

**MEMORANDUM OF AGREEMENT BETWEEN  
THE AMERICAN NATIONAL STANDARDS INSTITUTE AND  
Electronic Commerce Code Management Association**

This memorandum of agreement ("the Agreement"), dated February 1, 2018, is between the American National Standards Institute ("ANSI"), a not-for-profit corporation organized under New York law, and Electronic Commerce Code Management Association ("ECCMA"), and covers the delegation of responsibility for the administration of the U.S. Technical Advisory Group (U.S. TAG) functions in connection with ISO/TC 184 - *Industrial automation systems and integration*.

WHEREAS, the purpose of this agreement is to define the rights and duties of the two parties to the agreement, ANSI and ECCMA concerning the U.S. TAG;

WHEREAS, ANSI agrees to delegate responsibility for the administration, funding and operation of this U.S. TAG to ECCMA provided however that ECCMA agrees that this delegation is subject to reasonable policy changes ANSI may from time to time hereafter adopt concerning delegation of U.S. TAGs and the responsibilities associated with such delegations; and

WHEREAS, ECCMA wishes to accept the responsibility for the U.S. TAG administration duties and responsibilities in accordance with this Agreement and all applicable rules and procedures.

NOW THEREFORE, ANSI and ECCMA agree as follows:

1. **Representation:** ECCMA represents and warrants that it is an incorporated, registered or otherwise recognized legal entity, accepts all legal and financial responsibility for the administration of the ISO or ISO/IEC JTC-1 TAG(s) it serves and maintains adequate resources, including insurance, to cover any expenses or liabilities that may arise from this role.
2. **Delegation:** ANSI agrees to delegate responsibility for the administration, funding and operation of this U.S. TAG to ECCMA provided however that ECCMA understands that this delegation is subject to whatever policy changes ANSI may hereafter adopt concerning delegation of U.S. TAGs and the responsibilities associated with such delegations.
3. **Obligations of ECCMA:**
  - A. ECCMA shall be responsible for the operation of the U.S. TAG in accordance with the current edition of the "ANSI Procedures for U.S. Participation in the International Standards Activities of ISO," ([www.ansi.org/internationalprocedures](http://www.ansi.org/internationalprocedures)) as such document may be revised from time to time. Administration, coordination, planning, reporting and all other required work in connection with these responsibilities shall be handled by ECCMA as outlined in *Annex A Model Operating Procedures for U.S. TAGs to ANSI for ISO*

*Activities of the current edition of the "ANSI Procedures for U.S. Participation in the International Standards Activities of ISO" or in accordance with the TAG's unique accredited procedures and Annex B Criteria for the Development and Coordination of U.S. Positions in the International Standardization Activities of the ISO and IEC.*

- B. ECCMA shall be responsible to assign the role of TAG Secretary to an individual who will be managed by ECCMA.
  - C. Any person(s) serving as the TAG Secretary:
    - a. shall be a U.S. citizen (or seeking U.S. citizenship) residing in the U.S. or a U.S. citizen (or seeking U.S. citizenship), living or working abroad, or otherwise legally authorized to work in the U.S. (which would also include lawful permanent residents and individuals in the U.S. on temporary work visas).
    - b. shall complete the ANSI online self-led training as follows:
      - i. within twelve (12) months of assignment (or before the first U.S. TAG meeting if sooner), complete all modules the U.S. TAG operations course; AND
      - ii. complete ANSI's "ISO Directives Updates" course annually thereafter.
  - D. For the person serving in the position of U.S. TAG Chair, ECCMA shall recommend that the individual complete the ANSI leadership training course.
  - E. All formal transmittals to ANSI necessary to fulfill the TAG's obligations and demonstrate compliance with ANSI's and ISO's procedures, shall be executed by the U.S. TAG Administrator.
  - F. ECCMA shall timely forward all written materials described in the ANSI International Procedures (including Annual Reports and Annual Compliance Forms) to ANSI's Procedures and Standards Administration (PSA) department.
  - G. ECCMA shall remain a full member of ANSI and shall pay annual membership dues to ANSI in accordance with ANSI's current dues schedule, as revised from time to time.
  - H. ECCMA is willing to make a three year commitment to cover all costs associated with serving as U.S. TAG Administrator, including ANSI's international activity assessment fees.
  - I. ECCMA, acting as U.S. TAG Administrator shall not engage in any activities that cause, or create the appearance of causing, a conflict-of-interest.
4. Obligations of ANSI:
- A. To the extent possible and appropriate, ANSI shall respond to any requests by ECCMA to facilitate ECCMA's performance of its obligations in accordance with the current edition of the

**“ANSI Procedures for U.S. Participation in the International Standards Activities of ISO,”** ([www.ansi.org/internationalprocedures](http://www.ansi.org/internationalprocedures)), in a reasonable and timely manner, but in all cases less than 90-days.

- B. To ensure effective participation and to meet its obligations to retain P membership in the ISO committee, ANSI’s ISO Team shall:**
- a. monitor the performance of the U.S. TAG Administrator;
  - b. register approved U.S. experts to ISO working groups;
  - c. circulate published standards to the U.S. TAG Administrator;
  - d. accredit approved U.S. delegations to ISO committee meetings;
  - e. review HoD reports submitted following ISO committee meetings;
  - f. issue invitations to ISO committees to meet in the U.S. on behalf of U.S. TAGs;
  - g. issue visa invitation letters to foreign delegates attending ISO meetings held in the U.S.;
  - h. issue reminders for upcoming ISO votes where the U.S. has not submitted a consensus position;
  - i. register U.S. consensus positions on ISO committee ballots and TMB ballots on behalf of U.S. TAGs;
  - j. facilitate access to any information concerning pending ISO actions which may impact U.S. TAG operations; and
  - k. provide ANSI online self-led training courses for U.S. TAG Administrator compliance.

**5. Term and Termination:** This agreement shall be for an initial period of three (3) years, starting on February 1, 2018 through January 31, 2021. At the expiration of such period, this agreement shall be reviewed and renewed normally for successive two (2) year periods unless either party provides notice of its intent to cancel, giving three (3) months prior written notice. If at any time ANSI revises its policies to effect substantial changes in ECCMA’s delegated responsibilities, ECCMA may terminate this Agreement and its financial and administrative responsibilities for this U.S. TAG upon three (3) months prior written notice to ANSI.

ANSI, through the ANSI Executive Standards Council (ExSC), reserves the right to cancel this Memorandum of Agreement and withdraw administration of this U.S. TAG from ECCMA if ANSI reasonably determines that ECCMA is unable or unwilling to perform its U.S. TAG functions properly and effectively. Prior to any cancellation and withdrawal, ANSI shall make an assessment of ECCMA’s performance as U.S. TAG Administrator, provide full disclosure to ECCMA of the basis for the assessment and afford ECCMA the right to respond within thirty (30) days from the date ECCMA receives the assessment. This agreement will terminate immediately upon the dissolution of ANSI or ECCMA.

**6. Indemnification:** ECCMA agrees to indemnify and hold harmless ANSI and each of their officers, Board members, staff and volunteer leaders, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, errors and omissions,

suits, proceedings, judgments and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses to third parties arising from or in connection with the performance by ECCMA of its obligations as U.S. TAG Administrator under this Agreement to the extent that such claims, liabilities, losses, damages, injuries, actions, causes, errors and omissions, suits, proceedings, judgments and expenses arise exclusively from the performance of ECCMA as U.S. TAG Administrator. ECCMA will secure such insurance as is necessary and adequate to protect its interests with regard to potential liability arising from the actions of ECCMA as U.S. TAG Administrator.

7. **Liability:** Notwithstanding anything to the contrary in this agreement, in no event whatsoever shall either party be liable to the other for any special, incidental, punitive or consequential damages, including but not limited to loss of profits, lost time or good will, even if it has been advised of the possibility of such damages, whether in contract, tort (including negligence), strict liability or otherwise nor shall either party's aggregate liability, if any, arising out of its obligations under this agreement exceed the sum of \$1,000.00.

8. **Complete Agreement:** ANSI and ECCMA agree that this Agreement, together with the documents upon which the TAG and TAG Administrator's accreditation is based, constitutes the complete agreement between the parties, supersedes all prior Agreements with respect to the subjects hereof, and may not be amended or modified, except in writing signed by all parties hereto or by their duly authorized representatives.

9. **Choice of Law:** This Agreement shall be governed by and construed according to the laws of the State of New York exclusive of all conflicts of law, rules and principles.

10. **Dispute Resolution:** Except as provided in the last two sentences of this paragraph, if a dispute shall arise under this Agreement that has not been timely resolved through the mechanism established by under the Statutes and Rules of the Parties hereby confer exclusive jurisdiction to hear and resolve any such dispute for money damage to the American Arbitration Association in the City and State of New York, USA. Such arbitration shall be binding on the parties thereto. The parties expressly waive the right to litigate any such dispute, for money damages in any other location or forum. Either party shall have the right to seek provisional remedies in any court having competent jurisdiction. In addition, each party shall have the right to assert a cross claim or third-party claim against the other party if a lawsuit is commenced against any of them by a third party, notwithstanding the exclusive arbitration provision. Judgment on any arbitration award shall be entered by any court with competent jurisdiction.

11. **Assignment:** ECCMA shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written approval from ANSI.

12. **Complete Agreement:** If any part of this Agreement is found by a Court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of this Agreement, as the case may be, and the remainder

of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

13. **Waiver:** No delay or failure by any party to exercise any of its rights or remedies under this Agreement shall operate as a waiver of any such right or remedy. No waiver shall be effective unless in writing and signed by the party granting such waiver, and no such waiver shall be deemed a waiver of any subsequent default whether or not such default is of the same or similar nature.

14. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

15. **Notices:** Any notices required to be given hereunder shall be in writing (whether electronic or otherwise) addressed to the parties at their respective addresses set forth below and are effective when received. Either party by like notice may specify a different address:

If to ANSI:

American National Standards Institute  
25 West 43<sup>rd</sup> Street  
New York, New York 10036-8002  
Attention: Director, ISO P-Memberships

If to Electronic Commerce Code Management Association:

Electronic Commerce Code Management Association  
Address:

Attention:

16. **Other Provisions:**

A. No amendment of this Agreement shall be effective unless in writing and signed by both Parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

AMERICAN NATIONAL STANDARDS  
INSTITUTE

By: Frances E. Schrotter  
Frances E. Schrotter  
Senior Vice President & Chief Operating Officer

Date: 2/02/2018

Electronic Commerce Code

Management Association

By: Peter K. Benson  
Name: Peter K. Benson  
Title: Executive Director

Date: 1/31/18