

# Participation Packet



Working together as good corporate citizens committed to environmental stewardship, social responsibility, and corporate governance.

**JOIN US!**

A photograph of several offshore wind turbines in a blue ocean under a clear sky. The turbines have white blades and yellow support structures. One turbine is in the foreground, partially cut off by the right edge of the frame. Another is in the middle ground, and a third is further back on the left. The water is a deep blue, and the sky is a lighter blue.

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## Dear Prospective Participating Company

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A handwritten signature in black ink, appearing to read "Erik Milito".

Erik G. Milito,  
NOIA President

Thank you for your interest in joining NOIA ESG Network, a collaborative initiative focused on enhancing performance in environmental stewardship, social responsibility, and corporate governance. We are pleased that your company is interested in joining this coalition of companies committed to good corporate citizenship.

To participate, please review and complete the checklist of items below.

If at any time you have questions or concerns regarding the items listed below, please reach out to:

Catherine Brown ([cbrown@noia.org](mailto:cbrown@noia.org)) or Ashley Parkins ([aparkins@noia.org](mailto:aparkins@noia.org)).

If you have questions about the details of the NOIA ESG Network, please contact Erik Milito ([milito@noia.org](mailto:milito@noia.org)).

Thank you for your interest and we hope you will join us and be a part of this important program.

Erik Milito,  
President  
National Ocean Industries Association

### PARTICIPATING COMPANY CHECKLIST

- Read, sign, scan and email the NOIA ESG Network Participation Agreement (you can e-mail the signature page alone)
- Include completed company contact information on the signature page
- Email an .EPS (or vector-based) high-resolution file of your company logo





## NOIA ESG Principles

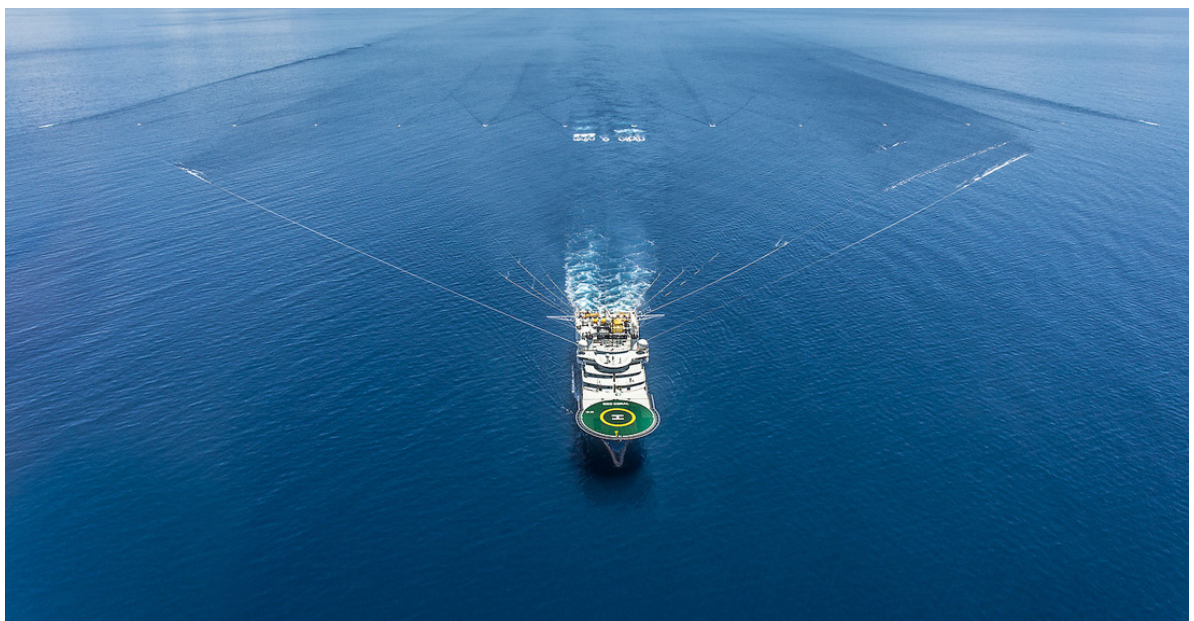
### Foundational ESG Principle:

NOIA member companies provide the energy that is essential for our everyday lives and raises the quality of life of our communities, reducing poverty and hunger while promoting good health and well-being.

We operate in coastal and ocean environments with safety, health, environmental protection and sustainability as core values.

We share a commitment to a high standard of corporate citizenship and continuous improvement in environmental, social and governance performance.

We recognize the risks of climate change and, as innovators, we strive to contribute solutions and best practices to optimally balance societal and environmental needs.







## Environmental

NOIA and its Members commit to:

- Using energy efficiently;
- Managing water and waste responsibly;
- Advancing best practices to reduce environmental impact and promote ecosystem health.



## Social

NOIA and its Members commit to:

- Diversity and inclusion in hiring and employment practices;
- Safe and healthy working conditions for employees and partners;
- Improving communities where we work and live.



## Governance

NOIA and its Members commit to:

- Operate in an ethical manner and in compliance with laws and regulations.
- Implementing processes that incorporate ESG principles and practices.
- Manage risk through appropriate controls.

## Climate Change

NOIA and its member companies commit to a collaborative approach with all stakeholders in providing solutions that balance economic, environmental and energy needs for society. We contribute to the advancement of principles of innovation, conservation, efficiency, resiliency, mitigation and adaptation that must be part of a systematic approach to addressing the climate challenge.

# Participation Agreement



This constitutes an agreement between the National Ocean Industries Association (“NOIA”), a corporation of the District of Columbia, having an office at 1220 L Street N.W., Washington, D.C., 20005, and the signatory below (“Participant”).

WHEREAS, NOIA is a recognized trade association representing the offshore energy industry and has, among others, the following objectives:

- To facilitate a meaningful energy dialogue from diverse perspectives
- To be a learning organization and foster the mutual improvement of its members, including safety and environmental performance, through collaborative industry programs and efforts
- We strive to contribute solutions and best practices to optimally balance societal and environmental needs for meeting the climate challenge

WHEREAS, NOIA has established an ESG Committee and an ESG Program, “NOIA ESG Network”.

WHEREAS, NOIA ESG Network is a programmatic initiative designed to bring NOIA members together in a collaborative atmosphere to learn and improve in ESG.

WHEREAS, NOIA’s member companies may voluntarily participate in NOIA ESG Network.

THEREFORE, the Parties agree as follows:

## Participant agrees to:

1. Participate in meetings and workshops of the NOIA ESG Network.
2. Provide support to the NOIA ESG Network by hosting meetings and workshops, assisting in scheduling speakers for meetings and workshops, providing logistical support for meetings and workshops, and encouraging employees and other NOIA members to attend meetings and workshops.
3. Provide appropriate, publicly suitable, information and resources in support of the NOIA ESG Network, including individual company and industry examples of ESG programs and reports for use in the Annual Report of the NOIA ESG Network.



# Participation Agreement

**Use of Marks.** NOIA grants to Participant a limited, non-exclusive, revocable, and non-transferrable license to use the NOIA ESG Network Program Marks ("Program Marks") in marketing materials to indicate the Participant's participation in the Program. Participant may only use the Program Marks as follows:

Participant's promotional materials may contain a factual statement that the Participant is a "NOIA ESG Network Participant", or language that similarly indicates participation in the program;

Participant may use the Program Marks on materials to identify the Participant's participation in the Program; and

Participant agrees to correct or remove inaccurate or misleading uses of the Program Mark(s) if NOIA, in its sole discretion, notifies Participant that it must do so.

Participant agrees that NOIA is the sole owner of the Program Marks, as well as the other NOIA marks, and agrees not to take any actions that are inconsistent with NOIA's ownership rights including, but not limited to, challenging NOIA's ownership rights and/or attempting to register these Program Marks in any country, state or other jurisdiction.

Participant understands and agrees that this Agreement does not authorize Participant to use any NOIA marks other than the Program Marks. Except as authorized by this Agreement, Participant agrees it shall not suggest or indicate NOIA's sponsorship, approval or endorsement of its practices, products or services.

Participant grants to NOIA a limited, non-exclusive, revocable, and non-transferrable license to use a company mark in marketing materials to indicate the Participant's participation in the Program.

**Confidentiality.** To the extent agreed upon by the parties, NOIA agrees to treat Participant's individually identifiable information as confidential, and agrees to take reasonable steps to prevent disclosure of Participant's reporting information in a way that could associate reported data with Participant

**Relationship.** It is expressly understood between the parties hereto that no association, agency, apparent agency, employer/employee relationship, partnership, or joint venture of any kind has been created.

# Participation Agreement



**NOIA Tax Exempt Status.** NOIA is a nonprofit corporation exempt from United States federal income tax under section 501(c)(6) of the Internal Revenue Code of 1986 as amended. No provision of this Agreement shall obligate NOIA to take any action that is inconsistent with or that could jeopardize its tax-exempt status.

**Assignment.** This Agreement shall not be assignable or transferable by either party in any manner except with the other party's prior written consent, nor shall either party have the right to grant sublicenses. In the event Participant's name or ownership change, Participant shall provide immediate written notice to NOIA. This Agreement shall not and is not intended to benefit nor to grant any right or remedy to any person or entity that is not a party to this Agreement.

**Complete Agreement.** This Agreement sets forth the entire agreement between the parties regarding the Environmental Partnership Program. This Agreement supersedes all prior proposals, understandings or agreements, oral or written, relating thereto.

**Notice of Claims.** Each party agrees to notify the other in writing within five business days of any threats of litigation or of any assertion or allegation that the rights of any third party have been violated by any actions taken pursuant or related to this Agreement. Neither party shall be liable to the other for any lost royalty, cost, expense, or damage whatsoever resulting from a suspension or termination made pursuant to this paragraph.

**Authority to Contract.** The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities to execute this Agreement and to legally bind their respective entities as set forth in this Agreement.

**Termination.** This Agreement may be terminated by either NOIA or Participant at any time, with or without cause, effective immediately upon receipt of written notice of termination. The parties agree that neither party shall be liable to the other for reliance, consequential, punitive or any other damages of any type alleged to be caused by the termination of this Agreement by the other party.





## Participation Agreement

If the above terms and conditions are acceptable, please sign below and return an executive of this agreement to NOIA by e-mail to [aparkins@noia.org](mailto:aparkins@noia.org), or by hard copy to NOIA, 1120 G Street NW, Washington, DC, 20005.

01

Company:

Signed:

Name:

Title:

Department:

Date:

National Ocean Industries Association

Signed:

Name:

Title:

Department:

Date:

Please include the contact information for all of the individuals within your company who will receive communications related to the NOIA ESG Network and associated activities.

02

Name:

Name:

Title:

Title:

Email:

Email:

Phone:

Phone:

## What We Do?

NOIA brings together the leaders of all segments of offshore energy development, with a track record of environmental stewardship, social responsibility, and corporate governance. NOIA provides a natural platform for industry collaboration and engagement on ESG performance and reporting. NOIA ESG Network is a programmatic initiative designed to bring NOIA members together in a collaborative atmosphere to learn and improve in ESG.



### Workshops & Meetings

As a collaborative program, NOIA ESG Network will bring together the leaders of the offshore energy industry to learn, share best practices, and improve performance in ESG. Through workshops and meetings, NOIA members will hear from leading thinkers on the latest trends in ESG and work together as part of a feedback loop of continuous improvement.

### Annual Report

The NOIA ESG Network will release an Annual Report to share learnings and successes with its membership, policy makers, interested stakeholders and the public. The Annual Report provides another learning tool so that NOIA members can identify best practices and trends that can be applied throughout the industry to elevate performance in operations and reporting.

### ESG Innovators Award

In the long term, NOIA ESG Network will include an ESG Innovators Award that will serve to recognize the creative advancements in environmental stewardship, social responsibility and corporate governance of the participants in the program.









America's Offshore Energy Industry

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Washington, D.C. 20005

[www.noia.org](http://www.noia.org)  
[@oceanindustries](https://twitter.com/oceanindustries)