to transfer or disclose it and is not held under any other obligation of confidence; or 5) is required to be disclosed by applicable laws, governmental regulations, or judicial court order.

4.3 The Parties agree to maintain all Confidential Information strictly confidential and not to disclose it to any third Party except as in accordance with the terms of this MoU. The Parties agree to use reasonable care, but in no event no less than the same degree of care that each Party uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized use, disclosure, publication or dissemination of Confidential Information.

5. INTELLECTUAL PROPERTY RIGHTS AND COMMUNICATION

5.1 Nothing in this MoU shall be construed to grant any Party or any third party any ownership, license, or authorization to use, or other interest in or to, any Party's trademarks or other intellectual property. Each Party recognizes the exclusive intellectual property rights of the other Party and shall not take any action that jeopardizes such rights or otherwise may be detrimental to the other Party's interest.

5.2 Neither Party will use the name or trademarks of the other Party, or an abbreviation in connection with its business without the express prior written approval by a duly authorized representative of the other Party in each case, to be granted or withheld at the other Party's sole discretion.

5.3 The Parties will make no reference(s) to this MoU, the collaboration and its outputs and/or possible future collaborations between the Parties, in external communications of any kind, without the express agreement of the Parties in advance of such communications. A Party wishing to make any public statement about the collaboration shall provide reasonable prior written notice of such an announcement to the other Party and must obtain its consent prior to any release being made. Such consent shall not be unreasonably withheld so long as the announcements are in the interests of achieving the aims of this MoU. The Parties shall consult and agree on the timing, contents and manner of release of any public statement. This clause shall not prevent either Party from



reporting or acknowledging the existence of this MoU, including the named parties, as may be required by applicable laws and regulations.

5.4 Unless otherwise agreed, as per this process described here, all materials produced through the collaborative activities and joint contributions of both Parties shall be jointly credited.

6. WWF's Environmental and Social Safeguards Framework and Statements of Principles

6.1. 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.

6.2. 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.

6.3. WWF's ESSF and Statements of Principles represent an integral part of our operations, and our work under this MoU will be guided by them. These documents are found here: https://wwf.panda.org/principles_and_safeguards/

6.4. SINU understands that WWF has adopted systems to enable the implementation of its ESSF and Statements of Principles, including contractual requirements for sub-recipients, and that the activities supported by this MoU will be guided by them.

6.5. As such, WWF may modify, suspend and/or ultimately terminate any of its activities or sub-agreements that, in its sole judgment, are not being implemented in accordance with WWF's ESSF and/or Statements of Principles.

7. COMMITMENT TO INTEGRITY AND ETHICS

7.1 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 Ethical Labour Code of Conduct and the WWF Fraud and Corruption Prevention and Investigation Policy as well as other policies. This commitment is fundamental to creating effective, lasting and equitable solutions to today's environmental challenges. Therefore, the Parties agree to:

- a. Respect people's rights in accordance with customary, national and international human rights laws, including vulnerable groups such as children.

- b. Comply with, and provide active support to WWF 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 (e.g., if applicable, UK Bribery Act 2010, UK Modern Slavery Act 2015, or US Foreign Corruption Practice Act), and similar legislation in all relevant jurisdictions.
- c. Respect integrity in the use of donations which may be provided in connection with this MoU, 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;
- d. Respect and safeguard employees to prevent and respond to discrimination, harassment, abuse of power, and gender inequity in the workplace.
- e. 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.
- f. Respect standards and agreements around confidentiality, including but not limited to the sharing of business sensitive information and any personal data requirements including complying with any applicable data protection legislation.

7.2 SINU shall comply with Schedule 1 (WWF Fraud and Corruption Prevention and Investigation Policy (Contracted party version October 2020); and will not engage in fraudulent or corrupt acts. SINU will also comply with Schedule 2 (Ethical Labour Code of Conduct).

8. GOVERNING LAW

8.1 This MoU and all disputes or claims (including non- contractual disputes or claims) arising out of or in connection with this MoU shall be governed by and construed in accordance with the laws of the Solomon Islands.

8.2 Each Party will comply with all applicable laws in connection with this MoU, and any requirement, ordinance, rules or regulation of any government authority governing this MoU and the activities undertaken hereunder.

9. DISPUTE SETTLEMENT



9.1 The Parties agree that any dispute between the Parties arising out of the interpretation or execution of this MoU be settled amicably through informal consultation or negotiation. Each Party reserves all other rights and remedies available under this MoU.

10. TERM AND TERMINATION

10.1 Unless terminated earlier by either Party this MoU is effective for 5 years effectively on the date set to be sign by the Parties.

10.2 This MoU will enter into force upon signature by authorised representatives of the Parties.

10.3 This MoU may be terminated by either Party, at any time, by prior written notice of thirty (30) days.

10.4 Either Party may terminate this MoU at any time with immediate effect by written notice to the other Party if:

- (a) the other Party is in material breach of this MoU and either such breach is not capable of remedy or, if the breach is capable of remedy, the other Party has failed to remedy such breach within 30 days of receiving written notice requiring it to do so; for the sake of clarity, it should be stated that any non-compliance with any material obligation under this MoU or under any policy referred to within this MoU qualifies as a breach of this MoU.
- (b) the other Party ceases or threatens to cease to carry on its work;
- (c) if there is a change in circumstances amounting to a significant change in the ownership or control of the other Party's organisation;
- (d) the other Party materially breaches any other agreement made between the Parties; or
- (e) if the other Party becomes insolvent or bankrupt or has serious financial problems that might jeopardize the proper fulfillment of this MoU or have any negative consequences on this MoU or one Party's reputation.
- (f) There is a significant risk of harm to a party's reputation.

10.5 The expiration or earlier termination of this MoU does not automatically terminate any associated agreements concluded in the context of this MoU and still in operation at the date of expiration or termination (as relevant). Such agreements will continue to be governed by their own terms.



10.6 The following articles shall survive any termination or expiration of this MoU: Article 4 (Confidentiality), Article 9 (Dispute Settlement), and Article 10 (Term & Termination).

11. ENTIRE AGREEMENT

11.1 This MOU contains the entire understanding and agreement between the Parties with respect to the subject matter hereof. It supersedes all previous representations, understandings, arrangements and/or agreements, oral or written, between the Parties with respect to the subject matter hereof.

12. FORCE MAJEURE

12.1. Neither Party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to exigency of one or more of the force majeure events such as, but not limited to, act of God, war, flood, earthquake, strikes, lockouts, epidemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such events, the Party affected shall thereby give notice in writing to the other Party within one (1) month of such occurrence or cessation.

13. CONTACT AND LIAISON

13.1. The primary points of contact and liaison from each Party to this MoU are:

i. For WWF SI:

Name of Contact: Shannon Seeto
Title: Country Manager
Address: P.O. Box 1373, Honiara, Solomon Islands
Phone: +677 28023
Email: sseeto@wwfpacific.org

ii. For SINU:

Name of Contact: Dr. Eric Katovai
Title: Acting Pro Vice Chancellor Academic
Address: Office of the Vice Chancellor, P.O. Box R113, Honiara, Solomon Islands
Phone: +677 42600
Email: Dr.Eric.Katovai@sinu.edu.sb

13.2. The Parties will develop agreed annual work plans and will meet on a semi-annual basis to review the progress and implementation of the MOU.



14. AMENDMENT AND NON-ASSIGNMENT

14.1 Any amendment or modification of this MoU shall only be made upon agreement between the Parties by means of an amending or supplemental MoU or agreement in writing, signed by authorised representatives of the Parties.

14.2 Neither Party may assign this MoU or any of its rights or obligations under this MoU, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party.

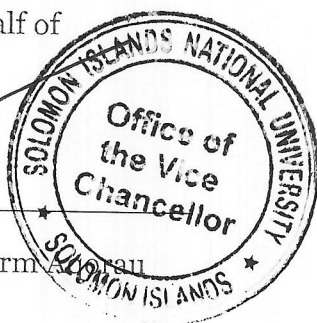
15. BINDING EFFECT

15.1 The following Articles are intended to be legally binding: Article 3 (Relationship between the Parties, Article 4 (Confidentiality), Article 5 (Intellectual Property Rights and Communication), Article 6 (Environmental and Social Safeguards Framework and Statements of Principles), Article 7 (Commitment to Integrity and Ethics), Article 8 (Governing Law), Article 13 (Amendments) and this Article 14 (Binding Effect).

15.2 Unless it is expressly stated otherwise, this MoU does not give rise to any rights for a third party to enforce any of its terms.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

SIGNED on behalf of



Professor Transforma

Vice Chancellor

SINU

Date: 8 DEC. 2023

Place: KUKUM CAMPUS
HONIARA

SIGNED on behalf of

WWF (Formerly World Wildlife Fund) SI by



Dr. Mark Drew

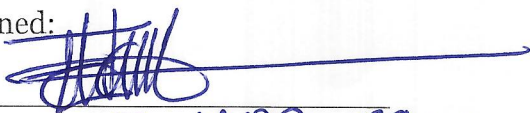
Director

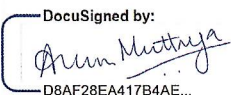
Pacific Programme

Date: 8/12/2023

Place: KUKUM CAMPUS



Signed: 
Name: EDWARD BAI
Title: LEGAL ADVISOR
Date: 8/12/23

Signed: 
Name: Arun Muttreja
Title: Chief Operating Officer,
Asia Pacific, WWF International
07 December 2023
Date: _____





WWF *for a living planet*®

Ethical Labour Code of Conduct

Version June 2009

Introduction

Relationships with suppliers and licensees are essential to WWF's goals. WWF specifies criteria for these suppliers regarding environmental standards. This document sets out the requirements of the WWF Network regarding labour standards. These are based on international standards set out in International Labour Organisation (ILO) Conventions¹.

WWF is committed to ensuring that the rights of the workers producing our products are respected. WWF's members and supporters expect the people who make the products we or our licensees sell to be treated with dignity and respect. The trust and confidence of these individuals and organisations is of high importance to us and therefore we take labour issues extremely seriously.

This Ethical Labour Code of Conduct sets out our standards for how we expect our suppliers/licensees to treat the people who make products bearing the WWF brand. All suppliers/licensees must be committed to work towards meeting these standards, making improvements in their workplaces. In addition to this we expect our suppliers and licensees to comply with all relevant local and national laws and regulations.

Scope

This Code of Conduct applies to all factories and manufacturing sites where our products are made. The Code applies to all of the WWF's suppliers, licensees, contractors and subcontractors² for all product types world-wide. Suppliers and licensees must ensure that all of their employees, their component suppliers and subcontractors are aware of and are committed to working towards this Code.

WWF's Standards

All suppliers and licensees must observe all local laws and legislations and provisions of relevant collective agreements

Health, Safety and Hygiene

- Employers must provide a safe and healthy workplace environment.
- Employers must identify and eliminate potential hazards in the workplace and take steps to prevent accidents and injuries. In particular, adequate provision must be made for the prevention and fighting of fire. Sufficient fire exits must be provided.
- Health and safety training must be provided for all employees. Appropriate protective clothing and work processes must be provided. Employees should have the right to remove themselves from situations in which they reasonably apprehend imminent and serious danger to their life or health.
- All employees must have access to a sufficient number of clean toilet facilities, as far as possible designated for either women or men, and to clean and safe drinking water.
- Accommodation, where provided, should be clean, safe and meet the basic needs of men and women workers as appropriate.

Wages and benefits

- Wages for standard hours must not be less than the national legal minimum, or as provided in a relevant collective agreement.
- Benefits must not be less than the national legal minimum, or as provided in a relevant collective agreement.
- Wages must be paid in full, promptly and at regular agreed intervals.
- Any deductions from wages must be in conformity with national law or relevant collective agreement and clearly communicated to workers and should be fair and reasonable in the context of the total wage. Deductions from wages for disciplinary measures shall not be permitted.
- Workers must receive written and understandable information about their wages before they enter employment and also payslips which clearly show how wages are calculated and all deductions from wages, each time they are paid.
- Suppliers/licensees should ensure that wages are sufficient to meet basic needs and provide some discretionary income, especially where workers receive only the statutory minimum wage,

Working hours

- Working hours must comply with national laws. Workers should not, on a regular basis, be required to work in excess of 48 hours per week
- Workers should be allowed one day off in every 7 day period.
- All overtime should be voluntary.
- Overtime should be paid at a rate of at least 125%.
- Overtime must not exceed the limits set by local law and in any case should not exceed an average of 12 hours per week. Annualised hours limits can be used where allowed by law.

Freedom of association and collective bargaining

- There should be a clear, recognised process through which workers can express their opinions and concerns to management and negotiate solutions.
- Workers should be free to join or form trade unions of their own choosing and to bargain collectively.
- Workers representatives should not be discriminated against and should have access to workplaces in order to carry out their representative functions.
- Where the right to freedom of association and collective bargaining is restricted by law, the employer should so far as possible facilitate appropriate means of dialogue and consultation with worker representatives regarding conditions of employment and workplace issues.

Forced labour

- No forced, bonded or involuntary prison labour should be used.
- Employees should not retain workers' original identity papers or hold deposits from workers.
- Workers should be free to leave their employment after giving reasonable notice.
- Workers should have a copy of a written contract of employment, which sets out the terms and conditions of their employment.

Child labour/ young workers

- The minimum age of workers should be 15 years old or the minimum age set by the national laws of the country where they carry out their work, whichever is higher.
- If a worker is found below this minimum age, WWF will work with the supplier to establish a solution which puts the interests of the child first and the supplier involved will be expected to provide remedy for the children concerned, where appropriate.
- Young workers (under the age of 18 years old) should not work in hazardous conditions.
- Hours of work for young workers must be in accordance with national law.

No discrimination

- There should be no discrimination in hiring, employment conditions or termination based on race, colour, caste, national origin, gender, religion, marital status, disability, sexual orientation, union membership, political affiliation, age or other distinguishing characteristic.
- Employers must provide pregnant women with their full legal entitlement of maternity leave and benefits.

No harsh treatment

- Workers must never be subject to harassment, intimidation, abuse, the threat of abuse, degrading treatment or physical or psychological punishment.

Employment relations

- Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of alternative temporary contracting arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment.

Management of the Code of Conduct

Suppliers or licensees of WWF must co-operate in the implementation of this Code. They must provide WWF with relevant information when requested, permit inspection of their workplaces and maintain suitable records to demonstrate good working conditions as set out above. They must refrain from disciplinary action, dismissal or other discrimination against any workers for providing information concerning observance of this Code.

If a supplier does not meet the standards set out in this Code, WWF will endeavour to work with the supplier/licensee to establish an appropriate course of action and timeframe for improvement. However, WWF maintains the right to terminate a supplier/licensee relationship if it considers the non-compliance to be extreme or if it considers the supplier/licensee is not willing to work with WWF to make improvements within the agreed timeframe.

Notes

¹ International Standards

The WWF Code of Conduct reflects the standards set out in ILO Conventions, including the following:

- ILO Core Conventions 29 and 105 (Forced and Bonded Labour)
- ILO Core Conventions 100 and 111 (Discrimination in employment and occupation)
- ILO Core Conventions 87, 98 and 135 (Freedom of Association, Right to Organise and Collective Bargaining and Workers' Representatives Convention)
- ILO Core Conventions 138 (Minimum Age) and 182 (Worst Forms of Child Labour)
- ILO Convention 155 (Occupational Safety & Health)

ⁱ The terms 'contractor', 'subcontractor', 'supplier' mean any natural or legal person who contracts with WWF or a WWF licensee and is engaged in a manufacturing process which result in a finished product for the consumer. A licensee means any natural or legal person who contracts with WWF to produce or distribute finished products using the name or brand image of WWF.

Purpose

WWF International has a principle of zero tolerance to fraud and corruption. As an organization that condemns and fights fraud and corruption as one of the key drivers of poverty, environmental degradation and bad governance, it requires its own staff and all contracted parties to respect this principle at all times by fully conforming to all contractual terms, procedures and/or policies adopted to prevent fraud and corruption.

WWF is committed to handle promptly and firmly all allegations of fraudulent or corrupt activities, including investigating thoroughly where necessary, irrespective of whether these activities are attributed to WWF staff or to the contracted party. In certain cases, the actions of the contracted parties may cause WWF, its directors, officers and employees to be liable for these actions. Additionally, these allegations may lead to sanctions (including disciplinary actions up to and including summary dismissal, dismissal of officers, and termination of contract), and legal actions (including civil actions and criminal prosecution).

This Policy is intended to explain the standards of conduct that WWF expects from its contracted parties with respect to the prevention of fraud and corruption, and conflicts of interest, and to give guidance to its contracted parties on how to report any conduct that is prohibited under this Policy.

Scope

This Fraud & Corruption Prevention and Investigation Policy ("Policy") applies to all contracted parties (including their officers, employees, advisors, agents and consultants) who enter into an agreement with WWF-International or any of the WWF offices, and who shall comply with the provisions of this Policy at all times.

In this Policy: "Contracted party" means any third party with whom WWF enters into an agreement, and includes (without limitation) grantees, implementing agencies, third party service providers (such as relocation agencies, customs brokers, etc.), consultants, agents, intermediaries, representatives, officials, contractors, suppliers, consultants, brokers, distributors, vendors, partners, lobbyists and activists, and other third parties contracted by, acting for, or providing services to WWF. "WWF-International" means WWF – World Wide Fund for Nature (formerly World Wildlife Fund), a Swiss foundation. "WWF offices" mean the field offices of WWF (e.g. Programme Offices and other offices reporting into WWF or the Programme Offices). "WWF" means WWF-International and WWF offices collectively.

Conduct Prohibited by this Policy

Fraud i.e. the act of deceit against the organisation in order to obtain a personal or collective advantage, avoid an obligation or cause a loss.

Corruption i.e. the act of dishonestly obtaining an advantage from a third party by abusing an entrusted power for private gain.

Bribery i.e. the offering, promising, giving, authorizing or accepting of any undue pecuniary or other advantage to, by or for a public officer or for anyone else in order to obtain or retain a business or other improper advantage.

Fraud and corruption are not restricted to monetary or material benefit, but could also include intangible benefits.

Examples of fraud and corruption:

- bribery, deception, forgery, extortion, theft, conspiracy, embezzlement, misappropriation, false representation, concealment of material facts, and collusion.
- theft or misuse of assets, proprietary data or intellectual property;
- deception (e.g. misrepresentation of qualifications to obtain employment);
- knowingly misrepresenting the costs, or financial status (e.g., through false financial statements) of an office, a project, an activity, etc., e.g., through falsified documents;

- providing favours or money to judges or other public officials to pursue personal or WWF goals;
- providing contracts to third parties for the provider's personal benefit;
- fraudulent expense reports;
- misstatements of any accounts to any manager or to WWF's auditors;
- paying a kickback (where the bribe is paid out of the contract proceeds themselves);
- conflict of interest that results in financial harm to WWF.

Gifts

All contracted parties should not accept or offer gifts, hospitality or benefits of any kind that might be seen to compromise their integrity or to be benefiting the person offering the service or the recipient personally and/or at the cost of WWF's reputation. However, small gifts with no material value may be received or offered in appropriate situations provided there is no appearance of corruption, fraud or conflict of interest.

Conflict of Interest

All contracted parties shall not have any unauthorised conflict of interest with WWF or in the context of their performance of their agreement with WWF. Conflicts of interest can arise if a contracted party (including immediate family) has a close professional, financial, personal or other interest with a WWF employee or officer, or which is competing with the best interest of WWF. Should any such conflict arise, all contracted parties shall immediately disclose it in writing to the relevant WWF party. Failure to do so will constitute a breach of their agreement(s) with WWF and will entitle WWF to terminate their agreement with immediate effect, without prejudice to and in addition to any remedies or other rights provided by law and/or statute and/or under any other provision of their agreement for the benefit of WWF.

Contracted parties' responsibilities

When working with or on behalf of WWF, contracted parties must have, and be seen to have, high standards of integrity.

Each contracted party has a duty to ensure that the funds provided/granted by WWF are safeguarded and used for the purposes intended by WWF, and to report immediately if they suspect any fraud has been committed or they see any suspicious acts or events (see investigation section below). Contracted parties should assist in any related investigation by making available all relevant information and by co-operating with investigators (e.g., interviews, provision of documentation, etc)

Contracted parties shall ensure that appropriate measures are in place within their organization to effectively prevent, deter, detect and communicate potential fraud, corruption and conflict of interest.

In particular, under no circumstances should any payments or anything of value be made, promised or offered to any government employee in violation of this Policy and in contravention of applicable laws in the relevant country. Furthermore, no assistance, payments or anything of value (monetary or non-monetary) should be made, promised, offered to, or accepted from any government employee or official to:

- influence any official government act or decision;
- induce any government employee or official to do or omit to do any act in violation of his/her lawful duty;
- obtain or retain business for, or direct business to any individual or entity.

Even if it is locally common practice to provide bribes, or if the contracted party receives the assurance that the payment is permitted under local laws, any requests to provide an advantage, cash payment, gift or entertainment, or any other behaviour covered by this Policy should be:

- refused, explaining that contracted parties are prohibited by this Policy and the law from providing the advantage requested; and
- reported as described in this Policy.

Warning Signs

It may not be always easy to detect corrupt or fraudulent behaviour. Contracted parties should take extra care where there are warning signs of fraud or corruption in the contracted party's organization. This list is not intended to be exhaustive but it is indicative of these warning signs:

- abnormal cash payments, or lavish gifts being received;
- an individual who never takes time off, or holidays, or insists on dealing with specific contractors himself or herself;
- unauthorized signature of consultant contracts during management's absence;
- missing documents or records regarding payments, expenses, meetings or decisions.

Reporting

WWF strongly encourages all contracted parties to report concerns regarding or potential violations of this Policy.

■ When to raise a concern

It is not required to have absolute proof of the misconduct to file a report because it may not always be clear whether the conduct in question can be considered as being fraudulent or corrupt. This is why all actual or suspected violations can be reported under this Policy. Reports made in good faith will not be subject to any disciplinary or similar actions even if no wrongdoing is found after investigation. WWF encourages that individuals identify themselves as this may facilitate the investigation. However, reports provided anonymously will also be investigated as necessary. Anonymous reports will be handled with extra care to protect individuals against abusive or false reports.

■ How to share a concern

Contracted parties should immediately report their concerns to a WWF Director. If the contracted party feels that the issue has not been dealt with appropriately or is unable to report the allegation through this channel then the following persons can be contacted.

- Director General, WWF International
- Chief Operating Officer, WWF International
- Head, Compliance, WWF International

Alternatively, contracted parties can report through the **Whistle Blowing Centre, WhistleB** which is operated by an independent third party company, and available 24 hours a day, seven days a week. The reports are taken in full confidentiality and are handled in accordance with this Policy. Reports can be lodged at <https://report.whistleb.com/en/wwf>. More than 10 languages are available and follow up and updates on your cases will be received.

Investigation of Fraud or Corruption

The Senior Management of WWF-International, in coordination with the Audit Committee, is responsible to ensure that all reports submitted according to this Policy are appropriately addressed. All reports made according to this Policy will be passed to the appropriate members of the senior management who will take prompt and appropriate measures based on the nature, scope and seriousness of the allegations. These measures may include initiating an investigation and supervising the conduct of such investigation, and if necessary, consulting with other persons such as the Internal Auditor, the General Counsel, as well internal and external advisors (such as legal or tax experts, accountants, etc.).

The Audit Committee, which is independent of the management of WWF-International and reports to the Board of WWF-International, will be informed of all reports of allegations and of WWF International's measures to investigate them.

Confidentiality and Data Protection

Reports and the identity of the person who filed a report will be handled in confidentiality to the extent possible and in compliance with applicable laws. The reports and the investigation documents will be kept on a legitimate and need-to-know basis.

As part of the investigation and, if applicable, the measures and procedures undertaken subsequently, the following information may be processed: details on the misconduct (e.g. description of the facts and circumstances), personal data on the person making the report (unless the report has been made anonymously) and on the individuals named in the report (e.g. name, contact details, professional details, etc.). Personal information reported under this Policy will be handled in compliance with applicable data protection laws. Where required by local law, individuals will be informed that they have been accused of wrongdoing, and have a right to access and correct their personal data by contacting WWF.

Compliance with this Policy

Compliance with this Policy is important to WWF. WWF encourages contracted parties to report their concerns if they suspect or become aware of any conduct contrary to this Policy. Any violation of this Policy will be handled appropriately and may result in (i) immediate termination of the agreement with the contracted party; (ii) disciplinary actions (up to and including summary termination) against WWF employees; and (iii) immediate dismissal of directors. Additionally, WWF may initiate legal proceedings (e.g. civil action to recover any losses or other damages (including consequential damages), and criminal action). WWF may also be bound by law to report certain allegations, whether proven or not.



for a living planet®

Ethical Labour Code of Conduct

Version June 2009

Introduction

Relationships with suppliers and licensees are essential to WWF's goals. WWF specifies criteria for these suppliers regarding environmental standards. This document sets out the requirements of the WWF Network regarding labour standards. These are based on international standards set out in International Labour Organisation (ILO) Conventions¹.

WWF is committed to ensuring that the rights of the workers producing our products are respected. WWF's members and supporters expect the people who make the products we or our licensees sell to be treated with dignity and respect. The trust and confidence of these individuals and organisations is of high importance to us and therefore we take labour issues extremely seriously.

This Ethical Labour Code of Conduct sets out our standards for how we expect our suppliers/licensees to treat the people who make products bearing the WWF brand. All suppliers/licensees must be committed to work towards meeting these standards, making improvements in their workplaces. In addition to this we expect our suppliers and licensees to comply with all relevant local and national laws and regulations.

Scope

This Code of Conduct applies to all factories and manufacturing sites where our products are made. The Code applies to all of the WWF's suppliers, licensees, contractors and subcontractors² for all product types world-wide. Suppliers and licensees must ensure that all of their employees, their component suppliers and subcontractors are aware of and are committed to working towards this Code.

WWF's Standards

All suppliers and licensees must observe all local laws and legislations and provisions of relevant collective agreements

Health, Safety and Hygiene

- Employers must provide a safe and healthy workplace environment.
- Employers must identify and eliminate potential hazards in the workplace and take steps to prevent accidents and injuries. In particular, adequate provision must be made for the prevention and fighting of fire. Sufficient fire exits must be provided.
- Health and safety training must be provided for all employees. Appropriate protective clothing and work processes must be provided. Employees should have the right to remove themselves from situations in which they reasonably apprehend imminent and serious danger to their life or health.
- All employees must have access to a sufficient number of clean toilet facilities, as far as possible designated for either women or men, and to clean and safe drinking water.
- Accommodation, where provided, should be clean, safe and meet the basic needs of men and women workers as appropriate.

Wages and benefits

- Wages for standard hours must not be less than the national legal minimum, or as provided in a relevant collective agreement.
- Benefits must not be less than the national legal minimum, or as provided in a relevant collective agreement.
- Wages must be paid in full, promptly and at regular agreed intervals.
- Any deductions from wages must be in conformity with national law or relevant collective agreement and clearly communicated to workers and should be fair and reasonable in the context of the total wage. Deductions from wages for disciplinary measures shall not be permitted.
- Workers must receive written and understandable information about their wages before they enter employment and also payslips which clearly show how wages are calculated and all deductions from wages, each time they are paid.
- Suppliers/licensees should ensure that wages are sufficient to meet basic needs and provide some discretionary income, especially where workers receive only the statutory minimum wage,

Working hours

- Working hours must comply with national laws. Workers should not, on a regular basis, be required to work in excess of 48 hours per week
- Workers should be allowed one day off in every 7 day period.
- All overtime should be voluntary.
- Overtime should be paid at a rate of at least 125%.
- Overtime must not exceed the limits set by local law and in any case should not exceed an average of 12 hours per week. Annualised hours limits can be used where allowed by law.

Freedom of association and collective bargaining

- There should be a clear, recognised process through which workers can express their opinions and concerns to management and negotiate solutions.
- Workers should be free to join or form trade unions of their own choosing and to bargain collectively.
- Workers representatives should not be discriminated against and should have access to workplaces in order to carry out their representative functions.
- Where the right to freedom of association and collective bargaining is restricted by law, the employer should so far as possible facilitate appropriate means of dialogue and consultation with worker representatives regarding conditions of employment and workplace issues.

Forced labour

- No forced, bonded or involuntary prison labour should be used.
- Employees should not retain workers' original identity papers or hold deposits from workers.
- Workers should be free to leave their employment after giving reasonable notice.
- Workers should have a copy of a written contract of employment, which sets out the terms and conditions of their employment.

Child labour/ young workers

- The minimum age of workers should be 15 years old or the minimum age set by the national laws of the country where they carry out their work, whichever is higher.
- If a worker is found below this minimum age, WWF will work with the supplier to establish a solution which puts the interests of the child first and the supplier involved will be expected to provide remedy for the children concerned, where appropriate.
- Young workers (under the age of 18 years old) should not work in hazardous conditions.
- Hours of work for young workers must be in accordance with national law.

No discrimination

- There should be no discrimination in hiring, employment conditions or termination based on race, colour, caste, national origin, gender, religion, marital status, disability, sexual orientation, union membership, political affiliation, age or other distinguishing characteristic.
- Employers must provide pregnant women with their full legal entitlement of maternity leave and benefits.

No harsh treatment

- Workers must never be subject to harassment, intimidation, abuse, the threat of abuse, degrading treatment or physical or psychological punishment.

Employment relations

- Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of alternative temporary contracting arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment.

Management of the Code of Conduct

Suppliers or licensees of WWF must co-operate in the implementation of this Code. They must provide WWF with relevant information when requested, permit inspection of their workplaces and maintain suitable records to demonstrate good working conditions as set out above. They must refrain from disciplinary action, dismissal or other discrimination against any workers for providing information concerning observance of this Code.

If a supplier does not meet the standards set out in this Code, WWF will endeavour to work with the supplier/licensee to establish an appropriate course of action and timeframe for improvement. However, WWF maintains the right to terminate a supplier/licensee relationship if it considers the non-compliance to be extreme or if it considers the supplier/licensee is not willing to work with WWF to make improvements within the agreed timeframe.

Notes

ⁱ International Standards

The WWF Code of Conduct reflects the standards set out in ILO Conventions, including the following:

- ILO Core Conventions 29 and 105 (Forced and Bonded Labour)
- ILO Core Conventions 100 and 111 (Discrimination in employment and occupation)
- ILO Core Conventions 87, 98 and 135 (Freedom of Association, Right to Organise and Collective Bargaining and Workers' Representatives Convention)
- ILO Core Conventions 138 (Minimum Age) and 182 (Worst Forms of Child Labour)
- ILO Convention 155 (Occupational Safety & Health)

ⁱ The terms 'contractor', 'subcontractor', 'supplier' mean any natural or legal person who contracts with WWF or a WWF licensee and is engaged in a manufacturing process which result in a finished product for the consumer. A licensee means any natural or legal person who contracts with WWF to produce or distribute finished products using the name or brand image of WWF.



Purpose

WWF International has a principle of zero tolerance to fraud and corruption. As an organization that condemns and fights fraud and corruption as one of the key drivers of poverty, environmental degradation and bad governance, it requires its own staff and all contracted parties to respect this principle at all times by fully conforming to all contractual terms, procedures and/or policies adopted to prevent fraud and corruption.

WWF is committed to handle promptly and firmly all allegations of fraudulent or corrupt activities, including investigating thoroughly where necessary, irrespective of whether these activities are attributed to WWF staff or to the contracted party. In certain cases, the actions of the contracted parties may cause WWF, its directors, officers and employees to be liable for these actions. Additionally, these allegations may lead to sanctions (including disciplinary actions up to and including summary dismissal, dismissal of officers, and termination of contract), and legal actions (including civil actions and criminal prosecution).

This Policy is intended to explain the standards of conduct that WWF expects from its contracted parties with respect to the prevention of fraud and corruption, and conflicts of interest, and to give guidance to its contracted parties on how to report any conduct that is prohibited under this Policy.

Scope

This Fraud & Corruption Prevention and Investigation Policy ("Policy") applies to all contracted parties (including their officers, employees, advisors, agents and consultants) who enter into an agreement with WWF-International or any of the WWF offices, and who shall comply with the provisions of this Policy at all times.

In this Policy: "Contracted party" means any third party with whom WWF enters into an agreement, and includes (without limitation) grantees, implementing agencies, third party service providers (such as relocation agencies, customs brokers, etc.), consultants, agents, intermediaries, representatives, officials, contractors, suppliers, consultants, brokers, distributors, vendors, partners, lobbyists and activists, and other third parties contracted by, acting for, or providing services to WWF. "WWF-International" means WWF – World Wide Fund for Nature (formerly World Wildlife Fund), a Swiss foundation. "WWF offices" mean the field offices of WWF (e.g. Programme Offices and other offices reporting into WWF or the Programme Offices). "WWF" means WWF-International and WWF offices collectively.

Conduct Prohibited by this Policy

Fraud i.e. the act of deceit against the organisation in order to obtain a personal or collective advantage, avoid an obligation or cause a loss.

Corruption i.e. the act of dishonestly obtaining an advantage from a third party by abusing an entrusted power for private gain.

Bribery i.e. the offering, promising, giving, authorizing or accepting of any undue pecuniary or other advantage to, by or for a public officer or for anyone else in order to obtain or retain a business or other improper advantage.

Fraud and corruption are not restricted to monetary or material benefit, but could also include intangible benefits.

Examples of fraud and corruption:

- bribery, deception, forgery, extortion, theft, conspiracy, embezzlement, misappropriation, false representation, concealment of material facts, and collusion.
- theft or misuse of assets, proprietary data or intellectual property;
- deception (e.g. misrepresentation of qualifications to obtain employment);
- knowingly misrepresenting the costs, or financial status (e.g., through false financial statements) of an office, a project, an activity, etc., e.g., through falsified documents;

- providing favours or money to judges or other public officials to pursue personal or WWF goals;
- providing contracts to third parties for the provider's personal benefit;
- fraudulent expense reports;
- misstatements of any accounts to any manager or to WWF's auditors;
- paying a kickback (where the bribe is paid out of the contract proceeds themselves);
- conflict of interest that results in financial harm to WWF.

Gifts

All contracted parties should not accept or offer gifts, hospitality or benefits of any kind that might be seen to compromise their integrity or to be benefiting the person offering the service or the recipient personally and/or at the cost of WWF's reputation. However, small gifts with no material value may be received or offered in appropriate situations provided there is no appearance of corruption, fraud or conflict of interest.

Conflict of Interest

All contracted parties shall not have any unauthorised conflict of interest with WWF or in the context of their performance of their agreement with WWF. Conflicts of interest can arise if a contracted party (including immediate family) has a close professional, financial, personal or other interest with a WWF employee or officer, or which is competing with the best interest of WWF. Should any such conflict arise, all contracted parties shall immediately disclose it in writing to the relevant WWF party. Failure to do so will constitute a breach of their agreement(s) with WWF and will entitle WWF to terminate their agreement with immediate effect, without prejudice to and in addition to any remedies or other rights provided by law and/or statute and/or under any other provision of their agreement for the benefit of WWF.

Contracted parties' responsibilities

When working with or on behalf of WWF, contracted parties must have, and be seen to have, high standards of integrity.

Each contracted party has a duty to ensure that the funds provided/granted by WWF are safeguarded and used for the purposes intended by WWF, and to report immediately if they suspect any fraud has been committed or they see any suspicious acts or events (see investigation section below). Contracted parties should assist in any related investigation by making available all relevant information and by co-operating with investigators (e.g., interviews, provision of documentation, etc)

Contracted parties shall ensure that appropriate measures are in place within their organization to effectively prevent, deter, detect and communicate potential fraud, corruption and conflict of interest.

In particular, under no circumstances should any payments or anything of value be made, promised or offered to any government employee in violation of this Policy and in contravention of applicable laws in the relevant country. Furthermore, no assistance, payments or anything of value (monetary or non-monetary) should be made, promised, offered to, or accepted from any government employee or official to:

- influence any official government act or decision;
- induce any government employee or official to do or omit to do any act in violation of his/her lawful duty;
- obtain or retain business for, or direct business to any individual or entity.

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