

Japan - Memorandums of Understanding and less formal arrangements with the following sources. Two (2) sample MOU's attached.

1. Asahi Glass Foundation for Industrial Technology
2. Ashahi Glass Co., Research Laboratory
3. Dainichi-Nippon Electric Wire, Ltd.
4. Fuji Electric Co., Ltd.
5. Ishikawajima-Harima Heavy Industries Co., Ltd.
6. Kajima Institute of Construction Technology
7. Matsushita Electric Industrial Co., Ltd.
8. Ministry of International Trade and Industry (MITI), Agency of Industrial Science and Technology
  - Electrotechnical Laboratory
  - Fermentation Research Institute
  - Geological Survey of Japan
  - Government Industrial Development Laboratory, Hokkaido
  - Government Industrial Research Institute, Chugoku
  - Government Industrial Research Institute, Kyushu
  - Government Industrial Research Institute, Nagoya
  - Government Industrial Research Institute, Osaka
  - Government Industrial Research Institute, Sikoku
  - Government Industrial Research Institute, Tohoku
  - Industrial Products Research Institute
  - Mechanical Engineering Laboratory
  - National Chemical Laboratory for Industry
  - National Research Institute for Pollution and Resources
  - National Research Laboratory of Metrology
  - Research Institute for Polymers and Textiles

STATS FOR FTAG  
MS

9. Nippon Kokan K. K.
10. Nippon Steel Corporation
11. Osaka Municipal Government
12. Railway Technical Research Institute
13. Science and Technology Agency
- Japan Information Center of Science and Technology
  - Japan Marine Science and Technology Center
  - National Aerospace Laboratory
  - National Research Center for Disaster Prevention
  - National Institute for Research in Inorganic Materials
  - National Institute of Resources
  - National Research Institute for Metals
14. Taisei Corporation
15. Toshiba Corporation
16. University of Tokyo, Faculty of Engineering
- 3/2 7/16

## MEMORANDUM OF UNDERSTANDING

The National Technical Information Service, Springfield, Virginia, U.S.A. (hereinafter called NTIS), and the Nippon Kokan Kabushikikaisha, Tokyo, Japan (hereinafter called NKK), signify by this memorandum that they have reached an understanding concerning the distribution of certain NKK publications by NTIS.

1. NKK grants NTIS permission to reproduce and sell, on a not-for-profit basis, selected NKK technical publications. Selection of publications may be made either by NKK or NTIS. However, NKK is under no obligation to furnish all publications selected by NTIS, nor is NTIS obliged to distribute all publications furnished by NKK, which was provided by NKK.

2. NTIS may reproduce such publications in full or, at its option, in an abbreviated form.

3. Each Japanese-language publication furnished by NKK shall be accompanied by an English-language title, and an abstract or other indication of contents in English.

4. NTIS may, at its own expense, translate into English any Japanese-language publication furnished by NKK. One copy of each translation will be furnished to NKK.

5. NTIS will include notices in all NKK publications that it distributes, whether in full or abbreviated form, the name of authors in NKK and a statement directing readers to Nippon Kokan Kabushiki Kaisha, Tokyo, or NKK America Inc., New York, for further information.

6. In general, NKK will not require any compensation for publications reproduced and sold by NTIS. If compensation is required for some publications or some services rendered, NTIS and NKK may enter into one or more separate formal agreements to cover such recompensation.

7. NKK does not impose any limitations on the geographic areas within which NTIS may distribute NKK publications.

T F N K

8. NTIS will report to NKK (1) the abbreviated form of NKK publications, or (2) the manner in which NKK publications are put into NTIS system.

9. NTIS will report to NKK annually the amount of PC and MF sales delivered to what country. Additionally NTIS will provide to NKK a list of buyers of these materials.

*Terrance Lane Lindemann*

Terrance Lane Lindemann  
Foreign Affairs Administrator  
For National Technical Information Service

*July 8, 1982*

*Takao Nakamura*

Takao Nakamura  
General Manager, Patent Department  
Engineering, Research & Development  
Division  
Nippon Kokan K. K.

June 25, 1982



U.S. DEPARTMENT OF COMMERCE

To : Yvette

9-9-82

From: Tina

Please sign a TF source code to:

NIPPON KOKAN K.k.  
1-2, 1 Chome, Marunouchi  
Chiyoda-ku  
Tokyo, Japan

No money

TFNK

Rewde N42

NOTICE

NTIS reproduces and distributes out-of-print editions of Nippon Kokan Technical Report through a special arrangement with Nippon Kokan K.K. Permission for subsequent reproduction should be obtained directly from Nippon Kokan K.K.

\* \* \* \* \*

Further information concerning any of the technical matters discussed in this report may be obtained from one of the Nippon Kokan offices listed on the last page.

MEMORANDUM OF UNDERSTANDING

The National Technical Information Service, Springfield, Virginia, U.S.A. (hereinafter called NTIS), and the Faculty of Engineering, the University of Tokyo, Tokyo, Japan (hereinafter called "FEUT"), signify by this Memorandum that they have reached an understanding concerning the distribution of certain FEUT publications by NTIS.

1. FEUT grants NTIS permission to reproduce and sell, on a not-for-profit basis, the Journal of the Faculty of Engineering, Series A and B.
2. NTIS may reproduce such publications in full or, at its option, in an abbreviated form.
3. NTIS may, at its own expense, translate into English any Japanese-language article in the Journal of the Faculty of Engineering, Series A and B. One copy of each translation will be furnished to FEUT.
4. NTIS will include notices in all FEUT publications that it distributes, whether in full or abbreviated form, the name of authors in FEUT and a statement directing readers to FEUT, Tokyo, for further information.
5. In general, FEUT will not require any compensation for publications reproduced and sold by NTIS. If compensation is required for some publications or some services rendered, NTIS and FEUT may enter into one or more separate formal agreements to cover such recompensation.
6. FEUT does not impose any limitations on the geographic areas within which NTIS may distribute FEUT publications.
7. NTIS will report to FEUT (1) the abbreviated form of FEUT publications, or (2) the manner in which FEUT publications are put into NTIS system.

*Approved  
and  
TFEUT*

8. NTIS will report to FEUT annually the amount of PC and MF sales delivered to what country. Additionally NTIS will provide to FEUT a list of buyers of these materials.

David B. Shonyo

David B. Shonyo  
Acting Director  
Office of International Affairs  
For National Technical Information Service

20 May 83

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Daizo Kunii  
Director of Engineering  
Professor  
For Faculty of Engineering  
University of Tokyo





U.S. DEPARTMENT OF COMMERCE

NTIS - 27 May 83

To : Yvette

From: Tina

Please check. I don't believe I have asked for this before.

Please assign a TF source code for:

Faculty of Engineering  
University of Tokyo  
Tokyo, Japan

TFEET

5/31/83

MEMORANDUM OF UNDERSTANDING

The National Technical Information Service, Springfield, Virginia, U.S.A. (hereinafter called NTIS), and the Asahi Glass Co., Ltd., Tokyo, Japan (hereinafter called AGC), signify by this memorandum that they have reached an understanding concerning the distribution of certain AGC publications by NTIS.

1. AGC grants NTIS permission to reproduce and sell, on a not-for-profit basis, selected AGC technical publications. Selection of publications may be made either by AGC or NTIS. However, AGC is under no obligation to furnish all publications selected by NTIS, nor is NTIS obliged to distribute all publications furnished by AGC.

2. NTIS may reproduce such publications in full or, at its option, in an abbreviated form.

3. Each Japanese-language publication furnished by AGC shall be accompanied by an English-language title, and an abstract or other indication of contents in English.

4. NTIS may, at its own expense, translate into English any Japanese-language publication furnished by AGC. One copy of each translation will be furnished to AGC.

5. NTIS will include notices in all AGC publications that it distributes, whether in full or abbreviated form, the name of authors in AGC and a statement directing readers to Asahi Glass Co., Ltd., Tokyo, for further information.

6. In general, AGC will not require any compensation for publications reproduced and sold by NTIS. If compensation is required for some publications or some services rendered, NTIS and AGC may enter into one or more separate formal agreements to cover such recompensation.

FAGC

7. AGC does not impose any limitations on the geographic areas within which NTIS may distribute-AGC publications.

8. NTIS will report to AGC (1) the abbreviated form of AGC publications, or (2) the manner in which AGC publications are put into NTIS system.

9. NTIS will report to AGC annually the amount of PC and MF sales delivered to what country. Additionally, NTIS will provide to AGC a list of buyers of these materials.

*J. Frank Post*  
\_\_\_\_\_  
for David B. Shonyo  
Acting Director, Office of International Affairs,  
For National Technical Information Service

*May 26, 1983*  
\_\_\_\_\_

*Sakae Hara*  
\_\_\_\_\_  
Sakae Hara  
Director and General Manager,  
Research and Development Division,  
For Asahi Glass Co., Ltd.

*April 18, 1983*  
\_\_\_\_\_



U.S. DEPARTMENT OF COMMERCE

NTIS - 26 May 83

To : Yvette

From: Tina

Please assign a TF source code to:

Asahi Glass Co., Ltd  
Tokyo, Japan

No funds involved.

TFAGC

INTERNATIONAL ACQUISITION AGREEMENTS (Sample copy attached)  
January 1988

Country Organization	Govt./Private Organization
✓ Dickson, AUSTRALIA Commonwealth Scientific and Industrial Research Organization - CSIRO	G
✓ Wein, AUSTRIA Austrian Research Centre Seibusdorf - ARC	G
Bretigny-sur-Orge, FRANCE European Organization for the Safety of Air Navigation - EUROCONTROL	G
New Deli, INDIA Constellate Consultants - ConCon	P
Rome, ITALY Diffusioni Edizioni - DEA	P
LUXEMPOURG Office for Official Publications of the European Communities - OPEC	G
✓ Trondheim, NORWAY Foundation of Scientific and Industrial Research - FSIR	G
Pretoria, SOUTH AFRICA Council for Scientific and Industrial Research - CSIR	P
SWEDEN Uppsala University -	P
Lund, SWEDEN Research Policy Institute - RPI	P
Hampshire, UNITED KINGDOM Microinfo -	P

Country Organization	Govt./Private Organization
Surrey, UNITED KINGDOM ERA Technology -	P
West Yorkshire, UNITED KINGDOM University of Bradford -	P
London, UNITED KINGDOM Concrete Society -	P
Bedford, UNITED KINGDOM BFRA Fluid -	P
Oxfordshire, UNITED KINGDOM Science & Engineering Research Center -	P
London, UNITED KINGDOM Intermediate Technology Publications - (4 Agreements)	P
London, UNITED KINGDOM Construction Industry Research and Information Association - CIR	P
London, UNITED KINGDOM Civil Aviation Authority - Civil Aviat.	G
Newcastle -upon-Tyne, UNITED KINGDOM Computing Lab - CL	P
London, UNITED KINGDOM Intl. Energy Agency, Econ. Assess. Serv. - Coal Research	P
Norwich, UNITED KINGDOM Her Majesty's Stationary Office - HMSO	G
London, UNITED KINGDOM International Energy Agency - IEA Coal	P
Sussex, UNITED KINGDOM Institute for Manpower Studies - Inst. Manpower	P

Country  
Organization

Govt./Private Organization

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Warwickshire, UNITED KINGDOM  
Motor Industry Research Association - MIRA P

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Cheshire, UNITED KINGDOM  
Advanced Manufacturing Technology Research Institute - MTIR P

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Middlesex, UNITED KINGDOM  
Paint Research Association - PRA P

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Oxford, UNITED KINGDOM  
Programming Research Group - PRG P

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London, UNITED KINGDOM  
Plastics and Rubber Institute - PRI P

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Shropshire, UNITED KINGDOM  
Rapra Technology Ltd. - RPRA P

---

Oxford, UNITED KINGDOM  
Transport Studies - Transport Stud. P

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Buckinghamshire, UNITED KINGDOM  
Timber Research & Development Association - TRD P

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USA  
Volunteers in Technical Assistance - Vol. Tec. Asst. P

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PARTIES:

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and

National Technical Information Service  
U.S. Department of Commerce  
5285 Port Royal Road  
Springfield, Virginia 22161  
U.S.A.

TITLE:

Reproduction and Sale of Selected Reports of

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AGREEMENT  
NUMBER:

SOURCE  
CODE:

AUTHORITY:

This agreement is entered into under the terms of  
NTIS enabling legislation, 15 Code 1151-1157 and  
1525-1527.



AN AGREEMENT between the National Technical Information Service of the United States Department of Commerce, a duly constituted agency of the Government of the United States, hereinafter referred to as NTIS, and \_\_\_\_\_ hereinafter referred to as the Source Client.

WHEREAS, NTIS is authorized by section 1152, Title 15, United States Code, to collect, from whatever sources that may be available, scientific, technical, and engineering information and to make such information available to industry and business, to state and local governments, to other agencies of the Federal Government, and to the general public.

WHEREAS, the Source Client has produced specialized technical publications which the Source Client desires to make publicly available; and

WHEREAS, due to the highly specialized nature of the Source Client's publications and their limited potential distribution, it is unlikely that the publications can be effectively made available to the U.S. public other than through the NTIS information system; IT IS AGREED:

I. Program Specifications

- A. The Source Client will provide NTIS with one copy each of its publications to be registered in the NTIS data base. This agreement does not oblige the Source Client to register publications it wishes to withhold, nor does it oblige NTIS to register publications it wishes to reject.
- B. NTIS will reproduce and sell the Source Client's publications in paper copy and microfiche on a non-exclusive basis.
- C. The terms of this agreement shall not apply to Source Client publications registered in the NTIS data base prior to the effective date of this agreement.

II. Submission and Processing of the Publications

- A. The publications submitted to NTIS shall be suitable for photo-duplication.
- B. The Source Client will provide all necessary releases for copyrighted material.

III. Publication Price and Apportionment of Sales Revenue

- A. The publications shall be priced according to the "Price Schedule," which is attached to and made a part of this agreement.

- B. Both paper copy and microfiche copy of each publication shall be priced the same.
- C. NTIS shall retain 75% of the selling price for each paper copy and microfiche of each publication sold in order to recover its cost for processing, reproducing, and marketing the publications.
- D. In exchange for the right to promote and sell the publications, NTIS shall return to the Source Client 25% of each paper copy and microfiche sold.
- E. NTIS shall provide the Source Client a quarterly accounting statement reflecting the number of copies of the publications sold and the resulting division of revenue between NTIS and the Source Client. Quarterly payments shall be made to Source Client based on this statement.

IV. Marketing

- A. NTIS shall publicize the availability of the publications in the various NTIS announcement media and special catalogs.
- B. No geographical limitations are placed on the distribution of these publications by the Source Client at its own prices.

V. Order Fulfillment

- A. NTIS shall receive, process, and fill orders for the publications and shall collect the full price for each copy of the publication distributed.
- B. No limitations are placed on the distribution of these publications by the Source Client at its own prices.

VI. Duration and Modification

- A. This agreement shall become effective upon signature of an authorized official of NTIS and shall remain in effect until \_\_\_\_\_. At that time, effectiveness of the program will be evaluated.
- B. The provisions of this agreement may be modified or amended only with prior written approval of both parties.

VII. Termination

- A. The rights and obligations defined by this agreement may be terminated by either party at any time upon not less than sixty (60) days prior written notice to that effect to the opposite party. Upon termination of this agreement, NTIS will retain the right to continue to reproduce those documents that have already been processed into the NTIS collection. NTIS will continue to return 25% to the Source Client on the sale of those documents for a period of one year after termination of this agreement.
- B. Notice of termination of this agreement shall be sent to the Authorized Signatory of the opposite party, as identified in Section IX. Notice shall be deemed effective as of the date of the signing of the termination letter.

VIII. Representative Personnel

The individuals named below shall serve in a representative capacity to facilitate communication between the parties.

NTIS

Source Client

Barbara F. Payne  
International Agreements Officer

IX. Authorized Signatories

This agreement is executed by the duly authorized parties whose signatures are affixed below:

\_\_\_\_\_  
National Technical Information Service

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## SCHEDULE A

### TECHNICAL SPECIFICATIONS

#### FOR DOCUMENT REGISTRATION THROUGH THE NATIONAL TECHNICAL INFORMATION SERVICE SYSTEM

##### Introduction

The National Technical Information Service (NTIS) serves its customers with an array of information products and services designed for use by Government and non-Government organizations. These products and services include research reports on science, technology and business; specially packaged summaries in high-interest fields such as urban technology, energy, the environment, and transportation; and computer software and data files.

##### 1. Registration of Documents and Computer Products

- a. The Source Client shall provide NTIS with its material as soon as available, to be registered into the NTIS information system for announcement and sale. NTIS encourages the use of the American National Standards Institute (ANSI) standards Z 39.23 as a document preparation guide for paper copy and recommends that Form 272 (Report Documentation Page), be completed with the details of each document submitted. Registration includes inventory control, cataloging, indexing, abstract review, and creation of a machine record of the bibliographic information. NTIS shall announce the availability of the Source Client's material through its various announcement media. Bibliographic data describing the Source Client's material shall be stored for bibliographic search. Microfiche masters, as applicable, shall be prepared to permit reproduction of microfiche duplicates and paper copy. The microfiche master should be prepared in accordance with ANSI, NMA, COSATI or DOD specifications. Microfiche used to produce paper copy can only be 24x, 8½ x 11 inch page size of 98 grid or 20x, 8½ x 11 inch page size of 60 grid. All other microfiche sizes will be used for microfiche duplications only. Paper copy, microfiche, and computer products shall be available for sale through the NTIS information system.
- b. The Source Client agrees to include sufficient information to permit identification of reports in any listing prepared by the Source Client. The listing will include accession/report numbers, and sales prices or codes whichever is appropriate for the type of listing. The listing will display current ordering information obtained by contacting the NTIS Order Processing Branch.

##### 2. Document Submission

- a. (1) Documents submitted in paper copy should include a completed Report Documentation Page, Form 272 (4-77) and be accompanied by one or more Accession Notice Cards (NTIS Form 79). Forms 272 and 79 are to be completed according to the printed instructions on the forms or as specified in the agreement.

Documents not accompanied by a completed Form 272 will be transmitted by a letter authorizing NTIS to reproduce and sell. NTIS will prepare the Report Documentation Page, Form 272, for a \$5.00 charge per document.

Form 79 will be filed by title and utilized to prevent duplicate reports being processed by the Source Client and NTIS. It is also a reference tool for notifying an inquirer of the titles availability from NTIS, its price, and accession number. The source client can prevent duplicate shipments of documents to NTIS from other sources by attaching to the archive copy, Accession Notice Cards (Form 79) addressed to other offices likely to send the same titles to NTIS.

Computer products shall be accompanied by a Computer Products Catalog Data Sheet (NTIS Form 231) and a Computer Magnetic Tape File Properties Form (Standard Form 277) (FIPS Pub 53).

- (2) If the performing organization is not using a report number in conformance to the ANSI Standard Z 39.23, consult the NTIS Report Number Clearinghouse, (703) 487-4696.

- b. A standard version of the Source Client's name and address, not to be varied from card to card, shall be entered on the reverse side of the NTIS Form 79.

Documents and tapes shall be addressed to:

National Technical Information Service

ATTN: Information Services Division (plus NTIS assigned Source Code) for documents only

or

ATTN: Computer Products Office (plus NTIS assigned Source Code) for computer products and/or tapes only

5285 Port Royal Road  
Springfield, Virginia 22161

- c. Documents submitted for registration shall be subject to NTIS publication, reproduction format, and content requirements. If the document, or any portion thereof, is copyrighted, or otherwise restricted, a letter addressed to NTIS signed by an authorized person granting release or permission to reproduce and sell the document must accompany the processing copy.

In the case where the U.S. Government has been granted authority to reproduce and sell by virtue of contract, or has otherwise been granted this authority, this statement must be used:

The U.S. Government is authorized to reproduce and sell this copyrighted work. Permission for further reproduction must be obtained from the copyright owner.

In the case where the U.S. Government does not have the right to reproduce and sell, and authority has been obtained from the copyright owner, this statement shall be used.

The U.S. Government (or NTIS) is authorized to reproduce and sell this copyrighted work. Permission for further reproduction must be obtained from the copyright owner.

All expenses incurred because of the republication of copyrighted material will be borne by the Source Client. In the case where NTIS, as the publisher, is required to pay the fee, NTIS will accept the funds from the source and make the required payment.

Books or articles written by U.S. Government employees while on duty normally cannot be copyrighted. Special exceptions may be granted to permit a copyright for such work. When a book or article written by a Government employee bears a copyright and the Government employment is not noted in book or article, a letter affirming the status of the author as being a Government employee must accompany the document.

When there is more than one author and each is a Government employee, each author must be affirmed. In the case where one of the authors is not a Government employee, the book or article should be considered a copyrighted work.

Translations made from text published in a country signatory to the Geneva Copyright Convention shall contain a signed statement in Box 18 of the Form 272 (or a letter addressed to NTIS referring to the specific translation) to the effect that:

- (1) Original text is not copyrighted

or

- (2) NTIS or the U.S. Government has been authorized to reproduce and sell this copyrighted work. Permission for further reproduction must be obtained from the copyright owner.

When statement (2) is entered, the Source Client will provide NTIS with a copy of the authorization letter.

- d. Attempts should be made by the Source Client to obtain legible reproducible copies of documents to be registered at NTIS. If the Source Client believes the documents will not meet the NTIS reproduction standards, the client shall add a disclaimer notice stating the office where users may write for information on the illegible portion of copy. Inclusion of a disclaimer in a document does not necessarily mean that the document will be accepted and registered at NTIS. NTIS shall remove the disclaimer if not required.

### 3. Pricing

NTIS shall sell registered documents in accordance with the pricing schedules as announced in the Federal Register. To permit NTIS to maintain the lowest possible price schedules, the Source Client should refer requests for reports to NTIS and avoid secondary distribution of free copies to the public.

### 4. Marketing

A number of information and marketing programs are used, as applicable, by NTIS to provide regular and ongoing visibility to the Source Client documents under NTIS bibliographic control. These programs include (but are not limited to) awareness publications, computer search files, and promotion pamphlets, such as:

- NTIS Abstract Newsletters
- NTIS Abstract Newsletter Indexes
- Government Reports Announcements and Index
- Government Reports Annual Index
- Selected Research in Microfiche (SRIM)
- Direct Mail Promotion
- Professional Journals
- NTIS Tech Notes
- NTIS Title Index
- Trade Lists
- Published Searches
- Bibliographies in Selected Subjects
- Bibliographic Data File Leasing

INTERNATIONAL AGREEMENTS - Cooperating Agencies  
January 1988 (Sample agreement attached)

Country Organization	Govt./Private Organization
Buenos Aires, ARGENTINA Suministros Asociados S.A. - SA	P
Sydney, AUSTRALIA Australian Financial Rev. - AFR	P
Gaborone, BOTSWANA The Botswana Technology Center - TBTC	G
Sao Paulo, BRAZIL Publicacoes Tecnicas Internacionais Ltda. - PTI LTDA	P
Rio de Janeiro, BRAZIL - RWK LTDA	P
Santiago, CHILE Institute de Investigaciones Tecnologicas - INTEC	G
Bogota, COLOMBIA Fondo Colombiano de Investigaciones Cientificas - COLCIENCIAS	G
Bogota, COLOMBIA - ENLACE	P
Medellin, COLOMBIA Revistas Tecnicas, Ltda. - REVTEC	P
Carago, COSTA RICA Instituto Tecnologico de Costa Rica - ITCR	G
San Jose, COSTA RICA Red Interamericana de Informacion Tecnica - REDITEC	P



Country Organization	Govt./Private Organization
San Jose, COSTA RICA Sistemas y Redes de Informacion Alfa - SRIA	P
Nicosia, CYPRUS Middle East Marketing Research Bureau - MEMRB	P
Santo Domingo, DOMINICAN REPUBLIC Instituto Dominicano de Tecnologia Industrial - INDOTEC	G
DULLES AIRPORT - Info Doc	P
Guayaquil, ECUADOR Centro de Desarrollo Industrial del Ecuador - CENDES	G
Quito, ECUADOR Escuela Politecnica Nacional - EPN	G
Quito, ECUADOR PRINEMCO Cia, Ltda. - PRINEMCO	G
Cairo, EGYPT Arab Project Management Consultants - APROMAC	P
San Salvador, EL SALVADOR Centro Nacional de Productividad - CENAP	G
Alton, Hampshire, ENGLAND - Microinfo	P
ESPOO, FINLAND Technical Research Center of Finland - TRC	G
Tegucigalpa, D.C., HONDURAS Centro de Informacion Industrial - CII	G
ICELAND National Research Council - NRC	G

Country Organization	Govt./Private Organization
Madras, INDIA Allied Publishers Private Ltd - ALLIED	P
New Delhi, INDIA Constellate Consultants (P) Ltd. - ConCon	P
Madras, INDIA Higginbothams Ltd. - Higginbotham	P
Jakarta, INDONESIA Pusat Dokumentasi dan Informasi Ilmiah - PDIN	G
Tel Aviv, ISRAEL Natl. Ctr. of Scientific & Techological Info. - COSTI	G
Roma, ITALY Diffusione Edizioni Anglo-Americane - DEA	P
Kingston, JAMAICA Scientific Research Council - SRC	G
Tokyo, JAPAN Mitsubishi Research Institute Inc. - MRI	P ✓
Amman, JORDAN Poyal Scientific Society - RSS	G
Seoul, KOREA Korea Institute for Economics and Technology - KIET	G
Mexico, D.F., MEXICO - INFOTEC	G
Rabat, MOROCCO Centre National de Documentation - CND	G
Kirtipur, Kathmandu, NEPAJ Research Centre for Applied Science and Technology - RCAST	G

Country Organization	Govt./Private Organization
Auckland, NEW ZEALAND R. Hill and Son - RHSL	P
Lagos State, NIGERIA Federal Institute of Industrial Research Oshodi - FIIR	G
Lahore, PAKISTAN Pak Book Corporation - PRC	P
Panama, PANAMA Grupo de Tecnologia Apropiada - GTA	P
Lima, PERU Servico, S.A. - SSA	P
Makati, Metro Manila, PHILIPPINES Technology and Livelihood Resource Center - TLRC	G
Lisbon, PORTUGAL Consulplano - CONSULPLANO	P
Colombo, SRI LANKA Sri Lanka Scientific and Tech. Info. Centre - STIC	G
Nykoping, SWEDEN Studsvik Energiteknik AB - Studsvik	P
Dar es Salaam, TANZANIA Tanzania Research Information Service - TNSRC	G
Bangkok, THAILAND Thailand Management Association - TMA	G
El Menzah, TUNISIA Marketing et Informatique en Tunisia - MIT	P
Ankara, TURKEY Scientific & Technical Research Council of Turkey - TUBITAK	G

Country  
Organization

Govt./Private Organization

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Caracas, VENEZUELA  
Economia Club - EEC

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Sanaa, YEMEN  
The Yemen Company for Investment and Finance, Ltd. - YCIF

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INTERNATIONAL AGREEMENTS  
COOPERATING AGENCY

PARTIES:

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and

National Technical Information Service  
U.S. Department of Commerce  
5285 Port Royal Road  
Springfield, Virginia 22161  
U.S.A.

TITLE:

Exchange of Technology through the Sale of  
NTIS Products and Services in -- and the  
Acquisition of Technical Information from  
--- Sources.

AGREEMENT NUMBER:

AUTHORITY:

This agreement is entered into under the  
terms of NTIS enabling legislation 15 U.S.  
Code 1151-1157 and 1525-1527.

This Agreement is entered into between the National Technical Information Service (NTIS), a primary operating unit of the United States Department of Commerce, located in Springfield, VA, U.S.A., and \_\_\_\_\_.

NTIS is authorized, by 15 U.S.C. 1151-1157 and Department of Commerce Organization Order 30-7A (April 9, 1976), to search for and collect scientific, technical, and engineering information from foreign and domestic sources. It is further authorized to make such information available to business, industry, and the general public either directly or through business services.

NTIS offers its products and services for sale on a self-sustaining basis and issues schedules of fees to achieve this end.

- is interested in opening new, public access to technical information products and services, developing local facilities for acquiring information, and promoting international recognition of local scientific, technical and industrial development.

- has the facilities, personnel, and expertise to assist NTIS in fulfilling its mission by searching for and identifying scientific, technical, and engineering information that is not generally available in the United States of America.

This agreement is entered into with the understanding that - will provide --- non-classified documents suitable for announcement and sale through the NTIS information system.

#### I. Authorization

- A. NTIS, for the duration of this Agreement, grants - authorization to promote and sell NTIS products and services. - shall act as an independent organization, buying and reselling NTIS products and services for its own account. It will not present itself as an agent under the control of NTIS.
- B. - will not promote or sell NTIS products or services to any government or citizen of any government identified by NTIS policy or regulation as being prohibited from receiving such materials.

Attachment #1 summarizes current restrictions. NTIS will notify - of any changes in these restrictions. - will, for a period of one year, maintain copies of invoices for inspection so NTIS can assure this agreement has been followed.

II. Pricing and Availability of NTIS Products and Services

- A. - will be entitled to purchase NTIS products and services at the standard North American selling price.
- B. The current NTIS Foreign and Domestic Price Directories, listing the NTIS products and services, are attached to this agreement. NTIS will supply - updated Directories when they are printed.
- C. NTIS, between editions of the Price Directory, may raise or lower its retail prices of any products or services. Where practical, NTIS will advise - at least sixty (60) days in advance of major price changes.
- D. NTIS will promptly advise - of additions and deletions of NTIS products and services available to - for promotion and sale.

III. Duplication

- may reproduce NTIS microfiche and paper products, except those copyrighted by parties other than NTIS (as indicated by copyright notices), provided that - pays NTIS 20% of the price listed in the current (at the time of sale) enclosed NTIS Foreign Price Directory. If requested by NTIS, - will make records available, during reasonable business hours, to a public accountant approved by NTIS, for the purpose of verifying reports and payments required for duplicated material.

IV. Customer Lists

- will maintain a list, updated annually, of the names and addresses of all customers for NTIS regular subscription and standing order services. This list will be made available to NTIS upon request.

V. Customer Service

- will provide customer service with respect to its sales of NTIS products and services. Such service includes receiving and forwarding to NTIS orders from customers; delivering NTIS products and services to customers; and handling customer inquiries and complaints.

VI. Order Transmittal to NTIS

- will submit customer orders to NTIS on order forms and in formats designed or approved by NTIS and provided at - expense. Orders may be transmitted to NTIS by mail (or hand delivery) to the following address:

National Technical Information Service  
Attention: Mildred Johnson  
5285 Port Royal Road  
Springfield, Virginia 22161

Orders also may be transmitted by Telex (number 64617, answerback COM NTIS) or Telecopier (703-321-8547); or by other means as agreed, including through online vendors.

VII. Order Fulfillment by NTIS

- A. NTIS will ship ordered products and services to - by air mail unless other arrangements are made for air freight or surface mail.
- B. The cost of all air shipments made by NTIS to - will be borne by -.
- C. NTIS will provide - with deposit account statements listing all products and services shipped during the applicable period.
- D. Title and risk of loss or damage to NTIS products and services shipped to - shall pass from NTIS to - at the time the items are delivered to the U.S. postal service or to the air cargo contractor in the United States of America.
- E. The above notwithstanding, NTIS, upon presentation of conclusive evidence by -, will replace without charge products or services that are unsuitable for sale due to poor printing or reproduction by NTIS, or are damaged in shipment due to improper packing by NTIS.

VIII. Acquisition of Technical Information

- A. - will, in consideration of the concessionary prices and authorization to reproduce technical reports granted by NTIS during the term of this Agreement, use its best efforts to locate sources of scientific, technical and engineering information in -- that is suitable for distribution by NTIS. It will assist NTIS (through negotiations with document sources and by other measures) obtain authority for



NTIS to distribute such information; and facilitate transmittal of such information to NTIS. - shall perform this function in close coordination with NTIS and shall keep NTIS informed of its plans and efforts in this regard. The primary interest of NTIS is in technical reports that are not normally available through commercial sources.

- B. Reports acquired by - will be submitted to NTIS, accompanied by a release executed by the appropriate copyright authority authorizing NTIS to reproduce and distribute the report(s) on a non-profit basis.
- C. Reports acquired and processed by NTIS under this Agreement will remain a part of the NTIS collection after the termination of this Agreement.

#### IX. Accounting

NTIS will maintain Deposit Account Number \_\_\_\_\_ for payments by, and charges and credits to, - under this agreement. Within twenty (20) days of the end of each calendar month during the term of this agreement, NTIS will mail - a statement indicating the status of the deposit account during the applicable month. Unless a performance bond is acquired as specified under Paragraph D, - should maintain sufficient advance balance in the deposit account to cover anticipated order costs for approximately three months. However, NTIS will extend credit to - in an amount equal to that secured by a performance bond in favor of NTIS. Upon securing an acceptable bond, payment will be due sixty (60) days from the date NTIS mails a deposit account statement to -. Failure to make payment within ninety (90) days will constitute a breach of contract curable under terms of Article XIII, Paragraph B. NTIS may, at its discretion, suspend processing of orders from - at any time when payments are overdue.

NTIS will charge - interest for amounts overdrawn beyond sixty (60) days in accordance with current U.S. Treasury regulations.

- B. Payments due to NTIS from - will be payable in United States dollars, drawn on a U.S. bank. Where applicable payment may be made by wire, Master Card, Visa, or American Express cards.
- C. - will be responsible for all bad debts incurred by its customers.

D. Performance Bond Requirement

NTIS will not extend credit to any Foreign Cooperating Organization beyond any amount guaranteed by a performance bond. Exceptions can be made for foreign government organizations or for agencies ordering less than \$1,000 per month.

Acceptable Performance Bonds

The requirement for a surety bond may be met in any of three ways:

1. The performance bond may be held by any company holding a certificate from the Secretary of the Treasury under 6 U.S.C. 6-13 as an acceptable surety on Federal bonds. Such companies are listed in Department of the Treasury Circular 570, which is appended to this agreement as Attachment A.
2. The amount of the bond may be deposited, in either cash or U.S. bonds, with the Department of the Treasury pursuant to 6 U.S.C. 15, or
3. The amount of the bond may be deposited as a letter of credit, payable to NTIS, with any National Bank within the United States. At the discretion of the National Bank, the letter of credit may be secured either by deposits or by a letter of credit from a correspondent bank abroad.

Terms of the Performance Bond

The performance bond shall be in the format approved by the Department of the Treasury, which is appended to this agreement as Attachment B. Upon demand, the bond holder shall pay the amount in arrears, plus any accrued interest, to NTIS. NTIS agrees that it will not draw upon the bond unless the account of the Foreign Cooperating Organization has been overdrawn for a period of ninety (90) days.

Should a Foreign Cooperating Organization's performance bond be withdrawn at any time, NTIS will immediately cease to extend credit to that organization.

X. NTIS Approval of Promotions

NTIS will ship a reasonable number of promotional materials to -. NTIS reserves the right to review and approve in advance, materials used by - to promote and sell NTIS products and services, as well as the right to instruct - to refrain from circulating or otherwise using specified promotional material.

XI. Disclaimer of Warranties

The United States Government, and any agency which is part of the U.S. Government, as well as its contractors, subcontractors, or employees, makes no warranty on its materials, express or implied, including any warranty of merchantability or fitness for a particular purpose. Neither does it assume any legal liability or responsibility for any party's use, or the results of such use, of any information, apparatus, product, or process disclosed in an NTIS information product or service. Also, it does not represent that the use of any such product or service by any party would not infringe privately-owned rights.

XII. Duration

This agreement will become effective when signed by both parties and remain in effect through December 31, 1987 unless terminated earlier in accordance with Article XIII or renewed in accordance with Article XIV.

XIII. Termination

- A. This Agreement may be terminated by NTIS or - by delivery of written notice to the other party. If the terms are violated by either party, it may be terminated in sixty (60) days. Otherwise, such termination will be effective not less than six (6) months following delivery of written notice.
- B. Any breach of this Agreement will be curable upon sixty (60) days written notice to the other party.
- C. In the event of termination or expiration, - will pay NTIS all sums owed within sixty (60) days, and will ensure the delivery of subscription products ordered prior to expiration or termination of the Agreement through their expiration dates. - will promptly transmit to NTIS a final list indicating names and addresses of all - customers for NTIS products and services and items ordered by each; and cease any previously authorized reproduction of NTIS products and services.

XIV. Renewal

NTIS and - will give consideration to renewing this Agreement on original or modified terms at least ninety (90) days prior to expiration.

XV. Disputes

NTIS and - will seek to amicably settle all problems which may be posed upon the implementation of the different clauses of the agreement. Every effort will be made to resolve each dispute through consultations between - and the Director (or his representative) of NTIS. Should resolution not prove possible, either party may terminate this agreement upon delivery of written notice to the other party.

XVI. Registration

- will arrange for, and bear the expenses of, any registration, notification, or recordation of this Agreement as may be required by authorities in --.

XVII. Program Expansion

In the interest of both parties, a mutual exchange of services that will enhance the fulfillment of this program may be negotiated and performed, subject to funding limitations.

These services may include makeup, printing, and distribution of local language promotional materials, equipment or consulting services.

Such services will be defined in separate task orders which will require the approval of the agreement's signatory authorities.

XVIII. Entirety of Agreement

This document constitutes the Agreement between the parties in its entirety and may not be modified except by mutual written consent of NTIS and -.

XIX. Organization Representatives

The following representatives will have general responsibility for administering activities under this Agreement:

For NTIS: Barbara F. Payne  
International Agreements Officer

For -:

XX. Authorized Signatories

This Agreement is executed by the duly authorized parties whose signatures are affixed below:

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For National Technical Information Service (NTIS):

NAME: David B. Shonyo

TITLE: Director, Office of International Affairs

DATE: \_\_\_\_\_

-----  
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

International Acquisitions (Memorandums of Understanding)

Netherlands - Twelve (12) participating organizations -  
government and academic institutions.  
Sample MOU attached.

1. Delft University of Technology, Delft ✓
2. Library of the Royal Netherlands Academy of Arts and Sciences, Amsterdam
3. Netherlands Bibliographical and Documentary Committee, Amsterdam
4. Fokker B.V., Schiphol
5. Gezondheidsraad (Health Council of the Netherlands)
6. National Aerospace Laboratory NLR
7. Netherlands Energy Research Foundation Petten, The Netherlands
8. Institute for Road Safety Research, Leidschendam
9. Centre for Technical and Scientific Information and Documentation, Netherlands Organization for Applied Scientific Research CID-TNO
10. Rijksuniversiteit Utrecht Universiteitsbibliotheek
11. University Library Utrecht
12. National Institute for Water Supply (RID)

MEMORANDUM OF UNDERSTANDING

between

National Technical Information Service (NTIS)

Springfield, Va., U.S.A.

and

Library of the Delft University of Technology

LIBDUT, Delft, The Netherlands

Pending a formal agreement between NTIS and the Government of The Netherlands, the following Arrangement will apply between the organizations named above, hereby stating that they will cooperate in this Arrangement, the so-called Netherlands' Participating Organisations Arrangement. This Arrangement is open to all Netherlands organisations. Under this Arrangement the following conditions are agreed upon by both parties:

1. The NPO's will provide to NTIS either directly or through other data base producers such as NASA, DOD, DOE, with technical reports produced by them and they will use their best efforts to make available to NTIS technical reports produced by other organisations in the Netherlands working within the same scope, or at least cooperate on this activity.
2. Reports furnished to NTIS under terms of this Arrangement, and which meet NTIS' acquisitions criteria, will be entered

into the NTIS Bibliographic Data File, announced in Government Reports Announcement and Index and, where appropriate, Abstracts Newsletter, and offered for sale to the general public on a not-for-profit basis.

Copyrighted publications from The Netherlands, which rarely occur, will either be accompanied by a release from the copyright-holder (\*\*NTIS is granted permission to reproduce and sell, on a not-for-profit basis. The publication(s) listed below\*\*) or be marked with a note, indicating how copies can be obtained. In the latter case NTIS may not reproduce that publication.

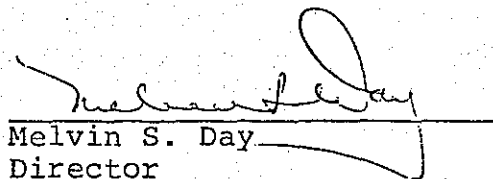
3. Entry of English-language reports into the Bibliographic Data File and entry of Dutch-language reports with an English-language abstract will normally be within eight weeks of receipt by NTIS. Entry of other Dutch-language reports may take somewhat longer.
4. All NPO's may purchase NTIS products and services at U.S. prices rather than the foreign prices.
5. All shipments from NTIS to the NPO's will be made to a single address in The Netherlands by air freight collect.
6. NTIS products obtained by the NPO's under the terms of this agreement may be reproduced and sold, in The Netherlands only, on a cost-recovery, not-for-profit basis without additional compensation to NTIS. This grant does



not apply to materials which are copyrighted by an entity other than NTIS.

7. This Arrangement may be terminated by NTIS or the NPO's by delivery of written notice at least thirty days in advance to the other party. After termination of this arrangement, the NPO's keep the right to reproduce and distribute NTIS materials obtained under this Arrangement. Likewise, NTIS keeps the right to reproduce and sell materials obtained under this arrangement. The terms specified in this arrangement remain applicable in both cases.

For NTIS:



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Melvin S. Day  
Director

For Library of the Delft  
University of  
Technology LIBDUT:



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dr J. Zandvliet  
Director