

Memorandum of Understanding

This document represents an agreement between

smeSpire

and

Spatial Industries Business Association Limited (SIBA)

Description of collaborating Parties

smeSpire

A European Community of SMEs built on Environmental Digital Content and Languages – is a Support Action funded under the FP7 (Seventh Framework Programme for Research and Technological Development of the European Union), by Directorate General for Communications Networks, Content & Technology (DG CONNECT) under the Grant Agreement n° 296307, represented for the purpose of this MoU by the coordinator of the consortium, Epsilon Italia srl, having its registered office at Via Pasquali 79, 87040 Mendicino (CS), Italy. smeSpire, started the 1st of May 2012 and terminating the 30th of April 2014, aims at supporting the European SMEs (Small Medium Enterprises) active in the geo-ICT sector to turn the challenges of the INSPIRE EC Directive implementations into business opportunities. One of the main smeSpire resources is the smeSpire Network, presently consisting of 290 European SMEs and 10 non-SMEs (Large Enterprises, Public Administrations, Universities and Research Centers), and continuously growing with new adhesions.

Spatial Industries Business Association (SIBA)

SIBA's purpose is to foster an opportunity rich environment for its members and to help them find ways to improve their businesses and enhance the value of their enterprise.

SIBA does this in three main streams of activities —

- Providing direct business supports
- Creating a better business environment
- Creating future demand

Doing collectively those business related things that are more expensive, more difficult or even impossible to do individually.

SIBA members are private sector business entities in the spatial industries throughout Australia and New Zealand.



This project
is funded by the European Union
under the grant n. 296307

Objective and scope

The scope of this MoU is to establish a framework collaboration agreement between smeSpire and SIBA aimed at exploring further collaboration scenarios between the two Parties as a whole, as well as between their present and future members, in order to the exploit joint business opportunities in the geospatial sector in general and in SDI implementations in particular.

Nature of the collaboration

The Parties will collaborate in the following ways:

- a. Identifying and pursuing any kind of supporting schema, of both a financial and non-financial nature, achieving the objective of this MoU, like, for instance, collaborative projects/initiatives co-funded by European and/or Australian/New Zealand Institutions.
- b. Identifying, pursuing and facilitating the organisation of events and other forms of information dissemination, enabling the exchange and sharing of knowledge and experience between the Parties and the organisations they represent.
- c. Facilitating and supporting further direct agreements between smeSpire Network members the SIBA members.
- d. Identifying, pursuing and facilitating further agreements achieving the objective of this MoU, with the possibility to involve also other organisations, like, for instance, the CRC-SI (Cooperative Research Centre for Spatial Information), the JRC (Joint Research Centre, the European Commission's in-house science service), the EEN (Enterprise Europe Network), etc.
- e. SIBA will encourage its members to collaborate with the smeSpire network, in order to access the main project resources, namely the Best Practice Catalogue, the smeSpire database and the Training Platform.
- f. Identify and document Best Practice for the mutual benefit of the Parties and the global geospatial community
- g. Share mutual experience and expertise acquired through engagement with industry domains (Utilities, Aviation, ITS, Health etc) in the respective regions in which the Parties are domiciled
- h. Facilitate international speaking engagements between the Parties and at those industry events both spatial and non-spatial in which the Parties participate both in the respective regions in which the Parties are domiciled and at locations outside the EU and Australia and New Zealand.
- i. Work to catalogue skills, knowledge and experience that can be used mutually by the Parties to increase the value of Proposals or engagements, where a particular skill knowledge or experience is not available within the SME community of the other Party.

Terms of the agreement

The agreement shall commence the same day of the last of the two signatures and will terminate on 30th April 2014, the contractual termination of the smeSpire project.

Amendments to this agreement will be negotiated and agreed in writing in consultation between the Parties.

Each Party may terminate this agreement at any time without penalty and for any reason by giving written notice to the other Party, such termination to be effective thirty (30) days after the date of such notice.

Organisation and management of the agreement

Each Party will appoint a physical person committed to deal with the organizational and management activities required to smoothly conduct this agreement, with the possibility to change them during the execution of the agreement itself.

The persons initially appointed by the Parties are:

- Giacomo Martirano, smeSpire coordinator, on behalf of smeSpire
- Kellee Ireland, General Manager on behalf of SIBA



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Financial arrangements

The Parties agree to use their own financial resources until any financial resource supporting the execution of this agreement is identified and put at disposal of one or both of the Parties.

Promotion and dissemination

The Parties agree to promote and disseminate this agreement via any appropriate communication means and to inform each other in writing about any promotional/dissemination initiative undertaken.

Communication

Communication between the Parties may be undertaken via e-mail.

Settlement of disputes

The Parties shall use their best endeavours to settle any dispute or claim arising out of or relating to this MoU or any supplemental agreements and their attachments thereto through amicable discussions. If not settled within sixty (60) days of the dispute or claim arising, each Party is entitled to submit the dispute, controversy or claim to the sole competent courts of Brussels.

On behalf of smeSpire
Giacomo Martirano (project coordinator)

On behalf of SIBA
Gary Nairn (SIBA Chairman)

Place MENDICINO (IT)

Place Canberra, Australia

Date 20/11/2013

Date 2 December 2013



