

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), entered into as of 22-Sep-2017, by and between IEEE Microwave Theory and Techniques Society ("Financial Sponsoring Party"), affiliate(s) of the Institute of Electrical and Electronics Engineers Incorporated ("IEEE") AND International Society of Infrared, Millimeter, and Terahertz Waves, ("Financial Sponsoring Party"), (collectively known as the "Sponsors") sets forth the relationship and obligations relating to the 2018 29th IEEE International Symposium on Space THz Technology (ISSTT) to be held on or about 26-Mar-2018, in Pasadena, CA, USA (the "Conference").

FINANCIAL LIABILITY: Financial liability for the Conference is as set forth in the IEEE Conference Application. To view the Financial Sponsor(s) liability percentages refer to the [Conference Application URL](#)

RESPONSIBILITIES OF THE SPONSORS: The responsibilities of the Sponsors shall be as described in the IEEE Conference Application submitted. The Conference shall be conducted in accordance with IEEE's bylaws and policies, including, but not limited to, the IEEE Conference Organization Manual.

TERMINATION: Any Sponsor may terminate this MOU at any time by providing at least thirty (30) days' prior written notice to the other Sponsor(s).

SIMILAR CONFERENCES: All 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.

INDEMNIFICATION: Each Sponsor shall indemnify, defend and hold harmless the other Sponsor(s) from and against any and all claims, demands, liabilities, settlements, damages, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of, or in any way connected with, any default, breach or negligent non-performance of this MOU or any negligent act or omission on the part of the indemnifying Sponsor, its agents and employees arising out of this technical co-sponsorship or the conduct of the Conference. Each Sponsor shall provide prompt written notification to the other Sponsor(s) in the event an indemnified claim arises. The indemnified Sponsor(s) shall reasonably cooperate with the indemnifying Sponsor at the indemnifying Sponsor's expense.

CONFIDENTIAL INFORMATION: "Confidential Information" means information identified in good faith by either Sponsor as "Confidential" and/or "Proprietary," or information that, under the circumstances, ought reasonably be treated as confidential and/or proprietary. "Confidential Information" shall include, but not be limited to, the terms and conditions of this MOU, customer data, usage statistics, market research, analyses, studies, processes, present and/or future product information, pricing information and business plans. No Sponsor shall disclose to a third party Proprietary or Confidential Information of the other Sponsor(s).

VISUAL IDENTITY: The Sponsor(s) shall ensure that all IEEE-branded, end-user facing, materials (including, but not limited to, Web sites, print collateral, and promotional items such as pens and shirts) for IEEE publications, products, services, conferences, and the like adheres to the guidelines established in the IEEE Visual Identity Guidelines (

https://www.ieee.org/go/visual_guidelines). The non-IEEE Sponsor(s) agree(s) to obtain written approval of any such materials by IEEE before final utilization and production of the same. The non-IEEE Sponsor(s) shall bear any expenses of reproduction of materials not approved by IEEE as well as materials that do not conform with the pre-approved materials.

IEEE MASTER BRAND/TRADEMARKS:

a) IEEE grants Non-IEEE Sponsor(s) a non-exclusive, revocable, worldwide, royalty free license to use the IEEE name, IEEE logo, and the joint IEEE name and logo (the "Masterbrand") (collectively the "IEEE Brand Identifiers") with respect to the promotion of the Conference.

b) The Non-IEEE Sponsor(s) recognize(s) that use of the IEEE Brand Identifiers must be in accordance with the policies and procedures established by IEEE for proper usage. A copy of these policies and procedures may be found at: <https://www.ieee.org/about/toolkit/index.html>.

c) The Non-IEEE Sponsor(s) acknowledge(s) and agrees that IEEE is the exclusive owner of all rights, title, and interest throughout the world to the IEEE Brand Identifiers. Nothing in this agreement shall constitute a transfer of any of IEEE's ownership in the IEEE Brand Identifiers to Non-IEEE Sponsor(s).

d) The IEEE Master Brand may only be used for conference promotion upon execution of this MOU. The right to use the IEEE marks as approved shall terminate upon termination of the co-sponsorship pursuant to this MOU for any reason. Guidelines for use of the IEEE Master Brand and Logotype "IEEE" can be found on the IEEE Web site <https://www.ieee.org/about/toolkit/index.html>.

ACCOUNTING AND AUDIT: All funds deposited for the Conference shall be tracked as a separate account (the "Conference Account") and be adequately safeguarded from loss. The Co-Financial Sponsor(s) shall have the right to review and audit the Conference Account, financial procedures and any and all other records related to the Conference at any time with two (2) business days' prior notice.

ACCOUNT INFORMATION: Should one Financial Sponsor assume responsibility for the Conference Account, that Financial Sponsor shall provide to all other Financial Sponsor(s) information regarding account statements showing the balance in the Conference Account and any deposits or withdrawals from the Conference Account, on a monthly or more frequent basis upon request. Additionally, within six (6) months following the close of the Conference, all Financial Sponsors shall receive a final statement for the Conference Account, showing all deposits and withdrawals, as well as an accounting for the final disposition of any surplus. When applicable, within one (1) month conference loans must be repaid. Should a third party assume responsibility for the Conference Account, an IEEE Fiscal Agent agreement will be completed.

EXHIBITS BOOTH: If requested by the IEEE Sponsor, the Conference shall provide, at no cost, exhibit booth, exhibit table or other means of promoting IEEE membership and activities during the conference.

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

ASSIGNMENT: None of the parties may assign or transfer any right, interest or claim under this

MOU without the express written consent of the other Parties.

GOVERNING LAW: This MOU shall be governed, construed, applied and enforced in accordance with the laws of the State of New York without regard to conflict of law principles.

NON-BINDING: THIS MOU IS NOT INTENDED TO CONSTITUTE A BINDING EXPRESSION OF THE MUTUAL INTENT OF THE PARTIES REGARDING THE SUBJECT MATTER HEREOF. Neither party (nor any of their respective representatives) shall have any legally binding obligations, rights or liabilities of any nature whatsoever to any party hereto or to any other persons pursuant to this MOU.

This MOU shall not be valid until approved and executed by authorized representatives of both the Sponsors and acknowledged by IEEE Conference Services.

As a financial sponsor of 2018 29th IEEE International Symposium on Space THz Technology (ISSTT) hereafter referred to as a "conference" MTT will provide the following to the conference:

A conference loan (if requested) for an agreed upon amount

- Is contingent upon approval of the amount by the MTT Adcom and overall budget review/approval by the MTT Treasurer
- Note: All loans are to be paid back within 30 days of the final day of the conference

IEEE/MTT members to serve on the organizing and technical program committees of the conference

Encouragement to its members to submit papers and attend the conference

Assist in publicity:

- Conference will be placed on the MTT Meetings Calendar
- Provide MTT logo, which is to be included on all promotional and marketing materials which includes but is not limited to website, call for papers, program books, proceedings, web and print ads, emails, mailings and any social media related to the conference per IEEE Policy 10.1.17- Use of IEEE logo
- Inclusion of the conference in the MTT monthly e-newsletter (pending organizer's submission and compliance) (MTT manages the overall content schedule so submittal does not guarantee inclusion in every e-newsletter as it is based on overall schedules and each conference's deadlines/dates)
- Items to be provided: Logo, 100 word description, and URL for linking
- Please send to MTT-S M&S Administrator, m_s@mtt.org
- Inclusion of the conference's call for papers in the Microwave Magazine (pending organizer's submission and compliance) (MTT manages the over content schedule and will determine which issues of Microwave Magazine each CFP runs in based on overall schedule and each conference's deadlines/dates)
 - o All dates in the CFP must be in day month year format (ex. 1 January 2013)
 - o Please provide a high resolution PDF of the CFP as soon as it's available to MTT-S M&S Administrator, m_s@mtt.org
- Promotion of key events and deadlines for the conference on the MTT social media channels (twitter, facebook, and linkedin)
 - o All materials should be sent to MTT-S M&S Administrator, m_s@mtt.org

The conference will provide the following to MTT:

- As part of financial management, provide the initial/interim/final budgets when requested by IEEE staff, and using the IEEE financial reporting template
- Inclusion of the MTT logo on all promotional and marketing materials which includes but is not limited to website, call for papers, program books, proceedings, web and print ads, emails, mailings and any social media related to the conference per IEEE Policy 10.1.17- Use of IEEE logo:
 - o Logo on website should be linked back to MTT website or if this is not possible a stand alone link on the homepage should be created (URL: www.mtt.org)
- Inclusion of MTT materials in delegate bags, pubs bins, etc. at the conference
 - o Due dates for materials should be sent to MTT-S M&S Administrator, m_s@mtt.org
- Option to provide a welcome on behalf of the society in person at the conference plenary or opening event
- The Conference will waive the registration fee to the Representative of the MTT Society who may be either the president or his/her representative at the conference
- Option to have an MTT-S membership booth at the conference (space free of charge)
- A copy of the registration (attendee list) in electronic form (excel is preferred) once the conference has ended. Should include first/last name, affiliation, mailing address and contact email.

Due to the high acceptance rate ISSTT papers will not be published in IEEE Xplore but will appear in the NRAO database.

IEEE Microwave Theory and Techniques Society :

Name: Dominique Schreurs

Title : Chair MTT-S Meetings and Symposia Committee

Email: dominique.schreurs@ieee.org

Status: Approved

International Society of Infrared, Millimeter, and Terahertz Waves :

Name: Peter Siegel

Title : IRMMW-THz General Secretary

Email: Phs@caltech.edu

Status: Approved