



Outlook

Re: mechanism to share MiniROV push core design with Kopri

From Mandy Allen <mandy@mbari.org>**Date** Fri 6/20/2025 3:30 PM**To** Alana Sherman <alana@mbari.org>

2 attachments (77 KB)

Marking of Export Controlled Information and Equipment at MBARI.docx; Acknowledgment_of_receipt_of_potentially_export_controlled_information.docx;

Hi Alana,

Stopped by but you weren't in your office. Just to close the loop on this, I wanted to let you know that, unless there is a surprise description that you identify in the last two pages of the EAR document we were reviewing (see link [here](#)), these items and the associated drawings are not controlled for South Korea. However, since they are export controlled, we should include a declaration with the agreement and marking of the files before they are sent. Essentially it is to ensure that the receivers are aware of the control status and they agree not to share with other foreign nationals without proper licensing. I have attached a couple of documents that will help with that. The acknowledgment page should accompany the license agreement. I can help send all that off via Adobe Sign once you are ready.

For the record, here are the Export Control Classification Number (ECCN) determinations you and I came up with based on our review of Commerce Control List for the Marine Category 8:

- Equipment (push core and small-volume water sampler): ECCN 8A992
- Any software specifically related to these items (if any): ECCN 8D992
- Any technical data specifically related to these items (including drawings, user manuals, etc.): ECCN 8E992

The last piece to clear for export control purposes is to screen the specific recipients (individuals) that you will be sharing these files with and who will be signing the license agreement. If you can just send me the name(s) (assuming they are from KOPRI), I can screen them really quick.

Also, I know you were very clear to say they were not wanting any drawings of the miniROV, which keeps things simple, but just wanted you to be aware to not inadvertently share technical data (even verbally) regarding the miniROV in any discussions with them. We would need to do further analysis to share that with them because it is a different ECCN with higher export control levels.

Let me know if have any questions on any of this,
Mandy

From: Alana Sherman <alana@mbari.org>**Sent:** Friday, June 20, 2025 9:33 AM**To:** Mandy Allen <mandy@mbari.org>**Subject:** Re: mechanism to share MiniROV push core design with Kopri

I will come over at 10:30.

On Jun 19, 2025, at 6:19 PM, Mandy Allen <mandy@mbari.org> wrote:

Hi Alana,

I am free from 10:30 - 12:15 or after 1:30. Just let me know what works and I can stop over.

Thanks,
Mandy

From: Alana Sherman <alana@mbari.org>**Sent:** Wednesday, June 18, 2025 3:21 PM**To:** Mandy Allen <mandy@mbari.org>**Subject:** Re: mechanism to share MiniROV push core design with Kopri

Let's do Friday
Sent from my iPhone

On Jun 18, 2025, at 1:52 PM, Mandy Allen <mandy@mbari.org> wrote:

Hi Basilio,

Thanks for the addition - looks good to me.

Thanks,
Mandy

On Jun 18, 2025, at 1:39 PM, Basilio Martinez <Basilio@mbari.org> wrote:

Hi Mandy,

Thank you for the export wording. I modified the agreement with a slight change to the language. Let me know if you have any concerns with the modification (Item 7).

Thanks,
Basilio

<image001.png>

From: Mandy Allen <mandy@mbari.org>
Date: Wednesday, June 18, 2025 at 1:10 PM
To: Alana Sherman <alana@mbari.org>, Basilio Martinez <basilio@mbari.org>
Cc: Andrew Hamilton <hamilton@mbari.org>, IP Committee Distribution List <ip_committee@mbari.org>
Subject: Re: mechanism to share MiniROV push core design with Kopri

Hi Alana and Basilio,

Alana, let's get together to look at it quickly to determine if there are any export controlled items that we need to be concerned about anyway since it is going to Korean foreign nationals. However there should be some generic wording regardless.

Basilio, here are a couple of generic paragraphs so you can decide which you would like to add (with or without modification):

1. All parties in this collaboration agree to comply in strict accordance with all applicable U.S. export laws and regulations, including, but not limited to, the International Traffic in Arms Regulations and the Export Administration Regulations. (From the existing Collaborator Agreement)
2. All activities and/or transactions contemplated or hereby agreed to within this agreement shall be strictly predicated on full compliance with all U.S. and international export control regulations including but not limited to restricted party prohibitions; export license requirements; and compliance with all U.S. OFAC license requirements and sanctions. (From Don Fischer - it is a bit more all-inclusive.)

Thanks,

Mandy

1.

From: Alana Sherman <alana@mbari.org>
Sent: Wednesday, June 18, 2025 12:17 PM
To: Basilio Martinez <basilio@mbari.org>
Cc: Andrew Hamilton <hamilton@mbari.org>; Mandy Allen <mandy@mbari.org>; IP Committee Distribution List <ip_committee@mbari.org>
Subject: Re: mechanism to share MiniROV push core design with Kopri

That looks good to me. My only question is do we need any wording about export control?

Thanks

Alana

On Jun 18, 2025, at 10:53 AM, Basilio Martinez <basilio@mbari.org> wrote:

Hi Andy and Alana,

I modified the attached document to reflect the points you are making. I think this document might better fit this situation.

-Basilio

<image001.png>

From: Andrew Hamilton <hamilton@mbari.org>
Date: Tuesday, June 17, 2025 at 4:23 PM
To: Basilio Martinez <basilio@mbari.org>, Mandy Allen <mandy@mbari.org>, Alana Sherman <alana@mbari.org>
Cc: IP Committee Distribution List <ip_committee@mbari.org>
Subject: Re: mechanism to share MiniROV push core design with Kopri

Hi All, looking at this again I am uncertain that the material transfer agreement is the best document to effect a license of the design represented in the drawings. It seems a stretch to define drawings of a design as "the material", and at the least we'll have to make changes to item one that indicates "MBARI relinquishes ownership of _____ to Recipient and Recipient accepts responsibility and ownership of the hardware." I don't think we want to relinquish ownership of the design and defining the drawings as the material transfer may leave this uncertain.

Not a high-impact case here, but do we have examples of a license agreement for design materials we've used before that would be less hardware-centric?

-- Andy

Andrew Hamilton, Ph.D.
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<http://www.mbari.org/>

From: Basilio Martinez <basilio@mbari.org>
Sent: Thursday, May 29, 2025 8:41 AM
To: Mandy Allen; Alana Sherman
Cc: IP Committee Distribution List
Subject: Re: mechanism to share MiniROV push core design with Kopri

I think the MTS will work. Attached is a copy of the agreement. We might have to beef up the export language.

Cheers,
Basilio

[signature_604010590]

From: Mandy Allen <mandy@mbari.org>
Date: Thursday, May 29, 2025 at 6:12 AM
To: Alana Sherman <alana@mbari.org>
Cc: IP Committee Distribution List <ip_committee@mbari.org>
Subject: Re: mechanism to share MiniROV push core design with Kopri
Hi Alana,

Just want to add that, although the possibility is low that these are dual use items (Commerce Dept/EAR export controls), we should also go through the exercise of determining the classification of each of these items and associated technical data to be sure there are no licensing requirements from an export control standpoint. When you have a moment, we can go through the CCL together to make a determination.

Thanks,
Mandy

On May 28, 2025, at 4:46 PM, Chris Scholin <scholin@mbari.org> wrote:

Perhaps we can use the MTS template agreement, where the "material" is whatever design documentation we need to provide and the rest specifies terms and conditions, and of course indemnification, and a no warranty, as-is handover. Alternative, if we have a no-fee lic agreement template we could use that.

In either case, the designs and associated documentation is for their use only and not for further distribution.

Basilio -- your preference?

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From: Alana Sherman <alana@mbari.org>
Sent: Wednesday, May 28, 2025 4:30 PM
To: IP Committee Distribution List <ip_committee@mbari.org>
Subject: mechanism to share MiniROV push core design with Kopri

Hello all,
We have received a request from Charlie's collaborators at KOPRI (Korean Polar Research Institute) asking if we can share the design of our push cores for the MiniROV, as well as a small-volume water sampler also used on the Mini. KOPRI plans to purchase a mid-size ROV and would like to potentially integrate sampling onto it. I know that in the past, we have offered no-cost license agreements or similar mechanisms to share our designs. To reiterate, this is not for the design of the MiniROV, but for a couple of our sampling devices. Please let me know if and how I should proceed. Thank you.

Best,

Alana

Alana Sherman
Electrical Engineering Group Leader
P (831) 775-1780
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Advancing marine science and engineering to understand our changing ocean.

<Licensing Template 2025.docx>

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