

MEMORANDUM OF UNDERSTANDING

For

New York Institute of Technology

And

This Memorandum of Understanding, dated _____ day of _____ month, 20____ is made and entered into between the New York Institute of Technology (hereinafter referred to as “NYIT”) and _____ (hereinafter to as the “NY Esri K-12 Partner”).

Background

This Memorandum of Understanding for the Esri K-12 Statewide Education Site License is only available to certain K–12 Schools (public and private), school districts, and local chapters of recognized national youth programs in the State of New York. For avoidance of doubt this Education Site License Agreement is not available to K-12 Schools in the New York City School District. The New York City School District has a district wide license.

NYIT in conjunction with the NYS GIS Association and the NYS Esri K-12 Consortium are responsible for initiating, coordinating, and promoting Esri GIS K-12 program activities throughout New York State.

NYIT is entitled to license certain Esri Software, Data, Web Services, and Documentation and to obtain maintenance only for certain K-12 academic purposes only. Non instructional purposes are not license under this agreement.

NYIT will make the Esri GIS licenses available to:

- a) All public and non-public schools providing education in grades K-12, including charter schools, technical schools, magnet schools, Montessori schools, and religious schools
- b) Homeschools
- c) Local chapters of recognized national youth programs, including but not limited to 4-H, FFA, Boy Scouts, Girl Scouts, Boys and Girls Clubs; other youth-serving club
By agreement between ESRI and license administrator

To support and ensure that faculty, staff and administrators receive proper training on the use of the software, certain responsibilities and expectations are required prior to a school or district receiving a software license. In order for a school/district/youth program to receive a license, the following must occur:

1. Sign this MOU and adhere to the agreement requirements listed below;
2. Demonstrate knowledge of GIS from a teacher, staff, or administrator from a previous training, or commitment to participate in an online Esri training course which can be provisioned at no cost as part of the license , or attend a GIS education professional development training offered or promoted by the NYS Esri K-12 Consortium.

Only after the MOU is signed and school representative has demonstrated knowledge of GIS will a school/district/youth program receive a license.

Agreement

The parties agree that the School District will act in “good faith” in supporting teachers to attend professional development opportunities to acquire training to help them use the GIS software in their classrooms. To obtain the GIS software, knowledge of GIS must be demonstrated by a teacher, staff, or administrator. Knowledge demonstration can come from a previous training using GIS software. Otherwise knowledge can be acquired through participation in an online Esri training course, or attend a GIS education professional development training supported by the NYS Esri K-12 Consortium. Upon demonstrating knowledge of GIS, a school/district/youth program will be provided with the software and the license code to use for educational and administrative purposes.

Specifically, the School District will:

1. Provide faculty, staff and students the opportunity to have the software installed on requested school computers that can be used for both educational and administrative purposes.
2. Identify a single person as the school/district coordinator for issues related to Esri GIS matters to include software license registration, technical questions, and disseminator of opportunities and resources to other school/district educators. If this school/district coordinator leaves, a new person will be assigned as a replacement and the NYS Esri K-12 consortium will be notified.
3. Support and encourage teachers to attend GIS professional development trainings offered or promoted by the NYS Esri K-12 Consortium. This includes offerings in conjunction with NYS Teacher Centers and others offered around New York State.
4. Support IT Administrators to work with teachers who have been trained to use the software.

NYIT in conjunction with the New York GIS Association and the NYS Esri K-12 Consortium will provide the following:

1. Esri GIS software for use in classrooms for teaching and to administrators to manage school/district resources.
2. Professional development trainings and webinars across the state and as requested by schools, districts or NYS Teacher Centers.
3. Updates for the GIS software as it becomes available from Esri.
4. Technical and logistical support to schools/districts.
5. Assistance with licensing technical matters by an 800 support number weekdays during work hours 9-5.
6. Provide a total of 10 registration passes to the Esri International User Conference including the Education User Conference.

Authorities and Limitations

1. By signing this Memorandum of Understanding, all parties agree and recognize that the administration of NY Esri K-12 Partner is committed to supporting the use of GIS software where appropriate in schools
2. The parties will conduct activities under this agreement within the scope of and to the extent authorized by their existing statutory authorities.
3. This agreement is an internal agreement among the parties, including components of the parties' organizations, and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this agreement is intended to restrict the authority of any party to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.
4. Nothing in this agreement creates any enforceable rights upon any of the parties.
5. Authorized users of schools or districts cannot use the Esri GIS software under this license for nonacademic, nonadministrative, or commercial or profit-generating activities.
6. This Memorandum of Understanding shall remain in effect for as long as the district continues to utilize the software made available under statewide agreement with Esri through July 31, 2014.
7. Either party can terminate the license agreement, whereupon the license administrator must inform all software recipients that the license is terminated.

