**Agreement on Management of a Project**

**on NF-DeepStar Joint Ocean Innovation R&D Program in 2019**

This Agreement (“Agreement”) is made and entered into as of the date that the Agreement is signed by and between OOC DeepStar, with a place of business at 1201 Lake Robbins Drive The Woodlands Texas 77380 (“DeepStar”) and «LEGAL\_COMPANY\_NAME», having a place of business at «ADD1», «ADD2», «CITY», «STATE» «ZIP», «COUNTRY», , a «PLACE\_OF\_INCORPORTATION» corporation (“Contractor”)

Whereas, the parties have and enter the Agreement for the following purpose:

1. The Contractor conduct a project «Project Name» under the NF -DeepStar joint Ocean Innovation R&D program (“NF-DeepStar program”). Outline of the project is attached in Exhibit A.
2. Contractor pays US$XXX,XXX to OOC DeepStar before the start of the project as a management fee. The fee is fixed price and will not be repaid and/or refunded in case of any change of the project and cost.
3. Management of the project: Throughout the term of the Project, Contractor shall submit to DeepStar by-monthly written reports detailing technical progress reports, future plans, schedule updates for each project. An initial work plan, and schedule shall be submitted by Contractor within (10) days of the effective date of this Agreement which covers plans for the first quarter of project activity. DeepStar and Contractor shall agree, in writing, on the criteria for its acceptance of Deliverables ("Acceptance Criteria"). Upon completion of Project, Contractor shall promptly submit a final report of all of the work done hereunder. DeepStar shall set overall policy. DeepStar shall approve work plans, schedules for Project and revisions thereto, if necessary. DeepStar shall approve all reports relating to Project. DeepStar shall approve the Deliverables and Acceptance Criteria. The reports will be shared with the Nippon Foundation (NF) if necessary.
4. Contractor shall indemnify, defend, and hold harmless OOC, DeepStar, DeepStar Parties, DeepStar Parties' Affiliates and the agents and employees of any of them (the "Indemnitees") from and against any and all loss, damage or liability to any of them (including, without limitation, taxes, penalties and interest) resulting from Contractor's failure to comply with the provisions of this contract.
5. Confidential Information and Intellectual Property:

During the performance of Project work hereunder, it may be necessary for DeepStar, or DeepStar members to make confidential technical or business information ("Proprietary Information") available to Contractor. Contractor agrees to use all such Proprietary Information solely for the performance of Project work hereunder and to hold all such information in confidence and not to copy or disclose same to any third party without the prior written consent of DeepStar. There shall be no obligation for Contractor to safeguard such confidential information if it can show that such confidential information:

i) is or becomes publicly available through no fault of Contractor;

ii) was known by Contractor or its Affiliates prior to receipt or development of such Proprietary Information pursuant to this Agreement;

iii) is disclosed to the Nippon Foundation within the scope of the project according to the request by the Nippon Foundation;

iv) is independently developed by or for Contractor or its Affiliates without use of the relevant Proprietary Information, as evidenced by written documentation; or

v) is disclosed to Contractor or its Affiliates on anon-restrictive basis without misappropriation of any trade secrets and without any direct or indirect breach of confidentiality.

Technical or business information and all other work product developed by Contractor within the project hereunder shall be Contractor’s property. Contractor and/or Contractor's personnel shall promptly and fully disclose technical and business information, inventions, discoveries and improvements to DeepStar and shall cooperate with DeepStar as may be reasonably required for conduct of the management of the project. DeepStar shall hold the technical and business information, inventions, discoveries and improvements that the contractor discloses in confidence and not use them for any third party without the Contractor’s written agreement.

1. Title and ownership to all NF - DeepStar joint Ocean Innovation R&D program Deliverables, excluding Donated Information, shall be jointly and severally owned by DeepStar, its members and the Nippon Foundation. Each member and their Affiliates may use and/or further develop the Deliverables for their own purposes without requiring prior approval of the other members.
2. Termination Terms: This Agreement shall be in effect from date of executed thru the date of one year from the executive date, unless either party elects to terminate for any reason and with or without cause by giving the other at least ten (10) days prior written notice. In any case DeepStar does not have any responsibility for refunding the management fee.
3. Warranty Disclaimer: the study products will be made available to the Participants on an “as-is” basis, without any warranty. All warranties express or implied, of the OOC DeepStar, including but not limited to implied warranties of merchantability and fitness for a particular use, are specifically excluded. In no event, whether as a result of a claim arising in contract, tor, or otherwise, will the OOC be liable for damages, including consequential damages, resulting in or arising from the use of any information contained in the study products, even if OOC DeepStar has been advised of the possibility of such damages. If OOC DeepStar is so advised, it will make reasonable efforts to so notify any affected Participants.

Please signify your understating and acceptance of the foregoing by having an authorized representative sign in the space provided below.

Contact names and addresses:

For Contractor For OOC

Name: Evan Zimmerman

Title: OOC Director

Physical Address: 1201 Lake Robbins Drive, the Woodlands Texas 77380 Allison Tower Suite

Email Address: evan@zimmerman-co.com

Executed as of the latest date written below.

COMPANY\_NAME Offshore Operators Committee (OOC)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 (Printed name) (Printed name)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A

Scope of Work

«Project Number, Project Name»

Champion:

PI:

Project Manager: Joseph Gomes

### Project Abstract:

### Project Objective:

### Project Scope of Work:

### Project Deliverables:

## Standard Project Deliverables:

Project Overview – 1 Page PowerPoint

Project Schedule – Gantt Chart w/ Major Milestones & Deliverables

Project by-Monthly Summary – Due first Friday each Month

Project Short Presentation – 5 Page PowerPoint

Executive Summary – Project Value Statement (1-3 Pages)

Presentations – Any Project Meeting, Final Presentation – PowerPoint

Final Documents – Final Report (Narrative) & Final Presentation (PPT)

Project Publication / Technology Transfer Request – If applicable (Requested 90 Days in advance)

### Project Schedule and Cost:

The proposed scope of work detailed herein exclusive of final industry workshop is expected to be completed within a XX-month period.

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| --- | --- | --- |
|  |  | Milestone Completion |
|  |  | Completion of contract, and receipt of the project plan with components. |
|  |  | Completion of half the tests and initial results |
|  |  | Receipt of all Project Deliverables, Completions of final documents which includes; Final Report and a Final Presentation and Test Data |