



WWF Mediterranean

Via Po 25/C
00198 Rome
Italy

Tel: +39 06 844 97227
Fax: +39 06 841 3866
plombardi@wwfmedpo.org
Mediterranean.panda.org

**GRANT AGREEMENT
SUPPORT TO THE RESEARCH ACTIVITY**

BETWEEN

WWF Mediterranean
(WWF Donor)
Via Po 25/c
00198 Rome - Italy

AND

Università degli Studi di Palermo, Dipartimento di Scienze della Terra e del Mare
(The Grant Recipient)
Via Archirafi 22 I-90123 Palermo (Italy)

Hereinafter jointly referred to as "the Parties"

FOR

PROJECTS NAME: Shark Project Carrefour Foundation. ("The Projects")

PROJECT ACTIVITY: To gather evidence on aggregation and behaviour of threatened pelagic sharks in key areas for shark aggregation in the Mediterranean

PROJECT NUMBER/Budget Code: 9E074410

CONTRACT NUMBER: 701-2022-9E074410

PROJECT LOCATION: Mediterranean Region

DATE OF AGREEMENT: 27th September 2022

“WWF Donor”: **Fondazione WWF Mediterranean** having its registered offices at Via PO 25/c, 00198 Rome, Italy, Italian fiscal code 97847000581 here represented by the Director Mr. Paolo Lombardi. The WWF Donor has been awarded a grant ("the Primary Donor Grant) by The *Foundation Carrefour* (hereinafter referred to as the "Primary Donors"), (hereinafter referred to as "*the Projects*").

The implementation of the Projects includes certain activities to strengthen Marine Protected Areas. This Project Agreement is focusing on “**Gather evidence on aggregation and behaviour of threatened pelagic sharks in key areas for shark aggregation in the Mediterranean**” (herein after referred to as "the Project Activities") as detailed at the Attachment 1 of this Grant Agreement.

The Department of Earth and Marine Sciences of the University of Palermo have participated to a tender in which 12 potential providers have been invited. The selection was done by the project manager and the fisheries lead assessing the offers using weighted criteria in an evaluation form with 14 weighted criteria: (1)Methodology, (2) Feasibility of timeline, (3)Engagement of fisheries stakeholders - appropriate considerations to include stakeholders knowledge, (4)BRUVs deployments (n) and (5) (h), (6) Amount of data to be collected (h), (7)Suitability of proposed deployment location, (8)BRUV system clearly



explained and success proven in previous projects, (9)Data management and analysis clear and appropriate for conservation work, (10) Dissemination plans clear and impactful to diverse audiences, (11)price, (12)Daily cost, (13) Related work and experience,(14) proposed extra services). Criteria were rated with 1-5. Scores of the three applicants were then compared. The evaluation clearly showed one preferred research group at the University of Palermo with 144 points (compared to 111 and 97 for the other two applicants, with i.a. best methodology, highest value for money and best involvement of stakeholders which was amongst the highest weighted criteria.

The “Grant Recipient is the University of Palermo, Department of Earth and Marine Sciences , a *non profit education and research institution* working in the field of Marine Science based in Palermo, having its registered offices at Piazza Marina 61 I-90133, Palermo (Italy) and operative offices at Via Archirafi 22 I-90123, Palermo (Italy), here represented by the Department Director, Prof. Attilio Sulli.

For the purposes of this Grant Agreement the Grant Recipient is deemed to be independent Contractor and nothing in this contract creates an employee-employer relationship, joint venture, or agency relationship of the Grant Recipient or its Staff with the WWF Donor or any other organization of the WWF Network. Nothing in this contract grants authority to either party to create obligations, expressed or implied, on behalf of the other.

The Grant Recipient does not, and may not, assume to represent WWF Donor, unless authorized to do so by WWF Donor in writing.

All communications between the Grant Recipients and the WWF Donor shall contain the Project reference details.

THE PARTIES AGREE AS FOLLOWS:

A. THE ACTIVITIES AND BUDGET

WWF Mediterranean will contribute with an amount of € 47.990,00 (Forty-Seven Thousand Nine Hundred and Ninety/00 Euro) for “*gathering evidence on aggregation and behaviour of threatened pelagic sharks in key areas for shark aggregation in the Mediterranean*”. The Activity is described in the Terms of References in Attachment 1.

B. TERM OF AGREEMENT

Starting Date: 27th September 2022
Ending Date: 30th September 2023

Unless earlier terminated, or, extended by mutual written agreement.



C. PERSONS DESIGNATED AS CONTACTS OF PARTIES

1. WWF Donor appoints:

- a) Ms. Simone Niedermueller as the Project Supervisor (E-mail: sniedermueller@wwf.at)
- b) Ms. Giovanna Agostinelli as the Project Administrator (E-mail: gagostinelli@wwfmedpo.org).

2. Grant Recipient appoints:

- a) Prof. Marco Milazzo as the Project Coordinator (E-mail: marco.milazzo@unipa.it)
- b) Dr Giuliarosa Amerio as responsible for the Administration (E-mail: giuliarosa.amerio@unipa.it)

All communications between the Grant Recipient and WWF Donor shall contain the project name and reference number.

D. FUNDING SOURCE (“Primary Donor”)

Primary Donors: CARREFOUR Foundation

E. AMOUNT OF AGREEMENT

WWF Donor agrees to fund the Grant Agreement for a total amount not to exceed **EURO 47.990,00** ((Forty-Seven Thousand Nine Hundred and Ninety/00 Euro).

Such amount is intended as all inclusive. It is understood that all legal duties for taxes during the terms of this contract will be under the Grant Recipient’s exclusive responsibility as set out in paragraph J below. The Grant Recipients commits to provide, upon WWF Donor’s request, during a period of 5 years from the start of this agreement all the supporting documents for the use of the Funds and information about eventual unspent funds.

F. USE OF FUNDS

The use of fund must comply with the Terms of References and the budget specified in Attachment 1.

Any funds advanced under this Agreement that are not accounted for the activities described in the Attachment 1, shall be promptly refunded to WWF Donor upon termination or expiration of this Agreement, or at any other time on request in writing from WWF Donor.

G. TRANSMITTAL OF FUNDS

By Bank wire in the name of the Grant Recipient.
Account Name: Università degli Studi di Palermo
Name of the Bank: UNICREDIT SPA
IBAN Code: IT 09 A 02008 04682 0003 0000 4577



H. PAYMENT PROVISIONS

The WWF Donor will pay the total amount of the Grant (€ 47.990,00) as per paragraph E above as follows:

- **Euro 19.196 which corresponds to the 40%** of the total amount on receipt of a signed copy of this Agreement. This amount will contribute to the purchase of equipment
- **Euro 23.995 which corresponds to the 50%** of the total amount will be paid on 31.03.2023 at the submission of the Deliverable 2: Report on engagement activities with local fishers and upon a request of funds approved by the WWF Med Project Manager
- **Euro 4.799 which corresponds to the 10%** of the total amount will be paid at the submission of all the deliverables and upon a request of funds approved by the WWF Med Project Manager

The Request of Payment must be addressed to:

WWF Mediterranean
Via Po 25/c - 00198 Rome – ITALY
PEC: wwfmed@postecert.it
To the attention of the Project Administrator Ms. Giovanna Agostinelli

I. REPORTS

A detailed in the Attachemnet A (ToRS)

J. TAXES

The Grant Recipient shall be liable for all taxes arising out of payments made to you pursuant to this Agreement.

K. LIABILITY

The Grant Recipient shall take out insurance against any loss or damage which may be sustained by you, project personnel, or project property in the course of carrying out the Project Activities.

The WWF Donor shall not, in any circumstances or for any reason, be held liable for loss or damage sustained or caused by you, project personnel, or third parties employed in the course of carrying out the Project Activities

L. SPECIAL PROVISIONS

The Grant Recipient does not, and may not, assume to represent WWF Donor, unless authorized to do so by WWF Donor in writing.



The Grant Recipient will acknowledge the contribution and financial support of the WWF Donor and the Primary Donors in any reports/publications or public awareness activities undertaken by the Grant Recipient, concerning the Project Activities.

For the purposes of this clause, the term ‘Works’ refers to all works of authorship and inventions created by the Grant Recipient pursuant to the Grant Agreement, including, but not limited to, films, photographs, graphic works, maps, video recording, books, articles, writings, and audio recordings, (and all materials embodying such works of authorship and inventions) whether produced before, during or after the term of the Grant Agreement.

The Grant Recipient shall own all right, title, and interest in the Works; however, WWF Donor shall have a perpetual, non-exclusive, royalty free license to use the Works, including their modification and/or reproduction, in whole or in part.

This Agreement may be withdrawn if your acceptance has not been received by WWF Donor within 30 days from the date of this Agreement. Furthermore, the modification of this Agreement, manually or otherwise, shall not be considered valid until countersigned by WWF Donor.

This agreement grants authority to the WWF Donor to prohibit any disposal of assets acquired during the project for a minimum period of 5 years from the date of project activity starting date notified by the Grant Recipient and confirmed by the project supervisor.

M. TERMINATION OF CONTRACT

This contract may be terminated by the Parties by notice in writing of one month. In addition, the WWF Donor may, by notice in writing, immediately terminate this Contract for one or more of the following reasons:

- If the Grant Recipient will be in breach of any of the terms of this Contract;
- If the Grant Recipient will be incompetent, guilty of misconduct and/or negligence in the provision of inputs specified in Paragraph A to the Grant Agreement.
- If the Grant Recipient is unable to, or fails or refuses after written warning, to provide the required inputs reasonably and properly;
- If the Primary Donor Agreement between WWF Donor and the Primary Donor as detailed at point I) above is terminated;
- If as a result of Force Majeure, the provision of inputs on the project is suspended.

On termination, the WWF Donor’s liability to the Grant Recipient will not exceed the pro-rata payments due to the Grant Recipient to the date of termination. Upon termination, the Grant Recipient will deliver to the WWF Donor all records, electronic files, documents, notes and other information, concerning the WWF Donor, the Project, associate companies’ institutes and organizations, and related activities and inputs.

N. CONFIDENTIALITY



The Grant Recipient agrees to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to the WWF Donor's technical processes, business affairs or finances or any such information relating to a subsidiary, supplier or customer of the WWF Donor where knowledge or details of the information was received during the period of this Contract. This contract is regarded as a confidential agreement between the parties.

O. ORDER OF PRECEDENCE

Any inconsistency between the different parts of the Grant Agreement shall be resolved by giving precedence in the following order: (a) the Additional Provisions for Primary Donor-Funded Projects; (b) Grant Agreement; (c) WWF Network Standard Terms and Conditions - (d) the Budget; (e) the Terms of References.

P. EXECUTION; ATTACHMENTS; STANDARD PROVISIONS

By their execution below, WWF Donor and the Grant Recipient have agreed to all the terms and conditions of this Agreement, including the WWF Network Standard Terms and Conditions and all other referenced Attachments, which are hereby incorporated into and made a part of this Grant Agreement. All modifications to this Grant Agreement must be in writing and signed by persons designated to act on behalf of WWF Donor and the Grant Recipient.

Signed by and on behalf of WWF Mediterranean:

DocuSigned by:
Paolo Lombardi
298BF25E21DD4DD...

Paolo Lombardi
Director

DocuSigned by:
Giovanna Agostinelli
1FD7D8E76F544E7...

Giovanna Agostinelli
Project Administrator

Attachments: - Attachment 1-2: Terms of Reference submitted by the University of Palermo and Budget
- Attachment 3: WWF Network Standard Terms and Conditions

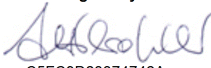
I, Prof. Attilio Sulli, on behalf of Department of Earth and Marine Sciences of the University of Palermo, hereby agree to the above terms and conditions.

AND

Confirm that:



- I have read, understood, the WWF Fraud & Corruption Policy (as reported in the WWF web site: <https://wwf.panda.org/organization/ethics/>) and that Department of Earth and Marine Sciences of the University of Palermo commits to it.
- Department of Earth and Marine Sciences of the University of Palermo commits to act in a way consistent with WWF's Code of Ethics (as reported in the WWF web site : <https://wwf.panda.org/organization/ethics/>) and will not engage in fraudulent or corrupt acts.

DocuSigned by:

C5FC9D23374742A...

08 ottobre 2022

Signature: Date:.....

Payment Events**Status****Timestamps****Certificate Of Completion**

Envelope Id: 77A15142B53B41389C4D55393A369AAD

Status: Completed

Subject: Complete with DocuSign: 701-2022-9E074410_UNIV of PALERMO_Research_final.docx

Source Envelope:

Document Pages: 7

Signatures: 3

Envelope Originator:

Certificate Pages: 2

Initials: 0

Giovanna Agostinelli

AutoNav: Enabled

Rue Mauverney 28

Envelopeld Stamping: Enabled

Gland, Switzerland 1196

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

gAgostinelli@wwfmedpo.org

IP Address: 5.90.109.11

Record Tracking

Status: Original

Holder: Giovanna Agostinelli

Location: DocuSign

10/7/2022 6:30:42 AM

gAgostinelli@wwfmedpo.org

Signer Events**Signature****Timestamp**

Paolo Lombardi

DocuSigned by:

Sent: 10/7/2022 6:46:25 AM

plombardi@wwfmedpo.org

Viewed: 10/7/2022 6:48:42 AM

Mr

2988F25E21DD4DD...

Signed: 10/7/2022 8:58:52 AM

WWF International

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 37.159.120.32

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Giovanna Agostinelli

DocuSigned by:

Sent: 10/7/2022 8:58:53 AM

gagostinelli@wwfmedpo.org

Viewed: 10/7/2022 9:02:00 AM

WWF International

1FD7D8E76F544E7...

Signed: 10/7/2022 9:02:16 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 93.47.44.90

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

attilio.sulli

DocuSigned by:

Sent: 10/7/2022 9:02:17 AM

attilio.sulli@unipa.it

Viewed: 10/8/2022 3:00:10 AM

Security Level: Email, Account Authentication (None)

C5FC9D23374742A...

Signed: 10/8/2022 3:13:48 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 93.44.192.112

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
marco milazzo marco.milazzo@unipa.it Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 93.44.193.64 Viewed using mobile	Sent: 10/8/2022 3:13:50 AM Viewed: 10/8/2022 4:00:49 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	10/7/2022 6:46:25 AM
Certified Delivered	Security Checked	10/8/2022 4:00:49 AM
Signing Complete	Security Checked	10/8/2022 3:13:48 AM
Completed	Security Checked	10/8/2022 4:00:49 AM

Payment Events	Status	Timestamps
----------------	--------	------------