

PARTICIPANT AGREEMENT
(Participants must read and acknowledge this Agreement
in order to participate in the Program.)



Date: _____

Company Name: _____

This Participant Agreement (the “Agreement”) is entered into in favor of Protecting Blue Whales and Blue Skies (the “Program”) by _____ (the “Company”). The Program is a voluntary Vessel Speed Reduction (“VSR”) effort along the coast of California that incentivizes shipping companies to reduce their speeds in strategic areas. Speed reduction has been proven to reduce ship strikes to endangered whales, air pollution, regional greenhouse gas emissions, and underwater noise. The Program is a unique collaboration between federal and local government agencies, foundations, and environmental nonprofits, including the California Marine Sanctuary Foundation, Channel Islands, Monterey Bay, Greater Farallones and Cordell Bank National Marine Sanctuaries, the Bay Area Air Quality Management District, Santa Barbara County, Ventura County and San Luis Obispo County Air Pollution Control Districts and Monterey Bay Air Resources District (collectively, the “Program Sponsors”). The Company voluntarily agrees to participate in the Program pursuant to the terms and conditions as set forth in this Agreement.

1. Nonbinding Understanding. Section 1 of this Agreement is not intended to be legally binding or enforceable on either Party. It is the present intention of the Parties that the Company will participate in the Program on the terms and conditions set forth in Section 1 of this Agreement:
 - a. The Company shall identify all eligible vessels (i.e., container ships, car carriers, bulk and general cargo vessels, and tankers) in its Shipping Line that may transit within the designated VSR Zones, referenced in Attachment A, between May 1 and December 31, 2024 (“Program Dates”). The VSR Zones and Programs Dates may be updated by the Program from time to time by submitting a revised Attachment A to the Company for acceptance and review.
 - b. The Company understands that only Shipping Lines that travel 35% or more of the distance traveled in VSR Zones at 10 knots or less are eligible for participation in the Program.
 - c. The Company understands that the award level and public recognition that a particular company will receive, as set forth in Attachment B, will be based on the percent distance traveled at 10 knots or less. The Award Tiers may be updated by the Program from time to time by submitting a revised Attachment B to the Company for acceptance and review.
 - d. Any nautical miles transited by participating vessels within the Area to Be Avoided (“ATBA”) in the southern California region, as set forth in Attachment A, will not be counted towards a company’s distance traveled at 10 knots or less.
 - e. The Company, to the best of its ability, will seek opportunities to highlight the Program in communications with customers and in corporate sustainability reports.
 - f. The Program will publicly recognize through various media, advertising, news releases, announcements, and award events all Shipping Lines that achieve at least 35% of distance traveled

in the VSR Zones at 10 knots or less during the Program Dates. Participation includes use of Company name and logo in program promotional material, as well as the option to provide quotes for press releases and other material.

2. Intellectual Property.

- a. All copyrights, trademarks, and any other intellectual property (“IP”) disclosed or provided for use to the other Party in connection with this Agreement shall remain the property of the Party making such disclosure for the purposes of this Agreement.
- b. Any IP created in the furtherance of the activities contemplated by this Agreement is the property of the Party who created such IP. Use of the other Party’s IP is permissible once this Agreement has been terminated, as long as such IP is used in furtherance of the Program’s mission and objectives.
- c. Except as expressly provided in this Agreement, IP owned by the Program, or any Program Sponsor, shall not be used or shared without formal written consent by the Program or such Program Sponsor. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release the Company from its agreement not to use or share IP owned by the Program or a Program Sponsor without formal written consent by the Program or such Program Sponsor. All IP protections are binding and shall survive the life of this Agreement.

3. Indemnification. The Company understands and agrees that any and all decisions concerning safe navigation and maneuvering of participating vessels shall remain solely with and at the discretion of the ship masters and crew. To the extent permitted by law, the Company shall defend, indemnify, and save harmless the Program, the Program Sponsors, and their respective officers, employees, agents, or representatives (collectively, “Program Parties”) from and against any and all claims, suits, or actions for injury from, arising out of, related to, or otherwise in connection with the Company’s participation in the Program and performance under this Agreement, except to the extent it is caused by the gross negligence or willful misconduct of a Program Party.

4. Term and Termination. Either Party may terminate this Agreement after 30 days from the date of this Agreement without any obligation or liability to the other Party by providing written notice to the other Party of its intent to terminate; provided, however, that Intellectual Property and Indemnification Sections shall not terminate.

5. Changes to the Program and the Agreement: The Program, the incentives for participating in the Program, the Program requirements and guidelines, and all other aspects of the Program may be amended, modified, or terminated at any time. Further, the Program may amend this Agreement or any attachment, exhibit or schedule to this Agreement at any time. The Program will advise the Company of any relevant changes, modifications or amendments, at which point any such changes, modifications, or amendments will become effective. The Company is deemed to accept such changes, modifications or amendments unless the Company provides the Program with written notice to the contrary in writing within 20 days of the date of the notice of such amendments and requests termination of this Agreement. For additional and the most current information on the Program, please visit www.bluewhalesblueskies.org.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the state of California without giving effect to any choice or conflict of law provision or rule (whether of the state of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of California.
7. No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.
8. No Assignment. Neither this Agreement, nor any rights or obligations hereunder may be assigned, delegated or conveyed by either Party without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed and delivered by its authorized representative.

Shipping Company: _____

Company Representative Name: _____

Company Representative Title: _____

Company Representative Address: _____

Company Representative Email: _____

Signature: _____

Attachment A

VSR Zones



Map Source: Jess Morten / NOAA CNMIS

This map is not to be used for navigational purposes

14 MARCH 2024



Map Source: Jess Morten / NOAA CNMIS

This map is not to be used for navigational purposes

14 MARCH 2024

Attachment B

Award Tiers

Tier	% Distance Traveled
Blue Sky	35% or more of distance traveled in VSR zones at 10 knots or less
Gold	60% or more of distance traveled in VSR zones at 10 knots or less
Sapphire	85% or more of distance traveled in VSR zones at 10 knots or less