

**MEMORANDUM OF UNDERSTANDING**

between the

**U.S. GEOLOGICAL SURVEY**

and the

**NATIONAL ASSOCIATION OF STATE UNIVERSITIES AND  
LAND-GRANT COLLEGES**

pertaining to

**SCIENTIFIC AND EDUCATIONAL COOPERATION**

**I. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for coordination and cooperation between the U.S. Geological Survey (USGS) and the National Association of State Universities and Land-Grant Colleges (NASULGC), both on its own behalf and on behalf of its member institutions, that will facilitate the conduct of cooperative activities between USGS and NASULGC member universities and land-grant institutions in areas of mutual interest. The intended purpose of scientific and educational cooperation under this MOU is to further the development of basic scientific and applied research and to maintain and promote channels of cooperation and communication that permit the exchange of scientific and technical information.

**II. MISSION DEFINITION**

The U.S. Geological Survey was created by Congress in the Organic Act of March 3, 1879 (20 Stat. 394, 43 U.S.C. 3), which provided for the classification of the public lands and the examination of the geological structure, mineral resources, and products of the National Domain. The mission of the USGS is to provide the Nation with reliable, impartial information to describe and understand the Earth. This information is used to minimize loss of life and property from natural disasters; manage water, biological, energy, and mineral resources; enhance and protect the quality of life; and contribute to wise economic and physical development.

Founded in 1887, NASULGC is the nation's oldest higher education association. A voluntary association of public universities, land-grant institutions and many of the nation's public university systems, NASULGC campuses are located in all 50 states, the U.S. territories and the District of Columbia. Dedicated to supporting excellence in teaching, research and public service, NASULGC has been in the forefront of educational leadership nationally for over a century.

### **III. AUTHORITIES**

This MOU is entered into under the Public Law 99-591 that bestows permanent authority to the USGS to “prosecute projects in cooperation with other agencies, Federal, State, and private” (43 U.S. C. 36c). when applicable, any further cooperative agreements entered into between USGS and NASULGC member universities or colleges will be pursuant to the Federal Grant and Cooperative Agreement Act of 1977, as amended (31 U.S.C. 6305).

### **IV. SCOPE**

This MOU serves as an umbrella agreement that sets forth the general terms and conditions under which the USGS, NASULGC, and/or its member institutions will cooperate in activities involving physical and biological sciences and environmental studies, specifically within the areas of geography, hydrology, biology, and geology. This includes, but is not limited to, mapping, information technology, data management and remote sensing; ground water, surface water, and water quality; research and monitoring of fish, wildlife, and habitats; and minerals, energy, natural hazards, geological mapping, earth surface processes, and geophysics.

### **V. RESPONSIBILITIES**

Under this MOU, USGS, NASULGC, and/or its member institutions will pursue cooperative activities of mutual interest within the scope of regular programs of USGS, NASULGC, and/or its member institutions. Such activities may include, but are not limited to, the following:

1. Sharing of technical information and services;
2. Collaborating in joint research, development, and applications projects and studies of mutual interest;
3. Providing research scientists, faculty members, graduate students, and technical staff as required to carry out joint activities under this MOU;
4. Making available scholars for lectures, conferences, colloquia, symposia, and sharing of scientific and technical experiences;
5. Sharing of facilities and equipment as appropriate to carry out joint activities under this MOU;
6. Encouraging joint publication of research results;
7. Collaborating on holding workshops, providing training, and facilitating the transfer of technology when appropriate and of mutual interest; and
8. Cooperating on joint outreach and educational activities.

The specific relationships and responsibilities with regard to the cooperative activities under this umbrella MOU shall be defined in separate agreements which shall become

annexes to this MOU, in accordance with section VI. and shall be executed between USGS and the NASULGC member(s), as appropriate.

USGS, NASULGC, and/or its member institutions each agree to expand when possible the level of cooperative activities between and among them. Representatives of the Parties shall meet periodically to review the progress of scientific and educational cooperation currently under way and to discuss plans for future cooperation.

## **VI. IMPLEMENTATION**

Specific activities to be conducted under this MOU and the method of their implementation will be determined on a case-by-case basis by the USGS, NASULGC, and/or its member institutions in consideration of the merit, existing commitments, projected schedules, available funding and personnel resources, and other relevant factors. As appropriate, the agreements implementing specific activities shall be annexed to this MOU through coordination and mutual agreement between the Parties.

## **VII. FINANCIAL ARRANGEMENTS**

This MOU defines the general terms upon which the USGS and NASULGC will cooperate. Performance under the terms of this MOU is subject to the availability of appropriated funds and personnel resources through each Party's respective funding procedures. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between USGS, NASULGC, and/or its member institutions will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Any such endeavors will be outlined in separate agreements, such as work plans or statements of work, which shall be made in writing and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

## **VIII. INTELLECTUAL PROPERTY**

### **1. Rights in Data**

It is the intent of USGS, NASULGC, and/or its member institutions (hereinafter referred to as "Parties" or "Party") that the information and data exchanged in furtherance of the activities under this MOU will be exchanged without use and disclosure restrictions unless required by national security regulations or otherwise agreed to by the Parties for specifically identified information or data. Any intellectual property brought by one of the Parties to the implementation of the activities under this MOU shall remain the property of that Party. Intellectual property conceived or developed in the conduct of activities under this MOU shall

belong solely to the conceiving or developing Party, if conceived or developed solely by that Party; and shall be jointly owned by the Parties, if conceived or developed jointly by the Parties.

Either Party may use jointly owned intellectual property for scientific purposes. Should any jointly owned intellectual property right, data, and information that results from the activities under this MOU be used for commercial purposes by one Party, the other Party shall be entitled to that portion of the royalties obtained from the exploitation of such property to which it is entitled. Said portion shall be determined in good faith by the Parties based on the relative contributions of the Parties to the development of the exploited results.

## 2. Patent and Invention Rights

Unless otherwise agreed by the Parties, custody and administration of inventions made as a consequence of, or in direct relation to, the performance of activities under this MOU will remain with the respective inventing Party. In the event an invention is made jointly by employees of the Parties or an employee of a Party's contractor, the Parties will consult and agree as to future actions toward establishment of patent protection for the invention.

## **IX. PUBLICATIONS AND RELEASE OF INFORMATION**

When deemed appropriate, the activities conducted, or scientific data developed, under this MOU will be documented and made available to the general scientific community through publication in appropriate journals or other established channels as soon as practicable and consistent with good scientific practice. Publications documenting cooperative efforts may be prepared by either Party, or jointly, provided that both Parties have an opportunity to review manuscripts prior to publication. In the event such reports or publications are copyrighted, each Party shall have a royalty-free right under the copyright to reproduce, distribute, and use such copyrighted work for their own purposes.

Release of general information to the public may be made by the appropriate Party with respect to its own portion of the project/cooperation as desired. The Parties will seek to consult with each other prior to any such releases that reference the other Party's participation, consistent with the Parties' respective laws and policies.

The Parties agree that sharing credit is mutually beneficial, and will make every effort to assure that appropriate citation and attribution, including the use of official agency visual identifiers, is given for work performed under this MOU.

## **X. PARTICIPATION IN SIMILAR ACTIVITIES**

This MOU in no way restricts any of the Parties from participating separately in similar activities with other public or private agencies, organization, and individuals, including activities between USGS and NASULGC member institutions, such as under the USGS Cooperative Research Units Program and Water Resources Research Act Program.

## **XI. EFFECTIVE DATE, MODIFICATION, AND TERMINATION**

This MOU shall take effect upon the date of the last signature and shall remain in effect for a period of five (5) years. This MOU may be modified at any time upon joint approval. This MOU may be terminated at any time by mutual written agreement of the Parties, or by either party upon 90 days written notice to the other Party.

## **XII. POINTS OF CONTACT**

The following individuals will be the points of contact for this MOU:

### NASULGC

Dr. Alan Woolf, Director  
Southern Illinois University at Carbondale  
Cooperative Wildlife Research Laboratory  
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### USGS

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sponce@usgs.gov

## **XIII. APPROVALS**

NATIONAL ASSOCIATION OF STATE  
UNIVERSITIES AND LAND-GRANT  
COLLEGES

U.S. Geological Survey

### **Signatures on File**

4-29-03  
\_\_\_\_\_  
Date

### **Signatures on File**

Jan. 29, 2003  
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Date