

ShakeAlert™

ShakeAlert Earthquake Early Warning System California – Oregon – Washington Communication, Education, and Outreach Agreement

(Collaborator completes sections marked in red)
(Remove all blue instructional text prior to execution)

This Communication, Education, and Outreach (CEO) Agreement (“Agreement”) is entered into by and between the U.S. Geological Survey, a bureau of the Department of the Interior, through the offices of its Earthquake Science Center, Moffett Field, Mountain View, California (“USGS”), and [ADD Collaborator (Legal Corporate) Name, City, State], (“Collaborator”), sometimes also referred to as a “Party” or collectively as the “Parties.”

I. Authority

The USGS is authorized to perform collaborative work and prosecute projects in cooperation with other agencies, Federal, State or private, pursuant to 43 USC §36c, and also is authorized to develop a system capable of providing earthquake warning data to mitigate damage from earthquakes as established by the Disaster Relief Act, P.L. 93-288 (popularly known as the Stafford Act) and the National Earthquake Hazard Reduction Program, as enacted by the Earthquake Hazards Reduction Act of 1977, 42 U.S.C. §§ 7701 et seq.

II. Background

The ShakeAlert® system is successful when a USGS issued ShakeAlert Message is utilized for the purpose of reducing earthquake risk through prompting personal protective actions or instigating automated processes.¹ Under its Advanced National Seismic System (ANSS), the USGS is responsible for generating ShakeAlert messages that rapidly identify earthquake source parameters while external parties are responsible for subsequent uptake, use, and delivery of alerts. The USGS-managed ShakeAlert communication, education, and outreach (CEO) program provides engagement opportunities, training, programs, and products with the goal of ensuring high-impact, wide-ranging, and responsible use of ShakeAlert messages and other ANSS products.

The USGS Primary Contact (see Article 2, below) leads the ShakeAlert Joint Committee for Communication, Education, and Outreach (JCCEO). The JCCEO was formed in July 2016 to provide well-informed feedback regarding the ShakeAlert System’s CEO program. Since its founding, the JCCEO has coordinated the development of programs and resources elemental to

¹ ShakeAlert® is a registered Federal trademark of the U.S. Geological Survey. For brevity only, we are not using the ® or ™ symbol in every instance where the term ShakeAlert appears in this Agreement.

successful and sustained user uptake of the ShakeAlert System to maximize life-safety and property protection impacts.

The JCCEO provides input on necessary CEO approaches and resources that take into consideration technical capabilities and limitations of the ShakeAlert system, best practices, social science, and user-specific needs. The Committee also provides a consistent and accessible forum for the discussion and coordination of implementation plans customized for various uses (automated, organizational, and public) across the ShakeAlert community. During the course of this CEO Agreement the Collaborator may interact with the JCCEO and one or more of its working groups.

III. Obligations of the Parties; Special Conditions

1. Statement of Work.

The attached Statement of Work (SOW), Attachment A, is incorporated by reference herein. Any inconsistency between the standard terms of Articles 2 through 16 of this Agreement, the SOW, and any other attachments to this Agreement shall be resolved by giving precedence to Articles 2 through 16 hereof.

2. Primary Contact.

The USGS primary contact for this effort is **Robert de Groot, ShakeAlert Coordinator for Communication, Education, Outreach, and Technical Engagement, 626-583-7225, rdegroot@usgs.gov, address: 525 S. Wilson Ave. Pasadena, CA 91106**. The primary contact for the Collaborator is **[Insert Name, telephone number, e-mail, and office address]**. In the event that a primary contact is unable to continue in this effort, the sponsoring agency will make every effort to provide a replacement acceptable to the other Party within thirty days of the change.

3. Title to Equipment.

There will be no joint property purchased as a result of the collaborative effort outlined in the SOW. Each Party will provide its own equipment necessary to support its participation in the SOW.

4. Term.

The collaborative effort contemplated by this Agreement will commence on the effective date of this Agreement. The effective date of this Agreement shall be the later date of (1) **[insert start date]** or (2) the date of the last signature by the Parties. The expiration date of this Agreement shall be **[insert end date of Agreement]**. (Note: The term of this agreement is limited to 5 years from the effective date of the agreement. Remove this instructional text prior to execution.)

5. Resources.

(a) The Collaborator is providing in-kind services and (or) resources with an estimated value of **[\$insert \$ amount]**.

(b) The USGS is providing in-kind services and (or) resources with an estimated value of **[\$insert \$ amount]** to the Project.

(If either Party is not able to provide estimated values for this section, the replace the statements in (a) or (b) with “The [name of Party] is providing in-kind services and (or) resources for which it is not possible or otherwise practicable to provide estimated values (e.g., level-of-effort involving numerous FTE or functions).”)

6. Communication, Education, and Outreach.

Each Party is free to publish the information and data developed in the performance of the statement of work (SOW). The SOW includes the development of the Collaborator implementation plan of the USGS communication, education, and outreach (CEO) requirements and standards. The implementation plan will be specific to the Collaborator’s operational environment and needs. The Collaborator will coordinate all CEO planning with the USGS Primary Contact, who leads the ShakeAlert Joint Committee for Communication, Education, and Outreach (JCCEO).

7. Termination.

Either Party may terminate this Agreement for any reason with 30 days prior written notice, as indicated in Section 9 (Notices). However, if USGS reasonably believes that immediate termination is in the best interests of the government or serves the public’s interest, then USGS may terminate this Agreement immediately without any advance notice.

8. Notices.

Any notice required to be given or which shall be given under this Agreement shall be in writing and delivered by first-class mail to the Parties as follows:

USGS:

Primary Contact:

Robert de Groot
525 S. Wilson Ave Pasadena, CA 91106
rdgroot@usgs.gov
626-583-7225
ShakeAlert.org

Administrative:

[name]
[address]
[E-mail]
[Phone]
[website]

Collaborator:

Primary Contact:

[name]
[address]
[E-mail]
[Phone]
[website]

Administrative:

[name]
[address]
[E-mail]
[Phone]
[website]

IV. General Conditions

9. Modifications.

Any modification to this Agreement, including all appendixes, must be in writing, as indicated in Article 8 (Notices), signed by the duly authorized representatives of each party, and must expressly state that it is amending this Agreement.

10. Independent Organization.

For purposes of this Agreement and all research and services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent Party and not an agent or employee of the other Party. Each Party shall have exclusive control over its employees in the performance of the SOW. While in field locations, a Party’s employees must adhere to the safety and technical requirements imposed by the Party controlling the work site.

Neither Party has authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing. Neither Party has authority to use the name of the other in advertising or in other forms of publicity without the written permission of the other.

11. Governing Law.

(a) This Agreement is subject to interpretation under State and Federal law. If there is inconsistency between the laws, then Federal law is controlling.

(b) Each Party agrees to be responsible for the activities, including the negligence, of their employees. Responsibility of the USGS for the payment of claims for loss of property, personal injury, or death caused by the negligence or wrongful act or omission of a USGS employee, while acting within the scope of their employment, is limited to provisions of the Federal Tort Claims Act, 28 USC §§ 2671-80.

(c) The USGS and the Collaborator make no express or implied warranty as to the conditions of the research, merchantability or fitness for a particular purpose of the research, data, or resulting product incorporating data developed and exchanged under the SOW.

12. Force Majeure.

Neither Party shall be held liable for any unforeseeable event beyond its control, not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it is unable to overcome by the exercise of due diligence including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes; epidemic, pandemic, war, riot, civil disturbance, or disobedience; strikes, labor disputes, or failure, threat of failure, or sabotage; or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the Party unable to perform must promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

13. Entire Agreement.

This Agreement contains all of the terms of the Parties and supersedes all prior Agreements and understandings related thereto. Due to the specialized nature of the collaborative work, this Agreement is non-assignable by both Parties.

14. Disputes.

The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Director of the USGS or his/her designee and the [insert title] of the Collaborator or his/her designee for resolution.

15. Anti-Deficiency Act.

Pursuant to the Anti-Deficiency Act, 31 U.S.C. §1341 (a)(1), nothing herein shall be construed as binding the USGS to expend in any one fiscal year any sum in excess of its appropriations or funding in excess or what it has received for the collaborative work outlined in the SOW.

16. Survivability.

The following articles shall survive the termination of this Agreement: 6. Communication, Education, Training, and Outreach, and 14. Disputes.

V. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the last date listed below.

By executing this Agreement, each Party represents that all statements made herein are true, complete, and accurate to the best of its knowledge; that each has read and understood this agreement prior to signing; and that each enters into it freely and voluntarily.

Collaborator

Signature Date

Printed Name of Signatory

Title and Name of Organization

Phone E-mail

USGS

Signature Date

Printed Name of Signatory

Title and Name of Organization

Phone E-mail

Appendix A**ShakeAlert™****ShakeAlert Earthquake Early Warning System
California – Oregon – Washington
Communication, Education, and Outreach Program****Project Application and Statement of Work**
(Collaborator completes sections marked in red)

The United States Geological Survey (USGS) seeks well qualified partners to cooperatively develop, test, and implement communication, education and outreach products and other deliverables for the ShakeAlert® Earthquake Early Warning System.

The Collaborator will coordinate all CEO planning with the USGS Primary Contact who also leads the ShakeAlert Joint Committee for Communication, Education, and Outreach (JCCEO). During the term of this agreement the Collaborator might be asked to coordinate with one of the six JCCEO working groups or a short-term JCCEO chair appointed focus group.

All CEO products, programs, training, messaging, and other deliverables developed by the Collaborator must align with ShakeAlert Systemwide guidelines and recommendations including but not limited to:

- recommended personal protective action(s) as described in the ShakeAlert Protective Actions Guidelines;
- preparedness information (e.g. organizing disaster supplies)
- ShakeAlert sounds, voice instructions, visual representations, and other characteristics;
- accurate depiction the technical aspects of the ShakeAlert system including the respective roles of the USGS and delivery partners, alerting thresholds, and other topics related to the performance and behavior of the ShakeAlert system;
- appropriate use of the ShakeAlert trademark as described in the ShakeAlert Brand Guidelines; and
- appropriately providing attribution for the use of any resources (e.g. a Drop, Cover, and Hold On graphic) developed by ShakeAlert or any of its partners.

Statement of Work between USGS and [Name of Collaborator]

I. Objectives or Specific Aims

II. Term and Proposed Project Schedule/Milestones

III. Collaborator's Role:

Specific Collaborator Tasks

IV. USGS' Role and Expertise

Specific USGS Tasks

V. Anticipated Outcomes/Expected Results (Joint Outcomes and Results)