

IEEE Brain Technical Community Memorandum of Understanding Agreement for Sponsoring Members

This Memorandum of Understanding (“MOU”) is made this 1 June 2023 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, neurotechnologies, and associated systems. The IEEE Brain Technical Community shall follow the guidelines provided in the TAB Operations Manual (Section 4.8).

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 or Financial Sponsors). 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.

This MOU applies to Societies, Councils, and Operating Units of IEEE who agree to be co-financial sponsors of the IEEE Brain Technical Community. Individuals may become members of the IEEE Brain Community by paying dues defined in the IEEE Memberships and Subscriptions Catalog. IEEE Brain Community membership is free to individuals belonging to any financial sponsor 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 2024 through 2026.

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 15 January of each year.

Any loss or net gain that exceeds the maximum allowed to be kept by IEEE Brain as reserves per IEEE TC 2.0 will be distributed proportionally to the Sponsoring Members at the end of each calendar year. This distribution is calculated based on a Sponsoring Member's percentage of financial contribution relative to the total sponsor contribution to the IEEE Brain Technical Community. The goal is for the IEEE Brain Technical Community to maintain a net gain each year.

Sponsoring members will be expected to self-fund additional expenses related to supporting their representatives to attend and participate in one face-to-face Technical Community meeting annually.

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) lifetime renewal per individual.

A Chair, who is an IEEE member, will lead the Steering Committee and the IEEE Brain Technical Community. The Chair will rotate among all the Core Members for a term of one (1) year, and after the 1-year appointment, she/he/they will serve an additional (1) year as Past Chair. In January of the year prior to their turn of rotation, the Core Member will appoint a Chair-Elect who shall serve as Chair the following year. An individual cannot serve as the Chair for more than 2 years in a 10-year period. The order of the rotation among the Core Members shall be decided by the voting representatives of the Steering Committee. As new Core Members join, they will be added to the established rotation cycle.

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.

PROJECTS AND ACTIVITIES: The IEEE Brain Technical Community Steering Committee will direct the specific activities and projects that are to be jointly supported and funded by the IEEE Brain Technical Community budget. Activities and projects may include conferences, workshops, panels/sessions, educational content development, publications, standards development, technical reports, and competitions that connect to the technical interests of the Sponsoring Members within neuroscience, neurotechnologies, and associated systems. Technical contributions from non-sponsoring Societies, Councils, and Operating Units for a specific activity or project are permitted.

Sponsoring Members will help promote the IEEE Brain Technical Community activities and projects to their Societies, Councils, or Operating Units, and be an active contributor to the planning and execution of these activities and projects. IEEE Brain Technical Community will provide periodic updates to the Sponsoring Members, including an annual report that can be shared with the Sponsoring Members' Board of Governors or Executive Committee.

TERM AND RENEWAL OF MOU: The initial term of this agreement is for three (3) years beginning January 1, 2024 to December 31, 2026. The MOU is renewable for additional three (3) year terms by written consent of a majority vote of Core and Supporting Members per the voting rights as specified in the section "GOVERNANCE AND REPRESENTATION ON THE STEERING COMMITTEE".

MOU AMENDMENTS: Proposed changes to the MOU must be presented to the Steering Committee of the IEEE Brain Technical Community in writing. Due consideration of the changes will be reviewed by the Steering Committee in concert with Presidents of the Sponsoring Members. Unanimous approval, by all Core Member Presidents and Supporting Member Presidents, are required before the proposed changes are implemented with an amended MOU.

ADDITION 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. The addition of the new Sponsoring Members and the terms of additions will require unanimous approval from current Core Member Presidents and Supporting Member Presidents. Petitions for inclusion must be presented to the Steering Committee in writing (6) months prior to the beginning of 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 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 effect 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 executed 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.

The Institute of Electrical and Electronics Engineers, Incorporated acting through

IEEE SPS

Name of Society

Core Member

Level of Sponsors: Please specify either Core Member, Supporting Member, or Affiliate Member

Athina Petropulu

10/8/23

Authorized signature

Date

Athina Petropulu

Print Name

IEEE SPS President

Title

Address

athinap@rutgers.edu

Email Address