

Dated

2011

**WSPA Netherlands
and
WSPA International**

Collaboration Agreement

**Bates Wells & Braithwaite
2-6 Cannon Street
London
EC4M 6YH
Ref: 019784/0007**

Collaboration Agreement

Dated: _____ 2011

Between:

- (1) **World Society for the Protection of Animals Netherlands**, Louis Couperusplein 2, 2514 HP Den Haag, The Netherlands ("**WSPA Netherlands**"); and
- (2) **World Society for the Protection of Animals International**, a company limited by guarantee and a registered charity (charity number: 1081849) whose registered office is at 222 Grays Inn Road, London, WC1X 8HB ("**WSPA International**").

Background

- (1) WSPA is a global family of animal welfare organisations unified in pursuit of its Vision.
- (2) WSPA's Vision is of a world where animal welfare matters and animal cruelty has ended.
- (3) This Agreement is entered into by both Parties to reflect the collaborative nature of the relationship between the Parties and all the organisations in WSPA, and the ongoing development of WSPA as an efficient, effective and integrated global organisation best able to achieve its Vision.
- (4) This Agreement reflects the 'one WSPA' approach, through which all organisations in WSPA work together, balancing their requirements through a collaborative approach to the development of WSPA's Global Strategy and Policies, and a consistency of brand, message and delivery in respect of its objectives.
- (5) Collaboration across WSPA is achieved in a number of ways.
 - WSPA's Global Strategy is developed by staff from across WSPA, working together to ensure the strategy reflects the global nature of WSPA's expertise and Vision;
 - Trustees of organisations in WSPA and other key stakeholders from within and outside WSPA attend regional and international conferences in order to inform and contribute to the ongoing development of WSPA's Global Strategy;
 - Boards of organisations in WSPA are systematically and actively engaged with the delivery of WSPA's Global Strategy through their national and regional directors;
 - Staff from across the organisations in WSPA are actively involved in the development of WSPA's Policies to make sure the Policies are relevant at an international and national level; and

- Members of staff from across the organisations in WSPA work together in global campaign teams to deliver WSPA's Global Strategy.

This Agreement also aims to contribute to and strengthen the collaborative working culture of WSPA.

- (6) This Agreement sets out various elements of the collaboration between WSPA International and WSPA Netherlands with the aim of further improving effective communication across WSPA. The Agreement also sets out the arrangement WSPA International has with WSPA Netherlands, relating to use of the Marks (defined in Schedules 2 and 3) by WSPA Netherlands.
- (7) An Agreement in substantially the same form will be signed by all organisations in WSPA.

It is hereby agreed as follows:

1. Definitions

- 1.1 Key words and phrases used in this Agreement are defined in Schedule 4.

2. Duration of the Agreement

- 2.1 This Agreement including its Schedules will have effect for the Term, in accordance with the following provisions.

International Working Structure to achieve the Vision

3. 'One WSPA' Approach

- 3.1 It is acknowledged by the Parties that this Agreement has been entered into with a view to ensuring the effectiveness of WSPA as a global organisation.
- 3.2 Both Parties commit to working in good faith in pursuit of WSPA's Vision, delivery of WSPA's Global Strategy, and at all times maintaining WSPA's Policies.
- 3.3 In order to ensure a cohesive approach to the development and delivery of WSPA's Global Strategy, the Country Manager/Director will work closely with the Regional Director and colleagues from across the global organisation and will take guidance from WSPA International on the performance of his/her duties, but only to the extent that such guidance does not contradict:
 - 3.3.1 the constitutional requirements of WSPA Netherlands; and/or
 - 3.3.2 the express wishes of the board of WSPA Netherlands, providing that such wishes are consistent with the spirit and content of this Agreement.

WSPA International and WSPA Netherlands' Obligations

4. WSPA Global Strategy

- 4.1 WSPA Netherlands will work in good faith with WSPA International to ensure that its Programmes are designed to reflect and achieve WSPA's Global Strategy,



which may provide the opportunity for the transfer of key individuals from region to region.

5. Policies and Governance Standards

- 5.1 WSPA International and WSPA Netherlands commit to abide by the Policies and the Governance Standards, as updated from time to time, at all times.

6. Reporting Requirements

- 6.1 WSPA International will provide information about WSPA's progress against the delivery of key objectives in the Global Strategy in such forms and at such times as are reasonably required by WSPA Netherlands.
- 6.2 WSPA Netherlands will use the relevant Reporting Process when reporting on Programme resource, communication and fundraising, progress and delivery, and report to WSPA International within the time-frames given in the Reporting Process or as otherwise agreed between the Parties.
- 6.3 The Parties undertake and agree that they will not, without prior consent of the other, use or disclose information concerning the other's businesses, activities, practices, finances, strategic plans, ideas, designs and/or innovations howsoever obtained and in whatsoever form the information shall take, to any third party unless:
- 6.3.1 such disclosure is required by law; or
 - 6.3.2 such disclosure takes place in the course of carrying out their obligations under this, and/or in accordance with this, Agreement; or
 - 6.3.3 such information is otherwise lawfully available to the third party to whom it was disclosed.

Engagement of the Country Manager/Director

7. Appointment of Country Manager/Director

- 7.1 WSPA Netherlands shall agree the recruitment process for any new Country Manager/Director in advance with WSPA International and shall ensure that a recruitment panel, comprised of no more than four members and which shall include the Regional Director and at least one representative of WSPA International, is formed to oversee the process and provide its recommendation to the board of WSPA Netherlands. At all times the appointment of the Country Manager/Director shall be undertaken in accordance with the constitutional requirements of WSPA Netherlands and the final appointment shall be made by the board of WSPA Netherlands.
- 7.2 Where WSPA International has questions and/or concerns regarding the appointment process or proposed appointment of the Country Manager/Director and considers it reasonable and in the best interests of WSPA to do so, it may question the steps to be taken or the proposed decision, following the procedure outlined below:
- 7.2.1 WSPA International may raise questions and/or concerns with the board of WSPA Netherlands, and the board of WSPA Netherlands shall give



consideration to the questions and/or concerns and respond to these where it feels reasonably able to do so, and shall give consideration to the proposed appointment in light of the questions/concerns;

- 7.2.2 If the board of WSPA Netherlands decides to continue as planned with the proposed appointment, it will inform WSPA International, providing reasons for this decision;
- 7.2.3 If WSPA International has continuing questions/concerns, it may raise these with the Chair/President of the board of WSPA Netherlands, who shall give consideration to the questions and/or concerns and respond to these where he/she feels reasonably able to do so, and give consideration to the proposed appointment in light of the questions/concerns; and
- 7.2.4 If the board of WSPA Netherlands decides to proceed as planned with the proposed appointment, it shall inform WSPA International, providing reasons in writing for the decision.

8. Performance Management

- 8.1 Where WSPA International has concerns and/or questions about the ongoing performance of the Country Manager/Director, and in particular with reference to his/her ability to fulfil his/her responsibilities effectively:
 - 8.1.1 WSPA International may raise those concerns with the Country Manager/Director in the hope that a solution can be found, ensuring that the Regional Director is actively involved in any appraisal of the Country Manager/Director's performance as part of this process; and
 - 8.1.2 Where a solution cannot be found, WSPA International may raise its questions and/or concerns in respect of the performance of the Country Manager/Director with the board of WSPA Netherlands, with a view to steps being adopted by WSPA Netherlands to improve the performance of the Country Manager/Director.
- 8.2 If a concern is raised in accordance with clause 8.1 and WSPA International considers that it is not resolved within 6 weeks or such other reasonable timeframe as the Parties agree, WSPA International may raise its concerns with the board of WSPA Netherlands directly, again with a view to steps being taken by WSPA Netherlands to improve the performance of the Country Manager/Director.

9. Concerns about Country Manager/Director Role

- 9.1 Where WSPA International has questions and/or concerns about the ability of the Country Manager/Director to carry out his/her role and considers it necessary and reasonable to raise a question/concern, it may do so in the following way:
 - 9.1.1 WSPA International may approach the board of WSPA Netherlands, setting out any questions and/or concerns in writing;
 - 9.1.2 The board of WSPA Netherlands shall give due consideration to the concerns/questions raised and shall respond to these where it feels reasonably able to do so, and shall provide information to WSPA



International in writing of any actions taken as a result within a reasonable timeframe agreed between the Parties;

- 9.1.3 If WSPA International continues to have questions/concerns, it may raise these in writing with the Chair/President of the board of WSPA Netherlands; and
- 9.1.4 The Chair/President of the board of WSPA Netherlands will give due consideration to the questions/concerns raised and shall discuss the questions/concerns with the board and provide information to WSPA International in writing of any actions taken as a result within a reasonable timeframe agreed between the Parties.

Using the Database Effectively

10. Database Provisions

- 10.1 WSPA Netherlands shall at all times maintain an up to date Database. In capturing all personal data in the Database it shall take all necessary steps, to the extent that it is permitted under local laws, to enable it to share the Database with WSPA International so that WSPA International may use the Database to further or promote the charitable activities and objects of WSPA International. Such use of the Databases by WSPA International shall include the sub-licensing of the Databases by WSPA International to third parties and/or WSPA's trading subsidiary, subject to such uses of the Databases being consistent with WSPA International's status as a registered charity.
- 10.2 Subject to clause 10.4, WSPA Netherlands shall, annually on the anniversary of the signing of this Agreement or otherwise when requested by WSPA International in writing, send WSPA International by email an updated version of the Database, subject to this sharing of the Database being permitted under local laws.
- 10.3 At the point of Termination of this Agreement, WSPA Netherlands shall, to the extent it is permitted to do so under local laws:
 - 10.3.1 send WSPA International, by email, the most recent version of the Database, subject to clause 10.4;
 - 10.3.2 destroy, and ensure the destruction of any and all copies of the Database that it may hold or control and confirm in writing that it has done so; and
 - 10.3.3 not seek to enforce any right to use or access the Database.
- 10.4 Subject to the obligation under clause 10.1 of WSPA Netherlands to take all necessary steps to enable the sharing of the Database with WSPA International (to the extent it is permitted under local laws), where parts of the Database cannot be shared with WSPA International under local laws, there shall be no obligation on WSPA Netherlands to share such parts of the Database with WSPA International, providing that the remaining parts of the Database are shared with WSPA International in accordance with this Agreement.

Resolving Disputes



11. Dispute Resolution

- 11.1 If a dispute (a "Dispute") arises out of or in connection with any provisions of the Agreement, the parties will use their reasonable endeavours to resolve the Dispute in an amicable, consultative and co-operative manner.
- 11.2 As part of the Parties' efforts to resolve a Dispute in accordance with this clause 11, the Parties may (but are not obliged to) by joint decision appoint an independent third party to assist with the resolution of the Dispute or to act as a mediator in respect of the Dispute, on such terms as the Parties shall agree in writing.

Termination of this Agreement

12. Termination

- 12.1 Either Party may terminate this Agreement on six months' notice in writing to the other Party.
- 12.2 This Agreement shall terminate:
- 12.2.1 on termination of the Licence;
 - 12.2.2 if any Dispute occurring under the terms of this Agreement is not resolved in accordance with Clause 11 and one or both of the Parties decide to terminate the Agreement by notice in writing to the other Party; or
 - 12.2.3 if one or both of the Parties decide to terminate the Agreement in accordance with the process in clause 17.3.
- 12.3 On termination of this Agreement, all provisions of the Agreement which, in order to give effect to their necessary intent and meaning are capable of surviving the Term shall remain in full force and effect after termination, which are: clauses 10.3, 13.1, 13.2, 14 and 18.2 of the Agreement, and clauses 3.1.5, 4.1, 4.2, 4.4, 4.5, 4.7, 4.8 and 6 of the Licence.

Miscellaneous

13. Mutual Indemnity and Insurance

- 13.1 Subject to clause 14.1, WSPA International undertakes to indemnify and keep indemnified WSPA Netherlands from and against all actions, proceedings, claims, demands, costs, awards and damages arising directly or indirectly as a result of or which would not have arisen but for anything done or omitted to be done by WSPA International (or by any person acting under any authority, sub-licence or permission of WSPA International) in connection with its breach or non performance of any undertaking or obligation contained in the Agreement.
- 13.2 Subject to clause 14.1, WSPA Netherlands undertakes to indemnify and keep indemnified WSPA International from and against all actions, proceedings, claims, demands, costs, awards and damages arising directly or indirectly as a result of or which would not have arisen but for anything done or omitted to be done by WSPA Netherlands (or by any person acting under any authority, sub-licence or permission of WSPA Netherlands) in connection with its breach or non performance of any undertaking or obligation contained in the Agreement.



13.3 WSPA International shall maintain reasonable insurance in respect of all appropriate potential liabilities and on request provide to WSPA Netherlands copies of each relevant insurance policy and satisfactory evidence of the up to date payment of the applicable premiums.

13.4 WSPA Netherlands shall maintain reasonable insurance in respect of all appropriate potential liabilities and on request provide to WSPA International copies of each relevant insurance policy and satisfactory evidence of the up to date payment of the applicable premiums.

14. Force Majeure

14.1 Neither WSPA International nor WSPA Netherlands shall be responsible for any breach of any of the terms of the Agreement which is caused by an event beyond its reasonable control.

15. Notices

15.1 All notices required under this Agreement shall be in writing and shall be sent by email to the email addresses given below or another email address notified in writing by the recipient Party to the sending Party:

WSPA Netherlands email address: rtombrock@wspa.nl

WSPA International email address: StephenCorri@wspa-international.org

The effective date of receipt of any notice sent under this Agreement shall be the date on which the email was sent unless the sending Party has received an out of office, failure of delivery response or a notice unambiguously indicating that the email was not received, in which case **notice is not validly given and the sending Party should contact the recipient Party to agree an alternative email address.**

16. Variation and Review

16.1 This Agreement may not be varied without the written consent of both Parties.

16.2 The Parties shall evaluate and review this Agreement on the expiry of three years after the Commencement Date and on the expiry of each three year period thereafter, giving consideration to whether the Agreement should be updated or amended and/or whether a new agreement should be entered into.

17. Governing Law, Language and Jurisdiction

17.1 This Agreement shall be governed by the laws of England and Wales.

17.2 This Agreement is executed in the English language. If it is translated into another language and any discrepancy in meaning or interpretation results from the translation, the English language meaning or interpretation shall be the correct meaning/interpretation.

17.3 If WSPA Netherlands considers that complying with any of its obligations under this Agreement shall cause it or is likely to cause it to breach any laws or regulations:



17.3.1 it shall promptly inform WSPA International giving details of the breach of laws and/or regulations; and

17.3.2 it shall be under no obligation to comply with the obligation(s); and

17.3.3 WSPA International shall promptly notify WSPA Netherlands whether it consents to the breach of the Agreement, such consent not to be unreasonably withheld or delayed.

In the event that WSPA International is not able to consent to the breach of the Agreement and has notified WSPA Netherlands of this, either party may terminate the Agreement on written notice with immediate effect.

17.4 The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

18. General provisions

18.1 This Agreement does not and is not intended to confer any rights on any third party.

18.2 The failure or delay of either WSPA International or WSPA Netherlands at any time to require performance of any provision of this Agreement shall not affect the right of that Party to enforce the provision.

18.3 This Agreement may be signed by the Parties on different copies ("counterparts"). This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

18.4 Except where otherwise agreed between the Parties in writing, this Agreement constitutes the entire Agreement between the Parties relating to its subject matter, and supersedes all previous agreements and understandings between them, whether written or oral, relating to its subject matter.

IN WITNESS WHEREOF: the parties have signed this Agreement in two identical copies on the date of: December 8th, 2011



WSPA International
By: Mike Baker
Its: Chief Executive



WSPA Netherlands
By: Rued Tombooch
Its: Chief Executive

**Schedule 1
Particulars of Agreement**

Commencement Date: 1 January 2012

Country Manager/Director: Ruud Tombrock



Schedule 2
Trade Marks Licence to WSPA Netherlands

1. Licensed Rights

- 1.1 WSPA International licenses WSPA Netherlands as licensee in the Territory to use the Marks for the Term in accordance with its obligations under this Agreement.
- 1.2 WSPA International warrants that as far as it is aware at the Commencement Date:
 - 1.2.1 It has the right to grant this Licence to WSPA Netherlands; and
 - 1.2.2 The use of the Marks by WSPA Netherlands in accordance with this Agreement in the country of WSPA Netherlands' registered office does not infringe any third party rights.

2. Sub-licensing

- 2.1 WSPA International agrees that WSPA Netherlands may sub-license those of the Marks as the parties may from time to time agree, provided WSPA International and WSPA Netherlands have agreed in writing the conditions upon which any such sub-licence is granted.

3. Obligations of WSPA Netherlands

- 3.1 WSPA Netherlands shall:
 - 3.1.1 On WSPA International's request, transfer to WSPA International any trade mark registrations or applications for Marks consisting of or containing elements of the Marks;
 - 3.1.2 Where possible under local laws/regulations, register this Licence with the relevant authority;
 - 3.1.3 At all times use one or more of the Marks as its Main Identity and in accordance with any Brand Guidelines;
 - 3.1.4 Use the Marks solely in a manner which is consistent with the Vision, Policies and Governance Standards and is not misleading in any way;
 - 3.1.5 Provide to WSPA International any information relating to WSPA Netherlands' use of the Marks which WSPA International may reasonably request, and assist WSPA International, at WSPA International's cost, in maintaining and securing WSPA International's continued rights in the Marks; and
 - 3.1.6 At WSPA International's reasonable request, send to WSPA International samples of goods produced by WSPA Netherlands bearing the Marks and distributed in the Territory.
- 3.2 WSPA Netherlands shall not and shall not permit any other person to do any of the following:
 - 3.2.1 Exploit or make any use of the Marks other than as authorised under the Licence;



- 3.2.2 Do anything likely to damage the Marks, the Goodwill, or WSPA International's and/or WSPA's name or reputation;
- 3.2.3 Do or omit to do anything which would or may jeopardise or invalidate any registration of the Marks or which may assist or give rise to an application to remove the Marks from any trade marks register or which might prejudice the right or title of WSPA International to the Marks;
- 3.2.4 Make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Marks except under the terms of the Licence.

4. Protection of Marks

- 4.1 WSPA Netherlands acknowledges that WSPA International is the owner of the Marks. It acknowledges that it (and any of its sub-licensees) has or shall acquire no rights relating to the Marks except as expressly provided under this Licence. Any goodwill in the Marks or any other right in them acquired through WSPA Netherlands' use of them shall belong to and accrue to the benefit of WSPA International.
- 4.2 Notwithstanding Clause 4.1, should any competent authority deem WSPA Netherlands in law to be the owner in any sense of any or all of the Marks, or any trade mark similar to any of the Marks, then WSPA Netherlands shall on the request of WSPA International assign to WSPA International all rights in the relevant trade marks.
- 4.3 If requested to do so by WSPA International, WSPA Netherlands shall agree to include a notice of WSPA International's rights in the Marks in any materials in any medium distributed by WSPA Netherlands, in such form as shall be reasonably required by WSPA International.
- 4.4 WSPA Netherlands agrees to not claim any right, title or interest in the Marks based upon any use of or right in the Marks prior to the execution of this Licence.
- 4.5 WSPA Netherlands shall not, without WSPA International's consent, induce or permit any other person to register, to apply to register, or to otherwise claim rights in any of the Marks or any trade mark similar to any of the Marks, in the Territory or elsewhere.
- 4.6 If WSPA Netherlands becomes aware of any unauthorised use or infringement of any of the Marks or of any claims or actions in connection with any of the Marks, it shall promptly notify WSPA International with full details of any such unauthorised use or infringement and shall make no comment or admission to any third party in respect of such circumstances.
- 4.7 WSPA International may, in its sole discretion, bring or defend an action but shall not be obliged to bring or defend any proceedings in relation to the Marks. If requested by WSPA International, WSPA Netherlands shall join in bringing or defending such action and WSPA International shall indemnify WSPA Netherlands in respect of all costs, claims, loss or liability whatsoever suffered by WSPA Netherlands (including legal costs and disbursements) as a result of or in connection with that action. If WSPA International does not bring or defend an action when there is alleged or threatened infringement or unauthorised use of the Marks and confirms in writing to WSPA Netherlands that it has no intention to bring such an action, WSPA Netherlands shall be entitled to do so, provided WSPA



Netherlands indemnifies WSPA International in respect of all costs, claims, loss or liability whatsoever suffered by WSPA International (including legal costs and disbursements) as a result of or in connection with that action.

- 4.8 Where either Party is involved in any claim or proceeding brought or threatened in relation to the Marks, the other Party will at the request of the Party involved in the action give full co-operation to that Party (including the provision of documentation and making relevant people available) provided that the Party involved in the action shall meet all reasonable expenses incurred by the other Party or third parties which may so assist them.

5. Termination of Licence

- 5.1 WSPA International may terminate the Licence immediately by giving notice to WSPA Netherlands if WSPA Netherlands:

- 5.1.1 repeatedly breaches any of the terms of this Agreement, or breaches any material term of this Agreement and, where the breach is remediable, WSPA International has given WSPA Netherlands 14 days' written notice requiring it to remedy the breach and WSPA Netherlands has failed to do so in the 14 day period;
- 5.1.2 becomes insolvent, is adjudicated bankrupt, or compounds with, or makes any arrangement with, or makes a general assignment for the benefit of, its creditors;
- 5.1.3 compulsorily or voluntarily enters into liquidation, except for the purposes of a bona fide reconstruction or amalgamation, and with the prior written approval of WSPA International;
- 5.1.4 has an administrator, receiver or manager appointed over the whole, or a substantial part, of its undertakings or assets; and/or
- 5.1.5 ceases or threatens to cease to carry on its business.

- 5.2 If the Agreement is terminated, the Licence shall terminate immediately, subject to clause 12.3 of the Agreement.

6. Effect of Termination of the Licence

- 6.1 On termination of the Licence, the Agreement shall terminate immediately, subject to clause 12.3 of the Agreement.

- 6.2 On termination of the Licence in accordance with Clause 5:

- 6.2.1 WSPA Netherlands shall cease to and desist from using the Marks, and any trade marks or names similar to any of the Marks;
- 6.2.2 WSPA Netherlands shall not do or omit to do anything which might cause any person to believe that WSPA Netherlands is still licensed to use the Marks or is in any way connected with WSPA International (including use of a legal and/or trading name which consists of or contains the Marks or any element or elements similar to them) and shall take all reasonable actions to ensure that no records show WSPA Netherlands as being licensed to use the Marks;

6.2.3 Except insofar as WSPA International notifies WSPA Netherlands that WSPA International will enter into a licence with WSPA Netherlands' existing sub-licensees, WSPA Netherlands shall procure that its sub-licensees will cease to use all Marks immediately upon termination of this Licence; and

6.2.4 WSPA Netherlands shall, at WSPA International's request, promptly provide all necessary assistance to procure the termination of any record of rights granted under the Licence.

6.3 On termination by WSPA International of the Licence for whatever reason, the board of WSPA International shall consider whether to make any payment or grant of funding to WSPA Netherlands, subject to the board of WSPA International acting in the best interests of WSPA International at all times.



7. Termination of Previous Licences to WSPA Netherlands

7.1 WSPA International and WSPA Netherlands agree that the Licence replaces any previous licence granted to WSPA Netherlands and relating to WSPA Netherlands' right to use any or all of the Marks.




**Schedule 3
Marks**

Part 1 – Registered trade marks

| | Text or Image of Mark | Territory and Number | Date of Registration | Class or classes |
|----|---|--|----------------------|------------------|
| 1. |  | International Registration designating the EU 1014717 | 12 August 2009 | 16, 41, 44 |
| 2. |  | Community Trade Mark 00934380 | 10 January 2000 | 16, 25, 36 |
| 3. | WSPA | Benelux 835670 | 24 December 2007 | 36 |

Part 2 – Trade mark applications

| | Text or Image of Mark | Territory and Number | Date of Registration | Class or classes |
|----|---|---|----------------------|------------------|
| 1. |  | International Registration designating the EU *Number not yet allocated* | 16 November 2011 | 36 |

Part 3 – Non-registered trade marks

1. WSPA
2. World Society for the Protection of Animals



Schedule 4 Definitions

- “Agreement”** – This Agreement, including all of its Schedules;
- “Brand Guidelines”** – Any brand guidelines about use of the Mark(s) sent or given by WSPA International to WSPA Netherlands from time to time and at the date of this Agreement accessible at: <http://wspa-sharepoint/sites/Governance/default.aspx> ;
- “Chair/ President”** – The member of the board of WSPA Netherlands who chairs or presides over the board of WSPA Netherlands, as varied from time to time;
- “Commencement Date”** – The date as set out in Schedule 1;
- “Database”** – A database of all contact details of individuals or organisations that WSPA Netherlands has, which are used or could be used for fundraising and/or campaign purposes by WSPA Netherlands and/or WSPA International;
- “Dispute”** – Has the meaning given to it in Clause 11.1;
- “Goodwill”** – The goodwill attaching or accruing to the Marks;
- “Governance Standards”** – The standards of governance agreed by the board of WSPA International from time to time and as at the date of this Agreement accessible at: <http://wspa-sharepoint/sites/Governance/default.aspx>
- “Country Manager/ Director”** – The individual who is in the senior management position at WSPA Netherlands, as set out in Schedule 1 and as varied from time to time;
- “Licence”** – The licence of the Marks to WSPA Netherlands by WSPA International in accordance with Schedule 2 and the other relevant terms of this Agreement;
- “Main Identity”** – The main public identity of WSPA Netherlands as expressed in its name, branding and publicity;
- “Marks”** – The Marks listed in Schedule 3 along with the Name and any further Marks notified to WSPA Netherlands by WSPA International in writing as being subject to the terms of the Licence;
- “Materials”** – Any publications and materials including but not limited to fundraising literature, reports, research, advocacy materials and mailings;
- “Name”** – WSPA and/or the World Society for the Protection of



- Animals;
- “Party”** – WSPA International or WSPA Netherlands as determined by the context;
- “Policies”** – WSPA’s key policies, as at the date of this Agreement accessible at: <http://wspa-sharepoint/sites/Governance/default.aspx> and as varied from time to time;
- “Programme”** – A programme of work, conducted in pursuit of the Vision and in line with the Policies;
- “Reporting Process”** – Process for reporting on project delivery and outcomes, provided by WSPA International whether online or in hard copy, as updated from time to time and at the date of this Agreement accessible at: <http://wspa-sharepoint/sites/Governance/default.aspx> ;
- “Schedules”** – The Schedules to this Agreement;
- “Territory”** – The country or countries in which WSPA Netherlands is registered in and works;
- “Term”** – The period from the Commencement Date until termination of the Licence in accordance with this Agreement;
- “Termination”** – Termination of this Agreement, in accordance with Clause 12;
- “Vision”** – WSPA’s Vision, of a world where animal welfare matters and animal cruelty has ended;
- “WSPA”** – The global organisation of WSPA, being WSPA International and all WSPA national organisations (other than WSPA International) that are licensed to use the Marks under the terms of this Agreement; and
- “WSPA’s Global Strategy”** – WSPA’s global strategy, as at the date of this Agreement accessible at: <http://wspa-sharepoint/sites/Governance/default.aspx> and as varied from time to time.

In this Agreement:

- (a) Section headings and the Background are for reference and information only and shall not affect interpretation; and
- (b) Each party's obligations apply equally to their employees, agents and Associate Members.

