MEMORANDUM OF UNDERSTANDING
for
WisconsinView Consortium Members
January 1, 2010

1. Parties

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

WisconsinView (a member of the AmericaView 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: ____________________________________________________________
____________________________________________________________________________

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 a not-for-profit 501(c)(3) corporation operating under a 5-year grant from the US Geological Society (USGS) Land Remote Sensing (LRS) Program. The AmericaView board of directors, executive director, and administrative staff coordinate and administers the AmericaView 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 that bridges the gap between federal data resources and end users. AmericaView supports the goals of the USGS Land Remote Sensing Program by further expanding communications networks, facilities, and capabilities for acquiring and sharing remotely sensed data among AmericaView 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 Consortium in 2004 through a two-part process:

A. WisconsinView became an Affiliate (non-funded) member of AmericaView 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.

B. On February 27, 2004, the WisconsinView Consortium applied for Full (funded) membership status in AmericaView. 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 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 above described 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. Possible 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 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 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 Consortium. More information about AmericaView 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 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**
Dr. Howard Veregin, 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: mveregin@wisc.edu lacy@wisc.edu

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

Partner Contact Name: ___________________________________________________________
Partner Organization: _____________________________________________________________
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, 2014
(remainder of signature year plus 4 full years)