

ADM-TEMP-01 MEMORANDUM OF AGREEMENT
Between
[Chapter Name]
And
the International Council on Systems Engineering

THIS MEMORANDUM OF AGREEMENT ("MOA") is made this [Day] day of [Month], [Year], by and between [Chapter name and address] and the International Council on Systems Engineering (INCOSE), with offices at 7670 Opportunity Road, Suite 220, San Diego, CA 92111, henceforth known as the "Parties." It sets forth the relationship and obligations for [Chapter name] and INCOSE relating to mutual participation and *collaboration*.

1. PURPOSE:

This Memorandum of Agreement (MOA) defines the terms of a National Chapter Agreement between the International Council on Systems Engineering (INCOSE), and **CHAPTER NAME**. INCOSE and **CHAPTER NAME** are referred to as the "Parties" to this "MOA" (hereinafter referred to as "Agreement"). This agreement is intended to formalize the working relationship and arrangements.

2. RIGHTS AND RESPONSIBILITIES:

During the period of effect of this MOA, **CHAPTER NAME** is the only official point of contact in Country for all INCOSE matters related to third parties and member management, except for contact with or by any member of the INCOSE Board of Directors resident in Country or the Sector Director for the sector in which the **CHAPTER NAME** resides. **CHAPTER NAME** shall represent and promote the INCOSE vision and mission in Country. **CHAPTER NAME** individual members are also full individual members of INCOSE and have the same rights and privileges as other INCOSE individual members. Each individual **CHAPTER NAME**/INCOSE member* has the right to vote in all INCOSE elections. On **CHAPTER NAME** side, rights to vote are assigned according to Chapter explicit instructions. Auditing of **CHAPTER NAME** by INCOSE is excluded.

*Note: For this MOA, Individual member means a person paying the INCOSE Regular or Senior membership fee, as applies for the Chapter. Associate members and student members do not have voting rights and have a different set of member benefits, as defined in the Membership Benefits table on the INCOSE website.

3. MEMBERSHIP:

CHAPTER NAME shall maintain no fewer than twenty-five (25) members of INCOSE, in good standing, residing within the area defined in this MOA. Should a Chapter's membership size fall below this number, discussions will be held with the Sector Director to determine the way forward. **CHAPTER NAME** shall comply with the requirements of the INCOSE Countries of Concern chart. These criteria are applied by INCOSE Admin as part of the new Chapter formation



process. Chapter dues are defined in the INCOSE Membership Price List in accordance with the relevant policy. Refer to INCOSE Chapter Policy CHP-100 and Membership Policy MBR-100 for specific requirements for Chapter membership.

4. GOVERNANCE:

CHAPTER NAME shall comply with the governance requirements defined in INCOSE Chapter Policy CHP-100. This includes:

- Establishment, maintenance, and provision of copies of Bylaws (and policies as appropriate) that are consistent with INCOSE Bylaws and take into account local laws.
- Conducting elections and maintaining the Chapter's governing body per the Bylaws. (Note: The Chapter may use the INCOSE online election tool to support local Chapter elections)
- Conduct periodic meetings of the governing body of a minimum of four times per year, with agenda and minutes recorded.
- Submit a Chapter Report twice annually to the Sector Director.

5. INCOSE BRANDING:

CHAPTER NAME shall ensure proper use of INCOSE name and logotype per INCOSE Policy COM-101. Current branding guidelines for the logos can be found at:

<https://www.incose.org/brandguideline>. Any desired customization of the logo for Chapter, event, or other application must be approved by the Director for Marketing and Communication.

Aside of the use of the INCOSE logo, **CHAPTER NAME** may use a specially designed logo for branding purposes.

6. IDEMNITY

Each Party shall indemnify and hold harmless the other Party and its agents from and against any and all claims, demands, liabilities, settlements, damages, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of, or in any way connected with, any default, breach or negligent non-performance of this MOA or any negligent act or omission on the part of itself, its agents and employees arising out of this MOA.

The Parties have agreed that the indemnity cannot exceed the amount of the price of the annual payment by **CHAPTER NAME** to INCOSE.

7. APPLICABLE LAWS:

As INCOSE is incorporated in the state of California in the United States of America, this Agreement shall be subjected to, governed by and interpreted in accordance with the laws of the state of California, as well as other applicable US laws. **CHAPTER NAME** will not be held to account for non-compliance to California state or US law where to do so would oblige them to



violate the Country laws. Where there is conflict in the interpretation of the terms of this agreement based in California state of US laws versus the Country law, the conflicts need to be raised to the INCOSE Board of Directors for mutual resolution.

An addendum can be added to this Agreement for known and clarified legal discrepancies.

Arbitration for Disputes: Any dispute that may arise out of or in connection with the interpretation, performance, termination and/or validity of this Agreement that the Parties are unable to resolve amicably within a period of two (2) months from its occurrence shall be determined and settled by arbitration under the rules of arbitration of the International Chamber of Commerce (ICC) or another competent arbitral body whenever is possible.

The language to be used in the arbitral proceeding shall be English.

The arbitration decision shall be final and binding on the Parties.

-or-

The applicable laws provision is intentionally left silent.

8. DATA RIGHTS AND USAGE:

INCOSE and **CHAPTER NAME** members shall have the same rights to promote, access and use manuscripts, presentation materials and other provided materials from symposia, regional conferences, Chapter meetings, and other events sponsored by **CHAPTER NAME** or INCOSE.

Authors of such materials will always own the rights to such materials.

The INCOSE Author Intellectual Property Release for Manuscript and Presentation Materials (or **CHAPTER NAME** equivalent) will be used to identify authors' approvals, and electronic copies provided to the Central Office of the sponsoring society. Refer to INCOSE policy ADM-103, Intellectual Property, for intellectual property requirements.

INCOSE uses participation of members and non-members to develop products and to publish technical data that relate to all facets of systems engineering as prescribed in policy TEC-101. It is the intent of INCOSE to retain intellectual property rights granted to them by the owner to such products and technical information in the form of nonexclusive, unencumbered licenses that grant INCOSE the right to use such Intellectual Property in perpetuity and that reserve to the owner all intellectual property rights, such as copyright.

Technical products created by the **CHAPTER NAME** Chapter, when declared as publicly available, will be submitted to INCOSE for potential publication. Consistency of the publication will be studied by INCOSE on a case-by-case basis, considering the fact that the Products remain exclusive intellectual property of **CHAPTER NAME** and the authors. Refer to INCOSE policy PUB-104 Licensing Agreements for INCOSE IP for intellectual property rights for product development and publication.



All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the Party that owned such rights immediately prior the Effective Date. Neither Party shall gain according to this Agreement any rights of ownership copyrights, patents, trade secret, trademarks or any other intellectual property rights owned by another on media or product developed by a Party without the collaboration of the other Party or independently of this Agreement.

In case of translation of a **CHAPTER NAME** document by INCOSE members, the translator undertakes not to prevent **CHAPTER NAME** from exercising its copyright regarding to the translated document and undertakes to assign the rights that he may hold on the translated document by a separate written agreement.

9. GENERAL ADMINISTRATION, TERMS AND CONDITIONS

Member Administration and Financial Considerations: **CHAPTER NAME** shall maintain a Chapter bank account, with a minimum of two signatories from the Chapter's governing body. **CHAPTER NAME** shall maintain financial records and provide financial reporting consistent with the requirements in INCOSE Chapter Policy CHP-100.

CHAPTER NAME shall provide a complete list of its individual members to INCOSE every six (6) months. **CHAPTER NAME** is responsible for the administration and individual membership processing of **CHAPTER NAME** members. **CHAPTER NAME** shall make two payments to INCOSE as consideration for each **CHAPTER NAME** member. These payments will be made by **CHAPTER NAME** upon receipt of an invoice from INCOSE and will be based on the approved INCOSE LST-101 Membership Price List following the guidelines set forth in INCOSE Membership Policy MBR-100. (Note: Membership Price List is posted on the INCOSE website with the INCOSE Policies & Bylaws at: <https://www.incose.org/about-incose/policies-and-bylaws>).

If **CHAPTER NAME** chooses to use the INCOSE Membership Database for the **CHAPTER NAME** Member Join and Renewal process, INCOSE Central shall remit **CHAPTER NAME** Share to **CHAPTER NAME** bank account twice annually.

Amendment to the MOA: This MOA may be amended during the course of the period of effectivity, subject to the mutual agreement of both parties to the proposed amendments.

Terms of MOA: This MOA takes effect upon signature by both parties.

From the Effective Date, the MOA shall continue for three (3) years with the option to extend this agreement for up to two (2) years on a year-by-year basis at the same time.

During this period, the Parties shall set up and sustain technical, information, and financial exchanges as detailed in Section 4.4.

Termination: Termination by mutual consent.



This MOA may be terminated at any time by mutual consent of the Parties. INCOSE Chapter Policy CHP-100 also provides detailed information about the retirement, revocation, and dissolution of the Chapter.

Termination of this agreement only dissolves the legal connection between INCOSE and **CHAPTER NAME**.

Termination in case of breach: This Agreement may be terminated by either Party in the event of the other Party's breach in accordance to policy CHP-100.

Newsletters: INCOSE grants permission to **CHAPTER NAME** to reproduce articles of the INCOSE Newsletter in the **CHAPTER NAME** Newsletters. To enable this, INCOSE shall provide each periodical Newsletter in readable electronic form to **CHAPTER NAME** at the time of production. **CHAPTER NAME** is responsible for the production and distribution in **CHAPTER NAME** of a local Systems Engineering Newsletter. INCOSE articles used by **CHAPTER NAME** shall be acknowledged. **CHAPTER NAME** shall provide its periodic Newsletters in readable electronic form (in native language) to INCOSE at the time of production and grants reciprocal rights for the reproduction of relevant articles.

Each Party certifies that it holds all necessary rights in order to ensure the exercise of the rights assigned regarding to the reproduction of articles.

The Parties guarantee especially:

- They are the holders of all rights granted pursuant the Agreement.
- They will not commit any act or action likely to compromise or prevent the exercise of acquired rights under the Agreement.
- They will not implement or introduce in its contribution any reproduction or element likely to breach any third-party property rights and likely to conduce to infringement proceedings or unfair competition actions.

The termination of the Agreement for whatever reasons will not affect the rights still granted by a party to the other Party in execution of this Agreement and will continue to produce their effects independently of this Agreement.

Working Groups or Initiatives: INCOSE and **CHAPTER NAME** shall allow cross participation of their respective members in the Working Groups or Initiatives of both entities. INCOSE and **CHAPTER NAME** shall exchange information to one another.

Symposia and Events (local and international): INCOSE and **CHAPTER NAME** shall cross-promote their respective events. INCOSE individual members shall have the same rights and privileges as **CHAPTER NAME** members for access to **CHAPTER NAME** events and Proceedings. **CHAPTER NAME** shall monitor Country conference activity for compliance with the following "blackout" period in order to maximize attendance at the annual INCOSE international symposia:



- All **CHAPTER NAME** conferences must conclude at least six weeks prior to the first day of the symposium as determined by the scheduled date for the opening plenary session.
- All local conferences must begin at least six weeks after the date of the closing plenary session of the symposium. Conferences of duration of one day or less are excluded from this blackout period. Reference INCOSE Events Policy EVT-101.

Systems Engineering Professional Certification Program: **CHAPTER NAME** shall help promoting the INCOSE Systems Engineering Professional (SEP) Certification program, working with the Certification Program Manager and be the official point of contact in Country for SEP Certification Program Manager. This includes encouraging Chapter members to pursue obtaining certification and building support of the program from local corporate, government, and academic organizations. **CHAPTER NAME** shall recognize new and renewing SEPs through electronic communications or in-person events. **CHAPTER NAME** shall work with members to identify continuing education opportunities to make members successful at maintaining INCOSE Certification.

Force Majeure: Neither party shall be liable for any failure to comply with its obligations under this Agreement where such failure is caused by an “Act of God”, Force Majeure, or by a riot, civil commotion, strike, lockout, or other labor disturbance, or by fire, war, acts of foreign enemies, or perils beyond the control of the Party. The affected Party shall notify the other Party in writing of the said failure within thirty (30) days of the commencement of the event relied upon by the affected Party for its failure to comply with its obligations.

Referenced Documents: The referenced policies are available at <https://www.incose.org/about-incose/policies-and-bylaws>. Here is a list of those policies:

- ADM-103 Intellectual Property
- CHP-100 Chapters
- CHP-101 Additional Services for Chapter Affiliation Sponsors
- COM-101 Use of INCOSE Name and Logo
- EVT-101 Events
- LST-101 Membership Price List
- MBR-100 Membership
- PUB-104 Licensing Agreements for INCOSE IP
- TEC-101 Sale & Distribution of Technical Information



INCOSE Signed / Date:

INCOSE President

CHAPTER NAME Signed / Date:

CHAPTER NAME *President*

Sector Director

CHAPTER NAME *Treasurer*