

MASTER ADMINISTRATIVE AGREEMENT
C24.17-CouVe1-M2
BETWEEN THE
UNIVERSITY OF ALASKA FAIRBANKS
AND THE
COUNTY OF VENTURA, CALIFORNIA

This is a Master Administrative Agreement between the University of Alaska Fairbanks, in Fairbanks, Alaska, and the County of Ventura, a political subdivision of the State of California (collectively defined herein as “Parties”). The purpose of this Agreement is to evaluate and establish an unmanned aircraft systems test range in the County of Ventura, California (and potentially other locations) where the County of Ventura will manage the Certificate of Authority under University of Alaska Fairbanks authority and supervision.

This Master Agreement supersedes and sunsets the previous Master Administrative Agreement signed and put into effect November 1, 2022.

1. TERM:

This Agreement shall commence on 10/9/2024 and continue for one (1) year. This Agreement shall automatically renew for subsequent annual periods unless terminated under Section 13.

2. TASK ORDERS

- a. The Parties must describe any work required of the other Party in individually numbered Task Orders. All Task Orders are subject to the terms and conditions of this Agreement and may contain additional terms and conditions or modifications or deletions necessary for a particular project including terms and conditions required by a funding source. The Parties shall each be provided with applicable awards from prime funding sources. If there is an inconsistency between the terms of this Agreement and a Task Order, the terms of the Task Order shall prevail. The Parties must agree to and sign each Task Order, subject to review and approval of all terms. The Task Orders shall include, at a minimum:
 - i. Direct Labor, reflecting applicable labor category(ies), personnel titles(s), number of hours per personnel, and applicable labor rate.
 - ii. Travel, proposed (estimated) trip information; traveling to/from locations, number of days and nights, and number of individuals.
 - iii. Direct Materials and Other Direct Costs, category description(s) along with total category proposed cost(s).

- iv. Negotiated Facilities and Administration (F&A) Costs, per an agreement with cognizant government auditing agency. F&A rates will apply according to the term of the Task Order and will be current.
 - v. The performance of Services shall be on a cost-reimbursement basis.
- b. Each Task Order shall specify, in detail, the work to be performed as well as the reporting and billing requirements and the commencement and completion dates for that particular task.
 - c. Neither Party shall commence work pursuant to a Task Order until both parties have agreed to and signed the Task Order.
 - d. A revision to any Task Order is not binding unless it is agreed to and signed by both parties.
 - e. Principal Contacts and Personnel
 - i. In order to define concrete projects, both parties shall nominate one member of their staff as the Principal Contact responsible for all technical aspects of this Agreement. These Principal Contacts shall not necessarily be the person with authority to enter into Task Orders.
 - ii. The Principal Contact for the County of Ventura is **Keith Freitas** and the Principal Contact for the University of Alaska Fairbanks is **Catherine Cahill**. The Principal Contacts shall meet or be in contact by telephone on a regular basis, to review the status of this Agreement. The Principal Contacts and their team may visit the other Party's facilities where the projects are being conducted and participate in the collaborative work if the Principal Contacts agree that visitation and participation are appropriate. The parties also agree that they may review and obtain copies of project data, records, and results and to discuss this information with personnel carrying out the work, if the Principal contacts deem this appropriate.
 - iii. Any personnel delegated under a Task Order will be an employee of the delegating Party during the period of delegation and shall in no way be deemed an employee or agent of the other Party. The delegating Party shall require their personnel to comply with the other Party's policies and procedures and to respect the instructions of the other Party and to comply with the general and safety regulations of that Party. The delegating Party shall ensure that their personnel are covered by sufficient health and accident insurance and, workers' compensation insurance during the time the personnel is collaborating at the other Party's facilities.

3. OBLIGATION OF FUNDS, ESTIMATES OF COSTS

- a. The Party requesting work under a Task Order shall obligate funds to cover each of the work or project requested under the Task Order. Payments under this Agreement shall not exceed the amount obligated with respect to each Task Order.
- b. Neither Party guarantees the accuracy of the estimates of costs for performance of the work or the time for completion of a Task Order. When a Party has reason to believe that the total cost of the work under a Task Order will be greater or substantially less than the estimated cost of the work, that Party will notify the other Party, in writing, of the circumstance and the Parties agree to correct inadequacies of funding or to amend the scope of work to reflect the funds available. The Party performing the work may not exceed the total cost specified in the Task Order without a prior written agreement.
- c. Set-off of one Task Order against another Party's Task Order shall not be permitted.

4. INVOICES

The Parties agree that invoices for work performed under a Task Order may be submitted periodically pursuant to the terms of the Task Order. Invoices may be prepared and submitted in accordance with instructions on the Task Order. The Party requesting payment shall use its standard internal form of invoicing. Invoices shall reference this Agreement number, the application Task Order number, and shall be delivered, in duplicate, to:

For UAF:

Accounts Payable Department
University of Alaska Fairbanks
PO Box 757920
Fairbanks, AK 99775-7920
Email: uaf-ofa-ap@alaska.edu
Phone: 907-474-7031

For County of Ventura:

Jamal Ghazaleh
555 Airport Way, Suite B
Camarillo, CA 93010
Email: jamal.ghazaleh@ventura.org
Phone: (805) 388-4207marillo, CA 93010

With a copy to:

Tara Nelson
555 Airport Way, Suite B

Camarillo, CA 93010
Phone: (805) 388-4268
Email: tara.nelson@ventura.org

5. RIGHTS IN DATA AND COPYRIGHTS

- a. Unless otherwise specified within the Task Orders, all data developed solely by a Party in the performance of its work under the Task Order shall be and will remain the sole property of that Party.
- b. Also the Party will have all right, title, and interest in the copyright to all materials produced in performing the work under each Task Order. The Party issuing Task Orders and the funding agency shall have a perpetual royalty-free, non-exclusive worldwide and irrevocable right to reproduce, or otherwise use such data and material for the purpose of education and research or to license to use data created in the performance of the Task Order solely for the purpose of and only to the extent required to meet the parties obligations under a prime award.
- c. Only data shall be made available to the other party and only to the extent consistent with or permitted under applicable United States government grants. Any restrictions or regulations applicable to each Party shall prevail over any provisions contained in this Agreement. Any data that is sensitive, proprietary or classified will be excluded from this Agreement.
- d. With respect to each Party, any government grants or contracts and the terms therein that may apply shall take precedence over any agreements with the other Party.

6. INVENTIONS AND DISCOVERIES

- a. The term "Invention and Discovery" means any invention, discovery, improvement, development, know-how, knowledge, trade secret, or data conceived and reduced to practice, whether or not patented or patentable, by either Party or both Parties in the performance of this Agreement or any Task Order.
- b. Any pre-existing Invention and Discovery owned by University of Alaska Fairbanks shall remain the property of the University of Alaska Fairbanks. Any pre-existing Invention and Discovery owned by the County of Ventura shall remain the property of the County of Ventura.
- c. Inventions and Discoveries conceived and reduced to practice solely by County of Ventura under this Agreement, and any application for patent or patent granted for that Invention or Discovery, shall be the exclusive property of County of Ventura **subject** to the terms and conditions set forth in Public Law 96-517 as amended by Public Law 98-620. Inventions and Discoveries conceived and reduced to practice solely by the University of Alaska Fairbanks under this Agreement, and any

application for patent or patent granted for that Invention or Discovery, shall be the exclusive property of UAF subject to the terms and conditions in Public Law 96-517 as amended by Public Law 98-620.

- d. Inventions and Discoveries conceived and reduced to practice jointly by County of Ventura and/or its employees with one or more employees of the University of Alaska Fairbanks and any application for patent or patent granted for that Invention or Discovery shall be jointly owned by the parties, subject to the terms and conditions set forth in Public Law 96-517 as amended by Public Law 98-620. In the event of a jointly created invention, the Parties shall enter into a written, inter-institutional agreement to govern the marketing and sharing of proceeds. Any resulting license agreement for jointly owned inventions entered into must be agreed to and signed by both parties.
- e. The provisions of this Section shall survive the termination or expiration of this Agreement with respect to any Inventions and Discoveries made under this Agreement.

7. PUBLICATIONS

- a. Each Party reserves the right to publish in scientific, engineering or other academic journals its results of any collaboration, research or work performed under this Agreement unless otherwise agreed in a separate agreement. The other Party, however, shall have the opportunity to review any paper, presentation, or information containing results of the research or work performed under this Agreement 30 days prior to submission for publication and/or electronic transmission of the paper. In addition, the Party shall have the right to require deletion of any Confidential Information, as defined in Section 8, of the non-publishing Party.
- b. Nothing in this Agreement shall prevent either Party from making full use of the results of the collaboration carried out under this Agreement, provided, however, that such use shall be subject to whatever rights either Party may have under the law and under this Agreement. In particular, it is understood that each Party shall use such project data, records and results as necessary for the preparation of patent applications relating to the research or work performed under this Agreement or a Task Order.
- c. The provisions of this section shall survive the termination or expiration of this Agreement.

8. CONFIDENTIALITY

- a. During the course of this Agreement certain confidential information and materials may be disclosed by one Party to the other Party. All information relating to the other Party and/or its employees, affiliated companies' business, products and/or

services, and learned or acquired in connection with activities contemplated by this Agreement is highly confidential and proprietary in nature, and is a valuable and unique asset of the disclosing Party and shall be considered "Confidential Information." For the avoidance of doubt, any data and/or results generated by a Party under this Agreement or a Task Order will be considered Confidential Information, except to the extent that it is included in a publication, pursuant to Section 7 above. It is agreed that each Party will clearly identify material, information, and data it discloses and that it considers confidential as Confidential Information. It is also agreed that such materials, information and data constitutes the property of the disclosing Party and that the receiving Party will not disclose such Confidential Information before, during or after the term of each Task Order or this Agreement for a term of three years after the date of disclosure without the prior written consent of the disclosing Party. Each Party agrees not to make any copies of any Confidential Information, in whole or in part other than for the collaborative purposes outlined in this Agreement. But the receiving Party may keep one copy solely for legal, archival or evidentiary purposes. All such Confidential Information in the receiving Party's custody shall be promptly returned to the disclosing Party at its request or upon termination of the Agreement or the applicable Task Order. The receiving Party shall ensure that all of its employees and agents shall be bound by the terms of this paragraph. Except as permitted by this Agreement, each Party agrees to limit its use of any Confidential Information received from the other Party for the collaborative purposes outlined above and for no other purpose unless the Parties shall otherwise agree in writing.

- b. The exchange of Confidential Information hereunder shall not by implication or otherwise grant any right or license under any patent application, patent or other proprietary right. Each Party shall be free, in its sole discretion, to distribute its own Confidential Information to others and to use it for its own purpose. The County of Ventura shall have no rights in the University of Alaska Fairbanks Confidential Information, and the University of Alaska Fairbanks shall have no rights in the County of Ventura Confidential Information other than as provided in this Agreement.
- c. Nothing in this Section shall be construed to prevent a receiving Party from disclosing or using any information that the receiving Party can show by written documentation: (a) was in a receiving Party's possession or control prior to the date of disclosure; (b) was in the public domain or enters into the public domain through no improper act on receiving Party's part or on the part of any of a receiving Party's employees; (c) is rightfully given to a receiving Party from sources independent of the other Party; (d) is independently developed by a receiving Party without relying on the other Party's proprietary and confidential disclosures as documented by written evidence; or (e) is required to be disclosed by law, government order or regulation or by a court of competent jurisdiction.
- d. Neither Party shall use the other Party's Confidential Information as part of any consulting or licensing obligation owed to another institution, corporation or

business entity unless prior written permission is obtained from the authorized official of the Party owning such Information. In the case of the County of Ventura, that official is a Technology Transfer Official. In the case of the University of Alaska Fairbanks, that official is the Director, Intellectual Property & Licensing.

- e. If projects undertaken by the receiving Party involves Confidential Information of the other Party and the work results in an invention or substance that may be commercially useful, the receiving Party will promptly disclose in writing the invention or substance to the other Party's-Technology Transfer Office and notify that Office of the other Party's role as a supplier of the Confidential Information used, as well as the role of any employee of either Party in creating the invention or substance. Also, the receiving Party shall promptly supply the other Party's Technology Transfer Office with a copy of the disclosure, in confidence. All invention disclosures resulting from the receiving Party's use of disclosed Confidential Information shall be reviewed by both Parties and both Parties shall, in good faith and after considering and applying the terms of Section 6 of this Agreement, agree on ownership, inventorship, scope of claims and patent strategy prior to filing of each patent application.
- f. The obligations of confidentiality under this Agreement shall survive the termination or expiration of this Agreement for any reason for a term of three years after disclosure.
- g. No rights or obligations other than those expressly recited in this Agreement are to be implied from this Agreement. This Agreement shall not be construed to obligate a Party to disclose Confidential Information to the other Party. The disclosure of Confidential Information hereunder shall not be construed as granting a license under any patent or patent application or any right of use or ownership in the Confidential Information. Nor shall such disclosure constitute any representation, warranty, assurance, guarantee or inducement by the disclosing Party with respect to infringement of patents or rights of third parties. No warranty or representation as to the accuracy, completeness or technical or scientific quality of any information or suitability for the receiving Party's intended use is provided in this Agreement. **WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, THE PARTIES MAKE NO REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER.**

9. INSURANCE

The County of Ventura agrees to carry and keep in force, at its expense, general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate to cover liability for damages on account of bodily or personal injury or death to any person, or damage to property of any person. The University of Alaska Fairbanks is self-insured through the University of Alaska and agrees to provide the same amount of coverage. Each Party shall furnish evidence of insurance or self-insurance to the other prior to execution

of this Agreement. The insurance or responsibility to cover liability through self-insurance shall not be cancelled for any cause without at least 30 days prior written notice to the other Party. Each Party shall be responsible for maintaining worker's compensation coverage in accordance with applicable law.

10. INDEMNIFICATION

- a. Each party is responsible for its own negligence or wrongful acts according to applicable law. Neither party shall have a contractual obligation to indemnify the other.
- b. Indemnification provided for in this Article shall survive the termination or expiration of this Agreement.
- c. Neither Party shall be liable to the other for incidental, indirect, special, consequential, punitive damages, or for loss of profits, resulting or arising from the loss of data or the use of data provided by the other party.

11. APPROVAL OF SUBAGREEMENTS

No part of the work under a Task Order may be reissued to a third Party without the written approval of both Parties.

12. DISPUTES

The parties will make best efforts to resolve disputes as to the interpretation or implementation of this Agreement through consultation between the Principal Contacts of the Parties or the Directors of the Departments of the Parties.

13. TERMINATION

- a. Either Party may terminate this Agreement upon 30 days, advanced written, -notice to the other Party. If work is being performed under a Task Order, the parties agree that the Party performing the work shall be paid for all reasonable, allocable, and allowable costs incurred up to the effective date of termination, including all non-cancellable commitments, but not to exceed the total amount of the Task Order. Upon receipt of written notice terminating this Agreement from one Party to another each Party shall agree to take reasonable steps to immediately reduce costs and outstanding obligations.
- b. Additionally, the Party who issued the Task Order may terminate the project called for in the Task order in whole or in part, if the Party receiving the Task Order:
 - i. fails or refuses to deliver services specified in the Task Order within the time provided (except as set forth under the Delays provisions of this Section;

- ii. materially violates the conditions of this Agreement or Task Order and fails to cure the violation after the notice period described subsection (c);
 - iii. is not conducting the work in accordance with the specifications or with diligence so as to permit delivery on or before the specified delivery date in the sole reasonable judgment of the Party who issued the Task Order and the other Party fails to cure the problem in the notice period described in subsection (c).
- c. If the Party issuing the Task Order asserts a violation of (ii.) or (iii.) above, the Party shall issue a notice detailing the problem to the other Party, giving that Party at least 10 days after receipt of the notice specifying the failure to cure the violation or delay issue. If, after the cure period, the conditions of (ii.) or (iii.) are met, the Party who issued the Task Order may withdraw from the other Party those completed parts that are acceptable and instruct others of its choosing to complete the work and may cancel the Task Order, but such withdrawal of completed work and cancellation shall not constitute a waiver of the issuing Party's rights to damages arising from such default. The Party performing services under the Task Order shall be liable for excess reasonable direct costs occasioned by reason of its failure to perform.
- d. Delays in delivery beyond the time specified in the Task Order, due to causes beyond the control and without the fault or negligence of the Party performing services, may be excused if that Party notifies the issuing Party, in writing, of the cause of the delay within a reasonable time. When these excuses are given, the issuing Party, by written notice to the other Party, will extend the time for performance by a period as it determines to be commensurate with the period of excusable delay.

14. EQUIPMENT

- a. Title to equipment acquired shall be vested in the Party performing services under the Task Order, unless otherwise stated in the Task Order, and subject to the rights of the Funding Agency, if applicable. However, unless provided in the Party's budget, the Party receiving the Task Order shall not acquire items of equipment with Task Order funds provided by the issuing Party unless prior written approval has been obtained from the Party issuing the Task Order.
- b. The Party performing services under a Task Order shall be responsible for the safe use of and all costs associated with maintaining and ensuring equipment and associated materials, including inventory, accountability, and disposition of equipment according to the regulations governing the individual Task Order.

15. ASSIGNMENT

Work under this Agreement or a Task Order may not be assigned, in whole or in part, without the prior written consent of both Parties.

16. AGREEMENT MODIFICATIONS

Only the written Agreement of the signatories listed below, or their successors, shall be effective to modify or otherwise affect the provisions of this Agreement.

17. NOTICES

The parties agree that any notices under this Agreement shall be sent in writing to the representatives listed below by certified mail, return receipt request, or by a recognized overnight courier such as Federal Express. If any Party to this Agreement changes their address, notice of such change of address to the other Party shall be provided to the other Party according to this Section.

For the University of Alaska Fairbanks:

Kimberly Cox
Director, Office of Grants and Contracts Administration (OGCA)
PO Box 757880, WRRB 008
Fairbanks, Alaska 99775-7880
Phone: (907) 474-1586 Fax: (907) 474-5662
Email: kwcox@alaska.edu cc: uaf-ogca@alaska.edu

With a copy to:

For County of Ventura:

Keith Freitas
Director of Airports
555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4200 Fax: (805) 388-4366
Email: keith.freitas@ventura.org

With a copy to:

Casey Pullman
Deputy Director of Airports
555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4290 Fax: (805) 388-4366
Email: casey.pullman@ventura.org

18. USE OF NAME

Neither Party shall make (or have made on its behalf) any oral or written release of any statement, information, advertisement, or publicity in connection with this Agreement which uses the other Party's name, symbols, or trademarks without the other Party's prior written approval, subject to the Parties' rights set forth in Section 7 herein. Neither Party shall publicize or otherwise disclose the nature or terms of this Agreement in any manner except as approved in writing by the other Party or as required by applicable law.

19. RELATIONSHIP OF PARTIES

The Parties shall perform all their respective obligations under the Agreement only as independent contractors, and nothing in the Agreement shall be construed to be inconsistent with that relationship or status. Nothing contained in this Agreement shall be construed to place the Parties in a relationship of partners, joint ventures, or principal and agent.

20. HEADINGS

The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way be used to affect the meaning or interpretation of this Agreement.

21. WAIVER

The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision.

22. COMPLETE AGREEMENT

The Parties agree that they are not relying upon any promises, understandings, circumstances, conduct, negotiations, expectations, representations or agreements, oral or written, express or implied, other than those expressly set forth in this Agreement. This Agreement is a complete integration and constitutes the entire agreement of the Parties with respect to this subject matter and supersedes any prior agreement pertaining to its subject matter.

23. SEVERABILITY

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

24. EXPORT REGULATIONS

It is understood that each Party is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (including the Arms Export Control Act as amended and the Export Administration Act of 1979), and that its obligations are contingent on compliance with applicable United States export laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by the other Party that it shall not export data or commodities to certain foreign countries without prior approval of such agency. Neither Party represents that a license shall not be required, nor that if required, it shall be issued.

25. SIGNATORY AUTHORITY

Each signer below warrants that he or she has authority to sign on behalf of and bind the respective Party.

IN WITNESS WHEREOF, the respective Parties have executed this Agreement on the dates indicated below:

University of Alaska Fairbanks

County of Ventura

Kimberly Cox
Director, Office of Grants and
Contracts Administration (OGCA)



Keith Freitas
Director of Airports

Date: _____

Date: October 9, 2024