MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 19 day of July, 2010, by and between The Institute of Electrical and Electronics Engineers, Incorporated, a New York not-for-profit corporation ("IEEE"), acting through its IEEE Communications Society, The Radio-Electronic Association of Vietnam, and The Ho Chi Minh City University of Technology together the "Sponsoring Parties" and sets forth the relationship and obligations relating to the 2010 International Conference on Advanced Technologies for Communications (ATC 2010) to be held 20-22 October 2010, in HoChiMinh City, Vietnam (the "Conference").

1. DURATION OF MOU: This MOU addresses the rights and obligations with respect to the Conference. Although the parties may presently be considering the possibility of future conferences similar in theme or subject matter, no party shall be under any obligation to renew this MOU.

2. SIMILAR CONFERENCES: Both 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.

3. FINANCIAL OWNERSHIP OF MOU: All surplus funds accrued from the successful operation of the conference will be returned to the Sponsoring Parties and pro-rated according to their percentage of sponsorship after the final accounting of the conference is completed, including the repayment of any loans advanced to the conference. Similarly, any loss from a conference will be shared by Sponsoring Parties and pro-rated according to their percentage of sponsorship. (Total percent must add up to 100%)

IEEE Communications Society 25%
The Radio-Electronic Association of Vietnam 50%
Ho Chi Minh City University of Technology 25%

4. OWNERSHIP OF THE CONFERENCE NAME: The Sponsoring Parties agree and acknowledge that The Radio-Electronic Association of Vietnam is the exclusive owner of all rights, title and interest throughout the world to the name 2010 International Conference on Advanced Technologies for Communications (ATC 2010), including, and without being limited to, all rights in the trademarks, service marks, certification marks, and association marks ("Conference Marks"). During the term of this MOU, the Co-Sponsoring Party shall have a non-exclusive, non-transferable, royalty-free license to use the Conference Marks in connection with the Conference.


7. RESPONSIBILITIES OF THE SPONSORING PARTIES:

The IEEE Communications Society has responsibility to ensure such papers which have been selected for presentation by the Conference Committee shall be eligible for inclusion in the IEEE Xplore.

The IEEE Communications Society shall be responsible for all cost of the publishing and distribution by the Conference Publications Program of such papers in the form of Conference Proceedings.
Furthermore, Sponsoring Parties shall:

(a) Ensure such papers accepted for inclusion in the CPP are prepared in IEEE-compatible format according to the procedures available at http://www.ieee.org/portal/pages/pubs/confpubcenter/instructions.html; and

(b) Submit such content to IEEE within one (1) week after the Conference end

This MOU may not be terminated except by written consent of all parties. Upon termination of this MOU, a full and general accounting shall be made of the assets, liabilities and transactions of the Conference. Upon termination or non-renewal of this MOU, no Sponsoring Party may use, license, create derivative works, or exploit in any way the jointly owned works without the written consent of the other parties.

The IEEE Communications Society will advertise the Conference in the conference calendar on its website (www.comsoc.org) and in the conference calendar in the IEEE Communications Magazine. The Radio-Electronic Association of Vietnam will be responsible for designing and maintaining the conference website, handling financial matters (including budget development, maintaining the bank account, and providing financial reporting), and making and submitting necessary documents related to the Conference such as the conference application and conference reports. The Ho Chi Minh City University of Technology shall be responsible for managing local arrangements, and other conference on-site logistics.

The Sponsoring Parties shall jointly appoint individuals to serve on a committee to oversee the organization of the Conference. The Conference Organizing Committee shall be responsible for the Conference planning and operations. The Conference Organizing Committee shall be composed of representatives from each of the Sponsoring Parties. The Conference Organizing Committee shall be responsible for appointing other committee chairs, defining the technical program, identifying short courses, coordinating exhibits, selecting hotels, and all other aspects of the Conference.

8. POLICIES: The Conference shall be planned and conducted according to IEEE Policies Section 10 - Meetings,

Conferences, Symposia and Expositions (http://www.ieee.org/web/aboutus/whatis/policies/p10-1.1.html). The Conference budget and planning documentation shall be submitted to the IEEE Organizational Unit and approved in advance of any commitments of money to any third parties for Conference expenses.

9. INSURANCE: Each Sponsoring Party represents and warrants that they maintain general liability insurance in an amount no less than $1 Million to cover potential liabilities that could arise from the Sponsoring Parties participation in the Conference.

10. INDEMNITY: Each Sponsoring Party shall indemnify and hold harmless the other Sponsoring Party 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 itself, its agents and employees arising out of this MOU.

11. PROPRIETARY OR CONFIDENTIAL INFORMATION: Neither party shall disclose to a third party Proprietary or Confidential Information of the other party. Each party further agrees to act as trustee for any Confidential Information jointly created or acquired through the parties’ participation in this MOU.
12. GENERAL TERMS AND CONDITIONS:

**Binding Effect:** This MOU shall inure to the benefit of, and be binding upon, the Sponsoring Parties, their successors in interest, legal representatives, and assigns.

**Assignment:** None of the Sponsoring Parties may assign or transfer neither its interest in this MOU, nor any interest herein or claim hereunder without the express written consent of the other Sponsoring Parties.

**Complete MOU:** This MOU constitutes the entire agreement among the parties and supersedes all other prior MOUs of the parties for the period to which it applies and may not be modified except in writing signed by the parties.

**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.

**Counterparts:** This MOU may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If either party uses a scanned or facsimile transmittal, that copy shall be deemed to be an original.

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.

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**The Institute of Electrical and Electronics Engineers, Incorporated acting through It's [IEEE Communications Society]**

**Authorized Signature**

Jack Howell
Print Name

**Executive Director**

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**The Radio-Electronic Assoc. of Vietnam**

**Authorized Signature**

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The Institute of Electrical and Electronics Engineers, Incorporated

IEEE Authorized Signature

Print Name

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