



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

**1. SIGNATORIES**

This Memorandum of Understanding between VELCO (hereinafter referred to as “Vermont Electric Power Company, also known as VELCO”) 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 VELCO and IEEE. 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.

VELCO is an electric transmission company located in the state of Vermont, USA. It owns and operates the transmission system in the entire state and is owned by the electric distribution utilities in the state. The system is comprised of over 700 miles of overhead transmission lines and 52 electrical substations. It was formed in 1956 as the first US transmission only utility in the US. Its scope includes the engineering, operation, planning and maintenance of the transmission system in the state.

**The Institute of Electrical and Electronic Engineers, Incorporated** is the world’s largest engineering organization, with over 400,000 members in more than 160 countries, focusing on advancing the theory and practice of electrical, electronics, and power engineering, computer science, and other related technologies for the benefit of humanity.

**2. INTEREST IN COOPERATION**

VELCO and IEEE have common objectives in international activities in the areas of power and energy, especially Renewable 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. VELCO 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

- 1) IEEE and VELCO from time to time, as they may agree, may exchange without cost, non-proprietary information directly relevant to this initiative.
- 2) VELCO and IEEE will each appoint a liaison representative. These two representatives will take charge of all interactions between the two Parties. As of the signing date of this MOU, the appointment of the two liaison representatives is as follows:

IEEE – Patrick Ryan, IEEE PES Executive Director  
VELCO – Chris Root, COO

Both Parties will explore exchange visits of high-level executives from their respective organizations at suitable times in the US or other locations as mutually agreed by them. The purpose of such exchanges is to improve communication between both Parties, review existing cooperative activities and explore new cooperative projects.

The head office of IEEE is located at  
*445 Hoes Lane Piscataway, NJ 08854, US*

The head office of VELCO is located at  
*366 Pinnacle Ridge Road, Rutland VT 05701*

- 3) Both Parties will exchange a joint activity report via liaison representatives on a yearly basis.
- 4) VELCO will encourage 25 employees to join IEEE and the IEEE Power & Energy Society (PES) as professional individual members.
  - a) VELCO will inspire its 25 employees to become annual members of IEEE and PES and encourage others to join as well. The list of names for membership in VELCO will be provided to the IEEE.
  - b) The IEEE PES Members will receive the full benefits of a higher-grade IEEE and higher-grade IEEE PES membership including access to the IEEE PES Resource Center, IEEE Power & Energy Magazine, IEEE Electrification Magazine, and much more. As part of the closer collaboration, IEEE PES can assist and train VELCO IEEE PES members on Technical Committee participation and processes.
- 5) Both parties may cooperate to hold international conferences, workshops, seminars and Executive Luncheons on power and energy fields of interest.

VELCO event participation can include hosting and joint sponsorship of an event, assisting in technical program design, panel session participation, paper submission as well as paper reviews, and executive session participation. VELCO's IEEE PES Members will enjoy IEEE conference and event registration membership discounts as specified by the conferences and events.

6) Resource sharing

- a) IEEE will introduce and elaborate the value of its IEEE Electronic Library (IEL), IEEE Standards, and assist VELCO in purchase and use of the product.
- b) VELCO IEEE PES members would be encouraged to contribute articles, participate in the editorial, and review processes for IEEE PES transactions (PETS), magazines, newsletter, and other opportunities.
- c) VELCO IEEE PES members could use the data in IEEE PES Resource Center. The IEEE PES Resource Center contains a wealth of practical information that would help VELCO engineers and their technologist to perform their duties. It can also display the VELCO best practices to the world.

7) Education

IEEE shall actively introduce the service and membership benefits to VELCO employees.

IEEE PES offers custom training for companies, which could be one or two days in topics of interest as identified by VELCO. VELCO can also offer experts to provide instruction for the IEEE PES global community.

Based on mutual communication, both Parties can identify other areas of common interest for future collaboration, which may include initiatives related to Smart Grid, Smart Cities, Internet of Things, Transportation Electrification, Cyber Security, Big Data, and Green ICT, as well as others.

8) Awards

IEEE and PES have many opportunities to recognize outstanding contributions to the industry as well as humanity in general. VELCO's IEEE PES Members would have the opportunity to nominate its PES Members for these globally recognized awards.

9) Humanitarian

IEEE's mission is to advance technology for the benefit of humanity. In that spirit, there are opportunities for VELCO and its members to support and participate in IEEE humanitarian projects, such as the IEEE Smart Village program.

#### 4. PERIOD OF VALIDITY

This MoU shall be effective for three years, beginning July 1, 2019 and may be renewed for further periods by written agreement of the Parties.



Notwithstanding the foregoing, this MoU may be terminated by either Party upon 90 day's written notice to the other. 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.

On expiration or early termination, each Party shall return to the other Party all Confidential Information as defined in Section 6 hereof, and proprietary information, documents and reference material of the other Party in its possession.

All such obligations and terms of this MOU that are required to survive the expiration or early termination of this MOU shall survive such event including, but not limited to, those described in Sections 5, 6, and 7 hereof.

## **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:

- 1) Not to use each other's intellectual property without the prior express written consent of the other;
- 2) Ensure the confidentiality of such intellectual property of the other within their respective organizations; and
- 3) 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, trademarks, 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**

VELCO and IEEE may, from time to time as they may agree, exchange without cost, non-proprietary information directly relevant to the 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) previously known to the receiving Party at the time of disclosure, or (b) independently developed by the receiving Party without reference to Confidential Information of the disclosing Party, or (c) disclosed to the receiving Party by a third party without an obligation of confidentiality, or (d) already in or subsequently comes into the public domain (other than as a result of a breach of this MOU); or (e) 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 compliance with the foregoing by its employees or agents.

## **7. REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants that such Party has all necessary corporate power and authority to enter into this MOU and to perform its obligations hereunder. Each Party warrants to the other Party that all materials, data, information and other assistance provided by it shall not, to the best of its knowledge, infringe third party intellectual property rights and agrees to hold the other Party fully indemnified and harmless and keep the other Party indemnified against any loss, damages, costs and expenses including attorney's fee, which may be incurred as a result of any action or claim that may be made or initiated against it as result of any action on the part of the first Party.

## **8. PUBLICITY**

Any press release or other publicity issued by either Party regarding this MOU shall be reviewed and approved in writing by the other Party prior to release. Such approval shall not be unreasonably withheld or delayed.

## **9. 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, VELCO 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.

## **10. 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.

## 11. FORCE MAJEURE

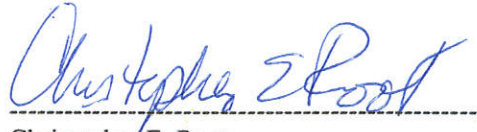
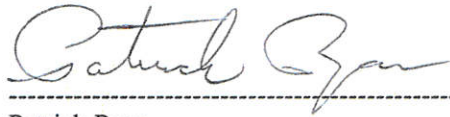
Neither Party shall be responsible for any delay or failure in performance resulting from force majeure. Force Majeure shall be understood to include acts of God, government authority, riots, epidemics, unusually severe weather, fire, floods, war, terrorism, embargoes, labor disputes or strikes, or other 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: July 22, 2019

Date:

Signature:

Signature:



Patrick Ryan  
Executive Director of the IEEE Power &  
Energy Society

Christopher E. Root,  
Chief Operating Officer

Institute of Electrical and Electronics  
Engineers, Incorporated

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