



Memorandum of Understanding (“MoU”)
Between
“Korean Institute of Electrical Engineers” and
“The Institute of Electrical and Electronics Engineers,
Incorporated”

1. SIGNATORIES

This Memorandum of Understanding between the “Korean Institute of Electrical Engineers” (hereinafter referred to as “KIEE”) and The Institute of Electrical and Electronics Engineers, Incorporated, (hereinafter referred to as “IEEE”) is for the purpose of promoting mutual understanding and enhancing the development of long-term, stable, and comprehensive friendly cooperation between KIEE and IEEE. Collectively, KIEE and IEEE shall be referred to as the Parties. Through friendly interactions, based on a peer-to-peer relationship and mutual benefit, the Parties hereby enter into this MOU to explore a strategic relationship in the areas of power and energy.

The Korean Institute of Electrical Engineers (KIEE) is one of the largest and oldest engineering associations in Korea and consists of all fields related to electrical engineering. The purpose of establishing KIEE was to have an organization intent on contributing itself to benefiting Korean society by promoting, developing, and distributing electrical engineering technologies in accordance with rules and regulations for the establishment of a legal body for public interest.

The Institute of Electrical and Electronic Engineers, Incorporated (IEEE) a public charity incorporated under the New York Not-For-Profit Corporation law, headquartered at Three Park Avenue, 17th Floor, New York, New York 10016, United States of America, with members in more than 160 countries, focuses on advancing the theory and practice of electrical technologies, electronics, power engineering, robotics and automation, computer engineering, computer science, and other related technologies and advancing technological innovation and excellence for the benefit of humanity.

2. INTEREST IN COOPERATION

KIEE and IEEE have common objectives in international activities in the areas of power and energy and other relevant aspects. Both parties would benefit from the cooperation to achieve the goals of improving, guiding, innovating, and promoting the development of technology in the areas of power and energy. KIEE and IEEE recognize the importance of establishing and strengthening their relationship and both Parties wish to foster closer cooperation resulting in the development of a long-term, stable, and comprehensive collegial peer-to-peer relationship for their mutual benefit.

3. COLLABORATIVE ACTIVITIES

- a. **Submission of Technical Papers** - Members of the KIEE (or IEEE PES) may submit papers to IEEE PES (or KIEE) sponsored meetings with the same privileges and limitations as IEEE PES (or KIEE) members.
- b. **Membership & Chapter Activities** - To implement cooperation between the KIEE and the IEEE PES resulting from this agreement, it is desirable to encourage students, scientists, and electrical engineers of each institution to become members of both institutions. The KIEE and the IEEE PES agree to advertise membership opportunities in joint or mutual membership development campaigns. The KIEE and the IEEE PES agree to advertise chapter activities in joint or mutual membership development campaigns.
- c. **Joint Awards** - Both organizations will work together to establish a joint award of KIEE and IEEE PES.

4. PERIOD OF VALIDITY

This MoU shall be effective 1 November 2021 and is valid for the calendar years 2021–2025 and may be renewed for additional four-year terms by mutual written consent of both parties before the 31st of May of the fourth year of each term.

Either organization may withdraw from this agreement at any time upon written notification to the other organization, at least one year in advance. The effective date of such termination shall coincide with the end of the calendar year.

Upon termination or expiration of this MoU, all the rights granted pursuant to this MoU shall cease immediately and both Parties shall cease from distributing any information received pursuant to this MoU.

5. INTELLECTUAL PROPERTY RIGHTS

Each Party or its licensor shall continue to own the intellectual property developed by it prior to or independently of this MOU.

By entering into this MOU, both Parties undertake:

- a. Not to use each other's intellectual property without the prior express written consent of the other;

- b. To ensure the confidentiality of such intellectual property of the other within their respective organizations; and
- c. Not to use each other's intellectual property other than for the purpose of this MOU.

Both Parties agree that neither of them shall gain by virtue of this MOU any rights of ownership or any other interest, right, or title to copyrights, patents, trade secrets, trade marks, or any other intellectual property rights owned by the other Party. Except as otherwise explicitly agreed between the Parties, any and all works developed in the course of performing obligations pursuant to this MOU and all new inventions, innovations, or ideas developed by a Party in the course of performance of its activities under this MOU will belong to that Party who develops the same. To the extent such intellectual property is created, the owning Party shall grant a non-exclusive, worldwide, royalty-free license to the other Party for the use of the intellectual property solely in connection with the activities under this MOU. If the Parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated in good faith by both Parties prior to the commencement of any joint development efforts.

6. CONFIDENTIALITY

KIEE and IEEE may, from time to time as they may agree, exchange without cost, non-proprietary information directly relevant to the purpose of this MOU. During the term of this MOU, each Party may also disclose to the other its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is (a) independently developed by the receiving Party without reference to Confidential Information of the disclosing Party, or (b) disclosed to the receiving Party by a third party without an obligation of confidentiality, or (c) already in or subsequently comes into the public domain (other than as a result of a breach of this MOU); or (d) required to be disclosed by the receiving Party by law, regulation, court order or other legal process.

The receiving Party shall hold such Confidential Information in strict confidence for the disclosing Party and shall not use it except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by the disclosing Party in writing. The receiving Party shall further be responsible for the compliance of the foregoing by its employees or agents.

7. GENERAL

Both Parties understand that nothing herein shall be construed as a binding contract between the Parties until such time as duly authorized representatives of the Parties hereto execute a Definitive Agreement with respect to the various activities to be undertaken thereunder including details of the engagement, any additional roles/responsibilities and specific work that needs to be performed by each Party. Both Parties further understand that (a) the activities intended by this MOU may not be successfully completed; and/or (b) the results achieved may not be as anticipated. Except for breach of confidentiality obligations and intellectual property right infringement indemnification obligations, neither Party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or

in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third party claims against the other whatsoever. Further, KIEE and IEEE acknowledge and agree that this MOU is a non-exclusive engagement and except as specifically agreed in a Definitive Agreement with respect to an activity, nothing contained herein shall be construed as preventing or restricting either Party from pursuing any opportunity with clients or prospective clients without involving the other Party or from entering into similar alliance agreements with other third parties.

This MOU shall not be construed to be an agency or a legal partnership or joint venture or an employment relationship whether for tax or any other purpose. Neither Party shall be entitled to bind the other Party with any third party by its actions, unless it has specifically obtained the prior written consent of such other Party to do so. Each Party is an independent contractor, and no provision of this MOU grants either Party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other Party or bind the other Party in any manner or thing whatsoever. Each Party warrants to the other Party that in performing their duties required under this MOU, they will comply with the applicable law and shall take no action which constitutes a violation of applicable law and which would subject the other Party to penalties under applicable law.

Neither Party shall assign or transfer this MOU without the prior written consent of the other Party.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the Parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both Parties hereto.

Any notice under this MOU will be in writing and delivered by hand or by registered or certified mail, return receipt requested, to the other Party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of mailing. Alternatively, an email, a facsimile transmittal, or an express mail transmittal with a confirmation of receipt shall be acceptable.

8. COMPLIANCE WITH LAWS

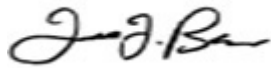
The Parties agree that they shall comply with applicable laws. In no event shall either Party be required to export or deliver any services or products or any technical or scientific information (the "Deliverables") pursuant to this MOU if such export or delivery is prohibited or restricted by any law or regulation of the United States or any other country having jurisdiction over the Deliverables and no authorization to export the Deliverables has been obtained from the applicable government authorities.

All disputes arising in connection with the present MOU, which cannot be solved amicably, shall be finally settled by arbitration in accordance with the International Chamber of Commerce (ICC) Arbitration Rules, by one or more arbitrators appointed under the said Rules.

9. FORCE MAJEURE

Neither Party shall be responsible for any delay or failure in performance resulting from force majeure. Force Majeure shall be understood to include acts of God, government authority, riots, epidemics, unusually severe weather, fire, floods, war, terrorism, embargoes, labor disputes or strikes, or other cause beyond the Parties' control, which make it inadvisable, commercially impracticable, illegal or impossible to perform as originally contemplated under this MOU. It is provided that this MOU may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

Date:
21 September 2021
Signature



Dr. Jessica Bian, President – Power & Energy Society

The Institute of Electrical and Electronics Engineers, Incorporated
The Institute of Electrical and Electronics Engineers, Incorporated
Three Park Avenue, 17th Floor
New York, New York 10016
USA
<http://www.ieee.org>

Date:

Signature

Prof.Chul-Hwan Kim, President

Korean Institute of Electrical Engineers
The Korean Institute of Electrical Engineers (KIEE)
Room #901
New B/D, Science & Technology Building
Teheranro7-gil 22
(635-4, Yeoksam-dong), Gangnam-gu,
Seoul 06130 KOREA
[https://www.kiee.or.kr/eng/html/introduction.
vm](https://www.kiee.or.kr/eng/html/introduction.vm)