

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 30 day of July 2012, by and between IEEE Region 3 and IEEE Lexington Section, together the "Sponsoring Parties" which are integral parts of The Institute of Electrical and Electronics Engineers, Incorporated, a New York not-for-profit corporation ("IEEE"), and sets forth the relationship and obligations relating to the IEEE SoutheastCon 2014 (SEC 2014) to be held March 13-16 2014, in Lexington KY (the "Conference").

1. DURATION OF MOU: This MOU addresses the rights and obligations with respect to the Conference. Although the parties may presently be considering the possibility of future conferences similar in theme or subject matter, no party shall be under any obligation to renew this MOU.

2. SIMILAR CONFERENCES: Both Parties agree to refrain from sponsoring, during the year of the conference, any other conference that addresses the same subject matter and the same audience, or a conference that could construe to be the same conference, with a different name.

3. FINANCIAL OWNERSHIP OF MOU: All surplus funds accrued from the successful operation of the conference will be returned to the Sponsoring Parties and pro-rated according to their percentage of sponsorship after the final accounting of the conference is completed, including the repayment of any loans advanced to the conference. Similarly, any loss from a conference will be shared by Sponsoring Parties and pro-rated according to their percentage of sponsorship. **(Total percent must add up to 100%)**

IEEE Region 3	50	Percent
IEEE Lexington Section	50	Percent

4. FINANCIAL ADMINISTRATIVE RESPONSIBILITIES: Unless otherwise noted, the administrative responsibilities are in direct proportion to the financial ownership stated in Section 3. Please identify who (chairman, sponsors, steering committee, etc.) is required to approve contracts prior to being submitted to IEEE Strategic Sourcing for review and execution:

Don Hill, general chair
Ray Williams, treasurer
Jerry Goerz, secretary
Hank Deitz, tech program chair
Regina Hannemann, student program chair

5. RESPONSIBILITIES OF THE SPONSORING PARTIES:

Besides the financial support mentioned above, IEEE Region 3 will provide volunteer support for the Student and Region 3 EXCOM portions of the program. IEEE Region 3 will also be responsible for the selection of the Registration and Call-for-Papers provider. IEEE Region 3 will provide website hosting and domain for the conference.

Lexington Section shall maintain substantial responsibility for the tech program with Region 3 oversight.

Either sponsor can contact the other concerning issues that threaten the success of the conference.

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IEEE Region 3 Conference Committee Chair and General Chair shall communicate and refine responsibilities as the conference approaches.

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The SoutheastCon General Chair shall be responsible for assigning and monitoring local activities that reflect the best interests of the Region.

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6. COMPLIANCE WITH LAWS: The Sponsoring Parties shall ensure that the Conference is conducted in accordance with all applicable United States (U.S.) and non U.S. laws. The Sponsoring Parties shall make all necessary corporate, tax and other registrations and obtain all required licenses and permits.

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7. POLICIES: The Conference shall be planned and conducted according to IEEE Policies Section 10 - Meetings, Conferences, Symposia and Expositions (<http://www.ieee.org/web/aboutus/whatis/policies/p10-1.1.html>). The Conference budget and planning documentation shall be submitted to the IEEE Organizational Unit and approved in advance of any commitments of money to any third parties for Conference expenses.

8. PROPRIETARY OR CONFIDENTIAL INFORMATION: Neither party shall disclose to a third party Proprietary or Confidential Information of the other party. Each party further agrees to act as trustee for any Confidential Information jointly created or acquired through the parties' participation in this MOU.

9. NON DISCRIMINATION: IEEE is committed to the principle that all persons shall have equal access to programs, facilities, services, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by IEEE policy and/or applicable laws.

10. GENERAL TERMS AND CONDITIONS:

IEEE Xplore Digital Library and Indexing:

Conferences with an approved MOU may apply to the IEEE Conference Publication Program (CPP). Conference proceedings that meet IEEE quality review standards may be eligible for inclusion in the IEEE Xplore Digital Library. IEEE reserves the right to deny publication of any proceedings that do not meet these standards.

Conference related communications such as conference website, email, direct mail solicitation, etc. should not reference or guarantee inclusions in the IEEE Xplore Digital Library until it is accepted in the IEEE CPP. Further, conference communications should not reference or guarantee inclusions in any abstracting and indexing (A&I) databases, since inclusion in such databases is determined by independent A&I service providers and cannot be guaranteed by IEEE. Misrepresentation of either is considered a violation of the IEEE Brand.

Non-Binding Effect: In accordance with IEEE Bylaws Section I-107.2, the Sponsoring Parties are integral parts of the IEEE and not separate organizations. Accordingly, the Sponsoring Parties are subject to the internal governance structures of the IEEE and ultimately the IEEE Board of Directors. As a result, this MOU shall not be contractually binding but shall reflect the internal understandings of the Sponsoring Parties as to the Conference.

Entire Agreement: This MOU shall contain the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the Parties relating to the subject matter thereof. There are no other understandings, statements, or promises of inducement, oral or otherwise, contrary to the terms of this MOU.

Notices: Any notice given under this MOU to any of the Sponsoring Parties may be effected by: (i) email or, (ii) facsimile, receipt of which is confirmed by facsimile confirmation.

Counterparts: This MOU may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If either party uses a scanned or facsimile transmittal, that copy shall be deemed to be an original.

This MOU shall not be valid until approved and executed by authorized representatives of the sponsoring parties and IEEE Conference Services.

IN WITNESS WHEREOF, this MOU is executed by the parties hereto by their respective undersigned and authorized officers as of the date first written above.

**The Institute of Electrical and Electronics
Engineers, Incorporated acting through its
IEEE Region 3**

**The Institute of Electrical and Electronics
Engineers Incorporated acting through its
IEEE Lexington Section**

Authorized Signature

Authorized Signature

Print Name

Donald W Hill
Print Name

Title

General Chair
Title

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Email

Email

**The Institute of Electrical and Electronics
Engineers, Incorporated**

IEEE Authorized Signature

Print Name

Sponsorship IEEE OUs 10 February 2012

Title