

AMENDMENT NO. __

Amendment No. 1, dated ____ January 2021 (the “Amendment”) to the Rebooting Computing Community (RCC) – an IEEE Multi-Society/OU Memorandum of Understanding dated [insert date] (the “Agreement”) for the continuation of the Rebooting Computing Initiative (RCI) and its expansion into the Rebooting Computing (Technical Community) (RCC), a member of the Technical Activities Board, a fully self-funded and self-sufficient organization, with additional support by and between the undersigned societies, councils and operating units (“Sponsoring Parties.”). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agreement.

WHEREAS, the Parties desire to enter into this Amendment to the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The “Rebooting Computing Initiative” will transition to the “IEEE Computer Society Task Force on Rebooting Computing” rather than the “Rebooting Computing (Technical) Community (RCC)” under the IEEE Technical Activities Board. The formation of the Task Force on Rebooting Computing will begin on 1 January 2021. The MOU remains a renewable three-year commitment, starting 1 January 2021, and ending on 31 December 2023.
2. All references to “RCC” in the Agreement are hereby deleted and entirely replaced with the “Task Force on Rebooting Computing.”
3. All references to “RCC Management Council” or “RCCMC” in the Agreement are hereby deleted and entirely replaced with “Task Force Executive Committee”.
4. Section 4 of the Agreement is deleted and replaced with the following:

Section 4. FINANCIAL CONSIDERATIONS OF MULTI-SOCIETY TECHNICAL GROUP The Task Force on Rebooting Computing, is a self-funded, self-sufficient community organized within the IEEE Computer Society, soliciting sponsorship and support from IEEE OUs and interested outside organizations. The Sponsoring Societies, Councils, and Operating Units agree to support the Task Force on Rebooting Computing through a schedule of contributions in the form of an annual fee, with a three-year commitment for calendar years 2021 through the end of 2023. Total contributions shall be a minimum commitment for calendar years 2021 through the end of 2023. Total contributions shall be a minimum of \$5,000 per year, or, in the special cases approved individually by the Task Force Executive Committee, an equivalent in-kind contribution as staff support or similar. Payments will occur following the execution of this MOU or January 31st of the following years.

If new supporters are accepted into the Task Force on Rebooting Committee, the amount contributed by each supporter will remain the same, but the total contributions will increase, enable additional activities or better support for existing ones. Similarly, if Sponsors decide to discontinue their support (see section 6), the total amount of

contributions will be reduced by the contribution of the departing sponsor without any increase in the individual contributions of the remaining Sponsors.

Existing IEEE Computer Society mechanisms to retain year-to-year reserves shall be made available to Task Force leadership to fund future year programs. These funds would be budgeted and apportioned by Task Force leadership annually in accordance with existing Computer Society Technical Committee policies and procedures.

All assets or activities of the Task Force (currently IRDS, ICRC and LPCVC) would have MOUs and Steering Committees, if they involve multiple “owners”, both inside and outside IEEE. All surplus and deficits would be divided among co-owning OUs, and the IEEE Computer Society portion would be treated the same as assets that are financially co-sponsored by Computer Society Technical Committees/Task Forces. All asset/activity co-owners would have representation on the asset/activity Steering Committee commensurate with their percentage of ownership.

It should be once again noted that external organizations are allowed to become supporters of the Task Force on Rebooting Computing. Such a support would be formalized, if needed, under separate agreements. Activities funded 100% from outside sources typically are not subject to any overhead (e.g., LPCVC-IEEE Foundation).

5. Section 5.2.2. is amended as follows:

“Chairs of Task Force Committees (IRDS, ICRC and LPCVC) shall be permanent, voting members of the Task Force Executive Committee. The Chair of the Task Force shall be selected from among the Task Force Committee chairs, or their designated delegates, with the consent of the Vice President for Technical and Conference Activities, for a two-year term. Sponsoring Parties shall each appoint one voting representative to the Task Force Executive Committee annually. The method for appointing the representatives and their terms shall be determined by the Sponsoring Parties. If a representative member on the Task Force Executive Committee steps down or becomes unavailable for any teams, the Sponsoring Party shall appoint a new representative for the remainder of the term of the original representative.”

6. Section 5.2.3. is amended by as follows: “The Task Force Executive Committee shall appoint a Treasurer and a Secretary with the consent of the Vice President for Technical and Conference Activities, each with a renewable term of two years.”

7. Section 7 of the Agreement is deleted and replaced with the following:

“7. ADDITIONS OF SPONSORING ORGANIZATIONS TO THE TASK FORCE
Petitions for inclusion in the Task Force on Rebooting Computing from IEEE Societies, Councils or Organizational Units must be presented in writing at least two (2) months prior to the beginning a new calendar year. Any new Sponsoring Organization’s term shall start at the beginning of the next calendar year.

Upon signing the MOU, any representative of a new Sponsoring Organization of the Task Force on Rebooting Computing shall be allowed to attend the Task Force Executive Committee meetings as an observer, even before the membership is effective.

8. ADDITIONS OF MEMBERS OF THE IRDS

The addition of supporters to IRDS is allowed by the IRDS Roadmap Committee as governed by the IRDS policies and procedures.

9. AMENDMENTS TO THE MOU

This MOU may be amended from time to time and in compliance with IEEE policy. All representatives of Sponsoring Parties of the Task Force Executive Committee shall sign amendments.”

8. Section 8. General Terms and Conditions becomes **Section 10. GENERAL TERMS AND CONDITIONS.**

This Amendment is governed by the Agreement. All other provisions of the Agreement not specifically amended hereby remain in full force and effect. In the event of conflict among provisions of the Agreement and this Amendment, the provisions of this Amendment shall take precedence over the terms of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of date first written herein.

IEEE COMPUTER SOCIETY

By: _____

Title: _____

Date: _____

IEEE SIGNAL PROCESSING SOCIETY

By:  _____

Title: President

Date: February 3, 2021