



## Memorandum of Understanding (“MoU”)

Between

“Southwest Jiaotong University”

and

“The Institute of Electrical and Electronics Engineers, Incorporated”

### 1. SIGNATORIES

This Memorandum of Understanding between the “Southwest Jiaotong University” (hereinafter referred to as “SWJTU”) and the Institute of Electrical and Electronics Engineers, Incorporated, operating through the Representative Office of its wholly-owned subsidiary, IEEE, Inc. in Beijing, China (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 SWJTU 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.

**Southwest Jiaotong University, located in Chengdu, P.R. China,** is China’s widely recognized higher institute, with over 40,000 students, including undergraduate, master and doctoral levels, is dedicated to promoting the scientific research and talent training of rail transit.

**The Institute of Electrical and Electronic Engineers, Incorporated** is the world’s largest engineering organization, with over 420,000 members in more than 160 countries, focusing on advancing the theory and practice of electrical technologies, electronics, and power engineering, computer science, and other related technologies for the benefit of humanity.

Hereinafter SWJTU and IEEE may each be referred to as a “Party” and, collectively, the “Parties” as the context requires.

### 2. COMMON OBJECTIVES

#### 1) INTEREST IN COOPERATION:

SWJTU 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 cooperation to achieve the goals of improving, guiding, innovating, and promoting the development of technology in the areas of power and energy. SWJTU 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. These non-exclusive, non-binding common objectives are hereinafter referred to as the “Purpose”.

### 3. COLLABORATIVE ACTIVITIES

In aid of the Purpose, both Parties intend to engage in activities as follows:

- 1) IEEE and SWJTU may, from time to time as they may agree, exchange without cost, non-proprietary information directly relevant to this initiative.
- 2) Both Parties will explore exchange visits of high-level executives from their respective organizations at suitable times in China, 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 SWJTU is located at  
*No. 999 Xi'an Road, Pidu District, 611756 Chengdu, P. R. China*
- 3) Both Parties will exchange a joint activity report via liaison representatives on a yearly basis.
- 4) SWJTU will financially support and encourage its SWJTU employees to join IEEE and the IEEE Power & Energy Society (PES) as professional individual members.
  - a) SWJTU will support the annual membership fees for 50 IEEE and PES members (including teachers as full members and no more than 25 graduate students as student members) each year. SWJTU will provide the list of names for membership to the IEEE China office and encourage others to join as well Any such memberships paid for by the SWJTU shall be subject to the terms and conditions of membership applicable to all members.
  - b) The Full Members will receive the full benefits of a higher-grade (electronic) 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 SWJTU 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 either in the US or China. SWJTU 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. SWJTU'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), and assist SWJTU in purchase and use of IEL.
- b) SWJTU IEEE PES members will be encouraged to contribute articles, participate in the editorial, and review processes for IEEE PES transactions (PETS), magazines, newsletter, and other opportunities. For the avoidance of doubt, SWJTU IEEE PES members shall not be guaranteed publication by IEEE and shall be subject to all applicable IEEE publication policies.
- c) SWJTU IEEE PES members may use the data in IEEE PES Resource Center in accordance with the terms and conditions set forth in the IEEE PES Resource Center. The IEEE PES Resource Center contains a wealth of practical information that would help SWJTU engineers and their technologist to perform their duties. It can also display the SWJTU best practices to the world.

7) Education

SWJTU shall encourage employees to join IEEE as individual members. IEEE shall actively introduce its services and membership benefits to SWJTU employees.

8) Awards

IEEE and PES have many opportunities to recognize outstanding contributions to the industry as well as humanity in general. SWJTU's IEEE PES Members may nominate its PES Members for these globally recognized awards in accordance with applicable PES policies.

9) Humanitarian

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

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

11) 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.

#### 4. CONTRIBUTION OF FUNDS

Any commitment by a Party to pay fees or other amounts to the other Party must be approved in writing, by the paying Party in advance. SWJTU may make payment directly to IEEE for the 50 annual IEEE and the IEEE Power & Energy Society (PES) membership fees referenced in Section 3, Paragraph number 4 of this MoU each year that this MoU is in effect. Except as may be agreed by the Parties in an applicable formal written binding agreement setting forth mutually agreed detailed terms and conditions applicable to various activities to be underwritten ("Definitive Agreement(s)"), Each Party will be responsible for all expenses

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incurred by such Party in connection with negotiation of this MOU and any promotion, marketing or other activities under this MOU. Each Party shall be liable to pay any tax attributable to it.

## **5. PERIOD OF VALIDITY**

This MoU shall be effective for three years, beginning August 1, 2019 and may be renewed for further one-year 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.

On expiration or early termination, each Party shall return to the other Party all Confidential Information as defined in Section 7 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 6, 7 and 8 hereof.

## **6. 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.

## **7. CONFIDENTIALITY**

SWJTU and IEEE may, from time to time as they may agree, exchange without cost, non-proprietary information directly relevant to the Purpose. . 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.

#### **8. 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 at all times 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.

#### **9. 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.

#### **10. 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, SWJTU 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.

## **11. GOVERNING LAW**

The internal laws of the People's Republic of China, without regard to the conflicts of law provisions thereof, shall govern this MOU, provided that the federal laws of the United States of America and the laws of the State of New York shall apply to any dispute arising in connection with IEEE's direct or indirect intellectual property rights under Sections 6, 7 and 8 of this MOU. Any dispute between the Parties arising in connection with the performance of this MOU shall be resolved amicably between the Parties through a process of negotiation prior to the use of any third party dispute resolution process or forum. 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.

## **12. NOTICES**

SWJTU 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 – Ning Hua, IEEE Beijing Office [n.hua@ieee.org](mailto:n.hua@ieee.org)

SWJTU – WU Guangning, Office of Scientific Research and Development  
[gnwu@home.swjtu.edu.cn](mailto:gnwu@home.swjtu.edu.cn)

## **13. 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, the People's Republic of China, or any other country having jurisdiction over the Deliverables and no authorization to export the Deliverables has been obtained from the applicable government authorities.

#### 14. COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which will be deemed to be an original of this MOU and all of which, when taken together, will be deemed to constitute one and the same agreement. A signed copy of this MOU delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of the original signed agreement.

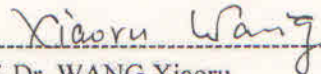
IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the date, month and year, hereinabove written.

Date:

Date:

Signature

Signature



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