

Example memorandum of understanding



ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

The University of South Florida Board of Trustees' ("USF") Center for Ocean Mapping and Innovative Technologies ("COMIT") is a Trusted Node in the International Hydrographic Organization's ("IHO") Data Centre for Digital Bathymetry's ("DCDB") project entitled Crowdsourced Bathymetry Data Collection ("Project").

In consideration for the opportunity to participate in the Project, I, the undersigned, therefore agree as follows:

I hereby consent to the participation of the one or more vessels identified below in the Project as organized by COMIT.

I hereby acknowledge the following:

1. my execution of this acknowledgement and release is an inducement affecting USF's decision to approve my participation in the Project;
2. USF is Trusted Node approved by IHO to systematically receive crowdsourced bathymetry data ("CSB") collected by vessels or other platforms and deliver them to IHO's DCDB.
3. USF will provide a data logger for the participant's one or more vessels, the specific model will depend on the availability of USF's inventory and the needs of each vessel, and any data logger installed on a vessel is, and will remain, exclusively the property of USF. Participants must have NMEA networks installed on a vessel prior to a data logger being installed.
4. USF prefers participants install their own data loggers and will provide resources and support to make the process quick and efficient. USF will install data loggers if participant sends a written request to COMIT's Project Leader. However, USF will not be liable for any issues with a vessel because of USF's installation of a data logger.

5. each data logger uses the vessel's 12/24DC and NMEA network to log bathymetry data, date, time, and vessel motion as applicable.
6. I, or an individual designated by me, will liaise with COMIT's points of contact, Sophia Chernoch (xxx@usf.edu) and Kristin Erickson (xxx@usf.edu), every one to three months (based on frequency of data collection) to enable a representative of COMIT to board the participant's one or more vessels to download data from the data logger.
7. If a Wi-Fi or cellular-enabled logger is installed, the data will be uploaded when in range of the data transfer capability.
8. data collected, including bathymetry data, date, time, and vessel motion, will be edited of any noise and formatted for submission to the IHO's DCDB, the public repository for CSB data. Each vessel name will be included in the data submitted to the DCDB unless the participant send's a written request prior to the installation of the data logger to COMIT's Project Leader stating the participant wants to be an anonymous contributor.
9. I shall permit COMIT to remove any data logger from a vessel within a reasonably time if (i) COMIT requests it be removed from a vessel; (ii) I withdraw my participation in the Project; or (iii) the Project ends.
10. I shall abide by all laws, regulations, ordinances, policies, and rules applicable to my participation in the Project.

I hereby waive all claims and causes of action that I may have, now and in the future, against USF and its trustees, officers, employees, agents, and other representatives arising out of my participation in the Project.

I hereby indemnify USF and its trustees, officers, employees, agents, and other representatives against any actual or potential losses or liabilities, including reasonable litigation costs, arising out of any of my negligent acts or omissions and those of my employees, agents, and other representatives, any failure to uphold my obligations as specified in this acknowledgement and release, or any misrepresentation by me in a statement of fact made in this acknowledgement and release.

I intend this acknowledgement and release to be as broad and inclusive as is permitted by Florida law and if any portion is held enforceable, I would want the court to interpret it as follows: (i) modify that portion to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, to disregard that portion; (ii) hold that the rest of this acknowledgement and release remains in effect as written; and (iii) hold that any such portion remains as written in any circumstances other than those in which the portion is held to be unenforceable.

I hereby state that I am either or both the owner of the one or more vessels named below and am an authorized representative of the owner of said vessels and have authority to execute this

acknowledgement and release.

I am signing this acknowledgement and release voluntarily with full knowledge of its contents and significance.

PRINT NAME OF VESSEL OWNER

DATE

VESSEL OWNER/AUTHORIZED REP. SIGNATURE

DATE

TELEPHONE

EMAIL

NAME OF VESSEL

VESSEL HIN