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**Geological Survey of Canada of the Earth Sciences Sector of the
Department of Natural Resources - U.S. Geological Survey - Project
Annex # 1 - Title: DIGITAL GEOLOGIC MAP DATA MODEL TOOL
DEVELOPMENT**

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Responsible Senior Managers: USGS: P. Patrick Leahy, (703) 648-6600; GSC: Murray Duke, (613) 995-4093

Scope: To develop prototype data entry tools for use with the digital geologic map data model being developed by the USGS and the GSC (hereinafter the "Parties"), the American Association of State Geologists (AASG), and Canadian provincial agencies. This is critical to the creation of national digital geologic map databases in Canada and the United States. The development of software tools to test, explain and promote usage of the model was identified within this process as a critical task.

Work Plan:

- 1.) Upon signing, the USGS and GSC will reach agreement on the corrections and modifications to be applied to the existing software tool.
- 2.) After agreement upon the corrections and modifications, the GSC will supervise the implementation of these specifications, to be performed by an external contractor. This will involve software programming by the contractor who will receive close direction from the GSC.
- 3.) In September, 1999, the Parties will evaluate the software by applying the software within their respective projects, or within other client sites, and will communicate any problems to the contractor for repair. The contractor will complete corrections in October, 1999, resulting in a final product suitable for release to internal and external clients thereafter.
- 4.) By the end of October, 1999, the GSC will provide the USGS with a final copy of the software product, its source code and any pertinent documentation. A period of client testing will be in effect until March 31, 2000, after which the agreement expires.
- 5.) Upon completion satisfactory to both Parties, but prior to March 31, 2000, the software will be made available to external and internal clients on an 'as is' basis with no commitment from either Party to supply technical support, install or maintain the software product. The Parties are obliged to reach a mutually acceptable arrangement regarding the method, time and period of distribution of the software, source code and any documentation.

Funding Arrangements: The USGS will provide US\$15,000.00. The GSC will contribute

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existing software and equivalent dollar value in-kind support by arranging for a contractor and supervising the modification of the software product. Funds contributed to this project will be used primarily as compensation to the contractor, but also may be used to fund activities deemed necessary by either Party, such as travel costs incurred in developing work specifications, etc.

The GSC also reserves the right to also accept contributions (financial or in-kind) from other participants as partial contribution for this work. In this event the GSC will ensure to the best of its ability no conflict will arise from the inclusion of new participants and will inform all existing participants of such arrangements. All funds collected for the execution of this work will be deposited in a Government of Canada Specified Purpose Account (SPA) to be used exclusively in support of this project. Unspent funds will be returned to the contributor(s), based on the portion that each organization contributed.

Additional Partners: The GSC may solicit other partners to contribute to the development, but in doing so will inform the USGS of its intention to do so and will uphold any agreements reached with the USGS and will ensure to the best of its ability no resulting conflicts of interest will arise.

Intellectual Property: As per the "Agreement on the Allocation of Intellectual Property Rights, Interests and Royalties for Intellectual Property Created or Furnished under Certain Scientific and Technological Cooperative Research Activities" between the Government of Canada and the Government of the United States of February 4, 1997, the Parties shall retain existing Intellectual Property that they bring to the project. Intellectual Property arising as a result of this project shall be owned in equally by the GSC and USGS.

Duration and Termination: This Annex will remain in effect until March 31, 2000, at which time it may be extended by mutual written agreement of the Parties, provided that the parent agreement remains in force. Either party may, by giving the other party thirty (30) days written notice, terminate this agreement. Changes or modifications to this Project Annex shall be by written document and signed by the Parties. Each party shall immediately upon termination, return the other party's papers, materials, or other property held for the purpose of carrying out the project. Prior to termination, all expenses and costs for non-cancelable commitments outstanding as of the date of termination, will be paid from the SPA account.

FOR THE U.S. GEOLOGICAL SURVEY
OF THE DEPARTMENT OF INTERIOR
OF THE UNITED STATES OF AMERICA:

FOR THE GEOLOGICAL SURVEY OF
CANADA OF THE EARTH SCIENCES
SECTOR OF THE DEPARTMENT OF
NATURAL RESOURCES OF CANADA

P. Patrick Leahy
Chief Geologist, Geologic Division
United States Geological Survey
Date:

Murray Duke
Director General /MRGB
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