

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INSTITUTION OF ENGINEERS AUSTRALIA
AND
INTERNATIONAL COUNCIL ON SYSTEMS ENGINEERING**

1 Parties

The Institution of Engineers Australia trading as Engineers Australia, ABN 63 020 415 510 Engineering House, 11 National Circuit, Barton, ACT, 2600, Australia.

The International Council On Systems Engineering, a limited liability company incorporated in California is also known as INCOSE, 7670 Opportunity Rd., Suite 220 San Diego, CA 92111-2222 USA.

INCOSE and Engineers Australia are hereinafter referred to as "the Parties" to this MOU.

2 Definitions

The Systems Engineering Society of Australia, is also known, and is hereinafter referred to as SESA. SESA is a Technical Society of Engineers Australia.

INCOSE and SESA are hereinafter collectively referred to as "the Organisations".

INCOSE 'membership dues' include a 'membership amount' and a 'chapter rebate'. The membership amount is retained by INCOSE. The chapter rebate is forwarded to the member's nominated chapter to be used for its activities. If the member does not nominate a chapter, the member is a 'member-at-large' and INCOSE retains the chapter rebate portion of that member's membership dues.

3 Purpose

This Memorandum of Understanding (MOU) defines the terms of an agreement between INCOSE and Engineers Australia that recognises and implements the affiliation between INCOSE and SESA, a Technical Society of Engineers Australia.

4 Background

INCOSE is a non-profit organisation, incorporated in California, USA, with members distributed globally. INCOSE members must comply with the INCOSE by-laws and Code of Ethics. INCOSE members within a region are organised as an unincorporated chapter. In Australia, the INCOSE chapter is identified as INCOSE Australia.

SESA as a Technical Society of Engineers Australia must comply with the Engineers Australia 'Technical Society Guidelines and Regulations'. All Office Bearers of SESA must comply with the Engineers Australia 'Office Bearers Code of Conduct' and all members of SESA must comply with the Engineers Australia Code of Ethics as a condition of their membership. The affairs of SESA must be conducted in accordance with the SESA Constitution as approved by Engineers Australia.

The SESA mission is to share, promote and advance the best of Systems Engineering for the benefit of Australian individuals, organisations and community. SESA believes its mission is best fulfilled through being a Technical Society of the Institution of Engineers Australia, with established affiliation arrangements with other national and international organisations.

The INCOSE mission is to share, promote and advance the best of systems engineering from across the globe for the benefit of humanity and the planet. Close ties have and continue to exist between the Organisations in pursuit of their closely aligned mission objectives.

INCOSE Australia was established so that Australian INCOSE members could receive full benefit of their membership in INCOSE, in particular, have the chapter rebate made available to them collectively. Previously Australian members of INCOSE were members-at-large in INCOSE and INCOSE retained the chapter rebate portion of their membership dues.

The Organisations agreed at the time INCOSE Australia was created that there should be only one representative Systems Engineering organisation in Australia. INCOSE Australia was, in an agreement documented as an MOU between SESA and INCOSE Australia, affiliated with SESA so that Australian INCOSE members are recognised as full members of SESA without further cost to the member. INCOSE membership dues (currently set at USD135) are paid annually by the member directly to INCOSE. The chapter portion of INCOSE Australia members' membership dues is paid quarterly by INCOSE to SESA for INCOSE Australia members joining or renewing in the previous quarter. INCOSE Australia maintains no bank accounts nor holds any assets; the chapter rebate paid by INCOSE becomes consolidated revenue held in the SESA bank accounts.

The Organisations now wish to progress their relationship so that SESA and INCOSE-Australia are merged in that INCOSE Australia membership is obtained solely as a benefit of being a SESA member and SESA, while continuing to be a Technical Society of Engineers Australia, is recognised by INCOSE as the Australian Chapter of INCOSE.

5 Date of Effect

This MOU takes effect on the date of signature by authorised delegates of both Parties, and continues until terminated by one or both of the Organisations.

6 Terms

6.1 Rights and Responsibilities

During the period of effect of this MOU, SESA is the official point of contact in Australia for all INCOSE matters, except for contact with or by any member of the INCOSE Board of Directors, Technical Operations, INCOSE Initiatives and Working Groups resident in Australia.

SESA will represent and promote the INCOSE mission in Australia. SESA individual members are members of INCOSE, and have the same rights and privileges as other INCOSE members. Each SESA/INCOSE member has the right to vote in all INCOSE elections.

SESA is afforded the same responsibilities and rights as a Chapter of INCOSE. Auditing of SESA by INCOSE is not part of the agreement made by virtue of this Memorandum of Understanding.

6.2 Memberships

The only means to join INCOSE in Australia is through SESA. SESA via Engineers Australia will establish and maintain a procedure to provide to INCOSE in a timely manner the necessary data, including the correct type and duration of membership, for individual members to be registered in the INCOSE member database.

INCOSE undertakes to redirect individuals residing in Australia, and willing to join INCOSE, to join through SESA. SESA (via Engineers Australia) is responsible for the administration and individual membership processing of SESA members.

SESA will make an annual payment to INCOSE as a consideration for each SESA member. The amount of INCOSE membership dues and the allocation of dues between membership amount and chapter rebate are determined by the INCOSE Board of Directors. While this MOU remains active, SESA will pay on an annual basis for each SESA financial member the INCOSE membership amount, appropriate to the member's grade of membership. SESA will pay foreign exchange fees and exchange rate variation. INCOSE membership grades, amount of membership dues, membership amount and chapter rebate are identified in Appendix 1 to this MOU.

INCOSE will notify SESA/Engineers Australia of Australian residents who join INCOSE directly including via INCOSE International Symposium registration and INCOSE will reconcile chapter payment with the annual invoicing of the SESA membership payment.

The membership fee paid by SESA/INCOSE members will be the Australian dollar amount set or confirmed by the SESA Management Committee annually in February for the following financial year.

6.3 Publications

6.3.1 INCOSE Publications

INCOSE will distribute directly to SESA members registered as INCOSE members both the INCOSE newsletter INSIGHT and the Journal of Systems Engineering in accordance with INCOSE membership rights and conditions.

6.3.2 Newsletters

SESA is responsible for the production and distribution in Australia of a local SESA Newsletter and/or eNews, ('newsletters'). INCOSE grants SESA a licence to reproduce in whole or in part publications for which INCOSE owns the copyright and to distribute these reproductions to SESA members and/or reprint these reproductions where appropriate in the SESA Newsletter. INCOSE will provide to SESA access to INCOSE electronic publications in readable form. INCOSE articles used by SESA will be acknowledged by SESA. SESA will provide its periodic newsletters in readable

electronic form to INCOSE, and grants INCOSE a reciprocal licence for the reproduction of relevant articles on the same terms.

6.3.3 Refereed Conference and Journal Papers, and Technical Reports

Members of the Organisations will have the same rights to mutually promote, access and use manuscripts, presentation materials and other provided materials from symposia, regional conferences, chapter meetings and other events sponsored by SESA or INCOSE.

The Organisations will ensure valid agreements are established with the authors on the Intellectual Property Rights (IPR) of their material, including the ownership rights and the rights of use. SESA and INCOSE sponsored authors will provide approval to use their materials for the Organisations present and future use or publication in any media. The INCOSE Author Intellectual Property Release for Manuscript and Presentation Materials (or SESA equivalent) will be used to identify authors' approvals, and electronic copies provided to the Central Office of the sponsoring society. The Organisations will provide reciprocal access to appropriate IPR releases for respective material.

6.4 Symposia and Events (local and international)

The Organisations will cross-promote their respective events. INCOSE individual members have the same rights and privileges as SESA members for access to SESA events and proceedings.

The Organisations acknowledge that the SESA annual conference is planned to occur during the first week free of public holidays following ANZAC Day (25th April of each year) and the INCOSE annual symposium planning dates range from mid-June to late-July of each year.

The Organisations will plan and manage conference and symposium activity schedules to minimise any adverse impact of the timing of the SESA Conference on attendance at the INCOSE Symposium and vice versa. The Organisations will assist in the development of a marketing schedule for distribution of advertisements, promotional materials for print and or electronic use, and logo and branding and will source complimentary advertising through industry newsletters and magazines. The Organisations will establish and maintain a close and effective working relationship concerning all aspects of their Conference programs.

6.5 Certification

SESA as a Technical Society of Engineers Australia will promote CPEng for engineers in general and as the Systems Engineering Society promote and support the INCOSE Systems Engineering Professional certifications (ASEP, CSEP, ESEP) for systems engineers.

7 Review and Amendment to MOU

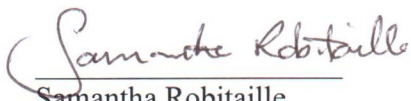
The Agreement will be ongoing, but the Organisations will jointly review its operation at intervals of not more than three years. Either Party may review and propose amendments to the Agreement at any time. Amendments will not be effective until signed by the authorised delegates of both Parties.

8 Termination


This MOU may be terminated either by mutual written consent of the Parties or by one of the Parties providing six months notice in writing to the other Party. The arrangements described in this MOU and any further arrangements agreed by the Parties during implementation and management of this MOU will continue during the notice period.

On and following termination, SESA members for whom SESA has paid the INCOSE membership amount will continue to be INCOSE members until the next anniversary of their INCOSE membership date, or date requiring membership renewal if later, at which time further INCOSE membership will be a private matter between INCOSE and the individual member. SESA membership will continue until the 30th June following termination, and then be subject to renewal via Engineers Australia. Subsequent status of Australian residents who chose to be INCOSE members with respect to SESA membership will be determined solely by the SESA Management Committee at an appropriate time. All funds will remain the property of SESA.

Signed:


Samantha Robitaille
President
International Council on Systems
Engineering

Date: 20th January 2012


John Anderson
Director Engineering Practice and CPD
Institute of Engineers Australia

Date: 17/11/11

APPENDIX 1 to
Memorandum of Understanding between
The Institution of Engineers Australia and International Council on Systems Engineering

INCOSE Individual Membership Classes and Dues

(as at 16 Nov 2011)

Regular:

Regular Membership dues are \$135USD, or 375USD for 3 years and 575USD for five years. Regular members receive complimentary access to INCOSE publications *Systems Engineering Journal* and *INSIGHT* and may purchase hard copies of *INSIGHT* and the Journal at a discount: *INSIGHT* = \$20USD and the Journal = \$45USD.

Senior:

Individual members qualify for the Senior category if they are at least 64 years of age at the time of their membership renewal and have maintained their individual membership for the five membership years prior to applying for the Senior category. Senior members also receive a 50% discount on their registration and other program fees for the International Symposium, and the registration fee for the International Workshop is waived.

Senior membership dues are \$75USD. Senior members receive complimentary access to *Systems Engineering Journal* and *INSIGHT* and may purchase hard copies of *INSIGHT* and the Journal at a discount: *INSIGHT* = \$20USD and the Journal = \$95USD.

Student:

Members qualify for a Student category if they are an undergraduate, masters or graduate student and if their course load is at least 3/4 of full time in an engineering or related field. Proof of student status must be submitted in order to comply with the student member eligibility. Student members also receive reduced rates for the registration and program fees for the International Symposium. Student members do not have voting privileges in INCOSE elections.

Student Membership dues are \$35USD and they receive complimentary access to INCOSE publications of the SE Journal and *INSIGHT* and may purchase hard copies of *INSIGHT* and the Journal at a discount: *INSIGHT* = \$20USD and the Journal = \$45USD.

Chapter Rebate:

The chapter rebate is USD30.