

Memorandum of Understanding

Revised 2 April 2004

Whereas the IEEE Computer Society (hereinafter referred to as “CS”), an operating division of the Institute of Electrical and Electronics Engineers, Inc., a New York not-for-profit corporation (hereinafter referred to as “IEEE”), and

Whereas the IEEE Communications Society (hereinafter referred to as “ComSoc”), also an operating division of the IEEE, and

Whereas CS and ComSoc desire to jointly own and publish a publication entitled *IEEE Pervasive Computing* (hereinafter referred to as “*IEEE PvC*”) in a spirit of collegiality, cooperative best efforts, and a commitment to resolve disputes amicably.

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

1. **Statement of purpose.** CS and ComSoc will jointly publish *IEEE PvC*. *IEEE PvC* aims to support and promote the emerging discipline of pervasive computing, which includes advances in mobile and wireless technologies, distributed computing, and applications of artificial intelligence, among others. The intended audience comprises computer engineers, communications engineers, and pervasive systems applications developers who would benefit from literature regarding pervasive computing research and applications. It is the intention of the Parties that the publication will contain broad-interest theme articles, departments, news reports, and editorial comment, that collateral materials such as source code will be made available via the Internet, and that all theme and feature articles will be peer-reviewed.
2. **Ownership and copyright.** The IEEE itself will own the publication. The IEEE shall hold Copyright of the collected works, individual articles, and any parts thereof. Both the CS 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 CS will register the title with the trademark, ISSN, and copyright authorities as appropriate.
3. **Management, operations, and budget.** The overall policy and oversight shall be shared responsibilities of the Parties. The CS will manage the publishing of *IEEE PvC*. The CS Publisher (hereafter referred to as “Publisher”) will be responsible for all personnel management decisions and operations consistent with normal CS practices for its magazines. The CS will produce the publication and be responsible for its manufacturing and fulfillment. The CS staff will also prepare and use electronic files for electronic publication and dissemination. The CS will provide ComSoc with electronic files at ComSoc’s request for use by ComSoc member subscribers and other purposes. The annual budget shall be submitted by the CS and shall be mutually agreed to by CS and ComSoc. No significant expenditures will be charged to *IEEE PvC* by either Party other than pursuant to the budget, unless both Parties agree. The IEEE will obtain and keep in force insurance policies for general and publishers liability.

4. Steering committee

- a. **Mandate.** The Steering Committee shall provide management oversight to *IEEE PvC*, ensuring that the publishing procedures executed by the Publisher and the editorial policies instituted by the EIC equitably serve both participating societies and their member subscribers.
- b. **Membership composition.** The membership of the Steering Committee shall be a chair and two representatives for each party. The magazine's Editor in Chief, the Computer Society's Publisher, and the Communication Society's Marketing Manager shall serve as ex officio members.
- c. **Membership terms.** All appointments shall begin on 1 January of the designed beginning year of a term and end on 31 December of that same year. In no case shall the term of a Steering Committee member exceed three years. Except in forming the committee initially, terms for each member shall run for three years. To achieve staggered terms in forming the initial committee, ComSoc shall initially appoint one of its representatives to a one-year term and the other to a three-year term; CS shall appoint one of its representatives to a two-year term and the other to a three-year term. 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, nonrenewable. 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 IEEE Computer Society. 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 and a Treasurer from among their membership, each to serve in that post for a term of one year.
- f. **Meetings.** The Steering Committee shall meet in person at least annually. For action to be taken, each Partner must be represented by at least one attendee. In the event only one representative for a Partner can attend a meeting, that representative shall hold the partner's two votes. Telephone attendance by one Steering Committee member from each society is permitted.
- g. **Appointment of editor-in-chief.** The Steering Committee shall meet every two years to recommend an EIC. CS and ComSoc, according to their respective organizational procedures, will then appoint the EIC based on the Steering Committee's recommendations. The EIC term limitations are defined in Section 5b of this MoU. There must be a concurrence between the Parties or the search will continue until a candidate acceptable to both parties is found. The Steering Committee shall inform Vice Presidents responsible for publications of both Societies as well as the Publisher of CS and the Director of Magazines of ComSoc about the new appointment.

- h. **Financial oversight.** Each year, with awareness of the IEEE TAB timetable for development of Society budgets, the Steering Committee, under the leadership of the Treasurer, shall review and approve the Publisher's three-year-out budget for the magazine, including page budget, periodicity, income, and expenses. The Committee shall also review the financial history for the preceding two years and transmit an approved budget to each Partner at least 60 days in advance of the deadline for budget submission to IEEE Technical Activities.
- i. **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 EIC's 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.
- j. **Marketing review.** Each year, the Steering Committee shall also review the results of marketing efforts by both Partners 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.
- k. **MOU review.** 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. Revisions of MoU are covered in Section 12.
- l. **IEEE relations.** The Chair of the Steering Committee shall serve as the primary interface with IEEE and, specifically, IEEE TAB.

5. Editorial oversight and coverage

- a. **Editorial board and editors-and-chief.** A single editorial board will be formed for the publication. There will be an Editor in Chief (EIC), whose term shall be for two years. No individual shall serve in the capacity of EIC for more than two consecutive terms.
- b. **Appointment of members of the Editorial Board.** The EIC will appoint members of the Editorial Board following approval of the Steering Committee. The EIC may appoint one or more Editorial Board members as associate editors in chief, following also approval of the Steering Committee.
- c. **Liaisons.** While each Partner shall have several of its members on the Editorial Board, one representative from each Partner shall be designated as that Society's liaison, responsible for serving as a conduit of information between the Society's volunteer and staff leadership and the magazine's Editorial Board.
- d. **Editorial plan.** The editorial policy and coverage of the magazine will be set forth in an editorial plan formulated by the EIC and 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 and any associate EICs will review content for each issue, with the EIC

having the authority to make editorial decisions.

6. **Frequency of publication.** *IEEE PvC* will be published quarterly beginning in 2002.
7. **Sponsor identification.** *IEEE PvC* will prominently display the logos of the parties on the front cover. Each issue will contain the mastheads and rosters required by the Parties.
8. **Marketing, order processing, and fulfillment.**
 - a. **Members:** CS and ComSoc will each be responsible for marketing of *IEEE PvC* to its respective members. The level of effort will be agreed to and coordinated annually by the Parties as part of the annual budgeting process as overseen by the Steering Committee.
 - b. **Institutions:** The IEEE will handle the processing and fulfillment of all library sales that are not part of a CS or ComSoc combination package. *IEEE PvC* will be included in the IEEE All Society Periodicals Package (ASPP), once eligible and approved, the IEEE Electronic Library (IEL), the Computer Society Library Subscription Plan (CSLSP), the Computer Society Member Digital Library Subscription (MDLS), and the ComSoc Digital Library.
 - c. **Marketing to outside constituencies:** The Parties agree that a reasonable, but targeted effort should be made to recruit new members and members from outside the memberships of the Parties. As part of the annual budgeting process, CS and ComSoc will agree on an amount to be invested to support this effort. Budgeted amounts will be determined based on results from previous efforts. The Publisher shall be responsible for facilitating the development of this budget number. The CS Marketing Department shall be responsible for coordinating the marketing efforts for this initiative on behalf of both CS and ComSoc. The Steering Committee will have oversight over these processes and will provide guidance to the Publisher and the Marketing Directors of both Partners in the preparation of these budgets and their execution.
9. **Advertising sales and operations.** The two Parties will collaborate on determining the best way to sell advertising for this publication.

10. Finances

- a. **Subscription process:** Every year before 15 May, the Publisher shall propose a schedule of annual subscription prices for the following year. Said processes are to be reviewed by the Steering Committee and are subject to approval before 1 July by both Parties in accordance with their customary procedures.
- b. **Budget:** Each year, the Publisher will develop an annual budget for the magazine for review by the magazine's Steering Committee. The budget will include subscription pricing, projected circulation numbers, and anticipated revenue and expenses for publication of *IEEE PvC*. CS and ComSoc, each through its standard operating procedures, will approve this budget, or aspects thereof to be in compliance with the IEEE budget process for co-sponsored publications. As part of the budget process, the Parties will mutually agree to expenses associated with promotion, fulfillment, and advertising services provided in support of *IEEE*

PvC. Any changes by either Party that will materially affect the budget will be agreed to in advance by both Parties.

- c. **Quarterly reports:** Within 60 days after the end of each quarter, CS shall promptly provide the Steering Committee and both Parties with a quarterly financial report including information on income and expenses.
- d. **End-of-year and midyear settlements:** within 90 days of the end of each calendar year and of each midyear mark, CS shall furnish the Steering Committee and both Parties with an annual financial summary of the magazines. This report shall account for all revenues and expenses (including those revenues and expenses earned or incurred by ComSoc), and associated overhead in support of *IEEE PvC*. The net operating surplus or deficit of this report will represent the final bottom line performance of *IEEE PvC* for the year. This net operating surplus or deficit shall be divided equally between CS and ComSoc. Along with the annual financial report, CS will provide a statement of reconciliation showing the amount due to or from ComSoc. Any payments due shall be paid to ComSoc or CS within 30 days. Either one of the Parties has the right to appoint an independent auditor at its own expense to examine the financial records of the other Party solely for the purpose of verifying the amounts reported under the terms of this paragraph.

11. **Settlement of disputes.** Any disputes and differences arising out of this agreement shall be settled first by the CS Publisher and ComSoc Director of Magazines, then by the Steering Committee, then by CS and ComSoc Executive Directors, and finally by the CS and ComSoc Presidents. If the Parties cannot reach agreement, they will refer the dispute to the next appropriate IEEE level for resolution.
12. **Modification and termination.** The terms and conditions of this agreement may be modified at any time by written agreement signed by an authorized representative of both CS 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 month after notice is given. This agreement, with supplements and modifications, if any, shall remain in full force and effect from year to year until terminated by either Party as provided therein, or by mutual agreement. In the event of termination, the Parties shall negotiate disposition of ownership, copyright, and similar matters in good faith hereto. If such termination involves the continuation of *IEEE PvC* by only one of the Parties, then a value shall be determined for the continued publication by mutual agreement of both Parties. Said valuation may result in a payment from the continuing Party to the other. If agreement on the terms and conditions of termination cannot be reached by negotiation, then either Party may call for the settlement of the dispute by arbitration according to the terms in paragraph 11. This agreement shall be renewed every five years by both CS and ComSoc. The renewal procedure shall begin four years after the agreement in force was signed and the new agreement should be signed not later than six months before the termination of the agreement in force.
13. **Notices.** Any notices or correspondence to CS under this agreement shall be provided to Publisher, IEEE Computer Society, 10662 Los Vaqueros Circle, Los Alamitos, California 90720. Any notices or correspondence to ComSoc under this agreement shall be provided to Director of Magazines, 3 Park Avenue, 17th Floor, New York, New York 10016.

Other matters

- a. The terms of this agreement bind and benefit CS and ComSoc and their respective successors and permitted assignees. Neither CS nor ComSoc can assign any of its rights or delegate any of its obligations created by this agreement without the prior written consent of the other Party.
- b. CS and ComSoc each warrant its right to enter into this agreement.
- c. In the event that one or more of the provisions of this agreement is declared invalid, illegal, or unenforceable, the remaining provisions contained herein shall not in any way be affected.

Nothing contained in this agreement shall in any way constitute a joint venture or legal partnership. Neither of the Parties shall be responsible for the debts, liabilities, or obligations incurred, imposed on, or suffered by the other party. Neither Party shall make any warranties or representations to any person, firm, or corporation inconsistent with this agreement.

John M. Howell, Executive Director
IEEE Communications Society

Angela Burgess, Publisher
IEEE Computer Society

Date