

**NATIONAL SOCIETY AGREEMENT
BETWEEN
THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS,
INCORPORATED ACTING THROUGH ITS JAPAN COUCIL
AND
THE INFORMATION PROCESSING SOCIETY OF JAPAN**

This National Society Agreement (the “Agreement”) dated 20 December 2024 (the “Effective Date”) between The Information Processing Society of Japan (the “Society”) and The Institute of Electrical and Electronics Engineers, Incorporated (the “IEEE”), is being signed to encourage the exchange and dissemination of technical information between IEEE and the Society, and to promote understanding and cooperation among the members of these organizations.

1. MISSION OF THE PARTIES

The IEEE is an educational and scientific nonprofit organization. As such, all activities of the IEEE, including all activities in cooperation with Society contemplated by this Agreement, must be consistent with and must further IEEE’s scientific and educational purposes and comply with all laws applicable to IEEE.

The IPSJ is an international organization concerned with electronics, information, communications and related fields with the aim of promotion of scholarly growth, industrial advancement, and cultivation of human resources. As such, all activities of the IPSJ, including all activities in cooperation with the IEEE contemplated by this Agreement, must be consistent with and must further IPSJ’s purposes and comply with all laws.

2. JOINT ACTIVITIES

The IEEE and the Society may, subject to agreement on specific items, enter into joint projects, events, and products such as conferences, forums, publications, history, standards, educational materials, awards, etc. Joint activities devoted to preserving and sustaining the environment, teaching math and science to children, improving technology awareness in the general public, and improving the personal and professional lives of the members of both organizations and the profession, will also be explored.

The Technical Societies/Technical Councils of the IEEE and the Society are encouraged to develop joint activities, based on additional individual agreements. It is understood that communication will take place with the IEEE Japan Council during the negotiations about these additional activities.

3. COORDINATION OF TECHNICAL MEETINGS

To the extent practical, communication will take place when IEEE proposes to conduct a technical conference or event in Japan, or if the Society intends to hold a conference or event outside Japan.

In addition, access to each organization’s schedule of technical conferences and events shall be made available to the other party.

IEEE will provide access to their technical conferences listing through an electronic database on the IEEE website (<http://www.ieee.org/web/conferences/home/index.html>), searchable by several attributes (e.g., location). Contact information for the conference or event chair is available to allow for potential partnering.

The IPSJ will provide access to its list of technical conferences and events through the IPSJ website (<https://www.ipsj.or.jp/english/index.html>). Contact information for the conference or event chair to allow for potential partnering will be provided upon request.

4. STANDARDS INFORMATION

IEEE and the Society may agree to exchange information on their respective standard setting activities, and may agree to encourage mutual participation in standards development.

5. MEMBERSHIP

To implement the cooperation between the IEEE and the Society resulting from this Agreement, it is desirable that members of each organization become members of both organization by granting special membership discounts. For the term of this Agreement, members of each organization will be given a 10% discount on (i) the Society membership, (ii) IEEE basic membership, and (iii) the IEEE Region [#] Assessment. This discount applies only to IEEE Higher Grade “full dues” paying joint members. It does not apply to dues already discounted from the full value. The IEEE and the Society each agree to advertise these discounts to their membership as they deem reasonable.

6. PUBLICITY

Both the Society, and IEEE, as part of this Agreement, agree to encourage their respective members to participate in the joint cooperative activities of the two organizations. Each party may choose to (i) include a link to the other party’s website; and (ii) invite the executives of the other party to key dinners, celebrations and other events, as appropriate.

7. INTELLECTUAL PROPERTY RIGHTS

Each party shall continue to own the intellectual property developed by it prior to or independently of this Agreement.

By entering into this Agreement, the 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 its respective organizations, and
- (c) Not to use each other’s intellectual property other than for the purpose of this Agreement.

The parties agree that neither of them shall gain by virtue of this Agreement 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 Agreement and all new inventions, innovations, or ideas developed by a party in the course of performance of its activities under this Agreement 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 Agreement. If the parties undertake any joint development in the course of providing services under this Agreement, any such joint development will be governed by a separate agreement to be negotiated in good faith by the parties prior to the commencement of any joint development efforts.

8. CONFIDENTIALITY

During the term of this Agreement, each party may 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; (c) disclosed to the receiving party by a third party without an obligation of confidentiality; (d) already in or subsequently comes into the public domain (other than as a result of a breach of this Agreement); 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 Agreement, 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.

9. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that such party has all necessary corporate power and authority, respectively, to enter into this Agreement 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 fees, 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.

10. REVIEW, AMENDMENT AND TERMINATION

Amendments to the Agreement may be proposed at any time, but will not be valid until they have been signed by both IEEE and the Society. Other cooperative agreements, which may be made in the future, such as between Society and a Technical Society/Council of the IEEE, shall be documented in separate written agreements.

On expiration or early termination, each party shall return to the other party all Confidential Information, and proprietary information, documents and reference material of the other party in its possession.

All such obligations and terms of this Agreement that are required to survive the expiration or early termination of this Agreement shall survive such event including, but not limited to, those described in Section 7,8 and 9.

The term of this agreement shall be for a duration of three (3) years, from the Effective Date to 31 December 2027, subject to termination by either party on three months notice in writing. Renewal is contingent upon written approval of both parties.

11. ADDITIONAL TERMS

The 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 formal written agreement (“Definitive Agreement”) with respect to the subject matter of this Agreement setting out therein the mutually agreed detailed terms and conditions applicable to the various activities to be undertaken respectively under each of the Definitive Agreement(s) including details of the engagement, any additional roles/responsibilities and specific work that needs to be performed by each of the parties. The parties further understand that (i) the activities intended by this Agreement may not be successfully completed; and/or (ii) 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 Agreement, whether for breach of this Agreement or in torts, including loss of business, data, revenue, profits, or for any third party claims against the other whatsoever. Further, the Society and IEEE acknowledge and agree that this Agreement 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 other entities without involving the other party or to enter into similar alliance arrangements with other entities.

This Agreement shall not be construed to be an agency or a partnership or joint venture or an employment relationship whether for tax or for 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 Agreement 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. This Agreement is not a commitment of financial resources. 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. Except as may be agreed by the parties in an applicable Definitive Agreement(s), each party will be responsible for all expenses incurred by such party in connection with negotiation of this Agreement and any promotion, marketing or other activities under this Agreement. Each party shall be liable to pay any tax attributable to it.

Each party warrants to the other party that in performing their duties required under this Agreement, 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 Agreement without the prior written consent of the other party.

This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of New York, without regard to conflict of laws principles. The Parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Agreement (collectively, an “Action”) shall be brought only in the United States District Court for the Southern District of New York (Manhattan) or, if federal jurisdiction is not available, in a court of competent jurisdiction in the County and State of New York. Each Party hereby submits to the personal jurisdiction and venue of such

courts and waives any objection on the grounds of venue, forum non-conveniens or any similar grounds with respect to any Action.

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

Any notice under this Agreement will be in writing and delivered by hand or by registered mail, email, facsimile transmittal, or an express mail with a confirmation of receipt, to the other party at the registered office or as may be substituted by the notice. Notice will be effective on the date of confirmation of receipt.

12. COMMUNICATIONS BETWEEN THE PARTIES

The Society 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 Agreement, the appointment of the two liaison representatives is as follows:

Society's liaison representative to IEEE will be:

General Affairs Department
Information Processing Society of Japan
4th Floor, Chemistry Hall
1-5 Kanda-Surugadai, Chiyoda-ku
Tokyo 101-0062, Japan
Phone: +81-3-3518-8374
Fax: +81-3-3518-8375
Email: soumu@ipsj.or.jp
<https://www.ipsj.or.jp/english/index.html>

IEEE's liaison representative with Society's will be:

Japan Office
East Wing, Shin-aoyama Bldg.
1-1-1 Minami-aoyama, Minato-ku
Tokyo 107-0062, Japan
Phone: +81-3-3408-3118
Fax: +81-3-3408-3553
Email: ieee-japan@ieee.org
<https://jp.ieee.org/>

13. COUNTERPART

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. A signed copy of this Agreement 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 Agreement on the date first written above.

**THE INSTITUTE OF ELECTRICAL
AND ELECTRONICS ENGINEERS,
INCORPORATED**

**THE INFORMATION PROCESSING
SOCIETY OF JAPAN**

Name: Thomas M. Coughlin

Name: Norishige Morimoto

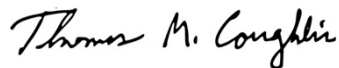
Title: President and CEO

Title: President

Date: 19 December 2024

Date: 28 November 2024

Signature:



Signature:

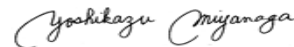


**THE INSTITUTE OF ELECTRICAL
AND ELECTRONICS ENGINEERS,
INCORPORATED JAPAN COUNCIL**

Name: Yoshikazu Miyanaga

Title: Chair

Date: 4 December 2024



Signature:

Supplement to Memorandum of Understanding between the IEEE and the IPSJ

This supplement is established to identify the cooperative activities that are agreed to by the IEEE and the IPSJ. It is expected that these activities will be completed in 2025.

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Activity 1 – IPSJ/IEEE-CS Young Computer Researcher Award

Description of activity – The IPSJ and the IEEE-CS establish a joint award in the field of computing in order to honor the achievements of the recipients, invite other young researchers as potential future recipients, and to raise the visibility of both the IPSJ and the IEEE-CS in the field.

Activity Manager: Vice President of IPSJ (Co-Chair) and Ronald DeMara (Co-Chair), IEEE Computer Society – IPSJ Joint-Award Selection Committee

Estimated date: Maximum three awardees to be selected, Award Ceremony to be organized at The 87th National Convention of IPSJ in March (Osaka, Japan)

Estimated Attendance: Selection from five qualified candidates who have both IEEE Computer Society and IPSJ memberships

Estimated participant fee: n/a

Funding sources(s): IEEE Computer Society and IPSJ

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Activity 2 – IEEE 49th Annual Computers, Software, and Applications Conference (COMPSAC 2025) - Tentative

Description of activity – The leadership of senior volunteers of both the Computer Society and IPSJ cooperate to foster technology innovations, information co-development and exchange, and volunteerism cross-fertilization and to develop ongoing COMPSAC programs including symposia, workshops, and related programs including journal paper publications resulting from COMPSAC submissions, with technical co-sponsorship of the IPSJ.

Activity Manager: IPSJ member in COMPSAC 2025 Organizing Committee

Estimated date: 8 – 11 July 2025, Toronto, Canada

Estimated Attendance:

Estimated participant fee: IEEE member: TBD (Early) / TBD (Late) JPY, Non - IEEE member: TBD / TBD JPY,

IEEE student member: TBD / TBD JPY, Non - IEEE student: TBD / TBD JPY

Funding sources(s): Registration fee

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Activity 3 – IEEE 14th Global Conference on Consumer Electronics (GCCE 2025) - Tentative

Description of activity – GCCE is an annual international conference sponsored by IEEE Consumer Technology Society. This is a sister conference of the International Conference on Consumer Electronics (ICCE) in conjunction with CES in Las Vegas, USA. It will bring together top technical professionals from the CE industry and academia to exchange information and results of state-of-the-art work on systems, circuits, technologies, processes and applications, with the organizational sponsorship of the IPSJ.


Activity Manager: TBD

Estimated date: 23 – 26 September 2025 (Osaka, Japan)

Estimated Attendance: 250 (IEEE), 300 (Other)

Estimated participant fee: TBD (Early) / TBD (Late) JPY, Non - IEEE member: TBD / TBD JPY,
IEEE student member: TBD / TBD JPY, Non - IEEE student: TBD / TBD JPY
Funding sources(s): Registration fee

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IEEE Japan Council Approval:  Date: 4 December 2024

IPSJ Approval:  Date: 28 November 2024