

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into as of June 13, 2018 between Open Geospatial Consortium Inc. (OGC) with offices located at 35 Main Street, Suite 5, Wayland, MA USA 01778; and the Simulation Standards Interoperability Organization, Inc. (SISO), with offices located at 3100 Technology Parkway, Orlando, Florida USA 32826.

### **Recitals:**

**WHEREAS**, the SISO is a not for profit consensus-based standards organization dedicated to promotion of modeling and simulation interoperability and reuse for the benefit of a broad range of M&S communities;

**WHEREAS**, the OGC is an international not-for-profit, consensus-based standards organization dedicated to developing and promoting the use of geospatial best practices, standards and interoperability worldwide;

**WHEREAS**, the SISO and the OGC understand and promote interoperability through open standards to benefit the community of practice represented by our respective Members;

**WHEREAS**, the SISO 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 SISO and the OGC wish to pursue collaborative activities that benefit their collective missions, including marketing and communications;

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 or representatives to act as liaison with the other Party, and each Party may deal exclusively with the liaisons appointed by the other Party if it so chooses, except as otherwise provided in Exhibit A. 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 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 (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 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 Florida, 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.

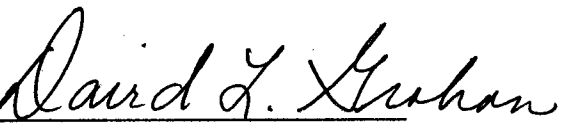
In witness of the above, the Parties have caused this MOU to be executed by their duly authorized representatives.

**OPEN GEOSPATIAL CONSORTIUM, INC.**

By:   
Mark E. Reichardt, President and CEO

**SIMULATION INTEROPERABILITY STANDARDS ORGANIZATION, INC.**

By:   
Michael J. O'Connor, Chairman, SISO Executive Committee

By:   
David L. Graham, President and CEO, SISO Inc.

## EXHIBIT A

### DESCRIPTION OF PROGRAM

*This Exhibit A is executed under the Memorandum of Understanding between the Simulation Interoperability Standards Organization (SISO) and the Open Geospatial Consortium (OGC), Inc. signed and dated on June 13, 2018: The following represent areas of agreement between the SISO and the OGC, for action based on available resources.*

1. The OGC agrees to provide up to 3 designated SISO staff and/or member representatives individual memberships in the OGC at no cost. In return, SISO agrees to provide up to 3 OGC staff and/or member representatives individual memberships in the SISO at no cost.
2. SISO and the OGC will encourage its membership to become involved in key working groups / activities of the other organization to coordinate on standards of common interest to the M&S community. Of particular initial interest for coordination are:
  - Establishing collaboration between the SISO groups, including:
    - i. Reuse and Interoperation of Environmental Data & Processes (RIEDP) Product Development Group,
    - ii. Environmental Data Representation Standards (EDRS) Product Support Group,
    - iii. the SAC Special Working Group (SAC SWG) for Enumerations for Simulation,and OGC working groups including:
    - iv. 3D Information Management Domain Working Group (3DIM DWG),
    - v. CDB Standards Working Group (CDB SWG).
    - vi. Interoperable Simulation and Gaming ad/hoc (proposed new Domain Working Group)
  - Developing and maintaining a joint roadmap of planned activities to advance 3D geospatial and M&S interoperability toward a goal of a global common model.
  - Identifying opportunities to conduct joint interoperability experiments, pilots and/or testbeds to develop, test, validate and demonstrate new or enhanced interoperability approaches of value to both organizations.
3. Both organizations will work cooperatively to promote each other's events and perform joint outreach to raise the awareness, acceptance, and implementation of open standards and related educational programs and best practices that benefit membership of the SISO and OGC, worldwide. For example:
  - Participation in SISO and OGC working groups, webinar sessions, conference and workshop events designed to share experiences between SISO members and OGC members, and to promote joint public outreach.

- Developing and maintaining a white paper or similar best practice document describing an open standards framework for Modeling and Simulation.

4. The SISO 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.

## **EXHIBIT B**

Each of the named individuals below are designated liaisons under the terms of this MOU. Liaisons may be changed only upon written organizational notice.

### **Liaisons**

The initial liaisons and their contact data as follows:

OGC Liaisons:

Scott Simmons,  
OGC Executive Director, Standards Program  
[ssimmons@opengeospatial.org](mailto:ssimmons@opengeospatial.org)

Lew Leinenweber,  
OGC Director Innovation Programs  
[lleinenweber@opengeospatial.org](mailto:lleinenweber@opengeospatial.org)

Daniel Maxwell  
OGC Member, KadSCI

SISO Liaisons:

Mark McCall,  
Executive Director, SISO

David Graham,  
SISO Board of Directors, currently SISO CEO and President

Grant Bailey, SISO Standards Activity Committee