



Smart GEO Expo



OSGeo / Smart GEO Expo Secretariat

Memorandum of Understanding

Memorandum of Understanding (“MoU”) dated 3 November 2022 by and between The Open Source Geospatial Foundation (OSGeo) with its principal place of business at 9450 SW Gemini Dr, #42523, Beaverton, Oregon 97008 USA and The Smart GEO Expo Secretariat with its principal place of business at address: 703, Eonju-ro, Gangnam-gu, Seoul, Republic of Korea.

OSGeo and Smart GEO Expo Secretariat enter into this Memorandum of Understanding (“MoU”) to ensure that the annual GEO Expo event becomes a venue to promote mutual exchange and cooperation for the development of the geospatial technology industry.

Recitals:

WHEREAS, OSGeo is a not-for-profit organization founded in 2006 whose mission is to support and promote the collaborative development of open source geospatial technologies and data;

WHEREAS, Smart Geo Expo by the Korean Government, LX, LH, etc. is one of the largest events in Asia regarding the geospatial industry, aimed at expanding and developing the industry;

WHEREAS, Smart Geo Expo and OSGeo agreed to provide a framework defining joint activities in which both Parties plan to engage.

In consideration of the benefits anticipated from entering into this MoU, the Smart Geo Expo and OSGeo (“Parties”) agree the following:

Article 1. Purpose

The purpose of this MoU is to ensure OSGeo and Smart GEO Expo Secretariat closely cooperate with each other, sharing and disseminating their experience and knowledge in geospatial technology.

Article 2. Representations and Warranties.

Each Party represents and warrants to the other that (i) it has due authority to enter into and achieve the activities defined in this MoU, and (ii) the accomplishment of this MoU will not conflict with any other agreement of either Parties.

Article 3. Liaison.

Each Party will appoint and maintain a representative to act as liaison with the other Party, and each Party may communicate with the liaison appointed by the other Party if it so chooses. Appointed liaison names are found in Annex A.

Article 4. Cooperation

Both parties shall engage in activities of mutual cooperation:

- (1) Cooperation in mutual promotion, for example: disseminating in their respective communities using their communication channels the banner, logo barter, and newsletter;
- (2) Cooperation in inviting attendees to, and holding a variety of events, for example: academic lectures, seminars, and workshops;
- (3) Cooperation on the promotion of open source geospatial advanced technologies;
- (4) Cooperation on the promotion of community development in geospatial fields;
- (5) Other matters in cooperative development not covered on the previous points will be handled by the Parties.

Article 5. Terms 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 remedy, 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 remedy (except that where the breach, by its nature, is not susceptible to remedy, termination shall be effective upon the giving of notice).
- (c) All rights and obligations under this MoU will cease on termination.

Article 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 be effective when sent. Each Party shall inform the other Party of a current email address for its liaison at all times.

Article 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 to obligate the other Party (financially or otherwise) without such Party's prior written consent.

Article 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.

Article 9. Amendability

This MoU (a) may only be amended in writing by authorized representatives of each Party; (b) supersedes any and all other understanding between the Parties, whether written or oral; (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; and (d) Annex A, may be amended by agreement of at least one of the liaisons of both Parties, notifying the amendment to the Parties.

Article 10. Miscellaneous

This MoU has been signed in two copies, each kept by each Party.

[3] [NOV], 2022

Smart GEO Expo Secretariat
Secretary-General
Mee-Jeong Kim

OSGeo
Vice President
Celia Virginia Vergara Castillo

Annex A . Liaisons

Representation under this MoU will be through the following mechanisms:

1. Charter member of OSGeo and the Staff of Smart Geo Expo Secretariat
2. Organizations and / or individuals holding membership in both the Smart Geo Expo Secretariat and OSGeo.
3. Up to two liaisons designated by each Party.

Initial Liaisons

OSGeo Member Liaisons:

Name: Celia Virginia Vergara Castillo

Title: Vice President of OSGeo Foundation

Email: vicky.vergara@osgeo.org

Smart Geo Expo Secretariat Liaisons:

Name: Mee-Jeong Kim

Title: Head of Smart Geo Expo Secretariat

Email : sgeinfo1@gmail.com, sungwon77@lx.or.kr