

June 4, 2007

Marburg
16 McCombs St
Somerfield
Christchurch 8024
New Zealand

RE: Independent Contractor Agreement

Dear Mr. Marburg:

Enclosed, please find two signed originals of the Independent Contractor Agreement for your project with Mr. Gene Massion. Mr. C. Michael Pinto, Comptroller & CFO, and Norm Steinberg, Director of Human Resources, have signed both originals. If this agreement meets with your approval, please sign both originals. Retain one copy for your records and return one original to:

Michael Pinto, CFO or Grants Office
7700 Sandholdt Road
Moss Landing, CA 95039-9644

In addition, a MBARI purchase order #PO-0711111 will be executed for this work. This authorizes payment to begin on this agreement after we receive the signed original.

Please reference the Purchase Order number on your invoices for work performed under this agreement.

If you have any questions, please give me a call at (831)775-1922, FAX(831)775-1646, and e-mail at magene@mbari.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gene Massion', with a long horizontal flourish extending to the right.

Gene Massion
Engineer

Enclosures



Monterey Bay Aquarium Research Institute

INDEPENDENT CONTRACTOR AGREEMENT

Contractor: Aaron Marburg

This agreement is entered into in Moss Landing, California as of the date set forth in Exhibit A to this agreement between the independent contractor named above ("Contractor") and Monterey Bay Aquarium Research Institute ("MBARI") for the purpose of engaging Contractor to perform services for MBARI as described herein. In consideration of the mutual promises herein, the parties, agree, as follows:

- 1) Services: Contractor shall perform the services described in Exhibit A to this agreement. Contractor shall determine the method, details and means of performing these services. MBARI shall have no right to, nor shall it, control the manner or determine the method of accomplishing Contractor's services.
- 2) Term: The term of this agreement shall be set forth in Exhibit A to this agreement. Either party may terminate this agreement earlier for any reason upon thirty days' written notice.
- 3) Compensation: For the satisfactory performance of services under this agreement, MBARI shall pay Contractor the fees specified in Exhibit A to this agreement. Payment will be made upon presentation of Contractor's invoice following completion of services, or on a pro-rated basis upon successful completion of milestones identified in Exhibit A, if any.
- 4) Expenses: Independent Contractor shall be responsible for all costs and expenses incurred in performing the services under this agreement, including but not limited to, costs for transportation, office, telephone, supplies, equipment and all other costs of doing business.
- 5) Independent Contractor: The relationship between Contractor and MBARI established by this agreement is that of an independent contractor, not one of employment, agency, partnership, or joint venture, and nothing in this agreement shall be construed otherwise. Contractor shall determine his or her own schedule for performing services and shall retain the right to perform services for others during the term of this agreement. Contractor shall be solely responsible for his or her own health and medical coverage, Social Security, workers' compensation and other taxes and withholdings. Contractor to provide evidence of workers' compensation insurance to MBARI. MBARI shall make no withholdings from payments due Contractor or on Contractor's behalf pursuant to this agreement.
- 6) Liability: Contractor agrees to defend, indemnify and hold MBARI harmless against all claims and damages arising from Contractor's performance of services under this agreement.

- 7) Ownership rights: Products, programs, documents and all other materials developed by Contractor pursuant to this agreement will belong to MBARI, unless specified otherwise. Products, programs, copyrighted works and other materials belonging to MBARI or the Monterey Bay Aquarium ("The Aquarium") shall remain the sole property of MBARI or The Aquarium, as the case may be. Contractor agrees not to use or copy materials belong to MBARI or The Aquarium except in connection with the services performed under this agreement.
- 8) Confidentiality: Contractor agrees that he or she shall not disclose any confidential or proprietary information belonging to MBARI to any other party or to use such information for the benefit or any party other than MBARI without the express written consent of MBARI.
- 9) Miscellaneous: This is the entire agreement between the parties on the subject and may not be modified except in writing signed by both parties. The rights and obligations of the parties are to be governed by and construed in accordance with California law. Neither party shall assign this agreement or any obligations thereunder without the express written consent of the other. In any action to enforce or interpret this agreement, the prevailing party will be entitled to recover reasonable attorney's fees from the other party.


C. Mike Pinto
Comptroller/Chief Fiscal Officer


Norm Steinberg
Director of Human Resources

Independent Contractor:

EXHIBIT A

Name: Aaron Marburg
Address: 16 McCombs St.
Somerfield
Christchurch 8024
New Zealand
Telephone: +64 03 337-3161
Tax ID Number: On file at MBARI
Business License Number:
Date of Agreement: 05/22/2007
Term: 1 Year from date of signing

Description of services to be performed:

The overall task is to write sections of the MARS Operations & Maintenance Manual along the lines of the table of contents shown in Appendix A. The work will be partitioned into specific task orders by chapter as defined under deliverables. Task orders may include multiple sections or chapters.

Deliverables:

- 1) Task Order 1: Develop outline/table of contents (TOC) with input from existing docs.
Deliverable: TOC for MARS O&M manual down to section headings (5-6 levels, at least), with a brief blurb on what's going in each section.
Estimated time: 20 hours, \$2000
- 2) Task Order 2: Rough draft using only existing material.
Deliverable: Rough draft of MARS O&M manual conforming to outline from task order 1 pieced together using existing materials (docs, ProjectLibrary, Wiki) and with notes on holes/sections to be completed.
Deliverable to be in PDF format accompanied by all source materials in original format (Word, Illustrator, etc).
Estimated time: 50 hrs, \$5000

Mr. Marburg will be authorized to work directly with MARS partners at UW/APL and WHOI. Interactions with Alcatel-Lucent may have to go through Gene Massion or Keith Raybould.

Fee: \$100 per hour. Not to exceed \$7000.

Payment Method: Invoice by consultant

Appendix A:

	Table of Contents
	List of Acronyms
Chapter 1:	MARS System Overview
Chapter 2:	Data Communication Subsystem
Chapter 3:	Out of Band Communication & Time Distribution Subsystem
Chapter 4:	Medium Voltage Subsystem
Chapter 5:	Low Voltage Subsystem
Chapter 6:	Shore Station
Chapter 7:	Mechanical
Chapter 8:	Operations
Chapter 9:	Maintenance & Diagnostics
Appendix A:	Drawing tree

Chapters 2-6 shall include hardware and software elements. Chapter 4 may be handled by MBARI staff. Chapter 8 shall include step by step instructions for standard operations, e.g., put a new instrument on line, set 1 PPS clock delay. Appendix A shall include a complete hierarchical list of all relevant reference documents, drawings and associated lists. The actual drawing files shall be organized in a similar hierarchical directory structure on an appropriate MBARI computer.