AGREEMENT

Between the

XYZ (X)

and the

GFZ Helmholtz Centre for Geosciences,

as a governmentally funded, Public Law Foundation of the State of Brandenburg, Germany,

on behalf of ICDP members

regarding the participation of XYZ in the International Continental Scientific Drilling Program (ICDP)

The XYZ (hereinafter, "X"), located at Address, represented by XYZ.

and

The GFZ Helmholtz Centre for Geosciences (hereinafter "GFZ"), serving as Executive Agency for ICDP,

Hereinafter, collectively, referred to as "**the signatories**".

Preamble

I) Recognizing that scientific drilling is an indispensable tool in modern Earth science research, since it provides a unique means of obtaining fundamental and globally significant knowledge of the origin, evolution, structure, composition and processes in the Earth's crust and in many parts of the Earth system.

II) Further recognizing that the International Continental Scientific Drilling Program, involving both deep and shallow drilling at carefully selected sites throughout the world, is critically needed to better understand issues as diverse as:

- The geological processes that cause earthquakes, volcanic eruptions, landslides, and the optimal technologies to mitigate their adverse effects.
- how the Earth's climate has changed and the reasons for these changes.
- the effects of meteorite impacts on life and on environment.
- the nature of the deep biosphere and its role in material cycles and the evolution of life on the planet.
- the formation and evolution of sedimentary basins.
- the fundamental physics of plate tectonics and the transfer of heat, mass and fluids through the earth's crust.
- the distribution and formation of mineral deposits and hydrocarbon reserves in various geological settings.

III) Considering the common interest of geoscientists worldwide to collaborate on joint projects where scientific drilling is a critical technology.

IV) Highlighting the objectives and goals defined in the ICDP Science Plan 2020-2030, with special attention to the following R&D topics:

- Billions of Years of Earth Evolution
- Geodynamic Processes
- Geohazards
- Georesources
- Environmental Change

V) Considering that the Memorandum of Understanding signed on XX.XX.XXXX between XYZ, and the GFZ Helmholtz Centre for Geosciences (GFZ), as a governmentally funded, public law foundation of the State of Brandenburg, Germany, on behalf of the members of the ICDP, ends in XX.XX.XXXX.

VI) Taking into account the interest of the parties in giving continuity to the participation of the XYZ scientific community in the International Continental Scientific Drilling Program.

The Signatories agree to the following

First - Purpose and scope

The purpose of this Agreement is to regulate the conditions for XYZ participation in the International Continental Scientific Drilling Program (hereinafter ICDP) during the period between 20XX and 20XX.

Second - Participation in the ICDP organizational and management structure

(1) The constituent bodies of the ICDP are:

- the Executive Committee (EC),
- the Assembly of Governors (AOG), and
- the Science Advisory Group (SAG)

The AOG, through an Annual Program Plan and the budget prepared by the EC, must approve expenditures before made by the Executive Agency and are charged to ICDP funds. The SAG has the mission of evaluating proposals and recommending subsequent actions to the EC. Annex A details the role of each body.

(2) GFZ acts as the Executive Agency of the ICDP program. The Executive Agency provides the Executive Director (ED) and operational support to the ICDP through an Operational Support Group (OSG), formed and located on the premises of the GFZ, as well as managed by the GFZ. The responsibilities of the ED and OSG are defined in Annex B.

(3) XYZ will appoint a representative in the AOG, as well as in the EC of ICDP, adapting to their powers and their operating regime. AOG and EC will meet at least once annually.

Third - Financial commitments

(1) During the term of this Agreement, the XYZ will annually contribute with ???.00 USD / Euro. This funding shall be earmarked for the scientific planning, operation and management of the ICDP. This annual contribution will be paid to the GFZ as Executive Agency and merged with other contributions to constitute the core funding of the ICDP. Payments will be made upon presentation of the corresponding annual invoices.

(2) The Executive Agency will provide an annual audited report to the AOG accounting for the funds contributed.

(3) Each signatory will cover, with its own funds, the expenses associated with the scientific and administrative activities carried out under this Agreement.

(4) The financial contribution of the XYZ will be conditioned to the existence of ordinary annual budget availability, and always respecting current legislation.

(5) Payments to ICDP will be made to the following account:

Account N°. 3181344
Bank Name: Deutsche Bank, Potsdam
Bank Code: 120 700 00
SWIFT-CODE: DEUT DE BB160
IBAN: DE76 1207 0000 0318 1344 00
Organization name: GFZ Helmholtz Centre for Geosciences (ICDP)

(6) ICDP will promptly notify XYZ in writing of any changes in bank account details.

Fourth - Modifications

This Agreement will take effect from the moment it is signed by both signatories and will remain in force from XX.XX.XXXX until XX.XX.XXXX. This Agreement will automatically be prolonged for periods of further X years if not terminated. The Agreement may be renewed and modified in particular at the end of such four years periods if the parties express their mutual written consent.

Fifth - Resolution of Conflicts

Any disagreement on the interpretation of this Agreement will be resolved through direct negotiation of the signatories. In case of not reaching a possible agreement between the signatories, it will be subject to the jurisdiction of the German courts, whose decision will be binding for both signatories.

Sixth - Legal system of application

This Agreement is not subject to International Law, being subject to German legislation and regulations.

This Agreement is executed and signed, in two original copies, in English.

This is the signature page of the Agreement between the XYZ (X) and the GFZ Helmholtz Centre for Geosciences, as a governmentally funded, Public Law Foundation of the State of Brandenburg, Germany, on behalf of ICDP members regarding the participation of XYZ in the International Continental Scientific Drilling Program (ICDP).

For GFZ Helmholtz Centre for Geosciences

Date:

Prof. Dr. Susanne Buiter
Scientific Executive Director

Date:

Marco Kupzig
Administrative Executive Director (interim)

For the International Continental Scientific Drilling Program, ICDP

Date:

Prof. Dr. Marco Bohnhoff
ICDP Executive Director

For the XYZ (X)

Date:

Name of representative

Title of representative

Annex A - Roles of each body

1. Executive Committee (EC)

The EC will consist of one representative from each member country or member organization. EC bylaws and procedures will be subject to approval by the AOG.

To conduct its responsibilities, the EC must:

- approve a Science Advisory Group (SAG), made up of international experts on relevant I&D topics, whose mission will consist of assisting the EC through the scientific and technical assessment of competing proposals. The SAG will also recommend priorities based on criteria of scientific quality, importance of the topic, experience of the scientific teams, etc.
- Assess the feasibility of individual proposals
- Collect the recommendations of the SAG, taking into account their priority, in a Long- Term Plan, which will be executed through an Annual Program Plan.
- Submit to the AOG a Long-Term Plan and an Annual Program Plan with their corresponding budgets, taking into account in particular the viability and the general financial situation.
- Track annual spending and performance on behalf of the AOG.
- Each year, inform the AOG of the operational activities, scientific achievements and the budget of the immediately previous year.

The EC, on its own initiative or at the request of the AOG, may make recommendations to the AOG on any matter requiring AOG approval or action.

2. Assembly of Governors (AOG)

The AOG is responsible for the general supervision of the activities carried out by the ICDP. In particular, the AOG:

- Must approve all Long-Term Plans, as well as the Annual Program Plan and its associated budget, taking into account the decisions of the EC
- May establish an ICDP corporate affiliate program, under which such affiliates may be entitled to participate in ICDP planning activities, gain access to ICDP-collected materials and data, or obtain some other benefit in return for payment of a fee, annual membership fee, at the discretion of the AOG. These membership fees would have the same use as the Parties' annual membership contributions.
- May exercise any other authority or responsibility.

Decisions of the AOG will be made through a consensus process, headed by the chair person, who will be chosen among the AOG representatives. Each member country, or each group of countries and/or other institutions that wish to unite to constitute a single member and

sign a MoU to this effect, may appoint a representative in the AOG.

3. Science Advisory Group (SAG)

The SAG will be composed of international renowned scientists elected by the EC. SAG members will rotate through serial appointments for a period of four years.

The SAG will evaluate the proposals that are submitted to the ICDP and accepted for evaluation. Evaluations will be carried out in accordance with the procedures and criteria defined by the EC and approved by the AOG. The scientific priorities recommended by the SAG to the EC will be the fundamental contribution for the development of both the ICDP Long Range Plan and the Annual Program Plan.

4. Executive Director (ED)

The Executive Director is appointed by and based at GFZ after consultation with AOG and is in charge for:

- the program operation and management
- representing the program, its policies, scientific goals and directions
- negotiating and contracting membership MoUs with GFZ and member organizations
- for contracting Funding Agreements with GFZ and other partners
- overseeing ICDP administration and finances with GFZ
- decides on ICDP funded activities upon delegation by AOG
- overseeing OSG activities
- managing the SAG nomination process

Annex B: Operational Support Group (OSG)

Depending on the availability of funds, GFZ will provide operational support to the ICDP through an OSG, composed of a minimum number of its staff members, formed and located at the GFZ premises, and managed by the GFZ. The costs of the OSG will be distributed as follows:

- GFZ will cover all staff costs, salaries, social benefits and direct and indirect expenses of OSG staff.
- GFZ will provide funds for office location, general administrative and indirect organizational costs of the OSG.
- GFZ will provide travel funds for OSG staff, when performing general support functions for the ICDP
- The costs of the projects authorized by the AOG through the Long-Term Plan and the Annual Programs Plan will be charged to the commingled funds of the ICDP, through the respective projects.
- The costs of services provided by principal investigators (PI) before the acceptance of a project by the AOG, will be charged to the commingled funds.

The OSG will provide extensive logistical support to the ICDP, with the following support functions:

General support functions

- Support to the EC in the performance of the programmatic objectives of the ICDP
- Secretariat functions for the EC, the SAG and the AOG
- Assistance to IPs in the preparation of proposals
- Scientific and technical coordination with the SAG and the EC

Project support functions

- Develop Grant Agreements for each project authorized by the AOG.
- Assistance in the development of technical specifications for ICDP-supported projects, including drill hole specifications, drilling method and equipment specifications, and downhole scientific methods, tools, and equipment needed to achieve the objectives of each project
- Assistance in the awarding and management of service contracts and drilling operations, core recovery, and supply of scientific equipment, tools or services for downhole measurements.
- Assistance in scientific and technical operations drill-site and management.
- Assistance in field installations in terms of description and management of samples and cores
- Provision of a minimum set of downhole facilities and services
- Development and creation of an essential record of downhole data not commercially available

- Assistance in contracting and processing permits
- Making available all the data collected in each project through an easily accessible data management system for ICDP projects.
- Maintenance of databases that provide access to all data, samples and cores collected in ICDP projects.