

IEEE Brain Technical Community Memorandum of Understanding
Agreement for Sponsoring Members
--DRAFT FOR REVIEW, APRIL 13, 2020 --

This Memorandum of Understanding (“MOU”) is made this **date**, 2020 by and between the undersigned Societies, Councils, and Operating Units of the Institute of Electrical and Electronics Engineers Incorporated, a New York not-for-profit (“IEEE”), to form the IEEE Brain Technical Community.

SUMMARY: The undersigned Societies, Councils, and Operating Units of IEEE agree to be co-financial sponsors of the IEEE Brain Technical Community for the purposes of providing a broader collaborative community to engage, facilitate, and support multiple entities to work together on developing activities and projects in multidisciplinary technical areas of mutual interest in neuroscience and neurotechnologies.

The IEEE Brain Technical Community will be governed and financially supported by three (3) levels of sponsors termed Core Members, Supporting Members, and Affiliate Members (also known as Sponsoring Members). Each membership level will hold differing rights and responsibilities as outlined in the MOU. Transfers of funds (contributions from Sponsoring Members) into the IEEE Brain Technical Community will belong to the IEEE Brain Technical Community. The collected funds will be used to cover infrastructure cost and activities and projects directed by the Steering Committee of the IEEE Brain Technical Community.

FINANCIAL CONSIDERATIONS: The IEEE Brain Technical Community finances shall follow the guidelines provided in the TAB Operations Manual (Section 7).

The IEEE Brain Technical Community will be financially supported by three (3) levels of sponsors:

- Core Members (Primary Sponsors) - \$35,000 annual premium contribution
- Supporting Members - \$17,500 annual premium contribution
- Affiliate Members - \$5,000 annual premium contribution

Together, the Core Members, Supporting Members, and Affiliate Members represent the financial sponsoring parties for the formation and sustainment of the IEEE Brain Technical Community.

Core Members, Supporting Members, and Affiliate Members agree to sponsor the IEEE Brain Technical Community through payments of an annual premium contribution with a minimum three (3) year commitment beginning in the calendar year 2021 through 2023.

The IEEE Brain Technical Community will have its own budget. The transfers of the annual premium contributions (APC) from its Sponsoring Members will belong to the IEEE Brain Technical Community. All annual premium contribution payments will be made by January 15th of each year.

Any net gain or loss of the Technical Community will be distributed to the Sponsoring Members upon the end of each year, pro-rata. The goal is for the IEEE Brain Technical Community to maintain a net gain each year.

Members will be expected to self-fund any and all additional expenses related to supporting their representatives to attend and participate in any face-to-face Technical Community meetings.

GOVERNANCE AND REPRESENTATION ON THE STEERING COMMITTEE: A Steering Committee will govern the IEEE Brain Technical Community. The Steering Committee will consist of representatives from the Core Members, Supporting Members, and Affiliate Members. The process to select representatives to serve on the IEEE Brain Technical Community Steering Committee shall be governed by each home Society, Council, or Operating Unit.

Each Core Member will be entitled to two (2) voting representatives on the Steering Committee. Each Supporting Member will be entitled to one (1) voting representative on the Steering Committee. Each Affiliate Member will be entitled to one (1) non-voting representative on the Steering Committee. Representatives will be appointed by their respective Society, Council, or Operating Unit and can serve a two (2) year term with up to one (1) renewal per individual.

A Chair will lead the Steering Committee. For continuity, one of the Co-chairs of the IEEE Brain Initiative will serve as the initial Chair of the IEEE Brain Technical Community Steering Committee and for no more than two (2) years. After that, the Chair will be elected by the voting representatives of the Steering Committee.

A Quorum will be a simple 50% plus 1 vote of the Steering Committee.

INFRASTRUCTURE COST: The infrastructure cost will be covered by the IEEE Brain Technical Community budget. The infrastructure cost supports shared resources, including a part-time program manager, content creation and curation, maintenance of the IEEE Brain website (brain.ieee.org), marketing and PR efforts as well as general IEEE Brain Technical Community leadership travel. For continuity, IEEE Future Directions will provide program management support to the IEEE Brain Technical Community, as part of the infrastructure cost, up to the first two (2) years. Early in the second year, the IEEE Brain Technical Community Steering Committee will determine how the program management function will be provided subsequently.

PROJECTS AND ACTIVITIES: The IEEE Brain Technical Community Steering Committee will direct the specific activities and projects to be funded by the IEEE Brain Technical Community budget. Technical contributions from non-sponsoring Societies, Councils, and Operating Units for a specific activity or project are permitted.

TERM AND RENEWAL OF MOU: The initial term of this agreement is for three (3) years beginning January 1, 2021 to December 31, 2023. The MOU is renewable for an additional three (3) year term, by written consent of all Core, Supporting, and Affiliate Members.

ADDITIONS OF PARTICIPANTS: This MOU may be amended from time to time and in compliance with IEEE policy to allow for the addition of new Core Members, Supporting Members, and Affiliate Members as submitted to and agreed upon by the Steering Committee of the IEEE Brain Technical Community. Petitions for inclusion must be presented to the Steering Committee in writing (6) months prior to the beginning a new fiscal year.

TERMINATION OF PARTICIPATION: Any Member unwilling or unable to continue to share the responsibilities as defined in this MOU may resign from the IEEE Brain Technical Community with a written notice of intention to withdraw (6) months prior to the beginning of a new calendar year. The letter of resignation must be delivered to the Chair of the IEEE Brain Technical Community. The Steering Committee Chair shall notify the Steering Committee immediately upon receipt.

The resigning Society, Council, or Operating Unit shall be released from obligations to the IEEE Brain Technical Community at the end of the calendar year in which the six (6) month notification period was given. The resigning Member shall remain accountable for any current annual premium contribution, paid in or due for that calendar year, and it is understood that the current year premium will not be refunded.

Any former Member may later rejoin, without prejudice, on the same basis as any new applicant.

DISSOLUTION OR RESTRUCTURE: It is agreed that the IEEE Brain Technical Community may be dissolved or restructured by the consent of all Members or as instructed by the IEEE and by subsequent vote of the Steering Committee of the IEEE Brain Technical Community to such affect and only after providing adequate timing and administrative actions to fulfill the obligations of the Community thereby allowing a controlled and orderly dissolution or restructure and/or distribution of Community assets and programming. Current year budget will be used to fulfill outstanding obligations or execution of committed programming before final dissolution is concluded.

GENERAL TERMS AND CONDITIONS: Non-Binding Effect. In accordance with IEEE Bylaws Section I-107.2, the Core Members, Supporting Members, and Affiliate Members are integral parts of the IEEE and not separate organizations. Accordingly, the Sponsoring Members are subject to the internal governance structures of the IEEE and ultimately the IEEE Board of Directors. As a result, this MOU shall not be contractually binding but shall reflect the internal understandings of the Sponsoring Members as to the Committee.

Notices: Any notice given under this MOU to any of the Sponsoring Members may be effected by: (i) email or, (ii) facsimile, receipt of which is confirmed by facsimile confirmation.

IN WITNESS WHEREOF, this MOU is executed by the parties hereto by their respective undersigned and authorized officers as of the date first written above.

Authorized signature

Date

Print Name