

OCEAN WARRIORS AGREEMENT

This Agreement is made between San Rafael City Schools, Glenwood Elementary School (SRCS/ Glenwood) and Earth Island Institute, Inc. (EII) a California nonprofit public benefit corporation, in relation to All One Ocean (AOO), a fiscally sponsored Project of the Earth Island Institute.

1. Services to be Performed. EII/AOO agrees to provide the services described in Exhibit A. In performing the services, EII/AOO shall comply with all applicable laws, ordinances and regulations.
2. Payment.
 - a) In consideration for the services to be performed by EII/AOO, SRCS/Glenwood agrees to pay EII/AOO a \$1,500 non-refundable payment for their Ocean Warriors Program (Third Grade Environmental Leadership Program).
 - b) SRCS/Glenwood will be responsible for all expenses, including to but not limited to: field trips, offsite trips, speakers, educators, third party contractors/companies, facilitators, supplies, tools, printing, rentals, transportation, food, props and exhibits incurred while performing services under this Agreement.
3. Term of Agreement. This agreement will become effective when signed by both parties and will terminate on the earliest of: (a) the date EII/AOO completes the services required by this Agreement, (b) April 30, 2018 or (c) the date a party terminates the Agreement as provided below.
4. Terminating the Agreement. Either party may terminate this Agreement at any time by giving 30 days written notice to the other party of the intent to terminate.
 - a) Upon termination of this Agreement, or at EII/AOO's request, SRCS/Glenwood will deliver to EII/AOO all materials in SRCS/Glenwood's possession relating to EII/AOO's activities. SRCS/Glenwood's obligations in this section will survive termination of this Agreement.
5. Intellectual Property.
 - a) SRCS/ Glenwood assigns to EII/AOO all right, title, and interest in anything created or developed by EII/AOO for SRCS/Glenwood under this Agreement ("Work Product").
 - b) EII/AOO licenses to SRCS/Glenwood for use in its operations and for infinite duration all intellectual property of EII/AOO conceived by EII/AOO prior to the term of this Agreement and used by EII/AOO in providing services to SRCS/Glenwood under this Agreement. The license is non-exclusive and may be assigned with EII/AOO's prior written approval by SRCS/Glenwood.

c) SRCS/Glenwood's obligations in this section will survive termination of this Agreement.

6. Independent Contractor Status.

a) EII/AOO is an independent contractor, not an employee of SRCS/Glenwood. EII/AOO has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed as well as the time and place of their performance. EII/AOO has the right to perform services for others during the term of this Agreement. EII/AOO has the right to use employees or subcontractors to perform some or all of the duties required. EII/AOO will not hire, supervise or pay any assistants to help SRCS/Glenwood.

7. Indemnification. SRCS/ Glenwood and EII/AOO agree to indemnify and hold each other harmless from and against all liabilities, claims, damages, costs, and expenses (including reasonable legal fees and expenses) arising out of or in connection with any unauthorized, wrongful or negligent act by either party, or anyone for whom that party is legally responsible, relating to that party's performance under this Agreement.

8. Dispute Resolution.

a) *Conciliation:* If any dispute arises, the parties agree first to attempt to resolve the dispute through face-to-face communication between the chief executive officers, or equivalent responsible individual, of each party without presence of attorneys. Either party may demand conciliation by sending a letter describing the dispute to the other party.

b) *Mediation:* If conciliation fails to resolve the dispute, the parties agree to attempt to resolve their dispute through a mutually agreed-upon mediator in Marin County, California. If the parties are unable to agree upon a mediator, either party may initiate mediation under the Mediation Rules of the National Rules for the Resolution of Commercial Disputes of the American Arbitration Association ("AAA") which are in effect at the time of the mediation demand. The parties will share any costs and fees other than attorney fees associated with mediation equally.

c) *Arbitration:* If both conciliation and mediation fail to resolve the dispute, the parties agree to submit the dispute to a mutually satisfactory arbitrator in Alameda County, California under the AAA's National Rules for the Resolution of Commercial Disputes in effect at the time of the arbitration demand. If the parties are unable to select an arbitrator on their own, the AAA shall select an arbitrator after providing the Company and Contractor with the biographical information of three possible arbitrators and after allowing each of the Company and Contractor to strike one of the three. The arbitrator shall issue written findings of fact and a written award providing appropriate legal or equitable relief within ten days of the hearing. Judgment upon the award may be entered in any court having jurisdiction. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

d) *Prompt Action:* Any rights that either party may have to legal or equitable relief in an arbitration proceeding shall be extinguished unless said party attempts conciliation within six

months after the occurrence of the event giving rise to the dispute, requests mediation within seven months after the occurrence of the event giving rise to the dispute, and demands arbitration within one month after formal mediation ends.

9. Miscellaneous

a) *Governing Law and Venue*: This Agreement will be governed by the laws of the state of California.

b) *Notices*: Any notice or communication in connection with this Agreement will be in writing and considered given when (a) personally delivered by messenger or courier service, (b) when signed for when sent by registered or certified mail (return receipt requested) from within the United States, or (3) within two days after being sent by regular First Class and simultaneously transmitted by facsimile or email, addressed as follows:

If to Company:

San Rafael City Schools
Dr. Mayra Perez, Deputy Superintendent
310 Nova Albion Way
San Rafael, CA 94903

For Glenwood Elementary School
Kim Goodhope, Principal
25 West Castlewood
San Rafael, CA 94901

If to Contractor:

Mr. David Phillips
Executive Director
Earth Island Institute, Inc.
2150 Allston Way, Suite 460
Berkeley, CA 94704-1375

c) *Severability*: If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remainder of the Agreement shall not in any way be affected.

d) *Waiver*: The failure of either party to this Agreement to enforce any of its terms, provisions, or covenants shall not be construed as a waiver of the same or of the right of such party to enforce the same.

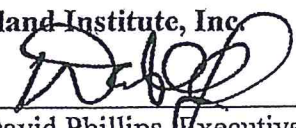
e) *No partnership*: This Agreement does not create a legal partnership relationship. EII/AOO does not have authority to enter into contracts on EII/AOO's or SRCS/Glenwood's behalf.

f) *Assignment*: This Agreement may not be assigned by EII/AOO without the express written consent of SRCS/Glenwood.

g) *Entire Agreement*: This Agreement (including any attached exhibits) is the entire Agreement between SRCS/Glenwood and EII/AOO.

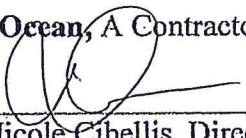
h) *Modification*: This Agreement may be modified only in writing signed by both parties.

Earth Island Institute, Inc.

By: 
David Phillips, Executive Director

Date: 9/29/17

All One Ocean, A Contractor of Earth Island Institute, Inc.

By: 
Nicole Cibellis, Director

Date: 9/29/2017

San Rafael City Schools

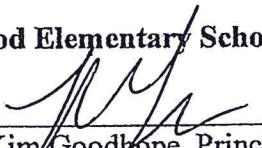
By: _____
Dr. Mayra Perez, Deputy Superintendent

Date: _____

Tax ID Number: _____

By: _____

Glenwood Elementary School

By: 
Kim Goodhope, Principal

Date: 10/3/2017

EXHIBIT A

Services to Be Performed by All One Ocean

All One Ocean will provide a staff representative to be onsite for the introduction of the Program at the beginning of the school year and at the launch of each subsequent program as outlined in Ocean Warriors (See attached link). Each school visit will be no longer than 2 hours in duration. An All One Ocean representative will be available to the school for consultation during the duration of the contract for a maximum of 15 additional hours. If additional hours are needed by All One Ocean to manage, coordinate or facilitate Ocean Warriors, in addition to the outline hours above, both EII/AOO and SRCS/Glenwood need to agree to the additional needed hours 15 calendar days in advance. The total hours All One Ocean contracts to the school is 37 hours of time during the contract agreement, which includes: managing, coordinating, and facilitating Ocean Warriors at the school and in offsite preparation's. All One Ocean agrees to provide onsite services between the hours of 9-3pm. If SRCS/Glenwood requests All One Ocean to provide services outside these hours, they must be agreed upon, in writing, 30 days in advance.

Services to Be Performed by Company

SRCS/Glenwood agrees to follow the Ocean Warriors curriculum as agreed upon for the term of this contract. It is their responsibility to coordinate program volunteers and facilitators to manage the program and students on a weekly basis. SRCS/Glenwood will support the program and work with All One Ocean to deliver the best possible product to students, educators, and the school community.

EXHIBIT B

Payment Terms

Upfront Payment

All One Ocean requires one payment in full of \$1,500 USD for the Ocean Warrior Program and services under this Agreement. SRCS/Glenwood will pay EII/AOO within thirty (30) days of signing this contract.