

Monterey Bay Aquarium Research Institute

COLLABORATOR AGREEMENT

This agreement is made as of the date set forth in the addendum attached hereto (the "Addendum") by and between the Monterey Bay Aquarium Research Institute ("MBARI") and the Research Collaborator (the "Collaborator") named on the Addendum for the purpose of setting forth the terms under which MBARI will make its intellectual property and resources available to the Researcher in a collaborative project in which the Collaborator will participate.

In consideration of the mutual promises contained herein, the parties agree, as follows:

1. MBARI Resources. The MBARI sponsor will arrange access to MBARI facilities and resources, as appropriate and available to the project. MBARI Materials and the copyright to the Materials are and shall remain the property of MBARI. Collaborator acquires no rights to these Materials, except for use in the specific Project stated above, nor is Researcher authorized to transfer any rights to any other person or organization.

MBARI provides these Materials "as is", with no warranty, express or implied, of the data quality or consistency. They are provided without support and without obligation on the part of the MBARI to assist in their use, correction, modification, or enhancement. Usage is limited to research activities only; written permission must be obtained for all other uses (including peer-reviewed publication, supplementary media posting to publisher's or other websites or video channels, other data repositories, news releases, internet blogs, etc.) of these Materials for the Project in either their original or any derivative form (e.g., video subsample, cropped images, etc.).

2. Collaborator's Activities. Collaborator shall conduct research or scholarly activities in the Project, as described in the Addendum. In so doing, Collaborator may produce and develop techniques, processes, formulae, innovations, inventions, discoveries, improvements, test results, analyses, information, data and know-how (collectively, the "Research"). Collaborator shall conduct his or her activities at MBARI in conformity with applicable MBARI policies, including MBARI's policies on Intellectual Property, Safety, and Information Systems Usage. 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.

3. Term. The term of this agreement and Collaborator's participation in the Project is set forth in the Addendum, a maximum of one year with the possibility of renewal.

4. Ownership of Research. All Research developed or done solely by the Collaborator in the performance of this Agreement, shall be owned by the Collaborator. All Research developed or done solely by MBARI in the performance of this Agreement shall be owned by MBARI. All Research jointly developed by MBARI and Collaborator shall be

jointly owned by MBARI and the Collaborator or Collaborator's institution and shall be so reflected in any patent or patent application resulting therefrom. MBARI and Collaborator or Collaborator's institution shall negotiate in good faith their respective rights in any such joint property.

5. Inventions. The parties shall promptly disclose to MBARI and the Collaborator's institution through their respective technology transfer offices, any new technologies, inventions or innovations conceived or reduced to practice under this Agreement ("Inventions").

6. Publication. Thirty (30) days prior to submission for publication of any Research, the Collaborators shall provide a copy of the proposed publication to both MBARI and Collaborator's institution for review. If the proposed disclosure would prejudice intellectual property rights in any Invention, Collaborators agree to remove information about the Invention from the material prior to disclosure. MBARI respects and defends the right and desire for publication of scientific endeavors in the open literature and shall promptly review all material presented to it for publication and shall provide comments regarding such publication within thirty (30) days after its receipt.

7. Proprietary Information. The Collaborators acknowledge that, in the course of participation in the Project, they may have access to certain trade secrets, copyrights, patents or other proprietary information of each other's institutions, including, without limitation, its audiovisual and other recordings, techniques, processes, formulae, innovations, inventions, discoveries, specifications, data, analyses, know-how, and formats (collectively, "Proprietary Information"). Collaborator agrees to preserve in strictest confidence all Proprietary Information during Collaborator's affiliation with MBARI and as long thereafter as any Proprietary Information is proprietary to MBARI. Collaborator acknowledges that he or she will acquire no rights in any Proprietary Information by reason of participation in the Project.

8. Use of Proprietary Information. Notwithstanding any other provision of this Agreement, Collaborator shall keep confidential and will not disclose to any third party, or make use of, the Proprietary Information except in the course of Collaborator's participation in the Project. Without the prior written consent of MBARI, Collaborator will not cause the reproduction of Proprietary Information or its transmission, removal, or transport from MBARI's place of business. Collaborator acknowledges that the unauthorized disclosure of Proprietary Information may be highly prejudicial to MBARI's privacy and other interests, as well as an improper disclosure of trade secrets.

9. Independent Contractor. Unless otherwise indicated in the Addendum, the parties affirm that the relationship between MBARI and Collaborator is an independent contractor relationship, not one of employment, agency, partnership or joint venture, nothing in this agreement shall be construed otherwise. MBARI shall not be responsible for any compensation or for health and medical coverage, Social Security, workers' compensation and other taxes and withholdings for Collaborator. Collaborator acknowledges that he or she is not eligible for benefits provided by MBARI to its

employees, such as medical, dental, vision, life, disability, workers' compensation, retirement, vacation, sick and holiday pay benefits.

10. Credit. Credit shall be assigned as specified in the Addendum. Collaborator shall acknowledge the material and intellectual contribution and support provided by MBARI in all publications resulting from the Research. When appropriate, MBARI staff collaborators will be identified as co-authors on such publications as specified in the Addendum.

11. Liability. Collaborator agrees to defend, indemnify and hold MBARI harmless against all claims and damages arising from the Collaborator's performance of the Research.

12. Miscellaneous. This is the entire agreement between the parties on the subject matter and may not be modified except in writing signed by both parties. This agreement shall apply to and be binding upon the heirs, successors and assigns of the parties. The rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California. A waiver of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or another provision of this agreement. If any provision of this agreement is deemed illegal or unenforceable, the remaining provisions shall remain in full force and effect. In any action to enforce or interpret this agreement, the prevailing party will be entitled to recover reasonable attorneys' fees from the other party.