

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into as of 01 July 2020, between Open Geospatial Consortium Inc. ("OGC") with offices located at 35 Main Street, Suite 5, Wayland, MA USA 01778; and the International Society for Photogrammetry and Remote Sensing ("ISPRS") with headquarters located at Leibniz University Hannover - Institute of Photogrammetry and Geoinformation (IPI), Nienburger Str. 1, 30167 Hannover, GERMANY.

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 Open Geospatial Consortium (OGC) is an international consortium of businesses, government agencies, research organizations, and universities dedicated to make geospatial (location) information and services FAIR - Findable, Accessible, Interoperable, and Reusable.

WHEREAS the ISPRS and the OGC understand and promote interoperability through open standards to benefit photogrammetry and remote sensing activities, and promote compatible, standards-based Spatial Data Infrastructures (SDI) from the local to global level.

WHEREAS the ISPRS and the OGC represent the interests of government, industry, academic, research and not for profit organizations, agencies, firms, and individuals from around the world.

WHEREAS the ISPRS and the OGC 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 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, (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.

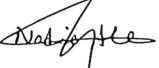
7. **Costs** Each Party shall pay its own costs and expenses with respect to its activities under this MOU, and neither Party shall have the authority to act on behalf of or obligate the other Party (financially or otherwise) without such Party's prior written consent.

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 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, 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.

By: 

Nadine Alameh, Ph.D.
CEO

INTERNATIONAL SOCIETY FOR
PHOTOGRAMMETRY AND REMOTE
SENSING

By: 

Christian Heipke
President



EXHIBIT A

I. DESCRIPTION OF PROGRAM

The following represent areas of agreement between the International Society for Photogrammetry and Remote Sensing and the Open Geospatial Consortium, Inc. for action based on available resources.

This Exhibit A is executed under the Memorandum of Understanding between the ISPRS and the Open Geospatial Consortium, Inc. signed and dated on 01 July 2020:

1. Both organizations will work cooperatively to develop and distribute outreach and communications material (journal articles, press releases, White Papers) to raise the awareness, acceptance, and implementation of open standards and related educational programs and best practices that benefit membership of ISPRS and OGC, and practitioners worldwide.
2. The ISPRS and the OGC will work to identify, plan and convene joint workshops, conference sessions, and symposium topics on topics of mutual interest. Collaborative topics include, but are not limited to programs such as the Global Earth Observing System of Systems (GEOSS) demonstrations and workshops, Sensor Network standardization events, multi-source data fusion and integration, and multi-spectral image processing.
3. The ISPRS and OGC will arrange for representative(s) to participate in relevant OGC and ISPRS initiatives, working groups and other committee activities related to photogrammetry, remote sensing and spatial information sciences.
4. OGC will support participation of ISPRS officers and members in related OGC domain working groups.

The ISPRS and the OGC will seek funding and in-kind resources to advance OGC and ISPRS projects such as the ISPRS Scientific Initiative, the ISPRS Educational and Outreach Initiative and the joint OGC-interoperability initiatives (e.g. OGC testbed, pilot, and experiments, as defined at <https://www.ogc.org/ogc/programs/ip>) in support of agreed upon objectives. Activities officiated under jointly acquired resources would address a range of mutual areas of interest in the ISPRS and the OGC's Innovation Program activities.

5. The ISPRS and the OGC will encourage cooperation between the members of the OGC Working Groups and ISPRS Commissions. Cooperative activities between ISPRS and OGC will be performed in accordance with accepted policies and procedures of each organization.
6. The OGC will provide an Associate level OGC membership to ISPRS to allow direct participation of up to three ISPRS Liaisons. ISPRS will provide OGC with a Sustaining Membership to allow direct participation of up to three OGC Liaisons. Membership is limited to these individuals only, and does not convey to others within their organizations or within the ISPRS membership.
7. ISPRS and OGC Liaisons will develop an activity plan within 90 days of the approval of this MOU, and will meet as necessary to maintain the plan.



II. Liaisons

The initial liaisons and their contact data is as follows:

OGC Liaisons:

George Percivall
CTO, Chief Engineer
gpercivall@ogc.org

Ingo Simonis
Director, Innovation Program & Science
isimonis@ogc.org

Scott Simmon
COO, Head of Standards Program
ssimmons@ogc.org

ISPRS Liaisons:

Songnian Li
ISPRS Treasurer
snli@ryerson.ca

Jiang Jie
Technical President ISPRS Commission III
jiangjie_263@263.net

Sisi Zlatanova
Technical President ISPRS Commission IV
s.zlatanova@unsw.edu.au

III. Other Exceptions (if any)

N/A

IV. Other Provisions

The parties recognize that their respective memberships include organizations that have active memberships and participation in both ISPRS and OGC. We recognize that these common members present an important opportunity and resource for accomplishing the objectives and activities identified in this MOU

