



OCEAN STEWARDSHIP FUND – INNOVATION FUND (IF)

GRANT AGREEMENT

This Grant Agreement (Agreement) is entered into as of the Effective Date (defined below) by and between the Ocean Stewardship Fund (OSF) – a program of the Marine Stewardship Council (MSC) and ----- (Grantee). In administration of this Grant, OSF acts on behalf of the MSC, a company limited by guarantee incorporated and registered in England and Wales with company number 03322023 whose registered office is at 1 Snow Hill, London, EC1A 2DH.

OSF and Grantee hereby agree as follows:

1. OSF makes this Grant of £XXXXX (Grant) to Grantee to [brief narrative description of the project] as described in Grantee's Proposal dated DD/MM/YYYY (Attachment 3), and as described in this Agreement. If the terms of this Agreement differ from the Proposal, this Agreement will control.
2. Upon receipt of this Agreement signed by Grantee, Grant funds will be disbursed according to the schedule in Attachment 1, subject to the conditions of this Agreement. The term of the Grant is from the date the Grantee signs this Agreement (Effective Date) to the due date of the final Grant Report, as specified in Attachment 1. Grantee will use the Grant solely for the purposes described in this Agreement, and will return to OSF any funds not expended or committed for the purposes of the Grant within the Grant period. Grantee shall ensure that the purpose of any capital expenditures shall be consistent with the charitable purposes of the Grant, which obligation shall survive the term of this Agreement. Grantee understands that this Grant is not a gift and agrees that OSF is granting funds to Grantee to pursue the purposes outlined in this Agreement.
3. Grantee is responsible for the project, the financial management of the Grant and any sub-contracts involved with delivery of Grant activities. Grantee should adopt a 'value for money' approach to contracting any goods and services required for the project. Grantee must also ensure that Grant activities comply with all local legislation, codes of practice (including health and safety), regulatory requirements and ethical guidelines; furthermore, that all necessary licences and approvals required to carry out the project are obtained and in place during the Grant period. OSF shall not be responsible for the payment of any taxes, levies or government fees of any sort on behalf of the Grantee, in any jurisdiction.
4. Grantee will deliver a written Grant report to OSF one month after the project completion date, and interim reports in accordance according to the schedule in Attachment 1 (Grant Report). Unless provided otherwise in Attachment 1, the Grant Report will contain a narrative report and a financial report. Failure to deliver the final report will lead to the recovery of the full Grant value from the Grantee. The narrative report should describe



what the Grant has accomplished as of the date of the Grant Report against KPIs listed in the Grantee's Proposal and should also include an Executive summary and details of any external communications in relation to the project. The financial report should detail the following: (a) all Grant fund expenditures during the applicable reporting period, (b) an analysis of approved Grant budget (as set forth in Attachment 2) and (c) narrative variance explanations of actual spend vs Grant budget.

5. If at any time OSF determines that Grant purposes are not met, that Grant purposes are unlikely to be met, or that Grantee fails to satisfy the reporting requirements in paragraph 3 above or otherwise violates the terms of the Grant, OSF may (a) require no further spending of Grant funds already disbursed to Grantee, and/or (b) require the return of unspent Grant funds already disbursed to Grantee.
6. Grantee will notify OSF immediately of any anticipated or actual changes in the Grant Purpose or the Grantee's head of organisation, regardless of title, and/or key personnel identified either in the Proposal or this Agreement. Grantee acknowledges and agrees that changes in Grantee's head of organisation, regardless of title, and/or key personnel may trigger OSF review and reassessment of Grantee's ability to meet the purposes of the Grant, and that such review may lead to OSF deciding to impose additional terms, conditions, or other limitations on any unexpended Grant funds.
7. Grantee will notify OSF immediately if, during the term of the Grant, Grantee anticipates its own winding up, dissolution, or other event preventing its continuing operation. Grantee thereafter shall take all actions necessary to comply with OSF direction with respect to any disbursed, unspent Grant funds and/or assets procured with Grant funds, including, without limitation, return of the funds and/or assets, or distribution of the funds and/or assets to another organisation(s) capable and willing to fulfil the charitable purposes of this Grant.
8. Grantee will acknowledge OSF's support on all external communications materials associated with the project, with review and prior written approval from MSC's Chief Communications Officer. If OSF authorises such announcement, this Grant is to be described in any written material as having been "made through the Ocean Stewardship Fund (OSF) program of Marine Stewardship Council"; the MSC's corporate logo may also be used in conjunction with this text only. Grantee will also submit copies of all printed press coverage of, or references to, Grantee's work funded by this Grant, and will notify OSF of all other related media coverage.
9. OSF may include information on the Grant in its periodic public reports and may also refer to the Grant in a press release or other public communication. Grantee's approval of any such announcement shall not be required. Further, OSF may use any images or media submitted in Grant Reports or other engagement with the OSF as it sees fit. Grantee's approval of any such use shall not be required, but OSF will acknowledge copyright as appropriate.



10. The parties understand that a material condition of this Agreement is that Grantee makes the data, research, knowledge, and other information developed with the Grant funds freely available to OSF, consistent with the charitable purposes of this Grant.
11. Grantee will maintain adequate books of account and other financial records and supporting documentation (including receipts and invoices) and, if requested, will make such books and records available to OSF at a reasonable time and location. Grantee must submit to a third-party audit of these financial records, if requested by OSF. Grantee will keep copies of all books and records for at least four years after the date of the final Grant Report.
12. Grantee shall not use any portion of the Grant funds to support any form of illegal activity, bribery, violent political activity, terrorists, or terrorist organisations. OSF may terminate this Agreement with immediate effect by giving written notice if Grantee is convicted of a criminal offence.
13. OSF shall not be liable for any loss, injury or damage incurred by Grantee or by a third party as a result of activities funded by the Grant, including any loss, injury, or damage resulting from a negligent or wilful act or omission by Grantee. Grantee shall indemnify and hold MSC (including its Company Directors, Officers and Employees) harmless from any liability, loss, cost and expense incurred by MSC as a result of Grantee's negligent or wilful act or omission.
14. Both parties will comply with all applicable requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
15. By signing this Agreement, Grantee agrees to OSF's privacy policy, details of which can be found on the OSF web page, and also agrees to be contacted by OSF for reports on the impacts of the Grant for up to five years after the term of the Grant has ended.
16. This Agreement represents the entire Agreement of the parties with respect to the Grant, and supersedes any prior oral or written understanding or communication between the parties. This Agreement may not be amended or modified, except in writing signed by both parties, other than in the event of a no-cost extension, adjustment to payment schedule, or minor change to the project budget or scope of activities supported by the Grant, which may be effected by OSF's unilateral written or email communication to Grantee.



17. Grantee also agrees to the terms and conditions herein in connection with the Grant, and hereby warrants and represents that its signatory whose signature appears below has been and is on the date of this Agreement duly authorised by all necessary and appropriate action to execute this Agreement.
18. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.
19. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Signed on behalf of OSF – MSC:

By: _____

Date: _____

Printed name: _____

Title: _____

By signing this Agreement, I confirm that I am duly authorised to execute and meet the obligations of this Agreement on behalf of [Grantee]:

By: _____

Date: _____

Printed name: _____

Title: _____



ATTACHMENT 1

1. OSF will disburse £XXXX to Grantee upon timely receipt of the Agreement signed by Grantee and Grant Reports.
2. Grantee shall submit a formal Grant Report to OSF **one month after** the project completion date DD/MM/YYYY. An interim report is required on DD/MM/YYYY.
3. The Grant Report shall include:
 - 1) Narrative report as defined in clause 4 above
 - 2) Financial report as defined in clause 4 above
 - 3)
 - 4)
4. **Potential future Grant awards are contingent upon receipt and approval of interim and final reports.**

ATTACHMENT 2

Approved Grant Budget

ATTACHMENT 3

Grantee Proposal form