



**IHB File N° S1/5070**

**CIRCULAR LETTER 37/2016  
05 August 2016**

**PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN  
THE INTERNATIONAL HYDROGRAPHIC ORGANIZATION AND  
THE OPEN GEOSPATIAL CONSORTIUM**

Reference:

- A. IHO Resolution 5/1957 as amended - *IHO relations with other organizations*.

Dear Hydrographer,

1. The Open Geospatial Consortium (OGC) is an international not for profit organization committed to making quality open standards for the global geospatial community. These standards are made through a consensus process and are freely available for anyone to use to improve sharing of the world's geospatial data.
2. The IHO has been successfully collaborating with the OGC in several of its subordinate bodies over a number of years, particularly in relation to ensuring that the standards being developed by the two organizations are complementary and not duplicating. Close coordination of activities and collaboration also enables each organization to take advantage of the experience and expertise available in each organization. In addition, and in collaboration with the International Organization for Standardization (ISO), IHO and OGC have prepared a series of guidance documents related to the use of geospatial standards that have now been adopted as reference documents by the United Nations Committee of Experts on Global Geospatial Information Management (UN-GGIM).
3. Noting the progressive increase in activities of common interest and in support of the aims of developing relations with other organizations whose activities are likely to be of interest, as described in Reference A, the Directing Committee identified the benefits of more formalised recognition of the cooperation between the IHO and the OGC. As a result, the Directing Committee and the Secretariat of the OGC agreed that developing a Memorandum of Understanding between both organizations would be of mutual interest.
4. A draft Memorandum of Understanding has now been developed and agreed by the Secretariats of both organizations. The proposed text of the Memorandum of Understanding is provided in Annex A (*in English only*). The format of the agreement is based on similar agreements enacted by the IHO and by the OGC with other inter-governmental and international partner organisations.
5. Subject to no adverse comments being received from IHO Member States and subject to the approval of the text of the agreement according to the procedures of the OGC, the President of the Directing Committee will sign the proposed agreement on behalf of the IHO.

6. Noting that the Secretariat of the OGC intends to submit the proposed Memorandum of Understanding to the OGC Council in September, Member States are kindly requested to review the proposed text at Annex A and to provide their comments, if any, to the IHB not later than **30 September 2016**.

On behalf of the Directing Committee  
Yours sincerely,



Robert WARD  
President

Annex A: Draft text of a Memorandum of Understanding between the IHO and the OGC (*in English only*)

**(DRAFT) MEMORANDUM OF UNDERSTANDING BETWEEN  
THE INTERNATIONAL HYDROGRAPHIC ORGANIZATION AND  
THE OPEN GEOSPATIAL CONSORTIUM**

Memorandum of Understanding ("MOU") dated [date to be inserted] by and between the *International Hydrographic Organization ("IHO")*, with its headquarters at *4b, quai Antoine 1er, 98011 MONACO Cedex, Principauté de MONACO*, 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 IHO is an intergovernmental consultative and technical organization that was established in 1921 to contribute to making navigation easier and safer throughout the world by improving nautical charts and documents, particularly through the setting of standards for the production of hydrographic data and the provision of hydrographic services, through the coordination of the hydrographic activities of all coastal and interested States, and through capacity building of national hydrographic services.

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

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

WHEREAS, the IHO and the OGC desire to collaborate on the development of their relevant standards and to avoid duplication of work on standards related to hydrography and nautical charting and related data, products and services.

WHEREAS, the IHO and the OGC wish to harmonize their respective work programs, achieve mutual benefit from sharing expertise of domain experts of the two organizations and welcome cross-project participation where appropriate.

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

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

**1. GENERAL**

1.1 The IHO and the OGC with the aim of effectively attaining the objectives set forth in their respective constituent instruments through collaborating on the development of their relevant standards related to hydrography and nautical charting, will act in close cooperation with each other and will consult each other regularly with regard to matters of common interest.

1.2 Both organizations agree to keep each other informed on current and planned activities in which there may be mutual interest.

**2. LIAISON**

2.1 IHO representatives may participate as non-voting observers in the relevant OGC groups. Notification of intended participation should be communicated between the Secretariats of the IHO and the OGC or the Chairs of the pertinent body. Chairs of the relevant bodies may restrict the

number of attendees depending on the nature of the venue and the facilities available for meetings.

2.2 OGC representatives may participate as non-voting observers in all the relevant bodies of the IHO. Notification of intended participation should be communicated between the Secretariats of the OGC and the IHO or the Chairs of the pertinent body. Chairs of the relevant bodies may restrict the number of attendees depending on the nature of the venue and the facilities available for meetings.

2.3 Reports on the work of the IHO will be given at each relevant OGC meeting; reciprocally, and conversely, reports on the work of OGC will be given at each relevant IHO meeting.

2.4 The principal points of contact between the IHO and the OGC shall be via the respective Secretariat as follows:

For the IHO:

Director, Technical Programme  
Organisation Hydrographique Internationale  
4b, quai Antoine 1er  
BP 445  
98011 Monaco CEDEX  
Principauté de Monaco  
*info@iho.int*

For the OGC:

Executive Director, Standards Program  
35 Main Street,  
Wayland, MA, 01778  
United States of America  
*info@opengeospatial.org*

### **3. REPRESENTATIONS AND WARRANTIES**

3.1 Each Party represents and warrants to the other that:

- a. it has due authority to enter into and perform this MOU,
- b. its performance of this MOU will not conflict with any other agreement to which it is a Party, and
- c. 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.

### **4. IPR AND CONFIDENTIALITY**

4.1 Unless otherwise specified as part of any specific joint activities,

- 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, “For Official Use Only”, or otherwise non-public, in a manner consistent with such designation.

### **5. TERM AND TERMINATION**

5.1 This MOU shall remain in force until terminated by either Party.

5.2 This MOU may be terminated:

- a. 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

- b. 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).

5.3 All rights and obligations under this MOU will cease on termination, except for those referred to in Section 4, each of which shall survive indefinitely.

**6. NOTICES**

6.1 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**

7.1 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**

8.1 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**

- 9.1 This MOU,
  - a. may only be amended in writing by authorized representatives of both Parties;
  - b. 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. It is further agreed that nothing in this MOU shall bind any of the Member States of IHO jointly or severally. Similarly, the MOU shall not bind any of the Members of OGC jointly or severally.

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

**OPEN GEOSPATIAL CONSORTIUM**

**INTERNATIONAL HYDROGRAPHIC ORGANIZATION**

Mark E. Reichardt  
President and CEO

Robert Ward  
President

*date in here*

*date in here*