

POWERED BY  
**ShakeAlert™**

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

**ShakeAlert CEO & Technical Engagement Program**

**California – Oregon – Washington**

**ShakeAlert.org**

**Follow us on Twitter: @USGS\_ShakeAlert**

**July 2021 (Updated June 2022)**



## Differences



### Old

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- UserDisplay
- Removed “shall” from text
- No guidance on # of ShakeAlert® server connections
- Licensee names were moot
- Infringement on 3<sup>rd</sup> 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 3<sup>rd</sup> 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?

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

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

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

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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, 3<sup>rd</sup> party cannot file preliminary injunction

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

Case is between US and 3<sup>rd</sup> 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.

[www.ShakeAlert.org](http://www.ShakeAlert.org)

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