

**International Society for Photogrammetry and Remote Sensing
(ISPRS)
African Association of Remote Sensing of the Environment
(AARSE)**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into as of 1st November 2010, between the African Association of Remote Sensing of the Environment (AARSE) with headquarters located at University of Johannesburg, Auckland Park 2006, P.O.Box 524, Johannesburg, Republic of South Africa and the International Society for Photogrammetry and Remote Sensing (ISPRS) with headquarters located at the National Geomatics Centre of China, 28 Lianhuachixi Road, Haidian District, Beijing 100830, PR CHINA

Recitals:

WHEREAS, the ISPRS is a non-governmental organization devoted to the development of international cooperation for the advancement of photogrammetry and remote sensing and their applications;

WHEREAS, the AARSE is a non-governmental organisation devoted to the development of international cooperation for the advancement of remote sensing and their applications in Africa;

WHEREAS the ISPRS and AARSE have similar aims and represent the interests of government, industry, academic, research and not for profit organizations, agencies, firms, and individuals from Africa.

WHEREAS the ISPRS and the AARSE wish to pursue collaborative activities that benefit their collective missions.

In consideration of the benefits anticipated from entering into this MOU, the Parties agree as follows:

1. **Work Programme.** The parties agree to exchange information through distribution of newsletters and other communications; to collaborate in activities such as the organisation of joint meetings and recruitment and from time to time through joint projects and joint working groups. The Parties agree to work in good faith to carry out the Programme 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** ISPRS will provide AARSE with Regional Member Status and AARSE will provide ISPRS with membership of AARSE as a Non Profit Organisation. Each Party will appoint and maintain a representative to act as liaison with the other Party. Officers of either party may attend council meetings of the other party at the invitation of the Presidents. The President of either party, or his representative may attend the major conferences of the other party free of a registration fee.

4 **IPR and Confidentiality Policies** Unless otherwise specified, (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, 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, 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 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** Each Party will make best effort to gain consent of the other Party regarding public statements related to the purpose of this MOU or the activities to be performed under this MOU.

9. **Miscellaneous** This MOU (a) shall be subject to the laws of the State of Maryland, without giving effect to its rules regarding conflicts of laws; (b) may only be amended in writing by authorized representatives of each Party; (c) 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.

AFRICAN ASSOCIATION OF REMOTE SENSING OF THE ENVIRONMENT

By:



Tsehaei Woldai
President

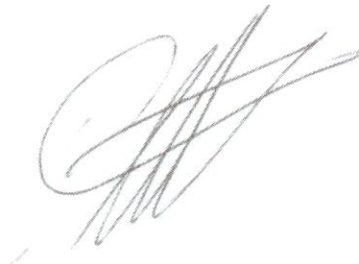
Date: 28-10-2010

INTERNATIONAL SOCIETY FOR PHOTOGRAMMETRY AND REMOTE SENSING

By:

Orhan Altan
President

Date: 13/10/2010



WITNESSED BY



IAN DOWMAN
FIRST VICE PRESIDENT
28/10/10