Form 9-1366 (Nov. 1998)

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U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement

Customer #: Agreement #: Project #: TIN#: Fixed Cost Agreement <u>Yes</u>

THIS AGREEMENT is entered into as of the 7th day of March, 2005 to the 19 of March, 2005 by the US GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, represented by Chief Scientist of the Central Region Geological Hazards Team, Jill McCarthy,

is here on denominated as party of the first part; and the Puerto Rico Strong Motion Program, University of Puerto Rico, represented by the Chancellor, Dr. Jorge I. Vélez Arocho,

is here on denominated as party of the second part.

- 1. The parties hereto agree that subject to availability or appropriations and in accordance with their respective authorities there shall be maintained in cooperation Vs and Vp velocity site characterization research in Puerto Rico, herein called the program.
- 2. The following amount shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program.
  - (a) \$0.00 by the party of the first part during the period February 23, 2005 to September 30, 2006.
  - (b) \$12,000 by the party of the second part during the period. The Puerto Rico Strong Motion Program will pay this amount to the USGS when the field work is complete. Payments will be covered by the account number **6-26862**.
  - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by Jill McCarthy, an authorized representative of the party of the first part.

The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the first part to insure the required standards of accuracy subject to modification by mutual agreement.

- 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party. The authorized representative of the party of the second part shall be Mr. Dario Torres, Director, Finance Department of the University of Puerto Rico at Mayagüez.
- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

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- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. Billing for this agreement will be rendered upon completion. Payments of bills are due within 60 days after the billing date. If not paid by due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Controller General File B-212222, August 23, 1983).

By:

U.S GEOLOGICAL SURGVEY UNITED STATES DEPARTMENT OF THE INTERIOR

Jau d. Marting hugach By:

Prof. Ismael Pagán Trinidad, Director Dept. of Civil Engineering & Surveying

Dr. José A. Martínez Cruzado, Coordinator Puerto Rico Strong Motion Program

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By:

Jill McCarthy, Chief Scientist Central Region Geological Hazards Team

mon By 0 Dr. Ramón E. Vásquez, Dean Faculty of Engineering By: M

Dr. Jorge I. Vélez Arocho, Chancellor University of Puerto Rico at Mayagüez