

**Agreement for Joint Operation of OCEANS Conferences
Between
The IEEE Oceanic Engineering Society
and
The Marine Technology Society**

This Agreement for Joint Operation of OCEANS Conferences (the “Agreement”), dated 25 June 2018 (the “Effective Date”), is made between The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”), a New York not-for-profit corporation with offices at 445 Hoes Lane, Piscataway, New Jersey 08855-1331, on behalf of the IEEE Oceanic Engineering Society (“OES”), and the Marine Technology Society (“MTS” and together with IEEE, the “Parties”) with offices at 1100 H St NW #100, Washington, DC 20005.

This Agreement terminates in all respects and replaces the “Agreement Between the Oceanic Engineering Society of the Institute of Electrical and Electronics Engineers and the Marine Technology Society for Joint Sponsorship of an Annual Conference OCEANS YY MTS/IEEE” dated 31 July 1995.

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1 Applicability of this Agreement

This Agreement defines policies for joint operation in equal shares by MTS and OES (together, the "Societies") of the OCEANS Conference series comprising two conferences per year: (i) one conference held annually in North America in September-October, and (ii) one conference held in May-June in Europe in odd numbered years and Asia-Pacific in even numbered years.

1.1 Duration

The term of this Agreement shall commence on the Effective Date and, unless sooner terminated pursuant to provisions herein, shall continue to automatically renew on an annual basis (the "Term").

1.2 Termination

This Agreement may be terminated under the following circumstances:

- (1) by the non-breaching Party, upon the occurrence of a material breach of the breaching Party's obligations under this Agreement, which breach is not cured within 30 days after receipt of written notice of the breach from the non-breaching Party;
- (2) by either Party immediately without liability if the other Party ceases to conduct business or is the subject of a petition in bankruptcy which is not withdrawn within 60 days; or
- (3) by either Party for any reason upon two years prior written notice to the other Party.

Notwithstanding the termination of this Agreement for any reason, neither Party shall be relieved of any duty, obligation, debt or liability that arose or accrued prior to the termination. Upon termination of this Agreement for any reason, each Party shall promptly (i) return to the other Party all materials provided pursuant to this Agreement; and (ii) deliver to all deliverables and portions thereof created under the Agreement prior to termination.

1.3 Five-year Review

The Parties shall review and update the terms of this Agreement every five years, with the first review to be completed by January 1, 2023.

2 Name of the Conference Series

The jointly-operated conference series under the terms of this Agreement shall be called "OCEANS". Individual OCEANS conferences in the series shall be identified by the four-digit year and the name of the city in which the OCEANS conference is held: "OCEANS YYYY City".

IEEE retains the rights to the conference title "OCEANS" and, as part of this Agreement, gives MTS a non-exclusive royalty-free license to use the name for as long as the Agreement is in force.

OES and MTS logos shall appear in conjunction with the above title on all materials and displays in any medium.

3 Purpose of the Conference Series

The OCEANS conference series shall provide a forum for the exchange of knowledge and ideas about technological developments, research, policy, education, and training related to marine science and ocean engineering. Participants include technically oriented professionals, educators, students, and public policy makers at all levels of the states and federal governments of the host countries. The conference program shall be designed to encourage communication between these groups through technical sessions and exhibits.

Each OCEANS conference shall comprise a scientific program with oral and poster presentations, and a state-of-the-art exhibition in the field of ocean engineering and marine technology. In addition, each conference may have tutorials, workshops, panel discussions, technical tours, awards ceremonies, receptions, and other professional and social activities.

The Societies agree to work together to maximize conference participation by all relevant organizations from the private and public sectors.

The Societies agree to refrain from organizing or co-sponsoring any other conference that would compete for the same audience and patronage as OCEANS.

4 Operational Policies of the Conference Series

Operational policies for planning and conducting OCEANS conferences are described in the OCEANS Conference Operational Policy (“OCOP”) manual (<http://www.oceansconference.org>), which is incorporated into this Agreement. Key policies and procedures are reproduced here for reference:

4.1 Conference Organization and Administration

The Societies have established four joint committees to manage OCEANS conferences:

- (1) The OCEANS Steering Committee (“OSC”)
- (2) The Reconnaissance Committee (“RECON”)
- (3) The Joint OCEANS Administrative Board (“JOAB”)
- (4) The Local Organizing Committee (“LOC”)

In addition, for every OCEANS conference the Societies each appoint one of their members to serve as liaison (the “Liaisons”), and together they retain the services of a Professional Conference Organizer (“PCO”) and a Webmaster. All contracts with PCO or Webmaster must be in writing signed by the Parties.

OSC shall be responsible for OCEANS strategy, general oversight, oversight of RECON and JOAB, and OCOP approval. OSC shall comprise eight members with an equal representation from OES and MTS:

- OES: President, Junior Past President, Vice President for OCEANS, Treasurer
- MTS: President, Past President, President Elect, Treasurer.

The OES President and the MTS President shall serve as Co-Chairs of OSC. The terms of service of the members of OSC shall be those of their respective offices within the Societies.

OSC shall provide strategic direction to RECON based on specific criteria (serving membership interests, local and global impact, location, timing, positioning relative to competition, past experience from RECON/JOAB/PCO, etc.). OSC shall review and approve conference bid recommendations made by RECON before conveying them to the Board of each Society for official approval.

The MTS Board of Directors and the OES Administrative Committee (together, the “Boards of the Societies”) shall be responsible for approving all OCEANS conferences, including for each conference (1) the location, venue, and hotels, (2) the dates, (3) appointment of the General Chair of the conference and the organization structure of the LOC, (4) the budget and plan, (5) the theme, and for conferences held outside North America (6) the PCO.

Together, the OES Vice President for OCEANS and the MTS President shall oversee the formation, operation, and closure of all OCEANS conferences. This includes oversight of the activities of RECON and JOAB, and for each OCEANS conference the activities of the LOC, the Liaisons, and the PCO.

The OES Vice President for OCEANS and the MTS President each shall appoint one of their Society members to serve as Liaison, and together they shall appoint the General Chair or co-Chairs of the conference who shall serve as Chair of the LOC.

RECON shall be responsible for identifying suitable prospective OCEANS conference sites in specific geographic locations of interest per OSC strategic guidelines. RECON shall encourage the formation of LOCs in such locations. RECON shall assess the capabilities of selected LOCs while helping them assemble a full bid. RECON shall make recommendations to OSC on full bid approval.

With approval of the Boards of the Societies, the OES Vice President for OCEANS and the MTS President shall appoint RECON Committee members with one co-Chair from each Society and as many members as necessary to fulfill the committee’s charter. Members of RECON should have previous experience conducting OCEANS conferences.

JOAB shall oversee, coordinate, and guide the activities of LOCs for all approved OCEANS conferences. With approval of the Boards of the Societies, the OES Vice President for OCEANS and the MTS President each shall appoint up to four JOAB Committee members with one co-Chair from each Society. Co-Chairs of RECON shall be members of JOAB among the four members from each Society. Members of JOAB shall have previous experience conducting OCEANS conferences. JOAB shall work with the LOC to (1) maintain an operational schedule for venue and vendor contracts, exhibits marketing and management; (2) manage the Technical Program (abstract solicitations and reviews, management of submitted papers, organization of technical sessions, plenary sessions, student poster competition); (3) manage the social program; and (4) oversee the conference website (content, timing, etc.).

The typical lead time for OCEANS conferences is 4 to 5 years. Therefore, appointed co-Chairs and members of RECON and JOAB shall serve a 3-year term renewable once.

The LOC is responsible for planning, organizing and conducting the conference. To this end, the LOC shall work with RECON and the PCO in the initial planning phase of the conference (budget development, venue identification). Once the Boards of the Societies have approved a conference, the LOC of this conference shall work under the direction of JOAB to organize and conduct the conference (budget, technical program, exhibits, publications, publicity, social program, etc.) with help from the PCO. The LOC shall report to JOAB through its Liaisons. The Liaisons shall represent JOAB when collecting information from the LOC, and they shall report concerns and needs from the LOC back to the Societies through JOAB.

As Chair of the LOC, the General Chair of the conference shall be the single point of contact for contractual performance between a contractor hired by the LOC and the Societies.

The General Chair and the Finance Chair of the conference, as well as all volunteer committee Chairs who make or contribute to financial decisions shall sign a Conflict of Interest form for both MTS and IEEE.

All LOC committee Chairs shall continue to fulfill their duties until the conference is officially closed by the Societies, no more than 12 months after the end of the conference.

The PCO shall work for the LOC and provide event management services according to a statement of work defined in a Master Service Agreement signed by the Parties. A typical statement of work includes negotiation of contracts for event venues and hotels, recruitment and management of event vendors, management of exhibits (marketing, sales, on-site support), management of conference registration and housing for attendees.

The OES Vice President for OCEANS and the MTS President shall be the primary points of contact for contractual matters between the Societies and the PCO.

4.2 *Finances*

The Societies agree that all costs incurred in connection with a given OCEANS conference are billed to and paid from the budget of that conference. All significant expenditures require prior approval by the Societies.

The Societies agree to jointly finance the OCEANS Conference series by providing advance funds in equal shares. The amount and schedule for advance money allocation shall be indicated in the budget of each conference.

The Societies agree to split 50% all conference-specific revenues, expenses, indirect taxes (e.g. VAT, GST, etc.), and operating surplus.

During the preparative phase of the conference a Concentration Banking Account (“CBA”) will be opened by MTS and will be used to handle seed money from the Societies as well as transactions that must be made in U.S. dollars. For OCEANS conferences held in the U.S., this CBA will be the conference bank account for which both the MTS Treasurer and the IEEE Staff Director of Financial Services shall have signature authority. For OCEANS conferences held outside the U.S., a separate account will be opened by the LOC at a local bank to handle all other conference transactions in the local currency (the “Foreign Account” and, together with the

CBA, the “Accounts”). Signature authority for the local account belongs to the General Chair and the Finance Chair of the conference. In addition, the chair of the local IEEE Section, or local OES Chapter, and the MTS Treasurer must also be signatories on the local bank account.

The LOC is responsible for monitoring projected expenditure levels in the conference budget approved by the Societies and for notifying JOAB of any variations of over 20% in a budgeted line item.

The Societies may conduct professional or social activities at the conference that are unique to their respective membership or interests, provided such activities do not interfere with the conference. The LOC may assist the Societies in arranging these events by providing contractual coverage, meeting rooms, etc., however, a separate account of all expenses incurred shall be made. These expenses shall not be conference expenses and shall be paid for directly by the Society organizing the events.

The Societies may choose to host a joint Leadership Dinner in conjunction with a given OCEANS conference. The Presidents of the Societies prepare a nominative guest list and only those invited guests who have responded positively may attend. The LOC may provide arrangements and contractual coverage, but all expenses associated with the Leadership Dinner shall not be considered conference expenses. The Societies shall each cover the cost of their respective guests, and they shall share in equal parts the cost of guests from the LOC and dignitaries associated with the conference (e.g. keynote speakers, honorary chairs).

At the end of each conference, the Societies shall hire an external certified auditor to audit the finances of the conference. Such audit must be completed within three months of the end of the OCEANS conference. Therefore, all financial transactions must be completed and all Accounts closed within three months of the end of the OCEANS conference.

The Societies agree to transfer up to 10% of the current year’s OCEANS conferences net distribution to an “OCEANS Reserve” account held as temporarily restricted assets by MTS. This reserve account shall hold a maximum of fifty thousand US dollars (USD 50,000) to cover (i) OCEANS award prizes for student competitions that are an integral part of the OCEANS conference, and (ii) travel expenses incurred by members of RECON, JOAB, and by Liaisons while developing future OCEANS conferences. Together the OES Vice President for OCEANS and the MTS Vice President for Finance shall approve all such travel expenses prior to each trip. Expense reports prepared in accordance with MTS travel policies will be submitted to MTS for reimbursement.

Funds received from the net distribution of a given OCEANS conference will appear as a credit on the temporary restricted OCEANS Reserve account. When an approved expense is incurred, the expense is booked as an MTS expense with an offsetting release of temporary restricted funds to cover the expense, resulting in no effect to the current year’s MTS operating net surplus.

4.3 *Contracts*

The Societies shall jointly establish various multi-year contracts for OCEANS conference support services and web hosting. Such contracts shall be utilized by the LOC for the professional expert resources needed to (1) plan and execute the program, (2) maintain OCEANS conference continuity from year to year, and (3) reduce financial and legal risks.

Any contract or series of contracts with an aggregate value greater than five thousand U.S. dollars (USD 5,000), must be reviewed and approved by (i) the Parties, (ii) the IEEE Legal and Compliance Department, and (iii) the IEEE Strategic Sourcing Department. After all approvals have been obtained, any contract valued at or below fifteen thousand U.S. dollars (USD 15,000) could be executed by the General Chair or the Financial Chair of the OCEANS conference. All contracts valued above USD 15,000 shall be executed by the MTS Treasurer, and by IEEE on behalf of OES. All contracts must be submitted to conferencecontracts@ieee.org for retention once executed.

Except as noted above, signature authority on any subcontract obligating the Societies for an OCEANS conference belongs solely to the Presidents of the Societies. The MTS Treasurer has the authority to proxy for the MTS President when necessary. The OES Treasurer shall be the alternate signer for the OES President when conditions warrant.

4.4 *Conference Publications*

The Technical Program Committee of the LOC shall solicit abstracts, review submitted abstracts on technical merit, and notify prospective authors of acceptance or rejection. In accordance with generally accepted scholarly practices, authors of selected abstracts shall prepare and submit a 4- to 6-page paper to be considered for publication in the proceedings of the conference.

Payment of OCEANS conference registration fees and transfer of copyrights shall be prerequisites to paper submission, but not a guarantee of inclusion in the archived proceedings. A paper submitted but not presented by one of its co-authors at the OCEANS conference shall be considered withdrawn and will be excluded from the archived proceedings.

At the end of each OCEANS conference, the LOC will assemble all presented papers that it has accepted into the proceedings of the conference and submit these proceedings for online archive in IEEE Xplore. IEEE reserves the right to reject or remove any conference proceedings in whole or in part should such material, in IEEE's sole discretion, violate IEEE's publication principles or policies.

IEEE shall retain the copyrights of papers presented at all OCEANS conferences held outside North America, as well as OCEANS conferences held in North America on even-numbered years. MTS shall retain the copyrights of papers presented at OCEANS conferences on odd-numbered years.

MTS gives IEEE the non-exclusive, worldwide, royalty-free license to use, reproduce, and distribute OCEANS conference papers bearing the MTS copyright through IEEE's publication channels. The corresponding papers shall indicate in the footer that MTS holds the copyright.

Authors of papers presented at the conference shall be offered the opportunity to publish expanded version of their conference papers in the MTS Journal or the IEEE Journal of Oceanic Engineering.

4.5 *Conference Exhibits*

An exhibition shall provide for the display and demonstration of state-of-the-art technology and instrumentation. Exhibits build attendance, provide an important educational purpose, and provide financial support for the OCEANS conference. Exhibits shall be an integral part of the overall program with ample opportunities provided for the OCEANS conference participants to view the exhibits.

5 Compliance with MTS and IEEE Policies

The Societies agree to comply with the following MTS and IEEE policies.

IEEE and MTS are committed to the principle that all persons shall have equal access to programs, facilities, services, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the IEEE's policy and/or applicable laws.

IEEE and MTS each prohibit discrimination, harassment or bullying against any person because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status or any other characteristic protected by law. IEEE and MTS expect that their respective partners, contractors, affiliates and clients shall maintain an environment free of discrimination, including harassment, bullying, or retaliation when and where ever those individuals are conducting business with IEEE or MTS or participating in events or activities organized by IEEE or MTS. IEEE and MTS are each Equal Opportunity Employers and comply with Executive Order 11246, and hereby provide notice of its compliance with FAR 52-222-26, 41 C.F.R. 60-1.4, 41 C.F.R. 60-250.5 and 41 C.F.R. 60-741.5, which are hereby incorporated by reference.

6 Masterbrands

6.1 *Guidelines for using the MTS Masterbrand*

The MTS Masterbrand may only be used for conference promotion and operation upon execution of this Agreement. The right to use the MTS marks shall terminate upon termination of the Agreement. Guidelines for use of the MTS Masterbrand and Logotype "MTS" can be found on the MTS Web site ([https://www.mtsociety.org/pdf/handout MTS-002 Brand Guidelines 2013-05-02.pdf](https://www.mtsociety.org/pdf/handout%20MTS-002%20Brand%20Guidelines%202013-05-02.pdf)). All MTS-branded materials on any medium shall adhere to the guidelines established in this document.

As part of this Agreement, MTS grants IEEE a non-exclusive, revocable, worldwide, royalty-free license to use the MTS name, MTS logo, and the joint MTS name and logo (the "MTS Masterbrand") with respect to the promotion and operation of OCEANS conferences.

6.2 *Guidelines for using the IEEE Masterbrand/Trademarks*

The IEEE Masterbrand may only be used for conference promotion and operation upon execution of this Agreement. The right to use the IEEE marks as approved shall terminate upon termination of the Agreement. Guidelines for use of the IEEE Masterbrand and Logotype "IEEE" can be found on the IEEE Web site (<http://www.ieee.org/about/toolkit/index.html>)

All IEEE-branded materials on any medium shall adhere to the guidelines established in the IEEE Visual Identity Guidelines (http://www.ieee.org/go/visual_guidelines).

As part of this Agreement, IEEE grants MTS a non-exclusive, revocable, worldwide, royalty-free license to use the IEEE name, IEEE logo, and the joint IEEE name and logo (the "IEEE Masterbrand") (collectively the "IEEE Brand Identifiers") with respect to the promotion and operation of OCEANS conferences.

MTS acknowledges and agrees that IEEE is the exclusive owner of all rights, title, and interest throughout the world to the IEEE Brand Identifiers. Nothing in this Agreement shall constitute a transfer of any of IEEE's ownership in the IEEE Brand Identifiers to MTS.

7 Insurance

For the term of the Agreement, each party shall secure and maintain, at its own expense, all insurance necessary to fulfill its obligations under this Agreement. Such insurance shall be written by an insurance carrier rated "A" or better by A.M. Best Company. Each party has the right, but not the obligation, to request evidence of such insurance.

8 Governing Law and Jurisdiction

This Agreement shall be governed by, and construed and enforced 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.

9 Compliance with Laws

The Societies represent and warrant that they shall comply with all laws and regulations that apply to their obligations and duties under this Agreement, including, but not limited to, all laws and regulations concerning data privacy or security or the collection, storage, transfer or other dissemination of data.

9.1 *Protection of the personal data of individuals.*

With respect to Personal Data of European Data Subject, the Societies agree to abide by the General Data Protection Regulation (GDPR), Regulation EU-2016/679, effective May 25, 2018. The Societies further agree to abide by the principles of the GDPR with respect to those individuals who are not Data Subjects under the GDPR. Opt-in consent by the individuals concerned will be required when requesting such personal data as, but not limited to: name, photo, email address, and internet provider (IP) address. This provision applies to all conference systems including, but not limited to, conference registration systems, websites, peer review tools, marketing and customer management systems.

10 Indemnification

Each Party agrees to indemnify, defend and hold harmless the other, its parents, subsidiaries, affiliates and its and their officers, agents and employees from and against any and all claims, damages, liabilities, losses and/or expenses (including attorneys' fees and costs and any claim or threatened claim of third parties) incurred by the indemnified Party (collectively, "Losses") that arise from any: (a) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon the services or deliverables provided by indemnifying Party pursuant to this Agreement; (b) gross negligence or willful misconduct of indemnifying Party; (c) indemnifying Party's failure to perform fully its obligations herein in a timely manner; or (d) breach of any of indemnifying Party's representations and warranties herein. This provision shall also apply to any and all subcontractors employed by either Party. The terms of this provision shall survive the termination or expiration of this Agreement.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF DATA OR COST OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT BETWEEN THE PARTIES, OR THE SERVICES PERFORMED THEREUNDER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11 Miscellaneous

11.1 *Confidentiality and Ownership of Information and Other Assets*

Neither Party shall disclose to a third party Confidential Information of the other Party. The receiving Party shall use the same degree of care as it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. "Confidential Information" as used in this Agreement means information identified by either Party as "Confidential" and/or "Proprietary," or information that, under the circumstances, ought reasonably be treated as confidential and/or proprietary.

The Parties understand and agree that data generated as a result of this Agreement including, but

not limited to, registration data related to an OCEANS conference, (the “Conference Data”) shall be jointly owned and that neither Party shall be considered a Data Processor, as that term is defined in the GDPR, of the other. For the avoidance of doubt, the MTS Masterbrand, IEEE Brand Identifiers, and the conference proceedings shall not be considered Conference Data.

11.2 *Force Majeure*

The performance of this Agreement is subject to acts of God, government authority, riots, epidemics, unusually severe weather, fire, floods, war, terrorism, embargoes, labor disputes or strikes, or other cause beyond the Parties’ control, which make it inadvisable, commercially impracticable, illegal or impossible to perform as originally contracted under this Agreement. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one Party to the other without liability.

11.3 *Entire Agreement*

This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the Parties relating to the subject matter hereof. There are no other understandings, statements, or promises of inducement, oral or otherwise, contrary to the terms of this Agreement.

11.4 *Amendments*

Amendments or modifications to this Agreement may be made for specific OCEANS conferences with the written approval of both MTS and IEEE. Any amendment shall modify only the article addressed without affecting the validity of the remainder of the Agreement.

11.5 *Binding Agreement*

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The failure of either Party to require strict performance by the other Party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.


11.6 *Assignments*

Each Party agrees not to assign or transfer any right, interest or claim under this Agreement without the written consent of the other Party.

12 Signatures

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day first above written.

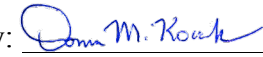
**THE INSTITUTE OF ELECTRICAL AND
ELECTRONICS ENGINEERS,
INCORPORATED**

By: Christian de Moustier 

Title: President, Oceanic Engineering Society

Date: 26 June 2018

**THE MARINE TECHNOLOGY
SOCIETY**

By: Don M. Kouk 

Title: President

Date: 26 June 2018