



WOODS HOLE OCEANOGRAPHIC INSTITUTION

Our Ocean. Our Planet. Our Future.

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the “Agreement”), effective as of the date of the last signature below (the “**Effective Date**”), is entered into by and between the **Woods Hole Oceanographic Institution**, a Massachusetts tax-exempt, nonprofit corporation described in Section 501(c)(3) of the Internal Revenue Code, having a principal place of business at 266 Woods Hole Road, Woods Hole, MA 02543 (“**WHOI**”) and

a _____, having a principal place of business at _____, (“**Sponsor**”).

WHOI and Sponsor each shall be referred to herein as a “**Party**” and together as the “**Parties.**”

WHEREAS, the purpose of this Agreement is to record the Parties’ mutual understanding with respect to Sponsor’s support of the Ocean Pavilion being administered by WHOI at the United Nations Climate Change Conference (referred to as COP 28) in accordance with the terms and conditions of this Agreement; and

WHEREAS, The Ocean Pavilion will serve as a central hub for conference delegates to exchange ideas about how to address climate change by leveraging the ocean. The aims of WHOI as a tax-exempt US not-for-profit 501(c)(3) organisation, in establishing the Ocean Pavilion, and Sponsor’s support of the Ocean Pavilion as set out in this Agreement, are consistent with Sponsor’s purposes, particularly that of advancing the natural environment.

In consideration of good and valuable consideration received and acknowledged to be adequate, the Parties agree as follows:

Sponsorship. WHOI will provide Sponsor with (or ensure Sponsor is provided with) the following benefits in exchange for Sponsor’s support:

Please select the level of sponsorship. Details on benefits and costs of each sponsorship are outlined in Appendix A.

[Lead Sponsor](#)

[Supporting Partner](#)

[Convening Partners](#)

[Collaborating Partners](#)

1. Pavilion will be managed by WHOI, and all requests for access and exposure will be managed through a minimum of two (2) Pavilion Managers from these two Lead Institutions. Every effort will be made to accommodate all requests. Contact information for Pavilion Managers is as follows:

Leslie-Ann McGee
Senior Program Manager
Director of Special Projects, Marine Facilities and Operations
266 Woods Hole
Woods Hole, MA 02543
781.635.4747
lmcgee@whoi.edu

2. **Sponsorship Term.** The term of this Agreement shall begin on the date this agreement is executed and terminate on December 31, 2023 (the "Term").
3. **Termination.** This Agreement may be terminated by any Party with thirty (30) days written notice to the other Party. If the Agreement is terminated, no Party shall have any further obligation to the other Parties except for payments previously payable under the terms set forth under this Agreement. Any right otherwise set forth herein to use the name, logos and/or marks of the Parties shall end immediately upon the effective date of the termination.
4. **Payment.**
 - (a) In consideration of sponsorship, Sponsor will pay WHOI \$ _____ USD within fifteen (15) days of its receipt of a valid invoice issued by WHOI, which WHOI will use to establish the Ocean Pavilion including under its contract with DMG Events ("DMG").
 - (b) WHOI shall not be obligated to perform its obligations with respect to Sponsor's benefits until all payments due hereunder have been received by WHOI.
5. **Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest that WHOI endorses a particular company, organization or any other entity, including Sponsor, or any other entity's goods or services, including Sponsor's goods or services.
6. **Intellectual Property.**
 - (a) Nothing in this Agreement grants the Sponsor the right to use the name, logos, and/or marks of WHOI for any purpose or in any medium without the prior written consent of WHOI, respectively.
 - (b) Sponsor grants WHOI and their affiliates a limited, nonexclusive, royalty-free right to use any name, logos, and/or marks provided to WHOI by Sponsor for the specific purposes set forth in this Agreement.
7. **Non-Exclusive Sponsorship.** Sponsorship provided by Sponsor in accordance with this Agreement is non-exclusive, and Sponsor understands and acknowledges that WHOI may enter into sponsorships or other similar arrangements with other entities.
8. **Force Majeure.**
 - (a) Except for monetary obligations hereunder, neither Party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, governmental interference, civil commotion, riot, war, terrorism, strikes, labor disturbance, transportation difficulties, labor shortage, pandemics, quarantines or any other cause beyond its reasonable control. The non-performing Party shall use commercially reasonable efforts to avoid or remove such causes of non-performance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

(b) Sponsor hereby acknowledges that WHOI's ability to perform its obligations hereunder are contingent upon DMG performing its obligations under the terms and conditions of the contract between DMG and WHOI. In the event of DMG's breach, WHOI shall promptly notify Sponsor of its inability to perform its obligations, which shall serve as WHOI's notice to terminate this Agreement in accordance with Article 3, with such termination to take effect immediately. Under such circumstances, WHOI shall not be held responsible, nor liable to Sponsor for failure to perform its obligations under the terms of this Agreement.

9. **Indemnification.** Sponsor shall indemnify, hold harmless, and defend WHOI and its officers, directors, employees, agents, affiliates, successors and assigns (each an "Indemnified Party") from and against losses, damages, liabilities, claims, actions, judgments, settlements, awards, reasonable costs, or reasonable expenses, including reasonable external attorneys' fees and the cost of successfully enforcing any right to indemnification hereunder, in respect of any third-party claim, suit, action, or proceeding in respect of bodily injury, death, personal injury, loss of or damage to property, defamation and/or infringement of intellectual property rights (each a "Third-Party Claim") to the extent resulting from the act, negligent act or omission of Sponsor or its employees and/or agents, contractors, and subcontractors and relating to any breach by Sponsor of its representations, warranties, covenants, or other obligations hereunder.
10. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if sent by hand delivery, recognized national overnight courier, confirmed electronic mail (e.g., by means of read receipt or specific acknowledgment by recipient of receipt through responsive email, and sender receives and retains written confirmation by the receiving Party of successful email transmission), or registered or certified mail, with postage prepaid to the following addresses:

Name:
Title:
Email:
Telephone:
Address:

Woods Hole Oceanographic Institution

Name: Kathryn Link
Title: Interim General Counsel, VP for Operations & CFO
Email: klink@whoi.edu
Telephone: 508-289-2661
Address: 266 Woods Hole Road, MS#40
Woods Hole, Ma 02543

11. **Governing Law.** This Agreement shall be construed pursuant to the laws of the Commonwealth of Massachusetts.
12. **Relationship of the Parties.** The Parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this Agreement.
13. **Amendment and Waiver.** This Agreement may be amended, supplemented, or otherwise modified only by means of a written instrument signed by both Parties. Any waiver of any rights or failure to act in a specific

instance shall not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar.

14. **Counterparts.** This Agreement may be signed in any number of counterparts which when taken together constitute one document. Nothing in this Agreement shall create, imply, or evidence any partnership, joint venture, or trust between the Parties, or constitute any relationship of principal and agent or employer and employee. Any invalid part of this agreement will not affect the validity of the remaining parts of the Agreement.
15. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to this subject matter and supersedes all prior agreements or understandings between the Parties, relating to its subject matter.

<Signature page follows>

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Signed for and on behalf of

by its authorised representative

Name:

Title:

Date:

Countersigned for and on behalf of

Woods Hole Oceanographic Institution

by its authorized representative

Name: Jennifer M. Marinella

Title: Director – Grant & Contract Services

Date:



COP 28 Ocean Pavilion Sponsorship/Partnership Tiers

Event Location: Dubai, United Arab Emirates

November 30 – December 12, 2023

Opportunities Available:

Lead Sponsor (\$200K) – Not more than 3

Supporting Partner (\$100K) – Not more than 5

Convening Partners (\$70K)

Collaborating Partners (\$35K*)

**Fee waivers for organizations in developing countries evaluated on a case-by-case basis*

Ocean Pavilion Lead Sponsor (\$200K) – Not more than three

Corporations and other organizations eligible with approval of lead organizers

Ineligible industries: oil and gas, deep sea mining.

Role: Contribute to larger ocean science and ocean as a climate solution conversation. No promotional presentations.

Benefits:

- Category exclusivity
- Option to place up to 4 panelists per week at headline events (up to 8 total).
- Option for up to 4 single-person presentations over the course of two weeks in keeping with scheduled topic areas.
- Logo placement: Top (immediately under Organizing Partner logos, 75 percent size of Organizing Partners).
- Media: Inclusion in press release(s) and other press coverage.
- Conference room access: Priority (up to 2.5 hours/day).
- Branded video: Included in loop (estimated 50+ minutes of screen time/day).
- Pavilion common area: around-the-clock access to seating area. Food and drink as available.
- Pavilion website: logo and link on Pavilion website.
- Email and social media: receive sharable daily updates that may be used to inform Partner staff and stakeholder and promote Partner's participation in the Ocean Pavilion.
- Receptions: 10 invitations.

Supporting Partner (\$100K) – Not more than five (5)

Open to Foundations and other funders (including corporate funders of ocean research) eligible with approval of organizing partners.

Ineligible industries: oil and gas, deep sea mining.

Role: Contribute to larger ocean science and ocean as a climate solution conversation. No promotional presentations.

Benefits:

- Option to place up to 4 panelists per week at headline events (up to 8 total).
- Option for up to 4 single-person or panel presentations over the course of two weeks in keeping with scheduled topic areas.
- Logo placement: Middle (immediately below Lead Sponsors, 65 percent size of Organizing Partners).

- Media: Inclusion in press release(s) and other press coverage.
- Conference room access: up to 1.5 hours/day on first come, first served basis.
- Branded video: Included in loop (estimated 25+ minutes of screen time/day).
- Pavilion common area: around-the-clock access to seating area. Food and drink as available.
- Pavilion website: logo and link on Pavilion website.
- Email and social media: receive sharable daily updates that may be used to inform Partner staff and stakeholder and promote Partner's participation in the Ocean Pavilion.
- Receptions: 10 invitations.

Convening Partner (\$70K)

Open to academic institutions and other organizations engaged in substantial ocean research and/or technology development.

Benefits:

- Option for direct meeting on planning with Organizing Partners.
- Option to place up to 3 panelists per week at headline events (up to 6 total) and lead of three (3) panels.
- Logo placement: Bottom (50 percent size of Organizing Partners).
- Conference room access: up to 1 hour/day on first come, first served basis.
- Branded video: Included in loop (estimated 25+ minutes of screen time/day).
- Pavilion common area: around-the-clock access to seating area. Food and drink as available.
- Pavilion website: logo and link on Pavilion website.
- Email and social media: receive sharable updates that may be used to inform Partner staff and stakeholder and promote Partner's participation in the Ocean Pavilion.
- Receptions: 6 invitations.

Collaborating Partner (\$35K)

Open to academic institutions and other organizations engaged in substantial ocean research and/or technology development.

Benefits:

- Option to place up to 2 panelists at headline events (up to 4 total) and lead of one (1) – two (2) panels.
- Logo placement: Bottom (25 percent size of Organizing Partners).
- Conference room access: up to 2 hours/week on first come, first served basis.
- Branded video: Included in loop (estimated 15+ minutes of screen time/day).
- Pavilion common area: around-the-clock access to seating area. Food and drink as available.
- Pavilion website: logo and link on Pavilion website.
- Email and social media: receive sharable updates that may be used to inform Partner staff and stakeholder and promote Partner's participation in the Ocean Pavilion.
- Receptions: 3 invitations.

***Entry and associated passes to the Blue Zone are not conferred as part of Ocean Pavilion partnership.**