

MEMORANDUM OF UNDERSTANDING

BETWEEN OFFICES OF THE
U.S. DEPARTMENT OF COMMERCE

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

OCEANIC AND ATMOSPHERIC RESEARCH

AND

OCEANOGRAPHIC RESEARCH & EXPLORATION FOUNDATION

1. PARTIES AND PURPOSE

This non-binding Memorandum of Understanding (this “**MOU**”) memorializes a proposed working arrangement between the **National Oceanic and Atmospheric Administration (“NOAA”)** and **Oceanographic Research & Exploration Foundation (“OceanX”)**.

NOAA is a science-based federal agency within the Department of Commerce with regulatory, operational, and information service responsibilities with a presence in every US state and territory. Through its long-standing mission of science, service, and stewardship, NOAA generates tremendous value for the Nation — and the world — by advancing our understanding of and ability to anticipate changes in the Earth's environment, by improving society's ability to make scientifically informed decisions, and by conserving and managing ocean, coastal, and Great Lakes' resources.

OceanX is a 501c4 social welfare organization founded to conduct research and explore the ocean and bring it back to the world. By combining science and media, OceanX aims to evoke a broader understanding, passion, and stewardship of the world's oceans. It unites researchers, scientists, and filmmakers to employ cutting-edge technology to produce original scientific research and compelling storytelling.

Acknowledging the shared values of both organizations, this MOU is designed to identify opportunities for collaboration and articulate actions to achieve common goals. For the avoidance of doubt, and notwithstanding anything to the contrary contained elsewhere in this MOU, no legally binding obligations shall be created with respect to either party hereto by this MOU. Any specific activity requiring a substantial commitment of resources, whether in-kind or requiring a transfer of funds, shall be documented as detailed in Section 4.

2. COLLABORATIVE ACTIVITIES

The parties therefore intend to:

a. Provide each other with relevant updates and meet at least annually to share objectives, plans, and needs for both the current year and the following three year period. In sharing these objectives and plans, the parties will endeavor to provide mutual assistance within their respective abilities to do so.

b. Share data and scientific information resulting from cruises, expeditions, and campaigns, to the best extent practicable. In the event of joint expeditions, the parties will agree upon the sharing of data, and the sharing of imagery in accordance with the best interests of the parties. Data and scientific measurements are distinguishable from photo and film records of the expedition, and each party will comply with its respective procedures including any required documentation for sharing information.

c. NOAA may provide, as practicable, access to subject matter experts, vessels and other equipment, technology expeditions, and mission results, as well as shoreside facilities and

programs throughout the mission portfolios of oceans, weather, climate, and coastal science, and mission programs such as but not limited to the Ocean Exploration, Ocean Acidification, Ocean Observing, National Marine Sanctuaries Program, Sea Grant, Coastal Zone Management, Estuarine Research Reserves, Climate, Satellite, and other programs.

d. OceanX may provide, as practicable, access to vessels, technology and other equipment for NOAA and related or sponsored scientists, for participation in expeditions.

e. NOAA and OceanX may undertake joint expeditions, exchange personnel, and conduct engagements of personnel to share methods of operation related to the missions.

f. NOAA will advance the public understanding of the OceanX mission and partnership, as OceanX will advance the public understanding of the NOAA mission and partnership in all cases of joint projects, and as practicable in general.

g. Where appropriate and following a mutually agreed upon approval process, engage in cross promotion of their activities across various media platforms.

h. Designate key points of contact and establish their own reporting mechanisms to ensure the relationship is professionally managed and mutually beneficial.

i. The parties may, from time to time, further specify projects or areas of interest in greater detail in one or more annexes to this MOU.

3. AUTHORITY

The authorities for NOAA to enter into this MOU and conduct these activities are:

33 U.S.C. 883d, which authorizes NOAA to conduct investigations and research in geophysical sciences.

33 U.S.C. Section 883e, which authorizes NOAA to enter into agreements with any public or private organization and to establish the terms of any agreement entered into under this section.

4. IMPLEMENTING OF COLLABORATIVE ACTIVITIES

NOAA and OceanX may enter into appropriate implementing arrangements which, depending on the purpose of the activity, may include agreements, contracts, or financial assistance to carry out the collaborative activities described in Section 2 above.

5. TERMS AND CONDITIONS

NOAA's participation in this MOU is subject to the availability of appropriations as well as applicable NOAA and Department of Commerce policies and procedures.

6. TERM OF MOU AND AMENDMENTS

This MOU will become effective on the date signed by both parties. Unless sooner terminated, this MOU will terminate three years from the effective date hereof.

This MOU may not be modified, changed, extended or otherwise amended except pursuant to a written agreement signed by the parties hereto.

7. TERMINATION

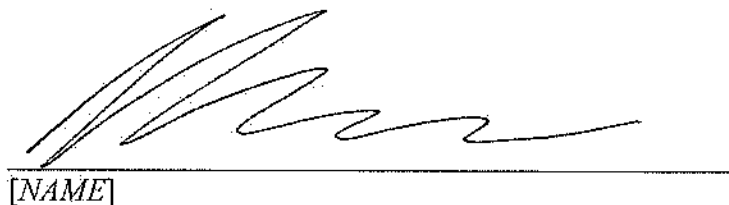
This MOU may be terminated by either party with 30 days written notice.

FOR NOAA


[NAME]

Date 9 MARCH 2023

FOR OCEANOGRAPHIC RESEARCH & EXPLORATION FOUNDATION


[NAME]

Date 9 march 2023