

**The International Council On Systems Engineering (INCOSE)
The Associazione Italia di Systems Engineering (AISE)**

Memorandum of Understanding

1. Definitions and Parties

This Memorandum of Understanding (MOU) defines the terms of an Affiliation Agreement between the International Council On Systems Engineering (INCOSE), and the Associazione Italiana di Systems Engineering (AISE). INCOSE and AISE are referred to as the «Parties» to this MOU.

2. Duration

This MOU takes effect on November 1st, 2014, and continues until December 31st, 2019, unless terminated by mutual consent of the Parties before that date. During this period, the Parties shall set up and sustain efficient technical, information, and financial exchanges as detailed in Section 3.

3. Terms

3.1 Rights and Responsibilities

During the period of effect of this MOU, AISE is the official point of contact in Italy for all INCOSE matters, except for contact with or by any member of the INCOSE Board of Directors resident in Italy. AISE will represent and promote the INCOSE mission in Italy; the mission is as defined in INCOSE policy. AISE individual members are members of INCOSE, and have the same rights and privileges as other INCOSE members. Each *AISE/INCOSE* member has the right to vote in all INCOSE elections. AISE is afforded the same responsibilities and rights as a Chapter of INCOSE, subject to any provisions to the contrary in an Agreement between INCOSE and AISE. Auditing of AISE by INCOSE is excluded. The President of AISE, or his nominated representative, has the right to attend INCOSE Board of Directors meetings as a non-voting observer. The President of INCOSE, or his nominated representative, has the right to attend the AISE Board of Directors meetings as a non-voting observer.

3.2 Administration and Consideration

AISE will provide a list of its individual members to INCOSE. AISE is responsible for the administration and individual membership processing of AISE members. AISE will make an annual payment to INCOSE in consideration of each AISE member. This payment will be based on the current INCOSE annual membership dues.

TRANSITORY PROVISION: Until AISE will set up its membership administration process and system, individual membership processing will be performed by INCOSE with its standard procedure. During this period, which shall be terminated upon written communication from AISE, INCOSE will annually transfer the Chapter Share of Annual Dues to the AISE bank account (including the amount of the past years shares held by INCOSE on behalf of Chapter Italia).

3.3 Newsletters

INCOSE grants permission to AISE to reproduce articles of the INCOSE Newsletter in the AISE Newsletters. To enable this, INCOSE will provide each periodical Newsletter in readable electronic form to AISE at the time of production. AISE is responsible for the production and distribution in

Italy of a local Systems Engineering Newsletter. INCOSE articles used by AISE will be acknowledged. AISE will provide its periodic Newsletters in readable electronic form to INCOSE, and grants reciprocal rights for the reproduction of relevant articles.

3.4 Working Groups

INCOSE and AISE will allow cross participation of their respective members in the Working Groups of both associations. INCOSE and AISE shall pass on technical information to one another.

3.5 Symposia and Events (local and international)

INCOSE and AISE shall cross-promote their respective events. INCOSE individual members have the same rights and privileges as AISE members for access to AISE events and Proceedings. AISE shall monitor Italian conferences activity for compliance with the following "blackout" period in order to maximize annual INCOSE International Symposia:

- All local conferences must conclude at least four weeks prior to the first day of the International Symposium as determined by the scheduled date for the opening plenary session.
- All local conferences must begin at least four weeks after the date of the closing plenary session of the International Symposium.
- Conferences of duration of one day or less are excluded from this blackout period.

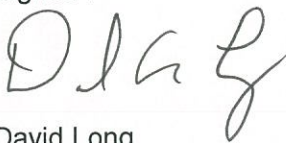
3.6 Data Rights and Usage

INCOSE and AISE members shall have the same rights to promote, access and use manuscripts, presentation materials and other provided materials from symposia, regional conferences, chapter meetings, and other events sponsored by AISE or INCOSE. Authors of such materials will always own the rights to such materials. AISE and INCOSE sponsored authors shall provide approval to use their event materials for each society's present and future working use or publication in any media. The INCOSE Author Intellectual Property Release for Manuscript and Presentation Materials (or AISE equivalent) will be used to identify authors' approvals, and electronic copies provided to the Central Office of the sponsoring society.

3.7 Amendment to MOU

This MOU may be amended during the course of the period of validity, subject to the mutual agreement of both parties to the proposed amendments.

Signed :



David Long
INCOSE President

Date: 28/10/2014

Signed



Jean-Claude Roussel
INCOSE Director, EMEA Sector

Date: 28/10/2014

Signed :



Lucio Tirone
INCOSE Italia President Elect
(on behalf of Chapter Italia)

Date: 28/10/2014