MEMORANDUM OF UNDERSTANDING

Between the

TexasView Consortium Members

Scope

This Memorandum of Understanding (MOU) sets forth the general terms and conditions by which the TexasView Consortium will promote and work toward the growth of remote sensing education and data applications with the goal of developing a workforce for both the commercial and public sectors and expanding the number of disciplines that use Remotely Sensed Data and Technology. The parties will cooperate in the exchange of high-volume satellite data and other Earth science data products over high-speed networks between data sources including, but not limited to the U. S. Department of Interior's Earth Resources Observation Systems (EROS) Data Center (EDC) of the US Geological Survey (USGS), and TexasView member facilities. These data and data products will support state and/or regional university research and teaching, K-12 outreach, Federal programs, tribal, state and local governments, non-governmental organizations and commercial enterprises. TexasView will operate in accordance with all requirements of the AmericaView Consortium.

Purpose

The TexasView consortium is founded on the concept of free and public exchange among its members of data, information and knowledge concerning the Earth and its processes, as observed by remote sensing and GIS technologies, for education, research, and local, regional, tribal, state and federal government applications.

To achieve our goals, members mutually pledge to:

1. Share the benefits of public investments in remote sensing and GIS technologies and related enterprises through policies, standards, and services that maintain and promote the broadest possible public access to the best available data and information resources while supporting the vitality of the commercial remote sensing industry.

2. Place in the public domain for free inspection and access, whenever feasible, all imagery and other sensor system data purchased using public funds

3. To the extent possible, use innovative license agreements to provide public access to commercial data purchased with public funds.

4. Establish within Texas, strategic partnerships to develop and deploy remote sensing applications through collaborations involving university research teams, K-12 schools, federal agencies, tribal, state and local governments, non-governmental organizations, and commercial enterprises.

5. Create and maintain effective public education and outreach programs promoting the benefits gained through the use of remote sensing technologies in general and the value of our activities in particular.

6. Encourage additional national investment in remote sensing and related technologies, earth science research and data applications, and education and training of professionals in the fields associated with our programs.

7. Implement a distributed public access system for remotely sensed satellite/aircraft data and other geospatial data products (Data Providers only).

8. Where possible, establish high-speed network access to remote sensing archives by participating as members or affiliates in Internet 2 (I2) and I2 experimental networks such as the Internet2 Network.

9. Collaborate with other consortium members in seeking additional funding for accumulation of remote sensing data, education and research.

10. Facilitate cooperation between education, state and local governments and industry in remote sensing and digital mapping through cost sharing.

11. Additional principles that are approved by a majority of the Members.

Each Member organization invited to join TexasView will be required to meet these fundamental commitments to the public trust.

Background

AmericaView is a group of state-based organizations with a wide range of responsibilities ranging from academic research and education to management of state government resources. A goal of AmericaView is to encourage the wide application of remotely sensed satellite/aircraft data and other Earth science data products by the remote sensing and GIS communities in the member organizations.

TexasView is an AmericaView member organization administered through the Columbia Regional Geospatial Service Center System, Stephen F. Austin State University. TexasView will use remotely sensed satellite/aircraft data for research and applications in disciplines such as agriculture, cartography, education, forestry, geology, biology, urban planning, emergency management, hydrology, GIS applications and earth science. Special emphasis will be placed on land surface change studies made possible by routine satellite coverage. The Earth science research community will also use the data and infrastructure to identify and implement future regional and global change investigations. Other research and applications will focus on the integration of satellite data with global positioning systems, geographic information systems (GIS), research on advanced network technology and technologies for computational visualization.

Scope

Under this MOU, cooperative activities between TexasView Member organizations include, but are not limited to, the exchange of satellite and other geospatial data and the exchange of technical and scientific information and expertise in support of related earth science, computer science, telecommunications, and other research activities.

As funding allows, TexasView will maintain the infrastructure and procedures necessary to query, purchase, receive, archive, access, process, and deliver these data to TexasView Members. The TexasView consortium will strive to expedite public access to data that are contained within Member archives.

Governance

Membership in the TexasView Consortium shall include two statuses, member (voting) and affiliate member (non-voting). Voting members are institutions of higher learning in Texas. Affiliate members may be local, regional, tribal, state, federal, or non-governmental organizations that share an interest in geospatial technologies.

TexasView Consortium members may be data distributors (archive and distribution nodes for remote sensing and other geospatial data) or data users. All TexasView members are expected to share data and information developed by TexasView and AmericaView members. Data providers will take on the added responsibility of providing public Internet access to data archives for their regions, as defined by the TexasView membership.

The TexasView Consortium is governed by a majority vote of its full members. Each voting member shall have an equal vote. Responsibilities and resources shall be distributed according to a majority vote of the full members.

The TexasView Consortium members shall meet at least twice each academic year, once in the fall and once in the spring. Meetings may be held in person or via telecon or video conferencing. Members may vote by e-mail, telecon, or video conference. Committees and other ad hoc groups may meet more or less frequently.

Responsibilities

Responsibilities of the member organizations are to:

Participate in training programs, workshops, meetings, and seminars as appropriate.

Participate in the preparation of joint reports, documents, and proposals as determined and agreed to by the members.

Provide public access to data and information developed for the state/region by TexasView Members where not limited by licensing restrictions.

Data distribution nodes shall implement, operate, and maintain adequate facilities for archiving satellite data and data products and geospatial Earth science data received from the USGS and other sources.

Follow the Bylaws / Principles of Organization as agreed to by TexasView Members and the responsible Federal agencies.

Provide, at a minimum, a single-point video conferencing station to be used for TexasView meetings and other TexasView communications. This station requires a webcam, microphone/headset and Internet access.

Provide public support of TexasView and AmericaView in the form of presentations, documentation , testimonials and personnel visits, etc.

Specific activities to be conducted under this agreement and the method of their implementation will be defined jointly, on a case-by-case basis, by the TexasView members in consideration of the merit, existing commitments, projected schedules, available resources, and other relevant factors.

Financial Arrangements

This MOU does not constitute a financial commitment on the part of TexasView or its members. Financial arrangements will be covered in separate project agreements between TexasView Members and the other agencies, and subject to ordinary budgetary and administrative procedures. It is understood that the ability of the Parties to carry out their obligations is subject to the availability of funds and personnel through their respective funding procedures.

Period of Agreement, Renewal, and Termination

This MOU will commence pending the signatures of authorized representatives of the member organization and TexasView. This MOU will have duration of 5 years and may be renewed at that time with the majority written consent of the members. It may be reviewed periodically or amended at any time as agreed to by the majority of its members. All modifications of this MOU will be incorporated as written amendments to the agreement.

(1) Voluntary

Any member may voluntarily withdraw from the TexasView Consortium at any time by giving 14 days written notice to the TexasView Director.

(2) Involuntary

Member may be involuntarily removed by the Project Manager for breach of any of the terms of this Agreement or breach of any terms or conditions imposed by the Department of Interior – U.S. Geological Survey, or AV bylaws or regulation.

Resolution of Conflicts

Conflicts in the interpretation of the clauses of this Memorandum of Understanding which may arise will be resolved either by informal agreement between representatives of the members and the TexasView Director (documented in a short letter signed by both parties) or by formal amendment of this agreement.

TexasView Memorandum of Understanding Approvals

Member Institution	**TexasView**
Authorized Representative	**Authorized Representative**
Signature	**Signature**
Date	**Date**