

The Courtauld Commitment 2025 Signatory Contribution Terms

The Courtauld Commitment 2025 ("Courtauld 2025") is an ambitious voluntary agreement co-ordinated by The Waste and Resources Action Programme (WRAP) that brings together organisations across the food system – from producer to consumer – to make food and drink production and consumption more sustainable. At its heart is a commitment to identify priorities, develop solutions and implement changes at scale, both within signatory organisations and by spreading new best practice across the UK. The various benefits that are made available to Courtauld 2025 signatories ('Signatories') are set out at https://wrap.org.uk/c2025_benefits.

The terms below apply to Signatories of Courtauld 2025 and replace and supersede all previous Courtauld 2025 signatory contribution terms.

Signatories' annual contribution

- 1. The annual contributions are applicable for business Signatories only.
- 2. Signatory status is effective upon acceptance by WRAP of the completed and signed Courtauld 2025 signatory commitment form and the receipt of the full payment of annual contribution when first joining Courtauld 2025. All contribution payments are subject to VAT where applicable.
- 3. The annual contributions are set out at https://wrap.org.uk/c2025 contributions. Signatory contributions run on the financial year which starts from 1 April and ends on 31 March and contributions are payable to WRAP in advance which shall be no later than 31 March for the upcoming financial year.
- 4. WRAP reserves the right to revise annual contributions. Signatory will be notified in writing of such changes.
- 5. Signatories joining between 1 April and 31 May pay the full required annual contribution for that financial year, though a 10% monthly reduction will be applied for new Signatories joining from 1 June until the end of the financial year.

Renewal of annual contribution

6. Contribution commitment is continuous until revoked in writing by the Signatory before 31 January and acknowledged by WRAP. This revocation will stop the annual contribution invoice from being issued for the following financial year. However there will be no refunds of any contributions made. Upon revocation the Signatory will be removed from the benefits distribution and mailing lists, the Signatory's company name and logo will be removed from WRAP's Courtauld 2025 website, and the Signatory will cease use of the expression "Courtauld 2025", the Courtauld 2025 badge and the WRAP logo including on its website and on business correspondence with effect from the agreed date.



- 7. WRAP will issue a VAT invoice setting out the required annual contributions which are payable to WRAP by 31 March ("Due Date") for the upcoming financial year. In the event that a purchase order number ("PO") is required by the Signatory, such PO number shall be sent to WRAP by the Signatory in a timely manner in order for the required payment to be received by WRAP by Due Date. Any delay on or non-payment of the required contribution payments caused by the required PO number not being received by WRAP in time may result in the suspension of Member benefits as set out in paragraph 8.
- 8. Contribution payments not received more than one month after Due Date may result in signatory benefits being suspended until payment is received. Signatory may be removed from the benefits distribution and mailing lists, the Signatory's company name and logo may be removed from WRAP's Courtauld 2025 website and WRAP may require the Signatory to cease use of the expression "Courtauld 2025", the Courtauld 2025 badge and the WRAP logo if the required annual contribution is not received by WRAP by 30 June.

Project contributions

9. If a Signatory wishes to financially support an additional work or project then it may at any time make a contribution that is costed separately from the Signatory's required annual contribution. WRAP will issue the Signatory with a VAT invoice setting out its project contribution which shall be subject to terms 10 to 18 inclusive set out below.

Confidentiality

- 10. All information, including but not limited to emails, reports, materials, pictures, and data, which are provided by WRAP will be regarded as confidential information unless the information is or becomes generally available to the public or WRAP states otherwise.
- 11. Subject to paragraph 13, all confidential information supplied to WRAP, including commitment reporting data, will be held securely by WRAP and not disclosed to a third party without the express written permission of the supplying Signatory.
- 12. All confidential information (as described in paragraph 10) obtained by a Signatory in relation to Courtauld 2025, WRAP or another Signatory must be held in confidence and not disclosed to a third party without the express written permission of the party to whom the confidential information relates.
- 13. Any personal data supplied to WRAP will be held and processed in accordance with WRAP's Privacy Policy which is available on the WRAP website www.wrap.org.uk.

General

- 14. The contribution structure is determined by WRAP after consultation with the Steering Group and is non-negotiable.
- 15. Signatories expressly authorise WRAP to display their company name and approved logo on the Courtauld 2025 website. WRAP expressly authorises the signatory to



display the Courtauld 2025 badge on their website for as long as they remain a Courtauld 2025 signatory and subject to paragraphs 6, 7 and 8 above and to use other WRAP logos and trademarks in accordance with the terms and conditions and brand guidelines available on the WRAP Resource Library website at Love Food Hate Waste partners | WRAP

- 16. Signatories who publish reports or materials bearing Courtauld 2025 badge or any trade mark of WRAP may do so only in accordance with C2025 Communication Toolkit which is released and updated by WRAP from time to time and available at https://wrap.org.uk/c2025 toolkit.
- 17. Signatories participating in Courtauld 2025 projects acknowledge and agree to provide requested data on the timeline as determined by WRAP and WRAP has a responsibility to share good practice and therefore the signatories consent to WRAP publishing reports and case studies of the aggregated or generalised anonymised results based on the participation of Signatories which may include Signatories' name, logo and anonymised data. WRAP will make all reasonable efforts to clear case studies with originators before publication and will only use a Signatory's company name and approved logo in any Courtauld 2025 associated publications and case studies with the Signatory's prior agreement.
- 18. The intellectual property rights in all Courtauld 2025 materials and outputs created by WRAP (existing and future) shall be owned by WRAP.
- 19. Signatories agree that all activities of Courtauld 2025 shall be conducted in strict compliance with all applicable competition laws and trade regulations, and in accordance with Courtauld 2025: Principles for Participation which is made available to Signatories at https://wrap.org.uk/c2025 principles.
- 20. Signatories shall not be used as a channel to facilitate any anticompetitive actions or enable exchanges of any competitively sensitive information, such as, but not limited to, any information on price, customers, production data, competitive strategies or plans, or any other non-public, competitively sensitive information.
- 21. WRAP, at its sole discretion, reserves the right to remove any Signatories from Courtauld 2025, if some or all of the conditions set out in these Terms have not been complied with, including, but not limited to non-compliance of paragraphs 15, 16 and 17, and/or Signatories are not showing reasonable progress towards targets as measured through the annual indicators questionnaire.
- 22. These terms may be revised from time to time and any changes will be notified to signatories in writing and available at https://wrap.org.uk/c2025_terms.