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EUROPEAN WILDLIFE COMEBACK FUND
GRANT AGREEMENT

BETWEEN
STICHTING REWILDING EUROPE

AND
INSTITUTE SUPERIORE PER LA PROTEZIONE E LA RICERCA AMBIENTALE

Agreement number: EWCF/0005

THIS EUROPEAN WILDLIFE COMEBACK FUND GRANT AGREEMENT

BETWEEN:

STICHTING REWILDING EUROPE, with its principal office at Toernooiveld 1, 6525 ED Nijmegen, the Netherlands, registered under number 53036123 and represented by its Executive Director (herein referred to as "**RE**");

And

ISTITUTO SUPERIORE PER LA PROTEZIONE E LA RICERCA AMBIENTALE registered as a public body in Italy, fiscal code and VAT number 10125211002 Via Vitaliano Brancati, 48 - 00144 Rome (Italy), legally represented by its General Director (hereinafter referred to as "**Partner**");
Who together shall hereinafter be referred to collectively as "**the Partners**".

WHEREAS:

1. RE launched its European Wildlife Comeback Fund (EWCF) in September 2022 to enhance the comeback of keystone species in Europe. With the EWCF, RE aims to provide immediate funding for reintroductions and population reinforcements that are ready to be executed.
2. Partner submitted a Proposal (Annex I) and a Budget (Annex II) for the EWCF, which were reviewed and approved by RE.

THE PARTNERS HEREBY AGREE AS FOLLOWS:

1. **Subject**
   This EWCF Grant Agreement (hereinafter referred to as "Agreement") is concluded in relation to the activities and budget as included in the Proposal (Annex I) and Budget (Annex II). With this Agreement, RE makes funds available for Partner to execute these activities.
   Partner will share the budget as per Annex II with Grefa and Forestas (hereinafter referred

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to as "Beneficiaries"). Partner and Beneficaries will have internal arrangements regarding their operation, to ensure that the activities are implemented properly.

2. **Duration**
This Agreement enters into force upon the signature of the present agreement and will run up for 12 months unless terminated by either party in accordance with Section 13 below.

3. **Funding amount**
RE agrees to fund Partner with a total amount not to exceed 69,754 Euro (sixty-nine thousand seven hundred and fifty-four euros) for the activities foreseen in the Proposal (Annex I) and Budget (Annex II). Budget allocation across activities can be amended only by written approval of RE.

4. **Payment schedule**
The schedule for the payments under this Agreement is as follows:
    - Upon signing of the contract: 55,803 Euro (80%)
    - A final payment of 13,951 (20%) Euro will be withheld and will become payable on receipt and acceptance of the technical and financial progress report.

RE shall pay Partner within fifteen days after receipt and approval of the technical and financial progress report regarding the proper use of the Budget (Annex II) by Partner. To assist with its acceptance processes and procedures, RE requires Partner to supply the reports as described in 'Reporting Requirements' below.

In case of non-compliance with regard to the implementation from Partner with a provision in this Agreement (in a qualitative and/or quantitative sense), RE has the right to deviate from this schedule (including to suspend or withhold payment). Partner has the responsibility to formally notify RE of any possible risks or concerns relating to the objectives as soon as they arise.

RE undertakes to transfer funds by bank wire in the name of Partner with the following account details:

Account name: ISTITUTO SUPERIORE PER LA PROTEZIONE E LA RICERCA AMBIENTALE
IBAN number: IT62X0569603211000071000X00
Bank: Banca Popolare di Sondrio
Swift code: POSOIT22XXX

5. **Reporting requirements**
Partner will submit a final technical and financial progress report to RE no later than one month after the end date of this Agreement according to the reporting format provided by RE.

The report shall cover the tasks which have been carried out, outputs and outcomes achieved, and the expenditures incurred and should be submitted to Sophie Monserrat (sophie.monsarrat@rewildingeurope.com) and Tamar Vloedgraven (tamar.vloedgraven@rewildingeurope.com). The expenditures incurred shall be reported per partner and beneficiary.

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In the event that RE is not satisfied with the report, RE shall notify Partner within 15 days of receipt of the report and explain its position. In such case, Partner will provide a new report in 15 days, incorporating the comments provided by RE.

6. **Roles and obligations of Partner**

Partner shall keep sound and proper financial records, which must at all times provide a clear and up-to-date account to match the relevant year of the Budget (Annex II). For the sake of traceability of expenditure and income, an analytical accounting system shall be put in place. Accounting must be performed by applying the accruals accounting method. Partner shall maintain records related to this Agreement in physical or electronic form including copies of all invoices and receipts in respect of expenditure for six years after termination of this Agreement.

Partner shall be accountable to RE for the way in which Partner administers the financial contribution made by RE and all other financial resources related to this Agreement.

Partner shall retain, throughout the agreement period and for at least six years after the end of the project, all appropriate supporting documentation for all expenditure, income and revenue for the project as reported to RE, such as tender documents, invoices, purchase orders, proof of payments, salary slips, time sheets and any other documents used for the calculation and presentation of costs. This documentation shall be clear, precise and effective and shall be submitted to RE when requested. The financial reporting will be done according to the guidelines that will be provided by RE.

RE reserves the right, at any time during the term of the Agreement, to audit and make copies of such books and records in respect of Partner's utilization of the financial contribution made by RE. Partner shall fully cooperate in such audits and shall provide all information requested by RE promptly.

7. **ERN Membership**

Partner shall apply for the ERN Membership within 4 weeks after the signing of the contract. Partner shall share both the application for the ERN membership and the acceptance or refusal with Sophie Monsarrat and Tamar Vloedgraven. When Partner does not apply, RE will withhold the final payment.

8. **Data sharing and use**

Unless agreed otherwise in a data sharing agreement, the partner will share telemetry data stemming from all GPS-tagged collared animals with RE, through the manufacturer's data platform or an API or an online data collaboration platform such as Movebank. Partner will share the data as long as the GPS-tagged collars will be in use.
RE can use the data for internal reporting and monitoring of its activities. RE cannot share or publish this data with third parties without prior consent of Partner.

9. **Visual identity, communication and branding**

- The Partners will feature each other as partners on their websites.
- The Partners will inform each other well in advance about news updates linked to the funded activities and partnership, to ensure proper preparation and strengthening of communication impact.
- All communication materials produced and published related to the funded activities, partnership, and tools used will be with mutual agreement of the Partners.

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- The Partners ensure that each other's branding, logo and link to the website are visible in the communications materials which are produced and published related to the funded activities and partnership.
- For this purpose, both partners are allowed to use each other's brand name(s) and identity within the scope of this Agreement and the underlying strategy and vision. Usage should at all times comply with accompanied Brand Manuals (Annex III).
- The Partners ensure that each other's brand name(s) and identity are used and/or represented in the most respectable and professional way and are not damaged in any way by deliberate actions.
- If and when this agreement ends, the Partners agree not to use each other brand name(s) and identity prior to the written consent of the other party.
- If and when this agreement ends, the Partner will lose after a transition period of three months the right to use the RE logo and identity and all activities that somehow relate to RE, unless explicitly agreed otherwise.

10. Subcontracting

Partner may not subcontract the implementation of the project or parts of it to third parties without consultation with RE except for the award of contracts that are included in project budget and agreed with RE during project approval process.

11. Insurance

Partner ensures that its organisation has a liability insurance to cover its operational risks and all other risk. RE shall not be liable for any loss or damages of whatever nature arising from of relating to this agreement.

12. Code of Conduct

The Partners are institutions of public trust, playing an exemplary role in the continent. Partners agree that their good behavior is an essential condition not only for their individual sustainable success, but also for sustainable success of the entire Rewilding Europe network. Public partners must comply to their own and overarching code of conduct according to national legislation. RE's Code of Conduct (Annex IV) must be subscribed by private subcontractors and/or private beneficiaries in the partnership.

13. Termination

The Partners can terminate this agreement with observance of a notice period of three months for the following reasons:

a. The other Partner materially failing to comply with the terms of this Agreement despite being given a reasonable period to rectify the errors or omissions.
b. Failure of the other Partner to comply with the Code of Conduct, including, but not limited to, cases of fraud and gross negligence (in which case no notice period shall apply); or
c. Situations beyond the control of RE or Partner (force majeure) that imply that RE or Partner can no longer honor its commitments under this agreement, also not when given a reasonable rectification period.

14. Jurisdiction clause

This Agreement and its performance shall be governed by and construed in all respects in accordance with the laws of the Netherlands.

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Signed for approval,

On behalf of Stichting Rewilding Europe

Date: 24 March 2023 | 20:20 CET

Place: Nijmegen

Frans Schepers

Frans Schepers
Executive Director

On behalf of ISPRA

Date: 27 March 2023 | 09:54 CEST

Place: Roma

Maria Siclari

Maria Siclari
General Director

ANNEXES:

I. Proposal
II. Budget
III. Brand Manual
IV. Code of Conduct (to be approved by private beneficiary in the partnership)