



Save Our Seas Foundation

2025
Funding Cycle

SOSF Grant

Agreement

Save Our Seas Foundation

Registered address	6 Rue François-Bellot CH-1206 Geneva Switzerland
Mailing and Office address	21 Quai du Mont-Blanc CH-1201 Geneva Switzerland
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Agreement

between



Fondation Save Our Seas

6 Rue François-Bellot
CH-1206 Geneva, Switzerland (Registered address)
21 Quai du Mont-Blanc
CH-1201 Geneva, Switzerland (Mailing and Office address)

On the one hand
Hereinafter «The Foundation» or «SOSF»

and

«First_Name» «Last_Name»

«Institute»

«Address»

«eMail»

On the other hand
Hereinafter «The Project Leader»

Fondation Save Our Seas, «First_Name» «Last_Name» and «Institute» being hereinafter designated together as the «Parties».

Preamble

WHEREAS The Project Leader has proposed a project designated as «Title» (hereinafter referred to as the «Project») with the associated project number SOSF «Project_number».

WHEREAS The Project Leader has provided The Foundation with a proposal for funding in 2025 (Annex 1 - hereinafter referred to as «the Proposal»); and

WHEREAS the aim of The Foundation is the study and the protection of marine ecosystems, as well as the diffusion of all related information to the public; and

WHEREAS the Project as described in the Proposal seems to enter the field of activity of The Foundation and that, therefore, The Foundation is willing to support it.

NOW AND THEREFORE, the Parties hereto have agreed as follows:

1. Article 1

- 1.1. The Foundation shall provide financing to the Project up to a maximum funding of USD «Amount» to be paid in full to The Project Leader upon signing this Agreement.
- 1.2. This financing is provided for graciously and will not give rise to any payment of interest or reimbursement. It shall be considered as a once-off gift.
- 1.3. The Foundation's undertaking is limited to its financial commitment under article 1.1 here above, which will not be extended, increased or modified in any manner without the prior written consent of both Parties.
- 1.4. The Foundation shall not assume, and The Project Leader undertakes to relieve The Foundation from, any liability whatsoever in connection with the Project itself, the use of its financing and/or the quality of the assets acquired with the said financing.

2. Article 2

- 2.1. The Foundation and The Project Leader agree that the Proposal, included in Annex 1 hereto, and the Amendments, included in Annex 2 hereto, shall be deemed to be part of this Agreement.
- 2.2. The Project Leader undertakes and warrants using its best efforts to complete the Project as described in the Proposal and Amendments.
- 2.3. This fund concerns the period of January 1, 2025 to March 31, 2026.

3. Article 3

- 3.1. The Foundation hereby agrees that The Project Leader shall use The Foundation's name and logo on all documentation, advertising and promotion related to the Project as follows: SOSF (protected trademark)



The Project Leader undertakes not to use The Foundation on any documents of any type but exclusively related to the Project.

- 3.2. The Project Leader on its part shall use its best endeavours to publicise the environmental conservation significance of the project in the media, including the print media, radio, television and the internet, and hereby undertakes and warrants that The Foundation's name and logo will figure predominantly on all documentation, advertising and promotion related to the Project as featured above in 3.1.
- 3.3. The Foundation will reciprocate by referring to The Project Leader's involvement in the Project in any documentation, advertising or promotional material related to the Project, which The Foundation might release.
- 3.4. The Project Leader undertakes to permit The Foundation to document the general progress and activities of the Project using any medium, including in writing, in photographs, on film or video or any other media. The Project Leader further undertakes to provide access, support and assistance to The Foundation employees, team, representatives, and consultants.
- 3.5. Notwithstanding the above clause 3.4, The Foundation undertakes that it shall not reveal the detailed scientific findings of the Project nor write or publish articles or scientific papers describing those findings without the written approval of The Project Leader.
- 3.6. The Project Leader undertakes further that the Project itself and all documentation, advertising and promotion related to the Project as well as The Foundation's name and logo will not be used politically. (i.e: The Project Leader is not allowed to associate The Foundation with any other entity without the written consent of the Foundation).
- 3.7. During the funding cycle of this Agreement, the Project Leader undertakes to provide and submit to The Foundation:
 - a. Three high-quality 'project blogs', which will be posted to The Foundation website on the Project page and/or on its social media networks. These 'blogs' will act as project updates, and we encourage the use of various media to engage the reader with your project (videos/photos/audio) that won't be used for any other purposes without the Project Leader's approval). The Foundation's communication team may assist the Project Leader with his/her contribution upon request from the Project Leader. The latter should refer to the '*Blogging Guidelines*' document for more information. Recommendation: one at the start, middle and end of each year.
 - b. By January 31, 2026: 20 to 40 new high-resolution (original files), high quality and original photographs ('*Contract Images*') and, if possible, also some HD video files. Decent visual material, which will be used to promote the Project Leader's work, needs to be supplied to The Foundation using either the SOSF media library link, WeTransfer or Dropbox. Each photograph should be labelled correctly (ProjectNumber_ ProjectLeaderName_ YearMonthDay_PhotographerCredit) and include a short caption/description of the image (this can be provided as a separate Word file). Any visuals submitted to The Foundation will be credited to the photographer. The copyright will remain with the photographer, and he/she grants The Foundation the right to publish these media in non-commercial SOSF publications (*i.e. websites, ePublications, newsletters, magazines, books, annual reports, social networks, etc*). The photographer retains full and exclusive commercial rights. The Project Leader and the photograph author allow The Foundation to include these images in The Foundation Media Library ad infinitum and the right to use these images for non-commercial purposes. With the consent of the photographer, The Foundation may also use these images for editorial purposes (e.g. press releases to the media). The Project Leader guarantees The Foundation to have obtained from any photographer the right for The Foundation to use the materials provided to The Foundation (i.e. photographer's right, image right and notably for individuals, buildings, etc...).

- c. Upon request, an original article (1'500+ words) written by the Project Leader by a date discussed with The Foundation team. The communication team will collaborate with the Project Leader to decide on the content and nature of the article. This article is to be included in The Foundation publications (*i.e. websites, ePublications, newsletters, magazines, books, annual reports, etc*). A selection of the photographs in (a. or b.) should complement this article. The Project Leader warrants to The Foundation that he/she is the exclusive owner of all rights, title and interest, including all intellectual property rights on any articles provided to The Foundation.
- d. Electronic copies (*PDF, mp3 or mp4*) of all media (newspaper, magazine, web, radio and television) and any scientific publication related to the Project. Please send us these documents at publication date at the latest.

4. Article 4

- 4.1. The Project Leader shall keep The Foundation informed of the development of the Project during its entire duration.
- 4.2. Specifically, upon completion of the Project, the Project Leader shall prepare and submit to The Foundation:
 - a. A complete final report (>2500 words) consistent with the expectations of The Foundation, including a financial account summary accounting for the use of the funds provided, must be submitted no later than the end of the last grant awarded (as mentioned above in 2.3). The Project Leader shall use the final report template provided by the Foundation (or can be downloaded here: <https://saveourseas.com/timeline-sosf-grants/>).
 - b. If the Project is part of a PhD, Master or Bachelor thesis, an electronic copy of the submitted manuscript within 30 days of completion of the thesis.
- 4.3. Further, at any time after the Project has been completed, The Project Leader shall provide, upon request of The Foundation, copies of any data, footage, photographs, documentation, results and information that were made or collected during the course of the Project.
- 4.4. The Project Leader shall, given reasonable advance notice, permit The Foundation access to the Project so that The Foundation may have the opportunity to assess the progress of the Project and, where appropriate, offer advice or other support.
- 4.5. For a science-based project, the Foundation strongly encourages the Project Leader to publish his/her results in peer-reviewed publications. This criterion will be considered in any further grant applications. **The Project Leader will inform The Foundation when any potential publication is submitted to, and subsequently accepted by a scientific journal. The publication should acknowledge The Foundation clearly and in full (e.g.: "This study was performed with the support of Grant xxx from the Save Our Seas Foundation.")**

5. Article 5

The Parties agree that copyrights for all data, footage, photographs, documentation, results and information made or collected in the course of the Project by The Project Leader are vested in The Project Leader, but that The Foundation shall be entitled to use freely any data, footage, photographs, documentation, results and information made or collected in the course of the Project, even after the completion of the Project. For technical purposes, the Foundation is allowed to adapt images of the Project.

6. Article 6

The present Agreement shall be governed in all respects by Swiss law.

7. Article 7

Any dispute arising between the Parties in relation with the present Agreement shall be submitted to the sole jurisdiction of the ordinary courts of Geneva, Switzerland.

Made this January 6th, 2025

.....
James Lea, CEO
for Fondation Save Our Seas
(date dd/mm/yyyy and signature)

.....
The Project Leader
(date dd/mm/yyyy and signature)

.....
Fondation Save Our Seas
(signature)

.....
The Institution (optional)
(stamp and signature)

Instructions:

1. Print TWO high quality copies of this Agreement;
2. Sign ALL pages and the appropriate dedicated signature space of both copies;
3. Send BOTH hard copies of the Agreement document to the following address (please do not send the Annex documents):
Save Our Seas Foundation, Rue Philippe Plantamour 20, CH-1201 Geneva, Switzerland
4. DEADLINE to return these documents is set for March 30th, 2023.