

ICF13

MEMORANDUM OF UNDERSTANDING



Thirteenth International
Conference on Fracture
May 26-31 2013
Beijing, China

9 May 2010

MEMORANDUM OF UNDERSTANDING

Between

The International Congress on Fracture (ICF)

OF THE FIRST PART

and

ICF13 Beijing - The Chinese Society of Theoretical & Applied Mechanics (ICF13 Beijing -CSTAM)

OF THE SECOND PART

WHEREAS ICF13 Beijing-CSTAM agrees to organize the Thirteenth International Conference on Fracture, hereafter called “ICF13” or “Conference” in Beijing, May 26 – 31 2013 as the ICF Quadrennial Conference, the Parties signing this Memorandum of Understanding (MOU) agree that:

ARTICLE 1 OBLIGATIONS OF ICF13 Beijing-CSTAM for the Conference

101. ICF13 Beijing-CSTAM through its Conference Services Office shall coordinate the Conference including but not limited to arrangements for:

- a) developing a Conference timetable and budget, taking full account of ICF protocols and precedents,
- b) pay to ICF by September 1, 2013 a sum equal to 5% of the full paying registrants,
- c) reserving hotel rooms, meeting rooms and provision of audio visual aids,
- d) developing and maintaining the Conference Web site on going until also 2021,
- e) marketing the Conference worldwide,
- f) scheduling of the scientific and social programs,
- g) collection and e-printing of scientific papers ,
- h) collecting the registration fee and all other revenues,
- i) reservation of exhibit areas and liaison with exhibitors,
- j) developing and coordinating the Conference sponsorship (fundraising) program with members of the Organizing Committee,
- k) general administration of the Conference.
- l) arrangements for ICF meetings including ExCo and Council and provision of rooms and facilities for ICF.

102. Subject to paragraph 103 and 105, ICF13 Beijing-CSTAM shall pay the cost of holding the Conference.

103. The expenditures in respect of which ICF13 Beijing-CSTAM will make payments pursuant to Article 1 are:

a) hospitality and travel expenses to the members of the Organizing Committee & ICF Liaison Officer as approved in advance in writing by ICF13 Beijing-CSTAM, during the period 2009 to 2013.

b) actual and reasonable expenses relating to:

- i) preparing, printing and distributing pre-Conference documents;
- ii) stationary and communication costs;
- iii) preparing mailing lists;
- iv) secretarial assistance;
- v) rentals of meeting space and equipment;
- vi) rentals of space for social functions;
- vii) fees of entertainers and food at social functions organised by conference;
- viii) other activities approved in writing by ICF13 Beijing-CSTAM.

104. ICF13 Beijing-CSTAM shall prepare

a) on or before the 31st day of January 2013, a statement of actual revenue and expenditures in the same format as the budget, and deliver copies thereof to ICF.

b) on or before the 31st day of January, 2014, a final statement of total revenue and expenditures and a statement of profit and loss of the Conference, and deliver copies thereof to ICF. This statement could be subject to external audit.

105. If the statement of profit and loss referred to in paragraph 104(b) above shows:

a) that there has been an overall financial deficit, ICF13 Beijing-CSTAM will cover the deficit.

ARTICLE 2 - AUTHORITY

201. In collaboration with the Organizing Committee of the Conference, ICF13 Beijing-CSTAM shall have full authority to manage the financial affairs of the Conference, including the rights to set charges, apart from the Conference fee stipulated in item 101h above, and to refuse to authorize expenditures.

202. ICF13 Beijing-CSTAM has the sole responsibility for committing funds and making contracts with outside suppliers as required to host the Conference.

203. It will be the policy of ICF13 Organizing Committee that every attendee at the

Conference should pay the prescribed appropriate registration fee.

ARTICLE 3 OBLIGATIONS OF ICF13 Beijing-CSTAM/ICF

301. ICF has appointed the ICF13 Executive Chair (Professor Shouwen Yu) in accord with ICF13 Beijing-CSTAM under agreed terms and conditions.

ARTICLE 4 – OBLIGATIONS OF ICF

401. ICF shall recognize ICF13 Beijing-CSTAM with ICF as co-host of this conference and shall provide appropriate visibility in all announcements pertaining to ICF Thirteenth.

402. ICF shall support financially from the Registration Levy up to ten students and/or scientists from developing countries for a maximum of \$10,000 US nominated by ICF13, to attend the Conference.

403. ICF has appointed a Liaison Officer (Professor David Taplin) to the ICF13 Organizing Committee under agreed terms and conditions.

404. ICF shall provide input and recommendations for the Conference Programme to the ICF13 Organizing Committee in regard to Scope, Themes, Honour, Plenary & Keynote Lecturers.

ARTICLE 5 - TERMINATION

501. ICF and ICF13 Beijing-CSTAM agree that no party can withdraw from the MoU after May 15 2010

502. This MoU expires on September 1, 2014.

ARTICLE 6 - NOTICE

601. Any notice required to be given by any Party to any other Party shall be deemed to be sufficiently given if sent in writing by registered mail or facsimile to the following addresses:

For ICF:

A Carpinteri, Department of Structure Engineering and Geotechnics
Politecnico di Torino, Corso Duca degli Abruzzi, 24 1-10129 Torino, Italy

D M R Taplin 36 Beaufort House, Mariners Court,
The Barbican, Plymouth PL4 0BS UK

For ICF13 Beijing-CSTAM:

Shouwen Yu, Department of Engineering Mechanics
Tsinghua University, Beijing, 10084, China

Yazheng Yang, Chinese Society of Theoretical & Applied Mechanics
No. 15 Beisihuanxi Road, Beijing, 100190, China

ARTICLE 7 - GENERAL

701. This MoU supersedes all communications, negotiations, arrangements and agreements amongst the Parties prior to the effective date of this MoU.

702. The headings of these Articles of the MoU form no part of this MoU, they are solely for reference and shall not affect the scope of this MoU.

703. A waiver of a breach of a provision of this MoU shall not be binding upon a Party unless it is in writing and signed by the waiving Party and delivered to the other Party. A waiver by any Party shall not constitute a continuing waiver and a waiver of one provision shall not constitute a waiver of any other provision.

704. This MoU may not be amended or varied except by instrument in writing duly executed by all parties.

705. This MoU shall for all purposes be construed and interpreted according to the laws in force in China.

706. Each of the parties shall execute such further and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this MoU.

707. No party shall assign any or all of its interest in this MoU unless the prior written consent of the other party has first been obtained.

708. No party shall make any press release, publication or written advertisement relating to this MoU without the prior consent of the other party to the making of or the form and content of any such release, publication or advertisement.

709. This MoU shall ensure to the benefit of and be binding on parties.

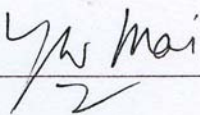
710. ICF and ICF13 Beijing-CSTAM warrants:

- a) that no bribe, gift, or other inducement has been paid, given, promised or offered to any person for, or with a view to the obtaining of this MoU, and
- b) has not employed any person to solicit or secure this MoU upon an agreement for a commission, percentage, brokerage or contingent fee.

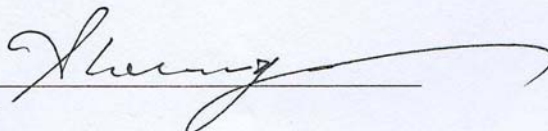
712. The MoU shall come into effect when it has been executed by all Parties.

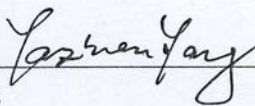
IN WITNESS WHEREOF ICF the INTERNATIONAL CONGRESS ON FRACTURE is executed this MoU in the City of Beijing, China this Ninth Day of May 2010 by:

Per: 
D M R Taplin

Per: 
Y-W Mai

IN WITNESS WHEREOF ICF13 Beijing-CSTAM the Chinese Society of Theoretical & Applied Mechanics has executed this MoU in the City of Beijing, China this Ninth Day of May 2010 by:

Per: 
Shouwen Yu

Per: 
Yazheng Yang

Ratified in the City of Turin, Italy:

Per: _____
A Carpinteri
ICF President