Complimentary Research Collaboration Agreement

PROPOSED AGREEMENT FOR PRINCIPAL REVIEW

This Agreement is between **Yacht Provenance LLC** ("YP") and the collaborating party identified below.

Collaborating Party: _____

Vessel: _____

Date: _____

Part I — The Collaboration

1. Purpose and Scope

Yacht Provenance recognizes and respects the contributions of yacht historians and other researchers to the preservation and understanding of recreational yacht history. YP seeks to participate in and support this community through professional collaboration, the sharing of knowledge and the contribution of its research capabilities.

YP may undertake complimentary research when the Principal determines that a particular yacht, historical question or prospective collaboration merits its attention for scholarly, institutional, personal or other reasons.

The scope of this collaboration is **one comprehensive documentary investigation of an individual recreational yacht**. The investigation may examine the vessel's identity, origins, design, construction, ownership, historical use, voyages, alterations, configuration and other relevant aspects of her history.

The collaborating party may identify particular questions or matters of interest. YP will give them appropriate investigative priority, but they do not narrow the comprehensive scope or predetermine the findings. YP retains independent scholarly judgment and allows the available evidence to determine its findings and conclusions.

Collaborating party's questions or priorities:

_____

_____

2. Nature and Limitations of the Research

The collaboration is voluntary. YP contributes its professional research capabilities without charging a professional research fee, but does not guarantee that particular records will be found, questions answered or definitive conclusions reached.

Historical evidence may be incomplete, inaccessible, contradictory or unavailable. YP will exercise reasonable professional care in the research it undertakes and distinguish supported findings from interpretations, unresolved questions and material limitations.

YP does not provide marine surveying, vessel-condition certification, appraisal, valuation, engineering certification or legal title opinions.

Neither party is obligated to continue the collaboration indefinitely. Discontinuation is governed by Section 12.

3. Collaboration Process

The collaboration ordinarily begins with discussion of the yacht, the collaborating party's questions and any expense funding. Following agreement, YP conducts its independent documentary investigation and may consult the collaborating party during the research.

If the collaboration reaches completion, YP will provide the final digital package described in Section 8.

3A. Yacht Sales and Valuation Information

To maintain its independence from commercial yacht sales and assessments, Yacht Provenance does not provide yacht asking prices, sale prices, comparable-sales information or valuations. Its investigations focus on documenting each vessel's history and evaluating the evidence on its own merits.

This policy applies to research reports, supporting documents, Client Portal content, consultations, correspondence and preliminary research material. Excluded information includes past and current asking prices, sale prices, comparable-sales figures, price ranges, and market, insurance and replacement values. YP does not provide appraisals, valuations, pricing advice, marketability assessments or brokerage services. The collaborating party may be referred to independent yacht brokers, marine appraisers or other appropriate specialists.

When relevant and supported by a source, YP may report a yacht's historical construction cost. YP will identify the nature of the reported figure, such as a documented construction cost, contract price or estimate, and any material uncertainty in the source. A historical construction cost is not presented as an assessment of current market value.

When a historical source contains excluded sales or valuation information, YP may withhold the source or provide an identified copy with that information redacted, subject to third-party rights and source restrictions. YP will preserve the original source in its institutional research records.

This policy does not restrict information about authorized research expenses, reserve accounting, refunds or settlement calculations under this Agreement.

Part II — Research Expenses and Materials

4. Research Expenses

YP charges no professional research fee for this collaboration.

YP recommends an initial **refundable research expense reserve of $500**, but the reserve is optional. The parties may agree on another amount, including $0.

Agreed initial research expense reserve: $_____

Enter $0 if no reserve is agreed.

The reserve may be used for authorized, collaboration-specific third-party research expenses, including archive access, government records, copying and document retrieval. Expenses charged against the reserve will be itemized and recorded in the Client Portal.

The Principal's approval is required before YP commits an expense. YP will obtain the collaborating party's prior agreement before committing an expense that would exceed the available reserve and be charged to the collaborating party. The collaborating party will not owe any unapproved amount.

If the collaborating party has not funded an expense, YP may pay it from its own funds with the Principal's authorization. YP will not charge a YP-funded expense to the collaborating party.

If funding for a particular expense is unavailable or not authorized, YP may leave the associated lead unpursued. YP will identify any material resulting limitation in the research record or dossier.

Unused and uncommitted reserve funds will be returned to the collaborating party after final accounting upon completion or termination of the collaboration.

5. Research Materials

Ordinary reference materials and documentary reproductions acquired using the research expense reserve may become part of YP's institutional research collection. Relevant findings, citations and legally permissible copies or extracts will be provided in the resulting research record or dossier.

Rare, original, unusually valuable or irreplaceable materials require a separate written agreement concerning acquisition, ownership or custody. YP does not ordinarily accept physical custody of rare, valuable, fragile or irreplaceable originals supplied by the collaborating party; digital reproductions are preferred. Any exceptional transfer into YP's custody requires a separate written agreement addressing handling, safeguarding, responsibility for loss or damage, and return.

Third-party copyrights, archival restrictions, digital licenses and other applicable source restrictions remain in effect.

6. Collaborating Party's Materials

The collaborating party retains whatever rights they own in materials they provide to YP, including photographs, documents and recollections. Providing material does not transfer ownership of it to YP.

Subject to any restrictions identified by the collaborating party, YP may use supplied material to conduct the agreed investigation and prepare the dossier. The collaborating party should inform YP of known restrictions on use or disclosure and should not represent another person's rights as their own.

The collaborating party's authorization for YP to publish completed research does not, by itself, grant YP rights to publish every supplied photograph, document or other item. YP may include supplied material in a public edition when there is an appropriate basis for that particular use, including permission, a license, public-domain status or fair use.

The collaborating party is not required by this Agreement to guarantee ownership of every historical item they provide.

Part III — Communications, Deliverables and Rights

7. Client Portal and Communications

The collaborating party will receive secure access to YP's Client Portal, protected by two-factor authentication. The portal will provide access to the signed Agreement, research status, communications, relevant expense accounting and available research materials.

YP welcomes relevant information from the collaborating party throughout the investigation. At the Principal's discretion, YP may share selected preliminary findings or draft material for factual clarification and identification of additional evidence. Such material is provisional. The collaborating party's comments will be considered while YP retains independent scholarly judgment.

Preliminary materials are not final deliverables and do not begin the examination period described in Section 8.

8. Final Deliverables and Examination

If the collaboration reaches completion, YP will prepare a final digital package consisting of:

1. A signed Cover Letter.

2. An Executive Summary.

3. A Documentary Dossier.

The Principal will approve the exact final package for release. YP will then deliver the approved package to the collaborating party **by email** and provide access to the documents through the Client Portal.

No printed or mailed copy is included unless the parties separately agree in writing.

The collaborating party's **30-calendar-day examination period** begins when both complete electronic delivery of all three documents by email and notification have occurred. If they occur at different times, the period begins at the later time. Preliminary materials, preparation for delivery and an undelivered package do not start the period.

During the full 30-calendar-day period, the collaborating party may examine the documents, ask questions, seek clarification and raise material objections. A material objection identifies a significant factual error, material omission or failure to perform an agreed obligation, with sufficient information for YP to examine it. An earlier acknowledgment or acceptance does not shorten the examination period.

YP will consider and address timely material objections. An unresolved timely material objection will not be treated as resolved solely because the examination period has expired. If a correction is warranted, YP will identify the affected version and provide the collaborating party with the corrected material.

During **days 31 through 60**, measured from the start of the examination period, the collaborating party may submit a specific, substantiated allegation of material research deficiency or identify important new evidence. The Principal may, at YP's discretion, authorize a limited continuation of the original investigation without an additional professional fee, subject to applicable expense authorizations. YP may provide a dated electronic correction or addendum when appropriate.

After day 60, YP has no continuing contractual obligation to provide complimentary research or revisions, except as required by law. Timely submitted material objections remain subject to appropriate disposition.

9. Dossier Ownership and Use

The collaborating party owns the delivered dossier copy and receives a worldwide, royalty-free, nonexclusive license, without ordinary contractual expiration, to reproduce, publish, distribute, sell, adapt and transfer the dossier for commercial or noncommercial purposes, to the extent YP controls the relevant rights.

YP retains whatever copyright it lawfully owns in its original content and retains its institutional research records.

The dossier may include photographs, drawings, documents, quotations and other material owned or controlled by third parties. Such material remains subject to applicable third-party rights, licenses, archival restrictions and source terms. YP's license to the collaborating party does not transfer or grant rights in third-party material beyond those YP is authorized to grant.

YP may include third-party material on a basis appropriate to its use, including permission, a license, public-domain status or fair use. YP's reliance on fair use for its particular use does not by itself grant the collaborating party permission for a different use. The collaborating party's own rights, including any applicable fair use, remain available and must be assessed in light of their particular use and distribution. A credit or source citation alone does not grant permission.

Materially altered versions must not be represented as YP's unchanged findings or authenticated original dossier.

10. Public Dissemination Authorization

As the **standard condition** for waiver of the professional research fee, the collaborating party grants YP express written authorization to publish and publicly disseminate the completed research. The Principal may agree to an exception for a particular collaboration in a written agreement with the collaborating party.

Unless an exception is agreed in writing, the collaborating party authorizes YP, at its discretion, to reproduce, publish, distribute and publicly disseminate the completed dossier and related completed research lawfully developed under this collaboration, in whole or in part. Permitted forms may include YP's website, institutional publications, scholarly presentations and promotional materials. This authorization permits publication; it does not require YP to publish.

YP may identify the yacht. The collaborating party's personal identity remains confidential unless separately authorized.

YP will not publish the completed dossier until the full 30-calendar-day examination period has elapsed and timely material objections affecting publication have been addressed. Publication permission and YP's decision to publish a particular edition are separate matters.

The collaborating party grants authorization only to the extent they have authority to do so. This authorization does not transfer or override third-party copyright, archival restrictions, source restrictions, privacy rights or other applicable rights. It does not automatically grant YP rights to publish every item supplied by the collaborating party.

The standard authorization does **not** automatically permit publication of unfinished research if the collaboration ends before completion. YP will obtain the collaborating party's separate written authorization before publishing such unfinished material.

A paid commission may be converted to this complimentary arrangement only by mutual written agreement addressing financial settlement and applicable publication rights.

Any agreed exception to the standard publication condition:

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_____

11. Confidentiality and Research Access

YP will protect the collaborating party's nonpublic information and communications, except as reasonably necessary for authorized research or as required by law. YP may identify the yacht when contacting archives, historians and other relevant sources.

For collaborations commissioned by nonowners, YP will not initiate contact with the current owner or the owner's representatives without the collaborating party's consent and verified written authorization from the owner or an authorized representative. YP will not access privately controlled vessels, records or materials without appropriate permission.

Part IV — Conclusion and General Provisions

12. Voluntary Discontinuation

Either party may discontinue the collaboration by written notice. Discontinuation does not require YP to complete unfinished research or prepare a final dossier.

YP will reconcile authorized third-party expenses and refund unused and uncommitted reserve funds. The collaborating party will not owe an unapproved expense, and YP-funded expenses will not be charged to the collaborating party.

At its discretion, YP may share completed or unfinished material **privately** with the collaborating party, subject to confidentiality and third-party rights. Unfinished material will be identified as preliminary and incomplete, with relevant uncertainties and restrictions.

Publication of unfinished research following discontinuation requires the collaborating party's separate written authorization under Section 10. Any authorization concerning completed research continues according to its terms and applicable rights.

13. Changes and Extraordinary Circumstances

The standard research scope is one comprehensive documentary investigation of an individual recreational yacht. The collaborating party's questions guide investigative priorities without narrowing that scope.

Unusual circumstances will be addressed through reasonable discussion. Agreed material changes to this Agreement or to the parties' arrangements must be documented in writing.

14. Governing Law and Agreement

This Agreement is governed by Colorado law, subject to applicable mandatory law. Electronic signatures and electronically retained copies may be used to execute and preserve this Agreement.

Acceptance

For Yacht Provenance LLC

Authorized representative: _____

Signature: _____ Date: _____

Collaborating Party

Name: _____

Signature: _____ Date: _____