



Missouri State[™]
U N I V E R S I T Y



MEMORANDUM OF UNDERSTANDING BETWEEN
THE BOARD OF GOVERNORS OF THE MISSOURI STATE UNIVERSITY
SPRINGFIELD, MISSOURI
AND
THE UNITED STATES GEOLOGICAL SURVEY, MID-CONTINENT GEOGRAPHIC
SCIENCE CENTER
ROLLA, MISSOURI

SUBJECT: Memorandum of Understanding (MOU) between Missouri State University (University), on behalf of the Ozark Environmental Water Resources Institute (OEWRI) and the U.S. Geological Survey (USGS), Mid-Continent Geographic Science Center (MCGSC).

- 1. PURPOSE: This MOU is entered into by and between the OEWRI and the MCGSC, for the purpose of establishing the respective responsibilities of parties for delivering technical assistance, cooperating in research, exchanging information, and developing applied solutions in areas of mutual interest including the development and discovery of data to support characterization and mitigation of environmental degradation in southwest Missouri. This MOU identifies Federal personnel of the MCGSC as an extension of the internal staff of the OEWRI and vice versa for the purpose of meeting personnel requirements for the establishment of a world-class geographic research organization with a focus on southwest Missouri issues.**
- 2. BACKGROUND: OEWRI and MCGSC hereby enter into this agreement with each other, because each has unique capabilities and resources needed by the other for specified initiatives hereunder. OEWRI is a functional institute of Missouri State University and has a national reputation in the fields of geospatial, hydrologic, and geologic research. MCGSC is a USGS cost center that is part of the United States Department of Interior and is recognized as a national science expert. The USGS serves the Nation by providing reliable scientific information to describe and understand the Earth; minimize loss of life and property from natural disasters; manage water, biological, energy, and mineral resources; and enhance and protect our quality of life. The joint**

initiatives and programs entered into with this understanding shall be consistent with these missions and objectives of both organizations and with their unique capabilities and resources.

3. SCOPE: This Memorandum of Understanding sets forth the basic principles and guidelines under which the parties intend to work together to foster coordination and cooperation in research; to exchange ideas and information; to utilize University research and government research and facilities, and other efforts; and to further the advancement of knowledge in the areas of mutual interest. Specific areas of mutual interest include, research and product development, instructional support, and technology exploration. The MCGSC will cooperate within the scope of USGS scientific capabilities by applying technologies, scientific skills, and analytical tools for the geospatial sciences. The scope of the MCGSC cooperation includes the following items:
 - A. Consultation, assistance, and information which will contribute to the effectiveness of each party's research studies.
 - B. Development of remote sensing and geographic information products that meet the objectives of regional issues.
 - C. Utilization of defined land cover trends protocols to support development of refined land cover maps of the region.
 - D. Support of educational venues using USGS geospatial and remote sensing expertise.
 - E. Publication of findings of joint environmental projects in the various USGS report series.
 - F. Utilization of MCGSC facilities for meetings, conferences, and workshops that are designed to publicize science topics for either southwest Missouri or the partnership between OEWRI and MCGSC.

The scope of the University cooperation includes the following items:

- A. Consultation, assistance, and information which will contribute to the effectiveness of each party's research studies.
- B. Provision of laboratory and field services which will contribute to the effectiveness of each party's research studies.
- C. Development of opportunities for professional development and outreach for University faculty.
- D. Support of educational venues using OEWRI geospatial and remote sensing, water quality, and hydrology expertise.
- E. Co-publication of findings of joint environmental projects in peer-reviewed journals.
- F. Utilization of University facilities for meetings, conferences, and workshops that are designed to publicize science topics for either southwest Missouri or the partnership between OEWRI and MCGSC.

- G. Develop research experience and internship opportunities for University undergraduate and graduate students.
- H. Provide a mechanism for conferring adjunct status to qualified MCGSC staff for the purpose of research, teaching, and graduate student mentoring at University.

4. UNDERSTANDINGS

- A. UNDERSTANDING: Each party agrees, to the extent that they have the right to make available, to furnish to the other any information and data which a party has relating to the mutual areas of interest or which it obtains from endeavors undertaken pursuant to this Memorandum of Understanding. Unless specifically designated in the specific agreements for projects or undertakings, each party may freely use, disseminate and publish the exchange information and data without restriction. In the event any desired information or data is of a proprietary nature, subject to copyright or first right of publication, subject to prior review for patentable items, or covered by other limitations, the party to whom the request is made will use its best efforts to arrange for the exchange of the information under appropriate protective safeguards. Classified and procurement sensitive information is not within the purview of this MOU.
- B. POINTS OF CONTACT: For the purpose of all formal actions, approvals, notification and agreements pursuant to this Memorandum of Understanding, the point of contact for the University shall be Dr. Robert Pavlowsky, Director of OEWRI, and for the MCGSC shall be Mr. Emitt C. Witt III, Director MSGCS.
- C. FUNDING: The parties agree that the general principles as hereinafter set forth shall be implemented only by and through specific joint funding agreements between the University and the appropriate agency procurement activity with respect to each and all particular research projects or cooperative undertakings proposed by OEWRI or by the MCGSC and accepted by the other party.
- D. APPLICATION LAWS AND REGULATIONS: Nothing in this MOU relieves any applicant, grantee, consultant, contractor, subcontractor, or any other party from any obligations imposed upon them by law, regulation, and other applicable requirements.
- E. DISPUTE RESOLUTION. The parties of this MOU shall make reasonable efforts to informally resolve disputes at the Point of Contact or immediate supervisor level. If resolution cannot be achieved informally, the disputing party shall submit to a Dispute Resolution Committee (DRC) a written statement of dispute setting forth the nature of the dispute, the work affected by the dispute, the disputing party's position with respect to the dispute, and the technical, legal, or factual information that the disputing party is relying upon to support his position. The DRC will resolve disputes for which agreement has not been reached through

informal dispute resolution. The parties shall designate one individual and an alternate to serve on the DRC. The individuals designated shall be employed at the policy level (GS-15) or comparable University level. The University representative shall be the Vice President for Research and Economic Development or his delegate. The MCGSC representative shall be the Regional Geographer or his delegate. In the unlikely event that the DRC is unable to resolve a dispute, the dispute will be forwarded to a mutually acceptable arbitrator.

- F. PUBLIC INFORMATION. Subject to the Freedom of Information Act 5 USC 552 and the Missouri Sunshine Law, decisions on disclosure of information to the public regarding work undertaken pursuant to this MOU shall be made by University following consultation with the USGS MCGSC. Justification and explanation of OEWRI programs before Congress and the Executive Branch shall be the responsibility of University. The USGS MCGSC may assist University in responding to Congressional inquiries and may support University in budget justification.
 - G. OFFICIALS NOT TO BENEFIT. No member of or delegate to the Congress, or other elected official, shall share in any part of this MOU or any benefit that may arise there from.
 - H. COVENANT AGAINST CONTINGENT FEES. No person or selling agency has been employed or retained to solicit or secure this MOU agreement or understanding for a commission, percentage, brokerage, or contingent fee, with the exception of bona fide employees.
 - I. CONFIDENTIALITY. To the extent permitted by the law governing each party, including the Freedom of Information Act and the Missouri Sunshine Law, the parties agree not to disclose or disseminate to others exchanged information when requested not to do so by the providing party. The parties acknowledge that the work conducted within the context of this MOU can involve scientific and technological innovation in which the owner has a proprietary interest.
 - J. This MOU does not supersede or change any previous or future agreements linked to USGS and University participation in the Upper and Middle Mississippi Valley Cooperative Ecosystems Studies Unit of the National Park Service.
5. EFFECTIVE DATE: This MOU will become effective upon the date of the last signature and will remain in effect indefinitely with a review after 5 years. This agreement may be terminated by mutual consent by both parties, or either party by providing 30 (thirty) calendar days written notice to the other party. In the event of termination, no party to the MOU shall be responsible for any costs incurred by the other party associated with procuring services from an alternate source; nor shall either party be relieved of responsibility for costs incurred by the other party that are covered by this MOU, including costs of closing out or transferring any ongoing obligation. Upon termination of this MOU, the parties agree to forward all work products

prepared under this MOU to the funding agency. This MOU may be modified upon mutual agreement of both parties signed by authorized representatives of the two parties.

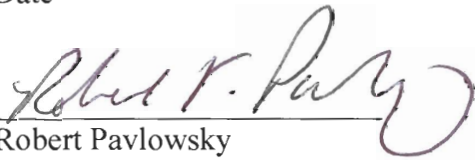
6. AUTHORITY: USGS enters into this MOU under the authority of Public Law 99-591 that bestows permanent authority to USGS to prosecute projects in cooperation with other agencies, Federal, State, and private (43 U.S.C. 36c.). Both parties agree that all support provided pursuant to this Agreement shall comply with the provisions of the Economy Act, 31 U.S.C. 1535, unless such support is specifically authorized pursuant to separate statutory authority. It is agreed that each request for support shall specify the authority for the Order

FOR THE BOARD OF GOVERNORS
OF MISSOURI STATE UNIVERSITY



Michael T. Nietzel
President

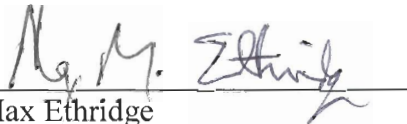
12/13/05
Date



Robert Pavlowsky
Director, OEWRI


11-17-05
Date

U.S. GEOLOGICAL SURVEY
MID-CONTINENT GEOGRAPHIC
SCIENCE CENTER



Max Ethridge
Central Regional Geographer

12/17/05
Date



Emmitt C. Witt III
Director, MCGSC

12-12-05
Date