

TECHNICAL CO-SPONSORSHIP
MEMORANDUM OF UNDERSTANDING

Between the
IEEE ROBOTICS AND AUTOMATION SOCIETY

and
INSTITUTE OF CONTROL, ROBOTICS AND SYSTEMS

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this Friday of 30 April 2009 by and between The Institute of Electrical and Electronics Engineers, Incorporated, a New York not-for-profit corporation¹ (“IEEE”), on behalf of the IEEE Robotics and Automation Society (“IEEE Unit”) and Institute of Control, Robotics and Systems (“Technical Sponsor” and together with the IEEE Unit collectively referred to as “Sponsoring Parties”) and sets forth the relationship and obligations relating to the **2009 IEEE International Symposium on Assembly and Manufacturing [IEEE ISAM]** to be held on 17 - 20 November, 2009 in Seoul, Korea (the “Conference”).

1. TERMS OF MOU

1.1 Purpose. The purpose of the Symposium shall be to advance the understanding and application of **Assembly and Manufacturing**.

1.2 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.

1.3 Approval of the Symposium. The Symposium shall be planned and conducted according to IEEE Policies Section 10 - Meetings, Conferences, Symposia and Expositions.

2. SPONSORSHIP

2.1 The Sponsoring Parties shall be technical co-sponsors of the Symposium. Technical co-sponsorship indicates direct and substantial involvement by the Sponsoring Parties solely in the organization of the technical program portion of the Conference. The Parties agree that the revenues and expenses of the Symposium are the sole right and responsibility of the IEEE Unit.

¹ In the event the Conference is to take place in a European location, “IEEE International LLC,” will be the contracting party instead of “The Institute of Electrical and Electronics Engineers, Incorporated, a New York not-for-profit corporation.” Additionally, for VAT payment purposes, IEEE International LLC must be the contracting party for any third party supplies or services in connection with a conference in a European location.

2.2 The Sponsoring Parties shall encourage each party's members to submit papers and attend the Symposium. Technical Sponsor understands that IEEE has sole discretion to designate which papers accepted for presentation at the Symposium shall be eligible for inclusion in the IEEE Conference Publications Program (CPP). The IEEE Unit shall be responsible for all costs of the publishing and distribution by the CPP of such papers in the form of Symposium 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

2.3 Each Sponsoring Party will appoint members from its respective society who will represent the Sponsoring Party on the Technical Program Committee of the Symposium.

3. SPONSORING PARTIES SUPPORT OF PROMOTIONAL ACTIVITIES

Each Sponsoring Party shall contribute their services toward the publicity for this Symposium. Non-profit mailing permits may be used but only for the purposes of this Symposium. The Sponsoring Parties shall assist in publicity by providing the appropriate Sponsoring Party's mailing lists and advertising on the IEEE Unit's web site at <http://www.ieee-ras.org>.

4. INTELLECTUAL PROPERTY

4.1 Rights to any intellectual property developed solely by a Sponsoring Party prior to its participation in the Symposium under this MOU ("Pre-Existing Materials") shall remain with that party and shall not be subject to the terms and conditions of this MOU. To the extent necessary to carry out the parties' obligations with respect to the Symposium, each Sponsoring Party grants to the other Sponsoring Party a royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works from, display, distribute and perform all Pre-Existing Materials.

4.2 All materials newly developed under this MOU, including, but not limited to, all papers, conference proceedings, post-event products and all event byproducts in any form and in any media ("Newly Developed Materials"), shall be wholly owned by IEEE except to the extent that ownership of any specific material may be expressly governed by a separate written MOU signed by the Sponsoring Parties. The Technical Sponsor agrees to perform any acts or execute any documents, including the transfer of copyright to the individual papers by way of IEEE copyright form, that may be deemed necessary or desirable to evidence or more fully document IEEE's ownership of the Newly Developed Materials.

4.3 The Sponsoring Parties agree and acknowledge that IEEE is the exclusive owner of all rights, title and interest throughout the world to the names "**2009 IEEE International Symposium on Assembly and Manufacturing**" and "**IEEE ISAM 2009**", including, without being limited, to all rights in the trademarks, service marks, certification marks, and association

marks (“Symposium Marks”). During the term of this MOU, the Technical Sponsor shall have a non-exclusive, non-transferable, royalty-free license to use the Conference Marks in connection with the Conference. The Technical Sponsor agrees to cooperate with IEEE in obtaining registration of the Symposium Marks and to execute any documents and take any actions that may be necessary to enable IEEE to secure registration of and enforce rights in the Conference Marks.

4.4 All advertising materials, advance programs, final programs, and calls for participation shall feature the names and/or logos of the Sponsoring Parties equally so as not to suggest any priority or preemption as between the Sponsoring Parties. During the term of this MOU, each Sponsoring Party grants a non-exclusive, royalty-free, worldwide license to the other Sponsoring Party to use its name and logo in connection with the advertising and promotion of the Symposium. The graphic design in common use by each of the Sponsoring Parties shall be used in an equal fashion on printed material in connection with the Symposium as well. Guidelines for use of the IEEE Master Brand and Logotype “IEEE” can be found on the IEEE Web site at www.ieee.org/web/publications/rights/idstandards.html.

5. 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 willful or negligent act or omission on the part of itself, its agents and employees arising out of this MOU.

6. PROPRIETARY OR CONFIDENTIAL INFORMATION

“Confidential Information” as used herein means information identified by either party as “Confidential” and/or “Proprietary,” or information that, under the circumstances, ought to reasonably be treated as confidential and/or proprietary. “Confidential Information” shall include, but not be limited to, this MOU its Attachments, exhibitor lists, key contacts lists, technical information, market research, membership data, analyses, studies, developments, processes, present and/or future product information, pricing information, business plans or other documents, information and materials that contain or reflect such information. Neither party shall disclose to a third party Confidential Information of the other party. The receiving party shall use the same degree of care as it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing party. Each party further agrees to act as trustee for any Confidential Information jointly created or acquired through the parties’ participation in this MOU. The foregoing obligations shall not apply to any Confidential Information that: (a) can be demonstrated to have been publicly known at the time of the disclosing party’s disclosure of such Confidential Information to the receiving party; (b) becomes part of the public domain or publicly known, by publication or otherwise, not due to any unauthorized act or omission by the receiving party; (c) can be demonstrated to have been independently developed or acquired by the receiving party without reference to or reliance upon such Confidential Information; (d) is provided to the receiving party by a third party who is under no obligation to the disclosing party to keep the information confidential; or (e) is required to be disclosed by law, provided that the

receiving party takes reasonable and lawful actions to avoid and/or minimize such disclosure and promptly notifies the disclosing party so that the disclosing party may take lawful actions to avoid and/or minimize such disclosure.

7. TERMINATION

This MOU may not be terminated except by written consent of all parties. 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.

8. MISCELLANEOUS

8.1 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.

8.2 Assignment. None of the Sponsoring Parties may assign or transfer its interest in this MOU, nor any interest herein or claim hereunder without the express written consent of the other Sponsoring Parties.

8.3 Waiver. Any waiver of a breach of any provision of this MOU shall not operate or be construed as a waiver of any subsequent breach.

8.4 Governing Law. This MOU shall be interpreted under and governed by the laws of the State of New York, without reference to its conflicts of laws principles.

8.5 Dispute Resolution. Any controversy or claim arising out of or relating to this MOU shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall occur in New York City and be conducted by one arbitrator, jointly chosen by the Sponsoring Parties. Any such decision of the arbitrator shall be binding upon the parties.

8.6 Survival. All rights and obligations provided in this MOU which do not expressly terminate pursuant to this MOU, shall survive the expiration or termination of this MOU and shall remain in full force and effect after termination or expiration.

8.7 Headings. Headings used in this MOU are for reference purposes only and shall not be deemed a part of this MOU.

8.8 Severability. If any provisions or portions of this MOU are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted from this MOU and replaced by provisions or portions thereof which are as close to the original provisions as possible while being legally permissible. The other provisions or portions(s) of provisions of this MOU shall remain enforceable and unaffected.

8.9 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.

8.10 Notices. Any notice given under this MOU to any of the Sponsoring Parties may be effected by : (i) personal delivery in writing, (ii) facsimile, receipt of which is confirmed by facsimile confirmation, or (iii) registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of actual receipt. Mailed notices and any other communications among the Sponsoring Parties shall be addressed as set forth below, but any of the parties may change its address by giving written notice of such to the other parties:

To IEEE Unit:
NAME: IEEE Robotics and Automation Society
ADDRESS:
CITY, STATE, POSTAL CODE:
ATTENTION:
PHONE:
FACSIMILE:
E-MAIL:

With a copy to:

IEEE Conference Contracts
445 Hoes Lane
Piscataway, NJ 08855
Attention:
Facsimile: +1 732 465 6447
Email: conference-contracts@ieee.org

To Technical Sponsor:
NAME: Institute of Control, Robotics and Systems
ADDRESS: Bucheon Techno Park 401-1506, 193, Yakdae-Dong,
Wonmi-Gu,
CITY, STATE, POSTAL CODE: Bucheon-City, Gyeonggi-Do, 420-734, Korea
ATTENTION: Mr. Hyun Chang Yang
PHONE: +82-32-234-5801
FACSIMILE: +82-32-234-5807
E-MAIL: icros@icros.org

8.11 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, the parties hereto have executed this memorandum of understanding as of the day first above written.

NAME OF IEEE UNIT

IEEE Robotics and Automation Society



Authorized Signature

__Bruno Siciliano_____
Print Name

__President of IEEE RAS_____
Title

NAME OF TECHNICAL SPONSOR

Institute of Control, Robotics and Systems

Authorized Signature

__Jin Seog Choi_____
Print Name

__President of ICROS_____
Title



**The Institute of Electrical and Electronics
Engineers, Incorporated**

IEEE Authorized Signature

Print Name

Title