AGREEMENT OF COOPERATION

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY ENGINEERING LABORATORY, USA

AND

BUILDING RESEARCH INSTITUTE, JAPAN

1. PREFACE

The Building Research Institute, an Incorporated Administrative Agency Japan and the Engineering Laboratory at the National Institute of Standards and Technology, an agency of the United States Government, conducted collaborative research on "Preventive Measures against Fire Extension to Adjacent Residential Area caused by Firebrands from Forest Fire or the Like" and "Preventive Measures against Fire Extension to Adjacent Residential Area caused by Firebrands from Forest or Urban Fires". Through these collaborations over the last six years, fruitful research results have been produced.

In order to strengthen the relationship between the institutes and to encourage cooperation in the area of research on building fires, the institutes sign the agreement given below.

2. INTENDED RESEARCH SUBJECT

Research on all aspects of building fires are covered by this agreement. Specific subjects of mutual interest should be planned in detail to facilitate successful collaboration, and will be described as appropriate in an Appendix to this document.

3. ACTIVITIES

Possible collaborative activities conducted through this Agreement shall include the following:

- (1) Exchange of researchers
- (2) Exchange of research information
- (3) Workshops

While both institutes intend to cooperate with respect to the foregoing activities, neither institute is obligated to commit funds or resources, nor will either institute grant any rights with respect to intellectual property, unless a legally binding agreement has been executed. This Agreement of Cooperation does not itself establish any legally binding obligations, financial or otherwise on the part of either institute.

4. REVISION

Whenever necessary, this agreement and the topics of cooperation in Appendix can be revised or repealed under the agreement of the institutes.

5. DURATION

The institutes intend to explore these areas of potential collaboration during the five year period commencing on the date set below. Unless renewed by the institutes, this agreement of cooperation will expire at the end of this period.

6. DISPUTES, TERMINATION

Disagreements or disputes arising under this Agreement, if any, shall be resolved through amicable discussion between the parties. Either party may terminate this Agreement upon 30 days written notice to the other party.

7. FACILITIES, APPARATUS

When one party utilizes the facilities of the other party, the rules and procedure of the other party should be obeyed. When experimental apparatuses are brought to the other party, the cost will be borne by the party owning the apparatuses.

8. PARTICIPATION BY THIRD PARTIES

When beneficial for the purpose of this agreement, the participation of a third party can be accepted as agreed to by the institutes.

Dr. S. Shyam Sunder

Director of Engineering Laboratory,
National Institute of Standards and Technology
Gaithersburg, MD 20899 U.S.A.

Dr. Yuzo Sakamoto

Chief Executive of Building Research Institute 1 Tachihara, Tsukuba-shi, Ibaraki-ken, 305-0802 Japan

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