



**PUBLIC-TO-PUBLIC
PARTNERSHIP AGREEMENT**



Partnership agreement made on October 10th, 2005, between University of Missouri-Rolla and the United States Geological Survey Mid-Continent Geographic Sciences Center.

RECITALS

- A. Partners desire to join together for the pursuit of common public science and research goals.
- B. Partners have considered various forms of joint business enterprises for their business activities.
- C. Partners desire to enter into a partnership agreement as the most advantageous business form for their mutual purposes.

In consideration of the mutual promises contained in this agreement, partners agree as follows:

ARTICLE ONE.

NAME, PURPOSE, AND DOMICILE

The name of the partnership shall be Natural Hazards Mitigation Institute. The partnership shall be conducted for the purposes of research. The principal place of business shall be at 1870 Miner Circle, Rolla, Phelps County, Missouri.

ARTICLE TWO.

DURATION OF AGREEMENT

The term of this agreement shall be for five years, commencing on October 10th 2005, and terminating on October 10th 2010, unless sooner terminated by mutual consent of the parties or by operation of the provisions of this agreement.

ARTICLE THREE.

CLASSIFICATION AND PERFORMANCE BY PARTNERS

Partners shall be classified as active partners or advisory partners.

An active partner may voluntarily become an advisory partner.

Only active partners shall have any vote in any partnership matter.

At the time of the taking effect of this partnership agreement, all the partners shall be active partners.

Each active partner shall apply all of the partner's experience, training, and ability in discharging the partner's assigned functions in the partnership and in the performance of all work that may be necessary or advantageous to further the business interests of the partnership.

ARTICLE FOUR.

CONTRIBUTION

Each partner shall contribute 3 man-months of effort on or before October 10th 2006 to be used by the partnership to establish its business position. Any additional contribution required of partners shall only be determined and established in accordance with Article Nineteen.

ARTICLE FIVE.

BUSINESS EXPENSES

The rent of the buildings where the partnership business shall be carried on, and the cost of repairs and alterations, all rates, taxes, payments for insurance, and other expenses in respect to the buildings used by the partnership, and the wages for all persons employed by the partnership are borne by the contributing partner. Any exchange of funds or personnel shall be per terms of a separate agreement.

ARTICLE SIX.

COVENANT AGAINST REVEALING TRADE SECRETS

No partner shall, during the continuance of the partnership divulge to any person not a member of the firm any trade secret or special information employed in or conducive to the partnership business and which may come to the partner's knowledge in the course of this partnership, without the consent in writing of the other partner.

ARTICLE SEVEN.

ADDITIONAL CONTRIBUTIONS

The partners shall not have to contribute any additional capital or effort to the partnership to that required under Article Four, except as follows: (1) each partner shall be required to contribute a proportionate share in additional contributions if grants or contract awards are obtained via the partnership; or (2) specific additional agreements such as Intergovernmental Personnel Act exchanges or facility use agreements are separately executed by the partners.

ARTICLE EIGHT.

ADDITIONS, ALTERATIONS, OR MODIFICATIONS

Where it shall appear to the partners that this agreement, or any terms and conditions contained in this agreement, are in any way ineffective or deficient, or not expressed as originally intended, and any alteration or addition shall be deemed necessary, the partners will enter into, execute, and perform all further deeds and instruments as their counsel shall advise. Any addition, alteration, or modification shall be in writing, and no oral agreement shall be effective.

The parties have executed this agreement at University of Missouri-Rolla the day and year first above written.

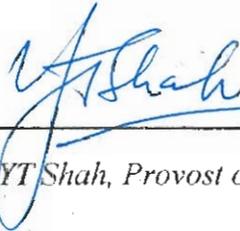


Emmitt Witt, United States Geological Survey



Neil L. Anderson, Natural Hazards Mitigation Institute

In Witness thereof



Y.T. Shah, Provost of the University of Missouri-Rolla



John C Gardner Vice President University of Missouri System



Jo Ann Emerson, US Representative Missouri Eighth District