MEMORANDUM OF UNDERSTANDING

Whereas China Institute of Communications (hereinafter referred to as "CIC, and
the IEEE Communications Society (hereinafter referred to as "ComSoc"),
desire to collaborate on a publication entitled China Communications in a spirit of collegiality, cooperative best
efforts, and a commitment to resolve disputes amicably,

Now, therefore, it is agreed by and between CIC and ComSoc (hereafter referred to as "the Parties") as follows:

Statement of purpose. CIC and ComSoc will collaborate on China Communications. Both parties are committed to
publishing high-quality papers on the information and communication technologies to promote worldwide exchange
in the information and communication technologies field.

1. Co-sponsorship and copyright. CIC and ComSoc are the financial co-sponsors of China Communications. The
CIC shall hold Copyright of the collected works, individual articles, and any parts thereof. Both the CIC and
ComSoc may freely use the content of the magazine consistent with their regular business practices without
incurring any charge from or liability to, and without any necessity to obtain permission from, the other. Both
Parties must jointly approve and otherwise coordinate on any free online packages or magazine giveaways. The CIC
will register the title with the trademark, ISSN, and copyright authorities as appropriate.

2. Management and operations. The overall quality assurance and oversight shall be shared responsibilities of the
Parties.

a. The Parties will make joint efforts to assure that the editorial quality, policies and calendar meet the demands of
subscribers and advertisers. The Parties will jointly organize a strong Editorial Board of unpaid volunteers,
consisting of an Editor in Chief (EIC), one or more optional Associate EICs to support the EIC and facilitate
international coordination if so specified by the Steering Committee (section 4), and Associate Editors (editorial
staff members), by inviting outstanding experts both in China and in the worldwide technical community. The EICs
and Associate EICs will be appointed by the Steering Committee (section 4), and Associate Editors will be
appointed by the EIC with the concurrence of the Steering Committee. Both Parties will serve as content providers
by jointly soliciting and processing papers. The Parties will achieve successful marketing operation and widespread
distribution through coordinated efforts by CIC in China and by the IEEE throughout the world. Both parties shall
abide by relevant publication laws and regulations of the People’s Republic of China and the United States of
America for management and operation of China Communications.

b. CIC will be responsible for the following China-based editorial and distribution functions:
- domestic regulatory and legal requirements;
- recommending and inviting China-based Editorial Board members;
- calling for papers with a focus on China-based authors, to be processed by the Editorial Board, so as to reach an
  average of 50% of the high quality papers for each issue in a timely manner to ensure scheduled publication of
  China Communications;
- translating papers from Chinese to English;
- managing the domestic advertisement operation, domestic promotion, and domestic distribution of China
  Communications through a Production Editor.

c. CIC will manage the production of China Communications. CIC will be responsible for:
- organizing a production team with the help of a China-based media company.

- managing production operations and staff;
- producing the publication and paper fulfillment, plus preparing electronic files for electronic (on-line) publication
  and dissemination through both CIC and IEEE;
- providing ComSoc and IEEE Publishing with electronic files compliant with the requirements of the IEEE Xplore
  platform, and, as ComSoc’s request, for use by ComSoc member subscribers and other purposes.
d. ComSoc will be responsible for
-preparing and submitting Phase I and Phase II proposals to the IEEE Periodical Committee and IEEE Technical Activities Board (TAB) for IEEE's official approval of the joint publication.
-upon TAB approval, recommending and inviting overseas Editorial Board members in numbers comparable to the China-based Editorial Board members.
-calling for papers with a focus on overseas authors, to be processed by the Editorial Board, so as to reach an average of 50% of the high quality papers for each issue in a timely manner to ensure scheduled publication of ChinaCom.
-taking advantage of the strong marketing power of IEEE to market the magazine and attract paid subscribers.

e. A joint Steering Committee shall be organized to maintain editorial quality and oversee operations, as described in Section 4.

3. Budget and Financial Co-sponsorship Model

a. Description
The jointly sponsored China Communications will be a printed English-language magazine with an on-line version. It will be published initially with 6 issues a year, increasing to 12 issues a year as conditions permit. Papers may originate in the English language or originate in the Chinese language and be translated into English. Review and acceptance/rejection procedures, based on the English-language versions of all papers, will conform to the standards of both CIC and IEEE.

b. Budget and Co-sponsorship Model
The costs associated with China Communications consist mainly of translation fees, layout, printing, mail delivery of printed copies, production staff salary, and additional production expenses such as communications, office supplies and property management.

The revenue is generated mainly through advertisements, paid subscriptions, voluntary page charges and overlength charges.

ComSoc will retain the revenue generated from its overseas (outside China) advertising operation and overseas distribution of printed and on-line publication as well as voluntary page charges of overseas authors while bearing the related cost.

CIC will retain the revenue generated from its domestic (within China) advertising operation and domestic distribution of printed and on-line publication while bearing the related cost.

During the validity of agreement, CIC will provide as many printed copies and electronic files as well as advertising pages as possible for ComSoc free of charge.

CIC and ComSoc will jointly prepare an official budget to be submitted to the Financial Committee of the IEEE Technical Activities Board (TAB FINCOM) in conjunction with the Phase I and Phase II proposals. A 50%-50% financial co-sponsorship model will be the target. In an addendum to this MoU, to be approved by TAB FINCOM, ComSoc and CIC will jointly establish the amount that ComSoc will pay to CIC each year over the duration of the joint publication.

4. Steering Committee

a. Mandate. The Steering Committee shall provide management oversight to China Communications, ensuring that the publishing procedures executed by the Publisher and the editorial policies to be followed by the EIC and the Editorial Board equitably serve both participating societies.

b. Membership composition. The membership of the Steering Committee shall consist of a chair as defined below, two representatives from each party, and, serving as ex officio members, the magazine's Editor in Chief, Production Editor, the CIC's Chief Executive Director, and the Communication Society's Director of Magazines.

c. Membership terms. All appointments shall begin on 1 January of the designated beginning year of a term and end on 31 December of that term. Terms for each member shall run for three years. If a Steering Committee member resigns before the three year term ends, the Society that appointed the resigning member shall appoint a new representative for the remaining period that was to be served by the resigning member.
d. Chair. Except for the initial Chair, the Chair shall normally be chosen from among past members of the Steering Committee and shall serve for a term of three years, non-renewable. The Chair shall vote only to break a tie. The first Chair shall be selected by the IEEE Communications Society and the second by the China Institute of Communications. The Chair shall continue to alternate between the two societies, except if a Party shall notify the steering Committee, in writing, that it wishes to pass on its turn.

e. Other officers. The Steering Committee shall select a Secretary from among its membership, serving in that post for a term of one year.

f. Appointment of Editor-in-Chief, Associate EICs and Production Editor. The EIC and any Associate EICs shall be nominated by the Steering Committee and appointed with approval by both Parties. The Production Editor shall be appointed by CIC.

g. Editorial review. Each year, the Steering Committee shall review the most recent four issues of the magazine, the editorial calendar for the next four issues, and the editorial plan for compliance with this Memorandum of Understanding and the magazine’s vision statement. The Steering Committee will then prepare a report recounting its findings and recommendations to both Parties and to the EIC.

h. Marketing review. Each year, the Steering Committee shall also review the results of marketing efforts by both Parties in the past year and their current marketing plans. The Steering Committee will then prepare a report recounting its findings and recommendations to both Parties.

i. MOU compliance. At its annual meeting, the Steering Committee shall review all aspects of the magazine’s operation and its relationship with the memorandum of understanding, ensuring that the needs of both Partners are equitably addressed.

j. Editorial plan. The editorial policy and coverage of the magazine will be set forth in an editorial plan formulated by the EIC and the Editorial Board and agreed to by the Parties operating through the Steering Committee. The editorial plan will be reviewed and possibly revised annually if mutually agreed to by the Parties. The EIC, Executive EIC and any associate EICs will review content for each issue, with the EIC having the authority to make editorial decisions.

5. Editorial policies. To assure a high quality of the published technical papers, each paper shall be reviewed by at least three independent experts, conforming to policies of both CIC and IEEE. The reviews shall be kept in an electronic form for at least three years, and will be available, upon request, to the members of the Steering Committee.

6. Modification and termination. The terms and conditions of this agreement may be modified at any time by written agreement signed by authorized representatives of both CIC and ComSoc. This agreement may be terminated by either of the Parties for any reason with a minimum six-month written notice to the other, said termination to be effective the 31st of December first occurring six months after notice is given.

7. Notices. Any notices or correspondence to CIC under this agreement shall be provided to The Editorial Office of China Communications, China Institute of Communications, 20 Zhaoifu Street, Dongcheng District, Beijing 100069, China. Any notices or correspondence to ComSoc under this agreement shall be provided to Director of Magazines, IEEE Communications Society, 3 Park avenue, 17th Floor, New York, New York 10016.

Byeong Gi Lee
President, IEEE Communications Society
August 16, 2010

Zhou Deqiang
President, China Institute of Communications
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