

MEMORANDUM OF UNDERSTANDING

Between buildingSMART International

and

GS1 AISBL

This Memorandum of Understanding (MOU) is entered into this 15th day of October 2018 between buildingSMART International (**bSI**), with its registered office at 9 Quay Court, Colliers Lane, Stow-cum-Quy, Cambridge CB25 9AU, UK, and GS1 AISBL, with its principal place of business located at Blue Tower, Avenue Louise 326, 1050 Brussels, Belgium (**GS1**)

RECITALS

Whereas Both buildingSMART International (bSI) and GS1 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 GS1 are complementary with respect to standards development, standards maintenance, standards harmonisation, and promoting the application of open standards globally;

Whereas GS1 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 GS1 ("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 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.

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.

In witness of the above, the Parties have caused this MOU to be executed by their duly authorised representatives.

Signed on behalf of

Richard Petrie

Richard Petrie (Sep 25, 2018)

Richard Petrie
Chief Executive
buildingSMART International

Miguel A. Lopera

Miguel A. Lopera (Sep 25, 2018)

Miguel A. Lopera
Chief Executive Officer
GS1 AISBL

Exhibit A. Scope of buildingSMART International / GS1 MOU

bSI and GS1 will do the following as part of this MOU within their respective available resources and consistent with their respective organisational policies and procedures and business models:

1. Develop a joint collaboration statement to define the purpose and scope of the cooperation between bSI and GS1 - drive out "why it is important for our two organisations to work together"
2. Work together to jointly develop a common initiative in respect of the buildingSmart Data Dictionary (**bSDD**) and the use of GS1 standards, in particular for product instance (serialised) identification, data capture and exchange of product master data. The joint initiative(s) shall be developed on following principles :
 - a. They shall provide business value to both GS1 and bSI
 - b. Both bSI and GS1 standards shall be used
 - c. They shall be replicable and create value to end-users, meaning third parties
 - d. Success criteria or KPI's shall be defined as part of the initiative(s)
3. Identify a prioritised set of additional cooperative activities based on the use cases and to be addressed under the scope of this MOU. The "Product search, trade and logistics with bSDD" project (initialised by GS1 Norway and buildingSmart Norway) has been identified as current project of common interest.
4. Establish a schedule for continued cooperation and communication between our organisations, including face to face meetings and virtual meetings to bring experts together to drive planning and cooperative activities forward. For the first year of this MOU, bSI and GS1 will jointly support the following meetings:
 - a. Quarterly (or more frequent, as needed and agreed) teleconference calls for joint coordination
 - b. Meet face to face at least twice yearly, leveraging regularly scheduled bSI and GS1 committee meetings.

This work will be led by and coordinated by the bSI Product Room Steering Committee for bSI and by the GS1 Construction Steering Committee (**GCSC**) for GS1.

5. To avoid duplication of effort and to promote harmonisation of bSI and GS1 standards work, jointly investigate potential areas of collaboration for standards development.
6. Support joint outreach and education where applicable and articulate and promote these areas of potential collaboration for consideration among our respective members.
7. Identify, prepare and disseminate outreach materials including journal articles, white papers and related reference documentation, to improve understanding, support and application of jointly addressed standards areas and projects and to encourage bSI and GS1 membership recruitment.

8. Jointly plan and conduct meetings, seminars, workshops and related conference events to promote the mission, programs and accomplishments of our organisations, with specific reference to the benefits achieved through activities accomplished through this agreement.

Consistent with the policies and procedures of bSI, its chapters, and GS1, 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.

Signature: *Richard Petrie*
Richard Petrie (Sep 25, 2018)

Email: richard.petrie@buildingsmart.org

Title: Chief Executive

Company: buildingSMART International Ltd.

Signature: *Miguel A. Lopera*
Miguel A. Lopera (Sep 25, 2018)

Email: miguel.lopera@gs1.org

Title: CEO

Company: GS1