

TECHNOLOGY EXCHANGE MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF TRANSPORTATION OF
THE UNITED STATES OF AMERICA AND
THE GENERAL DIRECTORATE OF HIGHWAYS OF
THE REPUBLIC OF TURKEY

Representatives of the Department of Transportation, United States of America, through the Federal Highway Administration hereinafter referred to as the "FHWA," and the General Directorate of Highways - Turkey, hereinafter referred to as the "KGM," have agreed to initiate a program of cooperation in highway technology.

I. PURPOSE OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) establishes the terms and conditions under which FHWA and KGM may exchange technical information to improve highway transportation.

II. AREAS OF COOPERATION

The FHWA hereby agrees to provide technical assistance in the fields of traffic operations, highway operations, highway design, highway and bridge rehabilitation, control of the quality of construction materials, maintenance, control of construction projects, and such areas as may be agreed.

III. SCOPE OF WORK

Provision of specific technical assistance shall be initiated by a written request to FHWA by KGM. After review of the KGM's request, FHWA shall, if it deems the assistance to be appropriate and feasible, develop a work plan budget for KGM approval.

KGM shall provide any additional information or clarification requested by FHWA to assist in its review of the request.

IV. DEVELOPING LINKAGES BETWEEN U.S. HIGHWAY INSTITUTIONS AND KGM

The FHWA will provide advice and assistance to KGM in developing cooperation in highway technology with other U.S. Government, state and local agencies, the U.S. private sector and the academic community. FHWA will provide facilitative assistance to KGM in contracting for the services, supplies, and equipment it requires.

V. FUNDING

To carry out the agreement, KGM shall advance to the FHWA a sum sufficient to fund the budgeted amount of the task order. The FHWA shall deposit these funds into a Trust Fund account at the U.S. Department of the Treasury for the purpose of providing technical assistance to KGM. Periodically, FHWA shall submit to KGM for replenishment, an itemized billing of expenses incurred, which is certified by an authorized representative of the FHWA. The KGM shall submit a replenishment check which the FHWA will deposit into the special Trust Fund account for use on additional tasks.

VI. REIMBURSEMENT OF COSTS TO FHWA

All travel costs incurred by FHWA employees or its assignees must be paid by the FHWA from funds advanced from KGM and deposited into the Trust Fund account established at the U.S. Department of the Treasury for the purpose of providing technical assistance. Travel-related costs, except for travel in Turkey, shall be reimbursed from the account in accordance with U.S. travel regulations established by the U.S. Department of State.

VII. PRIVILEGES AND IMMUNITIES

KGM agrees to hold harmless employees of FHWA assigned to the assistance effort against claims of third parties for personal injuries and/or property damage which may occur in connection with any operations necessary to the project.

VIII. LOCAL SERVICES

KGM agrees to provide the following to FHWA personnel assigned in Turkey under this MOU:

- a. Office space, classrooms, furniture, and equipment
- b. Necessary stenographic and clerical assistance
- c. Transportation for official travel in the country
- d. Translation and interpretation between English and Turkish languages.

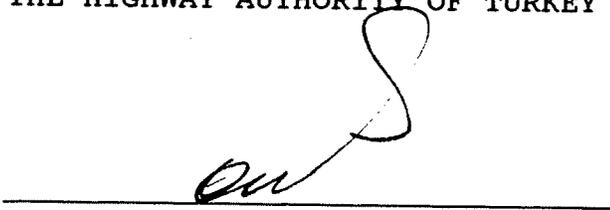
IX. EFFECTIVE DATE

This MOU shall enter into force when signed by both Parties, and shall remain in force for two years. By mutual agreement, this MOU may be amended or extended. It may be terminated at any time by either Party on ninety (90) days' written notice. Any such termination shall not impair any obligation or commitments incurred by either Party up to and including the effective date of termination.

Done in duplicate at ^{Ankara} ~~Washington~~ this 5th day of March, 1990

FOR THE DEPARTMENT OF
TRANSPORTATION OF THE
UNITED STATES OF AMERICA

FOR THE DIRECTORATE GENERAL OF
THE HIGHWAY AUTHORITY OF TURKEY



Thomas D. Larson
Administrator
Federal Highway Administration

Atalay Coskunoglu