

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into as of 1 July 2010, 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 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 OGC is an international not for profit consensus based standards organization established in 1994; dedicated to developing and promoting the use of geospatial best practices, standards and interoperability worldwide;

WHEREAS the ISPRS and the OGC understand and promote interoperability through open standards to benefit photogrammetric 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.

**INTERNATIONAL SOCIETY FOR
PHOTOGRAMMETRY AND
REMOTE SENSING**

By: 
Mark E. Reichardt
President and CEO

By: 
Orhan Altan
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 30 September 2009:

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 the OGC will seek funding and in-kind resources to advance joint OGC interoperability initiatives (e.g. OGC testbed, pilot, and experiments (as defined at <http://www.opengeospatial.org/ogc/programs/ip>) in support agreed upon objectives. Program activities officiated under jointly acquired resources would address a range of mutual areas of interest including but not limited to: imaging and non-imaging sensor network interoperability; multi-source access, fusion and integration; multi-spectral, hyperspectral imagery management and processing, modeling and analysis; data quality; and data preservation.
4. 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.
5. The OGC will provide and Associate level OGC membership to ISPRS to allow direct participation of the ISPRS Liaisons: First Vice President and Second Vice President, along with designated Chairs and Co-chairs of active ISPRS Working Groups, and the Chair and Co-Chair of the Ad Hoc Committee on Standards (see the listing at http://www.isprs.org/technical_commissions/Default.aspx). ISPRS will provide OGC with a Sustaining Membership to allow direct participation of the OGC Liaisons: OGC Technical Committee Chair / CTO, the OGC Chief Architect and designated Chairs and co-chairs of OGC Domain Working Groups (see the listing at <http://www.opengeospatial.org/projects/groups/>). Membership is limited to individuals named as part of this MOU; membership privileges do not convey to others within their organizations or within the ISPRS or OGC membership.
6. 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:

**OGC CTO, and
Executive Director OGC Specification Program**
CARL REED
2536 West Prospect
Ft. Collins, CO 80526-1237 USA
creed@opengeospatial.org
+1 970 402-0284

**OGC Chief Architect and
Executive Director OGC Interoperability Program**
GEORGE PERCIVALL
483B Carlisle Drive
Herndon, VA 20170 USA
gpercivall@opengeospatial.org
+1 301 560-6439

Chair, OGC Coverages Domain Working Group
PETER BAUMANN
Jacobs University Bremen
Campus Ring 1
28759 Bremen, Germany
p.baumann@jacobs-university.de
+49-421-200-3178

Chair, OGC Sensor Web Enablement Domain Working Group
MIKE BOTTTS
Botts Innovative Research, Inc.
Mike.botts@botts-inc.net
+1 256 652-0165

Chair, OGC Earth System Science Domain Working Group
PHILLIP DIBNER
Ecosystem Research
607 Paco Drive
Los Altos, CA 94024 USA
pcd@ecosystem.com
+1 650 948 3537

Chair, OGC Geometry Domain Working Group
JOHN HERRING
Oracle Corporation
One Oracle Drive
Nashua, NH 03062 USA
John.Herring@oracle.com
+1 (603) 897-3216

Chair, OGC Data Quality Domain Working Group

VICTOR MINOR

Blue Marble Geographics
397 Water Street, Suite 100
Gardiner, ME 04345 USA
victorm@bluemarblegeo.com
+1 207 582 6747

**Chair, OGC Architecture Domain Working Group, and
Chair, OGC Catalogue Domain Working Group**

DOUG NEBERT

US Federal Geographic Data Committee
590 National Center
Reston, VA 20192 USA
ddnebert@fgdc.gov
+1 703 648-4151

**Chair, Geography Markup Language Domain Working Group, and
Chair, Geography Markup Language 3.3 Standards Working Group**

CLEMENS PORTELE

Interactive Instruments Gesellschaft für Software-Entwicklung mbH
Trierer Str. 70-72, 53115 Bonn, Germany
portele@interactive-instruments.de
+49 228 9141073

Chair, 3D Information Management Domain Working Group

CARSTEN ROENSDORF

Ordnance Survey
Romsey Road
Southampton, SO16 4GU United Kingdom
Carsten.Roensdorf@ordnancesurvey.co.uk
+44 238 0305733

Chair, OGC Decision Support Domain Working Group

STAN TILLMAN

Intergraph Corporation
P.O. Box 6695
Huntsville, AL 35824 USA
stan.tillman@intergraph.com
+1 256 730 6349

Chair, OGC Oblique Imagery Domain Working Group

SHAYNE URBANOWSKI

Lockheed Martin
12999 Deer Creek Canyon Rd.
Mail Stop DC2525
Littleton, CO 80127 USA
shayne.r.urbanowski@lmco.com
+1 303 932 5002

ISPRS Liaisons

First Vice President:

IAN DOWMAN
Department of Civil, Environmental and Geomatic Engineering
University College London
Gower Street
London WC1E 6BT
United Kingdom
Tel: +44-20-7679-7226
Fax: +44-20-7380-0453
E-mail: idowman@cege.ucl.ac.uk

Second Vice President:

AMMATZIA PELED
University of Haifa
Dept. of Geography and Environmental Studies
Haifa, 31905
Israel
Tel: +972-48-240418, +972-48-343591
Fax: +972-48-249605, +972-48-343763
E-mail: peled@geo.haifa.ac.il
E-mail: peled@rjb-3d.com

Chair, ad hoc Committee on Standards

WOLFGANG KRESSE
Department of Landscape Architecture, Geoinformatics, Surveying, and Civil Engineering
and Surveying
Hochschule Neubrandenburg
University of Applied Sciences
Brodaer Strasse 2, D-17033 Neubrandenburg
Germany
Tel: +49 (395) 569 3355
Fax: +49 (395) 569 3399
E-mail: kresse@hs-nb.de

President Commission I - Image Data Acquisition - Sensors And Platforms

NASER EL-SHEIMY
Department of Geomatics Engineering
University of Calgary
2500 University Drive NW
Calgary, Alberta T2N 1N4
Canada
Tel: +1 403 220 7587
Fax: +1 403 284 1980
E-mail: elsheimy@ucalgary.ca

Vice President Commission I - Image Data Acquisition - Sensors And Platforms

MOHAMED M. R. MOSTAFA
Applanix-A Trimble Company
85 Leek Crescent Richmond Hill, Ontario L4B 3B3 Canada
Tel: +1 905 709 4600 x274
E-mail: mmostafa@applanix.com

President Commission II - Theory And Concepts Of Spatial Information Science

WENZHONG (JOHN) SHI

Department of Land Surveying and Geo-Informatics
The Hong Kong Polytechnic University
Hung Hom, Kowloon
Hong Kong, China
Tel: + 852-2766 5975
Fax: + 852-2330 2994
E-mail: lswzshi@polyu.edu.hk

President Commission IV – Geodatabases And Digital Mapping

MARGUERITE MADDEN

Center for Remote Sensing and Mapping Science (CRMS)

Department of Geography

University of Georgia

Athens, Georgia 30602-2305

USA

Tel: +1-706-542-2379

Fax: +1-706-542-2388

E-mail: mmadden@uga.edu

President Commission VII - Thematic Processing, Modelling And Analysis Of Remotely Sensed Data

WOLFGANG WAGNER

Institute of Photogrammetry and Remote Sensing (I.P.F.)

Vienna University of Technology (TU Wien)

Gusshausstrasse 27-29, 1040 Vienna

Austria

Tel:+43-(0)1-58801-12225

Fax:+43-(0)1-58801-12299

E-mail: commission7.isprs@ipf.tuwien.ac.at

Vice President Commission VII - Thematic Processing, Modelling And Analysis Of Remotely

JUHA HYYPPÄ

Remote Sensing and Photogrammetry

Finnish Geodetic Institute

Geodeetinrinne 2, P.O. Box 15 FI-02431 Masala

Finland

Tel: +358-9-29555306

E-mail: juha.hyyppa@fgi.fi

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.