

MATERIAL TRANSFER AGREEMENT

This agreement ("Agreement") is between the Air-Sea Interaction Laboratory – MPL within the Scripps Institution of Oceanography at UCSD ("Recipient"), an educational institution having offices at 9500 Gilman Drive, La Jolla, CA 92093-0213 and Monterey Bay Aquarium Research Institute ("MBARI" or "Provider"), a California nonprofit organization having an address at 7700 Sandholdt Road, Moss Landing, CA 95039.

Materials to which this Agreement applies include:

MBARI SV2 Wave Glider parts. See Appendix A for the manifest of MBARI SV2 Wave Glider parts, which includes known export-regulated equipment. All MBARI proprietary software, documentation, and know-how are also subject to export regulations.

MBARI is pleased to provide Recipient with Materials, subject to the following terms:

1. MBARI relinquishes ownership of MBARI SV2 Wave Glider parts to Recipient and Recipient accepts responsibility and ownership of the hardware.
2. Materials shall be used for research purposes only.
3. Further transfer of ownership of the Materials shall not occur without the prior written consent of MBARI.
4. Nothing in this Agreement grants any rights under any patents or in any know-how of MBARI nor any rights to use Materials or any product or process related thereto or derived there from for profit-making or commercial purposes.
5. MBARI makes no representation that the use of Materials will not infringe any patent or other proprietary rights.
6. MATERIALS ARE PROVIDED FOR RESEARCH PURPOSES TO THE RESEARCH COMMUNITY. SUCH MATERIALS ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. IT IS UNDERSTOOD THAT MBARI AND ITS EMPLOYEES AND AGENTS HAVE NO LIABILITY IN CONNECTION WITH SUCH MATERIALS OR THEIR USE.
7. All parties in this collaboration agree to comply in strict accordance with all applicable U.S. laws, including export laws and regulations, including, but not limited to, the International Traffic in Arms Regulations and the Export Administration Regulations. Diversion contrary to U.S. law is strictly prohibited.

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8. Should Recipient make an invention, whether patentable or not, as a result of the use of the Material(s), Recipient shall promptly inform MBARI of such invention. Inventorship shall be determined in accordance with patent law (if patentable) or by mutual agreement between the parties (if not patentable), taking into account the role and contributions of individuals involved in the research. In the case of a joint invention, Recipient and MBARI agree to negotiate in good faith, a joint invention agreement that shall provide for the sharing of patent costs, royalty income and invention management responsibilities.
9. Except to the extent prohibited by law, Recipient assumes all liability for damages that may arise from its use, storage or disposal of the Material. MBARI will not be liable to the Recipient for any loss, claim or demand made by Recipient, or made against Recipient by any other party, due to or arising from the use of the Material by Recipient, and Recipient shall indemnify and defend MBARI from any and all liability arising from Recipient's use of the Material under this Agreement
10. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without giving effect to the conflict of law principles thereof. Any action or suit brought by the parties relating to this Agreement shall be brought and conducted solely and exclusively in the State of California.
11. Recipient shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of MBARI.
12. Please return a signed copy of this agreement to:

**Monterey Bay Aquarium Research Institute
Attention: Basilio Martinez
7700 Sandholdt Road
Moss Landing, CA 95039**
13. This Agreement shall be effective as of the last date of the signatures by the parties below.
14. THIS DOCUMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES SET FORTH AND INTEGRATES ALL PRIOR DISCUSSIONS OR UNDERSTANDING BETWEEN THEM. THIS AGREEMENT MAY ONLY BE MODIFIED OR AMENDED IN WRITING BY A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OR MBARI OR RECIPIENT.

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MONTEREY BAY AQUARIUM
RESEARCH INSTITUTE (MBARI)

REGENTS OF THE UNIVERSITY OF
CALIFORNIA, SAN DIEGO, SCRIPPS
INSTITUTION OF OCEANOGRAPHY



November 18, 2024

Basilio Martinez
MBARI CFO

Date



Nov 14, 2024

Frank Truong
Director, SIO OCGA

Date

APPENDIX A

Manifest:

Quantity	Part	LR Part Number	Description	ECCN	Schedule B	Notes
1	SV2 C&C - main controller	2990	SN 65E51C59	8A992.f	8537.10.9090	status unknown
1	SV2 C&C - main controller	2990	SN 42118C2E	8A992.f	8537.10.9090	status unknown
1	SV2 C&C - main controller	2990	SN 00000128	8A992.f	8537.10.9090	status unknown
1	SV2 C&C - main controller	2990	SN 23FBA65A	8A992.f	8537.10.9090	status unknown
1	SV2 C&C - main controller	2990	SN 40CA629E	8A992.f	8537.10.9090	status unknown
1	SV2 C&C - main controller	2990	SN XXXXXXXX	8A992.f	8537.10.9090	Installed in the OA Wave Glider, last deployed in 2015 and was fully functional then
1	SV2 glider rudder	5440		8A992.f	8479.89.9900	Appears to be complete
1	SV2 glider rudder	5440		8A992.f	8479.89.9900	Rudder control surface missing
2	SV2 glider damper/spring	222		8A992.f	8479.90.9698	
1	SV2 umbilical with glider damper/spring	222 and 1430	8m length	8A992.f	8479.90.9698 and 8544.42.0000	
1	SV2 umbilical	1430	8m Length	8A992.f	8544.42.0000	

1	SV2 glider recovery block	1565		EAR99	8487.90.0080	
1	SV2 deployment/ quick release strap	300		EAR99	5806.32.2000	
3	SV2 aft payload boxes	00270 and 01275	2 with equipment / 1 empty	8A992.f	8537.10.9090	
1	SV2 forward payload box	272		8A992.f	8537.10.9090	
1	SV2 ADCP payload box	01275-02		8A992.f	8537.10.9090	ADCP instrument not included
1	SV2 Wave Glider		OA SV2 Wave Glider	8A992.f	8905.90.5000	Mostly complete, some parts missing
1	SV2 lower glider cart	2960		EAR99	8716.80.5070	
1	SV2 tow cable	4070		8A992.e	9015.80.8080	
1	Misc SV2 towbody parts	4070		8A992.e	9015.80.8080	Some parts appear to be missing
1	Misc SV2 parts and supplies	Many parts including 03978	KIT, ECHOMAX, RADAR TGT ENHANCER, 1/2 M MAST	8A992.f	8529.10.4000	