

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE GUAM WATERWORKS AUTHORITY
AND THE UNIVERSITY OF GUAM'S WATER AND ENVIRONMENTAL
RESEARCH INSTITUTE OF THE WESTERN PACIFIC**

THIS Memorandum of Understanding (“MOU”) is made on the dates indicated below, between the Guam Waterworks Authority (“GWA”), whose address is 578 N. Marine Corps Drive, Tamuning, GU 96913 and the University of Guam (“UOG”), Water and Environmental Research Institute of the Western Pacific (“WERI”), whose address is UOG Station, Mangilao, Guam 96923.

RECITALS:

WHEREAS, WERI and GWA work closely together on matters related to aquifer monitoring, modeling, management, water quality assessment, and the acquisition of pertinent baseline data required to interpret and understand the hydrodynamic complexities, anomalies and vulnerabilities of Guam’s island karst limestone aquifer in the north and surface water resources in the south; and

WHEREAS, WERI is a unique local scientific institution who provides GWA and the rest of the community of Guam with timely and accessible expert advice and reliable, unbiased, and independent hydrologic analyses and technical studies related to sustainable management of Guam’s water resources; and

WHEREAS, Public Law 24-247 established the Guam Hydrologic Survey Program and charged WERI to “locate, inventory and evaluate all hydrologic data pertaining to Guam and consolidate the data into a single computer-based library...establish a direct working relationship with each organization collecting hydrologic data...maintain a permanent flow of new data...conduct analyses to assess the status of Guam’s water resources, and publish annual and other concise report on water use, trends and key concerns....;” and

WHEREAS, WERI has developed and maintains the Guam Hydrologic Survey Database, which includes the kinds of data mandated by PL 24-247; and

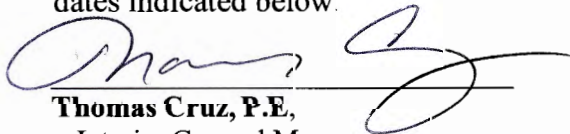
WHEREAS, GWA and WERI agree that the Guam Hydrologic Survey Database is critical to the management of Guam’s freshwater resources and must be kept undated and managed appropriately.

NOW THEREFORE, be it agreed that:

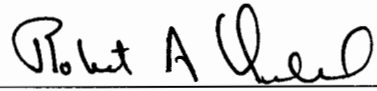
1. GWA will provide, as available, data requested by WERI in accordance with PL 24-247 for inclusion in the Guam Hydrologic Survey Database.

2. WERI will ensure the database is kept up to date and accessible to GWA and other users as provided for by Guam PL 24-247 and subject to consistency with FEMA and Guam Homeland Security Office of Civil Defense policies, and local and federal FOIA requirements.
3. WERI and GWA will consult with one another prior to the release or publication of results of WERI/GHS analyses based wholly or in part on data originating from GWA.
4. Upon request by GWA, WERI will provide timely assistance to GWA to explain, interpret, clarify, or expand upon results of analyses and any other findings related to data originating from GWA before releasing or publishing the analyses or other related scientific study results.
5. WERI will inform GWA of each request by other entities for data originating from GWA.
6. Each party agrees to hold the other harmless from actions of any kind arising out of the negligent acts or omissions of either party under this agreement and both parties agree that this instrument is not a contract, rather it is an agreement to cooperate.
7. The terms of this Memorandum of Understanding shall take effect upon the signature of the GWA GM and WERI Director.

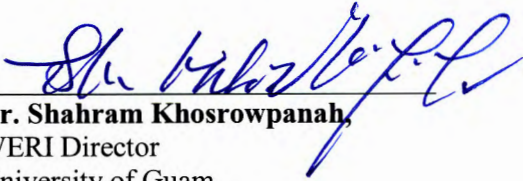
IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the dates indicated below.


Thomas Cruz, P.E.,
 Interim General Manager
 Guam Waterworks Authority

Date: 12/12/14


Dr. Robert Underwood
 President
 University of Guam

Date: 12/18/14


Dr. Shahram Khosrowpanah,
 WERI Director
 University of Guam

Date: 12/15/2014