

THE PEW CHARITABLE TRUSTS

Grant Agreement

This Grant Agreement, Contract ID 00037111, (this Agreement) is between **The Pew Charitable Trusts**, a Pennsylvania nonprofit corporation, recognized as exempt from income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (Code), with its principal place of business at 2005 Market Street, Suite 2800, Philadelphia, PA 19103 (Pew), and **Federal University of Sao Paulo**, a Brazil nonprofit education institution, with its principal place of business at R. Dr. Diogo de Faria, 1087 – conjunto 801 - Vila Clementino, Sao Paulo 04025-001 (Grantee). Pew and Grantee are sometimes referred to individually as a Party and together as the Parties.

Terms and Conditions

1. **Amount.** The amount of the grant is \$150,000 (Grant).
2. **Purpose.** The purpose of this Agreement is to support the activities of Leandra Gonçalves, as described in Exhibit A (Purpose).
3. **Term.** This Agreement, unless terminated earlier in accordance with its terms, shall continue in full force and effect for a period of three (3) years from the date last signed below (Effective Date). The Parties may extend the term of this Agreement for an additional period, subject to mutual agreement and in accordance with the terms and conditions set forth herein.
4. **Pew Contacts.**
 - a) The Primary Grants Officer for this Agreement is: Michele Haynes, Principal Associate, Pew Marine Fellows Program, +1 (202) 540-6942, mhaynes@pewtrusts.org.
 - b) Required reports for this Agreement shall be submitted via the Pew Grantee Portal. Questions regarding narrative or financial reporting and payments may be directed to: Rachel Marie Paquin, Associate, Grant Contracts Services, +1 (202) 540-6848, rpaquin@pewtrusts.org.
5. **Budget.** The approved budget for this Agreement (Budget) is attached and incorporated herein as Exhibit B.
6. **Expense Reallocation.** Grantee may not reallocate expenses among Budget categories by more than \$15,000 (Reallocation Threshold).
7. **Use and Return of Grant Funds; Unexpended Funds.**
 - a) Grantee agrees that the Grant must be used exclusively for the Purpose and in accordance with the Budget. Without limiting Pew's rights or remedies under this

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Agreement, Grant funds not used for the Purpose must be immediately returned to Pew.

- b) Any portion of the payments made under this Agreement not expended at the completion of the project or by the Termination Date, whichever is earlier, must be returned to Pew within sixty (60) days of completion of the project or the Termination Date, whichever is earlier. Pew may, in its sole discretion, postpone or cancel payment(s), or any portion of such payment(s), if Grantee has an unexpended balance of funds from payments made under this Agreement.
- c) No portion of the Grant may be used for indirect expenses.

8. **[Intentionally Omitted]**

9. **No Campaign Intervention/Lobbying.**

- a) No Campaign Intervention. No Grant funds may be used to participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office within the meaning of section 501(c)(3) of the Code. Grantee will never be required to engage in advocacy campaigns or otherwise support positions of Pew as a contingency for the award of new or continued grant funding.
- b) Lobbying.
 - i. No IRS Lobbying. No part of Grantee's activities performed, or expenses incurred, under this Agreement may consist of carrying on propaganda, or otherwise attempting, to influence legislation within the meaning of section 501(c)(3) of the Code.

10. **Payments and Reporting.**

- a) Payment and Reporting Schedules. The payment and reporting schedules for the Grant funds are set forth below:

Amount	Scheduled Payment Date
\$50,000.00	Within 30 days of Effective Date
\$50,000.00	March 28, 2025
\$50,000.00	March 28, 2026

Report Type	Scope	Due Date
Financial Report	Interim	February 28, 2025
Narrative Report	Interim	February 28, 2025
Financial Report	Interim	February 28, 2026

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Narrative Report	Interim	February 28, 2026
Financial Report	Final	May 30, 2027
Narrative Report	Final	May 30, 2027

b) Payment conditions.

- i. Subject to the Budget and Payment and Reporting Schedules, Pew will make all Grant payments electronically through Automated Clearing House (ACH), or Foreign Wire Transfer, as applicable. Disbursement of Grant funds is conditioned upon (i) the execution of this Agreement and any documentation required by Pew to make any such payment, including, without limitation, Pew's ACH authorization form; and (ii) timely and satisfactory submission of applicable narrative, financial and other reports referenced in this Agreement.
- ii. In addition to any conditions specified above, all disbursements of Grant funds are contingent upon Pew's determination, in its sole discretion, that satisfactory performance of the Purpose has occurred and is likely to continue to occur. The Parties acknowledge that satisfactory performance of the Purpose is Grantee's good faith effort to satisfy the Purpose (as documented in applicable narrative, financial and other reports), and Grantee will not be required to obtain any specific outcomes or results except as otherwise specified in this Agreement.

11. **Submission of Reports.** Grantee will submit narrative and financial reports on Pew's Grantee Portal, which can be accessed at <https://pewtrusts.my.site.com>. Narrative and financial reports must be submitted by the applicable due date set forth in the Reporting Schedule, unless otherwise approved by Pew in writing.

12. **Milestones.** The milestones associated with this Agreement are specified in Exhibit A.

13. **Collaboration/Annual Meeting Attendance.** A deliverable of this Grant is to collaborate with Pew as it develops one or more Marine Fellows Program science or project summaries, information graphics, or other materials that summarize the results to be used in outreach activities. Both Grantee and Pew shall have final approval over the language of the summary materials. Grantee acknowledges and agrees that Pew will take the lead in developing and designing the summary materials and that the completed materials will be published by Pew. Such publication will expressly note the fellow's contribution to such completed materials.

Acceptance of the Grant also requires that the fellow attend the Pew Marine Fellows Program impact workshop during the first year of the term of the Grant and the annual meeting of the Pew Marine Fellows each year for the duration of the Grant. If there are personal, research, or health-related issues that would preclude the fellow's attendance, the fellow must contact the Primary Grants Officer prior to the meeting.

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14. **Evaluation.** At its own expense, Pew may monitor and conduct an evaluation of operations under this Agreement (Evaluation) to confirm that Grant funds are spent in accordance with this Agreement. Grantee agrees to cooperate in the Evaluation and provide such information to Pew or its representatives as necessary.

15. **Grantee's Records.** Grantee will keep systematic records of all expenditures relating to this Agreement. These records, including bills, invoices, canceled checks and receipts, will be retained by Grantee for five (5) years after the Termination Date and will be available for Pew's inspection during that period. Pew may, at its own expense, examine or audit Grantee's records related to activities supported by this Agreement.

16. **[Intentionally Omitted]**

17. **Intellectual Property.** Work product consists of the deliverables/milestones and other materials, including drafts thereof, prepared by Grantee or its Subcontractors (defined below) if any, in support of the Purpose and funded by this Agreement (Work Product). Grantee represents and warrants to Pew that the Work Product is the original Work Product of Grantee or its Subcontractors, and that it shall not infringe any intellectual property right or other proprietary right of any third party. Grantee hereby grants to Pew, a nonexclusive, irrevocable, perpetual, worldwide, royalty-free, transferable and sublicensable license for non-commercial purposes to use, display, perform, reproduce, publish, copy, archive, excerpt, distribute, create derivative works from and otherwise disseminate, in whole or in part, any or all of the Work Product.

18. **[Intentionally Omitted]**

19. **[Intentionally Omitted]**

20. **Publicity; Acknowledgement.**

- a) Use of Pew Name. Pew's prior written consent is needed if Grantee wants to use the names, logos or any other marks owned by or associated with Pew in Grantee's publicly available client lists, on its websites or social media platforms, or similar promotional materials.
- b) Acknowledgement. Grantee is encouraged to acknowledge Pew's support, including in public statements, reports and other print and online publications. To assure that Pew is portrayed accurately, each use of Pew's name (including in acknowledgements and the titles of programs) is subject to advance written approval by Pew's Primary Grants Officer, which may be withheld in Pew's sole and absolute discretion.
- c) Publications. Grantee agrees to provide an acknowledgement of Pew's role as a funder of the Work Product by placing on final and/or disseminated versions of the Work Product the following language or language otherwise provided: "Support for

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this project was provided by the Pew Fellows Program in Marine Conservation at The Pew Charitable Trusts.”

- d) Disclaimer. Unless otherwise requested by Pew, Grantee shall include in any publication that advocates a point of view the following disclaimer: “The views expressed are those of the author(s) and do not necessarily reflect the views of The Pew Charitable Trusts.”

21. **Organizational Change**. The replacement of Grantee’s key project staff and/or personnel would be a material deviation from this Agreement. Accordingly, Grantee agrees to provide Pew with written notification two weeks before replacing any such staff and/or personnel, provided, however, that where immediate termination is clearly necessary to protect the interests of the project, Grantee need only provide Pew with such notice both as soon as possible and before selecting a replacement. Grantee’s key project staff and/or personnel for this Agreement includes: Leandra Gonçalves.

22. **[Intentionally Omitted]**

23. **Grantee’s Representations and Warranties**.

- a) Status. Grantee represents and warrants that it (1) is not insolvent or otherwise unable to meet its financial obligations as they become due; and (2) either (i) has been determined by the Internal Revenue Service to be tax-exempt under section 501(a) of the Code, as an organization described in section 501(c)(3) of the Code, or the functional equivalent of such an organization, or (ii) is an organization described under section 170(c)(1) of the Code or the functional equivalent of such an organization. Grantee will notify Pew immediately of any potential or actual change to this status.
- b) Authority. Grantee represents and warrants that (i) it has the corporate, statutory or other power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the person who executes this Agreement on its behalf has the necessary authority to bind Grantee; and (iii) neither the execution and delivery of this Agreement, nor the performance of its obligations hereunder, will constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.
- c) Code of Ethics. Grantee represents and warrants that it has reviewed the Code of Ethics, a copy of which is attached to this Agreement as Exhibit C and made a part hereof (Code of Ethics) and agrees to comply (and if applicable, that its Scholar or Fellow shall comply) with the Code of Ethics throughout the term of this Agreement. Notwithstanding any contrary terms in this Agreement, Pew may terminate this Agreement immediately upon Grantee’s violation of the Code of Ethics, and Section 26(c) below shall apply.

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24. **Compliance with Laws.**

- a) [Intentionally Omitted]
- b) If processing, including transferring, of any Personal Data (defined below) is performed under this Agreement, Grantee shall comply with the Data Protection Law (defined below) in connection with the processing, including transfer, of Personal Data for purposes of this Agreement. Specifically, Grantee represents and warrants that: (i) it shall not disclose any Personal Data except where it is lawful; (ii) it shall carry out the sharing of any Personal Data obtained from Data Subjects (defined below) pursuant to this Agreement in accordance with any notices supplied to, and consents obtained from, Data Subjects; (iii) it shall enter into any additional contractual clauses or addenda as may be necessary for compliance with the Data Protection Law; and (iv) it shall not process any Personal Data other than in accordance with (a) any applicable consents, (b) any applicable privacy policies or other conditions as notified to Grantee by Pew, and (c) applicable law, including the Data Protection Law.

Grantee agrees to provide Pew written notice of any reasonably suspected or actual information security or other incident that compromises the security, integrity, confidentiality or availability of Personal Data, and any such incident shall be deemed a breach of this Agreement.

For the purposes of this Agreement:

- (i) “Data Protection Law” means any applicable data protection or privacy laws to which either Party, as applicable, is subject to in connection with this Agreement; and
 - (ii) “Personal Data” means any information relating to an identified or identifiable natural person (a Data Subject).
- c) If Grantee (or any agent of Grantee) is not an entity organized under the laws of the United States, or if activities under this Agreement will be undertaken outside of the United States, it further agrees to comply with the Required Terms and Conditions for International Grantees (International Requirements), which are set forth in Exhibit D and made a part hereof. Capitalized terms in the International Requirements have the same meaning as in the rest of this Agreement.

25. Indemnification. Grantee shall indemnify, defend and hold harmless Pew and its officers, directors, employees, agents, donors, affiliates, and contractors from and against any and all claims, liabilities, damages, losses, expenses, demands, suits, and judgments, including without limitation reasonable attorneys’ fees and costs, arising from or relating to (a) Grantee's breach of this Agreement or (b) the intentional

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misconduct or negligent acts or omissions of Grantee, its employees, agents, or Subcontractors (if any), in connection with this Agreement.

26. Termination.

- a) **Breach Termination.** Pew may terminate this Agreement upon Grantee's non-compliance with any obligation under this Agreement and failure to cure within fifteen (15) days after receipt of written notice from Pew. Notwithstanding any contrary terms herein, in the event of non-compliance that is not capable of cure, Pew may immediately terminate this Agreement upon written notice. For purposes of clarification, a breach of any of the requirements contained in Sections 9 or 23(c) above is considered non-compliance that is not capable of cure.
- b) **Non-Breach Termination.** Pew may terminate this Agreement, without cause at any time, upon thirty (30) days' prior written notice to Grantee, in which event the Grantee will take all reasonable steps to wind down the Purpose in connection with this Agreement; provided, however, Grantee shall not incur any additional costs or perform any additional work under this Agreement without Pew's prior written consent. Upon termination of this Agreement under this subsection, subject to the terms of this Agreement, Pew will pay Grantee for the portion of the Purpose completed, and Grantee's committed and uncancellable costs of the Purpose incurred, prior to the effective date of termination, the total of which in no event will exceed the Grant.
- c) **Additional Remedies:** Upon termination of this Agreement for any reason, without waiver of either Party's other rights and remedies, (i) Grantee will cease work under this Agreement as of the effective date of termination; (ii) all outstanding financial and narrative reports shall be due to Pew within sixty (60) days of the effective date of the termination; and (iii) Grantee shall provide Pew with any Work Product created (and Datasets if applicable) prior to termination, including drafts.

27. Notices. All notices under this Agreement shall be in writing and shall be delivered personally, or by confirmed electronic mail, a recognized overnight courier service, or United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other Party at its address set forth below or to such other address as such Party may designate by notice given pursuant to this Section:

If to Grantee:	Karen Spadari Ferreira Diretora da Secretaria de Relações Internacionais Universidade Federal de São Paulo Rua Sena Madureira, 1500 – Vila Clementino São Paulo 04021-001 Brasil +55 11 3385 4100
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If to Pew: Michael Caudell-Feagan
Executive V.P. and Chief Program Officer
The Pew Charitable Trusts
901 E Street, NW
Washington, DC 20004

With a copy to: James G. McMillan
Senior V.P., General Counsel and Corporate Secretary
The Pew Charitable Trusts
901 E Street, NW
Washington, DC 20004

28. General Provisions.

- a) Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law principles. The state and federal courts in Philadelphia, Pennsylvania will have exclusive jurisdiction over any and all disputes arising out of, or in any way related to, this Agreement, and Grantee shall submit to the personal jurisdiction of those courts.
- b) Assignment. Pew may, upon giving notice to Grantee, assign all or any part of its right, title, and interest in this Agreement. Grantee may not assign this Agreement, in whole or in part, without Pew's prior written consent.
- c) No Third-Party Benefit. The provisions of this Agreement are for the sole benefit of the Parties hereto and confer no rights, benefits, or claims upon any other person or entity.
- d) Independent Parties. Grantee, its employees, agents, and representatives are independent parties and are not Pew employees or agents. This Agreement is not intended to and shall not create any partnership, joint venture or agency relationship between the Parties.
- e) Complete Agreement. This Agreement, including all exhibits and attachments (which are incorporated by reference herein), is the Parties' final and binding expression of their agreement and the complete and exclusive statement of its terms. To the extent that any provision of an attachment conflicts with the terms of this Agreement, the terms of this Agreement shall control. This Agreement cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the Parties, whether oral or written, relating to this Agreement.
- f) Severability; No Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent

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and economic effect of the invalid provision. The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

- g) Amendment. Prior to making any changes to this Agreement, including, without limitation, any changes to the Purpose or incurring any expenses that exceed the Reallocation Threshold (if applicable), whether or not due to events outside of Grantee's control or otherwise, Grantee must request a modification in writing. Grantee will submit any modification request to Pew at least sixty (60) days prior to the intended effective date of the change. If Pew so agrees to the modification, as determined by Pew in its sole discretion, the Parties will execute an amendment to this Agreement memorializing such modification in advance of it taking effect. No change to this Agreement will be effective unless signed by both Parties.
- h) Survival. As applicable, the sections of this Agreement titled "Use and Return of Grant Funds; Unexpended Funds," "No Campaign Intervention/Lobbying," "Payments and Reporting," "Submission of Reports," "Collaboration/Annual Meeting," "Evaluation," "Grantee's Records," "Research Records," "Intellectual Property," "Protection of Human Subjects," "Humane Care and Use of Laboratory Animals," "Publicity," "Subcontractors," "Compliance with Laws," "Indemnification," "Termination," "Notices," and "General Provisions" shall survive any termination or expiration of this Agreement.
- i) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Faxed and PDF counterpart signatures are sufficient to make this Agreement effective.

[Signatures on following page.]

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The Parties have caused this Grant Agreement to be duly executed as of the Effective Date.

For: **The Pew Charitable Trusts**

By: *Donna Frisby-Greenwood*

Date: 3/28/2024

Name: Donna Frisby-Greenwood

Title: Senior Vice President, Philadelphia and Scientific Advancement

For: **Federal University of Sao Paulo**

By:

Date:

Name:

Title:

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Exhibit A

GRANT PROPOSAL

Opportunities and challenges for improving marine conservation: The case of the São Paulo State Marine Protected Areas Network

1. Marine conservation context

Marine protected areas (MPAs) have been presented as the main alternative to marine conservation by some conservationists, fisherfolk, and managers. They are seen as a solution to the perceived failures of current management methods (Sala et al., 2018). The potential benefits of MPAs have been promoted in the relevant literature, although we are still lagging behind in the implementation of these areas (Giakoumi et al., 2018).

Stakeholder engagement is one of the factors consistently appointed as a way to improve MPA implementation (Giakoumi et al., 2018); however, many MPAs neglect local people's needs, livelihoods, and perspectives (Bennet et al., 2017). The Global Biodiversity Framework for the Convention of Biological Diversity, which is now being discussed, includes as a target an increase in the percentage of MPAs. Unfortunately, if the spatial coverage does not include effectiveness and equity, errors of the past will likely be repeated (Obura et al., 2021).

This issue is particularly relevant in developing countries, such as Brazil. Brazil is a young democracy facing significant institutional and political instability, similar to other countries in the Global South. Such instability affects the dynamics of ocean governance and marine conservation (Gonçalves et al., 2020). As an example, artisanal fishing is a key activity that produces more than half of all fish domestically, and its value chain involves significant numbers of people—even entire families—who enjoy a unique way of life. Many coastal communities have their identities and livelihoods linked to the environment and nature, and they are not always involved in MPA planning. In fact, they are sometimes marginalized in “no-take” MPA options (Bennet et al., 2017). When this happens, local communities or users do not have any incentive to get involved in conservation.

In this project, we will explore the factors that improve marine conservation with a case study from the São Paulo State MPA (hereafter, SP MPA). It encompasses approximately 11,380 km² and is the largest MPA in Brazil, which includes highly-protected areas and multiple-use MPAs through participatory methods. We argue that long-term conservation can be better achieved in partnership with the people living in a given area, though an understanding regarding the interactions of societies with their environments is needed, as well as knowledge about the benefits of ecosystem services and the reasons people conserve. Avoiding the so-called “paper parks” and promoting the recovery of biodiversity are key objectives.

The SP MPA network—the case study explored in this proposal—was established opportunistically in 2008, subsequently triggering or inflaming many conflicts over biodiversity conservation and access to fishery resources. The network faces challenges in conserving natural attributes while strengthening and enhancing the territory and understanding that the way of life characteristic of fishing communities (*caiçaras*) requires effective governance and novel strategies.

Therefore, we plan to employ ecosystem services or, more broadly, nature's contributions to people (NCPs) as an approach toward introducing a set of complex interactions across many socioeconomic sectors and drivers (Diaz et al., 2018). The NCP approach emerged with the conceptual framework for the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services (IPBES) and is an analytical tool built on a transdisciplinary, action-oriented, and plural valuation of nature in conservation assessments (Hill et al., 2021). Thus, we are advancing the factors that improve marine conservation within MPAs using the perceptions of local stakeholders regarding NCPs while co-designing novel institutional arrangements to complement management provided by the MPA for improvements in marine conservation.

2. Project goal and intended marine conservation impact of your project

The question that inspires this proposal follows: What factors improve marine conservation within an MPA using local stakeholders' perceptions of NCPs? The SP MPA

network was established in 2008 in one of the most populated and industrialized areas in the world (i.e., São Paulo State coast, southeast Brazil), largely aiming to manage fisheries. Although relatively large, the SP MPA network has only about 5.7% of its area under no-take regime. Given the many goods and services provided by marine ecosystems, the network represents one of the most challenging marine conservation initiatives in the country. Harboring areas with different social-ecological contexts and management regimes (Motta et al., 2021), this MPA network is managed by multi-sector councils and provides a unique opportunity to investigate the best management strategies for transforming highly-protected areas with fishing closures through a more novel, stakeholder-driven, and integrated application of solutions. The network is subdivided into three sectors (i.e.: north, south and center), each of them has its own consultative council where NGOs, small-scale-fisherfolk, tourism operators, universities and others have seats. Therefore, this project will employ participatory and co-design methods with the council members.

The São Paulo coast supports highly dynamic industries, such as summer tourism. Moreover, it enables cultural and social appropriation that identifies the area as a leisure space and aggregates local fishing communities along the coast. It has well-developed and expanding offshore oil and drilling industries. Its port is the largest in South America. However, the São Paulo coast also safeguards preserved spaces, which are even more valued today. Numerous interests compete for territory in this integrated environment—a transition between land and marine domains (Gonçalves et al., 2020). This area may offer key insights on how to make MPAs more effective and complement them with varied arrangements.

To that end, the employment of assessment approaches that consider system dynamics and its scale interdependencies is imperative. Specifically, a governance system that enables and supports the institutional fit is needed (Gonçalves et al., 2020). However, our ability to purposefully change institutions to enhance adaptive governance requires a better understanding of how a direct link between biodiversity conservation and livelihoods works to strengthen incentives. For instance, to avoid panaceas, it is relevant to understand the ecosystem to be governed and the key stakeholders and institutions that can help the system cope with uncertainty and complexity, the structure of the governance networks, and the capacity of governance systems to adapt, considering the specificities of geographical and/or sociopolitical contexts, and, especially, the scientific knowledge necessary for qualified decision-making.

Here, we want to apply NCPs as a tool for engaging local communities regarding their dependence on nature. Further, we wish to foster their participation in marine conservation within the MPA network. A better use of MPA networks is maximizing their contribution to food security and sustainable livelihoods; a key challenge is managing fisheries and biodiversity to be resilient to climate change. This challenge requires a practical set of principles to underpin the design of MPA networks in order to simultaneously achieve fishery, biodiversity, and climate change objectives.

3. Project objectives

3.1 To assess the management strategies employed worldwide in MPA networks

We will perform a comprehensive review of the policy and management strategies employed globally in MPA networks and critically evaluate their effectiveness for conservation. Systematic reviews aim to identify, evaluate, and summarize the findings of all relevant individual studies on a certain topic. Because an aim of this project is finding the best way to improve marine conservation and MPA network strategies, the review will provide the best available knowledge and indicate gaps, challenges, and trends.

A systematic literature review will be conducted using the PRISMA protocol and explicit eligibility criteria (Moher et al., 2009). The scientific literature will be examined by searching the Clarivate Analytics Web of Science and Scopus databases for peer-reviewed research articles using a range of Boolean search terms. The search will focus on studies explicitly rooted in management strategies and policies associated with MPA networks. The search key will be verified in the title, abstract, and keywords as follows: “Marine protected area

network.” For each publication, we will extract the publication year, the country where the study was conducted, and attributes related to management and policy strategies, such as no-take areas, participatory management councils, and fishery closures. Further, we will use the categories following Christie and White (2007): traditional, co-management, community-based management, centralized management, private management, and integrated coastal management.

This goal will be developed through the first and second year, and the outcomes will be presented via a dissertation in the Master’s Degree program at the Post-Graduate Program in Interdisciplinary Science and Technology (PPGICTMAR) of the Federal University of São Paulo (UNIFESP). Additionally, the information will be used as outreach material to support Goal 3.4 in the transdisciplinary workshops and then submitted as a peer-reviewed article.

3.2 To map the stakeholders involved in SP MPA management

Marine social–ecological systems adjust to change via social–ecological interactions (Armitage et al., 2017). The interplay between people and nature can create unsustainable dynamics, such as over- and destructive fishing, coastal erosion, and pollution, as well as such undesirable outcomes as degraded ecosystems and impoverished ecosystem users (Cinner, 2011). To improve the connection between people and nature, we must understand how stakeholders are related. One way to further evaluate these connections is by employing social networking approaches. To gain a better understanding of how stakeholders from the SP MPA network are related, we will conduct a social network analysis (SNA) to examine the quantitative and qualitative dimensions of the role of social relationships in promoting marine conservation (Glaser et al., 2012).

We will conduct Net-Map interviews to collect SNA data (Glaser et al., 2018). Net-Map is a participatory tool for SNA based on in-depth interviews during which interviewees draw a map of important actors and their relationships. In addition, data on actors’ motivations and importance will be collected.

The advantages of this tool are the combination of qualitative and quantitative analyses as well as a participatory approach. Because of the qualitative data captured, the context of a social network can be explored, and SNA measures can be calculated. As a result, the network map is immediately visible, facilitating direct discussions with interviewees and supporting a common understanding.

It is important to mention that this step builds on the previous work of the Laboratory of Marine Ecology and Conservation (LabecMar/Unifesp), which previously conducted surveys with the SP MPA network council members to identify relevant social networks. We will expand and enrich the data by conducting in-depth interviews.

This method will be employed in the year 1 and 2, and it is important because it helps trigger awareness of the participants of Net-Map and promotes their engagement in the next steps. The results will be part of a Master’s degree dissertation at the PPGBEMC of the UNIFESP and will be published as a peer-reviewed article and presented to the SP MPA Network Council.

3.3 To assess the NCPs in the SP MPA network

Understanding where people depend most on natural resources for their basic human needs is crucial for planning conservation and development interventions. For some people, nature is a direct source of food, clean water, and energy for subsistence uses (Fedele et al., 2021). In the SP MPA network, different stakeholders depend on natural resources. Fisherfolk depend on natural resources for their livelihoods, tourism depends on the aesthetics and beauty of nature to thrive, and coastal communities depend on marine and coastal health for their well-being.

Thus, the emergent concept of NCPs (Diaz et al., 2018) is key to understanding what nature offers and the nature services that people depend on; NCPs provide an analytical tool that enables diverse actors to represent nature-people interactions for different scales, audiences, and decision-makers. Therefore, NCPs can foster understanding and communication about the ongoing biodiversity decline and its potential impact on the

complex relationships between people and nature. Further, NCPs are divided into 18 possible categories and classified as material, immaterial, and regulatory (Diaz et al., 2018). Material contributions are elements from nature that directly sustain people's physical existence and material assets (e.g.: food, energy...). Nonmaterial contributions are nature's effects emotional or psychological aspects underpinning people's quality of life. For instance, coral reefs providing opportunities for recreation and inspiration. And regulating contributions are functional and structural aspects of ecosystems. For instance, the clean air we breathe is a NCP offered indirectly by the ocean.

Understanding ecosystem conditions, processes, services, and their spatio-temporal dimensions is essential for the sustainable management of natural resources, marine spatial planning, and marine conservation actions (Zuercher et al., 2022).

Our goal is to understand the NCPs the stakeholders perceive and investigate the spatial aspects by employing the public participation GIS (PPGIS) method (Brown and Fagerholm, 2015). Maps will be developed collaboratively with local stakeholders (e.g., MPA council members, such as local fisherfolk, dive operators, academia, and NGOs) during workshops, in-depth interviews, and standardized surveys (Burkhard and Maes, 2017). A typical PPGIS study asks respondents to locate and sometimes rank values, ecosystem services, and/or management preferences by placing markers onto an online or hard copy map of the SP MPA network. The PPGIS combines traditional GIS with local knowledge provided by people through participatory approaches. The goal is not only to collect data, but also to raise awareness among stakeholders to get them involved in the marine conservation planning process.

The outcomes from NCP mapping will be part of a Ph.D. dissertation, and will be developed through the three years of this project. They will also provide information that can be included in outreach materials for the community and MPA managers. A peer-reviewed article will also be submitted.

3.4 To discuss the potential arrangements in order to improve marine conservation

Considering the ongoing United Nations Ocean Science Decade goals, transdisciplinary knowledge building is at the center of "the science we need for the ocean we want". Therefore, promoting spaces to foster science-society dialogues and discussing with knowledge users the pathways toward increased transdisciplinarity are critical for enabling societal changes. Accordingly, we will apply participatory and action research strategies (Brandt et al., 2013) to discuss best-fit alternatives for channeling the governance system toward marine conservation and paving the way for the inclusion of transdisciplinary practices therein.

With the previous information available (i.e., literature review, SNA, and NCP mapping), we will coordinate a series of three workshops with mapped stakeholders to discuss the best-fit management practices that should be in place so as to guarantee the maintenance of NCPs, consequently improving marine conservation and well-being and fostering a governance system that supports equitable ocean sustainability. The goal of the workshops is to co-design an institutional diagnostics toolkit and distill the vast amount of information on MPA governance and management into an easily accessible, open, online database of checklists, case studies, and related resources. By creating a space for collaboration and learning among scientists and practitioners, these three workshops will cover the main challenges and opportunities for transdisciplinarity in MPA practices, especially in the context of the Global South. The outcomes will be an online toolkit and the report on best practices for marine conservation in the MPA network based on stakeholder-driven methods.

4. Research Equity

This research will be carried out on the São Paulo coast, which has different human population densities and proximities, types of local economies, mixes of livelihoods and culture, and mosaics of marine habitats and ecosystems. Hence, the outcomes of this research will be implemented and co-designed by a range of local stakeholders who depend

on the success of area implementation for their own livelihoods (e.g., decision-makers, local communities, and practitioners engaged in MPA development and implementation). The outreach materials will be produced and designed for dissemination to the public and used as best practice. However, as the proposal highlights key issues associated with specific governance situations, such as equity and justice, the outcomes will be of major interest to local communities, including small-scale fisherfolk who will be engaged from the beginning of the participatory process and in the design of novel arrangements for marine conservation.

5. References

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Exhibit B

APPROVED BUDGET

Budget:

Salaries	\$96,000
Conferences / Meetings	\$10,800
Travel	\$5,400
Supplies & Equipment	\$1,900
Rent and Utilities	\$3,200
Subcontractors	\$23,500
Other	\$2,200
Communications	\$7,000
Total	\$150,000

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Exhibit C

Code of Ethics for Pew Grantees/Scholars/Fellows

The Pew Charitable Trusts (Pew) is committed to workplaces that demonstrate the highest level of integrity and professional standards, and promote a positive, equitable and creative environment, including freedom from harassment and discrimination. These commitments reflect our institutional values. We work to adhere to them internally through our policies, employment and management practices and externally through a variety of methods including our grants and contract agreements.

As we seek to ensure that these principles are present in the work that we fund, we have developed this Code of Ethics for our grantees, fellows and scholars. We ask that you join Pew in our commitment to assuring positive, inclusive and highly professional workplaces by adhering to the terms of this Code. Adherence to this Code of Ethics is mandatory for all grantees/fellows/scholars.

Pew grantees/fellows/scholars are expected to abide by the following specific values and standards, in addition to complying with all applicable workplace laws and regulations.

Personal, Professional, and Scientific Integrity: A working environment that values dignity, respect, fairness, and rigorous adherence to scientific and research standards, and the highest professionalism.

Nondiscrimination and Inclusiveness: Prohibition of discrimination based on gender, race, religion, national origin, citizenship, age, sexual orientation, gender identity or expression, disability, protesting discrimination and any other characteristic protected by national, state or local law (collectively “Protected Characteristics”). It is expected that those accepting Pew funding will take meaningful steps to promote inclusiveness in their work.

Positive and Productive Work Environment: Ensuring that all employees are treated with respect, and that sexual or any other form of harassment is not tolerated. Harassment on the basis of Protected Characteristics is prohibited.

Legal Compliance: Demonstrate knowledge of and compliance with all applicable laws and regulations.

This Code of Ethics is, by necessity, general in outlining broad ethical principles. We will be guided by it as well as by other relevant standards for the charitable sector when responding to specific issues not explicitly mentioned above. Pew reserves the right to terminate their relationship with any grantee, to the extent permitted by law and consistent with contractual obligations, if at any time Pew makes a determination, in its sole discretion, that the grantee/fellow/scholar has engaged in behavior that contravenes this Code of Ethics.

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Exhibit D

**REQUIRED TERMS AND CONDITIONS FOR INTERNATIONAL GRANTEES
AND PROJECTS.**

1. Non-U.S. Grantee. Grantee certifies that Grantee is not a United States person for United States tax purposes. To the extent Grantee's work under a Agreement may be performed in, or require travel to, the United States, Grantee agrees to advise Pew at least five (5) business days in advance and take all necessary steps to ensure compliance with the United States laws regarding tax reporting for United States source income.
2. Non-U.S. Taxes. Grantee shall be responsible for determining and paying any value added tax (VAT) or similar tax of any jurisdiction that applies to (i) Grantee's payments to any Subcontractors and (ii) work rendered by Grantee hereunder, if applicable. If Grantee receives a refund for VAT or similar tax paid for which Grantee has received payment or reimbursement from Pew, Grantee shall refund such payment or reimbursement to Pew within thirty (30) days of Grantee's receipt of such refund.
3. International Personnel. Grantee alone is responsible for all potentially due and payable claims of foreign authorities, under whatever name and based on whatever position, related to withholding and/or remitting payroll tax and employee insurance contributions, including any penalties and interest due on said tax and/or contributions in connection with work performed by Grantee under this Agreement. Grantee shall fully assist Pew in proving to the foreign authorities, or else to reach agreements with these authorities, that Pew is not obliged to withhold payroll tax and/or to remit employee insurance contributions in connection with this Agreement. Pew reserves the right to withhold payroll tax and/or employee insurance contributions on any payment to Grantee if a foreign authority at any point in time adopts, or there is a risk that it might adopt, the position that Pew must remit payroll tax and/or employee insurance contributions.
4. Compliance with Laws. Pew is relying on Grantee's representation that there is no legal impediment to Pew's engagement of Grantee as a grantee hereunder, whether under the laws of United States or any other jurisdiction. Grantee further represents and warrants to Pew that Grantee has complied and shall continue to comply with (and shall require all personnel engaged by personnel in connection with this Agreement to comply with) all local, state, federal and international laws or requirements, including, without limitation, those regarding authority to conduct business, permits, licenses, tax withholding and payments, employment, reporting, data protection and contacts with government officials, that apply in connection with this Agreement. Grantee shall provide Pew with copies of all documents requested by Pew to verify Grantee's representations set forth herein.
5. Anti-Corruption and Export/Import Requirements.

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- a. Grantee represents, warrants and covenants that it will comply with, and shall ensure that its owners, directors, managers, officers, employees, subcontractors, subgrantees, agents and representatives comply with, the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §§78dd-1 et seq.) (FCPA), UK Bribery Act, as amended, and any other applicable anti-corruption laws or regulations in all matters relating to this Agreement. Grantee represents, warrants and covenants that neither it nor any of its owners, directors, managers, officers, employees, subcontractors, subgrantees, agents or representatives has made, offered, promised or authorized or will make, offer, promise or authorize, in connection with the activities contemplated in this Agreement or with any other transactions involving Pew or its affiliates, any payment or transfer of anything of value, directly or indirectly, to any person for the purpose of influencing any act or decision of such person or securing an improper advantage to assist in obtaining or retaining business.
- b. Grantee is not and will not be, and none of Grantee's owners, directors, managers, officers, employees, subcontractors, subgrantees, agents or representatives or the immediate families of the foregoing are or will be, a Restricted Person. Grantee represents and warrants to Pew that no ownership interest, direct or indirect, in Grantee, is held or controlled by or for the benefit of any Restricted Person. "Restricted Person" means (i) any officer or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, instrumentality, or public international organization; or (ii) any political party or official thereof or any candidate for a political office.
- c. No payment under this Agreement will be: (i) made in cash or via bearer instrument; (ii) made to any person other than the Parties; (iii) other than reasonably commensurate with the services or activities performed in accordance with the terms of this Agreement; or (iv) used for any activity or purpose that might violate the FCPA or other applicable anti-corruption laws or expose either Party to liability under the FCPA or such other applicable laws.
- d. Grantee shall maintain (and shall cause its personnel to maintain) appropriate and accurate records related to activities and services performed in accordance with the terms of this Agreement, including appropriate documentation of costs incurred and payments and other disbursements made related to such activities. At the request of Pew, Grantee shall promptly make available to Pew such records.
- e. Grantee agrees that, should it learn or have reason to know that it or any of its owners, directors, managers, officers, employees, subcontractors, subgrantees, agents or representatives has violated the FCPA, any other applicable anti-corruption law or regulation, or this Section 5, Grantee will immediately notify Pew in writing.

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- f. Without limiting any other provision of this Agreement, if Grantee violates the FCPA, other applicable anti-corruption laws or regulations, or this Section 5, Grantee shall be deemed to be in material non-compliance with this Agreement, and Pew may immediately terminate this Agreement, and Section 20(c) of this Agreement shall apply.
 - g. Grantee agrees to comply (and shall cause its personnel to comply) with the International Traffic in Arms Regulations (ITAR) of the U.S. Department of State, the Export Administration Regulations (EAR) of the U.S. Department of Commerce (including the anti-boycott provisions), and all sanctions and embargoes administered by the Treasury Department's Office of Foreign Assets Control (U.S. Sanctions and Export Control Laws). Grantee acknowledges that, in addition to trade in goods, the transfer of technical data and services may be subject to United States Government restrictions, review and approval. Each Party agrees to comply with such restrictions, and if an approval is obtained or available, any limitations and provisos imposed. Grantee acknowledges that because Pew is a United States person operating in the United States, U.S. Sanctions and Export Control Laws may apply regardless of whether the Grantee is a United States person. Accordingly, Grantee agrees to adhere to the restrictions and limitations imposed under the U.S. Sanctions and Export Control Laws as if they are United States persons.
 - h. Information furnished by either Party may contain technical data as defined in the ITAR (at 22 CFR 120.10) or controlled technology as defined in the EAR. Such technical data or controlled technology shall not be exported, disclosed, or transferred to any foreign person (defined to include all non-U.S. citizens and permanent residents) (in the U.S. or abroad) without proper authorization. If technical information or technology delivered under this Agreement is subject to United States export control laws, Grantee shall be responsible for identifying such control status in writing to Pew.
 - i. Nothing in this Agreement will be construed as a license to export or import controlled technical data or technology or to permit any disclosure in violation of law, regulation, or U.S. Government policy.
 - j. Fines and penalties imposed on Grantee or Pew as a result of failure of Grantee to comply with U.S. Sanctions and Export Control Laws, FCPA or other applicable anti-corruption laws and regulations will be paid or reimbursed by Grantee. Grantee has the obligation to seek mitigation of any assessed penalties or fines to the extent possible.
6. Anti-Terrorism. Grantee certifies that it does not, and will not, promote or engage in violence or terrorism. Further, Grantee agrees that it shall at all times comply (and cause its personnel to comply) with all relevant laws prohibiting transactions with individuals and organizations associated with terrorism, including, without limitation, Executive Order 13224 and the Patriot Act. Without limitation, Grantee agrees that, prior to any payment being incurred or made pursuant to this Agreement, it will ensure

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that the payee is not on the “Specially Designated Nationals” list maintained by the United States Treasury Department's Office of Foreign Assets Control or on a terrorist list maintained by the United Nations or the European Union, or is owned or controlled by a party on one of these lists.

7. Travel. It is understood and agreed that the activities set forth in this Agreement may involve travel outside of Brazil (Travel). In connection therewith, Grantee shall, at its sole expense, obtain all visas and permits (including, without limitation, work or research permits) that may be required under applicable law in connection with the Travel.