

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding ("MOU") dated 1 October 2012 by and between the *Commission for Management and Application of Geoscience Information ("CGI")*, under the *umbrella of the International Union of Geological Sciences (IUGS)*, and the *Open Geospatial Consortium, Inc. ("OGC")*

Recitals:

WHEREAS, the OGC is a not-for-profit organization founded in 1994, and comprised of industry, government and academic members dedicated to advancing interoperability among IT systems that process geo-referenced information.

WHEREAS, the CGI is an international, not for profit organization and is a Commission of the International Union of Geological Sciences. Formed to promote development and knowledge exchange of the Earth sciences through the support of broad-based scientific studies relevant to the entire Earth system; to apply the results of these and other studies to preserving Earth's natural environment, using all natural resources wisely and improving the prosperity of nations and the quality of human life; and to strengthen public awareness of geology and advance geological education in the widest sense.

WHEREAS, the CGI and the OGC are addressing business processes and technical issues related to the advancement of geospatial content sharing, environmental modeling analysis and visualization, and the advancement and use of these technologies via the World Wide Web.

WHEREAS the CGI and the OGC desire to collaborate as partners in the development and conduct of outreach and education program activities to advance standards-based, interoperable modeling approaches to address the needs of each organization's membership.

WHEREAS the CGI and the OGC wish to recognize each other's unique capabilities and memberships in order to cooperatively promote new technology and content interoperability, achieve expanded membership growth and representation, and advance emerging interoperability capabilities.

WHEREAS the CGI and the OGC wish to be recognized in order to promote new technology interoperability, achieve expanded membership growth and representation, and advance emerging interoperability capabilities.

In consideration of the benefits anticipated from entering into this MOU, the CGI and the OGC ("Parties") agree as follows:

1. Work Program. Exhibit A describes the work or activities in which the Parties agree to engage (the "Program"). The Parties agree to work in good faith to carry out the Program until such time as it is completed or this MOU is earlier terminated, as provided in Section 5.

2. Representations and Warranties Each Party represents and warrants to the other that (i) it has due authority to enter into and perform this MOU, (ii) its performance of this MOU will not conflict with any other agreement to which it is a Party, and (iii) its performance of this MOU will not conflict with its intellectual property rights (“IPR”) policy, or with any other policy or obligation binding upon it that relates to IPR matters.

3. Liaison Each Party will appoint and maintain a representative to act as liaison with the other Party, and each Party may deal exclusively with the liaison appointed by the other Party if it so chooses, except as otherwise provided in Exhibit A. The initial liaisons are listed on Exhibit A.

4 IPR and Confidentiality Policies Unless otherwise specified in Exhibit A and/or Exhibit B, (a) each Party agrees that when it is engaging in any activity hosted by the other Party, the policies of the other Party regarding IPR and confidentiality of that Party will be binding upon it, (b) in the event that the Parties engage in any activities jointly to create any work product, that work product shall be jointly owned, without obligation of accounting one to the other, (c) each Party will treat all materials supplied to it by the other Party that have been designated in writing as being confidential, FOUO, or otherwise non-public, in a manner consistent with such designation and, (d) all existing IP rights of either Party contributing to Exhibit A and will remain with the introducing Party.

5. Term and Termination

(a) This MOU shall remain in force until terminated by either Party.

(b) This MOU may be terminated (i) at any time without cause by either Party giving not less than thirty days notice to the other Party of its desire to terminate, and (ii) on ten days notice without cure, in the case of the breach of a material term by the Party receiving notice, providing that the Party giving notice provides sufficient detail in such notice of the nature of the breach to permit cure (except that where the breach, by its nature, is not susceptible to cure, termination shall be effective upon the giving of notice).

(c) All rights and obligations under this MOU will cease on termination, except for those referred to in Sections 2, 4, 6, 7, 8 and 9, each of which shall survive indefinitely.

6. Notices All notices sent by a Party under this MOU shall be sent by email to the address of the other Party’s liaison, and shall be deemed to effective when sent. Each Party shall inform the other Party of a current email address for its liaison at all times.

7. Costs Each Party shall pay its own costs and expenses with respect to its activities under this MOU, and neither Party shall have the authority to act on behalf of or obligate the other Party (financially or otherwise) without such Party’s prior written consent.

8. Public Statements Neither Party will make any public statements regarding the purpose of this MOU or the activities to be performed under it without the approval and consent of the other Party.

9. **Miscellaneous** This MOU (a) shall be subject to the laws of the Commonwealth of Massachusetts, without giving effect to its rules regarding conflicts of laws; (b) may only be amended in writing by authorized representatives of each Party; (c) except as otherwise specified in Exhibit A and/or Exhibit B, supersedes any and all other understanding between the Parties, whether written or oral; and (d) may not be assigned by either Party without the written permission of the other Party, except to a successor to its business or mission, as appropriate.

In witness of the above, the Parties have caused this MOU to be executed by their duly authorized representatives.

OPEN GEOSPATIAL CONSORTIUM, INC.

**COMMISSION FOR MANAGEMENT
AND APPLICATION OF GEOSCIENCE
INFORMATION**



By: _____

Name: Mark E. Reichardt
Title: President and CEO



By: _____

Name: Francois Robida
Title: Chairperson

EXHIBIT A

The CGI and OGC agree to pursue the following items within available resources:

1. CGI and OGC will develop procedures to cooperatively share relevant standards documentation necessary for the accomplishment of objectives under this agreement. Document sharing will be limited to designated representatives of OGC and CGI, and will be consistent with the policies and procedures of each organization.
2. CGI and OGC will work to jointly advance international consensus standards of mutual interest. A first priority will be the facilitation of GeoSciML as an open international consensus standard under the OGC process framework.
3. CGI and OGC will pursue the development of use cases of critical scientific and technical interest to their respective memberships.
4. CGI and OGC shall work jointly to develop architectural frameworks, extensions, ontologies, and service and model standards relevant to geological information, and their interoperability with each other and with OGC services and data models.
5. CGI and OGC shall collaborate on the development and conduct of outreach activities to raise awareness within and beyond their respective communities.
6. CGI and OGC shall investigate requirements and opportunities, including joint applications for funding, for advancement of model interoperability through joint testbeds, experiments, and pilot activities.
7. The OGC will provide CGI with a Not for Profit Associate Membership in the OGC. In return, the CGI will provide OGC with a complimentary membership in CGI. CGI access to the OGC membership activities will be limited to CGI staff, and two CGI member delegates. OGC access to the CGI membership activities will be limited to OGC staff, and two OGC member delegates. Member delegate access will be limited to the delegates only and not to their employing organizations. Representatives from any organization holding memberships in both CGI and the OGC are encouraged to participate under the terms of this MOU.

EXHIBIT B

OGC will provide CGI with a Not for Profit Associate Membership in the OGC. Membership privileges will be limited to CGI staff and up to 2 designated member representatives of CGI. Membership privileges for designated CGI representatives listed below apply only to those individuals, and do not extend to others in their organizations.

Representation under this MOU will occur through the following mechanisms:

1. Organizations and / or individuals holding membership in both the OGC and CGI
2. Designated representatives listed below who have been identified as part of the no-cost membership exchange established as part of Exhibit A of this MOU.

The representatives designated below have been identified to serve as member representatives under the Not for Profit Associate Membership noted above. By signing below, each designated CGI member representative acknowledges that they have read and agree to abide by OGC policies and procedures, available at: <http://www.opengeospatial.org/ogc/policies>

This MOU will be in effect only when: 1) a fully executed OGC Application for Membership has been received from CGI staff, and 2) all designated CGI member representatives listed have signed where indicated below.

Designated CGI Representatives:

CGI Staff:

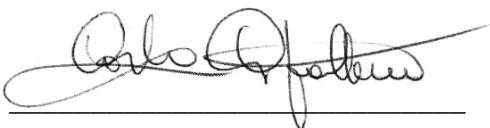


Francois Robida
Chairperson, CGI
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Robert Tomas
Treasurer, CGI
robert.tomas@jrc.ec.europa.eu

CGI Member Representatives:



Carlo Cipolloni
Geological Survey of Italy (ISPRA)
carlo.cipolloni@isprambiente.it



Oliver Raymond
Geoscience Australia
oliver.raymond@ga.gov.au

CGI will work with IUGS to arrange for OGC to have active membership in its activities. Membership privileges will be limited to OGC staff and up to 2 designated member representatives of OGC.

Membership privileges for designated OGC representatives listed below apply only to those individuals, and do not extend to others in their organizations.

Representation under this MOU will occur through the following mechanisms:

1. Organizations and / or individuals holding membership in both the OGC and CGI
2. Designated representatives listed below who have been identified as part of the no-cost membership exchange established as part of Exhibit A of this MOU.

The representatives designated below have been identified to serve as member representatives under the CGI membership as noted above. By signing below, each designated OGC member representative acknowledges that they have read and agree to abide by all applicable CGI policies and procedures.

Designated OGC Representatives

OGC Staff Representatives:

George Percivall
Chief Engineer, OGC
gpercivall@opengeospatial.org



Carl Reed
CTO OGC
creed@opengeospatial.org



OGC Member Representatives:
