

MEMORANDUM OF UNDERSTANDING

between

The Civil Engineering Research Foundation

*1015 15th Street, NW Suite 600
Washington, DC 20005*

hereinafter called CERF

and

International Contractors Association of Korea

*Kuk-Dong Building #60-1, 3-Ka, Chungmu-Ro
Chung-Ku, Seoul 100-705
Republic of Korea*

hereinafter called ICAK

1.0 Purpose

- 1.1 CERF and ICAK have entered into this memorandum of understanding (MOU) to promote and enlarge the exchange of technical, scientific and professional knowledge to better serve their memberships' and organizations' interest and welfare, the engineering profession in general, and the public.
- 1.2 This MOU describes a partnership between CERF and ICAK to leverage the resources of each organization, as a means to increase the value of each organization to its members, minimize additional organization and member expenses, and enhance communication, coordination and the two-way transfer of knowledge and technologies between the respective engineering and construction industries of the United States of America and the Republic of Korea.

2.0 Scope

- 2.1 This MOU covers the worldwide activities of CERF and ICAK. Both organizations will seek joint collaboration on international issues wherever deemed appropriate. All activities hereunder will be subject to the respective organization's internal rules and regulations.
- 2.2 The spirit of this MOU is to encourage, support, and deploy innovation in design and construction technologies; to increase research and development through cooperative projects; to transfer technology to wide application in industry; and to stay abreast of issues pertinent to the engineering profession and the industry. Specific activities will focus on enhancing the transfer of innovation into practice, developing project consortia of mutual interest, and leveraging information resources.

3.0 Aims

The primary aims of this MOU are the expansion and improvement of cooperation between the two organizations, as summarized below:

- 3.1 Exchange of information regarding the engineering profession in general, and research as well as mutual technical advice, in all areas of new technologies, materials, methods, and practices.
- 3.2a Republishing of articles, papers, and information under preferred terms and in accordance with an agreement specific to each case, provided appropriate measures are taken to honor agreements either organization has with authors, publishers, distributors, and other relevant persons and organizations.
- 3.2b Explore the potential of further specific agreements for translating CERF documents into Korean or other languages for use in Korea, or use of ICAK non-English documents in the United States, and further distribution of such documents in collaboration with CERF and ASCE. Such arrangement would be made with an agreement specific to each case with reference to specific documents and distribution systems and would require appropriate measures to be taken to honor agreements either organization has with authors, publishers, distributors, and other relevant persons and organizations.
- 3.3a Development of links between additional industry-related organizations to ensure duplication of effort is minimized and limited resources are leveraged.
- 3.3b Development of links between additional appropriate technical programs and projects in accordance with an agreement specific to each case.

- 3.5 Exchange of information regarding scientific and technical events which are of mutual interest.
- 3.6 Encourage interchange between technical staff.

4.0 Implementation

- 4.1 This MOU shall not be construed as an association, joint venture, partnership, teaming agreement, formal business organization of any kind and does not constitute a proposal or offer to sell or lease any goods or services of either of the two organizations, nor shall this MOU limit or restrict either organization's right to enter into discussions or agreements with any other parties or persons with respect to any program or project.
- 4.2 This MOU does not limit or define the respective research agendas and priorities of the participating organizations.
- 4.3 It is anticipated that by correspondence, conversations, and personal visits of representatives of both organizations, additional methods and ways of cooperation to achieve mutually beneficial cooperation will be pursued.
- 4.4 Signatories of this agreement will actively support close cooperation of their technical organizations.

5.0 Execution, Duration, and Amendment

- 5.1 Neither organization shall have any obligation to share any particular information with the other organization.
- 5.2 This MOU will become valid after it has been approved by the governing bodies of both organizations and signed by authorized officers thereof.
- 5.3 The MOU has a fixed duration of three years, whereupon it will automatically be renewed for successive three year terms if not terminated by either organization.
- 5.4 The MOU may be terminated at any time prior to the date of expiration with six months' written notice by either organization.
- 5.5 In the implementation of this MOU, any supplemental agreements in accordance with the articles of this MOU shall be agreed and entered into by the President of CERF and the Chairman of ICAK.
- 5.6 Amendments to the MOU may be made at any time, but shall be mutually confirmed in writing by the President of CERF and the Chairman of ICAK.

6.0 Entire Agreement

- 6.1 This MOU constitutes the entire agreement between the organizations and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter hereof. The failure of either organization to enforce any term shall not be deemed a waiver of any rights contained herein.

7.0 Liability

- 7.1 Neither organization assumes any legal responsibility or liability for disclosures made to it by the other organization or for the use of disclosures made to it by the other organization.

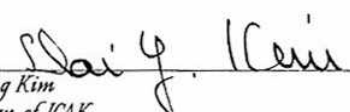
IN WITNESS WHEREOF, the organizations hereto have caused this Memorandum of Understanding, consisting of two pages and seven articles, to be executed by their duly authorized representatives as of the last date and year written below.

THE CIVIL ENGINEERING RESEARCH FOUNDATION

By: 
Harvey M. Bernstein
President of CERF

24 Feb 1998
Date Signed

THE INTERNATIONAL CONTRACTORS ASSOCIATION OF KOREA

By: 
Dai-Young Kim
Chairman of ICAK

Feb 24 '98
Date Signed