

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding ("MOU") dated 1 November 2010 by and between the *The Open Standards Consortium for Real Estate (OSCRE International Ltd. or OSCRE)*, with its principal place of business at Churchill House, 12 Mosley St, Newcastle upon Tyne, NE1 1DE, UK and the *Open Geospatial Consortium, Inc. ("OGC")* with its principal place of business at 35 Main Street, Suite 5, Wayland, Massachusetts 01778 USA:

Recitals:

WHEREAS, the OGC is a not-for-profit organization founded in 1994, and comprised of industry, government and academic members dedicated to advancing interoperability among IT systems that process geo-referenced information.

WHEREAS, OSCRE is a non-profit company registered in England & Wales and limited by guarantee, comprised of industry, government and academic members sharing a common goal to advance interoperability among information systems that interchange real estate commerce and real property management business information. OSCRE seeks this goal by:

- * Fostering an open process to develop, promote, and maintain voluntary electronic commerce procedures and standards for both the real estate commerce and real property management industries, and
- * Enabling all parties to the processes of buying and selling real estate, owning and occupying real property, and managing real property assets to participate in the real property supply chain more efficiently, economically, and securely, using interoperable content and service standards derived from contextualized business requirements and, in support of the standards, maintaining a core-components library and data dictionary used in all OSCRE standards and consistent with related industry and international standards, and
- * Delivering education, and standards adoption assistance to the Industry.

WHEREAS, OSCRE and the OGC both support free and open access to their standards, which enables companies to begin integrating OSCRE and OpenGIS® standards into everyday business practices immediately.

WHEREAS, OSCRE and the OGC are addressing business processes and technical issues related to the advancement of geospatial content sharing, modeling and visualization, and the advancement and use of these technologies via the World Wide Web.

WHEREAS OSCRE and the OGC desire to collaborate as partners in the development and conduct of outreach and education program activities to advance standards-based, interoperable work flow and web-enabled geospatial content sharing for real estate commerce and real property occupancy and management transactions to address the needs of each organization's membership.

WHEREAS OSCRE and the OGC wish to recognize each other's unique capabilities and memberships in order to promote new technology and content interoperability, achieve expanded membership growth and representation, and advance emerging interoperable capabilities.

WHEREAS OSCRE and the OGC wish to be recognized in order to promote new technology interoperability, achieve expanded membership growth and representation, and advance emerging interoperable capabilities

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

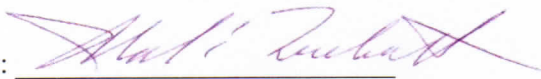
1. **Work Program.** Exhibit A describes the work or activities in which the Parties agree to engage (the “Program”). The Parties agree to work in good faith to carry out the Program until such time as it is completed or this MOU is earlier terminated, as provided in Section 5.
2. **Representations and 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 (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** 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 GEOSPATIAL CONSORTIUM, INC.

By: 
Name: Mark E. Reichardt
Title: President and CEO
Address: 35 Main Street, Suite 5
Wayland, MA 01778
USA

THE OPEN STANDARDS CONSORTIUM FOR REAL ESTATE

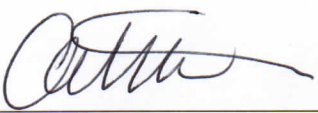
By: 
Name: Catherine Williams
Title Chief Executive
Address: Churchill House, 12 Mosley Street
Newcastle upon Tyne
NE1 1DE
UK

EXHIBIT A

I. DESCRIPTION OF PROGRAM

OSCRE and the OGC agree to address the following work objectives in accordance with provisions detailed in this MOU:

1. OGC will provide OSORE with a Not for Profit Associate Membership in the OGC. Membership privileges will be limited to OSORE staff and up to 2 designated members of OSORE. OSORE will provide OGC with an Associate membership in OSORE. Membership privileges will be limited to OGC staff and up to 2 designated members of the OGC. Representatives will be identified as part of section II below.
2. OSORE and the OGC will support the cooperative development of real estate commerce and real property operations and management transaction information services for real-time interoperability between associated business processes and workflows where geospatial information supports user requirements. The results of this cooperative effort will be submitted for adoption by OSORE, the OGC or jointly by both organizations as agreed upon by both organizations.
3. OSORE and the OGC will cooperatively develop and publish joint outreach materials designed to promote the mission and standards of both organizations, to include but not be limited to best practice papers, white papers, presentations at conferences, etc.
4. OSORE and the OGC will participate in relevant OSORE and the OGC initiatives, including working groups, OSORE Sponsored Projects, OGC Interoperability Program activities, or committee processes related to harmonization and alignments of the two organization's standards.
5. OSORE and the OGC will work jointly on standards and standards process support where appropriate and where there is mutual benefit of both organizations. Coordination will be conducted in accordance with the policies and procedures of each organization.

II. Liaisons

The individuals identified below are the designated liaisons for this MOU:

OGC Liaisons:

| | | |
|----------------|---|---|
| Name: | Dr. Raj Singh OGC Staff | Mr. Louis Hecht OGC Staff |
| Email / phone: | rsingh@opengeospatial.org +1 617 642-9372 | lhecht@opengeospatial.org +1 301 365-5907 |

OSORE Liaisons:

| | | |
|----------------|---|---|
| Name: | Catherine Williams OSORE Staff | Alan Edgar OSORE Staff |
| Email / phone: | Catherine.williams@oscre.org +44 7947 279780 | alan.edgar@oscre.org +1 765-215-8251 |

III. Other Exceptions (if any)

Organizations that hold membership in both the OSCRE and the OGC may participate in activities of this MOU under the provisions of their individual membership in either organization or this MOU; whichever is more appropriate.

IV. Other Provisions

N/A