

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (“MOU”) dated 31 January 2022 by and between the ***Open Source Geospatial Foundation (OSGeo) with its principal place of business at 9450 SW Gemini Dr, #42523, Beaverton, Oregon 97008 USA***, and the ***Open Geospatial Consortium, Inc. (“OGC”) with its principal place of business at 2300 Wilson Blvd, Suite 700 #1026, Arlington, Virginia 22201 USA***:

Recitals:

WHEREAS, the OGC is a not-for-profit international standards organization founded in 1994, and comprised of industry, government and academic members dedicated to making geospatial/location information Findable, Accessible, Interoperable, and Reusable (FAIR).

WHEREAS, the OSGeo is a not-for-profit organization founded in 2006 whose mission is to support and promote the collaborative development of open source geospatial technologies and data.

WHEREAS the OGC and OSGeo wish to make sure that open standards are made freely available to the global public; unencumbered by patents or other Intellectual Property claims that may diminish their usefulness.

WHEREAS the OGC and OSGeo wish to memorialize their understanding regarding certain joint activities in which they plan to engage.

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

1. **Work Programme.** Exhibit A describes the work or activities in which the Parties agree to engage (the “Programme”). The Parties agree to work in good faith to carry out the Programme until such time as it is completed or this MOU 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 in Exhibit B.
4. **IPR and Confidentiality Policies.** Unless otherwise specified in Exhibit A, (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 or accounting one to the other, and no license rights are granted by either Party to the other solely by reason of entering into this MOU, and (c) each Party will treat all materials supplied to it by the other Party that have been designated in writing as being confidential, FOUO (For Official Use Only), or otherwise non-public, in a manner consistent with such designation.

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 remedy, 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 remedy (except that where the breach, by its nature, is not susceptible to remedy, 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 be 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 to 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) may only be amended in writing by authorized representatives of each Party; (b) except as otherwise specified in Exhibit A, supersedes any and all other understanding between the Parties, whether written or oral; and (c) 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 Source Geospatial Foundation

By:



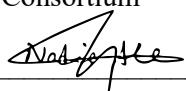
Name: Angelos Tzotsos

Title: President

Address: 9450 SW Gemini Dr., #42523
Beaverton, OR, 97008, USA

Open Geospatial Consortium

By:



Name: Nadine Alameh

Title: CEO

Address: 2300 Wilson Blvd, Suite 700 #1026,
Arlington, Virginia 22201 USA

EXHIBIT A

DESCRIPTION OF PROGRAMME

The OGC and OSGeo agree to address the following work objectives in accordance with provisions detailed in this MOU and based on the availability of resources.

Both parties are committed to findable, accessible, interoperable, and reusable (FAIR) data principles, and recognize that free and open source software benefits all communities.

1. The purpose of the relationship is to keep one another well informed of respective activities and directions, so that activities may be coordinated to maximize the achievement of our respective missions and goals
2. Both parties are committed to mutual planning and execution of joint code sprints in order to engage standards developers and software developers
3. To help stimulate dialogue on standards topics of mutual interest, the OGC will provide OSGeo with an Associate Membership in the OGC. OSGeo members using OGC memberships operate as representatives of OSGeo.
4. OSGeo will collaborate with OGC to identify open source technologies that can be used as Reference Implementations for and to validate compliance tests developed for OGC adopted standards. For those Reference Implementations developed by OSGeo members that: 1) pass OGC Compliance test procedures, and 2) are selected for use by OGC as a Reference Implementation (or are among the two additional tests used by OGC to validate the Compliance test for public use), OGC will waive the Trademark License fee associated with Compliance certification. This fee is typically paid by the developer on an annual basis. This waiver will remain in effect for that version of software.
5. OSGeo will collaborate with OGC to assess modernization of the Compliance Program software environment.
6. OGC and OSGeo will work closely to coordinate with OGC membership regarding new standards and standards changes that may be required as a result of open source programs.

EXHIBIT B

Liaisons/Representatives

Representation under this MOU will be through the following mechanisms:

1. Staff of OSGeo and the OGC
2. Organizations and / or individuals holding membership in both the OGC and OSGeo
3. Up to two OSGeo member representatives designated to represent OSGeo in the OGC process.

OGC Liaisons:

Name Athina Trakas

Title Director, Member Success and Development

e-mail atrakas@ogc.org

Name Joana Simoes

Title Developer Relations

e-mail jsimoes@ogc.org

The OSGeo Member liaisons designated below have been identified to serve as member representatives under the OGC Associate Membership assigned to OSGeo. By signing below, each designated OSGeo member liaison acknowledges that they have read and agree to abide by OGC Intellectual Property and general policies and procedures, available at: <http://www.opengeospatial.org/ogc/policies>. OSGeo's member liaisons also acknowledge that their access to activities and information within the OGC process is limited to supporting OSGeo business, and does not extend to their employer.

This MOU will be in effect for OSGeo member representatives only when designated OSGeo member representatives listed below have signed this document where indicated.

OSGeo Member Liaisons:

Name Tom Kralidis

Title Senior Geospatial Architect

Address 9450 SW Gemini Dr., #42523

Beaverton, OR, 97008, USA

Email tomkralidis@gmail.com

Telephone / Skype : tomkralidis



Signature

Name Dimitris Kotzinos

Title Professor

Address 2 av. Adolphe Chauvin, F-95302, Pontoise, France

phone: +33 13425 2855

Email: kotzino@gmail.com

Telephone / Skype: kotzino



Signature