

POWERED BY
ShakeAlert™

ShakeAlert Pilot Phase License Agreement (PLA) Revisions Version: 28 June 2021

ShakeAlert CEO & Technical Engagement Program

California – Oregon – Washington

ShakeAlert.org

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Differences



Old

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- UserDisplay
- Removed “shall” from text
- No guidance on # of ShakeAlert® server connections
- Licensee names were moot
- Infringement on 3rd party patent rights
- Indemnification for LtO only
- No Authorization and Consent
- No performance reporting standard



New

- Earthquake Early Warning Display (EEWDisplay)
- “Will” or “must” replaces “shall” in text.
- Max of 6 ShakeAlert® server connections
- Licensee names are public
- Infringement on 3rd party IP rights
- Indemnification for PLA & License to Operate (LtO)
- [Authorization and Consent](#)
- [Performance reporting standard](#)

Authorization and Consent (A&C)

What is it?

- Permits US Government (or Licensee to act on its behalf)
 - To use US patents
 - Limits infringement suits against the US to a reasonable royalty
 - Cannot file preliminary injunction against US government

Why is this added to the license?

- Ensures the ShakeAlert System continues to protect
 - Lives
 - Property

How does A&C work?

3rd party files patent infringement suit against Licensee under 35 USC 271 and may request for an injunction.

USGS is not involved (unaware). USGS continues to publish ShakeAlert Messages.

Licensee presents A&C to Court. Court invites Department of Justice's (DOJ) involvement

Based on Court decision, case may be moved to Federal Claims Court under 28 USC 1498

How does A&C work? (continued)

At Federal Claims Court, 3rd party cannot file preliminary injunction

- Licensee ShakeAlert-powered alert delivery and/or other services continue

Case is between US and 3rd party

Licensee is not part of the case

Patent indemnification clause

- US (DOJ) **may** recover costs from Licensee based on final Federal Court decision
 - Trial fees,
 - Royalties, etc.
- USGS may terminate license based on
 - patent infringement or
 - any breach of contract

Performance Reporting

Required for alerts delivered

- Estimated magnitude of 4.0 or larger
- Notification to end users using any modality, such as
 - cell phones and other personal devices,
 - sirens,
 - PA systems in public spaces,
 - automated systems, etc.

Report content

- Total number of devices alerted;
- Any notable or unexpected behavior in alert delivery
- Time ShakeAlert Messages were received from USGS servers; and
- Time alerts were delivered to devices in 1 second bins
 - by mode of delivery:
 - WiFi™ or cellular



Questions



Because seconds matter.

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Robert de Groot

rdegroot@usgs.gov

Cell: 626-372-3262

Office: 626-583-7225

Esther Eng

eeng@usgs.gov

Office: 703-648-7550

