



**Memorandum of Understanding
between
The College of the Florida Keys and
Hydrokinetic Energy Corp.**



This **Memorandum of Understanding ("MOU")** is entered into on _____ (the "**Effective Date**," which shall be the date this MOU is fully executed), by and between **The College of the Florida Keys** (hereafter referred to as CFK), a member of the Florida College System, serving the educational needs of the Florida Keys, located in Key West, Florida, and **Hydrokinetic Energy Corp.** (hereafter referred to as HEC) (a Florida corporation). CFK and HEC are hereafter collectively referred to as the "**Parties**." The Parties agree to explore the possibility of developing the highest quality collaborations and programs to advance the needs of CFK and HEC.

Introduction

Both institutions recognize the following commonalities:

- The compatibility of the direction and interest of their goal(s) to develop and foster renewable energy, especially hydrokinetic power, through research and education;
- The significant roles they each play as leaders in renewable energy technology development and implementation in the region, and especially the Florida Keys; and,
- The advantages of establishing a collaborative relationship that builds on the individual strengths of the parties and enhances renewable energy educational opportunities, and research and development, regionally, nationally, and globally.

As envisioned, the prospective collaboration would facilitate:

- Internships and assistantships for CFK students,
- The exploration of joint research and education proposals for submission to funding agencies;
- The promotion of the Florida Keys as a world hub for marine renewable energy resources;
- Sharing of resources and/or the exchange of research supplies, equipment, materials and other information, as necessary and feasible;
- The development of collaborative research and educational programs;
- The feasibility of collaborating on the design, development, and implementation of workshops and conferences;
- Joint approaches to the interpretation and public dissemination of research; and
- Collectively celebrating the unique renewable energy resources of the Florida Keys.

Exploration of Collaboration

The parties have signed and executed this MOU as a way to explore and develop a collaborative relationship based on the following:

1. **HEC** agrees to host up to two internships/assistantships annually as appropriate.

2. **CFK** agrees to allow HEC access to (and use of) Engineering Technology facilities, with prior written approval. These facilities include, but are not limited to: (1) Renewable Energy Test Vessel (RETV), (2) the CFK lagoon, (3) marine engineering and engineering technology laboratories, (4) M building conference room, (5) diving facilities; and (6) the library.
3. **HEC** agrees to allow **CFK** access and use of facilities, including hydrokinetic test tanks and workshops with prior written approval.
4. Both parties agree to collaborate on the research proposals seeking external funding focused on hydrokinetic energy research and development
5. Both parties stipulate that the use of their respective brands, represented by their headings and logotypes, can only be used by a Party with the previous and express authorization of the other Party. This MOU does not authorize any one of the parties to express him/herself on behalf of the other, either verbally or in writing.
6. Both parties will continue to develop projects that would match the mission priorities of each party.
7. The parties will explore ways to recognize and promote the mutual objectives of this MOU through articles, reports and events, and the placement of logos in relevant publications and web sites.
8. Both parties agree to actively seek sponsorship from various local, national and international funding sources in support of such collaborative education and research activities.
9. Both parties agree and are willing to collaborate on joint projects and put forth project proposals as may be mutually agreed upon to private clients or government agencies.
10. This MOU serves as an institutional framework for collaborative activities. Specific agreements would need to be drafted by the parties in the case that the exploration of these areas leads to further developments. These agreements would need to be approved by authorities at each institution. ***Nothing in this MOU shall be construed as creating any legal relationship between the Parties.***
11. Both parties understand that financial arrangements under this MOU will have to be negotiated and depend on specific activities and the availability of funds. Any expense incurred by either Party will be subject to individual agreements on a case-by-case basis.
12. Both parties also recognize that intellectual property terms would need to be included in subsequent agreements, as appropriate.
13. The parties hereto are independent contractors. This agreement is not, and shall not be deemed to be, a partnership or agency agreement of any kind, type or nature. Neither party may represent or bind the other party except upon prior written approval or consent

14. This non-exclusive MOU is for a three-year term and shall be effective on the date of its final signing. The MOU may be renewed for one additional three (3) year period if mutually agreed to by both parties in writing.

15. This MOU may be amended or further developed by means of written consent on the part of the signatories or their designated representatives. The MOU may be terminated with at least 90 days' advance written notice. Notices must be sent to the individuals and addresses indicated below:

Walter Schurtenberger, President
Hydrokinetic Energy Corp.
6811 Shrimp Road
Key West, Florida 33040
WS@Hydrokinetic Energy.com

Jonathan Gueverra, Ed.D., President
The College of the Florida Keys
5901 College Rd.
Key West, Florida 33040
Jonathan.Gueverra@CFK.edu

The individuals below sign this MOU on behalf of their respective Parties and represent that they have the requisite authority to bind their respective institutions.

The College of the Florida Keys:
Jonathan Gueverra, Ed.D.
President

Date: _____

Hydrokinetic Energy Corp.
Mr. Walter Schurtenberger, President

Date: _____