

MEMORANDUM OF UNDERSTANDING

BETWEEN OFFICES OF THE
U.S. DEPARTMENT OF COMMERCE

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

AND

CALADAN OCEANIC, LLC

FOR

*DEEP-OCEAN MAPPING AND DIVING ACTIVITIES
IN THE WESTERN PACIFIC, 2020*

1. PARTIES AND PURPOSE

This non-binding Memorandum of Understanding (this “**MOU**”) memorializes a proposed working arrangement between the **National Oceanic and Atmospheric Administration (“NOAA”)** and **Caladan Oceanic, LLC (“CALADAN”)**.

NOAA is a science-based federal agency within the Department of Commerce with regulatory, operational, and information service responsibilities with a presence in every US state and territory. Through its long-standing mission of science, service, and stewardship, NOAA generates tremendous value for the Nation — and the world — by advancing our understanding of and ability to anticipate changes in the Earth's environment, by improving society's ability to make scientifically informed decisions, and by conserving and managing ocean, coastal, and Great Lakes’ resources.

Caladan Oceanic, LLC is a private company dedicated to the advancement of undersea technology and supporting expeditions to increase the understanding of, and support, the productive sustainment of the oceans. Founder Victor Vescovo has long had a passion for exploration and has summited the highest peak on all seven of the world’s continents including Mt. Everest, and skied at least 100 kilometers to both the North and South Poles. With the completion of the Five Deeps Expedition in August 2019, Vescovo became the first person in history to have been to the top of all the world’s continents, both poles, and the bottom of all its oceans.

Acknowledging the shared values of both organizations, this MOU is designed to identify opportunities for collaboration and articulate actions to achieve common goals. For the avoidance of doubt, and notwithstanding anything to the contrary contained elsewhere in this MOU, no legally binding obligations shall be created by this MOU and no legally binding obligations shall be created with respect to either party hereto until definitive agreements are executed and delivered by all parties hereto.

2. COLLABORATIVE ACTIVITIES

The parties therefore intend to:

- a. Provide each other with relevant updates and meet at least annually to share objectives, plans, and needs for both the current year and the following three year period. In sharing these objectives and plans, the parties will endeavor to provide mutual assistance within their respective abilities to do so.
- b. Share data and scientific information resulting from cruises, expeditions, and campaigns, to the best extent practicable, noting that Caladan Oceanic, as privately held company, may have a proprietary interest in first use or other rights to data, images, footage and certain discoveries resulting from cruises, expeditions, and campaigns. In the event of joint expeditions, the parties will agree upon the sharing of data in accordance with the best interests of the parties.

c. NOAA may provide, as practicable, access to subject matter experts, vessels and other equipment, technology expeditions, and mission results, as well as shoreside facilities and programs throughout the mission portfolios of oceans, weather, climate, and coastal science, and mission programs such as but not limited to the Ocean Exploration, Ocean Acidification, Ocean Observing, National Marine Sanctuaries Program, Sea Grant, Coastal Zone Management, Estuarine Research Reserves, Climate, Satellite, and other programs.

d. Caladan may provide, as practicable, access to vessels, technology and other equipment for NOAA and related or sponsored scientists, for participation in expeditions.

e. NOAA and Caladan may undertake joint expeditions, exchange personnel, and conduct engagements of personnel to share methods of operation related to the missions.

f. NOAA will advance the public understanding of the Caladan mission and partnership, as Caladan will advance the public understanding of the NOAA mission and partnership in all cases of joint projects, and as practicable in general.

g. Where appropriate and following a mutually agreed upon approval process, engage in cross promotion of their activities across various media platforms.

h. Designate key points of contact and establish their own reporting mechanisms to ensure the relationship is professionally managed and mutually beneficial.

3. AUTHORITY

The authorities for NOAA to enter into this MOU and conduct these activities are:

33 U.S.C. 883d, which authorizes NOAA to conduct investigations and research in geophysical sciences.

33 U.S.C. Section 883e, which authorizes NOAA to enter into agreements with any public or private organization and to establish the terms of any agreement entered into under this section.

4. IMPLEMENTING AGREEMENTS

NOAA and Caladan may enter into appropriate agreements and/or action plans to implement the collaborative activities described in Section 2 above.

5. TERMS AND CONDITIONS

NOAA's participation in this MOU is subject to the availability of appropriations as well as applicable NOAA and Department of Commerce policies and procedures.

4. TERM OF MOU AND AMENDMENTS


This MOU will become effective on the date signed by both parties. Unless sooner terminated, this MOU will terminate three years from the effective date hereof.

This MOU may not be modified, changed, extended or otherwise amended except pursuant to a written agreement signed by the parties hereto.

TERMINATION

This MOU may be terminated by either party with 30 days written notice.


FOR CALADAN OCEANIC



Victor Vescovo, Commander, U.S. Navy (Ret.)
Owner and Chief Submersible Pilot, Caladan Oceanic

Date 6 APR 2020

FOR NOAA



Tim Gallaudet, Ph.D., Rear Admiral, U.S. Navy (Ret.)
Assistant Secretary of Commerce for Oceans and Atmosphere /
Deputy NOAA Administrator

Date 4/6/20