

## INDEPENDENT CONTRACTOR LONG FORM SERVICES AGREEMENT

1. Date. As of December 14, 2022 (“Effective Date”).
2. Contract Parties.
  - a. National Geographic Society (“NG”)  
1145 17th Street NW  
Washington DC, 20036  
  
**Contact:** Zoë Lieb  
Tel: 2028073575  
Email: zlieb@ngs.org
  - b. Visualization for Transparency Foundation  
 (“Contractor”)  
Carrer Marfà 14  
Girona GI, 17006  
  
**Contact:** Karma Peiró  
Tel: +34 606 964 129  
Email: karma@fundaciovit.org
3. Term. The term of this Agreement is set forth in Exhibit A (“Term”).
4. Description of Services. Contractor will provide the “Services” described in Exhibit A on a non-exclusive, first priority basis to NG during the Term. The Services include the “Deliverables” described on Exhibit A to this Agreement.
5. Compensation. The Compensation set forth in Exhibit A constitutes full consideration for the Services, including Deliverables. NG will make all payments to Contractor at the address set forth above or such other address provided by Contractor in writing. Payment to Contractor is conditioned upon Contractor completing any paperwork that NG requires to make payments to third parties (e.g. W9 or W8 IRS forms, as applicable, and AP/ACH Forms). Contractor is expected to use its own equipment, supplies and tools. It is Contractor’s responsibility to pay for all costs and expenses associated with this Agreement with the exception of the items described in Exhibit A.
6. Relationship of the Parties. For the purposes of this Agreement “Contractor” includes Contractor and all employees or agents, if any, unless expressly excluded.
  - a. **Independent Contractor**. Contractor understands and agrees that in the performance of this Agreement, it is acting as an independent contractor and is not, and will not hold itself out to be, an agent or employee of NG by virtue of this Agreement. Under this Agreement, NG will not treat Contractor or its agents as an employee, for federal, state or local tax purposes or otherwise. Contractor will, or (subject to NG’s approval of Contractor’s ability to sub-contract) will engage qualified personnel to, perform the requested Services, including Deliverables, under the general direction of NG. However, Contractor will determine, in its reasonable discretion, the manner and means by which the Services, including Deliverables, are accomplished.
  - b. **Insurance Coverage**. Contractor will be held to subsection i. General Liability Insurance/Workers Compensation Coverage UNLESS a Waiver of General Liability Insurance (“Insurance Waiver”) is submitted by NG on your behalf and then approved by the office of Insurance and Risk Management. If an Insurance Waiver is obtained, then Contractor will be held to subsection ii. Assumption of Risks. The approved Insurance Waiver must be attached to the end of this Agreement in order for subsection ii. to apply to Contractor. For clarity, Contractor will be held to either i. or ii. but never both. To the extent that Contractor is providing personal equipment as part of this assignment, it is understood that NG will provide NO insurance coverage for such equipment.
    - i. **General Liability Insurance/Workers Compensation Coverage**. Contractor agrees to attach hereto, prior to beginning Contractor’s work under this Agreement: (i) a certificate of General Liability Insurance of at least \$1,000,000 per occurrence /\$2,000,000 General Aggregate, to cover Contractor for any injuries to third parties sustained during performance of this Agreement. The certificate of insurance will name National Geographic Society as additional insured on a primary, non-contributory basis, will be endorsed to provide a waiver of subrogation by the insurance carrier in favor of National Geographic Society, and will provide that National Geographic Society will be given at least thirty (30) days prior written notice of cancellation of this policy; and (ii) either (1) proof of workers compensation insurance coverage, such as a certificate or policy, which covers Contractor for any injuries sustained during performance of this Agreement or (2) a signed Acknowledgement of No

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Workers Compensation Insurance. As an independent contractor, Contractor is required to pay for the insurance as a business expense. Contractor will defend, indemnify and hold NG, its officers, directors, employees, licensees and assigns harmless from and against any and all third party claims, actions, damages, or expenses (including reasonable outside attorney's fees) arising out of Contractor's negligence or misconduct.

- ii. **Assumption of Risks.** Contractor expressly recognizes and agrees that Contractor freely and knowingly undertakes the obligations set forth in this Agreement with full understanding (i) of any and all of the attendant risks; (ii) that Contractor is solely responsible for Contractor's actions and inactions while on this assignment; and (iii) that any liability, damage or difficulty caused, or alleged to be caused, by Contractor, is solely Contractor's responsibility, legally, financially and otherwise. Contractor understands and acknowledges that NG will neither supply nor extend any insurance coverage or benefit to Contractor for any liability, damage or difficulty caused by Contractor during the term of this Agreement with respect to any of the risks identified in this sub-section. Contractor specifically releases NG from any and all liability and responsibility for Contractor's personal safety and welfare and for any loss or damage to Contractor's personal property arising from the Contractor's activities. Contractor understands and agrees that Contractor is responsible for obtaining at Contractor's expense any insurance coverage that Contractor considers appropriate.

7. **Ownership; Assignment of Rights.** Ownership; Assignment of Rights. Contractor agrees that any works of authorship, materials and proceeds created by it, its employees or agents in connection with this Agreement (the "Works") will be "works made for hire" and the property of NG. As such, NG will be deemed the sole author thereof, automatically upon their creation, as contemplated by Sections 101 and 201 of the United States Copyright Act of 1976 as amended. In the event that any such Works are not "work made for hire", Contractor hereby irrevocably transfers and assigns, or Contractor will require that its employees or agents irrevocably transfer and assign, to NG in perpetuity throughout the world and in any and all media and formats, now known or hereafter devised, any and all rights, title and interests, including but not limited to the copyright, trademark and other proprietary rights, effective automatically as of the creation thereof. Contractor agrees (a) to disclose promptly in writing to NG all Works created by it, its employees or agents hereunder; (b) to cooperate with and assist NG to apply for, and to execute any applications and/or assignments reasonably necessary to obtain any copyright, trademark or other statutory protection in NG's name as NG deems appropriate for the Works; and (c) to otherwise treat all such Works as "Confidential Information or Trade Secrets," as defined below. Contractor hereby waives any right of "droit moral" or similar right (or if any applicable law prohibits or limits such waiver or assignment, Contractor hereby irrevocably and exclusively licenses such rights to NG).

8. **Confidential Information or Trade Secrets.**

- a. **Confidentiality.** "Confidential Information or Trade Secrets" consist of information and materials from Contractor or NG and knowledge about the business of NG other than information that is or becomes part of the public domain through no fault of Contractor or that NG regularly gives to third parties without restriction on use or disclosure. Confidential Information or Trade Secrets includes, but is not limited to schedules, business plans, costs, names, marketing plans, licensing plans, research or other information related to the planning, production, licensing or distribution of NG products and any information relating to the provision of Services and Deliverables hereunder. Contractor agrees that neither it nor its employees or agents will at any time directly or indirectly disclose Confidential Information or Trade Secrets of NG to any person or entity outside of NG or make any use of such Confidential Information or Trade Secrets in any way, commercially or otherwise, other than as is reasonably required to carry out the Services, including Deliverables, provided for in this Agreement. Contractor agrees to prohibit any unauthorized person from obtaining access to Confidential Information or Trade Secrets and to take all action reasonably necessary and satisfactory to protect such Confidential Information or Trade Secrets.
- b. **Publicity.** Contractor agrees that all publicity, promotion, and special events announcements or information concerning the Services or Deliverables will be issued by NG, and Contractor will not disseminate or authorize dissemination of any publicity or other similar materials, including photographs, concerning the Services or Deliverables unless such information is otherwise publicly available or

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approved in advance in writing and coordinated closely with NG or as otherwise specifically set forth on Exhibit A. Contractor will refer all press inquiries to NG.

- c. **Social Media.** Contractor will not post or publish information related to or arising from the Services or Deliverables, including video, on websites and/or social media (e.g., Twitter, Facebook, Instagram, Vimeo, YouTube, or such other media platforms) without prior written approval of NG or as otherwise set forth on Exhibit A. Contractor will at all times comply with NG's published Social Media Guidelines.

9. Name and Likeness. NG may use and authorize others to use the names, voices, likenesses and biographies of Contractor for publicity related to the Services and Deliverables and for similar institutional promotional purposes.

10. Conflict of Interest. Contractor agrees that Contractor will accept no consideration of any kind in exchange for the use or appearance or mention of any product or service in a program, publication, or production unless approved in advance and in writing by NG. Contractor also warrants that Contractor will take care to avoid conflicts of interest or the appearance of a conflict of interest. For example, Contractor will accept no free transportation, gifts, junkets, commissions, assignments, or other consideration from or for any of the subjects involved in the Services.

11. Warranties. Contractor warrants and represents that.

- a. If Contractor is a corporation, it is duly organized and existing under the laws of its state of incorporation;
- b. Contractor is ready, able and willing and will render services in accordance with the terms and provisions of this Agreement and will comply with all of the terms and provisions of this Agreement;
- c. Except to the extent based on material provided by NG, all materials prepared by Contractor will be original with Contractor;
- d. NG will not incur any liability or obligation, financial or otherwise, to any third party based on the creation, production and use of the materials;
- e. Contractor will enter into no other commitments which will in any way conflict with or adversely affect the performance of the services under this Agreement;
- f. Contractor will meet accepted professional and industry standards and comply with proper business practices and all applicable local, state, and Federal laws and regulations and has obtained or will obtain all necessary entry permits or visas for entry into any territories covered by the Services prior to embarking on any travel to such territories for the Services; and
- g. Contractor will not enjoin or interfere with the distribution, licensing or exploitation of NG's assets.

12. Compliance With Ethical Business Practices. Contractor represents, warrants and covenants with respect to any conduct arising out of or relating to the Services, as of the Date of this Agreement and as of each date that an invoice for Services or related expenses is submitted to NG, as follows.

- a. **Compliance with Anti-Corruption Laws.** Contractor will at all times comply with all applicable laws and regulations governing bribery, money laundering, and other corrupt practices, including the United States Foreign Corrupt Practices Act. Neither Contractor nor any of Contractor's officers, directors, employees, associates, subcontractors, representatives or agents, nor anyone else acting on Contractor's behalf will, directly or indirectly, offer, give, pay, promise to pay, or authorize the payment of any bribes, kickbacks, influence payments, or other unlawful or improper inducements, in whatever form (including gifts, travel, entertainment, contributions, or anything else of value), to any public official, commercial counterparty, or other recipient. Contractor will ensure that any person who will perform the Services is aware of and complies with the obligations of this sub-paragraph.
- b. **No Undisclosed Government Ties.** Except as disclosed in an attachment to this agreement, no person involved in the provision of the Services, including the Contractor, is a government official, employee of a

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government or government instrumentality, officer or employee of a state-owned or controlled enterprise, candidate for political office, political party official, or official or employee of a public international organization.

- c. **Anti-Harassment.** Contractor must: exercise the highest standard of ethical conduct in the performance of this Agreement, as set forth in the Society's Code of Ethics <https://www.nationalgeographic.org/ethics/> ; comply with NG's policy against harassment and discrimination (including strict avoidance of offensive and demeaning behavior in any form) as well as the policy against bribery and corruption (hereinafter "the policies"). Any potential violation of NG's ethical standards or the policies must be reported to the Society immediately through the Ethics Helpline (888) 647-0647 (888-NGS-0-NGS), or [EthicsNGS@getintouch.com](mailto:EthicsNGS@getintouch.com), or [intouchwebsite.com/NGS](http://intouchwebsite.com/NGS), or via another reporting avenue (including your NG Contact) as set forth under the Code of Ethics provisions for Addressing Concerns – Reporting Violations. NG fully reserves the right to terminate this Agreement as a result of any failure to comply with the requirements set forth in this paragraph.
- d. **Record of Payments; Audit.** Contractor will make any third party payments in connection with this Agreement in a manner that creates an accurate record of such payments and will accurately record such payments in Contractor's books and records. Whenever reasonably possible, Contractor and any person or entity who will perform the Services will make all payments relating to this Agreement by check, wire transfer, credit card or any similar method that creates an external record of the transaction and will avoid making such payments in cash. NG will be permitted, at its own expense and upon reasonable notice, to audit the books and records of Contractor with respect to transactions relating to this Agreement. Contractor will cooperate fully with any and all audits and related training by NG.
- e. **Obligations To Report And Update.** Contractor will promptly report to NG any fact or occurrence that renders inaccurate or misleading any representation, warranty, covenant or undertaking in this paragraph section.

13. **Indemnification.** Contractor will defend, indemnify and hold NG, its officers, directors, employees, licensees and assigns harmless from and against any and all third party claims, actions, damages, or expenses (including reasonable attorney's fees) arising out of Contractor's negligence or breach or alleged breach of the foregoing warranties and representations.

14. **Force Majeure.** If any event of Force Majeure or Contractor's default prevents Contractor's delivery of the Services in a timely manner, Contractor will notify NG of such event of Force Majeure in writing setting forth the reason for and estimated length of the delay. NG may require delivery after the delay caused by the event of Force Majeure or default abates. If NG is unable to make use of the services of Contractor due to an event of Force Majeure or default, NG may at NG's sole discretion, terminate this Agreement and Contractor's services (in accordance with the section entitled Termination) or suspend the performance of Contractor's services and payments for the period of the event.

- a. For the purposes of this Agreement, an event of Force Majeure will mean any act of God, lockout, strike, or other labor dispute, riot, or civil disorder, injunction, judgment, adverse claim, fire, flood, epidemic or pandemic, failure or impairment of technical facilities, death or incapacity of any principal production personnel or crew member, or any other Force Majeure event, cause, condition, or reason beyond the reasonable control of Contractor or NG as the case may be.
- b. For the purposes of this Agreement, default will mean Contractor's failure to satisfactorily perform (in NG's sole discretion) any of Contractor's obligations under this Agreement. In the event of default, NG will give written notice of the default to Contractor, and provide Contractor with a period to cure (the "Cure Period"). The duration of the Cure Period will be a function of the schedule for Services and Deliverables as well as the nature of the default.

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15. **Termination.** NG may terminate this Agreement at any point with written notice to Contractor. Termination shall not alter NG's rights hereunder with respect to Works obtained or created prior to termination.

- a. If NG terminates due to Contractor's default, then, NG may adjust the Compensation and pay Contractor for the value of the Services, including Deliverables provided, if appropriate, with such value to be determined by NG in its sole good faith discretion, taking into account the reduced value of incomplete or unsatisfactory Services, including Deliverables.
- b. If termination is without cause i.e., not for Contractor's material default or non-performance or for any force majeure event, and prior to commencement of the Work, then within a reasonable time after such termination, NG shall pay a pro rata portion of any fixed-fee component of the Compensation based on the following schedule: twenty five percent (25%) if NG terminates two (2) weeks prior or more to the commencement of the Work; fifty percent (50%) if NG terminates one week prior to the commencement of the Work, and, one hundred percent (100%) if NG terminates less than one-week prior to the commencement of the Work.
- c. If NG terminates without cause after the commencement of the Work, then NG will pay a minimum of 25% of any fixed-fee component of the Compensation.
- d. In addition, for any scenario under section a, b or c, NG shall pay for specifically authorized and/or legitimately incurred expenses or time-basis fees accrued through the date of termination, as considered in the sole and reasonable discretion of NG.
- e. Notwithstanding anything to the contrary in this Agreement, NG may, in addition to its other remedies, immediately suspend or terminate this Agreement in the event NG receives information which it reasonably determines to be evidence of a breach by Contractor, or any of Contractor's officers or employees, of any provision in Compliance With Ethical Business Practices or Exhibit B, as applicable. In the event of such termination, NG will have no liability to Contractor for any further fees, expense reimbursements or other compensation under this Agreement, including for compensation previously earned.

16. **Return of Records.** Upon expiration or termination of this Agreement, Contractor will deliver all NG records, notes, data, memoranda, models or other materials in any form that relate to the provision of Services, including Deliverables, hereunder, any ideas, inventions, materials and works of authorship created hereunder to which NG has ownership rights pursuant to this Agreement and any Confidential Information or Trade Secrets, including all copies and evidence of the foregoing in any form.

17. **Dispute Resolution and Governing Law.**

- a. **Agreement to Resolve Claims.** This Agreement will be governed by the laws of the District of Columbia applicable to contracts made and to be wholly performed therein. The parties agree that, except as to disputes concerning this Agreement which NG seeks to enforce under the sub-section **Remedies**, below, they will attempt in good faith to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, through a process of mediation in Washington, D.C. under the supervision of a mutually agreed upon mediator. In the event that mediation fails to settle such a dispute, the parties agree that they will proceed to arbitration in Washington, D.C. in accordance with the then existing JAMS Streamlined Arbitration Rules and Procedures by one (1) arbitrator appointed in accordance with said Rules. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Upon the rendered award, judgment may be entered in any court having competent jurisdiction. In the event of arbitration, the non-prevailing party will be responsible to pay all costs of arbitration, the prevailing party's reasonable attorney's fees, costs and other disbursements, plus legal interest on the award.
- b. **Remedies.** Contractor acknowledges that in the event it breaches any provision contained in the sections entitled Warranties (with respect to sub-section f., only), Assignment of Rights, Confidential Information or Trade Secrets, or Return of Records of this Agreement, NG's interests will be irreparably injured, the full

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extent of NG's damages may be impossible to ascertain, monetary damages will not be an adequate remedy for NG, and NG will be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

18. **Notices.** All notices required under this Agreement will be in writing to the Chief Legal Officer and will be given to the parties either by personal delivery, express mail services (with certification of delivery), or by registered or certified mail (postage prepaid), and will be deemed given hereunder on the date delivered, or a date two (2) business days after the date mailed if mailed in the United States, and ten (10) business days if mailed outside the United States, unless sender has a receipt documenting a specific delivery date. Until further written notice, the addresses of the parties are those contained in the heading of this Agreement. Copies of notices must also be sent to by email to legalnotices@ngs.org.

19. **General.**

- a. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of each party and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other parties; provided, however, that NG may assign this Agreement to any entity under common ownership or control, and Contractor may assign any payment due to it under this Agreement by giving NG written Notice of its desire to make such assignment.
- b. **No Joint Venture.** This Agreement does not constitute any partnership or joint venture between the parties, and neither will have any right to bind the other to any obligations, except as may be specifically stated herein.
- c. **Complete Agreement.** This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their agreement. Captions and paragraph headings are for convenience only. This Agreement will not be modified or amended, except in writing signed by the parties and specifically referring to this Agreement. This Agreement will take precedence over any other documents that may be in conflict with this Agreement. No waiver by either party of any default will be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement. If a court of competent jurisdiction hereof holds any provision invalid or unenforceable, such invalidity will not affect the validity or operation of any other provision, and such invalid provision will be deemed to be severed from this Agreement. Each of the parties has agreed to the use of the particular language of the provision of this Agreement and any questions of doubtful interpretation will not be resolved by any rule or interpretation against the draftsman, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- d. **Counterpart Execution; Facsimile Execution.** This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. In place of the transmittal of original documents, and where permitted by applicable law, such executions may be transmitted to the other parties by facsimile, portable document format (pdf) or similar electronic image-based format (collectively, "Facsimile") and such Facsimile execution will have the full force and effect of an original signature. All fully executed counterparts, whether original executions or Facsimile executions or a combination, will be construed together and will constitute one and the same agreement. Neither party will repudiate the meaning of an electronic signature(s) or claim an electronic signature(s) is not legally binding.
- e. **Authority.** The person signing this Agreement has the requisite authority, personally or on behalf of Contractor, to make the commitments and undertake the responsibilities described in this Agreement.

20. **Exhibits.** The attached Exhibits are incorporated into this Agreement.

- a. **Exhibit A.** Description of Services, Deliverables and Compensation

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

### NATIONAL GEOGRAPHIC SOCIETY

By:   
(1/13/23, 2023 12:58 EST)

Print Name: Alex Tait

Title: The Geographer

### VISUALIZATION FOR TRANSPARENCY FOUNDATION

By:   
Karma Peiró (Jan 3, 2023 18:40 GMT+1)

Print Name: Karma Peiró

Title: CEO

### Acknowledgement of No Workers Compensation Coverage

I, the undersigned, fully understand that I am solely responsible for my health, welfare and general well-being, and for that of my employees or subcontractors, while conducting any activities required by the scope of work of this Agreement. I understand and acknowledge that NG will not supply or extend any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status and accepts no liability for my general health or the general health of my employees/subcontractors during the term of this Agreement. I acknowledge I may have an obligation to obtain workers compensation insurance on my own or others behalf but have declined to do so.

AGREED AND ACCEPTED

### VISUALIZATION FOR TRANSPARENCY FOUNDATION – KARMA PEIRÓ

By:   
Karma Peiró (Jan 3, 2023 18:40 GMT+1)

Date: Jan 3, 2023

Print Name: Karma Peiró

Title: CEO

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## Exhibit A – Description of Services and Deliverables

1. **Term.** The “Term” of this Agreement will commence on the Effective Date and terminate by **April 15, 2023** at which time NG will have received all Services and Deliverables required under this Agreement.
2. **Services.** NG engages Contractor to provide **planning, design, and execution of an interactive website showcasing NGS’s World Water Map for the UN World Water Conference** (the “Services”). The Services are for the following:
3. **Deliverables.** NG engages Contractor to provide the following (the “Deliverables”):
  - a. **Visual and interaction design files on Figma**
  - b. **Interactive storytelling experience explaining and mapping the water gap**
4. **Schedule of Deliverables.**

Description	Date
Kickoff	<u>Dec. 14 2022</u>
Design crit is a very basic review of the plan and design approach	<u>Dec. 20, 2022</u>
Design crit is a review of the first draft of the work: Output 1 for approval described 3a1:	<u>Jan. 9, 2023</u>
NGS approval output 1:	<u>Jan. 16, 2023</u>
Prototype review	<u>Jan. 20, 2023</u>
Interactive review	<u>Feb. 13, 2023</u> <u>Feb. 27, 2023</u>
NGS approval output 2 described in 4b	<u>Mar. 10, 2023</u>

5. **Compensation.**
  - a. **Fees.** For the Services, including Deliverables, NG will pay Contractor a fixed total of **72,400 USD** (converted from 68,000 euros) as follows:
    - i. **36,200 USD** upon signing the contract and receipt of Contractor invoice;
    - ii. **18,100 USD** upon receipt Output 1 and receipt of Contractor invoice.
    - iii. **18,100 USD** upon receipt of Output 2 and receipt of Contractor invoice.
  - b. **Expenses.** For reimbursement of any expense under this Agreement, Contractor must: (1) obtain written approval, which can include email, from NG in advance of incurring the expense; (2 ) comply with all applicable terms of the NG Travel and Business Expenses Policy (provided separately to Contractor); and (3) submit the pre-approved expense for reimbursement within ninety (90) days of incurring the expense. **NG reserves the right to withhold and/or make deductions from Contractors compensation under this Agreement, or to terminate this Agreement for non-compliance with all requirements concerning expense reimbursement.** The expenses subject to reimbursement under this are as follows:
  - c. **Equipment.** If Contractor is expected to use their own equipment, supplies and tools then it is Contractor’s responsibility to pay for all costs and expenses, including insurance, associated with this Agreement, other than as specifically set forth in the immediately preceding sub-sections. Contractor is solely responsible for insurance on their equipment. For avoidance of doubt, NG shall have no liability for any claim related to damage, repairs, or replacement of such equipment.
6. **NG Materials.** NG will provide Contractor with the dataset generated for the World Water Map.