Technical Committee Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 1 day of October, 2013, by and between the IEEE Biometrics Council ("The Council") and [IEEE Society Name] ("The Society") 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").

1. SUMMARY: The IEEE Biometrics Council is a Technical Council of the IEEE Technical Activities Board (TAB). The Council provides a continuing mechanism for two or more IEEE Societies, called Member Societies, to work together in a multidisciplinary technical area of mutual interest, primarily through conferences and publications (IEEE Bylaw I-401.6).

2. FINANCIAL CONSIDERATIONS OF TECHNICAL COUNCIL: Council finances shall follow the guidelines provided in the TAB Operations Manual (Section 4.5.3).

The Society agrees to sponsor the Council through a $2000 annual fee, with a 4 year minimum commitment for years 2013 through the end of 2016. The first payment will occur following the execution of this MOU by the Sponsoring Parties. All subsequent annual fees will be transferred by the end of the first quarter of each year.

Member Society participation in the Council also includes funding of a Society Representative to attend one face-to-face Council meeting annually.

3. SOCIETY REPRESENTATION ON THE TECHNICAL COUNCIL: Through this sponsorship, each Member Society will be entitled to one representative on the governing board of the IEEE Biometrics Council. The voting privileges of the Member Society representatives shall be outlined by the constitution and governing documents of the IEEE Biometrics Council. The representatives will be appointed by the Member Society.

4. Termination of the MOU: Any Member Society unwilling or unable to continue to share responsibilities as defined in this MOU may resign from the Technical Council. Notice of the Member Society’s intention to withdraw from the Council must be given six (6) months prior to the effective date of resignation. When a letter of resignation has been received by the Technical Council Secretary [or designated Council officer], the resigning Society shall be dropped from the Technical Council at the end of the calendar year after the six (6) month notification period has ended. Any former Member Society may later rejoin, without prejudice, on the same basis as any new applicant. This MOU may also be terminated upon dissolution of the Technical Council.

5. Renewal of the MOU: This agreement is valid for the calendar years 2013 – 2016 and is renewable for an additional 4 years term by written consent of all partners after [1/Jan/2016] of the 4th year.

6. GENERAL TERMS AND CONDITIONS: Non-Binding Effect. In accordance with IEEE Bylaws Section 1107.2, 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 Committee.

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.
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
[IEEE Council Name]

_______________________________________
Authorized Signature

_______________________________________
Print Name

_______________________________________
Title

_______________________________________
Address

_______________________________________
City, State, Country, Postal Code

_______________________________________
Phone/Fax

_______________________________________
Email

The Institute of Electrical and Electronics Engineers, Incorporated acting through
IEEE Communications Society
[IEEE Member Society Name]

_______________________________________
Authorized Signature

_______________________________________
Print Name

_______________________________________
Title

3 Park Avenue, 17th Floor
New York N.Y. 10016

_______________________________________
Address

_______________________________________
City, State, Country, Postal Code

+1 212 705 8900

_______________________________________
Phone/Fax

society@comsoc.org

_______________________________________
Email

The Institute of Electrical and Electronics Engineers, Incorporated

_______________________________________
IEEE Authorized Signature

_______________________________________
Print Name

2013 Vice President, Technical Activities

_______________________________________
Title