

**MEMORANDUM of UNDERSTANDING
BETWEEN
World Resources Simulation Center and _____**

1. PURPOSE

This agreement is between the World Resources Simulation Center hereafter referred to as “SimCenter” and _____, hereafter referred to as “Partner.”

The purpose of this Memorandum of Understanding (MOU) is to broadly define the expectations of each party and the services provided by each of the parties in the creation and operation of the SimCenter.

2. DEFINITIONS

The World Resources Simulation Center (SimCenter) is a visualization facility where you can literally “see” the critical trends of global and regional issues, the relationships between issues, and the consequences of different strategies. A large format, immersive visualization and simulation facility, the SimCenter will compile an inventory of world resources, analyze and assess historical and projected trends, and study best practices and solutions to current and anticipated problems. The SimCenter will provide global leaders from business, governments, education and NGOs a resource for cooperation and collaboration to make informed and sustainable choices for humanity as a whole in the shortest possible time. In our world of multiple crises, this kind of visualization tool is critical for thoughtful decision-making.

The SimCenter is currently a major initiative of the Global Energy Network Institute (GENI) a non-profit 501(c)(3) which focuses on the interconnection of electric power networks between nations and continents, with an emphasis on tapping abundant renewable energy resources.

A SimCenter **Partner** works in similar industries or in research related to SimCenter concerns and is committed to taking an active role in assisting both in creating the center and in supporting its ongoing operations. Usage of the term “Partner” does not constitute a legal partnership, and is used to represent a non-binding collaboration between the parties.

3. BACKGROUND

Global issues are expressions of complex, interconnected, geophysical, economic and social/cultural conditions, demanding that multiple issues be addressed simultaneously. Cutting edge visualization and simulation technologies, along with geographic information system (GIS) technology, mapping software and other technologies provide a much needed multi-dimensional view not previously available. Through collaborative design processes, users will give meaning to what they discover through the SimCenter, inspiring breakthrough solutions to global and local problems.

4. SCOPE

The objective of this Memorandum of Understanding is to provide a framework for the collaboration between the SimCenter and Partner to facilitate the creation and operation of the SimCenter.

In accordance with the background, scope and purpose, as described above, both parties agree to endeavor to establish and promote their cooperation for mutual benefit. The proposed scope includes, but is not limited, to the following:

- A. Usage and display of Partner’s name and affiliation on the SimCenter Web site and other promotional materials highlighting the collaboration and its scope.

- B. Leadership in creation of the SimCenter via:
 - a. Personal referrals to other potential SimCenter partners and investors
 - b. Strategic services in the form of advisory and consultation in Partner’s areas of expertise

C. Other: _____

5. FINANCIAL COMMITMENT

It is understood that neither party can commit the other to any expenditure without the specific written agreement of both parties. This MOU carries no offer of compensation or obligation of services for the Partner.

6. EFFECTIVE DATE

This MOU will become effective upon signature by Peter Meisen, SimCenter and by Partner and shall remain in effect until termination by either party. Either party may terminate this MOU at any time with written notice to the other party.

7. HOLD HARMLESS CLAUSE

Each party agrees to indemnify, hold harmless, save and protect the other from and against any and all claims, demands, actions, suits, liabilities, losses, damages, costs and judgments, which might arise out of or are occasioned by either party's acts or omissions.

8. SIGNATURE AUTHORIZATIONS

If the terms and conditions specified in the MOU are acceptable, please print and sign below, keeping a duplicate for your records, and return via: mail, fax, or scan and email to contact below.

Partner Name _____

SimCenter

Signature

Signature

Authorized Signatory Name

Peter Meisen, SimCenter

Authorized Signatory Name

Date

Date

Thank you and we look forward to your partnership and leadership in the formation of the SimCenter.

World Resources Simulation Center

A project of GENI

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