

Gulf of Mexico Research Initiative Research Board  
Bylaws Appendix 2: Master Research Agreement Section 3

**3. RESEARCH BOARD**

3.1 Generally. The role of the Research Board shall be to ensure the intellectual quality, research effectiveness and academic independence of the GoMRI programs, select the Research Consortia that shall receive GoMRI funds for Approved Research Projects pursuant to merit review by peer evaluation as described in the NSB Peer Evaluation Process, and perform an annual review and approval for funding of research programs conducted at such Research Consortia. Except as otherwise herein provided or delegated, the Research Board shall serve as the decision-making and oversight body regarding the research conducted pursuant to the GoMRI. The Research Board's operations shall be supported by the Research Board Administrative Entity as described in Section 3.10 and by the GoMRI Administrative Unit, as set forth in this Agreement.

3.2 Responsibilities. The Research Board has the responsibility and authority, consistent with the purposes of the GoMRI and this Agreement, to conduct the following activities, in addition to such other activities as are set forth in this Agreement:

3.2.1 General Oversight. The Research Board shall oversee the conduct of Approved Research Projects at the Research Consortia necessary to ensure the intellectual quality, research effectiveness and academic independence of the GoMRI programs, including, but not limited to, review of the financial statements and reports submitted by the Research Consortia pursuant to Sections 10.1 and 10.2, and the conduct of audits pursuant to Section 10.3, as well as review of such other information as the Research Board may request from the Research Consortia from time to time. As part of these oversight responsibilities, the Research Board shall establish a conflict of interest policy and procedure to identify and manage, in a consistent and transparent manner, any potential or actual conflicts of interest involving Research Consortia and Research Investigators. The GoMRI Grant Unit shall make periodic reports to the Research Board regarding such conflicts of interests and how such conflicts were managed, pursuant to such policy or procedure established by the Research Board. In the event that the GoMRI Grant Unit is unable to manage satisfactorily any conflict of interest pursuant to the Research Board's policy or procedure, the GoMRI Grant Unit shall submit such conflict to the Research Board, which shall make a final determination regarding such conflict. Should the Research Board determine that the research conducted by the Research Consortia does not demonstrate appropriate progress or quality, the research undertaken by the Research Consortia fails to conform to the intent of the RFP, or if there is any misappropriation of funds by the Research Consortia, the Research Board shall promptly provide the Parties and the relevant Research Consortia with written notice.

3.2.2 Review of Research Themes. The Research Board may, in its sole discretion, amend the Original Research Themes or adopt Subsequent Research Themes for Approved Research Projects, in accordance with Section 1.2.2.

3.2.3 RFP Development and Distribution. Subject to the requirements of Sections 5.1 and 5.2, and with the support of the GoMRI Administrative Unit, the Research Board shall participate in the development of RFPs and distribute such RFPs to solicit Proposals from potential Research Consortia to receive funding from, and conduct research under, the GoMRI.

3.2.4 Review of Proposals in Response to RFPs. Subject to the requirements of Sections 5.3 and 5.4 and with the support of the GoMRI Administrative Unit, the Research Board shall review Proposals from potential Research Consortia to receive funding from, and conduct research under, the GoMRI in response to RFPs, pursuant to merit review by peer evaluation as described in the NSB Peer

Evaluation Process. The GoMRI Administrative Unit shall verify that all Proposals submitted to the Research Board for review meet the minimum requirements set forth in Section 5.3.

3.2.5 Selection of Proposals as Approved Research Projects. In advance of Proposal selection, the GoMRI Administrative Unit shall notify the Research Board of the maximum amount of Research Project Costs allocated to that Program Year. Subject to the requirements of Section 5.5 and with the support of the GoMRI Administrative Unit, the Research Board shall then review and select Proposals as Approved Research Projects, that together with any authorized Continuation Funding Requests or amendments to Approved Research Projects described in Sections 3.2.6 and 6, do not exceed the maximum amount of Research Project Costs allocated to that Program Year. The Research Board shall then direct the GoMRI Administrative Unit to (a) notify the Research Consortia and the Parties as to which Proposals have been selected as Approved Research Projects, and (b) direct the GoMRI Grant Unit to enter into Grant Agreements with the Research Consortia for the Approved Research Projects, as described in Section 7, provided that the Research Board must approve the appointment of any Research Project Director prior to execution of the Grant Agreement, as set forth in Section 4.5.

3.2.6 Authorize Continuation Funding or Amendments to Approved Research Projects. In advance of the review of Continuation Funding Requests for Approved Research Projects, the GoMRI Administrative Unit shall notify the Research Board of the maximum amount of Research Project Costs allocated to that Program Year. Subject to the requirements of Sections 6.1, 6.2 and 6.3 and with the support of the GoMRI Administrative Unit, the Research Board shall then review and authorize Continuation Funding Requests, that together with any Approved Research Projects or amendments to Approved Research Projects described in Sections 3.2.5 and 6.4, do not exceed the maximum amount of Research Project Costs allocated to that Program Year. The Research Board shall then direct the GoMRI Administrative Unit to (a) notify the Research Consortia and the Parties as to which Continuation Funding Requests have been authorized, and (b) direct the GoMRI Grant Unit to enter into amended Grant Agreements with the Research Consortia based on the Continuation Funding Requests, as described in Sections 6.3.3 and 7. On an as-received basis and with the support of the GoMRI Administrative Unit, the Research Board shall review and authorize amendments to Approved Research Projects as described in Section 6.4; provided, however, that any funds authorized pursuant to amendments to Approved Research Projects must not cause the Research Project Costs to exceed the Research Project Costs allocated to that Program Year.

3.2.7 Research Database. In consultation with the Directors of the Research Consortia and the GoMRI Administrative Unit, the Research Board shall develop policies concerning the appropriate formats and procedures for the Research Database to be created and managed by the GoMRI Administrative Unit, as described in Section 9.2.4.

3.2.8 Reports. For each Program Year, the Research Board shall provide the specifications for the Research Reports described in Section 10.2 to the GoMRI Administrative Unit no later than the date the Research Program Costs for that Program Year are distributed to the Research Consortia. The Research Board may request that the GoMRI Administrative Unit assist in the development of such reporting specifications.

3.2.9 Timeline. The Research Board shall, in conjunction with BP and the GoMRI Administrative Unit, establish a timeline (the "Timeline") for the conduct of Research Board activities necessary to meet the requirements of this Agreement, including, but not limited to, those activities described in this Section 3.2. The Research Board shall utilize its best efforts to adhere to this Timeline. Any changes to this Timeline by the Research Board shall be subject to the approval of BP and the GoMRI Administrative Unit. The Parties will evaluate the success of their individual appointees to the Research Board based on the ability of the Research Board to fulfill the tasks as set forth on the Timeline.

3.3 Bylaws. The Research Board shall establish bylaws (the "Bylaws") that will govern its internal operations, supplementing what is set forth in this Agreement, which shall be made publicly available on the GoMRI website. The Bylaws, which shall be adopted or amended in accordance with Section 3.7.2, shall be consistent with this Agreement, and, should any inconsistencies arise, this Agreement shall apply notwithstanding and shall take precedence over any inconsistent terms or conditions that may be specified in such Bylaws or any amendment thereto. Such Bylaws, at a minimum, shall contain provisions governing the following:

- (a) Election and term of the Research Board Chairman.
- (b) Standards for acceptable Research Board member attendance and participation in Research Board activities, including provisions requiring that, if these standards are not met, (i) the Research Board recommend to the member that he or she resign pursuant to 3.5.2, or (ii) the Research Board recommend to the Party that appointed such member that the member be removed pursuant to Section 3.5.1
- (c) Creation of an operational structure to conduct its activities pursuant to the timeline described in Section 3.2.9, including the redirection of Research Board tasks should a Research Board member be unable to complete his or her work in a timely fashion.
- (d) Ensure that Research Board meetings, discussions and reports are handled in accordance with NSF standards, as described *in* Section 3.8.
- (e) Procedural matters not inconsistent with or otherwise determined by Section 3 of this Agreement.

3.4 Composition. The Research Board shall have twenty (20) members, consisting of (a) ten (10) members appointed by BP and (b) ten (10) members appointed by the Alliance. All Research Board appointees shall (a) have peer-recognized research credentials and be from academic institutions, or been associated for long periods with academic institutions, or from other nationally-recognized research entities such as a national laboratory, research institute, or other peer-recognized research entity; and (b) agree to comply with the terms of this Agreement, including the Research Board responsibilities described herein. The appointees shall not include political appointees, BP employees, or State personnel outside of academic or research institutions. BP or the Alliance may, by written notice to the other and the Chairman of the Research Board, object to the appointment of any Research Board member based on the qualifications set forth in this Section 3.4, provided that such notice is given within ninety (90) days after the appointment of such Research Board member. If one of the Parties lodges such an objection, the Parties shall exercise their best efforts to resolve the matter by consensus. However, in the event that consensus cannot be achieved, the matter shall be resolved pursuant to the dispute resolution procedures described in Section 15.

### 3.5 Removal or Resignation; Vacancies

3.5.1 Removal. BP or the Alliance may each at any time, by written notice to the other and to the Chairman, remove (with or without cause) any Research Board member who the removing Party had appointed. A Research Board member may not be removed except at the written direction of the Party that appointed such Research Board member; provided, however, the appointing Party shall be provided with notice by the Chairman of a Research Board member's failure to satisfy the requirements for Board member participation and attendance set forth in the Bylaws, as described in Section 3.3.

3.5.2 Resignation. A Research Board member may resign at any time, by written notice to the Party that appointed him or her, and to the Chairman; provided, however, that the Research Board

may recommend that a member resign for member's failure to satisfy the requirements for Board member participation and attendance set forth in the Bylaws, as described in Section 3.3.

3.5.3 Vacancies. If a vacancy occurs on the Research Board for any reason, the vacancy shall be filled by appointment of a new Research Board member by the Party entitled to appoint the Board member creating the vacancy.

### 3.6 Chairman

3.6.1 Qualification and Election. The Chairman shall be a member of the Research Board. The first Chairman of the Research Board shall be Dr. Rita Colwell, former Director of the NSF. The term and election of the Chairman shall be as set forth in Bylaws adopted by the Research Board pursuant to Section 3.3.

3.6.2 Responsibilities. The Chairman has the responsibility and authority, consistent with the purposes of the GoMRI and this Agreement, to undertake the following activities:

- (a) Preside over meetings of the Research Board.
- (b) Appoint a Vice Chairman from among the Research Board members, who, in the absence of the Chairman or the inability of the Chairman to perform the functions required by the Timeline described in Section 3.2.9, shall preside at meetings of the Research Board and perform such other duties as would otherwise be required of the Chairman.
- (c) Confer with the Research Board Administrative Entity regarding the meeting schedule described in Sections 3.7.1 and 3.10.1, and the calling of any special meetings pursuant to those Sections.
- (d) Exercise such oversight functions as are detailed in the Research Board Conflict of Interest Policy and Confidentiality Statement.
- (e) Prepare and distribute meeting agendas, reports and meeting summaries, as set forth in Section 3.7.4.
- (f) Serve as the official source of communication from the Research Board to any third party, including any communication with the Parties, the GoMRI Administrative Unit, the Research Board Administrative Entity or the Research Consortia.
- (g) Exercise such responsibilities as are set forth in resolutions or Bylaws adopted by the Research Board, or as required by the Parties.

### 3.7 Procedural Matters.

3.7.1 Notice; Quorum. Regular meetings of the Research Board shall be held in accordance with a schedule of meetings, as set forth in Section 3.10.1(a); no notice of any such regular meeting shall be required unless required by resolution of the Research Board. Unless otherwise provided by resolution of or Bylaws adopted by the Research Board, special meetings of the Research Board may be called by the Chairman of the Research Board upon not less than five (5) Business Days' prior written notice to all Research Board members stating the purpose or purposes thereof; provided that any Research Board member may waive such notice prior to, at or after the meeting. Two-thirds of the Research Board members in office shall constitute a quorum for the transaction of business at any meeting of the Research Board.

3.7.2 Voting. Each member of the Research Board shall be entitled to cast one vote on each matter considered by the Research Board. The Research Board shall exercise its best efforts to make all decisions by consensus. However, in the event that consensus cannot be achieved, all decisions, including the enactment or amendment of Bylaws described in Section 3.3, shall require the approval of two-thirds of all members in office (which will be increased to the next higher integer of the members currently in office).

### 3.7.3 Telephonic Meetings; Written Consents.

(a) Any meeting of the Research Board may be attended by conference telephone or similar communication equipment so long as all Research Board members participating in the meeting can hear one another, and all Research Board members participating by telephone or similar communication equipment shall be deemed to be present in person at the meeting. No Research Board member may appoint a proxy to serve on his or her behalf at any meeting of the Research Board, whether in person or by conference telephone or similar communication equipment.

(b) Any action to be taken at a meeting of the Research Board may be taken without such meeting by the written consent of such of the Research Board members as would be required to take such action at a meeting. Any such written consent may be executed and given by telecopy, email or similar electronic means to the Chairman of the Research Board or her or his designee, and shall be filed with the meeting summaries describing the proceedings of the Research Board. If any action is so taken by the Research Board by the written consent of less than all of the Research Board members, prompt notice of the taking of such action shall be furnished to each Research Board member who did not execute such written consent (provided that the effectiveness of such action shall not be impaired by any good faith delay or failure to furnish such notice).

3.7.4 Research Board Agenda; Meeting Summaries. The Chairman shall be responsible for providing an agenda for each meeting to the members of the Research Board no later than the close of business (Eastern time) on the Business Day prior to of such meeting. The Chairman shall be responsible for the preparation of draft summaries of all meetings in reasonable detail and distribution of such draft summaries to all members of the Research Board within fifteen (15) Business Days after the relevant meeting. The Chairman shall be responsible for the incorporation of timely received comments and distribution of revised meeting summaries to all members of the Research Board for final review and approval at the following regularly scheduled meeting. The Research Board shall provide copies of any draft or final meeting summaries to the Parties, excluding only confidential matters, within three (3) Business Days of distribution to the members of the Research Board. All meeting summaries shall include a record of the Research Board members in attendance, whether in person or by conference telephone or similar communication equipment. Where necessary to insure confidentiality, such meeting summaries shall not attribute remarks to individual Research Board members.

3.8 Standards of Conduct. The Research Board shall conduct all meetings, discussions and reports in accordance with applicable NSF standards, including adherence to the following requirements, in all aspects of its operations:

3.8.1 Decision procedures shall follow the practice of merit review by peer evaluation as described in the 2005 Report of the National Science Board (NSB-05-119), or any update thereto.

3.8.2 Conflicts of interests issues shall be managed in compliance with NSF practices, including the practices specified in Form 1230P (2/04) "Conflict of Interests and Confidentiality Statement for NSF Panelists." This requirement has been implemented in the form of the Research Board Conflict of Interest Policy and Confidentiality Statement (a copy of the Policy is attached as Appendix 2); the Research Board may amend this policy from time-to-time, provided that any such amendments shall

comply with any applicable NSF practices. (a) In compliance with the Research Board Conflict of Interest Policy and Confidentiality Statement, a Research Board member cannot (i) submit or be involved in any aspect, whether in fact or in appearance, of a Proposal to the GoMRI; (ii) be involved in any aspect, whether in fact or in appearance, of activities conducted pursuant to an Approved Research Project; or (iii) be in a position to benefit financially from any Research Board decision. However, the Research Board may award funding to the home academic or research institutions or research collaborators of Research Board members, provided that such decisions follow the standards set forth in the Research Board Conflict of Interest Policy and Confidentiality Statement.

3.9 Chief Scientific Officer. The Chief Scientific Officer ("Chief Scientific Officer" or "CSO") shall perform such duties as directed by the Research Board in fulfillment of its responsibility and authority pursuant to this Agreement. The CSO shall be selected by a committee comprised of Research Board members and the director of the GoMRI Administrative Unit, subject to approval by the Chairman of the Research Board. The CSO will administratively report to the director of the GoMRI Administrative Unit and functionally report to the Chairman of the Research Board.

3.10 Administrative Support. The Research Board Administrative Entity shall, pursuant to the Research Board Administrative Services Agreement, provide such administrative support for Research Board activities, as is reasonably requested by the Research Board consistent with this Agreement. The CSO shall serve as the manager of, and contact person for, the Research Board Administrative Services Agreement on behalf of the Research Board. Such activities requested by the Research Board may include, but are not limited to or required to include, the following.

3.10.1 Meetings. The Research Board Administrative Entity may provide administrative support for the scheduling, conduct and other tasks associated with Research Board meetings, including the following:

(a) Establish and maintain a schedule of regular meetings of the Research Board, with an 18 month advance schedule. When establishing this schedule, Research Board members will be consulted as to avoid major conflict where possible, but no member of the Research Board, including the Chairman, shall have veto power over the date of a meeting. Provided, however, that the Research Board Administrative Entity shall not schedule a meeting where attendance will not satisfy the quorum requirements set forth in Section 3.7.1. Such meeting schedule shall be provided to the Parties and to the GoMRI Administrative Unit.

(b) Arrange for special meetings of the Research Board upon request of the Chairman, as set forth in Section 3.7.1. Notice of any special meetings shall be provided to the Parties and to the GoMRI Administrative Unit.

(c) Provide the Chairman with staff support for preparing and distributing meeting agendas, reports and meeting summaries, as set forth in Section 3.7.4.

(d) Provide the Research Board with staff support to conduct any debriefing of the Parties as described in Section 3.11.

3.10.2 Finances. The Research Board Administrative Entity may handle the payment of all Research Board expenditures, such as annual compensation, administrative charges, and ordinary and customary travel and entertainment expenses. These charges shall be allocated to the budget for Research Board Administrative Costs.

3.10.3 Compliance with NSF Standards. Assist the Research Board with ensuring that all meetings, discussions and reports are handled in accordance with NSF standards, as described in Section

3.8.

3.10.4 Coordinate activities with the GoMRI Administrative Unit. The Research Board Administrative Entity shall coordinate its activities with the GoMRI Administrative Unit to ensure that the Research Board is fulfilling its obligations pursuant to this Agreement. Any dispute between the Research Board Administrative Entity and the GoMRI Administrative Unit shall be resolved by decision of the Chairman.

3.11 Debriefing. BP and the Alliance shall retain the right to receive a detailed briefing of Research Board meetings, deliberations and decisions, excluding only confidential matters, with such briefing occurring within ten (10) Business Days of receipt of a request by a Party (provided that such a request must be made no later than ten (10) Business Days after receiving a final summary of such meetings, deliberations and decisions pursuant to Section 3.7.4), and lasting up to two (2) Business Days in duration, as necessary.

3.12 Research Board Indemnity. Each Party acknowledges its express intent, and agrees for the mutual benefit of all Parties, that, except to the extent provided in the Research Board Conflict of Interest Policy and Confidentiality Statement, no Research Board member shall owe any fiduciary duty of care or loyalty, under this Agreement, or otherwise at law or in equity, to the GoMRI, any Party, any Research Consortia, any Director of a Research Consortium, any Research Institution, any Research Investigator, any other Research Board member or any third party in connection with the granting or withholding of any approval of the Research Board. Each Party hereby releases and forever discharges any Research Board member from all liabilities and claims, whether known or not known and presently existing or arising in the future, arising in contract, tort, or under any statute, regulation or rule, at law or in equity, whether asserted by any Research Consortia, any Director of a Research Consortium, any Research Institution, any Research Investigator, any other Research Board member or any third party, on account of the conduct of any activities pursuant to an Approved Research Project, or any decision to grant or withhold approval of the Research Board on any matter whatsoever, except to the extent that a members of the Research Board acts in violation of the Research Board Conflict of Interest Policy and Confidentiality Statement.

3.13 Certification. The Research Board shall annually certify in writing to BP and the Alliance that the research conducted in a Program Year pursuant to each Approved Research Project remains within the intent of the RFP described in Section 5 and the scope of the Approved Research Project. Such annual certifications shall be submitted to BP and the Alliance no later than thirty (30) days after the close of such Program Year.

3.14 Matters Reserved to the Parties. The Parties acknowledge that certain matters that may impact the GoMRI are matters over which the Research Board has no authority or power, but are matters reserved to one or both Parties pursuant to this Agreement.