



**MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL CODE COUNCIL (ICC)
AND
SAUDI BUILDING CODE NATIONAL COMMITTEE (SBCNC)**

This MEMORANDUM OF UNDERSTANDING (“Memorandum”) is made this 5th day of June 2007, by and between the International Code Council (hereinafter referred to as “ICC”) and the Saudi Building Code National Committee (hereinafter referred to as “SBCNC”), each of which is also referred to individually as “Party” and both of which are also referred to collectively as “Parties”.

- A. WHEREAS**, ICC is the sole owner of the copyrights to the 2003 and 2006 *International Building Code*, 2003 and 2006 *International Fire Code*, 2003 and 2006 *International Mechanical Code*, 2003 and 2006 *International Fuel Gas Code*, 2003 and 2006 *International Plumbing Code*, and the 2003 and 2006 *International Existing Building Code* (collectively, the “2003 and 2006 ICC-Codes”), and acronyms “IBC”, “IFC”, “IMC”, “IFGC”, “IPC” and “IEBC”; and
- B. WHEREAS**, SBCNC, the sole owner of the SBC, desires to utilize, approve and codify building code standards which shall be in part based on the ICC-Codes, and publish them as the Saudi Building Code (the “SBC Code”); and
- C. WHEREAS**, SBCNC desires to publish and distribute the SBC in Arabic and English in both printed and electronic format.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the Parties agree as follows:

Article I. Scope and Objectives

ICC and SBCNC agree to cooperate in development of building codes, technical specifications and related areas.

The purpose of this Memorandum is to provide a framework for such cooperation.



Article II. Cooperative Activities

Cooperation shall consist of:

1. Development of building codes and specifications, such as preparation of technical information services, research results, and publications;
2. Training in various related fields within the Kingdom of Saudi Arabia and in the United States;
3. Organizing and conducting technical seminars, symposia and visits within the Kingdom of Saudi Arabia and in the United States;
4. Exchange of short term technical experts in support of activities related to various building codes and specifications;
5. Promotion of technologies, research, publication and services developed jointly or separately by the two parties.
6. Any other activities as may be deemed appropriate.

Article III. Joint Developmental Activities

1. Undertaking joint developmental work in various fields related to the activities of the two Parties.
2. Joint promotion of technologies, researches, publications and services developed by the two Parties.
3. The benefits from these activities will be shared between the two Parties on mutually agreed terms.

Article IV. Future Arrangements

Specific arrangements and any specific commitments of the Parties in connection with the matters identified in Articles II and III will be the subject of subsequent agreements between the Parties. This Memorandum does not create any legally enforceable obligations by either party other than what is expressly set forth herein.

Article V. Financial Resource Considerations

1. ICC hereby grants SBCNC a non-exclusive, non-transferable royalty free license to use and copy all or any portion of the 2003 and 2006 ICC-Codes and any standard referenced therein that is owned and published by ICC, in whole or in part, solely to create and publish the SBC Code in both English and Arabic, including the right to make such changes as SBCNC determines is required for the SBC Code.



2. ICC experts participating in programs in Saudi Arabia will be reimbursed by SBCNC for reasonable travel expenses, including but not limited to such as transportation, meals, time and lodging.
3. For training programs, technical seminars and symposium, ICC and SBCNC will negotiate appropriate fees prior to the implementation of these programs. Fees will be established to cover development cost, travel and other related expenses.
4. Either party may designate official representatives to represent their organization at technical seminars and symposium. Each organization may appoint up to 3 representatives who will be allowed to attend these events.
5. The SBCNC encourage engineers, professors and other individuals involved in the code industry to join ICC and become active member in the ICC activities.
6. SBCNC officials may attend ICC conventions at member rate and participate in all open meetings.

Article VI. Responsibility of Transmitting Information

Information transmitted by one Party under this Memorandum will be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use of, or the application by, the receiving Party or any third Party.

Article VII. Managing Coordinators

Each Party will designate a Managing Coordinator who shall be responsible for the negotiation of specific joint activities and shall serve as the point of contact for communications regarding administrative and liaison inquiries. This is not intended to inhibit in any way direct communication between cooperating scientists and engineers and advisors/technical coordinators on technical matters.

Article VIII. Periodic Reporting

The Managing Coordinators will jointly prepare an annual report summarizing accomplishments of the program that will be prepared for public distribution by the Parties.

Article IX. Use of ICC Property

SBCNC shall indicate in the SBC Code the complete names of the ICC Codes and standards utilized in part or in whole for the preparation of the SBC Code under this Memorandum. ICC is not responsible or liable in any way to SBCNC or to any other party or entity for any modifications done by SBCNC. The preface of the SBC will include a statement that “International Code Council (ICC) grants permission to the SBCNC to include all or any portion of material from the ICC codes and standards in the



SBC, and ICC is not responsible or liable in any way to SBCNC or to any other party or entity for any modifications or changes that SBCNC makes to such documents.”

Article X. Entry into Force, Termination and Renewal

This Memorandum shall enter into force upon signature by both Parties and shall remain in force for three years. However, the Memorandum may be amended or extended by written agreement of the Parties. The Memorandum may be terminated for any reason by either Party by giving 60 days written notice to the other Party. Specific assignments or projects that may be underway at the time of termination of this Memorandum will continue unless either Party decides otherwise.

Article XI. Authenticity

Two copies of this Memorandum shall be executed by the Parties, and each Party shall receive one original.

Article XII. Laws

Activities/cooperation undertaken under this Memorandum of Understanding will be in accordance with the laws of the United States and the Kingdom of Saudi Arabia.

ICC

SBCNC

Richard P. Weiland
Chief Executive Officer of ICC

Mohammed Al Nagadi
President of SBCNC

Date

Date