

PROJECT PARTNERSHIP AND DATA SHARING AGREEMENT

among

BLUE MARINE FOUNDATION,

and

UNIVERSITÀ DEGLI STUDI DI PALERMO, DIPARTIMENTO DI SCIENZE DELLA TERRA E DEL MARE

This Agreement is made on this **DECEMBER 2021** between:

(1) **BLUE MARINE FOUNDATION**, a company limited by guarantee with company number 07176743 and a charitable body registered in England under registration number 1137209 and having its registered office at 3rd Floor South Building, Somerset House, London, WC2R1LA (the "BLUE"), and

(2) **UNIVERSITÀ DEGLI STUDI DI PALERMO**, Piazza Marina 61, I-90133, Palermo, **DIPARTIMENTO DI SCIENZE DELLA TERRA E DEL MARE**, Via Archirafi 22, I-90123 Palermo, Italy (the "UNIPA"),

BACKGROUND

A. The present proposal aims at implementing new regulations and management measures to limit the catch of endangered elasmobranchs and increase their chances of survival within the MPA border, particularly when these species congregate in critical habitats for mating or giving birth.

B. This Agreement sets out the terms and conditions under which the Parties will own, share, and use data arising from the Project and what funding will be paid and by whom.

C. This Agreement sets out the terms by which the Parties will communicate externally their collaboration and partnership with each other.

The Parties, intending to be legally bound, agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The following defined terms shall have the meanings given below:

"Agreement" This Agreement and its attachments.

“Applicable Data Protection Laws”	means, in respect of a party, any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument of that party’s member state which implements the UK- GDPR (as amended, consolidated, re-enacted or replaced from time to time).
“Background IP”	Intellectual Property Rights that are held by either Party at the beginning of the Project Period or created thereafter, except as a result of performance of the Project.
“Commencement Date”	The date on which work on the Project starts: 1 st March 2022
“Confidential Information”	Any information (other than Data) that, if disclosed, is likely to materially compromise or otherwise prejudice the interests of the other Party (commercial, reputational, or otherwise) and which is not, prior to such disclosure, in the public domain.
“Data”	Any information or data gathered or created as a part of the Project including for the avoidance of doubt: <ul style="list-style-type: none"> • Data from samples gathered through core sampling • Data from samples gathered through grab sampling But excluding the Background IP
“FOIA”	The Freedom of Information Act 2000, any subordinate legislation made under that Act from time to time, the Environmental Information Regulations 2004 No. 3391, and any guidance or codes of practice issued by the Information Commissioner.
“Force Majeure Event”	An occurrence or circumstances reasonably beyond the control of an affected Party.
“Intellectual Property Rights”	Patents and rights to inventions, trademarks and service marks, rights in semiconductor chip topographies, design rights (whether registerable or not), applications for any of the foregoing, copyrights, database rights, know-how, trade or business names and other similar rights or obligations whether registerable or not in any country.
“Law”	All applicable legislation, statutes, directives, regulations, judgments, decisions, decrees, orders, instruments, by-laws, and other legislative measures or decisions having the force of law, treaties, conventions, and other agreements between states, or between states and the European Union or other supranational bodies, rules of common law, customary law, and equity and all civil or other codes and all other laws of, or having effect in, any jurisdiction from time to time.
“Project”	The Project that is carried out during the term of this Agreement and with the contributory benefit of the funding provided pursuant to this Agreement.
“Project Equipment”	Any equipment purchased by any Party to support the Project for use by the other Parties including for the avoidance of doubt: <ul style="list-style-type: none"> • Coring, grab or boat supplies • Lab supplies

“Project Materials”	Materials produced by either Party to promote the Project including: reports, website, banners, posters, videos, social media, brochures, pamphlets, and press releases, including hypertext links to each party’s websites.
“Project Period”	The period from the Commencement date to completion of the output: listed in the Proposal.
“Project Proposal”	The description of the Project, attached as Appendix 1.
“Working Day”	A day (other than a Saturday, Sunday, or public holiday in England) on which the banks in London are generally open for business.

1.2 In this Agreement, references to the singular include the plural and vice versa; references to any one gender incorporate references to all genders; and references to persons include corporate bodies, unincorporated associations, partnerships, and individuals.

1.3 The headings of the articles and sections in this Agreement are for convenience only and have no legal effect.

1.4 References in this Agreement to any statute or statutory provision include reference to the same as amended, re-enacted, or replaced from time to time, whether before or after the start of the Project Period.

2. RESEARCH AND PUBLICATION

2.1 The relevant Parties shall commence performance of the Project on the above **Commencement Date**. If this Agreement is entered into after the commencement date of the Project Period, it will apply retrospectively to work carried out in relation to the Project on or after the commencement date of the Project Period.

2.2 Following the timelines described in Appendix 1, the relevant party shall produce any deliverables and outputs stated in the Project Proposal.

2.3 UNIPA must provide to BLUE written English reports on a quarterly basis, specifying the key points of the work in progress and the financial progress of the Project.

2.4 BLUE tranches of payments will be done every six months, after having received detailed report evidencing both expenditures and progression of the items, as specified in the chronogram of the project. BLUE can request scanned copies of invoices/receipts in case of need.

2.5 UNIPA shall be entitled to publish any results of the Project in accordance with normal academic practice and discuss work undertaken as part of the Project in seminars, tutorials, and lectures. They shall acknowledge the contribution made by BLUE and the other Parties in any such publication as set out in Appendix 3.

2.6 Any use of the Data by any Party, arising from the Project for publication of scientific papers will acknowledge the other Parties and include a representative from the other Parties as co-authors.

3. COMMUNICATION & MEDIA

3.1 The Parties shall include acknowledgement of the other Parties in any press announcement, publicity, or other public document (whether in print, online or in film) relating to the Project as per Clause 4.4 and 4.5.

3.2 The Parties shall make every endeavour to ensure acknowledgement of the other Parties in any communication of the Project through a third party (press, radio, TV).

3.3 Any press statement or release relating to the Project from each Party will be agreed in writing with the other Parties and include acknowledgements in accordance with the guidance set out in Appendix 3.

3.4 Any publication or communication produced by each Party which relates to the Project or includes the Data shall include an acknowledgement of the other Parties in accordance with the guidance set out in Appendix 3.

3.5 Each Party will include in any social media posts, the agreed social media links of the other Parties as outlined in Appendix 3.

3.6 Each Party will have full access to and permission to use any Project Materials produced from the Project (including raw material, as well as cuts and assemblies) in perpetuity, as project partners. Each Party and its partners may use the Project Materials in order to describe and promote the research activity and the wider marine conservation concepts and stories that this Project forms a part of.

3.7 Each Party's use of Project Materials shall be mutually agreed between the parties before the use of such Project Materials by either party. Such agreement shall not be unreasonably withheld.

3.8 Any use of Project Materials shall remain subject to any marketing, branding or communication guidelines which may be agreed between the Parties from time to time.

3.9 Each Party will be responsible for their respective costs and expenses associated with creating any Project Materials relating to this Agreement, including, for the avoidance of doubt, the Parties' respective press releases, websites, and social media pages.

3.10 Each Party will review for approval the Project Materials that are developed and prepared by each party, including posters, videos, press releases, and any reference to this Project on a website or other communication vehicle or materials. Each Party will not unreasonably withhold or delay its approval and agrees to review and reply with its approval,

rejection or requested changes to the Project Materials within three (3) business days of their receipt.

4. TERM AND TERMINATION

4.1 This Agreement will commence as of the commencement date of the Project Period and expire at the end of the Project Period, unless terminated earlier under the conditions below.

4.2 Either Party may immediately terminate this Agreement upon written notice if:

- (i) the other Party commits a material breach of this Agreement and such breach is not cured within thirty (30) calendar days of written notice;
- (ii) the other Party commits a material breach of this Agreement and such breach is not capable of cure; or
- (iii) a Force Majeure Event continues for sixty (60) calendar days or more.

4.3 Either Party may terminate this agreement without cause by giving three (3) months written notice to the other Party.

4.4 Upon termination under clauses 4.2 and 4.3, BLUE shall pay UNIPA for expenses irrevocably incurred before the date of termination.

5. REPRESENTATIONS AND WARRANTIES

5.1 Each Party represents and warrants to the other that it has the authority to enter into this Agreement and carry out the obligations hereunder.

5.2 The Parties represent and warrant that they will carry out the Project with reasonable skill and care and use appropriately qualified personnel.

6. INTELLECTUAL PROPERTY

6.1 This agreement does not transfer any interest in Intellectual Property Rights. All Data is owned by the relevant Data provider and shall be credited accordingly by the Data Recipient.

6.2 Each party grants to the other party a non-exclusive, personal, royalty-free license to use the Data for non-commercial use and in support of marine conservation and in accordance with the terms of this Agreement.

6.3 Each party shall immediately give written notice to the other Parties of any actual, threatened, or suspected infringement of any party's Intellectual Property Rights used in connection with an agreed purpose of which it becomes aware.

7. DATA PROTECTION

7.1 Each party acknowledges and agrees that information provided by the other party under this Agreement may include Personal Data that is subject to the UK-GDPR (“**Personal Data**”). To the extent that information disclosed by either party (the “**Data Discloser**”) to the other party (the “**Data Recipient**”) pursuant to this Agreement includes Personal Data (the “**Data Discloser Personal Data**”), Data Recipient shall, and shall procure that its Representatives shall:

- (i) process any such Data Discloser Personal Data in accordance with all Applicable Data Protection Laws;
- (ii) use or disclose the Data Discloser Personal Data solely for the purposes described in Appendix 4 (Description of Transfer) or as otherwise authorized by Data Discloser in writing from time to time;
- (iii) promptly assist the Data Discloser in complying with any data subject rights request under Applicable Data Protection Laws that the Data Recipient may receive from any individuals to whom any Data Discloser Personal Data relates; and
- (iv) promptly assist the Data Discloser in complying with any duties to cooperate with supervising authorities under Applicable Data Protection Laws.

8. CONFIDENTIALITY

8.1 During the term of this Agreement and for a period of the project one (1) year thereafter, each Party will keep strictly confidential any information disclosed by the other Party which the disclosing Party identifies as confidential information (“**Confidential Information**”). The receiving Party will only use the Confidential Information in the performance of the Project.

8.2 Confidential Information does not include information that:

- (i) is or becomes publicly available other than through breach of confidentiality by the receiving Party;
- (ii) is communicated to the receiving Party without any obligation of confidence by a third party who is not itself under any obligation of confidentiality;
- (iii) is already in the possession of the receiving Party, as evidenced by written records; or
- (iv) is required to be disclosed by applicable law, regulatory authority, or court order.

8.3 This Article 8 shall survive any termination or expiration of this Agreement for the period stated in clause 8.1.

9. FREEDOM OF INFORMATION

9.1 BLUE acknowledges that UNIPA is subject to the requirements of the FOIA and BLUE shall assist and cooperate with the universities and/or local organizations to enable it to comply with any such information disclosure requirements.

9.2 Where UNIPA receives a request to disclose any information that, under this Agreement, is BLUE's Confidential Information, it will notify and consult with BLUE. BLUE shall respond to UNIPA within five (5) Working Days after receiving the notice of the request. In the event that BLUE fails to respond within that period, UNIPA reserves the right to disclose any such information it deems appropriate.

9.3 UNIPA shall be responsible for determining in its absolute discretion whether the information is:

- (i) exempt from disclosure in accordance with the FOIA; or
 - (ii) to be disclosed in response to a request for information under the FOIA;
- and in no event shall BLUE respond directly to a request for information unless expressly authorized to do so by UNIPA.

9.4 BLUE acknowledges that UNIPA may be obliged under FOIA to disclose information following consultation with BLUE and having taken its views into account.

10. GENERAL PROVISIONS

10.1 NOTICES

All notices under this Agreement must be in writing and will be effective when:

- (i) delivered personally or two (2) Working Days after having been sent by prepaid recorded, special delivery, or first-class post at the address as set forth below, or at any new address or addresses subsequently designated in writing by either Party to the other; or

(ii) by email to the email address shown below. Notices by email will be deemed delivered on completion of transmission, provided that (a) no notice of failure of transmission is received by the sender, and (b) a printed copy of the message is thereafter delivered or sent promptly by one of the methods set out in clause 10.1(i).

If to UNIPA:

Prof. Marco Milazzo
Department of Earth and Marine Sciences, University of Palermo – Via Archirafi 22, I-90123
Palermo (Italy)
email: marco.milazzo@unipa.it / +39.338.988.9508

If to BLUE:

Rory TB Moore, Head of International Projects
Blue Marine Foundation, South Building, Somerset House, Strand, London
WC2R 1LA
Email: rory@bluemarinefoundation.com

Dr. Giulia Bernardi – BLUE Italian Project manager
Email: giuliampa@gmail.com / +39.331.922.57.86

10.2 **ASSIGNMENT.** No assignment of any right or interest and no delegation of any obligation under this Agreement may be made without the express prior written consent of the other Party (not to be unreasonably withheld or delayed). Any attempted assignments or delegations without such consent will be deemed void.

10.3 **SEVERABILITY.** If any provision of this Agreement is found by any competent court to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

10.4 **WAIVERS.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

10.5 **INDEPENDENT CONTRACTORS.** The Parties are independent contractors. Neither Party will make any warranties or representations or assume any obligations on the other Party's behalf.

10.6 **FORCE MAJEURE**

a) Neither Party shall be liable for failure to perform its obligations under this Agreement, nor give rise to any claim for compensation or damage nor be deemed to be in breach of this Agreement, if such failure arises from a Force Majeure Event.

b) If either Party is affected by a Force Majeure Event it shall give written notice without delay to the other Party.

c) If the Force Majeure Event causes a delay of sixty (60) calendar days or more, and such delay may reasonably be anticipated to continue, then either Party may terminate this Agreement in accordance with clause 4.2.

10.7 **THIRD PARTY BENEFICIARIES.** No one who is not a party to this Agreement is intended to or may benefit from its terms because of the Contracts (Rights of Third Parties) Act 1999.

10.8 **ENTIRE AGREEMENT.** This Agreement and the attached appendices constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements or communications.

10.9 **RELIANCE ON REPRESENTATIONS.** Each Party acknowledges that in entering into this Agreement on the terms set out in this Agreement it is not relying upon any representation, warranty, promise or assurance made or given by any other Party or any other person, whether or not in writing, at any time prior to the execution of this Agreement which is not expressly set out in this Agreement, provided that this shall not exclude any liability which either Party would otherwise have to the other in respect of any statements made fraudulently.

10.10 **AMENDMENTS.** The Parties may not amend this Agreement, except by a written agreement of authorized representatives of the parties that expressly identifies itself as an amendment to this Agreement.

10.11 **GOVERNING LAW.** This Agreement is governed by, and is to be construed in accordance with, the laws of England and Wales.

10.12 **JURISDICTION.** The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement. Notwithstanding the foregoing, either Party may seek injunctive relief in any court of competent jurisdiction.

10.13 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

The Parties have signed this Agreement by their respective duly authorized representatives.

**SIGNED FOR AND ON BEHALF OF
UNIPA**

Signed:

Name: Prof. Attilio Sulli

Title: Director of the Department of Earth and Marine Sciences at the University of Palermo

Date:

**SIGNED FOR AND ON BEHALF OF
Blue Marine Foundation**

Signed: 

Name: Rory TB Moore

Title: Head of International Projects

Date: 21/12/2021

APPENDIX 1

PROJECT PROPOSAL

Title: **Boosting sustainable consumptive and non-consumptive uses of endangered elasmobranchs in the Egadi Islands MPA (Italy)**

Project Overview

Many threatened elasmobranchs congregate in specific spots and are caught by mistake (bycatch) by small-scale fishers in the Egadi MPA, and often discarded at sea as they have no commercial value. This suggests that more careful conservation measures are needed to minimize landings, by-catch mortality, and to protect elasmobranch aggregations in order to halt the ongoing decline and build back endangered sharks and rays populations within the MPA border. UNIPA will conduct scientific research to support conservation of threatened elasmobranchs in the Egadi Island MPA, informing the MPA authority on how and where to protect and manage natural habitats (e.g., spatial aggregations of elasmobranch species), enhance marine resources, and promote environmental education and sustainable development. The final goal of the present project is to **implement new regulations and management measures to limit the catch of endangered elasmobranchs, to increase their chances their survival**, particularly when these species congregate in critical habitats for mating or giving birth.

In order to pursue this general aim, UNIPA will be fully responsible of all project activities proposed, but will also work in partnership with the Egadi Island MPA authority (hereafter as AMPIE), through the signature of a specific agreement between them subcontracting some specific activities for an amount up to 20,000€. Project aims, activities and methodologies are detailed below:

Specific aims and methods

(1) **Identify critical habitats (e.g., breeding grounds and aggregation sites) within the MPA borders**, for those elasmobranchs' species at risk of extinction or with high conservation interest. The following techniques will be combined to achieve this goal: (activity 1a and activity 2) assessment of local expert knowledge (e.g., local fishers and scuba diving operators) and of MPA stakeholders (e.g., tourists) through questionnaires; (activity 1b) underwater visual censuses

(UVC) and deployments of baited underwater video systems (BRUV) and fixed cameras in shark and ray aggregation spots; (*activity 1c*) monitoring of small-scale fishing landings at ports.

(2) **Raise awareness** of fishers, officials, and tourists towards alternative non-consumptive uses of sharks and rays through social media campaigns, and other communication materials (e.g., roll-ups, brochures and leaflets) (*activity 3*).

(3) **Develop best practices** to increase survival of endangered elasmobranchs in the Egadi Island MPA (*activity 4*). One meeting in May 2022 to train local fishers and officials who must enforce regulations at fishing ports, on how to identify, handle, and release endangered sharks and rays. One meeting in November 2022 to present management solutions to decrease by-catch and a code of conduct for responsible diving activities in elasmobranch aggregations in the Egadi Islands MPA.

(4) **Minimize impacts on threatened elasmobranch species by better addressing fishing-effort issue with controls** at harbours including gear check, imposing fishing restrictions or limiting tourist activities in elasmobranch aggregation spots (*activity 5*).

<i>Activity</i>	03/ 22	04/ 22	05/ 22	06/ 22	07/ 22	08/ 22	09/ 22	10/ 22	11/ 22	12/ 22	01/ 23	02/ 23	<i>Budget (€)</i>
1a – Local Ecological Knowledge (UNIPA)													4.000,00
1b - BRUV and UVC surveys (UNIPA)													25.000,00
1c – Monitoring of fishing landings (UNIPA in collaboration with AMPIE)													15.000,00
2 – Interviews and questionnaires (fishers and tourists) (UNIPA in collaboration with AMPIE)													8000,00
3 – Awareness raising (UNIPA)													3,000.00
4 – Workshop and field training (UNIPA in collaboration with AMPIE)													5,000.00
5 - Setting up management measures (AMPIE)													0,00
													60,000.00

Budget allocation and activities

Year	Trimester	Months	Activities	Cost (€) per activity	Total cost (€) per semester
2022	1	Mar-May	Act. 1a - research contract + field work and consumables costs	3,000	41,000
			Act. 1b - Purchase of equipment (BRUV, software, cameras) + field work and consumables costs	12,000	
			Act. 1c - Monitoring of fishing landings (subcontract to AMPIE)	4,000	
			Act. 2 - research contract + field work costs	2,000	
			Act. 3 - graphic designer and communication materials	1,500	
	Act. 4 - Costs for a meeting to train fishers and officials on best practices (Marettimo Island) (subcontract to AMPIE)	2,500			
	2	Jun-Aug	Act. 1a - research contract + field work and consumables costs	1,000	
			Act. 1b - Purchase of equipment (BRUV, software, cameras) + field work and consumables costs	9,000	
			Act. 1c - Monitoring of fishing landings (subcontract to AMPIE)	4,000	
			Act. 2 - research contract + field work costs	2,000	
	3	Sep-Nov	Act. 1b - research contract + field work and consumables costs	4,000	19,000
			Act. 1c - Monitoring of fishing landings (subcontract to AMPIE)	4,000	
			Act. 2 - research contract + field work costs	4,000	
			Act. 3 - graphic designer and communication materials	1,500	
			Act. 4 - Costs for a meeting for the implementation of management protocols (Favignana Island) (subcontract to AMPIE)	2,500	
	4	Dec 2022-Feb 2023	Act. 1c - Monitoring of fishing landings (subcontract to AMPIE)	3,000	
Act. 5 - Setting up management measures			0		

APPENDIX 2

Project Equipment

- Specific field equipment is planned to be purchased for this project (baited Underwater Video systems, underwater cameras, ID and Size software, batteries, boat supplies)

APPENDIX 3

Communications

Name:

- Blue Marine Foundation (BLUE) in the first instance, BLUE thereafter

- Università degli studi di Palermo (UNIPA) in the first instance, UNIPA thereafter

Acknowledgement of Partnership:

“[UNIPA] is working in partnership with [BLUE] to minimize impacts of tourist and fishing activities on threatened elasmobranch species and to identify their critical habitats (e.g., breeding grounds and aggregation sites) within the Egadi MPA borders.

Editors Notes:

Blue Marine Foundation (BLUE)

Known as BLUE, this UK registered charity was set up in 2010 by some of the team behind the award-winning documentary film ‘The End of the Line’. BLUE aims to restore the ocean to health by addressing overfishing, one of the world’s biggest environmental problems. BLUE is dedicated to creating marine reserves, restoring vital habitats, and establishing models of sustainable fishing. BLUE’s mission is to see 30 per cent of the world’s ocean under effective protection by 2030. www.bluemarinefoundation.com

Università degli studi di Palermo (UNIPA)

UNIPA is an internationally acknowledged academic organization, which covers all main fields of education and fosters an interdisciplinary research approach. UNIPA is built on 16 Departments and one School, and its community consisted in 2019 of 41,097 bachelor and MSc students, 595 PhD students, 1,468 lecturers, 1,483 technical and administrative staff units, 120 research fellows. Three early-career and one senior researchers from the Marine Ecology and Conservation Lab of the Department of Earth and Marine Sciences at UNIPA will take part to the project. The team does research on marine community ecology and conservation, and has strong expertise in the field of conservation of endangered species and habitats, as well as on sustainable management of fishery and tourism activities. www.unipa.it

Social Media Tags:

BLUE:

- Instagram: @bluemarinefoundation
- Twitter: @bluemarinesf
- Facebook: @Bluemarinesf
- LinkedIn: @Blue Marine Foundation

UNIPA:

- Instagram: @unipa.it; @meclab_unipa
- Twitter: @unipa_it; @MeclabU
- Facebook: @universitapalermo
- LinkedIn: @Università degli studi di Palermo

TRADE MARKS²

1. BLUE’s Trade Marks comprise the following:



BLUE MARINE
FOUNDATION



BLUE MARINE
FOUNDATION

Accompanying Attribution Statement: Blue Marine Foundation
BLUE's Trade Mark EU registration number is EU018024406

2. UNIPA Trade Marks comprises the following:



UNIVERSITÀ
DEGLI STUDI
DI PALERMO

APPENDIX 4

DESCRIPTION OF TRANSFER OF PERSONAL DATA

Data subjects

The personal data transferred concern the following categories of data subjects:

Employees, contractors, directors, and other officers of the Data Discloser or as necessary to perform the Responsibilities of the Data Recipient under the Agreement

Purposes of the transfer(s)

The transfer is made for the following purposes:

The Data Recipient's actions to perform the Responsibilities of the Data Recipient under the Agreement, including general communication.

Categories of data

The personal data transferred concern the following categories of data:

For the other party to this Agreement, the Name(s), position at the Data Discloser and work contact details including work email, work address and work telephone number

Recipients

The personal data transferred may be disclosed only to the following categories of recipients:

None

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

Not applicable