

The Institute for Systems Engineering (IfSE)

UKAB Memorandum of Understanding

This Memorandum of Understanding¹ (MOU) sets out the terms and conditions for Corporate Membership of the Institute for Systems Engineering Advisory Board. It acts as a proforma agreement between the Directors of the Institute for Systems Engineering (hereafter referred to as “IfSE”), and the authorised representatives of ABC Ltd.

1. ABC Ltd is committed to the purpose of promoting Systems Engineering in the UK for the benefit of UK industry and the shared aim of improving the quality and availability of skilled systems engineers.
2. IfSE recognises the commitment of ABC Ltd, and will highlight such recognition on the IfSE website, at IfSE events and in IfSE publications where appropriate.
3. ABC Ltd will nominate a Point Of Contact (POC):
 - Who is expected to be an IfSE Member.
 - Who will take ABC Ltd.’s seat on the Advisory Board of IfSE (“UKAB”);
 - Who will be the first point of contact for communications with IfSE;
 - Who will distribute IfSE material within their organisation; and
 - Who will ‘champion’ Systems Engineering within ABC Ltd.
4. The Advisory Board will:
 - Participate in twice-yearly joint sessions with the Council of IfSE;
 - Elect its own leader who will represent the UKAB on the Council of IfSE;
 - Set up UKAB Collaboration Groups, which cover topics relevant to your organisation; and
 - Recommend Working Group topics for IfSE Council attention, based on issues important to the collected Corporate Members.
5. ABC Ltd has free copying and distribution rights to all electronic IfSE/INCOSE UK publications that are provided to members for free provided that Copyright and

¹ This Memorandum of Understanding is a non-legally binding document which is not intended to have any legal force and is simply an expression of how the parties intend to co-operate.

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IP ownership remains vested in IfSE and/or INCOSE UK. This arrangement does not apply to Third Party products and publications.

6. The IfSE Council will facilitate meetings between ABC Ltd and other Corporate Members and Academic Representatives, with the aim of setting an agenda for common education and research in Systems Engineering in the UK.
7. ABC Ltd intends to provide the time and effort of their systems engineers in pursuit of UKAB Collaboration and IfSE Working Group goals set by the Advisory Board, wherever possible.²
8. ABC Ltd agrees to promote active participation of its systems engineers in IfSE events.
9. ABC Ltd agrees to pay an annual subscription fee, due on 1st of June each year. Pro rata fees shall apply for the first year of membership up to the following 31st of May. The fee will be set at the last IfSE Council meeting of the previous year and announced to IfSE UKAB members at the first meeting of the new year.
10. ABC Ltd shall be entitled to withdraw its membership of IfSE and its Advisory Board at any time by giving fifteen days written notice to IfSE, upon which IfSE shall cease to make reference to the involvement of ABC Ltd in the IfSE Advisory Board. No refunds of subscriptions will be made.
11. IfSE retains the right to remove a company from the UKAB subject to an IfSE Council vote.
12. ABC Ltd shall have no liability for any act, default or omission of IfSE.
13. Neither IfSE nor any other Corporate Member of IfSE shall enjoy any title to, or right of use, over any underlying intellectual property rights, confidential

² A figure of half a person-day per month is suggested, for each UKAB Collaboration Group and Working Group in which the Corporate Member registers an interest. This is without contractual commitment, but the success of systems engineering for 'UK plc' is dependent on the joint commitment of the Corporate Members.

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information or know-how of the Corporate Member by reason of the Corporate Member's provision of support or assistance to Collaboration and Working Group goals under clause 7.

14. The Parties shall undertake to perform their obligations under this Agreement in good faith and will cooperate with each other in good faith in all matters related to this Agreement.
15. By signing this MOU, ABC Ltd and its POC agree to abide by the Terms of Reference for IfSE UKAB and the IfSE UKAB roles and responsibilities.
16. A person/organisation who is not a party to this MOU has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this MOU.
17. This MOU takes effect on dd/mm/yyyy and continues for three (3) years. Six (6) months prior to the three (3) year end, discussions should begin relating to signing a new agreement. IfSE reserves the right to update the MOU outside of this cycle, if required.
18. Where the organisation changes name, a new MOU will need to be signed.
19. Where recourse is made to law, English law shall apply to this MOU.

Signed in the capacity of ABC Ltd & Dated:

ABC Ltd

President IfSE