



Technical Cooperation Agreement

between the

Institute of Electrical and Electronics
Engineers, Incorporated
(IEEE)

and the

NATO Standardization Agency
(NSA)

Technical Cooperation Agreement (**TCA**) between the
Institute of Electrical and Electronics Engineers,
Incorporated (**IEEE**)
and the
NATO Standardization Agency (**NSA**)

This TCA is entered into by and between the **IEEE** and the **NSA** (collectively the “**Parties**”) as of 14 May 2009 (the “**Effective Date**”).

Recitals

- A. The **IEEE** is a non-profit, educational and scientific organization comprised of more than 365,000 individual members in over 150 countries. Its mission is to promote the engineering process of creating, developing, integrating, sharing, and applying knowledge concerning electronic and information technologies and sciences for the benefit of humanity and the profession. The **IEEE** produces nearly thirty percent of the world’s literature in the fields of electrical and electronics engineering and computer science. The **IEEE**, through its IEEE Standards Association (IEEE-SA) is also a leading developer of voluntary national and international consensus-based safety and performance standards in a variety of fields. The **IEEE** standards are developed through a balanced, publicly open, and fair process that involves the active participation of **IEEE** members and non-members with expertise in the subject area of the affected standard.
- B. The **NSA** is an independent NATO Agency having the scope of initiating, coordinating, supporting and administering Standardization Agreements (STANAGs) and activities conducted under the authority of the NATO Committee for Standardization (NCS). The **NSA** is also the NATO Military Committee’s (MC) lead agent for the development, coordination and assessment of operational standardization. The **NSA** promotes the development and implementation of concepts, doctrines, procedures and designs to achieve and maintain the compatibility, interchangeability or commonality in operations, material and administration to attain interoperability or to optimize the use of resources. The **NSA**, as the focal point for NATO standardization efforts, accomplishes its mission through the promotion of coordination among all NATO Committees/Working Groups dealing with standardization.

- C. The **IEEE** and the **NSA** have the common objective to develop and promote, directly or indirectly, regional and international standards to address human safety and health.
- D. The **IEEE** and the **NSA** mutually desire to avoid duplication of technical work and to adopt, structure, and strengthen, to the extent permitted by their respective organizational and governing documents, policies, rules, and practices, a cooperative approach to standards development in domains of mutual interest.

Terms of Agreement

In recognition of the foregoing, the **IEEE** and the **NSA** agree as follows:

- 1. The **NSA** and the **IEEE** may cooperate with one another in some or all of the following activities in fields of mutual interest or endeavour if and as they may hereafter agree from time to time:
 - a. Exchanging information on standards, standards projects, and standards development.
 - b. Engaging in joint or cooperative programs and projects of mutual benefit, including contribution of expertise and interests on standards development and standards revision projects.
 - c. Mutually cooperating in international and regional organizations relating to standards and standards development in the electrical, electronics, computer, and related fields.
 - d. Exchanging technical data and information relating to standards, standards development, standards revision, and human health and safety with respect thereto.
 - e. Participating in and organizing joint meetings, conferences, symposia, and workshops in areas of mutual interest or expertise.
 - f. In order to avoid duplication of effort, keeping one another informed of work each Party may be involved in that may complement, or otherwise be relevant, to the work of the other Party.
 - g. Permitting Observers from one Party to participate in and contribute to the activities of the other Party, to the extent agreed to by the Parties consistent with the Parties' respective organizational and governing documents, policies, rules, and practices.
 - h. Engaging in other forms of cooperation as agreed to by the Parties.

2. The overall coordinators and decision makers for each Party shall be the Managing Director of the **IEEE-SA** and the Director of the **NSA**. Each Party shall appoint an official Point of Contact ("**POC**") for each cooperative project specifically undertaken hereunder to work on the Party's behalf and to coordinate and deal with the other Party.
3. Cooperative activities undertaken pursuant to this TCA shall be subject to the availability of funds and personnel. The specific terms of any cooperative activity are subject to agreement by the Parties and will be set forth either in a separate agreement, memorandum, or work plan, which shall set forth as appropriate the contemplated activity, staffing requirements, cost estimates, sources of funding, and other undertakings, obligations, or conditions. In the event of any discrepancy between the terms of this TCA and the written terms of any specific cooperative activity agreement, the written terms of the specific cooperative activity agreement shall take precedence.
4. All cooperative activities to be undertaken by the **IEEE** and the **NSA** pursuant to this TCA shall be conducted subject to and in accordance with the organizational and governing documents, policies, rules, and practices of the Parties and, where applicable, national or international standards accrediting bodies.
5. The term of this TCA shall be three (3) years from the Effective Date stated above and may be renewed by mutual consent. The term may be modified, which modification may include extension or reduction of the term, at any time during the term or any renewal thereof upon mutual written consent of both Parties.
6. Notwithstanding the foregoing, this TCA may be terminated by either Party upon 90 days' written notice to the other, provided, however, that the provisions of paragraph 10 of this TCA shall survive termination of this TCA.
7. The Parties shall attempt, in good faith, to resolve any disagreements or concerns between them arising from this TCA or the rights and obligations of the Parties hereunder through the respective working level POCs of each Party. Matters that cannot be resolved at working level shall be subject to discussion between the Parties at the level of the Managing Director of the **IEEE-SA** and the Director of the **NSA**.
8. The provisions of this TCA may not be modified, amended or waived, in whole or in part, except by written agreement signed by both Parties. Neither Party may assign this TCA, or any of its rights, obligations or duties hereunder, without the prior written consent of the other Party.
9. The relationship between the **IEEE** and the **NSA** shall be that of independent signatories, and nothing in this TCA shall be construed to constitute either

Party as a partner, employee, agent or member of the other Party. Without limiting the foregoing, neither Party shall have authority to act for or to bind the other Party in any way, to make representations or warranties or to execute agreements on behalf of the other Party, or to represent that it is in any way responsible for the acts or omissions of the other Party.

10. Except as otherwise provided in any specific cooperative activity agreement, all trade secrets, copyrights, trademarks, patents, and other intellectual or industrial property rights of a Party remain the property of that Party, regardless of the media in which such rights may be embodied. Nothing herein constitutes a license, grant, or assignment of any such right by a Party to the other Party. Each Party shall take all reasonable steps to protect and preserve the confidential information and intellectual and industrial property rights of the other Party.

Dated: *14 May 2009*

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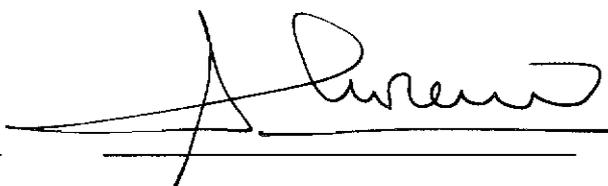


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