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**Memorandum of Understanding ("MOU")  
General Cooperation Agreement  
Between**

**The Telecommunications Industry Association (TIA)**

**And**

**The Institute of Electrical and Electronics Engineers, Inc. (IEEE)**  
acting through its operating unit IEEE Standards Association (**IEEE-SA**)

(each, a "Party" or together, "Parties")

## **I. SIGNATORIES**

The Telecommunications Industry Association (hereinafter, "TIA") is The Telecommunications Industry Association (TIA) is the leading trade association representing the global information and communications technology (ICT) industry through Standards development, Policy initiatives, business opportunities, market intelligence and networking events. With support from hundreds of members, TIA enhances the business environment for companies involved in telecom, broadband, mobile wireless, information technology, networks, cable, satellite, unified communications, emergency communications and the greening of technology. TIA is accredited by ANSI.

The Institute of Electrical and Electronics Engineers, Inc. (hereinafter, "IEEE") is the world's largest engineering society with members in over 160 countries and focuses on advancing the theory and practice of electrical, electronics, and computer engineering, computer science, and related technologies.

The IEEE Standards Association (hereinafter, "IEEE-SA") is a global standardization body within the IEEE comprised of individual and corporate members and other contributing technologists, who develop consensus-based electro-technical, electronic, information and communication technology standards affecting a broad market base. The IEEE-SA provides a standards program that serves the global requirements of industry, government, and the public. The IEEE-SA is the only body that can speak for IEEE in the area of standardization.

## **II. OBJECTIVES**

For the purpose of promoting further growth, development and global standardization of the telecommunications industry TIA and IEEE-SA do hereby agree to engage, when mutually deemed appropriate, in a variety of cooperative activities.

Therefore, IEEE-SA and TIA establish this MOU with the following goals:

1. Encourage communication between the two organizations;
2. Promote shared knowledge of the standards development activities of each organization; and
3. Facilitate liaisons between each other's technical groups and other cooperation where possible.

### **III. SPECIFIC COLLABORATIVE ACTIVITIES**

1. IEEE-SA and TIA may exchange, as they may agree, free of charge, information in areas of mutual interest.
2. IEEE-SA and TIA may exchange visits and viewpoints between the technical groups of the two entities in order to promote and produce harmonious standards and to consider regulatory issues of common importance and to further the development of the communications industries worldwide.
3. IEEE-SA and TIA agree to regularly exchange newsletters to ensure each is informed of the other's key concerns and activities.
4. IEEE-SA and TIA agree to encourage technical groups of each entity to exhibit or participate in the communications exhibitions or seminars sponsored by the other entity.
5. IEEE-SA and TIA agree to stimulate consultations and discussions by and between the technical groups of the two entities with regard to possible cooperative activities.
6. IEEE-SA and TIA may pursue such other cooperative activities as may be necessary and appropriate.
7. IEEE-SA and TIA may identify and link leaders/stakeholders/technical experts with each others' technical committees and help promote direct active participation therein.
8. Each Party grants the other Party the right to use the Party's trademarks and Logos only for the specific and limited purposes expressly authorized by this MOU, provided that each Party has the right to review and approve in writing in advance of such uses by the other Party. Upon expiration or termination of this MOU for any reason, the foregoing grant of rights shall terminate. Both organizations recognize the importance of protecting intellectual property to the integrity of the standards process. Nothing in this MOU is intended to result in the transfer of either Party's intellectual property, including but not



limited to any trademarks, copyrights or patents, to the other Party without the Parties entering into a written agreement documenting such transfer.

9. This MOU is not a commitment of financial resources. Any resource commitment will be negotiated, documented, and committed separately between the Parties, and in advance of the actual expenditure. Except as otherwise agreed to and documented in writing, each Party will be responsible for their own costs related to its participation in this MOU.

#### **IV. NOTICES**

The Parties may issue press releases and other publicity regarding this MOU, provided that such materials are provided to, and approved in writing by, the other Party prior to release.

Any and all notices shall be in writing, sent by registered or certified mail, return receipt requested, addressed to the Parties at their respective addresses specified below, and are effective when mailed. Alternately, an email, a facsimile transmittal, or an express mail transmittal with a confirmation of receipt shall be acceptable. Either Party, by notice, may specify a different address.

If to TIA: 2500 Wilson Blvd Suite 300  
Arlington, VA 22201

Tel: 703-907-7700  
Fax: 703-907-7727

If to IEEE-SA: The Institute of Electrical and Electronics Engineers, Inc.  
Standards Activities  
445 Hoes Lane  
Piscataway, NJ 08854  
United States  
Senior Director  
Strategic Marketing and Product Development  
Tel: (732) 562-3824  
Fax: (732) 562-1571

#### **V. TERM**

This MOU shall remain in effect until terminated by one of the Parties in accordance with Section VI below. IEEE-SA and TIA agree to formally review this MOU every two (2) years to ensure the stated goals set forth in Section II of the MOU are being achieved

#### **VI. TERMINATION**

This MOU may only be terminated as follows:

- a) Either Party may terminate this MOU upon ninety (90) days' prior written notice in order to hold discussions about termination;
- b) By written mutual agreement of the IEEE-SA and TIA;
- c) The insolvency of or the petition by or on behalf of the IEEE-SA or TIA for bankruptcy or reorganization under bankruptcy laws or any assignment for the benefit of creditors;
- d) By either Party, in the event of a material breach of this MOU by the other Party, if such breach is not cured with thirty (30) days after written notice of such breach.

Upon termination or expiration of this MOU, all the rights granted pursuant to this MOU shall cease immediately and the Parties shall cease from distributing any information received pursuant to this MOU. Notwithstanding anything in this MOU or otherwise to the contrary, the provisions of this MOU related to license granted for the limited use of logos and to intellectual property owned by the Parties shall survive any termination or expiration of this MOU.

## **VII. CONTENTS OF MOU**

The signatories hereto covenant and agree that this MOU constitutes the complete agreement between Parties, supersedes all prior agreements with respect to the subject hereof, and may not be amended or modified, except by written instrument signed by all Parties hereto or by their duly authorized representatives.

## **VIII. GOVERNING LAW**

This MOU shall be construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions, and the Courts of New York shall be the forum for settlement of any dispute.

## **IX. SEVERABILITY**

The terms and conditions of this MOU are severable. If any condition of this MOU is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force. Further, the term and condition which is held to be illegal or unenforceable shall remain in effect as far as possible and in accordance with the intention of the Parties.

## **X. FORCE MAJEURE**

Neither Party shall be responsible for any delay nor failure in performance resulting from acts entirely beyond its control.

## **XI. INDEPENDENT CONTRACTORS**

The relationship between the Parties shall be that of independent contractors, and nothing in this MOU shall be construed to constitute either Party as an 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.

## **XII. THIRD PARTY BENEFICIARIES**

Nothing in this MOU, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this MOU on any persons other than the Parties to this MOU and to their respective successors and assigns.

## **XIII. COUNTERPARTS**

This MOU may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument, and a signature page sent by facsimile or digital copy shall be deemed to be the equivalent of an original.


## **XIV. ASSIGNMENT**

Neither Party may assign this MOU or any of its rights, obligations or duties hereunder, without the prior written consent of the other Party.

*Dated:*

6-30-12

*Signature:*



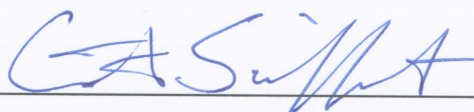
**Matt Loeb**  
*IEEE-SA Acting Managing Director*

**IEEE**  
**The Institute of Electrical and**  
**Electronics Engineers, Inc., acting**  
**through the IEEE Standards Association**

*Dated:*

6/26/12

*Signature:*



**Grant Seiffert**  
*TIA President*

**TIA**  
**Telecommunications Industry Association**