**Form 9-3143**

**(April 2025)**

**ShakeAlert**® **Earthquake Early Warning System**

**Communication, Education, Outreach, and Technical Engagement**

**California – Oregon – Washington**

**Technical Engagement**

**LICENSE TO OPERATE AMENDMENT BETWEEN THE U.S. GEOLOGICAL SURVEY AND**

**[Insert]**

**Please Ensure All Revisions Are Made Using Track Changes or Similar Editing Functions. Since many provisions are cross-referenced, do not delete any statements as it might affect numbering. A simple ~~strike-out~~ must suffice.**

**Do not sign this agreement until requested by USGS.**

**Not Clearly Identifying Edits May Delay the Review Process**

LICENSEE completes sections marked in red.

For any clause not being changed from the original agreement delete from this amendment. Remove all instructional blue text prior to signature and convert red text to black.

Amendment Number: [Insert #]

Original OPA Review Number: [Insert]

Past OPA Review Number: [insert]

Amendment OPA Review Number: [Insert] **OPA Review # for the amendment to be provided by OPA**

The Original Agreement is hereby modified as follows:

In Original Agreement, delete Title, **Pilot License Agreement** and insert: **Pilot License Agreement and License-to-Operate**.

In Original Agreement, after Clause 1.1(a)(i) insert:

(ii) to transmit to the public, messages, notifications, alerts, or warnings derived from the ShakeAlert Materials through projects identified in this Appendix B; and

(iii) Notwithstanding, upon this LtO conversion licensee is permitted to charge

Clients or End-users a fee in connection with Licensee’s distribution of ShakeAlert

Materials and/or Derivative Works through projects identified in this Appendix B.

In Original Agreement, Clause 11.1 , delete 11.1 (a) in its entirety and replace with:

* + 1. The pilot covered under Appendix A expires [insert termination date of any pending pilot agreements], unless extended or terminated earlier by either Party in accordance with Section 11.2 (Termination) or Section 19 (Amendment).
    2. The LtO in Appendix B starts on the execution of this conversion amendment and automatically renews annually, unless terminated by either Party in accordance with Section 11.2 (Termination).

In Original Agreement, Appendix A, delete: [Insert select Pilot(s) description/SOW from Appendix A to be converted to License-to-Operate, LtO].

In Original Agreement, Appendix B, delete “To be determined upon agreement by both Parties.” and replace with:

**1. Pilot Project(s) Converted to LtO**

The Parties agree that the following Pilot Projects and Technical Performance Plan are approved and deemed converted from Pilot to LtO status pursuant to Section 15 of the Agreement: [Insert converted Pilot from Appendix A and copy of approved Technical Performance Plan].

In Original Agreement, Appendix D, delete “Licensee to provide confidential information in this Appendix. If this is not applicable, please write N/A in this section.” and replace with:[Insert deemed confidential information, which may include Training and Performance Reports].

In Original Agreement, Appendix F, delete “If this is not applicable, leave blank. Alternatively, insert copy or if this plan is deemed confidential, then insert plan into Appendix D.” and replace with: [Insert copy of Education and Training Plan].

FOR THE U.S. GEOLOGICAL SURVEY:

By: [Sign ]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: **\_\_\_\_\_\_\_\_\_\_\_**

Name: [Insert ]

Title: [Insert ]

FOR COLLABORATOR:

By: [Sign ]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: **\_\_\_\_\_\_\_\_\_\_\_**

Name: [Insert ]

Title: [Insert ]