

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TEXAS MUSIC OFFICE WITHIN THE OFFICE OF THE GOVERNOR
AND THE**

FOR MAINTENANCE OF THE TEXAS MUSIC INDUSTRY DIRECTORY

This Memorandum of Understanding (“MOU”) for ongoing maintenance of the _____ dataset of the Texas Music Directory is entered into by and between the Texas Music Office within the Office of the Governor (“OOG”) and the _____ (“City”). The OOG and City shall be referred to collectively as the “Parties.”

I. PURPOSE

The purpose of the MOU is to document the responsibilities of the Parties for export and maintenance of the _____ dataset within the Texas Music Industry Directory (the “Directory”). The Directory consists of listings of recording studios, music venues, booking agents, producers, musicians, and other music businesses and is published on the State-owned and managed website, TexasMusicOffice.com. The Directory will be matched and updated from the correlating City-owned dataset of _____-area music businesses with the (____) and (____) area codes.

This MOU encourages mutual cooperation of the Parties to maintain the accuracy of the information within the _____ dataset to help the OOG meet its legislative mandate of promoting the development of the music industry in Texas by informing members of that industry and the public about the resources available in the state for music production. Additional information on the websites, dataset format, and the primary contacts assigned to maintain those datasets are described in this MOU. In addition, this MOU permits the City to use information exported from the Directory to create and maintain an _____ Music Industry dataset to promote the development of the _____ music industry.

The Parties, in consideration of the mutual covenants and agreements to be performed as set forth in this MOU, agree as follows:

II. TERM

Upon execution by the Parties, this MOU shall commence effective upon the signature of the last Party to sign this MOU, and shall remain in effect for a period of one year, unless extended by option of the Parties or terminated earlier pursuant to the terms of this MOU. This MOU may be extended by agreement of the Parties in any increment of months, for up to thirty-six (36) months.

III. SCOPE

The _____ dataset will be exchanged between the Parties twice a year. Both Parties shall have the ability to receive updated dataset information from the other Party. Maintenance includes the exporting, updating and monitoring of the _____ dataset of the Directory. The Parties will cooperate in good faith at all times to comply with all applicable laws. The Parties shall cooperate when developing priorities and

performing maintenance activities with respect to the _____ dataset, and will share information to create a more accurate Texas Music Industry Directory for the mutual benefit of both Parties.

The Parties shall identify primary contacts for all ongoing correspondence and communication related to this MOU. Requests for the twice-a-year export of the dataset and questions about information within the dataset will be managed by these contacts.

The Parties acknowledge that the directory is a priority and agree to dedicate staff time as necessary to perform the tasks required to ensure proper maintenance of the _____ dataset of the Directory.

IV. MANAGING PARTIES

CITY MUSIC DIVISION / CVB

Name
Title
Department
Address
City, STATE, Zip Code
Phone
[Email](#)

TEXAS MUSIC OFFICE WITHIN THE OFFICE OF THE GOVERNOR

Brendon Anthony
Department Director
Texas Music Office
1100 San Jacinto Boulevard
Austin, Texas 78701
(512) 284-1999
brendon.anthony@gov.texas.gov

V. OOG RESPONSIBILITIES

The OOG shall undertake the following activities during the term of the MOU term:

1. Export the current _____ Music Industry dataset twice annually during the months of January and July as an Excel spreadsheet or tab-delimited file. The dataset includes and is limited to: business name, business sort code (how the business is sorted alphabetically), business address, business phone number, contact name & contact job title, business email address, business website URL, genre businesses work within, business category, year business was established, and a business description. The OOG contact will then email an Excel spreadsheet and/or tab-delimited file of the export to the City so that the City may create an _____ Music Industry dataset to be published on the City's website, and so that the City may research the accuracy of the dataset.
2. Ensure that the City is kept aware of any website changes that may affect the _____ database.
3. Establish and maintain communication with businesses in the Texas Music Industry Directory to assist in the updating of the current listings as necessary.

VI. CITY RESPONSIBILITIES

The City shall undertake the following activities during the term of the MOU term:

1. Assist the OOG in maintaining the _____ Music Industry dataset, located at: <https://gov.texas.gov/apps/music/directory/results/All/region/> (INSERT CORRECT LINK)
2. Review and update where possible all exported entries within the _____ Music Industry dataset.

3. Update and export the _____ dataset twice annually during the months of January and July, to be sent to the OOG for update of the online Directory within 3 months of receiving the exported dataset from the OOG.
4. Promote public awareness of the _____ Music Industry dataset and encourage utilization by industry members.

VII. TEXAS PUBLIC INFORMATION ACT

The exchange of information by the Parties is not a release of information to the general public, but rather an intergovernmental transfer of records from one governmental body to another for an official purpose. Notwithstanding any provisions of this MOU, the Parties acknowledge that they are subject to the Texas Public Information Act, Texas Government Code Chapter 552, and (the “PIA”) and that this MOU and any information created or exchanged in connection with this MOU is subject to the PIA. The Parties agree to notify each other in writing within a reasonable time from receipt of a request for information covering the subject matter of this MOU. The OOG, in consultation with the City, will make a determination whether to submit a request for a ruling under the PIA to the Attorney General.

VIII. AMENDMENT

This MOU may be amended only upon written agreement signed by the Parties.

IX. TERMINATION

The Parties understand that participation in this MOU is voluntary and may be terminated by either Party by giving thirty (30) days’ written notice to the other Party of its intention to terminate. Within a reasonable time prior to the final termination of this MOU, the Parties will cooperate with each other to ensure that each Party receives the most current _____ Music Industry dataset.

X. COSTS

Each Party will bear its own costs in performing its obligations under this MOU.

SIGNATORIES. IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date stated above.

DEPARTMENT, CITY

**TEXAS MUSIC OFFICE,
OFFICE OF THE GOVERNOR**

NAME, DEPARTMENT DIRECTOR

CHIEF OF STAFF OR DESIGNEE
OFFICE OF THE GOVERNOR

DATE

DATE