

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

This National Society Agreement (the “Agreement”) dated February, 1st, 2023 (the “Effective Date”) between The Institute of Electrical Engineers of Japan (the “IEEJ”) and The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”) is being signed to encourage the exchange and dissemination of technical information between the IEEE and the Society and to promote understanding and cooperation among the members of these organizations.

1. MISSION OF THE PARTIES

The IEEE is an educational and scientific nonprofit organization. As such, all activities of the IEEE, including all activities in cooperation with the Society 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.

The IEEJ is a scientific nonprofit organization of membership system with scholars and engineers. IEEJ makes its best efforts in contributing to social welfare through the activities of studies, researches and engineers of electrical science and technology from not only domestic, but also an international point of view. These cooperation activities which are performed with IEEE are to be a part of IEEJ activities from an international point of view.

2. JOINT ACTIVITIES

The IEEE and the Society 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 also will be explored.

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

3. COORDINATION OF TECHNICAL MEETINGS

To the extent practical, communication will take place when the IEEE proposes to conduct a technical conference or event in Japan, or if the IEEJ intends to hold a conference or event outside Japan.

In addition, access to each organization’s schedule of technical conferences and events shall be made available to the other party.

IEEE will provide access to their technical conferences listing through an electronic database on the IEEE website (<http://www.ieee.org/web/conferences/home/index.html>), searchable by several attributes (e.g., location). Contact information for the conference or event chair is available to allow for potential partnering.

The IEEJ will provide access to its list of technical conferences and events through an electronic database on the IEEJ website (https://www.iee.jp/event/international_conf/), searchable by several attributes (e.g., location). Contact information for the conference or event chair is available to allow potential partnering.

4. STANDARDS INFORMATION

IEEE and the IEEJ may agree to exchange information on their respective standard setting activities, and may agree to encourage mutual participation in standards development.

5. PUBLICITY

Both the IEEJ, 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.

6. 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, trademarks, 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 such intellectual property is created, the owning party shall grant a non-exclusive, worldwide, royalty-free license to the other party for the use of the intellectual property solely in connection with the activities under this Agreement. If the parties undertake any joint development in the course of providing services under this Agreement, any such joint development will be governed by a separate agreement to be negotiated in good faith by the parties prior to the commencement of any joint development efforts.

7. 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 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) 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.

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 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.

8. 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.

9. REVIEW, AMENDMENT AND TERMINATION

Amendments to the Agreement may be proposed at any time, but will not be valid until they have been signed by both IEEE and the IEEJ. Other cooperative agreements, which may be made in the future, such as between the IEEJ and a Technical Society/Council of the 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 that are required to survive the expiration or early termination of this Agreement shall survive such event including, but not limited to, those described in Section 6,7 and 8.

The term of this agreement shall be for a duration of three (3) years, from the Effective Date of January, 2026, subject to termination by either party on three months' notice in writing. Renewal is contingent upon written approval of both parties.

10. ADDITIONAL TERMS

The parties understand that nothing herein shall be construed as a binding contract between the parties until such time as duly authorized representatives of the parties hereto execute a formal written agreement ("Definitive Agreement") with respect to the subject matter of this Agreement setting out there in the mutually agreed detailed terms and conditions applicable to the various activities to be undertaken respectively under each of the Definitive Agreement(s) including details of the

engagement, any additional roles/responsibilities and specific work that needs to be performed by each of the parties. 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 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.

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.

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 in (i) the Tokyo District Court when brought by IEEE, and (ii) in the United States District Court for the Southern District of New York (Manhattan) or, if federal jurisdiction is not available, in a court of competent jurisdiction in the County and State of New York when brought by IEEEJ. Each Party hereby 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 representatives of both parties hereto.

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

11. COMMUNICATIONS BETWEEN THE PARTIES

The IEEJ 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:

IEEJ's liaison representative to IEEE will be:

Noboru Fujiwara
Executive Director
The Institute of Electrical Engineers of Japan

Homat Horizon Bldg.8FL.
6-2 Gobancho,
Chiyoda-ku, Tokyo 102-0076
Japan

Tel: +81-3-3221-7313
Fax: +81-3-3221-3704
E-mail: event@iee.or.jp
homepage: <https://www.iee.jp/en/>

IEEE's liaison representative with Society'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
Fax: +81-3-3408-3553

Email: ieee-japan@ieee.org
<https://jp.ieee.org/>

12. COUNTERPART

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 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.

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

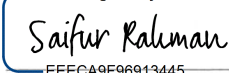
THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED	THE INSTITUTE OF ELECTRICAL ENGINEERS OF JAPAN
---	---

Name: Saifur Rahman

Name: Satoru Katsuno

Title: President and CEO

Title: President

Signature: 
EEECA9F96913445...

Signature: 


Date: 3/6/2023

Date: 21 December 2022

THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED JAPAN COUNCIL
--

Name: Yoshikazu Miyanaga

Title: Chair

Signature: 

Date: 31 January 2023

Supplement to Memorandum of Understanding between the IEEE and the IEEJ

This supplement is established to identify the cooperative activities that are agreed to by IEEE and the IEEJ. It is expected that these activities will be completed in 2024.

Activity 1 – [The IEEJ International Workshop on Sensing Actuation Motion Control and Optimization (SAMCON) 2023]

Description of activity – [SAMCON is the workshop regarding motion control sponsored by IEEJ-IAS]

Homepage: [<http://www2.iej.or.jp/~diic/samcon/>]

Activity Manager: [IEEJ-IAS]

Estimated date: [March 24-26, 2023]

Estimated Attendance: [300]

Estimated participant fee: [not decided yet]

Funding sources(s): [IEEJ-IAS]

Activity 2 – [The 30th International Workshop on Frontiers of Computer Vision (IW-FCV2024)]

Description of activity – [IW-FCV is the workshop regarding the computer vision]

Homepage: [-]

Activity Manager: [IEEJ-IAS]

Estimated date: [Feb.19-20, 2024]

Estimated Attendance: [100]

Estimated participant fee: [20,000 JPY]

Funding sources(s): [IEEJ-IAS]

Activity 3 – [The IEEJ International Workshop on Sensing Actuation Motion Control and Optimization (SAMCON) 2024]

Description of activity – [SAMCON is the workshop regarding motion control sponsored by IEEJ-IAS]

Homepage: [<http://www2.iej.or.jp/~diic/samcon/>]

Activity Manager: [IEEJ-IAS]

Estimated date: [not decided yet]

Estimated Attendance: [300]

Estimated participant fee: [not decided yet]

Funding sources(s): [IEEJ-IAS]

Activity 4 – [The 22nd International Conference on Solid-State Sensors, Actuators and Microsystems (TRANSDUCERS 2023)]

Description of activity – The conference will feature four days of presentations and posters highlighting the latest and most technically advanced work in mechanical, optical, chemical, and biological devices and systems using micro- and nano-technology.

Homepage: <https://transducers2023.org/>

Activity Manager: IEEJ, IEEE MEMS Technical Community

Estimated date: June 25 – 29, 2023

Estimated Attendance: [1,000]

Estimated participant fee: JPY90,000

Funding sources(s): [IEEJ]

Activity 5 – [IEEJ P&ES and IEEE PES Thailand Chapter]

Estimated date: March 24, 2023

Estimated Attendance: 100 – 80 from Thailand – 20 from Japan

Estimated participant fee: Free

Funding sources(s): [IEEJ P&ES, IEEE PES Thailand]

Activity 6 – [10th International Symposium on Electrical Insulating Materials (ISEIM2023)]

Description of activity – ISEIM provides opportunities to exchange the stimulus information among Japanese, Asian, Western, and African researchers and engineers in the field of electrical insulation technology and dielectric material properties.

Homepage: [-]

Activity Manager: IEEJ Technical Committee on Dielectrics and Electrical Insulation, IEEE Dielectrics and Electrical Insulation Society

Estimated date: September 24 - 28, 2023

Estimated Attendance: [220]

Estimated participant fee: 40,000 JPY

Funding sources(s): [IEEJ-FMS]

IEEE Japan Council

Approval:

Yoshikazu Miyanaga

Date:

31 January 2023

Printed Name:

Yoshikazu Miyanaga

Society Approval:

勝野 哲

Date:

21 December 2022

Printed Name:

Satoru Katsuno

2005. 11. 10. 10:00

김민준