

**Non-binding Memorandum of Understanding
Between
The George Washington University, on behalf of its
College of Professional Studies, Sustainable Urban Planning Program
And
The Korea Research Institute for Human Settlements, Republic of Korea**

This Non-Binding Memorandum of Understanding (Non-Binding MOU) is entered into this 13th day of September 2012, by and between the George Washington University (GWU), on behalf of its College of Professional Studies (CPS), Sustainable Urban Planning Program (SUP), and The Korea Research Institute for Human Settlements (KRIHS).

The objective of this Non-Binding MOU is to memorialize the parties' intent to explore collaboration for the purpose of encouraging direct contact and cooperation between their faculty members, staff, departments, and research centers focused on national and international development policy. Priority will be given to identifying mutually beneficial research and teaching activities focused on sustainable urban development — these activities will be subject to the availability of funding and other resources, plus the development of specific binding agreements. Toward the goal of establishing a framework for ongoing engagement, both SUP and KRIHS intend to explore the following general forms of cooperation:

- Joint research and publication activities.
- Exchange of invitations to scholars for lectures, talks, and sharing of experience.
- Exchange of invitations to scholars to participate in scientific meetings, colloquia, and symposia.
- Exchange of data and other information relevant to the interests of SUP and KRIHS.
- Exchange of SUP faculty and KRIHS research staff for the purpose of facilitating in-person teaching and research.

This Non-Binding MOU does not constitute and will not give rise to any legally binding obligation on the part of either party to collaborate or cooperate on any of the items stated above. The parties agree that any binding terms and conditions regarding such collaboration or cooperation including, but not limited to financial terms, will be set forth in a definitive written agreement to be executed by authorized representatives of the parties.

This Non-Binding MOU shall become effective upon the date of signature by appropriate representatives of GWU and KRIHS and shall continue for a period of one (1) year. The term of this Non-Binding MOU shall expire on the earlier of (i) the effective date of a definitive agreement between the parties or (ii) September 13, 2013. The term of this Non-Binding MOU may be extended or terminated by mutual agreement in writing by the parties. It is further understood that specific activities will be subject to their own individual binding agreements.

For purposes of this Non-Binding MOU, all communications should be directed to:

For GWU:
Dr. John Carruthers
Director, Sustainable Urban Planning
Program
College of Professional Studies
The George Washington University



For KRIHS:
Dr. Jincheol Jo
Vice Director, Global Development
Partnership Program,
Korean Research Institute for Human
Settlements



Neither party shall use the registered marks of the other party without the prior written consent of the other party in each instance. GWU shall control the use of the names The George Washington University, including associated trademarks and service marks. KRIHS shall have the right to use these names and marks for purposes of performing its obligations under this Non-Binding MOU but only with GWU's prior written consent in each instance. In the event of a dispute with respect to this section, such dispute shall be governed by U.S. law.

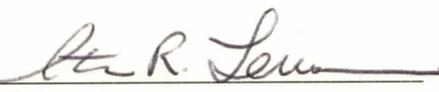
The parties wish to explore a potential business relationship in connection with which Confidential Information (defined as any non-public information, including, but not limited to financial terms and customer lists) may be shared between GWU and KRIHS. Each party agrees not to use any Confidential Information disclosed to it by the other for its own use or for any purpose other than to carry out discussions concerning this Non-Binding MOU.

The terms of this Non-Binding MOU shall be governed by and construed in accordance with the Laws of the District of Columbia without regard to its principles for conflicts of law, as if such Non-Binding MOU were executed and performed within the District of Columbia.

Each party agrees that, in connection with this Non-Binding MOU, it will take no action, or omit to take any action, which would cause another party to be in violation of the applicable laws and regulations of the United States, including, but not limited to the U.S. Foreign Corrupt Practices Act, U.S. anti-boycott laws, and U.S. export control laws, or the applicable laws of the Republic of Korea. Each party agrees that, in connection with this Non-Binding MOU, it will not offer, give or promise to give, directly or indirectly, anything of value to any government official, political official, political candidate, or employee thereof or to any third party while knowing that such item of value or any portion thereof may be offered, promised or given to a government official, political party official, political candidate or employee thereof, for the purpose of obtaining or retaining business or to secure an improper advantage.

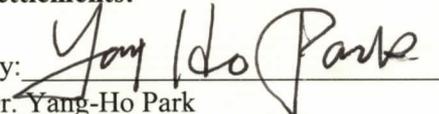
The undersigned individuals represent and warrant that they are duly authorized to execute this Non-Binding MOU.

For The George Washington University:

By: 
Dr. Steven Lerman
Provost and Executive Vice President for Academic
Affairs

Date:

**For The Korea Research Institute for Human
Settlements:**

By: 
Dr. Yang-Ho Park
President

Date: