

Supporting Entity Agreement

This Supporting Entity Release Agreement (“**Agreement**”) is made as of October, 1st, 2024 (the “**Effective Date**”) by and between Schmidt Ocean Institute (“**SOI**”), a Washington nonprofit corporation, having its principal address at 555 Bryant Street, #374, Palo Alto, CA 94301, and Departamento de Oceanografia e Ecologia, CCH, Universidade Federal do Espirito Santo (“**Supporting Entity**”), having its principal address at Av. Fernando Ferrari, 514, Goiabeiras, Vitoria, ES, Brazil 29075-910. SOI and Supporting Entity are sometimes referred to individually as a “**Party**” and, collectively, as the “**Parties**”)

Schmidt Ocean Institute, a 501(c)(3) private foundation, has selected the project (“**Cruise Project**”), proposed by National Geographic Society (“**Lead Entity**”), for a science research cruise (“**Cruise**”) scheduled to occur December 14, 2024 – January 3, 2025 (“**Cruise Period**”) aboard SOI’s research vessel *Falkor (too)* (“**Vessel**”).

As a condition of participation in the Cruise, SOI requires that the Supporting Entity of any cruise participant expressly agree to and comply with SOI’s indemnification, insurance, and data release requirements as set forth below.

Now therefore, as consideration for participation in the Cruise by employees, agents, contractors, students, volunteers, or other affiliates of Supporting Entity (“**Supporting Entity Parties**”), Supporting Entity hereby agrees as follows:

1) **Indemnities.**

(a) SOI agrees to be responsible for, defend, indemnify and hold harmless (collectively, “**Indemnify**”) Supporting Entity and Supporting Entity Parties from and against all losses, damages, liabilities, liens, claims, demands, actions, settlements, judgments, costs, expenses, fines, penalties and suits (including reasonable legal fees and costs) (collectively “**Claims**”) arising from and/or related to (1) the injury, illness or death of any employee, agent, representative, or contractor of SOI or SOI’s affiliates (collectively, “**SOI Parties**”), (2) damage to and/or loss of any property owned, leased, provided by or under the direct control of (“**Owned**”) by SOI Parties (including but not limited to the Vessel), and/or (3) any discharge/release of petroleum or other hazardous substance from any property Owned by SOI Parties (including but not limited to the Vessel), in each in each case other than for any Claims to the extent they resulted from the gross negligence or willful misconduct of Supporting Entity or Supporting Entity Parties.

(b) Supporting Entity agrees to Indemnify SOI and SOI Parties from and against all Claims arising from and/or related to (1) the injury, illness or death of any Supporting Entity Parties, (2) damage to and/or loss of any property Owned by Supporting Entity or Supporting Entity Parties (including but not limited to any of its/their equipment on the Vessel), and/or (3) any discharge/release of petroleum or other hazardous substance from any property Owned by Supporting Entity or Supporting Parties (including but not

limited to its/their equipment on the Vessel), in each case other than for any Claims to the extent they resulted from the gross negligence or willful misconduct of SOI or SOI.

2) **Insurance.**

(a) SOI and Supporting Entity (for itself and other Supporting Entity Parties), each agree to procure and maintain, or cause to be procured and maintained, at such Party's own expense including premiums, deductibles and all other policy related charges, the following policies of insurance at all times hereunder:

Supporting Entity Insurance Requirements

(1) Property Insurance: The supporting entity does not hold property or equipment insurance.

(2) Employee and other participants insurance: The employee holds a Brazilian Federal Government public insurance for Workers Compensation and Employer's Liability insurance, including coverage for medical treatment and salary during treatment if necessary.

(3) Third Party Liability: The supporting entity does not hold Comprehensive General Liability insurance.

SOI Insurance Coverage

(1) Employee insurance: Workers Compensation and Employer's Liability insurance with respect to its employees, including coverage under applicable state acts as well as the U.S. Longshore Act, with statutory limits for workers compensation and limits of at least one million United States Dollars (\$1,000,000 USD) for employers liability and Maritime Employers Liability with minimum limits of five million United States Dollars (\$5,000,000 USD) per occurrence.

(2) Third party liability: Marine General Liability insurance, written on an occurrence basis and including express contractual liability coverage, with minimum limits of at least five million United States Dollars (\$5,000,000 USD) per occurrence for on-shore and contractual liability;

(3) Protection and Indemnity: Coverage for third party liability aboard the vessel, with limits of at least five million United States Dollars (\$5,000,000 USD).

3) **Data Release.** The Parties understand that a material condition of this Agreement is that Supporting Entity makes the data, research, knowledge and other academic information developed in the course of the Cruise Project freely accessible to SOI, affiliates of SOI, and the public generally. In addition, Supporting Entity will make such data, research,

knowledge and other information available consistent with typical academic practices as allowed by law.

4) **Publications and External Communications.**

- (a) Supporting Entity shall ensure all formal and/or academic publications that result from work under this Agreement will acknowledge SOI's support and collaboration in connection with the Cruise Project. Please notify SOI regarding all publications using SOI-supported data collection at data@schmidtocean.org.
- (b) Supporting Entity will acknowledge "Schmidt Ocean Institute" in all external communications or acknowledgements concerning the Cruise Project or activities under this Agreement as well as obtain SOI's prior written approval before: (a) issuing a formal press release regarding this Cruise Project; and (b) any public use of SOI's logo. Please email your request to outreach@schmidtocean.org ten (10) days in advance to provide SOI an opportunity to review and comment.

5) **Use of Name.** Neither Party shall use the name of the other Party, nor the name of any affiliate, partner, faculty member, employee, contractor, or student of the other Party, in any way that is false or that might reasonably be expected to denigrate, disparage, ridicule, or defame the goodwill or reputation of such Party.

6) **Required Training.** All Supporting Entity Parties sailing aboard Vessel must have the following certificates / documents before arrival at Vessel:

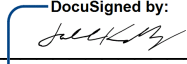
- (a) Satisfactory written evidence of formal participation in Basic Training in Sea Survival Techniques or Personal Survival Techniques, as outlined in Table A1-1 of the STCW Code. The in-water practical portion of the survival training course must be completed.
- (b) Letter or other document from a licensed medical practitioner that clearly states the individual is fit to perform their work in a shipboard environment. The letter or document must not be older than six months at the beginning of the first work period on board the Vessel.

7) **People & Equipment applicable to this Agreement:**

DR ANGELO FRAGA BERNARDINO

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the date set forth above and when executed by their duly authorized representatives.

SCHMIDT OCEAN INSTITUTE

By:  _____
Name: John Kelly
Title: CFO

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By: _____
Name: Eustáquio V. R. de Castro
Title: Dean