



Memorandum of Understanding Between the IEEE Computer Society (CS) and the International Telecommunication Union (ITU)

WHEREAS, among its activities, IEEE CS is engaged in providing professional education, training, assessment, evaluation, and certifications for computer professionals;

WHEREAS, as the United Nations' specialized agency for telecommunications/ICT, and with its 193 Member States and more than 800 members from industry and academia, ITU develops international standards and best practices, organizes events, publishes reports and statistics, delivers training, and implements projects, with a view to spreading access to ICT services around the world;

WHEREAS, ITU and IEEE CS (each a "Signatory" and collectively, the "Signatories") express their mutual interest and intent to cooperate in the field of professional education, training and capacity building, for the purpose of encouraging the exchange and dissemination of technical information, to improve communications and outreach to both industry and academic institutions, and to promote understanding and cooperation between their respective members of ITU and the IEEE CS;

WHEREAS, the Signatories now desire to enter into this Memorandum of Understanding (MoU), for the purpose of establishing a non-binding framework applicable to the cooperation between them, with respect to the activities detailed below;

NOW, THEREFORE, the Signatories intend to cooperate with each other as follows:

1. COLLABORATION

- 1.1 The purpose of this MOU is to establish a high-level, non-binding and non-exclusive framework for the cooperation which the Signatories mutually intend to undertake in the commonly agreed areas which are more fully described under Article 1.2 (collectively, the "Cooperation").
- 1.2 Subject to their respective rules, regulations and procedures, the Signatories hereby express their mutual intent to collaborate with one another in the field of professional education. More specifically, the Signatories intend to cooperate as follows:

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- A. Jointly promote their respective training and educational activities by leveraging their existing infrastructure and platforms, and to develop relevant joint initiatives;
- B. Jointly promote their respective publication activities for the purpose of providing a holistic vision and a wide range of perspectives on emerging trends, through research which covers technical, market and policy regulation, as well as broader societal implications in the field of ICTs;
- C. Support each other on one or more publications on specific issues pertaining to their mandated activities;
- D. Consider participating in or supporting the technical and conference activities of each other, for matters pertaining to the scope of Cooperation;

2. NATURE OF THIS MOU; IMPLEMENTATION OF THE COOPERATION

- 2.1 This MoU is not intended as, and will not be deemed or construed as, a binding agreement between the Signatories. Nothing contained in this MoU will give rise to any form of fiduciary or legal obligations or responsibilities by either Signatory. Correspondingly, this MoU does not constitute, and will not be deemed or construed as, any obligation or commitment of any type, whether express or implied, by either Signatory in respect of the provision of funds or financing; and any activities that may be conducted hereunder will be subject to and contingent upon the availability of sufficient staff, funds and other resources.
- 2.2 The relevant terms and conditions concerning the Cooperation (including, without limitation, those relating to financial, legal and operational matters, as well as to the respective rights, roles and responsibilities of the Signatories, if any) will be set forth in one or more legally binding written agreements and/or other instruments which will be separately negotiated, agreed to and signed by both of the Signatories following the execution of this MoU.
- 2.3 For the duration of this MoU, the Signatories may publicly announce that they collaborate in the activities of the Cooperation, as listed in section 1 above.

3. RESERVED RIGHTS

By way of clarification, each Signatory reserves all intellectual property rights, including without limitation all patent rights, design rights, software rights, trade rights, database rights, copyrights, trademarks and service marks held by such party as of the effective date of this MoU, or that may arise thereafter or be otherwise acquired outside the scope of the Cooperation.

4. NOTICES

All notices or exchanges of information given pursuant to this MoU will be made via the preferred method of email or, if necessary, in writing by registered mail, to the designated contacts identified below or to such other individuals specified by either party in writing to the other:

FOR IEEE CS

Michelle Phon

HK

Program Board Specialist

mphon@computer.org

FOR ITU

Chaesub Lee

Director, Telecommunication Standardization

Bureau

tsbdir@itu.int

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If by mail,

IEEE CS Washington DC Office 2001 L Street, NW Suite 700 Washington, DC 20036 USA If by mail,

International Telecommunication Union Place des Nations CH-1211 Geneva 20 Switzerland

5. EFFECTIVENESS; AMENDMENT AND TERMINATION

The MoU will become effective on the date of its signature by both Signatories, and shall renew automatically for successive one-year terms unless either Signatory notifies the other of its intent to not renew the MoU no fewer than six (6) months prior to the automatic renewal date.

6. SETTLEMENT OF DISPUTES; PRIVILEGES AND IMMUNITIES OF THE ITU

- 6.1 Any dispute between the Signatories arising from this MoU will be resolved by amicable direct negotiations between the Signatories, or by any other means to which the Signatories mutually agree in writing.
- 6.2 Nothing contained in or relating to this MoU will constitute or be deemed or construed as a waiver, whether express or implied, of any of the privileges, immunities or facilities which ITU or any of its officials enjoys by virtue of the international agreements and national laws applicable to ITU.

IN WITNESS WHEREOF, the Signatories have caused their duly authorized representatives to sign this MoU in two (2) originals in the English language, as of the date(s) set forth below.

Executed on behalf of

IEEE Computer Society

Hironori Kasahara

President

Place/Date:

Executed on behalf of

International Telecommunication Union

Houlin Zhao

Secretary-General

Place/Date: 16.05.2018