

LICENSE NUMBER DTCG51281-03-RP-0014L

FIVE YEAR REVOCABLE LICENSE TO USE COAST GUARD REAL PROPERTY
BETWEEN THE UNITED STATES OF AMERICA AND
THE UNIVERSITY OF PUERTO RICO
AT THE PUNTA TUNA LIGHTHOUSE PROPERTY

The Commanding Office, U. S. Coast Guard, Civil Engineering Unit Miami (Licensor), whose address is 15608 S. W. 117th Avenue, Miami, Florida 33177- , grants to the University of Puerto Rico (Licensee), whose address is PO Box 9041, Mayaguez, PR 00681, a Revocable License for the non-exclusive right to use the old garage structure for the installation of Seismic Monitoring Equipment, together with the necessary rights of ingress and egress on the U. S. Coast Guard Punta Tuna Lighthouse Property, Maunabo, Puerto Rico .

The term of this license shall be for five years, beginning on 1 April 2003 and ending on 31 March 2008, unless revoked sooner under paragraph 26 of this license. The license may be renewed for additional periods of time by the mutual written consent of the parties. The total term of this license may not exceed 30 years.

This license does not convey any interest in any Coast Guard real property to the Licensee. It simply authorizes the Licensee to use, or pass over, the specified Coast Guard real property for the purposes that are stated in the license.

THIS LICENSE IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. **Purpose of License.** The Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities may only use the licensed property for the following uses:

For the purpose of installing and maintaining Strong Motion Seismic Instruments that will provide important data concerning big earthquakes expected to occur in the Puerto Rico region. Installation inside the old garage building shall consist of an accelcrometer ETNA, two solar panels attached to a steel post, a fiberglass reinforced electrical box and a GPS antenna attached to one of the walls.

Licensee's use of Coast Guard property may not interfere with Coast Guard operations.

2. **Period of License.** The Licensee may have access during the term of this license (April 1, 2003 through March 31, 2008) providing appropriate Coast Guard personnel are notified as follows:

a. For entry, contact U. S. Coast Guard GANTSEC, Aids to Navigation, La Puntilla Final, San Juan, PR 00901. Phone (787) 729-4394.

3. **Access to Property.**

a. The Coast Guard is responsible for the safety and maintenance of the Licensed Property.

b. Coast Guard personnel may inspect the Licensed Property at any time.

c. The Licensee shall provide unrestricted access to Coast Guard personnel to perform safety, maintenance and emergency repairs as may be required.

d. The Licensor shall make every effort to contact the Licensee prior to entering the space. A Licensee's representative shall accompany the Coast Guard personnel upon any inspections, safety, maintenance and emergency repairs as deemed necessary.

e. If for safety reasons, or any other reason, electric power must be discontinued U. S. Coast Guard GANTSEC, Facilities Engineering, must be notified immediately and be provided with the reason for loss of power and the anticipated time to be lost.

4. License Fee.

- a. Based upon the nature of the Licensee's intended use of the licensed property, there is no charge for this license.
- b. This License is issued for the use of said portion of Coast Guard property in consideration for the safety benefit to the general public as well as to the Government.

5. **This License is Limited to Use of the Designated Licensed Property.** The Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities may not enter or use any other facilities on the property, unless they have an independent right to do so or are specifically invited to do so by someone with the authority to allow entry.

6. Governing Law and Regulations.

- a. The Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities, while on the Coast Guard install are subject to all applicable Federal, state, and local laws, regulations, directives, and orders, including those issued by the Licensor or a designated representative, including the installation's Officer of the Day, or a member of the installation's security force.
- b. The Licensee shall comply with the special construction conditions requested by the Institute of Puerto Rican Culture in their letter to the University of Puerto Rico dated June 25, 2002.

7. Environmental Protection.

a. The Licensee shall ensure that all of its activities involving the licensed property are in compliance with all existing, and any future, applicable environmental, historical, and cultural protection statutes and regulations, including, but not limited to: the Federal Water Pollution Control Act (aka the Clean Water Act), 33 U.S.C. 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C 300f et seq.; the Clean Air Act, 42 U.S.C 7401 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C 6901 et seq.; the CERCLA Comprehensive Environmental Response, Compensation and Liability Act (aka Superfund) and amendments 42 U.S.C. 9601 et seq.; the Toxic Substances Control Act, 15 U.S.C 2601 et seq.; the Coastal Zone Management Act, 16 U.S.C 1451 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act 7 U.S.C 136 et seq.; National Historic Preservation Act, 16 U.S.C. 470 et seq.; and the Endangered Species Act, 16 U.S.C 1531 et seq.; as well as any applicable state and local laws or regulations.

- ✓ b. The Licensee is responsible for obtaining any state or local permits or licenses necessary for its proposed use of the licensed property.
- c. The Licensee may not unlawfully pollute the air, ground, or water, nor create a public nuisance. The Licensee shall, at no cost to the Coast Guard, promptly comply with all applicable Federal, state, and local laws, regulations, or directives regulating the quality of the environment. This does not affect the Licensee's right to contest the validity of such laws, regulations, or directives or to try to enjoin their applicability.
- d. The Licensee shall use all required means to protect the environment and natural resources from any damage arising from the Licensee's use of the licensed property and activities incident to such use.
- e. If any damage results to the environment or natural resources, the Licensee shall restore the environment or damaged resources. The Licensee shall be solely responsible for all environmental clean up costs and any claims for damage done to any natural resources, resulting from the Licensee's use of the licensed property and activities incident to such use. The Licensee shall indemnify the Coast Guard and hold it harmless from any claims for environmental clean up or natural resources damage that may be made against Coast Guard resulting from the Licensee's use of the licensed property and activities incident to such use.
- f. The Coast Guard is liable for the costs of any environmental clean up required for contamination caused by it which existed prior to the execution of this agreement, or which it causes after the execution of this document. 'Environmental clean up' as used herein means the remediation of any environmental damage as required by any federal, state, or local regulatory agency having jurisdiction over the area.

g. The Licensee is responsible for addressing, testing, sampling and managing the possible presence of lead-based paint and asbestos during construction activities and for providing appropriate documentation to the Licensor. Lead-based paint techniques shall be applied in accordance with EPA and OSHA regulations and accepted industry standards. Prior to renovation or demolition, in accordance with 40CFR61 (NESHAPS), an asbestos survey must be performed.

h. The Licensee and all participants are prohibited from harming, harassing or taking of any Federal or state protected, threatened and endangered species that may exist at the site.

8. Historic Property Restrictions.

a. Licensee shall ensure that all of its activities involving the licensed property are in compliance with the National Historic Preservation Act (including, but not limited to, Section 106 of that act) and with the requirements Part 800 of Title 36 of the Code of Federal Regulations. The Punta Tuna Lighthouse is listed in the National Register of Historical Places as part of "Lighthouse System of Puerto Rico" and is referenced as No. 81000688.

b. The Licensee agrees that no work of any nature shall be done on any part of the licensed property if it affects the identified historical aspects of the licensed property, unless the Licensee has the written approval of the Government Representative, the Commanding Officer, U. S. Coast Guard GANTSEC, San Juan, Puerto Rico, and the appropriate State Historical Preservation Officer.

c. Licensee additionally agrees that should it discover any item or feature on the licensed property which Licensee believes may have historical significance, Licensee shall immediately notify the Government Representative, the Commanding Officer, U. S. Coast Guard GANTSEC, San Juan, Puerto Rico and take no action which may affect the suspected historical item or feature.

9. **Access to Licensed Property.** The Licensee, its officers, employees, contractors, agents and guests and the participants in its activities shall comply with all posted traffic and parking control signs and directions by the installation's security forces.

10. **Parking.** The Licensee, its officers, employees, contractors, agents and guests and the participants in its activities may bring vehicles onto the installation. Vehicles must be parked on improved, paved surfaces only.

11. **Reimbursement of Expense.** The Licensee agrees to reimburse the Licensor for all applicable services provided to the Licensee in connection with this license. The Licensee shall reimburse the Licensor for any such costs as determined by under applicable laws, regulations, and directives.

12. **Alterations.** No additions to, or alterations of, the licensed property can be made without the prior written consent of the Licensor. Upon revocation, expiration, or surrender of this license the Licensee shall to the extent directed by the Licensor, remove all alterations, additions, betterments, or improvements made or installed, and restore the premises, subject to reasonable wear and tear, to the same or in as good a condition as existed on the effective date of the original license.

13. **Return of Licensed Property.** On or before the expiration of this license, or upon its relinquishment by the Licensee, the Licensee shall vacate the licensed property and remove all property brought onto the installation by the Licensee, its officers, employees, contractors, agents and guests and the participants in its activities. If this license is revoked for any reason, the Licensee shall vacate the licensed property and remove all property brought onto the installation by the Licensee, its officers, employees, contractors, agents and guests and the participants in its activities. In either event, if the Licensee fails to remove property brought onto the installation (abandoned property), then, at the option of the Licensor, the abandoned property shall either become the property of the United States, without payment of compensation, or the Licensor may have the property removed from the installation. The Licensee agrees that the Licensor has no obligation to safeguard or care for the abandoned property. Neither the Licensor, the Coast Guard, nor the United States are liable for any expenses incurred by the Licensee for the removal of the abandoned property. If the Licensee fails to remove any property brought on the installation, the Licensee shall pay any costs incurred by the Licensor for its removal.

14. **Corporate Certificate.** If the Licensee is a corporation or municipality, a Corporate Certificate form must be completed. The Corporate Certificate form is attached as Attachment (A), and is made part of this license.

15. **Restoration of the Licensed Property.** The Licensee shall restore the licensed property to the condition in which it was received. Licensee shall clean up and remove all trash and refuse generated by the Licensee's use of the licensed property and shall replace any property that it may have relocated during its use of the licensed property. If the Licensee fails to restore the licensed property, including the removal of trash and relocation of property, including the removal of trash and relocation of property, the Licensee shall pay any costs incurred by the Licensor to restore the licensed property.

16. **Damage to Property.** The Licensee is responsible for any damage to or destruction of any property belonging to the United States, which results from the Licensee's use of the licensed property. The Licensee shall promptly repair or replace any damage or destroyed property to the satisfaction of the Licensor. In lieu of repairs or replacement, and at the Licensor's sole discretion, the Licensee may pay to the Licensor money in an amount sufficient to compensate for the Licensor for the loss sustained as a result of the damage to or destruction of the property.

17. **State and Local Permits, Licenses and Taxes.** The Licensee is solely responsible for obtaining any state or local permits or licenses necessary for its proposed use of the licensed property, as well as for the payment of any state or local taxes generated by its activities.

18. **Solicitations.** The Licensee, its officers, employees, contractors, agents and guests and the participants in its activities may not engage in any activities while on the installation that involve the solicitation of funds for private or commercial interests, including fund raising for nonprofit organizations and causes.

19. **Controlled Substances/Alcoholic Beverages.** The Licensee, its officers, employees, contractors, agents and guests and the participants in its activities may not bring any controlled substances or alcoholic beverages onto the installation, nor may any controlled substances or alcoholic beverages be used, solicited, transferred or sold on the installation.

20. **Notice of Potential Hazards.**

(a) The following hazards may be associated with the use of the licensed property by the Licensee:

Possibility of Lead-Based Paint or Asbestos

(b) The Licensee shall advise its officers, employees, contractors, agents and guests and the participants in its activities of any potential hazards.

21. **Reversionary Interest.** The Licensor makes no warranty or representation that it holds fee simple title to said property. The Licensee uses and occupies the property subject to, and is responsible for, any claims by any other parties which may hold interest in the property.

22. **Indemnification and Insurance.**

(a) Licensee shall indemnify and hold harmless the United States, the Coast Guard, its officers, employees, agents, and servants from any and all liability they may be liable for under the Federal Tort Claims Act (28 U.S.C. 2671 *et seq.*) or other laws, including the death or injury to any persons or loss or damage to the property of any persons resulting from the use of the Licensed property by the Licensee.

(b) Licensee shall indemnify and hold harmless the Licensor against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by Licensor as a result of any act, default, or omission of the Licensee, its officers, employees, contractors, agents, or guests or the participants in its activities in connection with the Licensee's use of the licensed property or for any injuries sustained by any individual's who has come on the licensed property as a result of the Licensee's use of the licensed property and may be injured in the course of participating in an inherently hazardous activity, an athletic activity, or another recreational activity while on the installation, whether or not the activity is a sanctioned part of the Licensee's use of the licensed property.

(c) Licensee shall indemnify and hold harmless the Licensor against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by Licensor as a result of any act, default, or omission of the Licensee, its officers, employees, contractors, agents, or guests or the participants in its activities in connection with the use of the licensed property under this license.

(d) Licensee shall have the Coast Guard specifically named as an insured in a general liability policy, obtained by the Licensee, at no cost to the Coast Guard, that covers the Licensee's use of the licensed property under this license. The insurance policy, which names the Coast Guard as an insured, must be in full force and effect during all periods covered by this license, including any periods when the Licensor has consented to the rescheduling of the use of the licensed property. The minimum amounts and types of insurance which Licensee shall maintain on the licensed property are as follows:

- (1) Fire and Extended Coverage: \$1,000,000.00 per incident.
- (2) Liability for Bodily Injury: \$1,000,000.00 per person; \$1,000,000.00 per incident.
- (3) Liability for Property Damage: \$1,000,000.00 per incident.

(e) The Licensor must also be named as a certificate holder on the Licensee's insurance policy, and such certificate of insurance shall provide that not less than thirty (30) days prior written notice shall be given to the Licensor, in the event of modification, cancellation or nonrenewal of the insurance coverage. The certification must contain a severability of interest clause. This license is not valid unless an appropriate certificate of insurance is received by the Licensor before this license is executed. The Licensee shall have the appropriate insurance policy and certificate issued, and a copy of the Certificate of Insurance sent to the address below. The Coast Guard will be the Certificate Holder and the Additional Insured and the certificate shall be made out as follows:

United States of America
United States Coast Guard
15608 S. W. 117th Avenue
Miami, Florida 33177-1630

23. **Notification.** The Licensee shall notify all of its officers, employees, contractors, agents, or guests who will use the licensed property of the terms of this license and that they are required to comply with all applicable terms of this license if they enter the installation.

24. **Non-Discrimination.** The Licensee, for itself and its officers, employees, contractors, agents and guests agrees that:

(a) No individual on the grounds of race, sex, color, religion, age or national origin may be excluded from participation in, denied the benefits of, or be otherwise discriminated against in the use of the licensed property.

(b) No individual on the grounds of race, sex, color, religion, age or national origin may be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the construction of any improvements at the licensed property or in the furnishing of services in connection with the use of the licensed property by the Licensee.

(c) That the Licensee shall use the licensed property in compliance with the regulations in 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964. This license is not valid unless prior to the execution of this license, the Licensee has signed the Standard Department of Transportation Title VI Assurances form, a copy of which is attached as Attachment (B), and made part of this license.

25. **Designation of Licensor's Principal Representative.** The Government Representative, Commanding Officer, Coast Guard GANTSEC is designated as the principal representative of the Licensor. The Licensee shall coordinate its use of the licensed property with the principal representative. The principal representative can be contact at telephone number: (787)729-4394.

26. **Revocation.** This license is revocable at will by the Licensor. The revocation is effective upon receipt of written or oral notification to Licensee's representative: Mr. Jose Martinez Cruzado, PhD at (787)265-3815.

27. **Assignability.** This license is neither assignable nor transferable by the Licensee.

28. **Entire Agreement.** This license constitutes the only agreement between the Licensor and Licensee. Any prior understanding or representation of any kind, which preceded the date of this license, are not binding on either party, except

to the extent the understandings are incorporated into this license.

29. Signature Authority. The undersigned employee of the United States of America hereby attests that said employee has the authority to enter into this license on behalf of the United States of America, acting by and through the United States Coast Guard. The undersigned has no interest, direct or indirect, in the property contained in this license. The undersigned executes this license in compliance with all known statutes, regulations, Executive Orders, management and budget circulars, Commandant Instructions and Department of Transportation policies.

For the Licensor: Patricia M Dixon

Patricia M. Dixon
Realty Specialist
U. S. Coast Guard

For the Licensee: [Signature]

University of Puerto Rico, Mayaguez Campus

1 August 2003
Date

Attachments:

- (A) Corporate Certificate
- (B) Standard DOT Title VI Assurances