

MEMORANDUM OF UNDERSTANDING

Relating to

THE ESTABLISHMENT OF AN EFFICIENT AND EFFECTIVE METHOD FOR THE  
COORDINATION, RESEARCH AND DEVELOPMENT, ACCESS TO, AND TECHNICAL  
ASSISTANCE OF GEOGRAPHICALLY RELATED INFORMATION WITHIN STATE GOVERNMENT

Among

LOUISIANA SENATE  
LOUISIANA HOUSE OF REPRESENTATIVES  
LOUISIANA DIVISION OF ADMINISTRATION  
LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY  
LOUISIANA DEPARTMENT OF JUSTICE  
LOUISIANA DEPARTMENT OF CULTURE, RECREATION & TOURISM  
LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT  
LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY  
LOUISIANA DEPARTMENT OF HEALTH & HOSPITALS  
LOUISIANA DEPARTMENT OF NATURAL RESOURCES  
LOUISIANA DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS  
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES  
(hereinafter referred to as Parties)

WHEREAS, some Geographic Information System (hereinafter referred to as "GIS?')/Geographically Related Information (hereinafter referred to as "GRI") data are being collected and computerized by each of the Parties; and

WHEREAS, each of the Parties is experiencing similar, if not identical, technical problems from collecting to computerizing the data; and

WHEREAS, the Parties are having difficulty identifying the availability and sources of GIS/GRI data and related resources; and

WHEREAS, the Parties recognize that it would be beneficial to cooperate by coordinating the sharing of GIS/GRI data, sharing technical skills from the collection to computerization of this data; and

THEREFORE, the Parties have reached the following understanding:

## ARTICLE 1

### OBJECTIVES

This Memorandum of Understanding (MOU) is undertaken to establish an efficient and effective method to maintain a current inventory of GIS/GRI including but not limited to data, hardware, software, technical skills/expertise to be used throughout State Government; to coordinate research and development using developed standards/guidelines for the storage and handling of this inventory; identify research and application needs of State Government; provide these needs to researchers and provide methods for development of these applications; identify all providers and users; determine, identify and evaluate the organizational structures or means for implementing the State GIS plan; and develop a position paper (including feasibility) on justifying and recommending levels of implementation of a GIS plan to be presented for approval to the Department Heads or equivalent, and if appropriate, for the Department Heads to go forward to the Governor and/or Legislature.

## ARTICLE 2

### FORMS OF COOPERATION

The following cooperative activities may be undertaken:

- a) Exchange of information, publications, reports, technical data, samples, materials, instruments, and components for test purposes, including data bases, computer codes, hardware, software and results and methods of research and development which will be specified in future Annexes to this Agreement;
- b) Exchange visits by agency personnel and other specialists for participation in research and development activities related to the furtherance of the objectives of the understanding which will be specified in future annexes to this MOU;
- c) Joint research projects, which may include cost-sharing arrangements and/or arrangements for joint planning and/or joint project execution, which will be specified in future Annexes to this MOU.

## ARTICLE 3

### SUBJECT AREAS OF COOPERATION

Subject areas of cooperation may include:

- a) Development of a GIS/GRI Data Base which will maximize compatibility with the agencies' hardware and software;
- b) Access to- 'this Data Base should be made available to all parties as allowed by law;
- c) Research and development;
- d) Technical skills/assistance;
- e) Establishment of standards/guidelines;
- f) Identify GIS/GRI applications, providers, and users;
- g) Explain the benefits of GIS/GRI Data Base to State Government.

ARTICLE 4

FINANCIAL CONDITIONS

No financial commitments are established initially in this MOU, and it is understood that participation by any Party in future specific activities shall be subject to the availability of funds. Those future specific activities requiring funding shall be equally cost-shared, or on such other basis as is agreed to by the Parties hereto in writing. The Parties shall set forth in each Annex to this MOU the financial terms and conditions, including the budget and the funding commitments of each Party, for the activities defined in the task statement in each Annex. All other costs resulting from cooperation under this MOU shall be borne by the Party that incurs them.

ARTICLE 5

THIRD PARTY INVOLVEMENT

The provisions of this MOU shall not affect the rights or obligations of any Party under its agreements or arrangements with other agencies, contractors, or individuals.

ARTICLE 6

INTELLECTUAL PROPERTY

Each Annex to this MOU shall include appropriate intellectual property provisions which recognize the rights and equities of each Party consistent with applicable laws and regulations.

ARTICLE 7

COORDINATION

Each of the Parties may appoint representatives who will facilitate joint activities under this MOU, with the intention that there will be regular communication among the representatives to assist in the implementation of this MOU. An annual report of activities under the MOU will be prepared jointly by the representatives and submitted to the Parties and GIS Committee.

ARTICLE 8

ENTRY INTO FORCE AND DURATION

This MOU shall enter into force upon signature of all Parties, shall extend for a period of five (5) years after the date of signature, and may be amended or extended by mutual written agreement of the Parties. Any Party may terminate this MOU by providing the other Parties with four (4) months advance written notice. Any such termination shall be without prejudice to the rights which have accrued under this MOU to any Party up to the date of such termination.

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ADDENDUM #1

WHEREAS, the office of Emergency Preparedness representing the  
Department of Public Safety and Corrections on the GIS Task Force was  
transferred to the Military Department; and

WHEREAS, the Military Department has requested to become a signer of the  
MOU by letter dated 30 October 1990; and

WHEREAS, the Parties of the MOU approved on November 29, 1990, the request of  
the Military Department; and

THEREFORE, by signing this addendum, the Military Department agrees to abide by  
the articles of the MOU.