Memorandum of Understanding between the Association for Computing Machinery, IEEE Computer Society and SDL Forum Society

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is between the Association for Computing Machinery (ACM) Special Interest Group in Software Engineering (SIGSOFT), IEEE Computer Society (IEEE CS) and the SDL Forum Society, who manages the workshop known as Systems Analysis and Modeling Workshop (SAM), to be held in conjunction with **IEEE International Conference on Model-Driven Engineering Languages and Systems** (MODELS), subject to the following conditions:

I. Location and status

SAM will be collocated with MODELS and handled in the same way as the collocated workshops.

II. Reviews

SAM will independently:

- set up the program committee,
- publicize its call for papers,
- review the papers,
- publicize its call for participation,
- select the best paper,
- defines its program.

III. Proceedings

Workshop proceedings will be integrated in MODELS Companion proceedings.

IV. Registrations

Registrations to SAM will be handled as all workshops: attendees will be able to register for 3 days of workshops, which will grant them access to the workshops and SAM. This registration will also provide an access to the workshops reception on the Monday evening.

V.   Financial Sponsorship

As it would be difficult to track to which workshop the attendees are going, there will be no separate budget for SAM. Registration fees are set by Models. Any profit or loss will be for Models.

VI.   Ownership of Intellectual Property

The name of the workshop and all materials newly developed under this Agreement, including, but not limited to, all post-event products and all event by-products ("Jointly Developed Materials"), shall be owned by SDL Forum Society except to the extent that ownership of any specific material may be expressly governed by a separate written Agreement signed by ACM, IEEE CS and SDL Forum Society. The workshop by-products shall carry the names, logos, and addresses of the ACM SIGSOFT, IEEE CS and SDL Forum Society equally.

All advertising material including the web-site, advance programs, final programs, and calls for participation will feature the logos of the Sponsors equally. The graphics design in common use by each of the Sponsors shall be used in an equal fashion on material distributed in connection with the Workshop.

VII.   Administration

ACM SIGSOFT or IEEE CS will be the administrative co-sponsor for the SAM workshop only. The workshop will be treated as one of the MODELS accepted workshops in that all administrative duties including but not limited to the collection of registration fees, on site logistics and payment of expenses will be handled under the MODELS Conference Management agreement. Registration for SAM attendees will not be tracked separately. All expenses for the SAM workshop that are not provided to other MODELS workshops (including but not limited to marketing material, advertising, submission system, post event costs) are the sole financial responsibility of the SDL Forum Society.

The SDL Forum Society selected technical committee will maintain general workshop management associated with the technical program and paper selection. This workshop will be advertised appropriately as such on all MODELS Conference material as having an individual technical committee and submissions process which is not controlled by ACM SIGSOFT or IEEE CS. Members of respective societies will receive all offered member discounts to SAM and MODELS.

INSURANCE: Each Sponsoring Party represents and warrants that they maintain general liability insurance in an amount no less than $1 Million to cover potential liabilities that could arise from the Sponsoring Parties participation in the Conference.
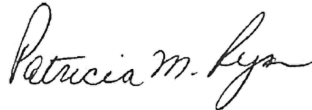
INDEMNIFICATION: Each Sponsoring Party shall indemnify and hold harmless the other Sponsoring Party from and against any and all claims, demands, liabilities, settlements, damages, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of, or in any way connected with, any default, breach or negligent non-performance of this MOU or any negligent act or omission on the part of itself, its agents and employees arising out of this MOU.

GOVERNING LAW: This MOU shall be governed, construed, applied and enforced in accordance with the laws of the State of New York without regard to conflict of law principles. Dispute Resolution: All disputes arising under this MOU or relating to IEEE's publication of the works shall be governed by New York law and heard by a court of competent jurisdiction in New York, New York. The Sponsoring Party consents to jurisdiction in New York, New York for that purpose.

VIII.   Dissolving the Relationship

This MOU is implicitly renewed every year. It can be terminated by either party at least 6 months before the next conference. Upon termination of this MOU, neither organization is liable to the other. Upon termination or non-renewal of this MOU, no Sponsoring Party may use, license, create derivative works, or exploit in any way the jointly owned works without the written consent of the other parties.

IN WITNESS WHEREOF, this MOU is executed by the parties hereto by their respective undersigned and authorized officers as of the date first written below.

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