

**Agreement To Participate In NetQuakes Seismic Monitoring
By U.S. Geological Survey**

This is an agreement between _____ (“Property Owner”) and the U.S. Geological Survey (“USGS”), a bureau of the U.S. Department of the Interior, regarding seismic monitoring activities to be conducted by USGS at property owned by the Property Owner and located at _____ (“Property”).

USGS is conducting research necessary to characterize and identify earthquake hazards , access earthquake risks, monitor seismic activity, and improve earthquake predictions. As part of this research, USGS wishes to conduct seismic monitoring on the Property, using a digital seismograph that communicates its data to USGS via the Internet. The Property Owner wishes to assist in the research by providing USGS access to the Property for this purpose and by donating to USGS certain voluntary services and contributions of electric power and Internet access required to operate, maintain, and retrieve data from the seismic monitoring equipment. In consideration of these purposes and the mutual promises set out in this agreement, USGS and the Property Owner agree to the following:

1. Grant of License. Subject to the terms and conditions of this agreement, the Property Owner hereby grants USGS and its representatives a license to enter the Property for the limited purpose of conducting seismic monitoring through the location, operation, and maintenance of and retrieval of data from seismic monitoring equipment (collectively, the “USGS Equipment”) on and at the Property.
2. Limitations on Use.
 - a. Entry onto the Property by USGS and its representatives may occur only at reasonable times and after reasonable notice to the Property Owner.
 - b. While on the Property, USGS and its representatives shall use all reasonable efforts not to interfere with the Property Owner’s use of the Property or delay any other activities that are being undertaken on the Property.
 - c. USGS and its representatives shall consult with the Property Owner prior to locating any USGS Equipment on the Property and shall locate the USGS equipment to minimize interference with the Property Owner’s activities on the Property.
 - d. USGS shall locate, maintain, and operate the USGS Equipment on the Property in accordance with applicable law and with all reasonable diligence and precaution to avoid damage to the land, property or personnel of the Property Owner.
 - e. USGS shall not permit any mechanics or other liens to be filed against the Property by reason of labor or materials furnished to the Property at USGS’ request.
 - f. Upon expiration or earlier termination of this agreement, USGS and its representatives shall remove the USGS Equipment and shall restore those areas of the Property on which the USGS Equipment was located to the condition existing prior to the commencement of activities under this agreement, reasonable wear and tear excepted.

3. Nature of the Work; Contributions By Property Owner.

- a. Work done by USGS on the Property shall include:
- i. *Stable location and anchoring of USGS Equipment.* USGS has advised the Property Owner that in order to record seismic activity the USGS Equipment must be located so it does not move during seismic events. As a result, placement of the USGS Equipment on the Property may require anchoring, fixing or bolting by USGS of the USGS Equipment to the Property. The Property Owner agrees to allow such installation or fixing of the USGS Equipment to the Property provided that (i) the work does not adversely affect the structure of any building in which the USGS Equipment is located and (ii) USGS complies fully with the limitations on use set out in this agreement.
 - ii. *Security of Property Owner's computer(s) and local area network.* Although the USGS Equipment will access the Internet through a permanent broadband connection supplied by the Property Owner, USGS shall not access the Property Owner's local area network for any purposes other than to transmit data from the USGS Equipment or to transmit command files and software updates to the USGS Equipment. Under no circumstances shall USGS attempt to access any other devices (including but not limited to any personal computers) of the Property Owner that may be using the local area network.
- b. To assist in earthquake hazard research, the Property Owner is willing to contribute to USGS, without compensation and as a donation, and USGS is willing to accept as a donation the following:
- i. *Electric power supplied by Property Owner.* The Property Owner shall furnish electric power to the USGS Equipment located on the Property, allowing USGS to connect the USGS Equipment to an existing AC power source on the Property.
 - ii. *Access to Internet (through permanent broadband connection) supplied by Property Owner.* The Property Owner has and shall continue to maintain broadband Internet service to the Property and shall allow the USGS Equipment to access that service, either using wireless networking or an Ethernet cable.
 - (1) If wireless networking is used, the Property Owner either will allow USGS to furnish a WiFi router that is compatible with the USGS Equipment or will allow USGS to use the Property Owner's WiFi router. The WiFi router will be left on and operating at all times while this agreement is in effect.
 - (2) In the event that USGS supplies the WiFi router, the Property Owner may use that WiFi router for other uses as long as (1) such other use does not interfere with the access of the USGS Equipment to the Internet and (2) the Property Owner maintains secure firewall settings on the WiFi router.
 - iii. *Limited servicing by Property Owner.* The Property Owner shall conduct, at USGS' direction, limited servicing of the USGS Equipment, consisting of the replacement of batteries, cycling of power and returning (at the sole expense of USGS) any defective USGS Equipment to USGS.

4. Condition of the Property. Property Owner and USGS agree that the monitoring on and at the Property is solely for the purposes of research into earthquake hazards and that no inquiry regarding site specific conditions of any other kind at the Property has been or will be conducted by USGS. USGS further acknowledges and agrees that the Property Owner has made no representation and warranty concerning the condition of the Property or the fitness of its use for seismic monitoring.

5. USGS Equipment. All USGS Equipment located or used on or at the Property shall remain the property of the United States and will not become a fixture, as defined in applicable law, or lose identity as personal property by being attached to any real property. USGS shall have the right to remove any and all of the USGS Equipment at any time from the Property. The Property Owner shall not open the digital seismograph unless requested by (and then only in compliance with instructions from) USGS and shall not tamper with any USGS Equipment on the Property.

6. Liability. Under Federal law in effect at the time of the signing of this agreement, USGS is precluded from indemnifying, holding harmless, and defending the Property Owner for use of the Property for the purposes set out in this agreement. Federal law does provide, however, through the Federal Tort Claims Act (28 U.S.C. §2671 *et seq.*), a means of addressing claims for personal injuries or property damage caused by the negligent or wrongful act or omission of any employee of the United States while acting within the course of his or her employment. Consistent with this legal authority, USGS agrees to cooperate, to the extent allowed by law, in the submission of claims pursuant to the Federal Tort Claims Act against the United States for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this agreement.

7. Term and Termination of the Agreement. This agreement shall be in effect from the date of the latest date signed and dated below by the Property Owner and USGS and shall continue for ___ years from that date unless terminated (with or without cause) earlier by either the Property Owner or USGS by providing fifteen (15) days advance notice in writing, sent by certified mail or a recognized overnight common carrier courier service that guarantees next-day delivery to the applicable designated representative of the other party, as follows:

<u>If to USGS:</u>	<u>If to Property Owner:</u>
U.S. Geological Survey	
Western Earthquake Hazards Team	
345 Middlefield Rd., MS-977	
Menlo Park, CA 94025	

8. Transfer or Sale of Property. Reasonably in advance of any assignment, transfer, sale (including without limitation by foreclosure or deed in lieu of foreclosure), or abandonment of the Property, the Property Owner shall give written notice (including applicable contact information) to (i) USGS of such action and to (ii) any assignee, transferee or purchaser of the Property of this agreement and the presence of USGS Equipment on the Property.

9. Authority. The Property Owner represents and warrants that the Property Owner owns the Property and has the legal authority to enter into this agreement and grant the license it provides.

10. Public identification of location of USGS Equipment. The Property Owner agrees that USGS may identify in publicly available records the location by latitude and longitude coordinates and general geographic location of the USGS Equipment as it is located on the Property.

The Property Owner and USGS hereby agree to the terms and conditions of this agreement as on the date(s) written below.

FOR THE PROPERTY OWNER

Date: _____

By: _____

Name: _____

(printed)

Title: _____

(printed)

FOR U.S. GEOLOGICAL SURVEY

Date: _____

By: _____

Name: _____

(printed)

Title: _____

(printed)