

Appendix B

REQUEST FOR COOPERATIVE RESEARCH

The Cooperative Research between the COMNAVMETOCCOM, MSET and the Requestor (the parties to this Request for Cooperative Research) will be conducted under the following special terms and conditions:

Objective -- The objective of this Cooperative Research is to transfer technology from COMNAVMETOCCOM to the Requestor who, through MSET, has requested technology as described in the attached Problem Statement.

Funding -- COMNAVMETOCCOM, MSET, and the Requestor will each bear their own costs as incurred in this request.

Duration -- COMNAVMETOCCOM will provide up to a maximum of four (4) man-days of effort on this request, which is nonrenewable under this agreement.

Liability -- The Requestor holds the U.S. Government (Government) harmless and agrees to indemnify the Government for all liabilities, claims, demands, damages, expenses, and losses of any kind arising out of this Cooperative Research. The Requestor agrees that the Government shall not be liable to the Requestor for any loss of revenue, profits, or other indirect or consequential damages.

Use of Name or Endorsements -- The Requestor shall not use the name of COMNAVMETOCCOM or any other Government entity on any product or service which is directly or indirectly related to either this Cooperative Research or any patent license or assignment associated with this Cooperative Research without prior approval of COMNAVMETOCCOM.

Data -- Recorded information that is produced during the performance of the requested research (subject data) is owned by the party who produced the information. The other party has unlimited rights, including copyright, in the use, including publication and disclosure, of the subject data. Proprietary information that is included in subject data shall be clearly marked. The parties agree to hold proprietary information in confidence, as long as it remains a trade secret.

Patents -- These points pertain to inventions made during the cooperative research.

1) The party whose employees make an invention owns the invention. If employees of more than one of parties make an invention, it is jointly owned by those parties. The Navy will obtain patents on such joint inventions, subject to approval by the Naval Research Laboratory Invention Evaluation Board.

2) The party who owns an invention shall promptly notify the other party of the invention and provide a completed written description of the invention.

3) If the party who owns an invention decides to obtain a patent on the invention, it shall grant to the other party a nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention practiced throughout the world by or on behalf of said other party.

4) If a party decides not to obtain a patent, that party shall permit the other party to file and/or continue to prosecute the patent application.

5) The party who obtains a patent is responsible for all expenses associated with obtaining and maintaining the patent.

6) The parties agree to assist and cooperate with the party who is seeking to obtain a patent.

Title to Property -- Each party shall retain title to and possession of all its pre-existing property, facilities, equipment, or other resources provided under this agreement. Jointly developed property containing Government-owned components shall be the property of the Government.

Governing Laws -- The Partners agree that United States Federal Law shall govern this Agreement for all purposes.

Independent Contractors/Entities -- The relationship of the Partners to this Agreement is that of independent contractors and not as agents of each other or as joint venturers or partners. Each partner shall maintain sole and exclusive control over its personnel and operations.

Officials Not to Benefit -- No member of or delegate to the U.S. Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

U.S. Competitiveness -- The Requestor agrees that any products, processes, or services for use or sale in the United States under any U.S. patent resulting from a Subject Invention shall be manufactured substantially in the United States.

Reporting -- COMNAVMETOCCOM will provide MSET with a report on the findings of a specific scientific assessment of the Requestor's Problem Statement. MSET shall follow up with the Requestor to assure that the transferred technology is appropriate and useful.

Effective Date -- This request shall become effective on the date of the last signature of the parties and the four man-days of Cooperative Research specified in the Duration statement above shall be available from COMNAVMETOCOM to the Requestor for a period of six (6) months thereafter.

W.F. Dwyer
FOR E.G. Woods

Requestor
Name & Date

B. G. Miller

MSET
Name & Date

Donald A. Roman

COMNAVMETOCOM
Name & Date

Deputy Director

Title

EXECUTIVE DIRECTOR

Title

Chief of Staff

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***Hydrographic Survey of Western Mississippi Sound
To Enhance Existing Hydrographic Database and
To Evaluate Damages to State Oyster Reefs Incurred As a Result of Hurricane Georges***

The Mississippi Department of Marine Resources (The Department) is mandated to manage the State's oyster resources, and providing an accurate assessment of the relative abundance of harvestable oysters is a key element in that management process. Periodic revitalization of oyster reef areas is also required to maintain and enhance the long-term productivity of these public oyster reefs.

In 1996, the Department in cooperation with the Naval Meteorology and Oceanography Command conducted a side-scan sonar survey of Western Mississippi Sound oyster reef areas. This survey involved running over 600 miles of transects and resulted in the production of a hydrographic chart that partially depicts area oyster reefs off Hancock and western Harrison Counties.

This chart data was subsequently used in carrying out reef revitalization work involving the siting and deposition of oyster cultch materials by clearly indicating to state biologists those areas most in need of additional substrate.

The Department is requesting additional technical assistance from the Commander, Naval Meteorology and Oceanography Command, to continue this hydrographic survey in Western Mississippi Sound to include waters which were not surveyed in the earlier effort. The georectified survey data would be obtained during the Naval Oceanographic Office's routine hydrographic training sessions. The Naval Oceanographic Office would provide the necessary scientific and technical expertise and side-scan sonar equipment to conduct the survey while the Department of Marine Resources would provide the vessel and vessel operating staff for the training sessions.

The resulting survey data would then be georectified and incorporated into the existing database to produce a more comprehensive chart of oyster reefs in Western Mississippi Sound. The new data would also be invaluable for evaluating the effects of recent Hurricane Georges on state oyster reefs.