



CUAHSI

universities allied for water research

MEMORANDUM

To: Members and Affiliate Members

From: Richard Hooper, Executive Director *Richard P. Hooper*

Re: Procedures for access of HIF during pilot period

Date: June 7, 2006

CUAHSI and the US Geological Survey (USGS) entered into a Cooperative Research and Development Agreement (CRADA) for hydrologic instrumentation. One result of this CRADA is that CUAHSI members will be able to rent equipment from the Hydrologic Instrumentation Facility (HIF). During a six-month pilot period, CUAHSI is seeking approximately 10 universities who wish to rent equipment from the HIF. The initial access to this service is limited so that the HIF can assess the breakage and loss rate of equipment and so that we can fine tune the rental procedure. A broad range of calibrated hydrologic instrumentation can be rented quite inexpensively through the HIF. An equipment catalog is available at <http://www.cuahsi.org/docs/usgs-hif.pdf>.

This memo describes the procedures required to be certified for renting from the HIF as well as the rental procedures. Please read and complete each step carefully.

Certification Procedure.

The following documents are required for a university to be certified:

1. *Identify a contact person.* One person, who is able to certify that funds are available, should be designated as a point of contact for all HIF equipment. The contact should maintain records of all rented equipment, rental agreements and review billings from the HIF. That person will also be the only person able to order equipment from the HIF. The ordering system is behind the USGS firewall and will be accessible only to the IP address of the contact person. **Action:** Send the name, affiliation, address, phone number, fax number, e-mail address, and IP address for the contact person to busmgr@cuahsi.org.
2. *Execute "hold harmless" letter.* A sample letter is attached. Please have it reviewed by your university's legal department. We anticipate that the language will have to be changed because of legal differences among states, but the intent of letter is that each entity—the university, USGS, and CUAHSI—is responsible for the actions of its employees. We have shown this letter to a number of

universities. Each was able to develop a form of the letter that was acceptable to the USGS. **Action:** Have your legal department review and amend the attached letter as needed. Send an electronic version of the letter and the legal contact to busmgr@cuahsi.org. We will assemble a packet of letters for review by the USGS lawyers. Once we have concurrence on the letters, hard copies will be distributed for signature.

3. *Contact USGS Water Science Center.* The USGS requires that the local Water Science Center (formerly the District office) where your project is located be informed annually of your activities to encourage collaboration between the USGS and universities.. **Action:** Send an e-mail to the Water Science Center Chief with an abstract of your project stating that you are planning on renting equipment from HIF under a CRADA with CUAHSI as part of this project. Offer to answer any questions that they might have about the project and request that they send an e-mail to ehayes@usgs.gov with a cc to busmgr@cuahsi.org stating that they have been informed of the project and that the PI of the project will be using the HIF.
4. *CUAHSI Certification.* Once all the documents have been assembled, we will certify that your university is eligible for renting equipment at the HIF. This certification will have to be renewed at some interval, probably annually.

We will accept universities to the pilot program in the order that the certification process is completed until we have approximately 10 members. *The hold-harmless letter is the most difficult step.* Please try to get us letters as quickly as possible, preferable in a week or two so that we can submit these to the USGS.

We request that only universities who expect to order equipment during this period and in substantial quantities apply for this service. We are trying to gauge how the system will work and need a reasonable volume of activities to assess that.

Rental Procedure

The following guidelines apply for all rentals from the HIF under the CRADA during the pilot period:

1. A new rental agreement must be executed for each project or experimental site where equipment will be deployed. This rental agreement can be printed out from the HIF web site and must be signed by the contact person and the PI. It is then faxed to the HIF. Subsequent rentals for the same project or site do not need new rental agreements. **NOTE:** Federal funds must be used to rent equipment. These can come from NSF grants or grants from other federal agencies. State and private funds may *not* be used. The user agreement requires the PI to stipulate that federal funds are being used.
2. Orders may be placed electronically using the CUAHSI One-Stop system. A user id and password will be provided to the contact person once the university is certified to use the HIF.

3. During the pilot period, users are not responsible for normal wear-and-tear or damage due to acts of God (lightening, floods). Users are responsible, up to the replacement cost of the equipment, for abuse, neglect or loss of the equipment. When damaged equipment is returned to the HIF, HIF technicians will make a determination of whether any abuse or neglect was involved. In general, one should be familiar with the equipment rented. The HIF will provide advice on the appropriate use of the equipment and can supply user manuals and other instructional materials on proper use of the equipment. It remains the responsibility of the user, however, to be properly informed about all equipment rented. **NOTE:** This policy is the same one used for USGS employees. During the pilot period, the breakage rate will be monitored to see if it is higher than expected. If that is the case, a surcharge may apply to the HIF rental rates when the full program begins in early 2007.

The pilot period will continue for about 6 months, until early 2007. Once we believe the kinks have been worked out of the system and the HIF is comfortable that university users can be accommodated, HIF services will be open to all US members and affiliate members. (International affiliates are not eligible for this service due to legal restrictions.)

We realize that the certification procedure requires some effort, but we believe that you will find it worthwhile. We have streamlined this as much as possible and are working with the HIF to institute this service. The HIF is eager to provide good customer service and looks forward to working with all of you.

Indemnification Agreement

Whereas, _____, (MEMBER) a _____, is a signatory to the Consortium of Universities for the Advancement of Hydrologic Science, Inc. (CUAHSI), a non-profit organization interested in the development of Hydrologic Facilities and multi-disciplinary solutions to hydrology and social issues, and

Whereas, in support of these integrated research objectives CUAHSI has entered into a Cooperative Research and Development Agreement and a Facility Use Agreement with the U.S. Geological Survey, Hydrological Instrumentation Facility (USGS) to loan government hydrological equipment to researchers and students who have or who are supporting CUAHSI research grants or other programmatic efforts; and

Whereas, the loan of such equipment will be made under nominal rates to specific researchers identified by CUAHSI and evidenced by a separate Loan Agreement similar to Item 1 attached; and

Whereas, before CUAHSI and USGS can permit the loan of such equipment to the employees or students of Member it requires certain assurances from the individual participants that they maintain sufficient personal injury and property insurance to cover injury or loss from any US government equipment is on loan to an individual researcher or student that is part at one of their locations or research sites:

Now therefore the parties understand and agree as follows:

1. USGS MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THE ABSENCE OF LATENT OR OTHER DEFECTS FOR THE EQUIPMENT THAT IT IS PROVIDING TO MEMBER'S FACULTY, STUDENTS OR CONTRACTORS UNDER ITS CONSORTIUM WIDE FACILITY USE /LOAN ARRANGEMENT.

2. MEMBER shall indemnify and hold harmless CUAHSI and USGS from and against all liability, demands, damages, expenses, and losses including but not limited to death, personal injury, illness or other property damage in connection with or arising out of the use by MEMBER's faculty, students or contractors of any equipment on loan from USGS.

3. MEMBER warrants that it is self-insured or maintains in full force and effect commercial general liability insurance which shall protect itself, CUAHSI and USGS from the events covered in paragraph 2 above. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of Three Million Dollars (\$3,000,000) for personal injury or death, and One Million (\$1,000,000) per occurrence with an aggregate of Three Million Dollars (\$3,000,000) for property

damage. MEMBER agrees to provide CUAHSI with a Certificate of Insurance or Statement of Self-Insurance if requested by CUAHSI.

4. The term of this Indemnification Agreement shall be for five years from date of signatures, and shall be automatically renewed for additional one year periods unless cancelled by Member in writing with 30 days written notice to the contacts named below. Failure to execute the Indemnification Agreement or to maintain it in effect during the life of any CUAHSI research effort at MEMBER institution, precludes researchers from obtaining loaned government equipment under this program.

5. Contact Personnel for this Agreement are:

CUAHSI: Richard P. Hooper, rhooper@cuahsi.org, 202-777-7302

USGS: Robert Mason, rrmason@usgs.gov; 703-648-5305

Member University:

In Witness Whereof, the parties have executed this Agreement the day and year set forth below.

CUAHSI

_____ Date: _____

US Geological Survey

_____ Date: _____

MEMBER

_____ Date: _____