



IEEE



Memorandum Of Agreement
Between
The IEEE Oceanic Engineering Society (OES), the Marine Technology Society (MTS)
and the
OCEANS '13 MTS/IEEE San Diego General Chairs

Conference Background

OCEANS'XX MTS/IEEE conferences are produced planned and organized as a collaboration of the Marine Technology Society (MTS) and the Oceanic Engineering Society (OES) of the Institute of Electrical and Electronic Engineers (IEEE). The term "Society or Societies" is used in this document to refer to these two organizations collectively. They will be listed separately by name as appropriate. The name OCEANS is used to refer to all conferences in the series independent of year or venue location. The term "General Chair(s)" in the document refers to the person(s) responsible (co-responsible) for the conference. The acronym LOC refers to the Local Oceans Committee and the acronym JOAB refers to the Joint Oceans Administrative Board.

The OCEANS Conference is the flagship technical conference and exhibition of the Societies and the premier conference for the ocean community.

The OCEANS Conference Operational Policy Manual and any subsequent revisions is provided to the local organizing committee when approached to submit a proposal to host an OCEANS Conference. This Manual, along with copies of any standing contracts, provide general direction to the conference committee, and defines relationship as well as the working protocol between JOAB, the LOC, and supporting Contractors.

The Societies have mutually entered into multi-year contracts for OCEANS Conference support services and web site hosting. Our standing multi-year OCEANS contracts for conference services shall be utilized by each LOC. Utilization of our standing contracts by the LOC provides your committee access to professional expert resources needed to plan and execute your program, establishes conference continuity year to year, and reduces financial and legal risk.

The LOC General Chair(s) and its financial chair must be members of MTS and or OES. Only members of one of these Societies may be appointed to serve in these positions, by the Society presidents, on a Local OCEANS conference Committee. The LOC, whose focus is to manage the local content of each conference, agrees to work under the direction of JOAB. The Societies will provide from time to time specific society expectations for results, but will allow the local committee to conduct the conference within the limitations of the MOA, the Guidelines or any written instructions from the Societies delivered to the LOC.

Since each LOC consists of members who as volunteers may require a different combination of contractor services, the local committee will select those additional support services from the applicable conference support contractors.

Understanding

1. The LOC is not authorized to contractually (legally) bind the Societies outside the contractual limits set herein. In particular, hotel contracts requiring a financial commitment must be signed by the contractor approved by the societies.

2. Any management or direction provided by the General Chair(s) to a contractor that involves changes to a signed contract, alteration to an approved and agreed-to scope of work, or changes in financial understandings or financial agreements must be approved by the Society. Any contract exceeding 10,000 USD must be approved by the Societies and signed by their seated presidents.
3. Any series of contracts less than 10,000 USD awarded to a single vendor or to the same source, the total of which is over 10,000 USD will, for signatory purposes, be considered as one contract greater than 10,000 USD. Hence, all contracts in that series require Presidential approval.
4. All contracts less than 10,000 USD involving the OCEANS Conference, such as for arrangements and transportation, must be signed or co-signed by a General Chair or the Financial Chair of the OCEANS Conference.
5. Nevertheless, signature authority on any subcontract obligating the Society regarding an OCEANS Conference belongs solely to the Presidents of the Society. The Executive Director of the Marine Technology Society has the authority to proxy for the Marine Technology Society President when necessary. The Treasurer of the IEEE Oceanic Engineering Society shall be the alternate signer for the IEEE Oceanic Engineering Society President when conditions warrant.
6. During the preparative phase of the conference an account will be installed at a local bank. This account is meant to enable the General Chairs to act promptly to certain demands during the preparatory phase of the OCEANS conference. Signature authority for said account belongs to the General Chairs and the finance chair of the OCEANS conference. The Executive Director of the Marine Technology Society and a designated authority of the IEEE Oceanic Engineering Society will be given signatory authority on this OCEANS Conference bank account.
7. In addition to the conference General Chair(s) and the conference Finance Chair, all other volunteer chairs who make or contribute to financial decisions must sign a Conflict of Interest Form*.
8. The single point of contact for contractual performance between a contractor, the Marine Technology Society, and the IEEE Oceanic Engineering Society for a given OCEANS Conference is the Conference General Chair(s) who is (are) the Society's agent(s) for the conference. The General Chair(s) will manage and direct the contractors for that conference. Projected expenditure levels will be identified in the budget submitted to the Society for approval.
9. The Marine Technology Society and the IEEE Oceanic Engineering Society agree in principle that all costs incurred as a result of a given OCEANS Conference are billed to and paid from the budget of that Conference. All significant expenditures (defined by the Guidelines and this MOA) require Society approval.
10. The Marine Technology Society and the IEEE Oceanic Engineering Society may appoint its Financial Officer as the Point of Contact with regard to contractual financial obligations to the contractor with the support of the Society staff and/or legal council as required.
11. The General Chair(s) of each OCEANS Conference agree(s) to follow the Guidelines for Organizing and Conducting an OCEANS Conference as provided. Should the General Chair(s) wish to deviate from the Guidelines, prior written approval should be obtained from the Society President.

12. The General Chair(s) of each OCEANS Conference agree(s) to use the facilities negotiated by the Marine Technology Society and the IEEE Oceanic Engineering Society which have established support contracts for Web Site Support and Conference Management Services.
13. The Local OCEANS Committee (LOC), formed to plan, organize and conduct the Conference, is directed to report to the Joint Oceans Administrative Board (JOAB) in developing their budget, technical program, exhibits, publications, publicity, and similar activities.
14. It is expected that all local committee chairs will keep their committee positions and continue to discharge their duties until the conference is officially closed by the Societies.
15. The Societies reserve the right to require that a local committee member resign from their position and be removed from acting on behalf of the OCEANS Conference.
16. All members of the local committee must be made aware of and acknowledge to the General Chair(s) that neither the Marine Technology Society nor the IEEE Oceanic Engineering Society indemnify non-members acting on behalf of the OCEANS Conference. The Marine Technology Society and the IEEE Oceanic Engineering Society are not liable for any legal suits that might be brought against the non-MTS and non-IEEE local committee members as a result of the OCEANS Conference. Nor is either Society liable or responsible for legal costs under the rubric of the OCEANS Conference with regard to the activities, statements and representations made by non-members.
17. The LOC must interact with JOAB through designated Liaisons. The Liaisons should attend, either virtually or in person, each conference committee meeting and are expected to provide regular status reports to the Society during the year prior to the Conference.
18. The LOC and JOAB will jointly conduct a wrap-up of the conference. The local committee of each OCEANS Conference will submit a final report. This report should cover pertinent aspects of the conference such as finances, technical program, exhibit, and lessons learned.

* Both MTS and IEEE conflict of interest forms

Jerry Carroll, President, OES

Date

Liz Corbin, President, MTS

Date

Robert Wernli, General Co-Chair,
OCEANS' 13 MTS/IEEE San Diego

Date

Kevin Hardy, General Co-Chair,
OCEANS' 13 MTS/IEEE San Diego

Date