

**AGREEMENT FOR
SCIENTIFIC AND EDUCATIONAL COOPERATION
BETWEEN
SCRIPPS INSTITUTION OF OCEANOGRAPHY,
UC SAN DIEGO
AND**

WHEREAS, The UC San Diego Scripps Institution of Oceanography (hereinafter referred to as SIO) and _____ (hereinafter referred to as _____) are mutually interested in cooperative research activities involving ocean research and development, they have agreed to establish the following nonbinding Agreement for Scientific and Educational Cooperation.

NOW, THEREFORE, SIO and _____ agree as follows:

Article 1. Purpose of Research Cooperation.

A. SIO and _____ shall initiate cooperation to further the development of basic scientific and applied research with goals of advancing research in ocean science, gaining a more fundamental understanding of the oceans, and benefiting society at large.

B. The parties wish to maintain and promote channels of cooperation and communication that permit the exchange of academic and scientific knowledge.

Article 2. Areas of Research Cooperation.

A. Upon mutual agreement by the parties, cooperative research may be conducted in fields of current research and those to be undertaken in the future by the two parties in areas of common interest.

B. Principal subjects of research cooperation to be pursued under this Agreement shall include, but not be limited to, those fields specified in the Appendix.

Article 3. Forms of Research Cooperation.

The parties agree in principle to the following general forms of cooperation, subject to each party's institutional regulations and procedures:

A. Exchanging researchers, scientists, faculty members, and graduate students;

B. Exchanging scientific information in fields of mutual interest;

- C. Exchanging scholars for lectures, talks, conferences, colloquia, symposia and sharing of experiences;
- D. Implementing cooperative research programs;
- E. Making facilities and equipment of one party available to researchers from the other party;
- F. Encouraging direct contacts between researchers; and
- G. Permitting other forms of research cooperation by mutual arrangement.

Article 4. Meetings.

Representatives of the two parties shall meet, as occasion demands, to review the progress of research cooperation currently underway and to discuss future cooperation plans. The primary contacts for this MOU are _____ for _____ and _____ for SIO.

Article 5. Procedures.

A. Financial arrangements for research cooperation and treatment of industrial property rights shall be determined by SIO and _____ through mutual consultation and agreement.

B. Research data developed under this cooperative Agreement may be made available to the general scientific community through, but not limited to, the following: publications, seminars, lectures, and conferences.

C. This Agreement may be modified by written consent of both parties.

D. Matters not provided for by this Agreement shall be determined through mutual consultation and agreement.

Article 6. Term of Agreement.

This Agreement contains all of the terms and conditions agreed upon by the parties and supersedes any prior agreement, oral or written, and all other communications between the parties. This Agreement will be valid for five (5) years starting from the latter date of the signing indicated below by each party. This Agreement may be extended by mutual, written agreement, signed by the duly authorized representatives of both institutions. Either institution may withdraw from this Agreement, provided written notification of the withdrawal is given to the other institution at least six (6) months prior to the withdrawal date

Article 7. Non-Discrimination.

Each party agrees not to discriminate in the selection or acceptance of any participants on the basis of race, color, national origin, religion, gender, sexual orientation, mental or physical disability, age, veteran's status, ancestry, marital status or citizenship within the limits imposed by law or UC San Diego policy.

Article 8. Language

This MOU has been executed in English and [language]. It is the intent of the parties that both versions be identical in substance, spirit, and interpretation.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed the present agreement on behalf of their respective institutions.

Name {Dr. Leinen/other authorized official}
Scripps Institution of Oceanography
The Regents of the University of California, UC San Diego

Date

Name {Faculty Lead}
Scripps Institution of Oceanography

Date

Name
Institution

Date

APPENDIX

Agreement For
Scientific And Educational Cooperation
Between
SCRIPPS INSTITUTION OF OCEANOGRAPHY,
UC SAN DIEGO
And

FIELDS OF RESEARCH COOPERATION

Under the Agreement for Scientific and Educational Cooperation between the UC San Diego Scripps Institution of Oceanography and _____, research cooperation is anticipated to include, but not be limited to, the following major areas:

- 1.
- 2.
- 3.
- 4.