

8822

Supporting Entity Agreement

This Supporting Entity Release Agreement ("**Agreement**") is made as of December 14, 2025 (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 the Universidad de la República ("**Supporting Entity**"), having its principal address at 18 Av. 18 de Julio 1824, 11200 Montevideo, Uruguay. 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 entitled "Life in Extremes," ("**Cruise Project**"), proposed by Principal Investigator, Maria Emilia Bravo, ("**PI**"), of University of Buenos Aires ("**Lead Entity**"), for a science research cruise ("**Cruise**") scheduled to occur December 14 2025– January 10, 2026 ("**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 Indemnification of Supporting Entity.** SOI agrees to be responsible for, and to defend, indemnify and hold harmless Supporting Entity, its affiliates, officers, directors, employees, contractors, agents, students, volunteers, and representatives from and against (including legal fees and costs), all loss, damage, liability, lien, expense, fine, or penalty to the extent arising from and/or related to suits or claims arising from (1) the physical injury, illness or death of any employee, agent, representative, or contractor of SOI or SOI's affiliate, (2) damage to and/or loss of any property owned or leased by SOI or SOI's affiliate or contractor (including but not limited to the Vessel), (3) any discharge/release of petroleum or other hazardous substance from any property owned or leased and controlled by SOI or SOI's affiliate or contractor (including but not limited

to the Vessel), and/or (4) claims related to the harassment, discrimination or bullying by an SOI or SOI affiliate employee, agent, representative or contractor, in each case of (1) - (3), howsoever caused or arising and regardless of any fault, negligence and unseaworthiness whatsoever.

(b) **Supporting Entity Indemnification of SOI.** Supporting Entity agrees to be responsible for, and to indemnify and hold harmless the Vessel, SOI, its affiliates, officers, directors, employees, contractors, agents, students, volunteers, and representatives (collectively, "**SOI Parties**") from and against (including legal fees and costs), all loss, damage, liability, lien, expense, fine, or penalty to the extent arising from and/or related to suits or claims arising from (1) the physical injury, illness or death of any employee, agent, representative, or contractor of Supporting Entity, any Supporting Entity Parties, (2) damage to and/or loss of any property owned or leased by Supporting Entity or any Supporting Entity Parties (including but not limited to any equipment on the Vessel belonging to the foregoing), (3) any discharge/release of petroleum or other hazardous substance from any property owned or leased and controlled by Supporting Entity, any Supporting Entity Parties (including but not limited to equipment on the Vessel of the foregoing), and/or (4) claims related to the harassment, discrimination, or bullying by a Supporting Entity employee, agent, representative or contractor, in each case of (1) - (3), howsoever caused or arising and regardless of any fault, negligence and unseaworthiness whatsoever.

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: All-risk first party insurance with respect to all property owned or leased by such Party or such Party's subcontractors, to the full replacement cost thereof.

(2) Employee and other participants insurance: UDELAR provides a base life insurance policy of UY\$ 42,000 to all its employees, with 24/7 worldwide coverage. This can be supplemented with individual plans offering increased benefits for natural death (ranging from UY\$263,000 to UY\$590,000 depending on the plan) and accidental death (ranging from UY\$526,000 to UY\$1,180,000). Coverage also includes disability benefits for accidents (with a 65-year age limit) and illnesses (with a 55-year age limit).

(3) Third Party Liability: Supporting Entity's policy does not cover contractors or subcontractors, Supporting Entity will assure that contractors or subcontractors maintain this minimum level of insurance

(b) To the extent legally permissible, Marine General Liability and Property Insurance should include SOI as an Additional Insured.

(c) Prior to the start of Cruise Period, Supporting Entity shall furnish to SOI copies of Supporting Entity's policies required under this paragraph, as well as certificates of insurance evidencing compliance with the requirements of this Section 2. The certificates shall expressly state that SOI shall be given thirty (30) calendar days prior notice of any change in, or cancellation of, the policies.

(d) All insurance coverage procured by Supporting Entity as required above shall, to the extent reasonably commercially available, include a waiver of subrogation in favor of the non-procuring party and its subcontractors.

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.** Supporting Entity grants to SOI an irrevocable, royalty-free, paid up, worldwide, perpetual, non-exclusive, right and license to use and distribute the data created during the Cruise in furtherance of their tax-exempt purposes.

4) **Intellectual Property.**

(a) **"Intellectual Property"** shall mean all intellectual property including inventions, discoveries, know-how, data, drawings, reports, as well as the entire right, title, and interest in and to: patents, copyrights, trademarks, and trade secrets; and all prosecution and all ownership rights to any improvements, derivatives, and alternate embodiments, whether conceptual or otherwise. The entire right, title and interest in patents extends to all patent applications and related inventions, including all improvements, variations, derivations and inventive subject matter directly or indirectly related to the patent application and inventions, and to all provisional or nonprovisional patent applications or issued patents that may be filed or granted in furtherance of the Cruise Project. Without limitation, this includes all reissues, divisions, continuations, continuations in part, and extensions of the patent applications or patents, or any other form of protection for the inventions related to the patent application, in the United States, and foreign countries; all rights of action arising from the inventions and all applications and patents on the inventions; and all claims for damages by reason of past and future infringement of the inventions and all applications and patents on the inventions, and the right to sue and collect damages for such infringement. **"Foreground IP"** shall mean all Intellectual Property conceived, reduced to practice, or developed for the purpose or in furtherance of the Cruise Project. For clarity, Foreground IP shall not include Background IP or Images. **"Background IP"** shall mean all Intellectual Property (i) owned or controlled by

either Party prior to the Effective Date; or (ii) generated or acquired by either Party at any time independently from the performance of the Cruise Project; or (iii) licensed to either Party by third parties, and which are required for the full and proper performance of the Cruise Project. **"Images"** shall mean all video and still photo images captured during the Cruise, and all Intellectual Property embodied therein. For clarity, Images shall not include video and still photo images captured by Supporting Entity Parties on their own personal smartphones, however such video and still photo images shall remain subject to SOI's Media and Data Release and Waiver of Liability form.

(b) Supporting Entity shall use all reasonable efforts to notify SOI of all Foreground IP and Images, such as, but not limited to: material research results, discoveries and inventions, that arise out of or in connection with the performance and furtherance of the Cruise Project, in writing, and promptly after each such result, discovery or invention is generated or made, or its materiality appreciated. With respect to material inventions and discoveries, such notifications will include a suitable description of the invention, trademark, work of authorship or discovery and will identify all contributing inventor(s) or author(s) thereof.

(c) Supporting Entity grants to SOI and SOI grants to Supporting Entity an irrevocable, royalty-free, paid up, worldwide, sublicenseable, perpetual, non-exclusive, right and license to use the Foreground IP, with the exception of any Images, in furtherance of their tax-exempt purposes, as applicable.

(d) The Parties understand that a material condition of this Agreement is that Supporting Entity makes the data, research, knowledge and other 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.

(e) The copyright for Images shall be the exclusive property of SOI, regardless of the party which captures them. Supporting Entity hereby assigns to SOI all right, title, and interest in and to the Images. Images can be used in other projects by SOI, including in other licensing agreements without prior notification to Supporting Entity. To the extent any Images are not for any reason assigned fully and solely to the SOI, or any such assignment is for any reason ineffective, the Supporting Entity hereby grants to SOI a

sole and exclusive, fully paid up, royalty free, perpetual, worldwide, sublicensable right and license to all Images for any and all uses in any and all media now known or hereafter discovered.

Without limiting the foregoing and subject to the limitations and obligations of any other agreements between SOI and third parties, Supporting Entity may use, copy or otherwise publish Images for its own non-commercial purposes without obtaining SOI's prior written consent. Whenever Supporting Entity uses, copies, publishes or distributes such Images, they will publish thereon or in association therewith an acknowledgement of SOI's copyright in the Images. SOI requests that Supporting Entity immediately notify SOI of any publication of such Images to news or online media. Except as otherwise stated herein, neither Party transfers to the other Party any Intellectual Property owned by the other Party.

5) Publications and External Communications.

(a) Supporting Entity shall ensure all 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 press release or other public announcement regarding this Cruise Project; and (b) any other public use of the SOI's name or logo. Please email your request to outreach@schmidtocean.org ten (10) days in advance to provide SOI an opportunity to review and comment.

6) 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.

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

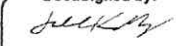
- (a) Satisfactory written evidence of formal participation in Basic Training in Sea Survival Techniques or Personal Survival Techniques, as outlined in Table A1-1 of the STCW Code. The in-water practical portion of the survival training course must be completed.
- (b) Letter or other document from a 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.

8) People & Equipment applicable to this Agreement:

Fabrizio Scarabino

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

DocuSigned by:

CAF79F21EBA446D...
Name: John Kelly
Title: CFO

UNIVERSIDAD DE LA REPÚBLICA

Digitally signed by
HÉCTOR CANCELA BOSI

Date: 2025.11.25 12:25:04
-03'00'
Name: Hector Cancela Bosi
Title: Rector