

Memorandum of Understanding Joint Editorial Board for International Law

This Memorandum of Understanding between the National Conference of Commissioners on Uniform State Laws (NCCUSL) and the American Bar Association Section of International Law (ABA International), jointly referred to herein as the "founding organizations", governs the formation and operation of the Joint Editorial Board for International Law (the "Board"). The terms of this Memorandum of Understanding are as follows:

1. **Members.** The Board shall consist of six members from the founding organizations, three from NCCUSL and three from ABA International. Each founding organization shall determine the manner by which it appoints its members, and the term(s) of service for such members. A member may be appointed to successive terms without limit. The Board shall select its own Chair or Co-Chairs and may adopt such procedures as may be necessary for its administration. Unless otherwise provided in this memorandum, all decisions shall be made by majority vote. Members will receive no compensation for their participation on the Board.

Other organizations may appoint members if each of the founding organizations approves. The Board may consider the addition of liaison representatives to the Board. A liaison representative shall represent an organization that is not a founding organization, but that has an interest in a relevant legal subject. A liaison representative may participate in meetings and communications on topics that the Board is considering. Neither the Board nor any founding organization is responsible for expenses incurred by any liaison representative for Board purposes. Liaison representatives may not vote on issues that the Board considers. Liaison representatives may be appointed without any financial contribution to the Board.

2. **Independent Consultants.** The Board may contract with consultants only if approved by each of the founding organizations. Any person so engaged shall be an independent contractor and not an employee of the Board or any of the founding organizations. The Board shall negotiate compensation for any person engaged as a consultant, but must obtain the approval of each of the founding organizations before compensation is fixed. Compensation for consultants may be presented as part of the process of obtaining approval of the Board's annual budget.

3. **Purposes.** The purpose of the Board is to facilitate the promulgation of uniform state laws consistent with US laws and international obligations dealing with international and transnational legal matters, to advise NCCUSL with respect to all aspects of international and transnational legal matters that have the potential to impact upon subject areas in which NCCUSL has promulgated, or might reasonably promulgate, a uniform or model act, to inform and assist the US Government with respect to the negotiation of international treaties and agreements taking into consideration where appropriate the laws, experience and perspective of the states, to promote the principles of the rule of law and for the attainment of uniformity of legal provisions world-

wide, and to further the aims and objectives of NCCUSL and ABA International as set forth in their respective constitutions and bylaws.

4. Finance: Administration. The Board shall determine its own yearly budget in consultation with each of the founding organizations and shall submit that budget for each founding organization's approval. Although each founding organization retains the right to determine the amount of any annual contribution to the Board, it is contemplated in ordinary circumstances that there will be annual contributions adequate to fund the tasks of the Board, and that the contributions of each founding organization will be equal. Contributions from each founding organization, not to exceed \$5000 per year for each, unless otherwise agreed, will be determined in accordance with the procedures of each founding organization, after consultation with the other founding organizations, and within annual budgets, and will be used to further the purposes of the Board as set forth herein. Except for the service charge payable to NCCUSL as described herein, each founding organization's contribution shall be used to defray the expenses of its own representatives and members relative to the work of the Board. To the extent that the contribution of any founding organization is not fully used in any annual period, the contribution of that party for the next succeeding year will be reduced by that amount remaining.

NCCUSL agrees to act as the treasurer and administrator for funds contributed to the Board by the founding organizations, and funds paid to NCCUSL for the Board will be designated for Board purposes in NCCUSL's books. NCCUSL shall be responsible for organizing meetings and paying Board expenses as provided in each annual budget. Board members shall be subject to NCCUSL's rules for reimbursement of expenses and shall submit expense vouchers to NCCUSL. Unless specifically provided for in the Board's annual budget, any expenses incurred on behalf of the Board shall not be reimbursed without prior approval of the Board Chair, in consultation with the Chair of NCCUSL's Executive Committee. NCCUSL may make a reasonable charge for services it performs as treasurer and administrator for the Board, provided that such charge shall not exceed 5% of the Board's annual budget.

Every member is subject to an obligation of good faith in the conduct of the affairs of the Board. No member may obligate the Board to any contractual obligation without the consent of a majority thereof, and such consent must be in writing or acceptable electronic record. No member or founding organization owes any fiduciary obligation to any other member or founding organization.

5. Meetings. The Board shall meet at least once a year, unless the Board Chair, in consultation with the Chair of NCCUSL's Executive Committee, determines that a meeting is not warranted. The Board may also meet at such other times as provided in the annual budget and as the Board deems advisable. At any meeting, the Board shall review such business as is brought before it and may consider any other matters appropriate for its consideration. Meetings may be in person or by teleconference or other electronic means or by a combination thereof. Notice of meetings shall be provided by the Board Chair at least two weeks in advance.

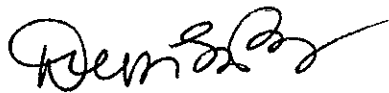
6. Form of Organization. The Board is an unincorporated nonprofit association in Chicago, Illinois. The Board may, upon unanimous consent of members, organize as a nonprofit corporation, nonprofit limited liability company, charitable trust or other acceptable not-for-profit entity. Membership in the Board is not a transferable interest.

7. Amendments to this Memorandum, Withdrawal, and Termination. This Memorandum of Understanding may be amended by written agreement among all of the founding organizations. Any founding organization may withdraw from participation upon 30 days' notice to the other organizations. Withdrawal upon notice is not a breach of any obligation to the Board or any founding organization. It is also not a breach of obligation to any third party with whom the Board incurs an obligation following that withdrawal. The Board may be terminated upon the unanimous consent of all founding organizations.

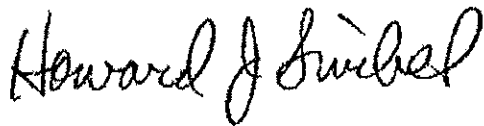
Upon withdrawal from the Board or upon its termination, a founding organization shall receive a pro rata share of the unexpended contributions to the Board within a reasonable time after the withdrawal or the event precipitating the right of return.

8. Effective Date. This Memorandum of Understanding shall be effective as of ~~December 19, 2006~~ January 3, 2007.

Signed,



Deborah Enix-Ross
Chair, ABA Section of International Law



Howard J. Swibel
President, NCCUSL