

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (“MOU”) dated February 1, 2012 by and between the Web3D Consortium, Inc. (“Web3D”), with its principal place of business at 325 Sharon Park Drive, Suite 623, Menlo Park CA 94025 and the IMS Global Learning Consortium, Inc. (“IMS”) with its principal place of business at 801 International Parkway, 5th Floor, PMB #112, Lake Mary, FL 32746:

RECITALS:

WHEREAS, the IMS is a not-for-profit organization founded in 1999, and strives to enable the growth and impact of learning technology in higher education, K-12, and corporate education worldwide. IMS members are leading corporations, higher education institutions, school districts and government organizations worldwide that are enabling the future of education by collaborating on interoperability standards and major adoption projects for the digital support of education and learning.

WHEREAS, Web3D is a not-for-profit organization founded in 1998, originally as the VRML Consortium, and comprised of industry, government and academic members providing a forum for the creation of open standards for Extensible 3D(X3D) graphics specifications, and to accelerate the worldwide demand for products based on these standards through the sponsorship of market and user education programs.

WHEREAS, the Web3D and IMS are addressing business processes and technical issues related to the advancement of integrations of X3D applications in learning content, tools, and platforms via the World Wide Web; X3D (Extensible 3D) is a royalty-free open standard file format specification and run-time architecture to represent and communicate 3D scenes and objects using XML (Extensible Markup Language) over the Web.

WHEREAS the Web3D and IMS desire to collaborate as partners in the development and conduct of outreach and education program activities to advance standards-based, interoperable web-enabled learning content and tools sharing and visualization to address the needs of each organization’s membership.

WHEREAS the Web3D and IMS wish such technical cooperation to recognize each other’s unique capabilities and memberships in order to promote new technology interoperability, achieve expanded membership growth and representation, and advance emerging interoperable capabilities.

WHEREAS the Web3D and IMS wish to be recognized in order to promote new technology interoperability, achieve expanded membership growth and representation, and advance emerging interoperable capabilities.

In consideration of the benefits anticipated from entering into this MOU, the IMS and the Web3D (“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 will not conflict with any other agreement to which it is a Party, and (iii) its performance of this MOU will 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 B.

4. **IPR and Confidentiality Policies** Unless otherwise specified in the Exhibits, (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, (b) in the event that the Parties engage in any activities jointly to create any work product, that work product shall be jointly owned, without obligation of accounting one to the other, and (c) each Party will treat all materials supplied to it by the other Party that have been designated in writing as being confidential, FOUO, 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 thirty days notice to the other Party of its desire to terminate, and (ii) on ten days 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.

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 to effective when sent. 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 written consent.

8. Public Statements Each Party will make best effort to seek approval of the other Party for public statements it intends to make about this MOU.

9. Miscellaneous This MOU (a) may only be amended in writing by authorized representatives of each Party; (b) except as otherwise specified in Exhibit A, supersedes any and all other understanding between the Parties, whether written or oral; and (d) 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.

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

IMS Global Learning Consortium

By: 
Name: Dr. Robert Abel
Title: CEO
Address: 801 International Parkway, 5th Floor, PMB #112,
Lake Mary, FL 32746

WEB 3D CONSORTIUM

By: 
Name: Nicholas Polys
Title: President
Address: 325 Sharon Park Drive, Suite #623
Menlo Park, CA 94025 USA

Exhibit A

Work Objectives under this MOU

February 2012

The IMS and the Web3D Consortium will address the following items based on available resources:

- Develop and coordinate the production and dissemination by Partnership member organizations of appropriate joint outreach and marketing materials to raise awareness and interest in web-enabled visualization, modeling and simulation objectives, and to encourage membership and participation in the activities of the participating organizations. Outreach and marketing may include (but not be limited to) development of articles for submission to popular journals and other publications, etc.
- Develop and publicly publish exemplar hybrid content, which demonstrates the practical feasibility and effective value of using Web3D and IMS standards in concert.
- Encourage the emergence of an integrated Web-Enabled content, tools and platform of learning community by facilitating collaboration between the memberships of the Partnership member organizations.
- Coordinate work programs among Partnership member organizations to ensure that the talents and capabilities of each are employed to the best advantage of the Web3D and learning community.
- Encourage participation by representatives in each other's working groups with the intent of providing cross-organizational domain support to the various working groups.
- Keep IMS and Web3D working groups informed about on-going technical progress and standards development strategies, in order to maximize interoperability and comparability between technology sets.
 - IMS groups of mutual interest include, but are not limited to: AccessForAll Project Group, Learning Tools Interoperability Project Group, and Common Cartridge Project Group.
 - Web3D groups of mutual interest include, but are not limited to: the e-learning SIG, Computer-Aided Design (CAD) and X3D Working Groups.
- Explore and demonstrate best practices for integrating X3D Graphics models with e-learning content.
- Create demonstration examples showing how X3D model display, animation and user interaction can all augment the learning effectiveness of online textbooks.
- Show how X3D can serve as the common archival publishing format for a wide variety of diverse 3D graphics technologies.
- Document these lessons learned for repeatable use by partnered consortium members and the educational community.
- IMS will grant Web3D with a no cost annual "Affiliate" level membership in the IMS. Web3D will grant IMS a no-cost "Organizational" level membership in the Web3D. Each Party may designate up to three of its member representatives and one staff member to represent their organization as part of their membership with the other Party. Representatives must formally acknowledge and abide by the policies and procedures of each organization. Membership privileges will apply to designated representatives to address the objectives of this MOU, and will not extend to other individuals or organizations.


Exhibit B

**Membership and Delegates under this MOU
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Representation under this MOU will occur through the following mechanisms:

1. Organizations and / or individuals holding membership in both the IMS and the Web3D Consortium
2. Designated representatives identified as part of the no-cost membership exchange established as part of Exhibit A of this MOU.

The representatives designated below have been identified to serve as member representatives under the membership exchange identified in Exhibit A of this MOU. Each member representative designated under the no-cost membership exchange must review, acknowledge and abide by the policies and procedures for both IMS and Web3D.


IMS Policies and procedures: ~~<http://www.imsglobal.org/joinims.html>~~ 

Web3D Policies and procedures: <http://www.web3d.org/membership>

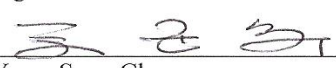
This membership exchange will not be activated until all representatives have signed below.

IMS Member Representatives and Staff Participating in the Web3D Organizational Membership:

Colin Smythe
IMS Global Learning Consortium
Chief Architect
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+44 114 2334009

Signed: 
Colin Smythe

Yong-Sang Cho
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Signed: 
Yong-Sang Cho

Paul Hollins
JISC/CETIS
Director
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Signed: 
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Signed: 
Sung-Ki Choi

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Web3D Member Representatives and Staff Participating in the IMS Associate Membership:

Anita H3. Discussion
avele
Web3D Consortium
Executive Director
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Signed:



Anita Havele

Don Brutzman
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Signed:



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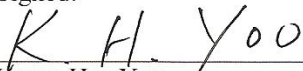
Signed:



Myeong Won Lee

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Signed:



Kwan-Hee Yoo