

AGREEMENT FOR IEEE TRANSACTIONS ON MOBILE COMPUTING

Introduction.

This document constitutes an Agreement among the five Financial Sponsors, namely, the IEEE Computer Society, the IEEE Communications Society, the IEEE Circuits and Systems Society, the IEEE Signal Processing Society, and the IEEE Industrial Electronics Society (hereinafter, Financial Sponsors), for an IEEE TRANSACTIONS ON MOBILE COMPUTING (hereinafter, Periodical). In addition to the Financial Sponsors, there are currently eight Technical Cosponsors, namely, the IEEE Engineering in Medicine Biology Society, the IEEE Information Theory Society, the IEEE Instrumentation and Measurement Society, the IEEE Power Engineering Society, the IEEE Robotics and Automation Society, the IEEE Systems, Man and Cybernetics Society, the IEEE Engineering Management Society, and the IEEE Electromagnetic Compatibility Society. At the discretion of the Financial Sponsors, there may be additional Technical Cosponsor(s) for the Periodical.

Field of Interest.

The scope of the Periodical shall be the various aspects of research in mobile computing and applications of mobile computing, including, but not limited to, circuits, networking, signal processing, systems, software, and systems integration, and applications as represented by the Fields of Interest of the sponsors.

Implementation.

This Agreement shall be acted upon by the Presidents of the Financial Sponsors on behalf of their respective Boards of Governors (BoGs) or Administrative Committees (AdComs). All changes to this Agreement shall require the unanimous consent of the Financial Sponsors. This Agreement shall become a part of the records of the IEEE Technical Activities Department.

Participation.

The initial period of this Agreement shall be five years from the date of signature of the Financial Sponsors and all Financial Sponsors are obligated to commit to the Agreement for the full five years; thereafter, the Agreement shall be automatically renewable every three years with the Financial Sponsors obligated to commit to the Agreement for the full three years.

In the extraordinary event that the Financial Sponsors, by unanimous agreement, wish to withdraw from this Agreement:

- (1) the Steering Committee shall prepare a plan for the orderly termination of the publication, to include a publication schedule for the remaining issues;
- (2) appropriate announcements shall be made in accordance with the termination plan of the publication;
- (3) cease immediately accepting new submissions;
- (4) notify all authors with manuscripts under review, and either suggest alternative IEEE publications or accept the manuscript for publication in the Periodical.

All manuscripts already accepted for publication will be published, with the financial obligations incurred by such publication shared equally among the Financial Sponsors. Following publication of such accepted manuscripts, the Periodical will be considered disbanded.

Recognizing that the subject matter of the Periodical represents a new, cutting-edge technology, it is conceivable that the sponsors may contract or expand in recognition of changes in the field, and to insure the technical viability of the Periodical.

Therefore, any sponsor--Financial Sponsor or Technical Cosponsor--wishing to withdraw from this Agreement shall announce this fact to the Financial Sponsors no later than one year prior to the expiration of the Agreement.

Following such notification, no other action for withdrawal shall be required; any monies due and owing to a withdrawing Financial Sponsor, both surplus and remainder of share of the reserve, shall be paid to that Financial Sponsor no later than 31 March of the year following withdrawal.

Any entity wishing to join this Agreement as a Financial Sponsor shall so indicate to the Financial Sponsors, two years prior to the beginning of their financial participation. Any entity wishing to join this Agreement as a Technical Cosponsor shall so declare no later than 1 March of the year prior to activation of Technical Cosponsorship. Entities petitioning for Financial Sponsor status shall provide evidence of technical strength in the field of interest of the Periodical, financial viability to maintain the entity's role in the partnership for the next term, and evidence of approval of such participation by the entity's ruling body (board or administrative committee). Approval of new sponsors shall be by unanimous action of the Financial Sponsors, upon recommendation of the Steering Committee regarding the entity's expected technical contribution, and confirmation of the entity's financial viability (for Financial Sponsors) by the IEEE Technical Activities Department. New Financial Sponsors may join only at each agreement renewal window; Technical Cosponsors may be added the first day of January of any year.

Administration.

The Periodical will be administered by a Steering Committee comprising representatives from the Financial Sponsors, and including a chair and the Editor-in-Chief of the Periodical, as defined in the Steering Committee Charter.

In addition, the Periodical shall have an Editorial Board to insure the appropriateness and quality of manuscripts submitted to the Periodical for publication, the peer review process, and other day-to-day matters normally within the purview of an Editorial Board of an IEEE Transactions. The Editor-in-Chief will be nominated by a Financial Sponsor from among individuals representing the technical disciplines of that Financial Sponsor, and shall be approved by the Steering Committee.

The Editor-in-Chief shall be an acknowledged leader in the field of interest of the Periodical. He/she shall agree to assume the roles and responsibilities of the Editor-in-Chief with all attention and vigor, and realizing that there shall be no remuneration for service to the Periodical. The period of service shall be three years, nonrenewable. The duties shall include the selection of Associate Editors from across the disciplines represented by the Financial Sponsors and Technical Cosponsors; the Associate Editors shall form the Editorial Board for the Periodical which shall be chaired by the Editor-in-Chief. In addition, the Editor-in-Chief shall serve as an ex-officio, nonvoting member of the Steering Committee.

All other day-to-day management concerns will be assumed by the Steering Committee as detailed in its Charter.

Additionally, the Computer Society shall be designated as the Administrative Partner at the inception of this Agreement and shall provide a system for receiving, logging, filing, and delivering submitted manuscripts to associate editors and reviewers in fulfillment of the peer review process. The Administrative Partner shall be responsible for preparing and transferring each issue to the production editor for preparation in all approved formats, and mailing of the final Periodical. The Administrative Partner shall also provide the Financial Sponsors, Technical Cosponsors and the Steering Committee, at least annually, reports relevant to submissions vs. publication, timeliness, and adherence to page budget and other pertinent data about the Periodical. The Administrative Partner shall administer all production, initial budget preparations, accounting, financial reports, and communications with the Financial Sponsors and with the IEEE TAD.

Financial.

The Financial Sponsors are responsible for all financial obligations of the Periodical.

Annually, the Chair of the Steering Committee shall, by 15 March or no later than 60 days prior to the announced deadline for development of the first round budget preparation cycle, provide copies to all Financial Sponsors of itemized income and expense budgets that provide a financial history, current performance, and recommended budgets for the next three years, as well as historical information and recommendations for page budgets, numbers of issues, and suggested pricing. The Financial Sponsors shall confirm these recommendations and act on them as part of their respective, annual budgets.

The Administrative Partner shall manage and process all expenses through a business unit established for the Periodical. All Financial Sponsors shall share expenses equally on a monthly basis during the first five years. Said business unit account shall be zeroed-out monthly and expenses shall be posted to each Financial Sponsor's account in proportion to the Financial Sponsor's share.

All net income for the first five-year cycle of this Agreement shall be held by the business unit under management by the Administrative Partner for the Periodical. No later than 31 March of the following year (Year 6), all surplus after payment of obligations, shall be disbursed to the Financial Sponsors in equal share. Thereafter, surplus disbursement to the Financial Sponsors, in equal share, shall occur annually.

Subscriptions.

All of the Financial Sponsors and any Technical Cosponsors shall offer the Periodical according to the rates developed by the Steering Committee and confirmed by the Financial Sponsors. These rates shall be developed by the Steering Committee for non-member subscribers as well as for all classes of IEEE and Society members.

The Periodical may be included in the IEEE All Periodicals Package (APP) and financial sponsoring societies' subpackages, both print and electronic, as well as the IEEE Electronic Library. The Periodical shall not be included in any other packages or distributions, in any format, without the unanimous consent of the Financial Sponsors.

Amendments to this Agreement.

All amendments to this Agreement, other than those of an administrative nature, shall require the unanimous consent of the Financial Sponsors.

Signatures

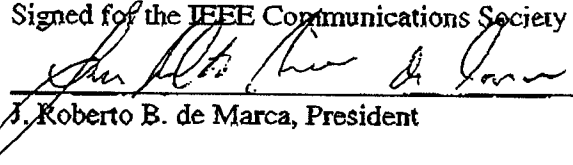
In confirmation of this agreement, the Financial Sponsors hereunder provide their signatures:

Signed for the IEEE Computer Society


B. W. Wah, President

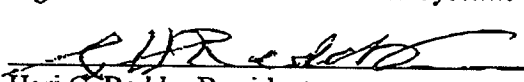
Jan 25, 2002
Date

Signed for the IEEE Communications Society


J. Roberto B. de Marca, President

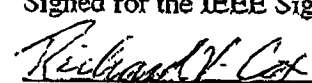
Dec. 18, 2001
Date

Signed for the IEEE Circuits and Systems Society


Hari C. Reddy, President

Feb. 14, 2002
Date

Signed for the IEEE Signal Processing Society


Panos E. Papamichalis, President

2/16/2002
Date

Signed for the IEEE Industrial Electronics Society


Ren C. Luo, President

Date

**CHARTER FOR THE
STEERING COMMITTEE FOR THE
IEEE TRANSACTIONS ON MOBILE COMPUTING**

Mandate

The Steering Committee shall act as the Trustee for the IEEE Transactions on Mobile Computing (hereinafter, the Periodical), and shall have management responsibility for that publication.

Membership

All appointments shall begin on 1 January of the designated beginning year of a term and shall end on 31 December of the designated ending year of a term. In no case shall the term of a Steering Committee member exceed three years.

The membership of the Steering Committee shall be:

- a chair
- two representatives for each Financial Sponsor
- the Editor-in-Chief for the Periodical
- the Computer Society Publisher (ex-officio)

Except for the initial Chair, the Chair shall normally be chosen from among past members of the Steering Committee and shall serve for a term of three years, nonrenewable. The Chair shall vote only to break a tie. The first chair of the Steering Committee shall be selected by the Signal Processing Society; the second chair shall be selected by the Circuits and Systems Society; the third chair shall be selected by the Industrial Electronics Society, and the fourth chair shall be selected from the Communication Society, and the fifth chair shall be selected by the Computer Society. Should additional Financial Sponsors join the Steering Committee, they shall name a chair for the Steering Committee in the order in which that Financial Sponsor joined the Steering Committee. The chair shall continue to rotate among the Financial Sponsors, except if a Financial Sponsor shall notify the Steering Committee, in writing, that it wishes to pass on its turn, in which case the next Financial Sponsor, in order, shall have the opportunity to make the appointment, or to pass, until a chair is named. In no event shall the Chair of the Steering Committee and the Editor-in-Chief be selected by the same Financial Sponsor. In the event a Financial Sponsor shall withdraw from the Steering Committee, and the chair shall be the appointment of that Financial Sponsor, the term of the chair shall not survive the participation of the Financial Sponsor.

The voting representatives for each Financial Sponsor shall normally be the Chair of each Sponsor's Mobile Computing Technical Committee or equivalent, and the Society's Vice President-Publications or his/her equivalent or designee. In the event that the term of an individual serving as Technical Committee Chair exceeds the three-year maximum term of the Steering Committee, the officer in charge of technical activities for that Financial Sponsor shall appoint a new representative to fill the vacancy. In the event that the term of an individual serving as Vice-President Publications exceeds the three-year maximum term of the Steering Committee, he/she will designate an appropriate individual to serve on the Steering

Committee until his/her term as Vice President-Publications ends and the new Vice President-Publications joins the Steering Committee.

The membership of the Steering Committee will have staggered terms, such that the term of at most one of the representatives for each Financial Sponsor expires in any year. Otherwise, terms shall be for three years, non-renewable. It is the responsibility of each Financial Sponsor to assure their adherence to this policy.

The members of the Steering Committee shall select a Secretary and a Treasurer from among their membership, each to serve in that post for a term of one year.

The Editor-in-Chief of the Periodical shall serve on the Steering Committee, ex-officio, without vote. The first Editor-in-Chief shall be nominated by the Computer Society, and approved by the Steering Committee; the Editor-in-Chief shall serve for three years, nonrenewable. Succeeding Editors-in-Chief shall each serve for three years, nonrenewable. The next Editor-in-Chief shall be nominated by the Communications Society, the third shall be nominated by the Industrial Electronics Society, the fourth shall be nominated by the Signal Processing Society, and the fifth shall be nominated by the Circuits and Systems Society. Should additional Financial Sponsors join the Steering Committee, they shall have the opportunity to nominate an Editor-in-Chief in the same order in which that Financial Sponsor joined the Steering Committee. The post of Editor-in-Chief shall continue to rotate in order among the Financial Sponsors, except if a Financial Sponsor shall notify the Steering Committee, in writing, that it wishes to pass on its turn, in which case the next Financial Sponsor, in order, shall have the opportunity to make a nomination, or to pass, until an Editor-in-Chief is named. In no event shall the Editor-in-Chief and the Chair of the Steering Committee be nominated by the same Financial Sponsor. In the event a Financial Sponsor shall withdraw from the Steering Committee for this Periodical, and the serving Editor-in-Chief shall have been nominated by that Financial Sponsor, the term-in-progress of the Editor-in-Chief shall be fulfilled.

Meetings

Much of the deliberations of the Steering Committee occur through e-mail or teleconference. If a face-to-face meeting is deemed necessary, the Chair may call for such a meeting to take place at a place and time that is convenient to most members. In order for action to be taken, each Financial Sponsor must be represented in the deliberations by at least one person.

Voting

Each Financial Sponsor shall have two votes on the Steering Committee. In the event only one representative for a Financial Sponsor is able to participate in a discussion, the two votes shall be held by that representative. There shall be no proxies. The chair shall vote only to break a tie. The Editor-in-Chief shall be a nonvoting, ex-officio member of the Steering Committee.

Duties

The duties of the Steering Committee shall involve the prudent management of the Periodical, including the following activities:

- **Financial:** Each year the Steering Committee, under the leadership of the Treasurer, shall develop a three-year-out budget for the Periodical, including: page budget, periodicity, income and expenses. Financial history for the preceding two years shall also be provided. This budget shall be transmitted to each Financial Sponsor at least sixty days in advance of the deadline for budget submission to the IEEE Computer Society as Administrative Partner, and shall comprise the three-year financial plan for the Periodical. Changes from prior year projections shall be fully explained. The Administrative Partner shall be responsible for submitting all budget and financial information to the IEEE Technical Activities Department as required.
- **Reporting:** Annually, the Steering Committee shall provide to each Financial Sponsor an annual report of the activities of the Periodical which shall include: the budget (as defined above), information about: the Editorial Board members; number of manuscripts submitted vs. number manuscripts published; data on elapsed time from submission to publication; information regarding changes to the scope of the journal; and other pertinent information available from the Administrative Partner to the Agreement.

The Secretary of the Steering Committee shall transmit to all Financial Sponsors a report of action and information items within 15 working days following each deliberation of the Steering Committee (including mail ballots).

- **Nominations:** The Steering Committee shall deliver to the Vice President-Publications of the Financial Sponsor whose turn it is to nominate the incoming Editor-in-Chief, at least nine months prior to the end of the current term of the Editor-in-Chief, individual(s) for the post from among appropriate members of that Financial Sponsor. The nomination for Editor-in-Chief must be confirmed by the Steering Committee. The Financial Sponsor shall act in a manner that will insure that the Steering Committee shall confirm the nomination of the Editor-in-Chief-Elect at least three months prior to the expiration of the term of the retiring Editor-in-Chief.

It is most desirable that the Steering Committee chair be named by a Financial Sponsor from among its experienced, past representatives on the Steering Committee. As the chair is a nonvoting member of the Steering Committee, such term may run consecutive to a just-completed term as voting representative. To permit orderly transfer of duties, the chair-elect shall be named at least three months prior to the expiration of the term of the current chair.

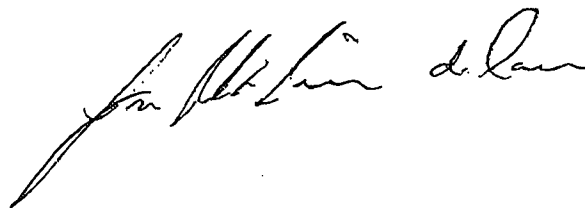
- **Editorial Board:** The Editor-in-Chief shall be responsible for appointing, with the advice and consent of the Steering Committee, the Associate Editors for the publication who shall form the Editorial Board. Nominations for Associate Editor shall arise from the Technical Committees of the Financial Sponsors and the Technical Cosponsors. Each Technical Cosponsor shall be requested to name a corresponding liaison who shall provide to the Steering Committee the names and biographies, along with the particular technical proficiencies in the area of mobile computing, of nominees to serve on the Editorial Board such that the subject areas particular to that Technical Cosponsor is adequately covered.

The Editor-in-Chief shall provide interface with the Administrative Partner for manuscript handling and manufacture of the Periodical.

The Editorial Board shall comprise no fewer than 10 nor more than 100 members with expertise across the disciplines of mobile computing, who shall normally serve terms of three years,

nonrenewable, and shall be drawn from the members of each of the Financial Sponsors; at least one member of the Editorial Board shall represent each of the Technical Cosponsors for the Periodical. The Editorial Board shall be responsible for the technical quality of the Periodical. The Editorial Board, under the leadership of the Editor-in-Chief, shall assure appropriate peer review of submitted manuscripts; timely review and publication of accepted manuscripts; adherence to the page budget; etc.

- **Resolution:** Matters of dispute regarding the appropriate review or publication of a manuscript; or between author and reviewer; or between author and associate editor; or between reviewer and editor; or between editor and editor-in-chief shall be negotiated first at the Editorial Board level. If no satisfactory resolution can be reached by the Editorial Board, the matter shall be appealed to the Steering Committee. In any case, all matters of dispute shall be immediately reported to the Editor-in-Chief for dissemination to the Steering Committee members.
- **Amendments:** Administrative updates (addition of the names of Financial Sponsors, corrections to grammar, punctuation, etc.) may be made by the Secretary of the Steering Committee who shall then provide updated copies to all Financial Sponsors and members of the Steering Committee. Amendments to this Steering Committee charter shall be recommended by the Steering Committee for unanimous action by the Financial Sponsors.

 (ROBERTO
DE MARCA)