

MEMORANDUM OF UNDERSTANDING

Between

THE INSTITUTION OF ELECTRONICS AND TELECOMMUNICATION ENGINEERS (IETE)

And

THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED
(IEEE)

In recognition of the similarity of their mission and goals, and their long-standing record of service to the professional needs of engineers in the fields of electrical, electronics, telecommunication engineering, computer science and information technology this agreement (the "Agreement") is made as of 20 August 2023 ("Effective Date") between The Institute of Electrical and Electronics Engineers, Incorporated ("IEEE"), a New York not-for-profit organization with offices at 3 Park Ave, 17th Floor, New York, NY 10016, and The Institution of Electronics & Telecommunication Engineers (IETE), a not-for-profit organization with its headquarters at 2, Institutional Area, Lodi Road, New Delhi- 110 003, India, hereafter referred to as the "Organizations". The term "Members" hereafter refers to individual members of the respective Organizations.

I. To implement this Agreement, the following terms are agreed upon by the Organization:

A. Submission of Conference papers. Members of the IEEE may submit papers to IETE-sponsored conferences with the same privileges and limitations as IETE members. Reciprocally, members of IETE may submit papers to IEEE - sponsored conferences with the same privileges and limitations as IEEE members. For the avoidance of doubt, nothing contained herein shall be considered to promise or guarantee publication of any Member's work by either Organization.

B. Subscription to Publications. Members of IETE may subscribe to IEEE publications at IEEE member rates. Reciprocally, members of IEEE may subscribe to IETE publications at IETE Member rates.

C. With respect to the subscriptions discussed in Section I.B. above, the following restrictions apply:

1. Each Organization's publications will be shipped directly to the respective individual subscribers at actual freight rates.
2. IETE Members who subscribe to IEEE publications will make subscriptions payments directly to IEEE and be billed on an annual basis. Reciprocally, IEEE Members who subscribe to IETE publications will make subscriptions payments directly to the IETE and be billed on an annual basis.

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II. Affiliate Membership:

IEEE will provide access to Affiliate Membership to IETE members providing the same privileges as IEEE members for subscription to IEEE publications, access capabilities to IEEE on-line publications, and technical activities.

The following stipulations apply:

- A. Regular IETE Members (Associate Members or higher grades) are eligible for Affiliate Membership in IEEE. For the term of this agreement a 10% discount of the basic membership dues will be allowed on IETE and IEEE basic dues. The discount does not apply to additional fees such as IEEE Society enrolments or subscriptions. The discount does not apply to dues already discounted from the full value.
- B. IEEE will review the Affiliate Member fee annually; the fee for a given year should be set by the 30th of June of the preceding year.
- C. An Affiliate Member will automatically receive IEEE Magazine at no additional cost.
- D. The IEEE and IETE agree to advertise these discounts in a joint membership development campaign.

III. Mutual Promotion:

IEEE and IETE will cooperate with each other to promote mutual professional growth and prosperity. Both Organizations agree to the following items:

A. IEEE agrees to consider for publication in one of its magazines or publications, in English, at least one article/item, after due scrutiny and in conformance with all applicable IEEE publication policies and procedures, of up to a limit of 5 pages every year to be prepared by IETE on a topic to be jointly agreed. An officer/volunteer from IETE will manage the preparation of these feature articles, submitting them for publication in collaboration with the editor of that IEEE publication.

Reciprocally, IETE will publish in any of its publications, either in English or translated into one of the local languages as determined by IETE, at least one article, after due scrutiny, up to a limit of five pages every year that has appeared in IEEE journal, magazine or publication, selected by an editor of the IEEE publication in collaboration with IETE Managing Editor.

For the avoidance of doubt, neither Organization shall be required to publish anything that, in their sole discretion, would violate their publishing policies or procedures.

B. IETE will publicize the IEEE website and its URL by a link in its own website, and through announcement, as prepared by IEEE, in appropriate IETE publications. Reciprocally, IEEE will publicize the IETE web site and its URL by a link in its own website, and through announcement, as prepared by IETE, in appropriate IEEE publications.

C. IEEE will include each year during the term of this agreement, in at least one of its publications or magazine, an announcement of up to one-page length, provided and annually updated by IETE, announcing its activities such as publications, conferences, or organization. Reciprocally, IETE will include each year, in at least one of its publications or magazine, an announcement of up to one-page length, provided and annually updated by IEEE, announcing its activities such as publications, conferences, or organization.

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D. IEEE will display sample copies of calls for papers, and current issues of IETE journals and magazines, along with subscription forms, as provided by IETE, at IEEE and RWS conferences. Reciprocally, IETE will display copies of calls for papers, and current issues of IEEE journals and magazines, along with subscription forms, as provided by IEEE, at major IETE conferences and meetings.

E. The IEEE and IETE may, subject to agreement on specific items, enter into joint projects, events and products such as conferences, forums, publications, history, standards, educational materials etc. Joint activities devoted to preserving and sustaining the environment, teaching maths and science to children, improving technology awareness in the public.

The Technical Societies of the IEEE and IETE are encouraged to develop joint activities based on additional individual agreements including co-sponsorship of conference, joint publications, joint awards, exchange of technical papers and lectures etc. Any such joint activities shall be appropriately documented in an agreement executed by the Organizations.

IV. Provision of Speakers:

IEEE will make available IEEE Distinguished Lectures and Speakers from IEEE Technical Committees Speakers Bureau to be invited by IETE Centres working in collaboration with local IEEE Chapters for talks and seminars. Reciprocally IETE will make available its distinguished speakers in appropriate fields.

V. Web-based instructional Modules:

Selection of IEEE Expert-Now tutorial modules which are sponsored by IEEE (and the other educational products developed by IEEE) will be made available to IETE Centres and members on terms and conditions applicable to IEEE Chapters and individual members respectively. Reciprocally, IETE will make their educational products available to IEEE members on the same terms and conditions as applicable to IETE members.

VI. Duration of Agreement:

This Agreement is valid as of the Effective Date and shall remain in effect, unless terminated in accordance with this Agreement, for a period of three (3) years through August 20, 2026 (the "Term"). The Organizations may renew this Agreement for additional two-year terms (each, a "Renewal Term") upon written consent of both Organizations prior to the last day of the Term or Renewal Term.

VII. Termination:

Either Organization may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other Organization.

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VIII. Intellectual Property:

For the purpose of this Agreement, "Intellectual Property" or "IP" shall include, but not be limited to, patents, copyrights, trademarks, trade secrets, know-how, technical data, inventions, processes, designs, software, algorithms, source code, and any other proprietary information or rights that are owned, developed, or controlled by either party prior to or during the course of collaboration under this MOU. "Joint IP" shall mean any Intellectual Property created or jointly developed by both Organizations as a direct result of their collaborative efforts under this Agreement.

A. Each Organization or its licensor shall retain all rights, title, and interest in and to its pre-existing Intellectual Property, as well as any IP developed independently during the course of this Agreement.

B. By entering into this Agreement, the Organizations undertake:

(1) **Consent & License:** Not to use each other's Intellectual Property beyond the scope of this Agreement without the prior express written consent of the other. For the avoidance of doubt, each Organization grants the other a non-exclusive, non-transferable, royalty-free license to use its Intellectual Property solely for the purposes of implementing the objectives of this Agreement;

(2) **Confidentiality & Reasonable Measures:** To ensure the confidentiality of such Intellectual Property of the other within its respective organizations. Each Organization shall treat all information, data, materials, and discussions related to the other Organization's Intellectual Property as strictly confidential. Neither Organization shall disclose, use, or exploit such confidential information for any purpose other than the performance of this Agreement, unless expressly authorized in writing. Each Organization agrees to take reasonable measures to protect the confidentiality of the other Organization's Intellectual Property, including but not limited to implementing appropriate security measures and limiting access to authorized personnel only; and

(3) **Restrictions on Use:** Each Organization agrees not to use each other's Intellectual Property except as explicitly permitted under the terms of this Agreement. Neither Organization shall sublicense, assign, or transfer any rights in the other Organization's Intellectual Property without the express written consent of the owning party.

C. The Organizations agree that neither of them shall gain by virtue of this Agreement any rights of ownership or any other interest, right, or title to any Intellectual Property owned by the other Organization. Except as otherwise explicitly agreed between the Organizations, any and all works independently developed in the course of performing obligations pursuant to this Agreement and all new inventions, innovations, or ideas developed by an Organization in the course of performance of its activities under this Agreement will belong to that Organization who develops the same.

Joint IP Ownership & Commercialization

The Organizations acknowledge that during their collaboration under this Agreement, they may create or develop Joint IP that may be subject to protection under applicable laws.

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- A. Any Joint IP developed by both Organizations as a result of collaborative efforts under this Agreement shall be jointly owned, with each Organization having an equal, undivided interest.
- B. The Organizations agree to negotiate in good faith the terms of commercialization of any Joint IP developed under this Agreement. Such negotiations shall include considerations for the investment, contribution, and future use of the Joint IP.
- C. Both Organizations acknowledge that the Joint IP is a valuable asset and agree to use best efforts to protect, maintain, and exploit the Joint IP for mutual benefit.
- D. Each Organization shall have the non-exclusive, worldwide, royalty-free right to use, sell, offer for sale, and sublicense the Joint IP for the purposes of furthering the collaboration outlined in this MOU. Any sublicense of Joint IP granted by one Organization to a third party shall be subject to the prior written consent of the other Organization.
- E. The Organizations acknowledge the confidential nature of the Joint IP and agree to maintain its confidentiality during and after the term of this Agreement. Each Organization shall take reasonable measures to protect the confidentiality of the Joint IP and shall only disclose such information to employees, contractors, and agents on a need-to-know basis.
- F. In the event of any disagreement between the Organizations regarding ownership, use, or exploitation of the Joint IP, the Organizations shall promptly engage in good faith negotiations to resolve the dispute. If the dispute cannot be resolved through negotiations within sixty (60) days, the Organizations agree to submit the dispute to mediation by a mutually agreed-upon mediator, prior to pursuing any legal remedies.

Termination of Agreement

- A. Upon termination or expiration of this Agreement, each Organization shall promptly return or destroy any tangible materials containing the other party's Intellectual Property and shall delete or destroy any copies of such materials in its possession, unless otherwise agreed in writing.
- B. The termination or expiration of this Agreement shall not affect the rights and obligations of the Organizations with respect to the ownership and protection of Intellectual Property or Joint IP.

IX. Confidentiality:

- A. During the term of this Agreement, each Organization may disclose to the other its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is (a) previously known to the receiving party at the time of disclosure; or (b) independently developed by the receiving party without reference to Confidential Information of the disclosing party; (c) disclosed to the receiving party by a third party without an obligation of confidentiality; (d)

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already in or subsequently comes into the public domain (other than as a result of a breach of this Agreement); or (e) required to be disclosed by the receiving party by law, regulation, court order or other legal process.

B. The receiving party shall hold such Confidential Information in strict confidence for the disclosing party and shall not use it except in furtherance of the relationship set forth in this Agreement, or except as it may be authorized by the disclosing party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents.

X. Representations and Warranties:

Each party represents and warrants that such party has all necessary corporate power and authority, respectively, to enter into this Agreement and to perform its obligations hereunder.

Each party warrants to the other party that all materials, data, information and other assistance provided by it shall not, to the best of its knowledge, infringe third party intellectual property rights and agrees to hold the other party fully indemnified and harmless and at all times keep the other party indemnified against any loss, damages, costs and expenses including attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it as result of any action on the part of the first party.

XI. Publicity:

Any press release, publicity or other promotional activity issued or engaged in by either party regarding this Agreement shall be reviewed and approved in writing by the other party prior to release. Such approval shall not be unreasonably withheld or delayed.

XII. General:

A. Except for breach of confidentiality obligations and intellectual property right infringement indemnification obligations, neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this Agreement, whether for breach of this Agreement or in torts, including loss of business, data, revenue, profits, or for any third party claims against the other whatsoever.

B. The Organizations acknowledge and agree that this Agreement is a non-exclusive engagement and nothing contained herein shall be construed as preventing or restricting either party from pursuing any opportunity with other entities without involving the other party or to enter into similar alliance arrangements with other entities.

C. This Agreement shall not be construed to be an agency or a partnership or joint venture or an employment relationship whether for tax or for any other purpose. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

D. Each party is an independent contractor, and no provision of this Agreement grants either party any express or implied right of authority to assume or create any obligations or

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responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. This Agreement is not a commitment of financial resources. Any commitment by a party to pay fees or other amounts to the other party must be approved in writing, by the paying party in advance.

E. All such obligations and terms of this Agreement that are required to survive the expiration or early termination of this Agreement shall survive such event.

F. Each party warrants to the other party that in performing their duties required under this Agreement, they will comply with the applicable law and shall take no action which constitutes a violation of applicable law and which would subject the other party to penalties under applicable law.

G. Neither party shall assign or transfer this Agreement to any other entity without the prior written consent of the other party.

H. This Agreement supersedes all prior oral or written communication, discussions and representations communicated between the Organizations hereto in respect of the subject matter of this Agreement. Any modification to this Agreement shall only be made by way of a written document duly executed by representatives of both Organizations hereto.

I. Any notice under this Agreement will be in writing and delivered by hand or by registered mail, email, facsimile transmittal, or an express mail with a confirmation of receipt, to the other party at the registered office or as may be substituted by the notice. Any notices to IEEE shall include a copy to:

IEEE
Legal and Compliance Department
3 Park Avenue, 17th Floor
New York, NY 10016

Notice will be effective on the date of confirmation of receipt.

J. The Organizations will each appoint a liaison representative. These two representatives will take charge of all interactions between the two Organizations. As of the signing date of this Agreement, the appointment of the two liaison representatives is as follows:

IETE's liaison representative to IEEE will be:

Gp Capt Sonpal Singh(Retd)

Secretary General, IETE

IEEE's liaison representative to IETE will be:

Mr. Srikanth Chandrasekaran

Country Head, IEEE India

Email: sri.chandra@ieee.org

K. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be

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deemed to constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of the original signed agreement.

XIII. Signatories:

For and on behalf of

The Institute of Electrical and
Electronics Engineers,
Incorporated (IEEE)
3 Park Avenue, 17th Floor
New York, NY, 10016 USA



Prof. Saifur Rahman

President, IEEE

Date: 20 Aug 2023



Prof. Debabrata Das

Chairman, IEEE India Council

Date: 20th Aug 2023

For and on behalf of

The Institution of Electronics
Telecommunication Engineers (IETE)
2, Institutional Area, Lodi Road,
New Delhi – 110 003, INDIA



Prof. (Dr.) V Gunasekhar Reddy

President, IETE

Date:



Gp Capt Sonpal Singh (Retd)

Secretary General, IETE

Date: 20 Aug 2023