**Open Geospatial Consortium**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Standards Working Group (SWG) Observer Agreement

I understand that my agreeing to the following terms is a condition to being admitted as an "Observer" to this OGC Standards Activity (Standards Working Group - SWG), referred to below as the "Project":

1.  I understand that my rights are limited to viewing the documents and other material made available at the OGC portal for this Project, and access to the reflector and teleconferences set up for this Project. I further understand that Observers may make recommendations or comments to the Project participants in the Project reflector or teleconferences. I also understand that OGC SWG members have the authority to accept any comments or recommendations or they can postpone indefinitely any comments, recommendations or other discussions raised by Observers at any point after discussion and vote. In any case, the SWG shall communicate with the Observer the results of the discussions on any comment or recommendation.

2. I am aware that all Observers are bound by the same confidentiality terms as are the Participants in the Project, and that those terms, as conformed for this purpose, are as follows:

Each Observer shall treat as confidential all confidential information and trade secrets, including without limitation, information on any Project Participant’s respective organization, business, finances, personnel, services, systems, pricing structure, proprietary products and processes, transactions and/or business relations ("Confidential Information"), and shall make no use of such Confidential Information except for study purposes, and shall not disclose such Confidential Information to any third party. Notwithstanding the foregoing, no Observer shall have liability to any Project Participant with regard to its Confidential Information which: (i) was in the public domain at the time it was disclosed or enters the public domain without violation of this Agreement by the Observer; (ii) was known to the Observer, without restriction, at the time of the disclosure as shown by the files of the Observer in existence at the time of disclosure; (iii) was independently developed by the Observer without any use of the Confidential Information and by employees or other agents of (or contractors hired by) the Observer who have not been exposed to the Confidential Information; or (iv) becomes known to the Observer, without restriction, from a third party without breach of this click wrap agreement by the Observer and otherwise not in violation of the discloser’s rights.

3. I am aware that all Observers are bound by the OGC Intellectual Property Rights Policy <http://www.ogc.org/about/ipr>(the "IPR Policy") with respect to the Project to the same degree as are the Participants in the Project.

By signing below, I hereby confirm that I (a) have read and understood the terms above, (b) have read and understood the terms of the IPR Policy, and (c) I agree to be bound by the confidentiality terms recited above and the IPR Policy.

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Signed Dated

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Printed Name

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Organization