

MEMORANDUM OF UNDERSTANDING (MOU)

Between

The TIDES Board of Directors

And

MobilityData International Organization

This Memorandum of Understanding (MOU) is entered into by The TIDES Board of Directors, hereinafter referred to as "The TIDES Board," and MobilityData International Organization, hereinafter referred to as "MobilityData," collectively referred to as "the Parties."

I. PURPOSE

The purpose of this MOU is to designate MobilityData as the TIDES Manager, as defined in the TIDES Governance Document, for TIDES and to outline the roles, responsibilities, and expectations incumbent upon each party regarding the governance, development, and maintenance of the TIDES standard suite.

II. SCOPE OF RESPONSIBILITIES

A. MobilityData Responsibilities as TIDES Manager

As TIDES Manager, consistent with the TIDES Governance Document, MobilityData will oversee the daily management of the TIDES Project at the discretion of the TIDES Board in pursuit of the TIDES Project Roadmap consistent with available resources, including:

- Identifying, pursuing, and managing human and monetary resources available to the TIDES Project (e.g. grant opportunities);
- Maintaining a high-profile in relevant venues and conduct targeted direct outreach which establishes the TIDES Project as the leader in the transit operations data management space;
- Developing and maintaining an active space for collaboration among the TIDES stakeholders;
- Facilitating a decision-making process of the TIDES Stakeholders and TIDES Board to develop and regularly update the TIDES Project Roadmap.
- Agendizing, noticing, hosting and managing regular TIDES Contributor or TIDES Issue Working Group meetings not less than once per month to address outstanding issues.

- Aggregating and coordinating decisions which must be considered and addressed by the TIDES Board with the TIDES Board Coordinator.
- Implementing, maintaining, reviewing, and improving the documentation of the TIDES Specification in consultation with the TIDES Community.
- Implementing the processes defined in the TIDES Change Management Policy and assuming all roles and duties assigned therein to the TIDES Manager including but not limited to triaging, prioritizing, garnering resources and implementing solutions to issues identified by the TIDES Community.

Mobility Data will:

- Maintain its ability to receive and manage US Federal Funding.
- Maintain its good legal standing within all applicable legal domiciles.
- Identify and work with the Board Coordinator to manage any organizational conflicts of interest.
- Abide by and enforce the TIDES Code of Conduct.
- Assign an individual as the TIDES Program Manager, who shall serve as the primary point of contact between the TIDES Board and MobilityData. MobilityData will communicate the name of the TIDES Program Manager to the TIDES Board in writing and notify the TIDES Board of any change in this assignment in writing.
- Ensure that TIDES Board decisions result in relevant updates to the TIDES Website within one week of approval; are documented as decisions on the TIDES Website, and are reflected in relevant document change-logs.
- Manage the TIDES Community membership in accordance with the TIDES Governance including:
 - a. Solicit, review, and manage requests by individuals to become TIDES Contributors ensuring adherence to the Contributor Agreement and TIDES Code of Conduct and maintaining a conducive environment for participation.
 - b. Remove Contributors at their discretion, including situations when the TIDES Contributor violates the TIDES Contributor Agreement or TIDES Code of Conduct.

- c. Maintain a contact list of TIDES Community members and their relevant properties and regularly communicate with them about recent developments and opportunities for them to provide feedback.
 - d. Maintain the list of TIDES Contributors at <https://github.com/TIDES-transit/TIDES/blob/main/contributors.md>
- Manage technology systems within the TIDES Repository Organization which support the TIDES Governance and TIDES Change Management Policy as well as the TIDES Shared Folder.

B. Board Responsibilities

The Board will:

1. Collaborate closely with the TIDES Program Manager, providing necessary guidance, approvals, and feedback to align the development efforts with the broader strategic objectives.
2. Assign the TIDES Program Manager as an Owner of the TIDES Repository.
3. Notify MobilityData of the person filling the role of TIDES Board Coordinator.
4. Facilitate the necessary access, authority, and resources for the TIDES Program Manager to perform their obligations effectively.
5. Engage in regular reviews and evaluations of MobilityData's performance and the overall health of the TIDES Project.
6. Retain the authority to request MobilityData make changes to the staffing of the TIDES Program Manager role if there is evidence of unremedied performance concerns.
7. Retain the authority to make high-level and strategic decisions regarding the direction, milestones, and objectives of the TIDES Project.
8. Advocate for dedicating financial resources within the TIDES Community which are associated with TIDES implementation to MobilityData to fulfill the role of TIDES Manager.

III. DEFINITIONS

A. TIDES Project

The TIDES Specification, its documentation, the structure and templates for sample data and scripts, the scripts supporting validation continuous integration and documentation, the GitHub organization “TIDES-transit” and its various repositories and their contents, the documentation of the TIDES Project overall and the governance and management of TIDES.

B. TIDES Specification

The data schemas, ontologies, and structures within the purview of the TIDES project as documented at: <https://github.com/TIDES-transit/TIDES/tree/main/spec>

C. TIDES Board of Directors

TIDES is owned and governed by a self-perpetuating Board of Directors as defined in the TIDES Governance Document.

D. TIDES Board Coordinator

Responsible for facilitating TIDES Board activities and serving as a regular point of contact between the TIDES Board and TIDES Program Manager.

E. TIDES Manager

An individual or organization assigned to handle day-to-day management of the TIDES specification and other elements.

F. TIDES Program Manager

An individual assigned by the TIDES Manager who serves as the primary point of contact between the TIDES Board and the TIDES Manager

G. TIDES Repository

Version-control repository for TIDES specification, contributor community and supportive code and documentation. Currently maintained at <https://github.com/TIDES-transit/TIDES/>

H. TIDES Governance

The rules by which the TIDES Community and TIDES specification govern itself. Posted at: <https://github.com/TIDES-transit/TIDES/blob/main/docs/governance.md>

I. TIDES Contributors

Individuals agree to and abide by the Contributor Agreement and the TIDES Community Code of Conduct. TIDES Contributors have rights to create issues, discussions, and pull requests in the TIDES repository as well as rights to vote in decisions on changes to the TIDES spec and other aspects of TIDES. List of contributors maintained at:

<https://github.com/TIDES-transit/TIDES/blob/main/contributors.md>

J. TIDES Code of Conduct

Code of Conduct for the interactions within the TIDES Community of Contributors and Stakeholders. Posted at:

https://github.com/TIDES-transit/TIDES/blob/main/CODE_OF_CONDUCT.md

K. TIDES Issue Working Group

A group convened by the TIDES Manager to address a prioritized issue or set of interrelated issues.

L. TIDES Change Management Policy

How content of the TIDES Specification may be changed and released as an official TIDES version as documented at:

<https://github.com/TIDES-transit/TIDES/blob/main/docs/governance/policies/change-management.md>

M. TIDES Community

People who actively participate in the TIDES Project under the guidance of the TIDES Governance and Community Code of Conduct including the members of the TIDES Board, TIDES Contributors, TIDES Program Manager and members of the TIDES Manager who participate in the TIDES Project.

IV. TERM

This MOU shall be effective upon the date of the last party to sign and will remain in effect until March 15th, 2025 with the option to extend in one-year increments if mutually agreed to in writing by each party.

V. COMMUNICATION

All notices, requests, and other communications under this MOU shall be in writing, and shall be addressed to the respective parties at the appropriate mailing address, email address, or facsimile number as stipulated by the parties.

VI. MODIFICATION OR TERMINATION

This MOU may be modified by mutual written agreement of the parties. Additionally, either party may terminate this MOU by providing written notice to the other party of a minimum of 60 days.

VII. LIABILITY

Each party agrees to be responsible for its own acts, omissions, or negligence, and the results thereof, and shall not be responsible for the acts, omissions, or negligence of the other party, and the results thereof.

VIII. MISCELLANEOUS

This MOU represents the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by a written instrument signed by both parties.

9. INTEGRATION CLAUSE

This MOU and the TIDES Governance Policy and Change Management Policy documents are to be interpreted as integrated documents. In the event of a conflict between this MOU and the TIDES Governance Policy and Change Management Policy, the provisions of the TIDES Governance Policy and Change Management Policy will prevail.

10. SIGNATURES

This MOU shall be effective as of the date of final signature.

Signed,

John Levin
John Levin (Dec 18, 2023 16:35 CST)

John Levin
TIDES Board Coordinator

Date: 12/18/2023

Eric Plosky
Eric Plosky (Jan 3, 2024 12:49 EST)

Eric Plosky
Executive Director, MobilityData

Date: 01/03/2024












MOU_ TIDES + MobilityData – FOR SIGNING

Final Audit Report

2024-01-03

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-  Document created by Katrina Kaiser (s156429@dot.ca.gov)
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-  Document e-signed by Eric Plosky (eric@mobilitydata.org)
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