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**Adoption and Translation Agreement**

**Between**

**ULTRA**

**and**

**The Institute of Electrical and Electronics Engineers, Incorporated**

(each, a “Party” or together, “Parties”)

1. **SIGNATORIES**

[[The [ORGANIZATION] is ......]]

The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”) is a New York headquartered not-for-profit corporation dedicated to promoting technology for the benefit of humanity. IEEE has members in over 160 countries and focuses on advancing the theory and practice of electrical, electronics, and computer engineering, computer science, and related technologies.

The IEEE Standards Association (“IEEE SA”) is a global standardization body within IEEE comprised of individual and corporate members and other contributing technologists, who develop consensus-based electro-technical, electronic, information and communication technology standards affecting a broad market base. The IEEE SA provides a standards program that serves the global requirements of industry, government, and the public. The IEEE SA is the only body that can speak for IEEE in the area of standardization.

1. **OBJECTIVES**

Whereas:

1. IEEE standards enable international technical collaboration and are fundamental to the global technological infrastructure;
2. [ORGANIZATION] plays an important and growing role in the production, development, and use of the technology enabled by IEEE standards;
3. test wsetdsgdsfg 45655556
4. Access to IEEE’s standards will help the [ORGANIZATION] to bring technological development, economic growth, and new employment opportunities to the people of [Country];
5. [ORGANIZATION]’s participation in the development and promotion of IEEE’s standards will benefit all who depend upon those standards and will advance global technological development.

Now, therefore, the parties wish to enable [ORGANIZATION] to adopt and promote the use of IEEE standards in [Country].

1. **DEFINITIONS**

## “IEEE Trademarks” means the IEEE word mark and the IEEE logo.

## “Licensed IEEE Standards” means the IEEE standards identified in Annex A, published by IEEE in the English language.

## “National Adoption” means an IEEE standard adopted and translated by [ORGANIZATION].

## “Local Language” means [language].

## “Cover page” means a cover page designed by [ORGANIZATION], which may be attached to the Translated Version (defined below) and must include the IEEE numeric designation and title for each Licensed IEEE Standard, as well as IEEE’s trademark logo design in a prominent location.

## “Front Matter” means material in the published standard that precedes the text proper of the Licensed IEEE Standard, including, but not limited to, the title page, copyright page, table of contents, dedication, and preface.

## “Publication Notice” means the following statement: *This [Country] National Standard is based on IEEE [XXXX-XXXX, Title, Year date]. It has been adopted and translated into Local Language from the English version under license from IEEE. No part of this publication may be reproduced, in any form by[ORGANIZATION] without prior written consent of IEEE. This standards publication has been translated into Local Language to aid in the understanding of the original IEEE English text version. IEEE does not take responsibility, nor does it provide any warranty whatsoever neither expressed nor implied, for any conflicts which may occur due to changes in the syntax or meaning that are inherent to the translation process or any errors made during the translation process. In all cases, the IEEE version, published in English, shall serve as the official document. IEEE is a trademark of The Institute of Electrical and Electronics Engineers, Incorporated, New York, New York, USA, used under license.*” [ORGANIZATION]

## “Translated Version” means the Local Language version of each Licensed IEEE Standard.

1. **ADOPTION and translation of IEEE STANDARDS BY [ORGANIZATION] as national standards**

[ORGANIZATION] may adopt and translate IEEE standards in accordance with the following terms:

* 1. Upon written request from [ORGANIZATION], IEEE will provide [ORGANIZATION] digital copies of individual standards, at no cost, for the sole purpose of identifying IEEE standards for adoption. Draft standards that have not been approved through the IEEE standards development process may not be adopted.

* 1. [ORGANIZATION] will annually send to IEEE a cumulative list of all IEEE standards it has adopted or withdrawn (*i.e.* ceased adoption or use of), and the number of units (if any) sold or transmitted to third parties during that year. Reports shall be in the format attached hereto as Exhibit A and shall be sent to IEEE by January 31 each year for the prior year’s activities.
  2. hello

* 1. [ORGANIZATION] will provide IEEE with digital copies of all National Adoptions.

* 1. Where appropriate, [ORGANIZATION] will promote the relevance of IEEE standards and National Adoptions to Country’s regulatory needs and incorporate the standards by reference into Country’s regulations. See Section 4.3 for restrictions relating to distribution of the National Adoption.
  2. Test!!

* 1. No modification of the IEEE standard, other than the translation, is allowed, other than the following:
  2. Test??

* + 1. The addition of a cover page. [ORGANIZATION] may include its own logo and designation (standard number) on the National Adoption, but the IEEE designation shall also be displayed on the cover page in a size no less than equal to the size of the Organization’s logo.

* + 1. Yo!!!
    2. The addition of front and back matter that 1) does not alter the content of the IEEE standard and 2) does not conflict with the copyright assertions of IEEE.
    3. The addition of front matter and/or annexes that addresses “Country-Specific Changes.” Country-Specific Changes are changes that are necessary to adapt the standard to the needs of Country. Please be advised that
    4. Yo!

## [ORGANIZATION] shall ensure that the translations are accurate and complete. For the avoidance of doubt, all IEEE’s prior written consent. All Translated Versions shall be created in a hard cover bound format. Distribution of Translated Versions in other formats is strictly prohibited.

* 1. [ORGANIZATION] grants a royalty-free right to IEEE to use, sell, publish and distribute the National Adoption document in any format or medium.

* 1. In all cases, ORGANIZATION shall provide credit to IEEE as follows:

*“This Country National Standard is based on IEEE [XXXX-XXXX, Title, Year date], Copyright IEEE, All rights reserved, 445 Hoes Lane Piscataway, NJ, USA. Reprinted pursuant to license agreement with IEEE.”*

* 1. [ORGANIZATION] understands that Patent Letters of Assurance (LoAs) may not apply to a National Adoption and with Country-Specific Changes. More information at: <https://development.standards.ieee.org/myproject/Public/mytools/mob/relationship.pdf>

* 1. A National Adoption with Country-Specific Changes is different from the IEEE standard. Therefore, [ORGANIZATION] shall inform users of the National Adoption that they cannot claim conformance with the IEEE standard.
  2. Test

1. **INTELLECTUAL PROPERTY**

1. [ORGANIZATION] agrees that all copyrights and other rights in IEEE standards and National Adoptions are the sole property of IEEE and subject to applicable U.S. and international copyright laws. The front matter and Country-Specific Changes, if applicable, remain copyright of [ORGANIZATION]. To the extent required to enable the rights and obligations of the Parties under this Agreement each grants to the other a nonexclusive, worldwide license to use the material referenced herein.

1. [ORGANIZATION] may not alter or modify or otherwise create derivative works based on an IEEE standard except with IEEE’s prior written consent or as explicitly authorized under this Agreement.

1. IEEE grants to [ORGANIZATION] non-exclusive, limited license to publish, sell, and distribute National Adoptions, including Country-Specific Changes, in Country, without payment of any royalty to IEEE, on the condition that [ORGANIZATION] will not do any of the following without the prior written consent of the IEEE SA Managing Director:

* 1. Submit or provide IEEE standards or Adoptions to any other standards body or organization (whether within Country or elsewhere) for use, review, or approval;

or

* 1. Distribute Adoptions and Translations at no cost.

If an Adoption is intended to be incorporated by reference into law or regulation, IEEE shall be notified. Mechanisms for providing those Adoptions at no cost may be negotiated.

1. If [ORGANIZATION] has at any time, either before or after the effective date of this Agreement, adopted a standard from any other standards development organization (including, but not limited to, ISO, IEC, ITU, and ISO/IEC JTC1) that was based on an IEEE standard listed in Annex A, [ORGANIZATION] shall notify IEEE of its adoption of that standard.

1. **ADDITIONAL ACTIVITIES**

1. Both Parties agree to exchange information on their specific standards development activities on a quarterly basis. IEEE will send to an identified [ORGANIZATION] contact a copy of, or link to, the *IEEE SA Newswire*, which includes information on IEEE standards activities, and other relevant newsletters.

1. A liaison will be appointed from IEEE and [ORGANIZATION]. These two people will serve as the focal point for all interactions between the two organizations. As of the date of this AGREEMENT, the two liaisons are as follows:

IEEE – [Staff Contact Name]

[ORGANIZATION] – [Staff Contact Name]

Each organization shall notify each other in writing should any of the contacts above change.

1. Each Party grants the other Party the right to use the Party’s trademarks and Logos only for the specific and limited purposes expressly authorized by this Agreement. Upon expiration or termination of this Agreement for any reason, the foregoing grant of rights shall terminate. All such usage shall be in conformance with all applicable branding guidelines.

1. Both organizations recognize the importance of protecting intellectual property to the integrity of the standards process. Nothing in this Agreement is intended to result in the transfer of either Party’s intellectual property, including but not limited to any trademarks, copyrights or patents, to the other Party without the Parties entering into a written agreement documenting such transfer.

1. IEEE may provide an electronic link to the [ORGANIZATION] website (please specify) on the IEEE SA website using [ORGANIZATION]’s Logo in accordance with the terms of Section V.C above.

1. [ORGANIZATION] may provide an electronic link to the IEEE SA website (standards.ieee.org) on the [ORGANIZATION] website using IEEE’s Logo in accordance with the terms of Section V.C above.

1. **PUBLICITY**

Any press release or other publicity issued by either Party regarding this Agreement must be reviewed and approved in writing by the other Party prior to release.

1. **TERM AND TERMINATION**

This Agreement shall remain in effect until terminated as follows:

1. By either Party, upon forty-five (45) days’ prior written notice to the other;

1. By both parties, upon written mutual agreement;

1. By either party, upon the other’s insolvency, petition for bankruptcy or reorganization under bankruptcy laws, or assignment for the benefit of creditors;

1. By either Party, in the event of a material breach of this Agreement by the other, if such breach is not cured within thirty (30) days’ after written notice of the breach;

Upon termination of this Agreement for any reason, [ORGANIZATION] will immediately cease all adoption, modification, translation, and use of the IEEE standards.

The following provisions of this Agreement shall survive termination: III(f); IV; VI; VII; VIII; IX; and X.

1. **CONFIDENTIALITY**

The terms of this Agreement are strictly confidential and neither party shall disclose them to any third party, except (1) with express written consent of the other party, (2) as necessary to effectuate the terms of the Agreement, or (3) as necessary to comply with any applicable law or court order.

1. **INDEMNIFICATION**

[ORGANIZATION] shall indemnify, defend, and hold harmless IEEE and its officers, directors, agents and employees from and against all claims, losses, expenses, fees (including, but not limited to, attorneys’ and expert witnesses’ fees), costs and judgments that may be asserted against IEEE that result from (a) any adoption, modification, translation, or use of an IEEE standard by [ORGANIZATION], or (b) any claims by any third parties which are based upon or are the result of any breach of the warranties contained in this Agreement.

1. **NOTICE**

Any notice made according to this Agreement shall be in writing, sent by registered or certified mail, return receipt requested, addressed to the Parties at their respective addresses specified below, and are effective when mailed. Alternately, an email, a facsimile transmittal, or an express mail transmittal with a confirmation of receipt shall be acceptable. Either Party, by notice, may specify a different address.

If to [ORGANIZATION]: (Address)

Tel:

Fax:

If to IEEE: The Institute of Electrical and Electronics Engineers, Incorporated

Standards Activities

445 Hoes Lane

Piscataway, NJ 08854

USA

Attention: Agreement Liaison

Email:

Tel: (732) 562-XXXX

Fax: (732) 562-1571

With a courtesy copy to:

3 Park Avenue, 17th Floor

New York, NY 10016

United States

Attention: Sophia A. Muirhead, General Counsel

Email: [contract-review@ieee.org](mailto:contract-review@ieee.org)

Tel: 212-705-8950

1. **MISCELLANEOUS**

1. This Agreement constitutes the complete agreement between Parties, supersedes all prior agreements with respect to the subject hereof, and may not be amended or modified, except by written instrument signed by all Parties hereto or by their duly authorized representatives.

1. This Agreement shall be construed in accordance with the laws of the State of New York, without giving effect to its conflict-of-laws provisions, and the Courts of New York shall be the forum for settlement of any dispute.

1. The terms and conditions of this Agreement are severable. If any condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force. Further, the term and condition which is held to be illegal or unenforceable shall remain in effect as far as possible and in accordance with the intention of the Parties.

1. Any prevention of or delay in either party’s performance hereunder due to labor disputes, acts of God, governmental restrictions, epidemic, enemy or hostile governmental action, fire or other casualty, or other causes beyond the party’s control shall excuse the party’s performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

1. The relationship between the Parties shall be that of independent contractors, and nothing in this Agreement shall be construed to constitute either Party as an employee, agent or member of the other Party. Without limiting the foregoing, neither Party shall have authority to act for or to bind the other Party in any way, to make representations or warranties or to execute agreements on behalf of the other Party, or to represent that it is in any way responsible for the acts or omissions of the other Party.

1. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and to their respective successors and assigns.

1. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument, and a signature page sent by facsimile or digital copy shall be deemed to be the equivalent of an original.

1. Neither Party may assign this Agreement nor any of its rights, obligations or duties hereunder, without the prior written consent of the other Party.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

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| **THE INSTITUTE OF ELECTRICAL** **[ORGANIZATION]  AND ELECTRONICS ENGINEERS, INCORPORATED** By: By:   Print Name:­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: |
| Date: Date: |

Exhibit A – ADOPTION and Translation REPORT TEMPLATE

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| **Sales/Downloads of IEEE Adoptions and Translation** | | | | | | |
| **Print** | | | | | | |
| **Sales Date** | **Type of Customer ( i.e. Govt, students, etc)** | **Customer** | **Customer Country** | **Std Title** | **Std Number** | **Quantity** |
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**ANNEX A**