

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 27th day of February, 2010, by and between The Institute of Electrical and Electronics Engineers, Incorporated, a New York not-for-profit corporation ("IEEE"), acting through its **IEEE - Iran Section** ("Technical Co-Sponsor") and University of Le Havre ("Sponsoring Party") and sets forth the relationship and obligations relating to the 5th International Conference on e-Commerce in Developing Countries: with focus on export (ECDC 2010) to be held 15-16 Sept. 2010, at the University of Le Havre, Le Havre (the "Conference").

1. DURATION OF MOU: This MOU addresses the rights and obligations with respect to the Conference. Although the parties may presently be considering the possibility of future conferences similar in theme or subject matter, no party shall be under any obligation to renew this MOU.

2. SPONSORSHIP: Technical co-sponsorship indicates direct and substantial involvement by the Technical Co-Sponsor solely in the organization of the technical program portion of the Conference. The Parties agree that the financial liability of the Conference is the sole right and responsibility of the Conference. **To ensure the quality of the Conference, members from the IEEE Sponsoring Party will participate in the preparation of the technical program, paper review process, technical session and other organization actions. The IEEE Sponsoring Party is included in the Conference Program Committee and the Technical Program Committee. The IEEE Sponsoring Party will encourage members of their society, section or geographical unit to submit papers and attend the Conference. The IEEE Sponsoring Party will assist in publicity through mailing lists and Organizational web site.**

3. OWNERSHIP OF THE CONFERENCE NAME: The Sponsoring Parties agree and acknowledge that the University of Le Havre is the exclusive owner of all rights, title and interest throughout the world to the names 5th International Conference on e-Commerce in Developing Countries: with focus on export and "ECDC2010", including, and without being limited to, all rights in the trademarks, service marks, certification marks, and association marks ("Conference Marks"). During the term of this MOU, the Technical Co-Sponsors shall have a non-exclusive, non-transferable, royalty-free license to use the Conference Marks in connection with the Conference.

4. OWNERSHIP OF INTELLECTUAL PROPERTY: The Conference Proceedings are the intellectual property of the University of Le Havre, France.

5. INCLUSION IN IEEE CONFERENCE PUBLICATIONS PROGRAM (CPP): The University of Le Havre understands that the IEEE co-sponsoring unit, SMCS, has sole discretion to designate which papers accepted for presentation at the Conference shall be eligible for inclusion in the IEEE Conference Publications Program (CPP) if participation in the CPP is applied for and approved. University of Le Havre shall be responsible for all costs of the publishing and distribution by the CPP of such papers in the form of Conference Proceedings. Furthermore, University of Le Havre shall:

(a) Ensure such papers accepted for inclusion in the CPP are prepared in IEEE-compatible format according to the procedures available at <http://www.ieee.org/portal/pages/pubs/confpubcenter/instructions.html>; and

(b) Submit such content to IEEE within one (1) week after the Conference end

6. RESPONSIBILITIES OF THE SPONSORING PARTIES:

Should the circumstances dictate a revocation of this MOU, both parties shall inform each other in writing explaining the rationale and giving a minimum of 2 weeks for the arrangements to be put in place before sponsorship is terminated.

Upon termination or non-renewal of this MOU, no Sponsoring Party may use, license, create derivative works, or exploit in any way the jointly owned works without the written consent of the other parties.

7. IEEE MASTER BRAND: Guidelines for use of the IEEE Master Brand and Logotype "IEEE" found on the IEEE Web site at www.ieee.org/web/publications/rights/idstandards.html shall be followed.

8. INDEMNITY: Each Sponsoring Party shall indemnify and hold harmless the other Sponsoring Party from and against any and all claims, demands, liabilities, settlements, damages, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of, or in any way connected with, any default, breach or negligent non-performance of this MOU or any negligent act or omission on the part of itself, its agents and employees arising out of this MOU.

9. PROPRIETARY OR CONFIDENTIAL INFORMATION: Neither party shall disclose to a third party Proprietary or Confidential Information of the other party. Each party further agrees to act as trustee for any Confidential Information jointly created or acquired through the parties' participation in this MOU.

10. GENERAL TERMS AND CONDITIONS:

Binding Effect: This MOU shall inure to the benefit of, and be binding upon, the Sponsoring Parties, their successors in interest, legal representatives, and assigns.

Assignment: None of the Sponsoring Parties may assign or transfer neither its interest in this MOU, nor any interest herein or claim hereunder without the express written consent of the other Sponsoring Parties.

Complete MOU: This MOU constitutes the entire agreement among the parties and supersedes all other prior MOUs of the parties for the period to which it applies and may not be modified except in writing signed by the parties.

Notices: Any notice given under this MOU to any of the Sponsoring Parties may be effected by: (i) email or, (ii) facsimile, receipt of which is confirmed by facsimile confirmation.

Counterparts: This MOU may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If either party uses a scanned or facsimile transmittal, that copy shall be deemed to be an original.

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.

IEEE - Iran Section



Authorized Signature

Hamid Soltanian-Zadeh

Print Name

Chairman of the IEEE Iran Section

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