
MEMORANDUM of UNDERSTANDING

AGREEMENT FOR INTERNATIONAL PROFESSIONAL COOPERATION BETWEEN THE INDIAN INSTITUTE OF WELDING & THE AMERICAN WELDING SOCIETY

A. PREAMBLE

This agreement between The Indian Institute of Welding (TIIW) and the American Welding Society (AWS) establishes a cooperative relationship in their respective areas of interest devoted to advance the science, technology and application of welding.

The agreement sets forth the general principles which the parties propose to follow as they cooperate in the exchange of information and knowledge in their areas of expertise. The parties may, from time to time, also enter into similar agreements of cooperation with other organizations with respect to these matters.

B. MEMBER ACTIVITIES

1. Attendance and Meetings

Members of one Society shall enjoy the privilege of attendance at the participation in Conferences, educational programs and general meetings of the other Society on the same basis and for the same registration fees as a member of the Host Society, except that fees may be waived by the Host society for those cases falling within the provisions of Section D, Item 3.

2. Publications

Each Society agrees to supply to the other, without charge, one copy of each technical standards, code and update, as well as educational texts, once they are published.

All publications of one Society shall be made available to members of the other Society at member rates. An appropriate subscription

charge shall be made for periodicals normally distributed to members as part of their membership dues.

3. Membership

All individuals who are members of one Society and who meet the membership requirements of the other Society may apply for membership in that Society without need for formal references and without payment of an initiation fee, application fee or entrance fee. In lieu of formal references, an application shall obtain certification of his membership from the Chief Staff Officer of his own Society.

Each society shall extend two complimentary memberships to the other Society. One complimentary membership will be for the chief Staff Officer and the other for his designee. These complimentary memberships will be to the grade of membership for which the person is qualified.

4. Student Participation

Student members of either Society may be invited to participate in student conferences of the other Society by attendance and presentations. Presentations made by student members of the Guest Society shall be judged by the same criteria as those of the Host Society, but shall not be eligible for Host Society prizes or awards. Arrangements for meeting and expenses of Guest Society student members shall be the responsibility of the Guest Society.

5. Identification

It is the responsibility of the individual member of each society, using the privileges under the

agreement, to provide appropriate evidence of membership in his Society. This is especially important for attendance at meetings and for the purchase of publications.

C. SOCIETY ACTIVITIES

1. Observers

Each year, the governing body of each Society shall name a member who may be invited as an observer to those meetings of the governing body of the other Society at which matters of mutual interest to both Societies are to be discussed.

2. Communications

Each Society shall provide to the other Society announcements of conferences, educational programs, future meeting dates and locations, as well as news of mutual interest, which the other Society may wish to publicize in its publications and periodicals.

Each Society may publish in its general publications articles or translations of articles appearing in the publications of the other Society without obtaining specific permission, provided that appropriate credit for the source appears with the articles and, provided further, that the rights of authors are properly protected.

3. Technical Publications

Each Society may designate a library in the country of the other Society as a depository for its technical periodicals and publications on a reciprocal complimentary basis. Selection of the depository library shall be made with the recommendation and advice of the other Society and shall take into consideration the existence of organizations which already participate on a fee or exchange basis. One copy of every publication published by each Society shall be provided on a complimentary bases to the other Society, as indicated under Section B, Item 2.

Each Society may acquire additional copies of publications from the other Society at discount (40% for 25 or more copies of a single publication, 33-1/3% for lesser quantities) off the list price of the publications, and may resell these publications through the normal

sales outlet of each Society. Only those publications actually published by each Society are eligible for the 40% discount. All shipping, handling, customs, duty and other additional fees shall be borne by the acquiring Society

4. Technical Activities

Each Society shall encourage its technical segments to involve the related segments of the other Society in international events for the exchange of technical information. If one Society plans to hold an event in the Country of the other Society, it shall offer to involve the other Society at a level appropriate to the particular circumstances of the event. A written understanding of mutual responsibilities shall be exchanged between the two Societies during the initial planning stages of each event. The various levels of involvement are:

a. Cosponsorship

Each Society shall have an equal part in the planning and technical programming of the event. The host country Society shall also be the administrative Society. A written understanding will be signed before the event, and it shall include the disposition of net income.

b. Participation

One Society shall be sponsor. The participation of the other Society shall be limited to the presentation of papers.

c. Cooperation

One Society shall be sponsor. The involvement of the other Society shall be limited to that of associating its name with the event.

5. Exhibition

Each Society shall make available to the other Society, on a complimentary basis, exhibit booth space for the purpose of promoting the activities of the other Society. The size and location of the booth shall be determined by the Host Society, taking into consideration the particular event and the wishes of the Guest Society. All requests for booth space shall be addressed in writing to the Chief Staff Officer six (6) months in advance of the date

scheduled for the event. No commercial activity shall be conducted at the booth.

6. Commercial Ventures

Each Society shall act as a coordinator or focal point for any business or commercial activity that is interested in some type of commercial activity in the country of the other Society. The commercial activity may be trade agreements, licensing, joint ventures, or anything related thereto. These activities should be primarily related to the welding industry.

D. OTHER CONSIDERATIONS

1. Unrestricted Participation of All Nationals

AWS endorses the principle of unrestricted participation of citizens of all nations at International Conferences. The intent for conferences, administered or endorsed by AWS, shall be the commitment of TIIW to secure freedom of citizens of all nations, irrespective of race, creed color or religion, to enter India for the purpose of attending such a conference. TIIW shall make every effort to comply with the laws, regulations, or compliance is in direct conflict with the laws, regulations, or stated government policies of India. It is further understood that AWS may decline to participate in International meetings or other events where AWS considers such restrictions to be too inhibiting.

2. Control of Export of Technology

In the event that the laws or regulations of either the United States or India preclude the transfer of technology, and are in direct conflict with the terms of this agreement, the laws and regulations of either country shall prevail.

3. Payment of Subsistence

Authorized delegates from one Society visiting the country of the other Society for any of the following purposes :

- a. Invited as a lecturer or presenter at an event sponsored by the other Society.
- b. Other specific and mutually approved items involving each Society.

shall have their reasonable meals and lodging covered by the Host Society. Travel costs and conference registration fees shall be covered by the visiting representatives or delegation. The maximum number of man-days of subsistence to be covered by the Host Society shall be five in a calendar year.

4. Implementation of Agreement

For any transaction in connection with this agreement, the Contracting Parties shall give to their delegates an official letter of authorization.

E. REVIEW, AMENDMENT AND TERMINATION

The terms of this agreement shall be reviewed by each Society triennially to make sure that it is fulfilling its purpose and is working well.

Amendments to the agreement may be proposed at any time, but will not be valid until they have been approved by the governing bodies of both Societies.

This agreement may be terminated by either Society six (6) months after having provided a written notice to the other Society.

F. RATIFICATION

Any proposed agreement or protocol setting forth an agreement, even though signed by officers of AWS and TIIW is not valid not binding until it has been approved by the AWS Board of Directors and the Governing Board of TIIW.

APPROVED BY THE GOVERNING BOARD OF:

**The Indian Institute
of Welding**

On July 8, 1995

Sd/-
President

Sd/-
Chief Staff Officer

**American Welding
Society**

On Aug. 26 1996

Sd/-
President

Sd/-
Chief Staff Officer