

The Nippon Foundation Grant Agreement

This Agreement is made by and between The Nippon Foundation (hereinafter called "the Foundation") and GEBCO Guiding Committee, the applicant organization (hereinafter called "the Grantee").

The Parties hereby agree as follows:

1. Grant

The Foundation hereby agrees to grant to the Grantee funds (hereinafter called the "Grant Funds") in the amount written in the "Total Amount of Grant" detailed under Article 23, Specifics of the Grant, for the purpose of assisting the Grantee in carrying out the project (hereinafter called the "Project") described in the application proposal attached to this Agreement (hereinafter called the "Application Proposal") and in the manner described in Article 23 and in the Application Proposal.

2. Remittance and Receipt of Grant Funds

The Grant Funds shall be remitted to the bank account of the Grantee designated in writing by the Grantee. Upon receipt of the Grant Funds, the Grantee shall furnish the Foundation with a written acknowledgment of receipt, in a form specified or approved by the Foundation.

3. Use of Grant Funds

3.1 The Grantee shall use the Grant Funds solely for the purpose of carrying out the Project as described in the Application Proposal (hereinafter called the "Purpose"). The Grantee must not use Grant Funds for anything other than the Purpose, including anti-social behavior such as acts of terrorism, violent demonstrations or bribes.

3.2 In the event that a portion of the Grant Funds remains unused at the end of the Project Period, the unused funds must be returned to the Foundation. If the Project is to be continued into a subsequent Project Period, the Foundation will decide whether the unused funds must be returned or carried forward. The Grantee will then promptly comply with the Foundation's decision.

4. Reports

4.1 Within three (3) months following the completion of the Project, the Grantee shall furnish the Foundation with a written final report and a written financial report on the Project (hereinafter called the "Final Reports"). In addition, whenever requested by the Foundation, the Grantee shall furnish the Foundation with any and all information regarding the Project available at the time of the request.

- 4.2 If the Grant Funds are paid in two (2) or more installments, the Grantee shall submit a written progress report to the Foundation, clarifying the progress of the Project, as well as an interim budget report (hereinafter called the "Progress Reports"). The Progress Reports must be submitted to the Foundation prior to the remittance of the second and any subsequent installments.

5. External Audit

If the box marked "required" is checked on the "Audit Requirement" line of Article 23, the Grantee shall have an external auditor conduct an audit for the project. Grant funds may be appropriated for conducting this audit but the audit shall not be considered part of the grant period. The Grantee shall submit the external auditor's report to the Foundation within three (3) months following the end of the project as part of the Final Reports, as detailed in Article 4.

6. Project Audit and Evaluation

The Foundation may at any time and at its own expense conduct its own audit and/or evaluation, examining the books, records and facilities of the Grantee (using Foundation employees or other persons appointed by the Foundation) for the purpose of assuring that the terms and conditions of this Agreement are properly complied with. Such an audit is unrelated to the external audit set forth in Article 5 and does not preclude the need for such an external audit. The Grantee shall provide the Foundation with such cooperation and assistance as may be reasonably required by the Foundation, in connection with such an inspection or site visit. The Grantee shall retain all books and records related in any manner to the Project for at least five (5) years following the completion or discontinuance of the Project.

7. Insurance

The Grantee shall provide overseas travel insurance and/or other necessary forms of insurance, as necessary for the safe running of the Project during the Project Period set forth in Article 23, and in the Application Proposal.

8. Right to Results

The Grantee retains the copyrights and other proprietary rights of any products of the Project (hereinafter called the "Products") and agrees that the Foundation may use said Products free of charge.

9. Public Announcements

Unless otherwise agreed in writing, the Grantee shall state in all of its public announcements and publications referring to the Project that the activities of the Project are financially supported by the Foundation. The Grantee shall furnish the Foundation with copies of all published materials related to the Project. The Foundation may publicly announce the fact that it is supporting the activities of the Project.

10. Use of Information

The Foundation may use any information or materials received from the Grantee for any purposes other than commercial exploitation. However, this right does not extend to the confidential information set forth in Article 15 or the personal data set forth in Article 16.

11. Project Modification

In the event that substantial modifications are made regarding the Project, the Grantee shall give prior written notice to the Foundation, taking such action as may be reasonably required by the Foundation before affecting such modifications.

12. Indemnification

The Grantee shall defend and indemnify the Foundation and the Foundation's representatives against and hold the Foundation and the Foundation's representatives harmless from any and all claims, actions, losses and damages (including attorneys' fees) that may arise from any negligent acts or omissions of the Grantee or any representative of the Grantee in connection with the implementation of the Project. Representatives of the Foundation and the Grantee shall include but not be limited to the Foundation's or Grantee's officers, employees or agents.

13. Cancellation of Grant

13.1 The Foundation may at any time cancel the grant in whole or in part if it has good cause, which includes but is not limited to the following circumstances:

- (a) If all or part of the Grant Funds are used for any purpose other than carrying out the Project;
- (b) If the Grantee fails to rectify any other breach of this Agreement within thirty (30) days after receiving written notice thereof from the Foundation; or
- (c) If it is unlikely in the judgment of the Foundation that the Project will be carried out in accordance with the designs and intentions expressed in the Application Proposal.

- 13.2 Cancellation shall be effected by written notice from the Foundation to the Grantee. The Grantee shall then, upon demand by the Foundation, promptly return all or part of the Grant Funds received from the Foundation, pursuant to the instructions issued by the Foundation. The Grantee must return all of the Grant Funds to the Foundation if the Grantee has committed acts in violation of this agreement, such as acts of terrorism or acts that significantly damage the reputation of the Foundation.

14. Representations and Warrants

The Grantee hereby represents and warrants to the Foundation that :

- (a) All information written in the Application Proposal is current, complete, and accurate, and that the Grantee will promptly report any subsequent changes to the Foundation;
- (b) It will comply with any specific restrictions and regulations that might be applicable to this agreement.

15. Confidentiality

- 15.1 Each party shall maintain in confidence all information that is disclosed by one party to the other in connection with this Agreement and that is designated as confidential at the time of disclosure. The obligations under this Article shall not apply to:

- (a) Information that is at the time of disclosure already in the public domain, or becomes available to the public through no breach of this Agreement by the receiving party;
- (b) Information that is received by the receiving party from a third party free to lawfully disclose such information to the receiving party;
- (c) Information that was in the receiving party's lawful possession prior to receipt from the disclosing party;
- (d) Information that is independently developed by the receiving party without using the information disclosed by the disclosing party;
- (e) Information that is approved for release by agreement of the disclosing party;
- (f) Information that is required to be disclosed by court order, by requirement for disclosure by similar authorities or otherwise under the law.

- 15.2 The obligations under this Article shall continue for five (5) years after the expiry or termination of this Agreement.

16. Personal Data

When either party receives any personal data (as defined by Japan's Act on the Protection of Personal Information (Act No. 57 of May 30, 2003; hereinafter called "the Act") from the other party, it shall ensure that it fully complies with the provisions of the Act and only uses the data in fulfillment of the obligations set forth in this Agreement.

17. Duration

This Agreement will come into effect when both parties sign or affix their names to it and shall expire twelve (12) months following the conclusion of the project period set forth in Article 23 and the Application Proposal. It can be extended through written agreement of both parties.

18. Entire Agreement

This Agreement comprises the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Japan.

20. Jurisdiction

Any dispute arising from this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court.

21. Language

This Agreement may be translated into any language other than English, provided however, that the English text shall prevail in any event.

22. Survival

Article 8 (Right to Results), Article 9 (Public Announcements), Article 10 (Use of Information), Article 12 (Indemnification), Article 15 (Confidentiality), Article 16 (Personal Data), Article 19 (Governing Law), Article 20 (Jurisdiction), Article 21 (Language), and Article 22 (Survival) of this Agreement shall survive any termination or expiration hereof.

23. Specifics of the Grant

Project ID : 2021001110
Name of project : NF-GEBCO Seabed 2030 (Year 5)
Project period : 3 August 2021 - 31 July 2022
Total amount of grant : 2,999,756 USD
Audit requirement : ☒ required ☐ not required

Banking Information

Bank name : Compagnie Monegasque de Banque
Bank address : 23 Avenue de la Costa, Boite Postale 149, Monte Carlo,
MC 98007 Monaco, MONACO
Account name : Organisation Hydrographique Internationale
Account number : MC 581756 900001 701

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below by their representatives in duplicate, each party retaining one (1) copy thereof respectively.

The Nippon Foundation
1-2-2 Akasaka, Minato-ku
Tokyo 107-8404, Japan

By   
Yohei Sasakawa
Chairman

Date 28th JULY 2021

GEBCO Guiding Committee
Center for Coastal and Ocean Mapping/ Joint Hydrographic Center,
University of New Hampshire, 24 Colovos Road, Durham, NH, USA

By 
Evert Flier
Chair

Date 9th August 2021