



INCOSE UKAB Memorandum Of Understanding



Corporate Membership of ABC Ltd on INCOSE UK Advisory Board

This Memorandum of Understanding (See 1) sets out the terms and conditions for Corporate Membership of the INCOSE UK Advisory Board. It acts as a proforma agreement between the Officers of Council of the UK Chapter of the International Council on Systems Engineering (hereafter referred to as "INCOSE UK"), 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. INCOSE UK recognises the commitment of ABC LTD, and will highlight such recognition on the INCOSE UK website, in INCOSE UK publications and at INCOSE UK events.
3. ABC LTD being a Corporate Member is entitled to a seat on the Advisory Board of INCOSE UK ("UKAB").
4. The Advisory Board will:
 - Participate in twice-yearly strategy sessions with the Board of INCOSE UK
 - Determine Working Group topics for INCOSE UK attention, based on issues important to the collected Corporate Members
 - Set themes and sessions for INCOSE UK annual events
 - Elect its own leader who will represent the UKAB on the Board of INCOSE UK.
5. ABC LTD has free copying and distribution rights to all INCOSE UK Event Proceedings, and Working Group Products, including electronically, provided that Copyright ownership remains vested in INCOSE UK.
6. INCOSE UK 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 will nominate a Point of Contact (and a deputy) for communications with INCOSE UK, for distribution of INCOSE UK material, and to 'champion' Systems Engineering within ABC LTD.



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8. ABC LTD intends to provide the time and effort of their Systems Engineers¹ in pursuit of Working Group goals set by the Advisory Board, wherever possible.²
9. ABC LTD agrees to promote active participation of its Systems Engineers in INCOSE UK events.
10. ABC LTD agrees to pay subscription fees of £2500 per annum due on 1st June each year. Pro rata fees shall apply for the first year of Membership up to the following 31st May.
11. ABC LTD shall be entitled to withdraw its membership of INCOSE UK and its Advisory Board at any time on fifteen days written notice to INCOSE UK, upon which INCOSE UK shall cease to make reference to the involvement of ABC LTD in INCOSE UK.
12. ABC LTD shall have no liability for any act, default or omission of INCOSE UK.
13. Neither INCOSE UK nor any other corporate member of INCOSE UK shall enjoy any title to, or right of use, over any underlying intellectual property rights, confidential information or know-how of the Corporate Member by reason of the Corporate Member's provision of support or assistance to Working Group goals under article 8.
14. A person 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.
15. This MOU shall be governed by English law.

Signed & Dated:

ABC Ltd

President INCOSE UK Chapter

¹ A figure of half a man-day per month is suggested, for each 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.

² 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.