



Memorandum of Understanding (MoU)

between

EuroGeographics

and

EUREF

within the Areas of

Geodetic Reference Systems

and

the wider use of

Geodetic Products for Geo-referencing of Geo-information

A: EuroGeographics, the Umbrella Organisation of European national cadastral, land registry and mapping agencies, with its headquarters in 6-8, Avenue Blaise Pascal, Cité Descartes, Champs-sur-Marne, Marne-La-Vallee, France, represented by its Executive Director, Nick Land. (http://www.eurogeographics.org/eng/00_home.asp)

B: EUREF, the Reference Frame Sub-commission for Europe of the International Association of Geodesy (IAG), with its Secretariat at the Deutsche Geodätische Kommission, Alfons-Goppel-Strasse 11, D-80 539 Muenchen, Germany), represented by its Chair João Agria Torres. (<http://www.euref.eu>)

referred also as “Participant” and “Participants”.

PREAMBLE

EuroGeographics is an association which connects the work of its members, the National Mapping and Cadastral Agencies (NMCAs), for the benefit of its members, partners, customers and the European Commission

- to develop European products and services for geo-information matters
- to promote collaboration and sharing of best practice between its members
- to act as the official and united voice of Europe's NMCAs, and
- to assist the European Commission with its programmes and directives.

EUREF as the IAG Reference Frame Sub-commission for Europe is responsible for the definition, realization and maintenance of the European Reference Systems and respective frames, to be used Europe-wide in all scientific and practical activities related to precise geo-referencing and navigation, Earth Sciences research and multidisciplinary applications. EUREF develops its activities in close cooperation with the IAG components: Services, Commissions, and Inter-commission Projects. EUREF works on a voluntary basis and coordinates the scientific and practical work of its European partners: NMCAs, universities and scientific organisations. EUREF covers the geodetic expertise in the field of geodetic reference systems and geo-referencing in Europe and develops and distributes its own geodetic products. The Terms of Reference of EUREF were approved by the EUREF Plenary 2005.

The Participants have a common understanding that Geodesy is a basic and integrated part of Geographic Information and Spatial Data Infrastructures. The Participants hereby state their intention to pursue policy making, scientific and technical co-operation related to Geodetic Reference Systems and the wider use of Geodetic products for geo-referencing geo-information.

The annual EUREF Symposia are the official plenary of EUREF. They will be developed as a common platform of EUREF and EuroGeographics for geodetic activities in the fields of Geodetic Reference Systems and referencing of Geographic Information.

The Memorandum of Understanding (MoU) is a more intensive continuation of the hitherto cooperation for common interests between both Participants detailed in Annex 1.

ARTICLE I. SCOPE AND OBJECTIVES

- 1.1 The overall general objective of this MoU is to establish the basis for the development of a close partnership between EUREF and EuroGeographics and to initiate actions to foster the achievement of the participants' respective objectives in the area of geodetic reference systems and the use of geodetic products for geo-referencing.
- 1.2 The MOU has the following specific objectives:
 - a. to agree the relationship between both Participants in the field of geodesy;
 - b. to agree specific actions in the area of geodesy needed for the effective and efficient development and implementation of the European Spatial Data Infrastructure¹ (INSPIRE), GMES, Galileo and other European initiatives;
 - c. to develop an action plan to improve the co-ordination and efficiency of co-operation efforts between both participants;
 - d. to monitor the progress of joint activities.

ARTICLE II. CO-OPERATIVE ACTIVITIES

- 2.1 The participants agree to develop a focused co-operation starting from joint activities in the following areas:
 - The European Spatial Data Infrastructure (INSPIRE)
 - Global Monitoring for Environment & Security (GMES)
 - Galileo and its applications related to geo-information
 - Joint communication and lobbying with the European Commission
 - Sharing of best practice within and between the participants' members

ARTICLE III. RESPONSABILITIES AND REVIEW OF ACTIVITIES

- 3.1 EUREF will be responsible for the realization of the geodetic pan-european reference systems. EuroGeographics will be responsible for identifying and collating its members' requirements for activities in the area of geodetic reference systems and the wider use of geodetic products for geo-referencing.
- 3.2 EuroGeographics
 - acts as legal representative of EUREF in specific matters to be defined case by case and when required by EUREF,
 - promotes EUREF products for official geo-information products of the European Commission as well as European projects and initiatives and
 - disseminate EUREF recommendations within its members.

¹ ESDI is defined in its widest sense to include specifications and standards; datasets; technical architecture and tools; legal and policy; organisation and users (customers).

- 3.3 The EUREF/EuroGeographics representatives will agree and maintain a joint annual list of activities and potential emerging work areas.
- 3.4 EUREF and EuroGeographics will monitor this agreement at least once per year through direct technical meetings.
- 3.5 Technical co-operation between EUREF and EuroGeographics will be handled, on an operational level, with regular contacts between the Chair of EUREF and the Executive Director of EuroGeographics. It is expected that these individuals would meet as necessary to achieve the objectives of this MOU.
- 3.6 There will be regular contacts, as required by specific activities, between EUREF TWG members and EuroGeographics staff as appropriate.
- 3.7 EUREF and EuroGeographics will invite each other to participate in working meetings as far as relevant for co-operation.

ARTICLE IV. SOURCE OF FUNDING

- 4.1 Co-operative activities under this MoU shall be subject to the availability of appropriate funds and to the applicable policies and programmes of each Participant, as well as according to the terms of the MoU.
- 4.3 EUREF has no budget and works on a voluntary basis of its partners.
- 4.3 EuroGeographics is funded by its members and, on a case by case and clearly defined basis, will make appropriate funding available to EUREF for activities required to fulfil the terms of this MoU.

ARTICLE V. INTELLECTUAL PROPERTY

It is not anticipated that intellectual property will be generated by activities undertaken pursuant to this MoU.

However, for the case that it turns out to be useful that intellectual property will be generated in the framework of the performance of an envisaged co-operative activity, the Participants will negotiate provisions for the allocation of intellectual property to be included in the relevant agreement.

ARTICLE VI. NATURE OF THE MoU

No item in this MoU should be deemed to create a partnership or agency between the Participants: The Participants shall take all necessary measures to ensure that their relations are not assimilated "de facto" to a legal entity.

Already existing roles of both Participants should not be influenced by this MoU. Conflicts with single articles of the MoU will be solved in mutual interest.

ARTICLE VII. DURATION AND TERMINATION

- 7.1 This MoU will be effective upon signature by both Participants and remain valid for four years. Its duration may be extended only by means of an amendment duly signed by both parties.
- 7.2 If necessary this agreement may be amended by mutual agreement on the basis of an exchange of letters. Such amendment will come into force on the date when signed by both parties. Any party may terminate this MoU at any time with a ninety - (90) day written notice to the other party.

ARTICLE VIII. LAW AND JURISDICTION

- 8.1 This MOU is governed by and shall be settled in accordance with the Law of France.
- 8.2 The Court of first Instance of the European Communities and, on appeal, the Court of Justice of the European Communities shall have exclusive jurisdiction and interpretation of this MoU.
- 8.3 The termination of this MoU shall not affect validity or duration of projects under this MoU, which have been initiated prior to any termination.

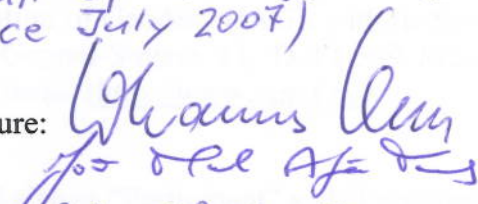
In acceptance of the articles above, the Parties through their respective representatives have hereby affixed their signatures on the date and place specified.

Signatures

For EUREF:

Johannes Ihde
Chair of IAG SC 1.3a (EUREF)
(since July 2007)

Signature:



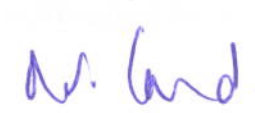
Date.

22.08.2007

For EuroGeographics:

Nick LAND,
Executive Director of EuroGeographics

Signature:



Date.

8/8/07

Annex 1

The field of common interests of the cooperation of EUREF and EuroGeographics is related to the following subjects:

- promote EUREF products especially concerning the adoption of the reference systems defined by EUREF (European Terrestrial Reference System and European Vertical Reference System) in the European countries and European-wide organizations involved in geo-referencing activities
- geo-referencing of geo-data and geo-information for the realization of a European Spatial Data Infrastructure (ESDI)
- densification of European geodetic networks
- determination of the relationships between national and European reference systems
- continental, regional and local positioning.
- recognize and select relevant geodetic issues and indicate actions in projects of EuroGeographics
- coordinate the cooperation between EG and EUREF in the field of geodesy
- develop activities in geodetic fields not yet covered by EUREF
- specify and adopt solutions of EUREF for applications in EG projects
- prepare and support the use of new geodetic technologies and products
- define products, prepare guidelines, standards and validation procedures
- advise project groups of EuroGeographics and ESDI groups in geodetic questions and tasks.
- GMES, Galileo, ISO
- Coordination of communication and lobbying activities to the European Commission and other relevant stakeholders