

## MEMORANDUM OF UNDERSTANDING

*Between*

**buildingSMART International**

*and*

**NET-UBIEP**

This Memorandum of Understanding (MOU) is entered into this day <sup>20/10/2019</sup> ~~XX.XX.20XX~~ between buildingSMART International Ltd. (**bSI**), with its registered office at 9 Quay Court, Colliers Lane, Stow-cum-Quay, Cambridge CB25 9AU, UK, and NET-UBIEP, and its principal place of business located at Rome.

### RECITALS

- Whereas Both buildingSMART International (bSI) and NET-UBIEP are public interest oriented not-for-profit consensus-based standards development organisations with vision, mission and programs dedicated to advancing open interoperability;
- Whereas The organisational missions of bSI and of NET-UBIEP are complementary with respect to standards development, standards maintenance, standards harmonisation, and promoting the application of open standards globally;
- Whereas NET-UBIEP and bSI understand the critical benefits of promoting closer coordination and collaboration of their respective program activities to strengthen open standards-based interoperability throughout the building and infrastructure value chain and lifecycle, and the broader application of digital product information.

### UNDERSTANDING

In consideration of the benefits anticipated from entering into this MOU, the bSI and NET-UBIEP ("Parties") agree as follows:

1. **Work Program.** Exhibit A describes the work or activities in which the Parties agree to engage (the "Program"). The Parties agree to work in good faith to carry out the Program until such time as it is completed or this MOU is earlier terminated, as provided in Section 5.

2. **Representations and Warranties.** Each Party represents and warrants to the other that (i) it has due authority to enter into and perform this MOU, (ii) its performance of this MOU does not conflict with any other agreement to which it is a Party, and (iii) its performance of this MOU does not conflict with its intellectual property rights ("IPR") policy, or with any other policy or obligation binding upon it that relates to IPR matters.
3. **Liaison** Each Party will appoint and maintain a representative to act as liaison with the other Party, and each Party may deal exclusively with the liaison appointed by the other Party if it so chooses, except as otherwise provided in Exhibit A. The initial liaisons are listed on Exhibit A.
4. **IPR and Confidentiality Policies:** Unless otherwise specified in Exhibit A, (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, and (b) each Party will treat all materials supplied to it by the other Party that have been designated in writing as being confidential, or otherwise non-public, in a manner consistent with such designation.
5. **Term 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 a thirty day notice to the other Party of its desire to terminate, and (ii) on a ten day 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).
  - c. All rights and obligations under this MOU will cease on termination, except for those referred to in Sections 2, 4, 6, 7, 8 and 9, each of which shall survive indefinitely, or to the extent permitted by applicable law.
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 effective when sent, where a delivery receipt is requested. Each Party shall inform the other Party of a current email address for its liaison at all times.
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 obligate the other Party (financially or otherwise) without such Party's prior express written consent.
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 prior approval and written consent of the other Party.



## **EXHIBIT A. SCOPE OF BUILDINGSMART INTERNATIONAL / NET-UBIEP MOU**

bSI and NET-UBIEP will do the following, described in the joint collaboration statement below, as part of this MOU within their respective available resources and consistent with their respective organisational policies and procedures and business models:

### **Joint collaboration statement**

#### **Purpose and scope of the cooperation between bSI and NET-UBIEP.**

bSI and NET-UBIEP agree to form this cooperation in order to develop a new module for the buildingSMART International Individual Qualification program, in the area of Energy Performance. This work will be carried out principally by NET-UBIEP in coordination with the Professional Certification Steering Committee. The deliverables of this module include:

- i. Developing the necessary Learning Outcomes
- ii. Developing a Body of Knowledge
- iii. Developing a Question database

This work will be carried out in accordance with the Individual Qualification policy and processes, specifically with reference to:

- buildingSMART Individual Qualification Policy and Process Overview (Version 1.0 - April 2018)
- buildingSMART Individual Qualification Learning Outcome and Question Development Guide (Version 1.0 - April 2018)

Consistent with the policies and procedures of bSI, its chapters, and NET-UBIEP, each organisation will encourage sharing and review /comment of in-work standards documentation consistent with policies and procedures of each organisation. Designated members of bSI and its chapters will be provided access to information based on the procedures defined by the providing organisation.

Liaison buildingSMART Professional Certification:

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Liaison NET-UBIEP:

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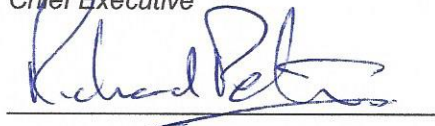
9. **Miscellaneous:** This MOU (a) may only be amended in writing by authorised representatives of each Party except as otherwise specified in Exhibit A, (b) supersedes any and all other understanding between the Parties, whether written or oral; and (c) may not be assigned by either Party without the written permission of the other Party, except to a successor to its business or mission, as appropriate.

10. **Law:** This MOU is governed by English Law.

### SIGNATORIES

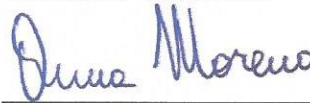
In witness of the above, bSI the Participants have caused this MOU to be executed by their duly authorised representatives and signed on behalf of:

**Richard Petrie**  
*Chief Executive*



buildingSMART International, Ltd.

**Anna Moreno**  
Net-UBIEP coordinator



Net-UBIEP project

**All the Net-UBIEP partners have agreed:** Gruppo CS, Via Europa Competence Centre, UVS Institute for Adult Education and Services, Fundación Laboral de la Construcción, Spanish National Research Council, Vsj "Skaitmeninė statyba", Vilnius Gediminas Technical University, University of Zagreb – Faculty of Civil Engineering, ISSO Dutch Knowledge Institute for the buildings and building sector, Balance and Result, Tallin University of Technology, ETET – Eesti Tihmitud Ehituse Tugirühm.