INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN
THE OCEANOGRAPHY SOCIETY
AND

GEOSCIENCES PROFESSIONAL SERVICES, INC.

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into by and between THE OCEANOGRAPHY SOCIETY (TOS) (hereinafter called "Client"), and GEOSCIENCES PROFESSIONAL SERVICES, INC. (hereinafter called "Contractor"). Contractor agrees to provide the goods or services requested by Client in compliance with these terms and conditions.

A. Client desires to procure the goods or services of Contractor and Contractor is willing to perform the Statement of Work (SOW) described below in accordance with the terms herein.

B. Client wishes to hire Contractor as an Independent Contractor because Contractor possesses the unique skills necessary to provide the services sought under the SOW.

C. The parties desire to enter into this Agreement to set forth the terms and conditions governing the relationship between Client and Contractor.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter contained, and for the duration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. DUTIES.

1.1 Statement of Work. During the term of this Agreement, Contractor shall provide or arrange for the delivery of goods or services (the "SOW") as set forth on Attachment 1 attached hereto and incorporated herein by reference. Contractor has full rights to direct the manner in which the SOW is accomplished, Client being interested only in the results obtained. Upon request of Client, Contractor will provide in a form reasonably acceptable to Client, reports as to the status of the deliverables requested. The SOW and any changes relating to the SOW shall be subject to the mutual written approval of the Client and Contractor.

1.2 Other Activities. Contractor may participate in any other activities without obtaining Client's approval thereof; provided, however, that such other activities do not interfere with Contractor's ability to perform the SOW, do not involve any violation of this Agreement and are not injurious to the business or reputation of Client.

1.3 Tools. Unless otherwise provided, Contractor agrees to provide all materials and equipment necessary to perform the SOW.

2. CONSIDERATION. Contractor shall be compensated for the work performed and/or materials delivered in accordance with the terms and conditions specified below.

2.1 Type of Contract. The SOW will be performed as a Labor Hour Contract.

A Labor Hour Contract provides for the payment of labor costs on the basis of fixed hourly billing rates that includes wages, indirect costs and profit, up to the maximum value of the Contract. The Contractor shall not exceed the ceiling amount without the prior written approval of TOS.

Labor will be performed at an hourly rate of $100.00 per hour for a total cost not to exceed $6,134.

2.2 Reimbursement of Costs. Contractor shall request payment for work performed on an invoice. Invoices shall be submitted within (1) month after the month in which services were rendered and submitted to Accounts Payable, The Oceanography Society, info@tos.org. A final invoice shall be designated as "FINAL" and submitted within 60 days after the work is completed. Each invoice shall include:

- Name and address of the contractor
- Invoice date
- Dates work was performed
- Description, quantity, unit price and total for labor

3. CONTRACTOR RELATIONSHIP. Contractor's relationship with Client is that of an INDEPENDENT CONTRACTOR and not that of an employee, agent or partner. In that regard, neither party to this Agreement shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability on behalf of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an employment relationship, an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon any party. The Contractor will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Contractor's performance of the SOW and receipt of fees under the Agreement, and the performance of the SOW by its employees, personnel and agents, as applicable. Because Contractor is an INDEPENDENT CONTRACTOR, Client will not withhold or make payments for social security or any other purpose; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Contractor's behalf. Accordingly, Contractor expressly agrees that neither it nor its successors, assigns and heirs is entitled to receive any rights, privileges, or benefits from Client except as provided herein, and Contractor hereby waives any claims to benefits provided to employees of Client. Contractor agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Contractor under this Agreement.

4. CONTRACTOR COVENANTS. Contractor covenants: (a) to use its best efforts to diligently perform the SOW; (b) to perform the SOW in accordance with the highest standards of the industry; (c) to identify itself as a Contractor of Client when making contact with Client's Clients or other third parties, as may be required in the performance of the SOW under this Agreement; and (d) to disclose to its employees, personnel and agents, as applicable, the true nature of its relationship with Client, and shall not represent itself to them or to any other person or entity as having, and shall not have, the authority to bind or obligate Client in any manner.

5. CERTIFICATION RESPONSIBILITIES. Notwithstanding the agency provisions of Article 3, "Contractor Relationship" and the provisions of Article 4(d), TOS may grant authority to Contractor, and Contractor may accept said authority, to act in a limited capacity as an agent for TOS by representing TOS as:

(a) An Authorized Organizational Representative (AOR) or Signing Official (SO) for the express purpose of certifying the accuracy and completeness of statements contained in Federal proposals, as well as to certify that TOS agrees to accept the obligation to comply with grant/contract terms and conditions. The granting and acceptance of this limited authority shall in no way alter Contractor's relationship with TOS, which is that of an Independent Contractor.

(b) A Financial Administrator to request electronic funds transfers for awards from Federal agencies and prepare, certify and submit required financial reports. The granting and acceptance of this limited authority shall in no way alter Contractor's relationship with TOS, which is that of an Independent Contractor.

6. TERM AND TERMINATION. "TERM AND TERMINATION. This Agreement shall commence on October 1, 2022 and expire on September 30, 2023. The parties may terminate this Agreement prior to the stated termination date in the following manner:

(a) By Contractor. Contractor may, with or without cause, terminate this Agreement effective not less than thirty- (30) days after written notice has been delivered to Client. In the event Contractor terminates this Agreement without cause, Contractor shall be entitled to payment for properly invoiced work in process, work completed, and expenses incurred up to the date of termination. The parties shall negotiate a fair and reasonable settlement to cover damages, if any, incurred by Client, and documented in writing by Client, that are due to Contractor's early termination.

If Contractor terminates this Agreement for gross negligence, misconduct or commission of any unlawful act, or for lack of performance of any term of this Agreement (each action being "For Cause"), upon notification to Client, Contractor shall be entitled to payment from Client within thirty- (30) days for properly invoiced work in process, work completed and expenses incurred up to the date of termination, in addition to other damages that may be available to Contractor by law. In the event however, the default is due to lack of performance with respect to payment of Contractor, Contractor may elect to keep this Agreement in force if payment is received within ten- (10) days of notification.

(b) By Client. Client may, with or without cause, terminate this Agreement effective not less than thirty- (30) days after written notice has been delivered to Contractor. In the event Client terminates this Agreement without cause, Contractor shall be entitled to payment for properly invoiced work in process, work completed, and expenses incurred up to the date of termination. The parties shall negotiate a fair and reasonable settlement to cover damages, if any, incurred by Contractor, and documented in writing by Contractor, that are due to Client's early termination.

If Client terminates this Agreement for gross negligence, misconduct or commission of any unlawful act, or for lack of performance of any term of this Agreement (each action being "For Cause"), upon notification to Contractor, Client shall have no further obligation to pay Contractor for work in process, work completed or expenses incurred until Client has determined the damages, if any, caused to it by Contractor's breach. Should damages be determined, Client shall detail said damages in written notification to Contractor at which time, Contractor shall provide an invoice for unpaid work in process, work completed, or expenses incurred up to the date of termination. The parties may agree to offset all or a portion of the unpaid invoice as payment to Client for damages. Should the amount of the damages be less than the amount of the invoice, Client shall make payment to Contractor for the difference within thirty- (30) days. In the event that the amount of the invoice is not sufficient to offset the loss, Client may pursue collecting damages that may be available to Client by law.

If Contractor fails to satisfactorily produce deliverables as set forth in the SOW, Client shall provide written notice to Contractor detailing the nature of the breach and allow Contractor thirty- (30) days to remedy the situation. If Contractor fails to remedy the situation, then the provisions afforded to Client under termination "For Cause" shall apply."

7. **RETENTION OF RECORDS.** Contractor will maintain, and make available upon reasonable request, its financial records, supporting documents and other records pertinent to this Contract, during performance of, and for a period of three (3) years after the expiration or earlier termination, of the Contract.

8. **RIGHTS TO RESULTS OF GOODS OR SERVICES PROVIDED.** All work produced as a result of this Agreement becomes the property of Client. As such, it cannot be used for any commercial application or submitted for publication without the prior written consent of Client.

9. **CLIENT PROPERTY.** Title to all tangible and intangible property owned by CLIENT and furnished to the Contractor shall remain in CLIENT. Any property owned by CLIENT and in the Contractor's possession or control shall be used only in the performance of this Agreement unless otherwise authorized in writing by CLIENT. Contractor shall adequately protect such property, and shall return such property to CLIENT, or otherwise dispose of it, as directed by CLIENT.

10. CONFIDENTIAL INFORMATION. Any information including, but not limited to, data, business information, technical information, specifications, drawings, sketches, models, samples, tools, computer programs and documentation, written, oral or otherwise (all hereinafter designated "Information") furnished to the Contractor under this Agreement, or in contemplation thereof, shall remain the property of Client and all Information, whether written, graphic or in other tangible or intangible form, shall be returned to Client immediately upon request. Unless such Information was previously known to the Contractor free of any obligation to keep it confidential or has been or is subsequently made public by Client, the Information shall be kept strictly confidential by the Contractor shall be used solely in the performance of the SOW being performed hereunder, and may be used for other purposes only upon such terms as consented to in writing by Client.

11. CONFLICT OF INTEREST. Contractor represents and warrants that it is not a party to any agreement or arrangement that would preclude it from rendering the SOW to Client or otherwise conflict with this Agreement. Contractor shall not accept for Contractor's own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of Contractor's duties. Contractor shall not engage in any business or professional activities, directly or indirectly, that would conflict with the activities assigned under this Agreement or any expected or anticipated future activities. Contractor shall immediately report any potential or suspected violations of this requirement to Client.

12. LIABILITY. Neither party shall accept or assume any liability, including but not limited to, accidents, injuries, illnesses or claims arising out of or related to the other party's performance under this Agreement. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, relating to their respective performance of this Agreement which shall include all liabilities (including attorney's fees), demands, damages, costs, expenses and losses due to any act or acts resulting from (1) any breach of the warranties or representation made by the party herein, (2) bodily injury to or death of a person, (3) loss or destruction to any real or personal property, resulting directly or indirectly from the performance or non-performance of the party's respective duties hereunder or by reason of breach of non-performance of their duties arising out of or relating to their acts or omissions in their performance of this Agreement.

13. FORCE MAJEURE. Neither Party shall be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed because rendered impracticable or impossible due to circumstances beyond its reasonable control, including without limitation earthquakes, fire, flood, labor difficulties, civil disorder, acts of terrorism, computer hacking, and acts of God, provided that the Party experiencing the delay promptly notifies the other Party of the delay.

14. RULES AND REGULATIONS.

14.1 General. Contractor shall comply with all applicable federal, state, local laws and regulations and all applicable orders and regulations of the executive and other departments, agencies, and instrumentalities of the United States.

14.2 Certification. Contractor acknowledges that if this Agreement is Federally funded, Client expressly certifies and agrees, in accordance with 2 CFR Part 200.326, that it, he or she is in compliance with and will comply with the requirements of the federal statutes, rules, regulations and orders below, and will promptly report any suspected or reported violations.

(a) Debarment and Suspension. In accordance with 2 CFR part 180.220 that implements E.O.s 12549 (3 CFR, 1986 Comp., p 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension," Contractor certifies that to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency of the U.S.

Government;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, Contractor shall submit to CLIENT a written explanation prior to execution of this Agreement.

Contractor shall provide immediate written notice to CLIENT in the event of being suspended, debarred or otherwise declared ineligible from covered transactions by any department or other agency of the U.S. Government, or upon notice of a proposed debarment or suspension.

Contractor agrees to secure from its vendors or participants in transactions expected to equal or exceed $25,000, certification that such participants are not suspended, debarred, or otherwise declared ineligible from entering into contracts with any department or agency of the U.S. Government, or in receipt of a notice of proposed debarment or suspension.

(b) If this Agreement is for the performance of experimental, developmental, or research work "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," (37 CFR Part 401) and any implementing regulations issued by the awarding agency shall apply;

(c) If this Agreement exceeds $150,000 The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) each as amended shall apply, and

(d) If this Agreement equals or exceeds $100,000 Lobbying Certification shall apply. In accordance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Contractor certifies, to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor, directly or indirectly, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, cooperative agreement or any other award covered by U.S.C. 1352;

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and

Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly.

15. GOVERNING LAW. This Agreement shall be governed, interpreted and enforced according to the laws of the District of Columbia, without regard to its conflict of laws provisions.

16. DISPUTES. In the event of any dispute or disagreement relating to or arising out of this Agreement or its performance, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable amount of time, the parties shall waive all rights to trial by jury and submit all such claims before a judge of a court having jurisdiction without a jury.

17. ASSIGNMENT.

17.1 This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by the Client without Consultant's consent in the event the Client is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

17.2 If this Agreement is issued under an award from the National Science Foundation (NSF), CLIENT reserves the right to assign this Agreement to any third party should a successor awardee be selected by the NSF.

18. WAIVER AND SEVERABILITY. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing. Any waiver shall extend only to the particular case, and only in the manner specified, and shall not be construed in any way to be a waiver of any further or other rights hereunder. The invalidity or enforceability of any provision of this Agreement, or any application thereof, shall not affect or impair any other provision or the validity or unenforceability of the remainder of this Agreement, or any other application thereof.

19. NOTICES. Notices concerning this Agreement shall be delivered as follows:

For Client:
The Oceanography Society
Attn: Jennifer Ramarui
1 Research Ct, Suite 450-117
Rockville, MD 20850-6252

For Contractor:
Geosciences Professional Services, Inc.
5610 Gloster Road
Bethesda, MD 20816

20. ENTIRE AGREEMENT. This Agreement and all attachments, issued pursuant to this Agreement and signed by both parties, shall constitute the full and complete understanding and agreement between the parties with respect to the subject matter of the agreement, and all prior and contemporaneous agreements and understandings, oral or written, are superseded by the written terms of this Agreement. All modifications must be in writing and signed by the Client and Contractor. No verbal agreements or conversations with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

21. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and may be delivered via facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement below as of the day and year written.

CONTRACTOR:

Geosciences Professional Services, Inc.

By: (b) (6) [redacted]
Signature

Name: Ellen S. Kappel

Title: President

Date: 8/11/22

Address: 5610 Gloster Rd
Bethesda, MD 20816

Phone No.: 301-229-2709

Email: EKAPPEL@GEO-PROSE.com

CLIENT:

The Oceanography Society (TOS)

By: (b) (6) [redacted]
Signature

Name: Jennifer Ramarui

Title: Executive Director

Date: August 12, 2022