

NATIONAL SOCIETY AGREEMENT
BETWEEN
THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS,
INCORPORATED ACTING THROUGH ITS JAPAN COUNCIL
AND
THE INSTITUTE OF ELECTRONICS, INFORMATION AND COMMUNICATION
ENGINEERS

This National Society Agreement (the “Agreement”) dated August 1st, 2024 (the “Effective Date”) between The Institute of Electronics, Information and Communication Engineers (“IEICE”) and The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”), is entered into for the purpose of encouraging the exchange and dissemination of technical information between IEEE and IEICE, and promoting understanding and cooperation among the members of these organizations.

1. MISSION OF THE PARTIES

IEEE is an educational and scientific nonprofit organization. As such, all activities of IEEE, including all activities in cooperation with IEICE contemplated by this Agreement, must be consistent with and must further IEEE’s scientific and educational purposes and comply with all laws applicable to IEEE.

IEICE is an international organization concerned with electronics, information, communications and related fields with the aim of promotion of scholarly growth, industrial advancement, and cultivation of human resources. As such, all activities of IEICE, including all activities in cooperation with IEEE contemplated by this Agreement, must be consistent with and must further IEICE’s purposes and comply with all applicable laws.

2. JOINT ACTIVITIES

IEEE and IEICE may, subject to agreement on specific items, enter into joint projects, events, and products such as conferences, forums, publications, history, standards, educational materials, awards, etc. Joint activities devoted to preserving and sustaining the environment, teaching math and science to children, improving technology awareness in the general public, and improving the personal and professional lives of the members of both organizations and the profession, will also be explored.

The Technical Societies/Technical Councils of IEEE and IEICE are encouraged to develop joint activities, based on additional individual agreements. It is understood that communication will take place with IEEE Japan Council during the negotiations about these additional activities.

3. COORDINATION OF TECHNICAL MEETINGS

Whenever practical, both parties agree to coordinate when IEEE plans to conduct a technical conference or event in Japan, or when IEICE intends to hold a conference or event outside Japan. Such coordination will help avoid scheduling conflicts and foster potential collaboration.

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Both parties shall provide access to their respective schedules of technical conferences and events. IEEE will make available its conference listing through an electronic database on the IEEE website, searchable by attributes such as location, and will provide contact information for conference or event chairs to facilitate potential partnerships. IEICE will similarly provide access to its list of technical conferences and events through IEICE website.

4. INTERNATIONAL CONFERENCE CONTENT

The content of international conferences held under the name of IEICE shall be handled in accordance with the following guidelines:

(a) International Conferences Organized jointly by IEICE with IEEE as Technical Co-sponsors

In cases where IEICE organizes an international conference with IEEE as technical co-sponsors, IEICE shall retain the copyright of the papers, and the content will be archived in IEICE Archive. Non-exclusive rights to the content may be granted to the co-sponsoring societies, either for a fee or free of charge, while IEICE retains copyright ownership.

(b) International Conferences Co-organized by IEICE and IEEE

When IEICE co-organizes an international conference with IEEE, the copyright of the papers shall, in principle, be jointly held by IEICE and IEEE. In certain cases, one party may hold the copyright while the other is granted non-exclusive usage rights. The content must be archived in IEICE Archive. If the content cannot be archived, the co-organization will, in principle, not be recognized.

(c) International Conferences Organized by IEEE with IEICE as a Technical Co-sponsor

When IEICE acts as a technical co-sponsor for an international conference organized by IEEE, IEICE will not bear financial responsibility but will provide appropriate technical contributions. In such cases, IEICE shall hold non-exclusive usage rights to the papers presented, and the content shall be archived in IEICE Archive, either for a fee or free of charge.

5. STANDARDS INFORMATION

IEEE and IEICE may agree to exchange information on their respective standard setting activities, and may agree to encourage mutual participation in standards development, subject to entering into a separate agreement.

6. PUBLICITY

Both IEICE, and IEEE, as part of this Agreement, agree to encourage their respective members to participate in the joint cooperative activities of the two organizations. Each party may choose to (i) include a link to the other party's website; and (ii) invite the executives of the other party to key dinners, celebrations and other events, as appropriate.

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7. DEFINITIVE AGREEMENTS

In furtherance of the Joint Activities under this National Society Agreement, the Parties intend to enter into good faith negotiations to draft and execute formal written agreements (“Definitive Agreement(s)”) with respect to the subject matter of this Agreement.

The Definitive Agreements shall establish the mutually agreed upon terms and conditions applicable to the various activities to be undertaken respectively under each of the Definitive Agreement including details of the engagement, any additional roles/responsibilities and specific work that needs to be performed by each of the Parties. Where the Parties enter separate agreements related to specific international conferences or other events, those Agreements shall be referenced in each relevant Definitive Agreement.

The Parties further understand that (i) the activities intended by this Agreement may not be successfully completed; and/or (ii) the results achieved may not be as anticipated. 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. Further, the IEICE Society and IEEE acknowledge and agree that this Agreement is a non-exclusive engagement and except as specifically agreed in a Definitive Agreement with respect to an activity, 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.

8. INTELLECTUAL PROPERTY RIGHTS

Each party shall continue to own the intellectual property developed by it prior to or independently of this Agreement.

By entering into this Agreement, the parties undertake:

- (a) Not to use each other’s intellectual property without the prior express written consent of the other,
- (b) To ensure the confidentiality of such intellectual property of the other within its respective organizations, and
- (c) Not to use each other’s intellectual property other than for the purpose of this Agreement.

The parties agree that neither of them shall gain by virtue of this Agreement any rights of ownership or any other interest, right, or title to copyrights, patents, trade secrets, trade marks, or any other intellectual property rights owned by the other party. Except as otherwise explicitly agreed between the parties, any and all works developed in the course of performing obligations pursuant to this Agreement and all new inventions, innovations, or ideas developed by a party in the course of performance of its activities under this Agreement will belong to that party who develops the same. To the extent that intellectual property is created in the course of specific activities under this Agreement, the owning party shall grant to the non-owning party a non-exclusive, worldwide, royalty-free license to use such intellectual property solely in connection with those specific activities contemplated by this Agreement. If the parties undertake any joint development in the course of providing services under this Agreement, any such joint development shall be governed by a separate agreement to be negotiated in good faith by the parties prior to the commencement of any joint development efforts.

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9. CONFIDENTIALITY

During the term of this Agreement, each party 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 reasonably understood to be 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, or use of, the Confidential Information of the disclosing party; (c) disclosed to the receiving party by a third party without an obligation of confidentiality; or (d) already in or subsequently comes into the public domain (other than as a result of a breach of this Agreement by the receiving party). Confidential Information also includes: (x) the fact that the parties are in discussions regarding the purposes contemplated herein (or, without limitation, any termination of such discussions) and that Confidential Information has been disclosed; and (y) any terms, conditions, or arrangements discussed.

Notwithstanding anything herein to the contrary the receiving party may disclose the Confidential Information of the disclosing party in the event it is required to do so by law, regulation, court order or other legal process; provided that the receiving party shall promptly notify the disclosing party of such requirement.

The receiving party shall (i) hold such Confidential Information in strict confidence for the disclosing party, (ii) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its own confidential information and no less than a commercially reasonable degree of care, and (iii) not use it except in furtherance of the purposes set forth in this Agreement, or except as it may be preauthorized by the disclosing party in writing. The receiving party may disclose the Confidential Information of the disclosing party to employees, members and agents who need access to such Confidential Information for the purposes contemplated herein; (b) are informed of its confidential nature; and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. The receiving party shall be responsible for the non-compliance of the foregoing by its employees, members or agents.

10. REPRESENTATIONS AND WARRANTIES/INDEMNITY

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 indemnify and hold the other party harmless against any losses, damages, liabilities, costs and expenses including attorney's fees, which may be incurred by the indemnified party as a result of any action or claim that may be made or initiated against the indemnified party alleging that the use of such materials, data, information and assistance by the indemnified party infringes the rights of a third party.

11. REVIEW, AMENDMENT AND TERMINATION

Amendments to the Agreement may be proposed at any time but will not be valid unless in writing and signed by both IEEE and IEICE. Other cooperative agreements, which may be made in the

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future, such as between IEICE and a Technical Society/Council of IEEE, shall be documented in separate written agreements.

On expiration or early termination, each party shall return to the other party or destroy all Confidential Information, and proprietary information, documents and reference material of the other party in its possession.

All such obligations and terms of this Agreement by its nature should survive the expiration or early termination of this Agreement shall survive such event including, but not limited to, those described in Section 7,8 and 9.

The term of this agreement shall be for a duration of three (3) years, from the Effective Date to 31 July 2027 unless terminated earlier by either party upon providing three months prior written notice. Renewal is contingent upon written approval of both parties.

12. ADDITIONAL TERMS

The parties understand that nothing set forth in Sections 1 to 6 in the Agreement shall be construed as a binding contract between the parties (it is agreed and understood that the terms set forth in Sections 7 to 14 are binding obligations of the parties hereto) until such time as duly authorized representatives of the parties hereto execute a Definitive Agreement

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.

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 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. Except as may be agreed by the parties in an applicable Definitive Agreement(s), each party will be responsible for all expenses incurred by such party in connection with negotiation of this Agreement and any promotion, marketing or other activities under this Agreement. Each party shall be liable to pay any tax attributable to it.

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.

Neither party shall assign or transfer this Agreement without the prior written consent of the other party. Any purported assignment or transfer without the prior written consent of the other party shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of New York, without regard to conflict of laws principles. The Parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Agreement (collectively, an "Action") shall be brought only in the United States District Court for the Southern District of New York or, if federal jurisdiction is not available, in a court of competent jurisdiction in the County and State of New York. Each Party hereby

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submits to the personal jurisdiction and venue of such courts and waives any objection on the grounds of venue, forum non-conveniens or any similar grounds with respect to any Action.

This Agreement supersedes all prior oral or written communication, discussions and representations communicated between the parties 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 authorized representatives of both parties hereto.

13. COMMUNICATIONS BETWEEN THE PARTIES

Any notice under this Agreement will be in writing and delivered by hand or by registered mail, email, 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. Notice will be effective on the date of confirmation of receipt.

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

IEICE's liaison representative to IEEE will be:

International Affairs Committee
Headquarters Office
Kikai-Shinko-Kaikan Bldg.
3-5-8 Shibakoen, Minato-ku
Tokyo, 105-0011 Japan
Tel: +81 3 3433 6691
Email: kokui@ieice.org
http://www.ieice.org/eng_r/index.html

IEEE's liaison representative with IEICE's will be:

The Institute of Electrical and Electronics Engineers, Incorporated
Japan Office
East Wing, Shin-aoyama Bldg.
1-1-1 Minami-aoyama, Minato-ku
Tokyo 107-0062, Japan
Phone: +81-3-3408-3118
Email: ieee-japan@ieee.org
<https://jp.ieee.org/>

14. COUNTERPART(S)

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

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED	The INSTITUTE OF ELECTRONICS, INFORMATION and COMMUNICATION ENGINEERS
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Name: Kathleen A. Kramer

Name: Naoaki Yamanaka

Title: President and CEO

Title: President

Date: 5/29/2025

Date: May 14, 2025

Signature:  Signed by: Kathleen Kramer
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Signature:



THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED
Japan Council

Name: Noriharu Suematsu

Title: Chair

Date: May 23, 2025

Signature: 