



**Memorandum of Understanding between
The Curators of the University of Missouri
and
The United States Geological Survey,
Mid-Continent Geographic Science Center
Rolla, Missouri**

The United States Geological Survey (USGS) Mid-Continent Geographic Science Center (MCGSC) and The Curators of the University of Missouri, a public corporation on behalf of the University of Missouri Systems (UMS), including the University of Missouri Rolla (UMR) Natural Hazards Mitigation Institute (NHMI), desire to cooperate in research, exchange of information, and the development of applied solutions in areas of mutual interest including the development and discovery of natural hazards risk and mitigation in support of USGS's expanded roles. This Memorandum of Understanding (MOU) hereby identifies the USGS-MCGSC as a full partner of the NHMI with all rights and privileges of the Institute for the purpose of complementing expertise and utilizing jointly acquired funding resources.

USGS and UMS hereby enter into this agreement with each other, because each has unique capabilities and resources needed by the other for specified initiatives hereunder. UMS is a major research university with a worldwide reputation in the field of engineering. USGS is the United States Department of Interior national science expert. The USGS mission includes addressing hazard challenges such as landslides, floods, earthquakes and seismic activity to the civil infrastructure of the United States. The joint initiatives entered into under this agreement shall be consistent with these missions and objectives of both organizations and with their unique capabilities and resources.

This Memorandum of Understanding sets forth the basic principles and guidelines under which the parties intend to work together to foster coordination and cooperation in research, the exchange of ideas and information, the utilization of university research and government research and facilities, and other efforts, to further the advancement of knowledge in the areas of mutual interest. Specific areas of mutual interest include, research and product development, instructional support, and technology exploration.

The parties agree that the general principals as hereinafter set forth shall be implemented only by and through specific agreements between UMS and the appropriate agency procurement activity with respect to each and all particular research projects or cooperative undertakings proposed by UMS or by the USGS and accepted by the other party. The following general agreements are basic to the Memorandum of Understanding.

A. Principals of Cooperation

The principals of cooperation shall include, but not necessarily be limited to, the following under the terms and conditions to be detailed for specific interactions and as specified in the specific agreement pertaining to a given research project or cooperative undertaking:

- 1) The provision by one party to the other of consultation, assistance, and information which will contribute to the effectiveness of said party's research studies.
- 2) The performance by MCGSC with UMR support, or with combined MCGSC-UMR support, of approved studies at government locations, or other mutually acceptable locations.
- 3) The use of USGS facilities and consultations with USGS personnel by UMR personnel shall be allowed, with prior authorization of UMS and consent of USGS.
- 4) In those instances where project money and material resources are accrued, these assets will be divided under the guidelines of the University and NHMI based upon a proposed scope of work. A specific rider to this agreement will be generated for each project undertaken that requires the division of money or material. The rider will specify the principle investigator, the scope of responsibilities for each party, the performance schedule and standard, the contract and sponsor and the division of assets.
- 5) Each party shall be liable for the negligent acts of its employees and representatives harmful to the other party, provided that the liability of UMS shall be controlled by the laws of the State of Missouri and no agreement of UMS hereunder shall be deemed as a waiver of its sovereign immunity. The Federal Government's liability shall be in accordance with Federal Law.

B. Identification of Mutual Interests

Subjects of mutual interest to USGS and UMR are considered to include but not necessarily be limited to:

- 1) The formation of integrated idea teams (IITs) consisting of academic specialist, technologists and government experts to explore future capabilities, such as Homeland Defense.
- 2) Subject to applicable acquisition and personnel regulations of both parties, UMR may provide instructional support to the USGS in general subjects, including and covering, but not necessarily limited to the subjects of, mathematics and civil engineering, engineering management and environmental science and engineering.
- 3) Other areas properly within the purview of USGS and UMR which shall be identified by representatives of each party and mutually regarded as appropriate for pursuit hereunder.

C. Information and Data Exchange

Each party agrees, to the extent that they have the right to make available, to furnish to the other any information and data which a party has relating to the mutual areas of interest or which it obtains from endeavors undertaken pursuant to this Memorandum of Understanding. Unless specifically designated in the specific agreements for projects or undertakings, each party may freely use, disseminate and publish the exchange information and data without restriction. In the event any desired information or data is of a proprietary nature, subject to copy right or first right of publication, subject to prior review for patentable items, or covered by other limitations, the party to whom the request is made will use its best efforts to arrange for the exchange of the information under appropriate protective safeguards. Classified and procurement sensitive information is not within purview of this agreement.

D. Planning Conferences and Periodic Meetings

- 1) To implement this Memorandum of Understanding, technical representatives designated by each party hereto shall meet, preferably within a period of no longer than three months following its execution, at a time and place to be agreed upon to exchange information on their current respective programs which appear to offer the possibility of a beneficial USGS-UMR interaction.
- 2) Expenses attendant to participation in regular or special meetings scheduled by mutual assent shall be borne by each of the parties for its own personnel.
- 3) The Director of the Natural Hazards Mitigation Institute is designated as the UMR coordinator and the Director of the MCGSC is designated as the USGS coordinator for the establishing and coordinating of the plans for such meetings and cooperatively preparing for both parties a summary of the major results thereof, noting specifically and resulting agreements and action commitments established. It is specifically agreed that any project or undertaking will not proceed until a specific written agreement has been entered into by the parties. Either party may change its representatives at any time upon written notice to the other party.
- 4) The coordinators for USGS and UMR shall be in frequent contact to discuss current activities and to initiate such action as is desired by either party on new projects that fall within the subjects of mutual interest identified pursuant to Section B above.

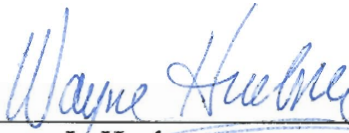
E. Points of Contact

For the purpose of all formal actions, approvals, notification and agreements pursuant to this MOU, the point of contact for UMR shall be Dr. Wayne Huebner, Vice Provost for Research, and for USGS shall be Mr. Emmitt Witt, Director Mid-Continent Geographic Science Center.

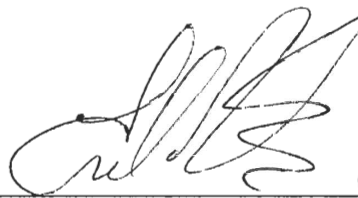
F. Term

This MOU will be effective when signed on behalf of both parties, and will remain in force and effect unless and until terminated by written notice of either party at least ninety (90) days prior to the date of termination.

Whereof, the parties by their representatives have entered into this MOU as of the date last entered below.

 10/6/05

Wayne L. Huebner
University of Missouri-Rolla

 10/7/05

Emmitt C. Witt III, Director,
USGS Mid-Continent Geographic
Science Center