

SOCIETY POLICY

AGREEMENTS OF COOPERATION AND AFFILIATION BETWEEN ASME AND OTHER ORGANIZATIONS BASED OUTSIDE THE UNITED STATES

I. PREFACE

Article C2.1.1 of the Constitution lists, among others, the following purposes of the Society: "Promote the exchange of information among engineers and others"; and "Broaden the usefulness of the engineering profession in cooperation with other engineering and technical societies." A variety of Society activities directed toward realization of these purposes are carried out through inter- and multi-society committees with ASME representation. Another means for carrying out these purposes are found in formal agreements of cooperation and/or affiliation with engineering and scientific societies or other organizations.

II. PURPOSE

To provide a uniform guide containing the minimum essentials for agreements while including the flexibility necessary to meet the various arrangements consistent with the uniqueness of the separate organizations and the extent of the relationship.

III. POLICY

- A. It shall be the policy of the Society to encourage the development of formal agreements of cooperation and affiliation between ASME and other organizations, including individual societies and multi-society groups. For such agreements to be considered the following criteria shall be satisfied to some reasonable extent:
1. The agreement furthers the purposes of the Society as defined in the Constitution and By-Laws and as expanded by policy statements of the Society.
 2. The agreement is with a not-for-profit organization with purposes and objectives which are common or compatible with those of the Society and which has levels of professionalism similar to those of the Society.
 3. Agreements with membership societies shall be limited to those with reasonably equivalent and compatible membership qualifications. ASME membership criteria shall not be affected by the agreement.
 4. The agreement results in explicit advantages to each party.

- B. For agreements with membership societies, ASME may offer an associate service, varied in accordance with grades of membership, to members of the other society at a membership level of interest and potential use of an equivalent service available to ASME members. The level of associate service shall be no higher than that furnished to Affiliate members of ASME and the fee for the service is to be determined to be consistent with costs associated with services available to that grade of membership.
- C. The agreement must ensure that all ASME members are treated alike, independent of age, race, color, ethnicity, sex (including pregnancy), gender, gender identity, gender expression, national origin, citizenship status, religion, sexual orientation, disability, and veteran or military status.
- D. The agreement shall endorse the principle of unrestricted participation of citizens of all nations at international conferences. ASME may decline to participate in an international meeting if it considers any restrictions on the attendance of participants as too inhibiting.
- E. The agreement shall specify in full the areas of agreement, methods of cooperation, respective rights and privileges of the parties entering into the agreement and the rights and privileges of the members of each organization.
- F. The agreement will include no restrictions on ASME's interest or potential interest in establishing geographical or technical membership units of its members or in developing similar agreements with other organizations.
- G. For agreements of cooperation with engineering societies of other countries, it is suggested that the agreement be based on the Model Agreement, which is a part of this Society Policy. However, agreements may be particularized as seems useful or required by special conditions related to a specific organization.
- H. The copyright policy of one organization must be respected by the other organization.
- I. The intellectual property of one organization may not be republished by the other organization without first obtaining written permission from the originating organization.
- J. The agreement may provide periodic meetings of designated representatives of both organizations. At least two persons from each organization shall be appointed by the respective governing bodies, one of whom shall be the chief staff officer of that organization or his or her designated representative. These meetings shall take place not less frequently than every three years and a report of the meeting shall be provided to the Committee on Organization and Rules.
- K. The agreement may provide for a committee on coordination for implementation and coordination of inter-organization events and actions. This coordinating committee shall be composed of at least two members from each organization. For ASME the members of the coordinating committee will be appointed by the Committee on Organization and Rules.

The committee on coordination shall select a chair and a secretary and provide an annual activities report to the Committee on Organization and Rules.

If the expected level of inter-organization activities does not warrant the appointment of a committee on coordination, each organization shall appoint one member to act as liaison. This person, together with his or her counterpart from the other organization, will perform the same function that is expected from a committee on coordination.

- L. Each agreement shall include provision for amendment and termination.
- M. Monitoring the agreements and reviewing them periodically, to evaluate the attainment of purpose and effective operation, shall be the responsibility of the Executive Office. Any difficulties or problems are reported to the affected Society units for resolution.
- N. The Executive Office may recommend amendments to an agreement or its termination and transmit those recommendations to the Committee on Organization and Rules for review and action by the Board of Governors.
- O. The agreement shall not inhibit the independence or autonomy of either party and shall assure that ASME shall not be responsible for actions of the other organization.
- P. Any proposed agreement or protocol setting forth an agreement is neither valid nor binding until approved by the ASME Board of Governors.

IV. PROCEDURE

- A. A recommendation for development of a formal agreement of cooperation or affiliation may be made by any individual or group, internal or external to ASME.
- B. The recommendation shall be referred to the Committee on Organization and Rules for its consideration.
- C. After consulting all ASME units having responsibility or interest which might be affected by the proposed agreement and working with its counterpart in the organization, a proposed agreement shall be submitted to the Committee on Organization and Rules for its consideration. If and when the Committee on Organization and Rules is satisfied with the proposed agreement, the Committee on Organization and Rules will submit the agreement to the Board of Governors with a recommendation for approval.
- D. Agreements of cooperation or affiliation shall be maintained in a file which is kept current by the executive office of ASME. The files should also contain supporting and historical material.
- E. A listing of all agreements of cooperation or affiliation shall be maintained on the ASME internet site.

V. MODEL AGREEMENT

By this Agreement, _____() and the American Society of Mechanical Engineers (ASME) establish a cooperative relationship in their areas of interest devoted to the promotion of the art, science and practice of mechanical engineering.

This Agreement sets forth the general principles which the parties propose to follow as they cooperate in the exchange of information and knowledge in order to promote the art, science and practice of mechanical engineering. The parties may from time to time also enter into agreements of cooperation with other organizations with respect to these matters.

No joint action will be allowed that would violate the laws and regulations of either country.

Each organization will respect the copyright policy of the other organization and agrees that intellectual property will not be republished without prior written permission from the originating organization.

Both organizations endorse the principles of unrestricted participation of citizens of all nations at international conferences. The intent for conferences administered or endorsed by both organizations shall be to secure freedom of citizens of all nations, irrespective of race, creed, color, religion, or political belief to enter either country for the purpose of attending such a conference. Both organizations will make every effort to comply with this policy unless such compliance is in direct conflict with the laws, regulations, or stated government policy of either country.

It is understood that either organization may decline to participate in international meetings or conferences where they consider such restrictions to be too inhibiting.

The following are the specific terms of this Agreement.

A. MEMBER ACTIVITIES

1. Attendance at Meetings

Members of each organization are welcome to attend and participate in conferences and general meetings of the other organization. As long as participants pay all relevant fees and meet all stated event requirements, there will be no restriction on their presence at such events.

2. Publications

Each organization's publications shall be available for purchase to members of the other organization.

3. Membership

All who are members of one organization and who meet the membership requirements of the other organization may apply for membership in that organization without need for formal references and without payment of initiation, application, or entrance fees. Instead of formal references, an applicant shall obtain certification of his or her membership from the chief staff officer of the member's own organization.

Each organization shall elect on a complimentary basis the chief staff officer of the other organization to the grade of membership for which he or she is qualified.

There are no restrictions on either organization in establishing geographical or technical membership units of its members or in developing similar agreements with other organizations.

4. Student Participation

If both organizations have student members, each organization will endeavor to gain the participation of the engineering student members of the other organization when student organization interests and the event warrant cooperation.

5. Identification

Members of each organization using the privileges under the Agreement shall furnish appropriate evidence of membership in their organization. This is especially important for attendance at meetings and for the purchase of publications.

B. ORGANIZATION ACTIVITIES

1. Observers

The governing body of each organization shall name a member who may be invited as an observer to those meetings of the governing body of the other organization at which matters of mutual interest to both organizations are to be discussed.

2. Communications

Each organization shall provide to the other organization advance announcements of conference programs, future meeting dates and locations, calls for papers, and news of mutual interest which the other organization may wish to publicize in its journals and newsletters.

To facilitate such exchange of information and to implement and coordinate interorganization events and actions, each organization shall appoint a coordinating committee of at least two members, or a liaison, to establish and maintain an active communication channel during the life of this Agreement.

3. Technical Publications Depositories

Each organization may designate a library in the country of the other organization as a depository for its technical periodical publications on a reciprocal complimentary basis. Selection of the library shall be made with the recommendation and advice of the other organization and shall take into consideration the existence of organizations which already participate on a fee or exchange basis. Such periodicals shall include material normally provided all members of each organization as a part of their membership and copies of technical journals published on a serial basis, if appropriate.

4. Technical Activities

Each organization shall encourage its technical units to involve the related units of the other organization in international events for the exchange of technical information. If one organization plans to hold an event in the country of the other organization, it shall offer to involve the other organization at a level appropriate to the particular circumstances of the event. A written understanding of mutual responsibilities shall be exchanged between the two organizations during the early planning stages for each event. The various levels of involvement are sponsorship, co-sponsorship, and participation. (See P-12.1, Business Practices of Conferences and Events.)

C. REVIEW, AMENDMENT, AND TERMINATION

The terms of the Agreement shall be reviewed by each organization triennially to make sure that it is fulfilling its purpose and is working well. Amendments to the Agreement may be proposed at any time but will not be valid until they have been approved by the governing bodies of both organizations.

The Agreement may be terminated by either organization six months after having provided a written notice to the other organization.

D. RATIFICATION

Any proposed Agreement or protocol setting forth an Agreement is not valid or binding until approved by each organization's established procedures.

Responsibility: Committee on Organization and Rules

Adopted: June 14, 1959

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June 1975
June 10, 1983
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March 6, 1986
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