

**INDEPENDENT CONTRACTOR AGREEMENT
AMENDMENT NO. 2**

This is an Amendment to an Agreement between **The Monterey Bay Aquarium Research Institute** (hereinafter "MBARI") and San Jose State University Foundation.

WHEREAS, the parties hereto desire to enter into an Amendment to the Independent Contractor Agreement for the purpose of engaging Contractor to perform services for MBARI as detailed in original Independent Contractor Agreement.

In consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following changes:

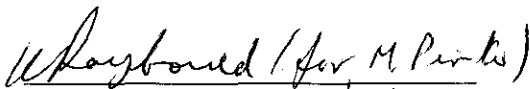
4) Expenses: Independent Contractor shall be responsible for all costs and expenses incurred in performing the services under this agreement, including but not limited to, costs for transportation, office, telephone, supplies, equipment and all other costs of doing business, except as included in the attached Budget.

Exhibit A, Part II: Fee: \$33,389.00

All other terms and conditions remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have this Amendment on the month, day and year specified below:

Monterey Bay Aquarium Research Institute:


C. Michael Pinto 3/24/07
CFO


Norm Steinberg
Director of Human Resources

March 2, 2007
Date

March 2, 2007
Date

Independent Contractor:

San Jose State University Foundation

Date

BUDGET

SALARIES	HRS/#	RATE	AMOUNT	
Observer 1	180	20	3600	
overtime	128	30	3840	
doubletime	48	40	1920	
Observer 2	180	20	3600	
	128	30	3840	
	48	40	1920	
				18720
J. Harvey	20	50	1000	1000
			subtotal	19,720
Benefits	19720	0.13	2563.6	2,564
SUPPLIES				
8X42 binoculars	2	400	800	
Laser range finder	1	300	300	
night vision				
goggles	1	1000	1000	
GPS handheld				
units	2	250	500	
				2,600
TRAVEL				
Hotel	2	120	240	
per diem	8	49	392	
taxi	2	50	100	
airfare	2	230	460	
parking	14	15	210	
vehicle	480	0.445	213.6	
				1,616
DIRECT COSTS				26,499
INDIRECT COSTS	0.26	26,499		6,890
TOTAL COSTS				33,389