



Memorandum of Understanding

Between:

International Association of Fire Chiefs
4025 Fair Ridge Drive, Suite 300
Fairfax, VA 22033
United States

- and -

Netherlands Fire Service
Postbus 7010
6801 HA Arnhem
003126 355 24 00
netherlandsfireservice@brandweernederland.nl

(the "IAFC" and "Netherlands Fire Service"
collectively known as the "Parties")

1. Purpose:

This Memorandum of Understanding (“MOU”) is intended to outline the understanding and responsibilities of the International Association of Fire Chiefs and the Netherlands fire service, NL to undertake the sharing of research and data for the mutual benefit of reducing the risks of fire in communities of partner countries (the “Project”).

2. Roles and Responsibilities:

Responsibilities of the International Association of Fire Chiefs (hereafter called “IAFC”) and of the Netherlands fire service, NL(hereafter called “NLFS”). The Parties agree as follows:

- To facilitate the sharing and dissemination of knowledge through research hubs and portals, subject to necessary resources;
- To facilitate research opportunities and data sharing;
- To share web-based information across organizations
- To facilitate exchange of faculty and students for the purposes of teaching, study, and research;
- To expand the sharing and dissemination of knowledge with other partner countries beyond the Netherlands and the USA for the benefit of reducing risk to our communities;
- To identify international funding opportunities, to facilitate research and data sharing for the mutual benefit of increasing firefighter safety, and reduce risk from fire to our communities;
- To facilitate virtual meetings as required for the purpose of developing and promoting the Project;
- To communicate openly about any concerns regarding the progress of the Project and identify any concerns, issues or opportunities as soon as practicable; and
- To adhere to all relevant laws and statutory requirements, data protection and freedom of information legislation that may apply to the Project.

3. Conflict Resolution:

The Parties shall carry out all the activities under this MOU in good faith and shall make every reasonable effort to accomplish the tasks outlined herein. In the event of a dispute arising under the terms of this MOU, then the Parties agree to initially negotiate in good faith and use their respective best efforts to resolve the matter in a fair, reasonable, and timely manner.

If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a third party or requests for information made under applicable legislation) in relation to the Project, the matter shall be promptly notified to the other Party (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project or the other Party, without the prior approval of the other party.

4. Confidentiality:

The Parties acknowledge that they will be dealing with sensitive and in some cases confidential information in the undertaking of the Project. The Parties agree to use the same degree of care to protect and safeguard the confidentiality of such confidential information as it would use and protect and safeguard the confidentiality of its own proprietary information.

If a Party shares with the other party such information that it knows to be confidential or subject to any restriction it shall use all reasonable endeavours to bring that information to the other Party's attention.

Neither Party shall publish or disseminate the confidential information of the other Party without the express written consent of the other Party and are subject to such reasonable restrictions as to its use or distribution as the other Party shall see fit.

5. Copyright:

Copyright will be held in accordance with the policies and procedures of each Party and in particular the research carried out by any researcher engaged by the University shall hold their own copyright.

Any other intellectual property rights created in the course of the Project shall vest in the Party whose employee created them.

6. Term:

This MOU shall commence on 01 August 2017.

This MOU and the basis of the Project shall be reviewed on an annual basis by both Parties.

This MOU may be amended by either party provided that such amendment is agreed by both Parties and each shall sign a notice of amendment recording such changes to this agreement or the Project, which shall be served 30 days before the date on which the amendment is to take effect.

Either Party may terminate this MOU by giving at least 30 days' notice in writing to the other Party.

7. Costs and Liabilities:

Each Party will be responsible for meeting their own costs to facilitate the objectives of the Project.

Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither Party intends that the other Party shall be liable for any loss it suffers as a result of this MOU other than any losses or liabilities a Party may suffer arising out of a breach of clauses 4 or 5 by the other Party.

8. MOU Non-Binding:

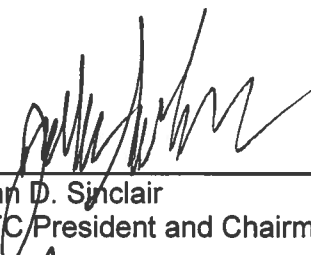
This MOU is not intended to constitute a binding agreement. The exchange of this MOU between the Parties commits each of them to use reasonable efforts in good faith to establish a working relationship for the benefit of undertaking the sharing of research and data in line with the stated purpose above.

Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorize either of the Parties to make or enter into any commitments for or on behalf of the other Party.

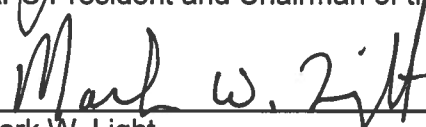
The undersigned agree to all the principles outlined in this MOU dated 1 August 2017.



Stephan Wevers
Fire Commandant of the Netherlands



John D. Sinclair
IAFC President and Chairman of the Board



Mark W. Light
IAFC CEO and Executive Director