



15 Belgrave Square,
London SW1X 8PS, UK.
Tel: 071 259 6755 Fax: 071 235 6976

Vice-Presidents:

Dr Satoru Tohyama
Professor Dr-Ing Dietrich Stein

INTERNATIONAL SOCIETY FOR
TRENCHLESS TECHNOLOGY

Chairman: Michel G Memet IPC
Chairman Emeritus: E W Flaxman FEng
Secretary: Colonel J.L. Sutro OBE MC

25 October 1994

AFFILIATION AGREEMENT

Preamble

1. This Agreement is made between the International Society for Trenchless Technology (ISTT) whose Registered Office is at 15, Belgrave Square, London SW1X 8PS, UK and the Czech Society for Trenchless Technology (CZSTT) whose Registered Office is at Belohorska 157, 169 00 Praha 6, Czech Republic.
2. ISTT is a non profit making organisation with the principal aim of advancing the science and practice of Trenchless Technology for the benefit of the public and the environment. ISTT is not a Trade Association and membership is open to anyone who has an interest in Trenchless Technology. Any surplus funds generated by the Society's operations cannot, by law, be distributed amongst the Society's members.
3. CZSTT is a non profit making organisation with a similar principal aim. CZSTT is not a Trade Association and membership is open to anyone normally resident in the Czech Republic who has an interest in Trenchless Technology. Any surplus funds generated by the Society's operations may not be distributed amongst the Society's members.
4. ISTT and CZSTT have common aims concerned with advancing the science and practice of trenchless installation, renovation, repair, maintenance and replacement of utility services generally smaller than man-entry size and with non-intrusive methods of locating and mapping existing buried services and obstructions. They have entered into this Affiliation Agreement to regulate the relationship between them.
5. CZSTT and other Regional/National Societies with which ISTT has concluded similar Agreements will hereinafter be referred to as "Affiliated Societies".

Duration of Agreement

6. This Agreement shall come into force on signature.
7. This Agreement shall continue in force until either party has given four months notice to the other of its intention to withdraw. If on the expiration of the four months notice period the two parties have not reached a continued agreement, this Agreement shall become null and void and the obligations and rights of both parties under it shall terminate forthwith save for any liabilities existing prior to termination.

Membership

8. Members of CZSTT will automatically become members of ISTT. CZSTT will recruit its membership generally from within the Czech Republic. Members of ISTT who have addresses in the Czech Republic will be notified by ISTT of the existence of CZSTT and told that their membership will be available only through membership of CZSTT and that membership of CZSTT ensures that they automatically remain members of ISTT.

Activities

9. CZSTT may arrange regional, national and local No-Dig events, site visits and other activities in the Czech Republic as it thinks fit.
10. International No-Dig events (defined as events at which there is simultaneous translation into a second language) will be arranged according to a programme decided upon by ISTT's Board of Directors (hereinafter referred to as the Board). If the Board and CZSTT agree that an International event shall be held in the Czech Republic the organisation will be carried out jointly by the parties thereto to an agreed budget and financial responsibility including any surpluses or losses generated will be shared equally between them unless other arrangements are agreed.

Collaboration

11. ISTT and CZSTT will collaborate in promoting the exchange of ideas and experience on trenchless technology: they will encourage reciprocal facilities for members: and they will exchange feedback about No-Dig events.
12. CZSTT will forward to ISTT in accordance with a timetable established by the Board an Annual Report on its activities and ISTT will help promote the activities of Affiliated Societies.
13. CZSTT will inform ISTT of any proposals which might affect ISTT, other Affiliated Societies or members of ISTT in other countries, so that they are discussed and agreed in advance: the object being to allow the Board to ensure that the activities of ISTT and all the Affiliated Societies are co-ordinated and competition avoided. In particular ISTT and CZSTT will not, without the consent of the other party initiate or support any event in the same Continent as an International No-Dig event within a period of four months before or four months after that International No-Dig event.

The Society's magazine and other publications

14. Members of CZSTT will be entitled to receive ISTT's magazine and other regular publications including the Year Book.

15. ISTT will promote and publicise the activities of CZSTT in the magazine and elsewhere.
16. CZSTT will provide assistance to the Editor of the magazine with the object of keeping him informed of activities of interest in the Czech Republic.
17. CZSTT will not launch or encourage the launch of any new English language magazines in this field without consultation. If CZSTT wish to have another language edition of the magazine, ISTT will arrange with the publishers for syndication, the expense of which will be borne by CZSTT.
18. ISTT will arrange for the publication of an annual Year Book which will include listings of all members of Affiliated Societies including members of CZSTT, details being provided to ISTT in a common format and in accordance with an agreed timetable.

Director

19. CZSTT shall have the right throughout the duration of this Agreement to nominate one Director to the Board of ISTT. The nominated Director shall endeavour to act in the best interests of both CZSTT and ISTT.
20. An Executive Sub-Committee (ESC) of the Board of Directors will be formed for the day to day running of the Society. The ESC will be Chaired by the Chairman of the Society and the composition will consist of a number of Directors from more than one country. The ESC will have full delegated power to act for the Board and be answerable to the Board. Agendas and Minutes of the Executive Sub-Committee will be circulated to all members of the Board who have the right to be present if they so wish. Any decision must be taken by a quorum and this is deemed to consist of a minimum of two Directors from two separate countries.
21. Any proposal for a change in the nomination of Directors on the Board from any country shall be circulated to the Directors at least two months in advance of a meeting of the Board.

Financial

22. CZSTT will pay to ISTT by 1 April each year or as soon as possible thereafter an Affiliation Fee for an amount agreed by the Board for that year. Included in this fee is the cost of distributing one copy of the magazine, year book and other material to Corporate and Individual Members. The agreed fee until 1995 is £45 for each Corporate Member and £16 for each Individual Member registered with CZSTT at 1 April of that year.

23. Expenses of the Director nominated by CZSTT will be met by CZSTT.

Language

24. The working language of the Society is English. At international events, simultaneous translation may be provided depending on the need. Conference papers may either be in English only or English and the language of the country where the event takes place. Communications between CZSTT and ISTT shall be conducted in English.

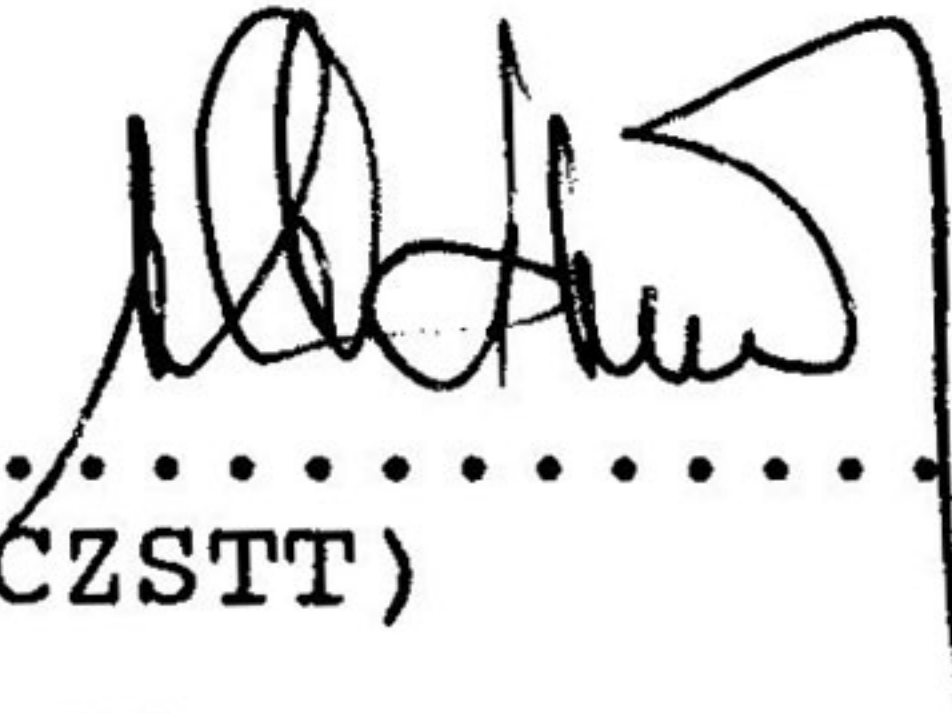
Arbitration

25. Every effort will be made to resolve disputes by means of conciliation. However, should this not be possible, the full Board of Directors of ISTT will adjudicate in such matters.




Česká společnost pro bezvýkopové technologie
Czech Society for Trenchless Technology
169 00 Praha 6, Bělohorská 157

Signed
(For CZSTT)



Date 5. 11. 94

Signed
(for ISTT)



Date 08. 11. 94