

## Memorandum of Understanding

The undersigned participant acknowledges and understands that membership in the Alliance entails acceptance of the vision, mission, principles, concepts, and objectives set forth by the Alliance in this and other documents produced by the Alliance.

The vision of the buildingSMART alliance is “A built environment where all participants can readily and transparently share, apply and maintain information about facilities and infrastructure”

The mission of the buildingSMART alliance is to “Improve all aspects of the facility and infrastructure lifecycle by promoting collaboration, technology and open standards”

The Alliance will raise the resources needed to conduct, coordinate, promote and sponsor research and development activities related to the dynamic information exchange in the building community, establish consortia arrangements, conduct forums and workshops, manage research and research-related projects, disseminate information, and review work performed by others. The Alliance may develop or support the development of and recommend standards, guidelines, and conformity assessment programs; stimulate innovation in the industry and reduce constraints upon technology flow in the building process; and promote increased understanding and communications between producers, voluntary standards organizations, users, government agencies and other sectors of the building community. The development of processes, products, and services shall be open and involve a wide and well-balanced cross section of the capital facilities industry as defined in the NIBS enabling legislation.

It is critical that the International Alliance for Interoperability (IAI) technical products and technical development continue unfettered while the Alliance, in parallel, creates the necessary business and cultural environment for the benefits of new information technologies to be fully realized. The plan is to build on the existing structure and success of the IAI.

### **Article 1: Participants in the Alliance agree to the following overarching principles:**

1. Not to constrict product development by any entity either a part of the Alliance or not.
2. Promote a holistic approach to improve construction productivity through improved interoperability of information throughout the facility and infrastructure lifecycle.
3. Build facilities virtually (electronically) prior to building them physically so that detailed analyses can be accomplished, problems worked out, and decisions made earlier and at lower cost.
4. Collect data at its point of creation and ensure that the data is entered only once during the lifecycle by the authoritative source.
5. Ensure that data entry and data maintenance are part of the business process.
6. Detailed information can be summarized, but summary information cannot be broken down into detailed information; therefore, collecting relevant detailed information is a fundamental principle.
7. Attaining industry wide open standards for interoperable information transfer which will be sustainable over the life of the facility or infrastructure.
8. Seeking standardization using the International Alliance for Interoperability products.
9. Support an integrated facility life cycle process.
10. Seeking collaborative design, construction, operations to create sustainable, energy efficient and environmentally responsible facilities and infrastructure.

**Article 2: Sharing Agreement** – In order to promote coordination participants shall provide and maintain information about their efforts to produce interoperability products and services in support of the Alliance principles. This does not apply to proprietary products and services but only to those efforts, products, and services, which are intended to be shared with other Alliance members.

**Article 3: Fundraising Agreement** – Non-government participants in the Alliance agree to take part in coordinated fundraising efforts for specific Alliance projects. This agreement is not intended to relinquish a participant's own fund raising responsibilities or capability. All participants are expected to provide "in-kind" contributions for agreed to and joint Alliance programs to the extent of their capability.

**Article 4: Marketing Agreement** - The Alliance participant agrees to take part in an effort focused on the goals and principles of the Alliance as described in the Business Plan. One of the biggest challenges of the Alliance will be to provide a common message relating to what buildingSMART is representing across the industry. buildingSMART is truly a culture changing effort of significant scope. In order to accomplish this goal a coordinated marketing effort is needed.

**Article 5: Labeling Agreement** – The Alliance participant agrees to take part in a coordinated labeling program. To use standardized buildingSMART alliance logos only for efforts related to the Alliance. To collectively protect the buildingSMART logo from use by parties not participating in the Alliance and to ensure that the buildingSMART alliance logo is representative of only the highest quality products and services.

Should an Alliance member fail to follow the articles of this agreement then the Board of Direction has the right to remove that member with a 2/3 majority of all members of the Board of Direction and withdraw all privileges that come with membership. Funds already provided will be returned on a prorated basis, and no lien on future or promised funds will exist. Participant withdrawal may be accomplished by written notice ten days prior to the date of withdrawal to the chairperson of the Board of Direction. The withdrawal notice should include the status of all products or services contributed to the Alliance following withdrawal date.

This Memorandum of Understanding is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Acknowledged by:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

National Institute of Building Sciences

