

**Memorandum of Understanding
between the**

**International Telecommunication Union
(hereinafter “ITU”)
and**

**Communications Society of the Institute of Electrical and Electronics Engineers
(hereinafter “IEEE COMSOC”)**

WHEREAS:

- A. ITU is the intergovernmental and universal organization for world-wide standardization of information and communications technologies (ICTs) and telecommunications;
- B. IEEE COMSOC, and its parent organization the IEEE, is an association of engineers, scientists and practitioners dedicated to serving its members, the profession and humanity through: (i) scientific and educational - directed toward the advancement of the theory, practice and application of communications engineering and related arts and sciences, and (ii) professional - directed toward promotion of high professional standards, development of competency and advancement of the standing of members of the profession it serves;
- C. ITU and IEEE COMSOC have a mutual interest in each others work, both to reduce duplication of efforts and to promote high professional standards;
- D. IEEE has been granted ITU-T, ITU-D and ITU-R Sector Member status, and is also an organization qualified for including normative references in ITU-T Recommendations under ITU-T Recommendation A.5 procedures, as well as a National and Regional Standards Development Organization approved for Cooperation and Exchange of Information under ITU-T Recommendation A.6. IEEE may thus participate in relevant standards meetings and make technical contributions to the work of ITU-T;

NOW THEREFORE, ITU and IEEE COMSOC (hereinafter the “Parties”) have entered into this Memorandum of Understanding (“MoU”) with the following understandings:

1. Objective

- 1.1 The objective of this MoU is to establish collaborative linkages between the Parties, in the area of events (e.g. workshops, seminars, symposia, forums and academic conferences (hereinafter the “Events”)) and publications for exchange of information and for educational purposes. The Telecommunication Standardization Sector of ITU (“ITU-T”) will be responsible for implementation of this MoU, which concerns only the standards development activities of the ITU-T.
- 1.2 With the aim of simplifying the process of partnering to co-organize Events that have a focus of mutual interest, the Parties will also leverage the audience of both organizations in order to gain greater visibility for the Events and for the organizations as a whole.
- 1.3 This MoU is a general, non-binding statement of mutual intentions of the Parties. Any binding commitment or legal obligation with respect to the implementation of this MoU will require the execution of a separate and formal agreement between the Parties.

2. Areas of Cooperation and Cooperation Machinery

1. The Parties will inform and consult each other concerning the activities that are the object of joint action under this MoU. Each Party will use its best endeavours to share information regarding Events planning in order that Events where either Party has an interest can be identified at an early stage.
2. The Parties will convene joint consultative meetings at such intervals and at the location they deem appropriate. At such meetings they will consider ways and means of improving mutual cooperation, prepare work programmes, as appropriate, and review progress in the cooperation activities carried out under this MoU, adjusting them as necessary.
3. The Parties will regularly agree to and update a list of regular or one-off Events and publications in which:
 - 3.1. IEEE COMSOC could be a financial sponsor or technical co-sponsor¹ together with ITU, and
 - 3.2. ITU could be a co-organizer, organizer or supporting organization
4. If it is decided by both Parties that an agreed Event, organized by either Party, serves the purposes of both organizations, an invitation to participate in the organizational body of that Event (e.g. steering committee) should be extended to the other Party.
5. If it is decided by both Parties that an Event, organized by either Party, serves the purposes of both organizations, an invitation to submit speakers/presenters should be extended to the other Party, regardless of whether or not that Party has taken-up the invitation of a place on the organizational body (e.g. steering committee) of that Event. Any proposal for a speaker/presenter will be subject to the usual acceptance procedure, i.e. no special treatment will be given that is not equally available to other Members of the organizations.
6. If it is decided by both Parties that an Event, organized by either Party, serves the purposes of both organizations, the non-organizing Party will agree to promote the Event via electronic methods as well as print where appropriate.
7. The Parties will identify which Events could be associated with special issues of or features in their publications.
8. Focal points will be established by both Parties to manage the objectives of this MoU.
9. If it is decided by both Parties that an Event, organized by either Party, serves the purposes of both organizations, each organization may be authorized to use the other’s logo in promoting that Event. In all cases, logo use for either Party is subject to their own policy guidelines and to specific approval.
10. The Parties may, through a simple exchange of correspondence, agree to carry out, if need be, some specific activity not included in the work programme.

¹ Specific definitions found at: <http://www.ieee.org/web/aboutus/whatis/policies/p10-1.2.xml#10.1.2>

11. Any matter for which no provision is made in this MoU will be settled by mutual agreement of the Parties, to which end each signatory will give consideration to any proposal from the other in a positive spirit.
12. Members of ITU (IEEE COMSOC) may register for IEEE COMSOC (ITU) sponsored meetings at IEEE (ITU) member rates. To implement this procedure, ITU (IEEE COMSOC) members must indicate on the registration form or at the registration desk that he or she is a member of ITU (IEEE COMSOC). ITU members who qualify for discount are those that are reached by the invitation through ITU mailing lists and should provide an invitation code for the discounted rate when registering to the IEEE COMSOC meeting. The code can be unique for each invitee or a global ITU/COMSOC code.

3. Financial Obligations

Financial obligations in carrying out the roles delineated in this MoU will be determined by the Parties through mutual consultation and formal agreement on a case by case basis, in accordance with the rules, regulations and procedures of each Party. This MoU does not impose any financial obligations on either Party in the absence of a separate formal agreement.

4. Entry into Force, Duration and Termination

This MoU will come into effect upon the date of its signature by both Parties hereto. This MoU may be terminated by either of the Parties upon written notice to the other Party and will terminate 60 days after receipt of such notice. No termination will affect contractual obligations already entered into by the Parties under this MoU.

5. Amendment

The terms and conditions of this MoU may be changed only by mutually agreed and accepted written amendments signed by both signatories, which will be annexed to this MoU, of which they will form an integral part.

6. Channel of Communication and Notice

Any notice to be given to either Party with respect to this MoU will be considered as effectively given, if delivered or sent by letter or by fax addressed to the other Party at the address mentioned below. Any such notice will become effective on the day of its receipt by the Party to which it is addressed. The address of either Party may be changed by appropriate notice to the other Party.

IEEE Communications Society
Attention: Jack Howell
Executive Director, IEEE Communications Society
Park Avenue,
New York, NY 10016
USA,
Fax: +1 212 705 8999

International Telecommunication Union
Attention: Malcolm Johnson (TSB)
Director, Telecommunication Standardization Bureau
Place de Nations
1211 Geneva 20
Switzerland
Fax: +41 22 730 7256

7. Settlement of disputes

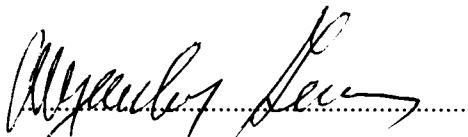
Both Parties concur that they will exercise good faith efforts to resolve any dispute between them arising out of or in connection with this MoU through mutual negotiations and agreement and that no such dispute will be referred to a national or international tribunal or other third party for settlement.

8. Privileges and Immunities

Nothing in this MoU may be interpreted or construed as a waiver or a modification of the privileges, immunities and facilities which the ITU and its officials enjoy by virtue of the international conventions and national laws applicable to it.

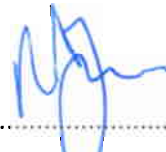
IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the Parties, have signed this MoU in two (2) originals in the English language.

For the
IEEE Communications Society (COMSOC)



Dr. Alexander GELMAN
Director of Standards,
IEEE Communications Society

For the
International Telecommunication Union (ITU)



Mr. Malcolm JOHNSON
Director,
Telecommunication Standardization Bureau, ITU

Place : Geneva

Date : May 12 2008

Place : Geneva

Date : 12 May 2008