

MEMORANDUM OF UNDERSTANDING

Between

The International Congress on Fracture (ICF)

OF THE FIRST PART

and

ICF14 Rhodes - The Greek Group of Fracture (ICF14 Rhodes - GGF)

OF THE SECOND PART

WHEREAS ICF14 Rhodes-GGF agrees to organize the Fourteenth International Conference on Fracture, hereafter called “ICF14” or “Conference” in Rhodes, May 7 – 12 2017 as the ICF Quadrennial Conference, the Parties signing this Memorandum of Understanding (MOU) agree that:

ARTICLE 1 OBLIGATIONS OF ICF14 Rhodes-GGF for the Conference

101. ICF Fourteenth Rhodes-GGF 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, 2017 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 2025,
- 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, ICF Fourteenth Rhodes-GGF shall pay the cost of holding the Conference.

103. The expenditures in respect of which ICF Fourteenth Rhodes-GGF 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 ICF14 Rhodes-GGF, during the period 2013 to 2017.

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 ICF14 Rhodes-GGF.

104. ICF14 - GGF shall prepare

a) on or before the 31st day of January 2017, 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, 2017, 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, ICF14 Rhodes-GGF will cover the deficit.

ARTICLE 2 - AUTHORITY

201. In collaboration with the Organizing Committee of the Conference, ICF14 Rhodes-GGF 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. ICF14 Rhodes-GGF 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 ICF14 Organizing Committee that every attendee at the Conference should pay the prescribed appropriate registration fee.

ARTICLE 3 OBLIGATIONS OF ICF14 Rhodes-GGF/ICF

301. ICF has appointed the ICF14 Executive Chair (Professor Emmanuel Gdoutos) in accord with ICF14 Rhodes-GGF under agreed terms and conditions.

302. An Anglo team led by Professor J. Marrow will serve as advisor to the Executive Chair. Professor J. Marrow, will serve also as co-chair of the technical program committee. Professor D. Taplin will serve as chair of the International Steering Committee, with members: Alberto Carpinteri, Mimoun ElBjoudaini, Emmanuel Gdoutos, Yiu-Wing Mai, Palle Rama Rao, Ravi Chona, Robert Ritchie, Ashok Saxena, Yu Shouwen

ARTICLE 4 – OBLIGATIONS OF ICF

401. ICF shall recognize ICF14 Rhodes-GGF with ICF as co-host of this conference and shall provide appropriate visibility in all announcements pertaining to ICF Fourteenth.

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 ICF14, to attend the Conference.

403. ICF has appointed a Liaison Officer (Professor David Taplin) to the ICF14 Organizing Committee under agreed terms and conditions.

404. ICF shall provide input and recommendations for the Conference Programme to the ICF14 Organizing Committee in regard to Scope, Themes, Honour, Plenary & Keynote Lecturers.

ARTICLE 5 - TERMINATION

501. ICF and ICF14 Rhodes-GGF agree that no party can withdraw from the MoU after October 1, 2012

502. This MoU expires on September 1, 2017.

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 ICF14 Rhodes-GGF:

Emmanuel Gdoutos
School of Engineering
Democritus University of Thrace
GR-671 00 Xanthi, Greece

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 Greece.

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 ICF14 Rhodes-GGF 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.

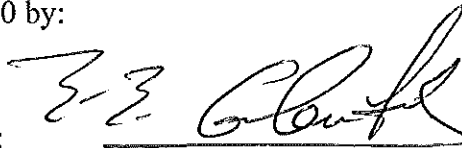
712. The MoU shall come into effect when it has been executed by all Parties.

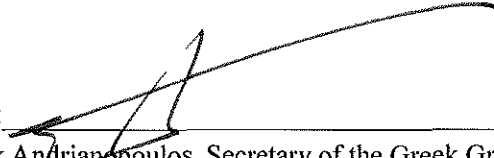
IN WITNESS WHEREOF ICF the INTERNATIONAL CONGRESS ON FRACTURE is executed this MoU in the City of Athens, Greece this Fifth Day of November 2010 by:

Per: 
D M R Taplin

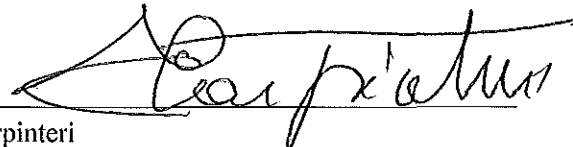
Per: 
Ashok Saxena

IN WITNESS WHEREOF ICF14 Rhodes-GGF the Greek Group of Fracture has executed this MoU in the City of Athens, Greece this Fifth Day of November 2010 by:

Per: 
Emmanuel Gdoutos

Per: 
Nick Andrianopoulos, Secretary of the Greek Group of Fracture

Ratified in the City of Turin, Italy:

Per: 
A Carpinteri

ICF President