



MEMORANDUM OF UNDERSTANDING
for
***WisconsinView* Consortium Members**

January 1, 2009

1. Parties

This Memorandum of Understanding (MOU) is made and entered into by and between the following:

WisconsinView (a member of the *AmericaView Inc.* Consortium)
Headquartered at:

Space Science & Engineering Center (SSEC)
University of Wisconsin-Madison
1225 W Dayton Street, FL 12
Madison, WI 53706-1695
Phone: 608-263-3126
Fax: 608-262-5974

and

Partner Organization: _____

Partner Contact Name: _____

Mailing Address: _____

Phone: _____ Fax: _____

e-mail: _____

2. Scope of MOU

This Memorandum of Understanding (MOU) constitutes an understanding between the above organizations to participate in the *WisconsinView* Consortium. This document describes the purpose and goals of *WisconsinView*, presents its background, explains its organization, and defines the terms, responsibilities, and benefits of participation in the Consortium.

3. AmericaView and WisconsinView Background

AmericaView is a nationwide program (a consortium of state-based consortia) that focuses on satellite remote sensing data and geospatial technologies in support of applied research, K-16 education, workforce development, and technology transfer. *WisconsinView* is one of several "StateView" members of AmericaView.

AmericaView is comprised of two complementary and interrelated activities and is administered through a partnership between the US Geological Society (USGS) and *AmericaView Inc.*:

- A. The USGS AmericaView Program is a data infrastructure, processing, and delivery initiative administered under the USGS Land Remote Sensing (LRS) Program and carried out at USGS facilities. Primary activities for this effort are undertaken by the USGS National Center for Earth Resources Observation and Science (EROS) - formerly Earth Resource Observation System

(EROS) Data Center (EDC) located in Sioux Falls, South Dakota. AmericaView activities are conducted in conjunction with other LRS priorities such as the Landsat Data Continuity Mission (LDCM). See <http://americaview.usgs.gov>.

- B. *AmericaView Inc.* is a not-for-profit 501(c)(3) corporation that coordinates and administers the *AmericaView Inc.* Consortium. The Consortium is comprised of university-led, state-based consortia (such as *WisconsinView*) working together to build a nationwide network of state and local remote sensing data users. *AmericaView Inc.* supports the goals of the overall AmericaView Program by further expanding communications networks, facilities, and capabilities for acquiring and sharing remotely sensed data among *AmericaView Inc.* Consortium Members and their constituents. The Consortium is working with the USGS and universities across the country to expand participation in the Program to all 50 states. See <http://www.americaview.org/>

WisconsinView became a member of the *AmericaView Inc.* Consortium in 2004 through a two-part process:

- C. *WisconsinView* became an Affiliate (non-funded) member of *AmericaView Inc.* on January 15, 2004. ERSC (Environmental Remote Sensing Center – now merged with the Space Science & Engineering Center (SSEC)) under the direction of Dr. Tom Lillesand and Dr. Sam Batzli, in cooperation with the Wisconsin State Cartographer's Office (SCO), led the proposal effort resulting in Affiliate status. SSEC is the official "member of record" and point of contact for *WisconsinView*. Other initial participants in the *WisconsinView* planning process involved the University of Wisconsin System Office of Learning and Information Technology and the Wisconsin Land Information Association (WLIA). The USGS Wisconsin/Illinois Mapping Partnership Office participated as an advisor to *WisconsinView*.
- D. On February 27, 2004, the *WisconsinView* Consortium applied for Full (funded) membership status in *AmericaView Inc.* Joining the above organizations in support of this effort were University of Wisconsin Sea Grant and the Wisconsin Space Grant Consortium. Full membership of *WisconsinView* in *AmericaView Inc.* was granted on March 26, 2004 with funding available starting April 1, 2004. See <http://www.wisconsinview.org/>

4. Purpose and Goals of *WisconsinView*

The goal of *WisconsinView* is to enhance the coordination of remote sensing data access and use across the state. *WisconsinView* encourages governments, the private sector, and academia to become more efficient, effective and responsive to citizens through the development of an enduring partnership among Consortium Members.

WisconsinView Consortium Members cooperate in the exchange of remote sensing imagery and other earth science data products among data providers including, but not limited to the US Geological Survey's National Center for Earth Resources Observation and Science of the, commercial entities, and *WisconsinView* Member facilities.

WisconsinView is active primarily in the following areas:

Consortium Building: identifying and working with new partners.

Education: bringing remote sensing materials to formal and informal educational curricula at all levels (K-16). Encouraging and publicizing scholarship, fellowship, and internship opportunities offered by members and other regional and national sources for Wisconsin secondary and higher education students studying remote sensing.

Research: discovering new or better ways to apply remote sensing technology to observing, understanding, and solving pressing environmental and societal issues in Wisconsin.

Data and Information Access: supporting the open exchange among its Members and the public of data, information and knowledge concerning the Earth and its processes, as observed by satellite and other remote sensing technologies.

Outreach: participating in events such as GIS Day, the Wisconsin State Fair, school visits, and the Wisconsin Alumni Association "On the Road" program.

Technology Transfer: distributing software tools and techniques developed by *WisconsinView* Members to other Members, government agencies, and private companies.

To further its goals, Members joining *WisconsinView* by signing this MOU mutually agree to:

- A. 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;
- B. Place in the public domain for open inspection and access, whenever feasible, all imagery and other sensor system data purchased using public funds as the data become available. When not precluded by license agreements, provide public access to commercial data purchased with public funds. The parties to this MOU agree to conform to any license arrangement that might be associated with any particular data set shared among Consortium Members;
- C. Participate in public education and outreach activities promoting the benefits gained through the utilization of remote sensing technologies and their use in addressing a range of environmental and societal problems important to our state;
- D. Support or implement whenever possible and appropriate components of a distributed public access system for remotely sensed satellite data products (and as opportunities, licensing agreements, and resources allow, for aircraft data);
- E. Establish within Wisconsin, strategic affiliations to develop and use remote sensing data and information products through collaborations involving university research teams, K-12 schools, federal agencies, tribal, state and local governments, non-governmental organizations, and commercial enterprises;
- F. Encourage additional national investment in remote sensing, related technologies, earth science research, data applications, and education and training of professionals in the fields associated with our programs;
- G. Seek additional funding for the accumulation of remote sensing data that is potentially important to the state for education and research;
- H. When feasible use cost sharing to facilitate cooperation among academic institutions, state, local and tribal governments, and industry in remote sensing and digital mapping; and
- I. Over time pursue additional goals that may be posed by Consortium Members.

Each Member organization invited to join *WisconsinView* will be expected to meet at least three of these fundamental commitments to the public trust.

5. Benefits of Participation

Participation in the *WisconsinView* Consortium offers a number of benefits. For example, Members will have opportunities for:

- A. Coordinated group data-buy discounts;
- B. Possible discount software license arrangements;
- C. Access to a cooperative environment and knowledge-base to facilitate use of remote sensing data for educational, administrative, planning, policy, and decision making purposes;
- D. Access to copyrighted raw satellite data to the extent allowed under corresponding purchasing agreements;
- E. Access to shared data sets, lesson plans, and tutorials; and
- F. Participating in the development of a remote sensing community in Wisconsin that is responsive to practitioner and citizen needs alike.

6. Organization of *WisconsinView*

The Space Science & Engineering Center (SSEC) at the University of Wisconsin-Madison is the official member of record for *WisconsinView*. The principal investigator (PI) of the *WisconsinView* grant serves as the Director of *WisconsinView*. The *WisconsinView* Coordinator is designated by the *WisconsinView* Director. SSEC serves as the primary point of contact for the administrative issues and for academic

participants of *WisconsinView*. The Wisconsin State Cartographer's Office (SCO) serves as the primary point of contact for local, regional, tribal, state, and federal participants of *WisconsinView*. Under the direction of the *WisconsinView* program Director, the *WisconsinView* Program Coordinator manages and represents the *WisconsinView* Consortium in consultation with the other Consortium Members. The primary point of contact for commercial participants can be either SSEC or the SCO, depending upon the nature of the commercial firms activities within the Consortium.

The *WisconsinView* Consortium Members shall meet periodically in person or via teleconference or video conferencing. Members also may be contacted by periodic e-mail updates or the like. Through these means of communication and others, Consortium Members will have an opportunity to pose new ideas and directions for *WisconsinView*.

A. Responsibilities of *WisconsinView* Program Director and Coordinator as funding permits are to:

- 1) Serve as the primary point of contact for administrative issues, academic participants, and when appropriate, commercial participants of *WisconsinView*;
- 2) Host the *WisconsinView* Consortium's primary archive and distribution node for remote sensing and other geospatial data;
- 3) Provide public access to data and information developed by *WisconsinView* and *AmericaView Inc.* Members;
- 4) Identify or arrange and publicize appropriate training programs, workshops, meetings, and seminars. Provide public access to data and information developed for the state by *WisconsinView* Members where not limited by licensing restrictions;
- 5) Implement, operate and maintain adequate facilities for archiving remote sensing data and data products and other geospatial earth science data received from the USGS and other sources; and
- 6) Maintain the "*WisconsinView.org*" website and web services.

B. Responsibilities of Wisconsin State Cartographer's Office (SCO) are to:

- 1) Facilitate communication among local, regional, tribal, state, federal, and when appropriate, commercial participants of *WisconsinView*;
- 2) Promote awareness of *WisconsinView* through production and distribution of print and electronic media;
- 3) Assist the *WisconsinView* Director and Coordinator in planning and publicizing periodic training programs, workshops, meetings, and seminars; and
- 4) Participate as a *WisconsinView* Member in accordance with the responsibilities outlined in the section immediately below.

C. Responsibilities of *WisconsinView* Members are to:

- 1) Participate in or provide input for the preparation of joint reports, documents, and proposals, including submission of brief semi-annual reports related to activities associated with *WisconsinView* partnership;
- 2) Share information in support of the overall *WisconsinView* metrics reporting requirements such as remote sensing class enrolment numbers, information about publications or presentations that cite, reference, or otherwise credit *WisconsinView* as a data or information source;
- 3) Share relevant Wisconsin datasets and remote sensing curriculum components such as lesson plans or workshop outlines as appropriate; and
- 4) Promote awareness of *WisconsinView* and *AmericaView Inc.* through activities including, but not limited to presentations, web links, documentation, and personnel visits.

7. Implementation Plan

WisconsinView will operate in accordance with all requirements of the *AmericaView Inc.* Consortium. More information about *AmericaView Inc.* is available at: <http://www.americaview.org>.

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 *WisconsinView* Members in consideration of the merit, existing commitments, projected schedules, available resources, and other relevant factors.

8. Financial Arrangements

This MOU does not constitute a financial commitment on the part of the Parties hereto. Any financial arrangements associated with the Consortium will be covered in separate project agreements between *WisconsinView* Members and other entities, 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.

9. Personal Property

Title to any personal property, such as imagery (that is not intended to be included in the *WisconsinView* archive), maps, CD-ROMS, publications, and hardware furnished by the *WisconsinView* Member to the University of Wisconsin-Madison under this agreement shall remain with the *WisconsinView* Member furnishing the same. All parties agree to exercise due care in handling such property. However, each party agrees to be responsible for any damage to its property which occurs in the performance of this agreement, and to waive any claim against the other party for such damage, whether arising through negligence or otherwise.

10. Liability and Risk of Loss

With regard to activities undertaken pursuant to this agreement, neither party entering this agreement shall make any claim against the other, employees of the other, the other's related entities (e.g., contractors, subcontractors, investigators or their contractors or subcontractors), or employees of the other's related entities for any injury to or death of its own employees or employees of related entities, or for damage to or loss of its own property or that of its related entities, whether such injury, death, damage or loss arises through negligence or otherwise.

To the extent that a risk of damage or losses are not dealt with expressly in this agreement, such party's liability to the other party, whether or not arising as the result of alleged breach of the agreement, shall be limited to direct damages only and shall not include any loss of revenue or profits or other indirect or consequential damages.

11. Period of Agreement, Renewal, and Termination

This MOU will commence pending the signatures of authorized representatives of the Member's organization. This MOU will have duration of 4 (four) years plus the time between the latest date of signature to the end of the calendar year. All MOUs will expire December 31st of the fourth full calendar year and may be renewed and re-signed at that time or prior to that time at the discretion of the *WisconsinView* Director and an authorized representative of the Member's organization. All renewals will become effective immediately upon signature of both parties. The content of the MOU may be reviewed periodically or amended at any time as agreed upon by a simple majority of the Consortium Members or at the discretion of the *WisconsinView* Director in advance of renewals.

Termination of this agreement can take one of two forms:

A. Voluntary

Any Member may voluntarily withdraw from the *WisconsinView* Consortium at any time by giving 14 days written notice to the *WisconsinView* Director.

B. Involuntary

Any Member may be involuntarily removed, in consultation with *WisconsinView* Director, for breach of any of the terms of this Agreement or breach of any terms or conditions imposed by the Department of Interior – US Geological Survey, or *AmericaView Inc.* bylaws or regulation.

12. Resolution of Conflicts

Conflicts in the interpretation of the clauses of this MOU which may arise will be resolved either by informal agreement between representatives of the Member Organization and the *WisconsinView* Director (documented in a short letter signed by both parties) or by formal amendment of this agreement.

13. Points of Contact for this MOU

The following individuals at UW-Madison will be the *WisconsinView* points of contact for this agreement:

SSEC

Dr. Sam Batzli, *WisconsinView* Director
Space Science & Engineering Center
1225 W Dayton Street, FL 12
University of Wisconsin-Madison
Madison, WI 53706-1695
Phone: 608-263-3126 Fax: 608-262-5974

e-mail: sabatzli@wisc.edu

SCO

Mr. Ted Koch, State Cartographer
Mr. Jim Lacy, Associate State Cartographer
Wisconsin State Cartographer's Office
384 Science Hall
550 N Park Street
Madison, WI 53706-1491
Phone: 608-262-3065

e-mail: tkoch@wisc.edu , lacy@wisc.edu

The following individual will be the Member organization point of contact for this agreement:

WisconsinView Partner Name: _____

Partner Contact Name: _____

Mailing Address: _____

Phone: _____ Fax: _____

e-mail: _____

14. Signatures

Partner Organization: _____

x _____
Name and Title of Signer Date
(Print) _____

WisconsinView:

x _____
Samuel A Batzli, Director Date

Expiration Date: December 31, 2013
(remainder of signature year plus 4 full years)