



IEEE Communications Society - EastWest Institute Memorandum of Understanding for the Promotion of Cyberspace Safety, Stability and Security

This Memorandum of Understanding (MOU) expresses the desire of The Institute of Electrical and Electronics Engineers, Inc. (IEEE), acting through the IEEE Communications Society (IEEE ComSoc), and the EastWest Institute (EWI) to work together to better promote the safety, stability and security of cyberspace. The proposed IEEE ComSoc-EWI collaboration will be premised on sharing common interests, creating synergies from complementary functions and realizing concrete benefits for both organizations, as outlined below.

Common Interests

EWI seeks to collaborate with IEEE ComSoc, recognizing similar interests to its own in IEEE ComSoc's (a) international scope, (b) non-profit structure, (c) code of conduct that exemplifies the highest standards of professional integrity for its members and staff, and (d) vision and mission for "improving global conditions" for the "the benefit of humanity." In addition, EWI sees a common interest in IEEE ComSoc's focus on the information and communication technology field.

IEEE ComSoc seeks to collaborate with EWI, recognizing similar interests to its own in EWI's (a) international scope, (b) non-profit structure, (c) reputation and standard for the professional integrity of its staff, and (d) mission to "forge collective action for a safer and better world." In addition, IEEE ComSoc sees a common interest in the focus of the EWI Cybersecurity Initiative.

Complementary Functions

Both IEEE ComSoc and EWI agree that the challenges of optimizing the safety, stability and security of cyberspace require both technical and policy competencies. IEEE ComSoc, as the world's foremost technical professional society in the communications technology area and as part of the IEEE, the world's foremost technical professional society, together with EWI, as a uniquely effective, non-partisan global policy change agent, can offer their complementary competencies to each other with the aim of fulfilling their common mission to improve the world by making it safer and better for humanity.

More specifically, as part of the parties' collaboration, technical competencies derived from hardware, software, networks and payload expertise, will be convened with corresponding competencies in ASPR (agreements, standards, policies and regulations).

Concrete Benefits

The tangible benefits of this collaboration may include the following:

- ❖ IEEE ComSoc members will have **new opportunities to influence** international policy and offer solutions to difficult problems related to the safety, stability and security of cyberspace.
- ❖ EWI documents approved by the EWI revision process may be treated as IEEE ComSoc peer review papers and included in the IEEE Digital Library when originating from EWI conferences co-sponsored by IEEE ComSoc, as the parties may agree on a case-by-case basis.
- ❖ IEEE ComSoc and EWI may benefit from the **increased visibility** by displaying each other's logos, as the parties may agree on a case-by-case basis.
- ❖ IEEE ComSoc members will receive **registration discounts** at EWI events.



- ❖ IEEE ComSoc and EWI may **support each other's initiatives** and events with support for experts, advisors and speakers, as appropriate.
- ❖ Both IEEE ComSoc and EWI will have the **advantage of speedy cooperation** between the two parties.

Intellectual Property Rights

Use of the IEEE ComSoc or EWI marks, logos and other intellectual property rights in connection the parties' collaboration pursuant to this MOU, and ownership and rights to any intellectual property jointly created by the parties pursuant to this MOU, will be agreed upon by the parties on a case-by-case basis and documented in a Schedule hereto.

MOU Term

Both parties agree to review this MOU for renewal on a two-year basis, at least sixty (60) days prior to the applicable renewal date. This MOU will become effective as of the date written below. Any renewal of this MOU shall be in a writing signed by both parties.

MOU Termination

This MOU may be terminated by either party upon sixty (60) days prior written notice.

Expenditures

This MOU is not a commitment of resources. Any resource commitment will be agreed upon by the parties on a case-by-case basis and documented in a Schedule hereto, in advance of the actual expenditure. It is understood that, except as otherwise provided in this MOU or as mutually agreed upon and documented by the Parties, expenses associated with the activities described in this MOU will be covered by IEEE ComSoc for activities and expenditures made by IEEE ComSoc staff members, representatives and volunteers, and by EWI for activities and expenditures made by EWI staff members, representatives and volunteers. Neither party will have the right to bind the other or to assume or create any obligations on behalf of the other except to the extent expressly provided for in this MOU or a Schedule hereto.

Confidentiality

Each party will hold in strict confidence any confidential or proprietary information disclosed by the other party pursuant to this MOU, including, but not limited to, non-public registrant, planning, trade secret or other information (the "Confidential Information"), and agrees not to make the Confidential Information available to any third party or to use such Confidential Information for the benefit of anyone other than the disclosing party; provided, however, such restriction shall not apply to information which is available to the public, or is proven to be independently developed, lawfully received from a third party or is required to be disclosed by law, court order, subpoena or other legal process.

Execution of MOU

Acknowledging that the broadly defined electrical engineering technical discipline has, and continues to be, dramatically transforming every aspect of modern society; and that the very safety, stability and security of the world's peoples are highly dependent upon ever-evolving cyberspace; and that international policy innovation, collaboration and solutions are needed that are technically sound and future-proof; we hereby enthusiastically enter into this MOU for a better and safer world.

To ensure an effective collaboration, the parties may permit an IEEE ComSoc appointed liaison to participate in appropriate EWI meetings as an observer and conversely an EWI appointed liaison to participate in appropriate meetings of the IEEE ComSoc Board of Governors as an observer, as the parties may agree on a case-by-case basis.


John Edwin Mroz
Founder & President
EastWest Institute


Byeong Gi Lee
President
IEEE Communications Society

Signed this Fourth Day of May 2010
in Dallas, Texas, USA