

## **Contract**

The Lighthouse Foundation (LF)  
Kanalstraße 67a  
24159 Kiel  
Germany

represented by its Director

and

Beyond the Surface International (BTSI)

3212 Brant Street  
San Diego, CA 92103  
United States of America

Represented by Ms. Emily (Emi) Anne Koch

conclude the following contract:

**“50311 Small-Scale Fisheries Guidelines Curriculum Development & Awareness Pilot with Rural Schools in Fishing Communities”**

### **Article 1 Subject of Contract**

**Beyond the Surface International works with rural students from small-scale fishing villages using positive youth development tools like surfing, transmedia storytelling, and mindfulness for young learners to grow up resilient and promote social - ecological wellbeing for healthy oceans and people. Supported by local non profits connected with the local educational instruction in their fishing community, three schools from three distinct world regions will follow a 12-month program guiding focus groups through the SSF Guidelines and offering ample space, tools, training and activities for their honest inputs on the curriculum package.**

### **Article 2 Works to be Performed**

- (1) The content of the subsidised project is based on the proposal dated August 27th, 2021. Within one month after the start of the project LF will be supplied with a short (1 page) summary of the current status of the project including images suitable for public relations and documentation purposes. Furthermore, at the end of the project, BTSI will submit to LF a final narrative report together with the final account.

### **Article 3 Realisation of the Project**

- (1) The organisation implementing the project will be BTSI. In case subcontracts are to be given to third parties in order to implement the project the generally accepted rules in respect to non-profit work in common public interest, diligence and economy

have to be observed. Nobody may benefit unduly from the subsidised project.

The granted support is earmarked for its specific purpose; it may only be used in financing the project costs shown in the submitted application.

Changes in the implementation of the project require timely consultancy with LF in advance and LF's approval.

- 2) The project ends at December 31st, 2022 including follow-up jobs.

#### **Article 4 Payment**

- (1) For the project “**50311 Small-Scale Fisheries Guidelines Curriculum Development & Awareness Pilot with Rual Schools in Fishing Communities**” the Lighthouse Foundation will provide funds up to the amount of  
**20.000.-USD**  
**(in twenty thousand Euro).**

The granted funds may only be used for and balanced with the expenses caused by the project within the scheduled project duration. The granted funds are based on the submitted proposal of August 27th, 2021. Changes within the allocation of costs have to be approved in advance by LF.

- (2) With this amount of money all works to be performed in compliance with the financing schedule and all costs related to them are considered compensated, including all extra expenses. Furthermore, the granted sum comprises V.A.T., other taxes and rates and compensation for any claims related to copyright matters. All further claims of BTSI are explicitly excluded.
- (3) The Lighthouse Foundation reserves to itself the right to reclaim the paid amounts of money in whole or in part in case BTSI comes in default or the goal of the project cannot be reached. Beginning with the date of maturity, interests of 3 per cent above the basic interest rate of the European Central Bank will be added to the sum to be paid back. BTSI is liable to compensate for all other losses inflicted by delay.

#### **Article 5 Terms of Payment**

- (1) Upon BTSI's request payment will be made according to the proposed work plan:
  - **10 % immediately after conclusion of the contract and submittance of the short project description**
  - **80% according to the work progress. Request for payments should be presented on a quarterly basis not later than 6 weeks after the end of the quarter the costs incurred.**
  - **10 % within 4 weeks after submission and acceptance of the final account and the Project Report**
- (2) Payments will be made to  
  
Account Name: Beyond the Surface International  
  
Account No (IBAN): 3777784228  
  
SWIFT-Code: WFBIUS6S

Bank: Wells Fargo Bank

Bank Address: 510 W. Washington Street, San Diego, CA 92103, United States

and will have franking effect for LF.

- (3) **To the final account vouchers showing the paid expenses have to be attached.** Vouchers have to be signed and dated by the issuer and the recipient and have to clearly identify the objective and amount of payment.

## **Article 6 Rights of Use and Exploitation**

BTSI and LF grant each other a non-negotiable, free-of-charge, non-exclusive right to publish and exploit the results of the project. In case the project results are published by one of the partner the other contractor and his function has to be mentioned in the publication.

It is the non-negotiable right of LF to provide other developing regions and non profit-organisations with the results and findings of this project to enhance the sustainable development of these regions under the guidance of development assistance as laid down in the OECD/DAC guidelines.

## **Article 7 Period of Time Limitation of Rights**

The rights of BTSI against LF concerning the payment of the financial support up to the sum mentioned in Article 4, paragraph 1, of this contract are subject to a limitation period of two years following the submission of the final account.

## **Article 8 Notice of Termination**

- (1) BTSI and LF may terminate the contractual relationship only upon good cause.
- (2) If LF is responsible for the reason of the termination, BTSI keeps the right of proportional contractual payment for the work it has carried out up to the date of termination.

## **Article 8a Liability**

- (1) The liability is determined by the provisions of law. In case of faults or defects BTSI is liable for, it may not make LF's expert knowledge its own excuse.
- (2) LF is entitled to demand that BTSI eliminates within an appropriate time limit set by LF all defects BTSI is bearing warranty or is liable for in any other way.
- (3) If the elimination of a defect is not possible or only possible by disproportionate efforts LF may reduce the agreed-upon payment.
- (4) Claims demanding the compensation of further losses will be unaffected.

## **Article 9 Exclusion of Obligation and Liability**

LF may in no way be obligated toward third parties. BTSI holds LF free from any liability against third parties. In contracts with third parties BTSI has to reach

appropriate agreements.

#### **Article 10 Data Protection**

- (1) In accepting the granted payment, BTSI declares its consent that the data perceptible from the application procedure will be stored on data media and evaluated by LF or by scientific institutions charged by LF for statistical and result monitoring purposes concerning the efficiency of the sponsoring programme, and that the results of the evaluation may be published. The transfer of data does not constitute a violation of legitimate interests in the sense of data protection.
- (2) LF is entitled to publish the short name of the project, the name of the project partner and the amount of the donation. Besides it is entitled to publish the summary of the project report separately as well as to evaluate or to have evaluated – in the framework of scientific investigations on the efficiency of the sponsoring activities – the data made obtainable to it.

#### **Article 11 Other Provisions**

- (1) This contract establishes no title to BTSI to demand any other benefits or the compensation of further expenses from LF.
- (2) Changes and amendments to this contract require to be made in written form.
- (3) Place of performance and jurisdiction for all disputes arising from this contract is Hamburg.

**For the Lighthouse Foundation:**

**Kiel,**

**For (BTSI):**



**Emily Anne Koch**

**Date:** 24 September 2021