Memorandum of Understanding ("MoU")

Between

"SGCC" and "IEEE"

1. SIGNATORIES

This Memorandum of Understanding between the State Grid Corporation of China (hereinafter referred to as "SGCC") and the Institute of Electrical and Electronics Engineers, Inc. (hereinafter referred to as "IEEE") is for the purpose of promoting mutual understanding and enhancing the development of long-term, stable, and comprehensive friendly cooperation between SGCC and IEEE. Through friendly interactions, based on a peer-to-peer relationship and mutual benefit, the Parties hereby enter into this MOU to establish a strategic relationship in the areas of power and energy.

The State Grid Corporation of China (SGCC) is the largest public utility in the world. SGCC’s core business is to build and operate power grids and provide secure, reliable, economic, clean, and sustainable power supply for the development of the society. Its service area covers 26 provinces, autonomous regions and municipalities, the area of which equals to 88% of the national territory. SGCC has 1.6 million employees and serves a population of over 1.1 billion.

The Institute of Electrical and Electronic Engineers (IEEE) is the world’s largest engineering society, with over 400,000 members in more than 160 countries, focusing on advancing the theory and practice of electrical, electronics, and power engineering, computer science, and other related technologies for the benefit of humanity. IEEE Power & Energy Society (PES), one of the IEEE societies, provides the forum for sharing the latest in technological developments in the electric power industry, for developing standards that guide the development and construction of equipment and system, and for educating members of the industry and the general public.

2. INTEREST IN COOPERATION

SGCC and IEEE have common objectives on international activities in the areas of power and energy, especially smart grid, UHV (Ultra High Voltage) transmission and other relevant aspects. Both parties would benefit from the cooperation to achieve the goals of improving,
guiding, innovating, and promoting the development of technology in the areas of power and energy. SGCC and IEEE recognize the importance of establishing and strengthening their relationship and fostering closer cooperation. Both parties therefore will strive to build a strategic relationship.

3. COLLABORATIVE ACTIVITIES

1) IEEE and SGCC may, from time to time as they may agree, exchange without cost, non-proprietary information directly relevant to this initiative.

2) SGCC and IEEE will each appoint a liaison representative. These two representatives will take charge of all interactions between the two Parties. As of the signing date of this MOU, the appointment of the two liaison representatives is as follows:

   IEEE – Ning Hua, Senior director of Asia Pacific, IEEE, n.hua@ieee.org
   SGCC- Jun Yu, Deputy Director General of International Cooperation Dept., yu-jun@sgcc.com.cn

3) Both parties agree that exchange visits of high-level executives will be arranged at a suitable time in China, US or other locations that are mutually agreed upon. The purpose is to improve communication between both Parties, review existing cooperative activities and explore new cooperative projects.

   The head office of IEEE is located at
   445 Hoes Lane Piscataway, NJ 08854, US

   The head office of SGCC is located at
   86 West Chang'an Avenue, Xicheng District, Beijing, PRC

4) Both Parties will exchange a joint activity report via liaison representatives on a yearly basis.

5) SGCC will financially support and encourage its SGCC and subsidiary companies’ employees to join IEEE and the IEEE Power & Energy Society (PES) as professional individual members.

   a) SGCC will pay USD 17,550.00 as a corporate member of IEEE PES, which is the amount equal to 150 individual members’ fees. The current fee for IEEE electronic membership is USD 82.00 and IEEE PES membership is USD $35.00 per member for a total of USD 117.00 per member. SGCC will provide the name list for membership to IEEE PES and encourage others to join as well.

   b) The Members will receive the full benefits of a higher-grade electronic IEEE and higher-grade IEEE PES membership including access to the IEEE PES Resource Center, IEEE Power & Energy Magazine, IEEE Electrification Magazine, and much more. As part of the closer collaboration, IEEE PES can assist and train SGCC PES members on Technical Committee participation and processes.
6) Cooperative activities on standardization
   a) SGCC will join IEEE Standards Association as an Advanced Corporate Member
      (The current advanced corporate membership annual due is USD10,000.00)
   b) IEEE will provide a subscription to IEEE-SA’s member-only IEEE-SA News and
      other relevant newsletters for SGCC.

7) Both parties may jointly hold international conferences, workshops, seminars and
   Executive Luncheons on power and energy fields of interest either in the US or China.
   SGCC event participation can include hosting and joint sponsorship of an event, assisting
   in technical program design, panel session participation, paper submission as well as
   paper reviews, and executive session participation. SGCC’s IEEE PES Members will
   enjoy conference and event registration membership discounts.

8) Resource sharing
   a) IEEE will introduce and elaborate the value of its IEEE Electronic Library (IEL),
      and assist SGCC in purchase and use of the product.
   b) SGCC IEEE PES members would be encouraged to contribute articles, participate in
      the editorial, and review processes for IEEE PES transactions (PETS), magazines,
      newsletter, and other opportunities.
   c) SGCC IEEE PES members could use the data in IEEE PES Resource Center. The
      IEEE PES Resource Center contains a wealth of practical information that would
      help SGCC engineers and their technologist to perform their duties. It can also
      display the SGCC best practices to the world.

9) Education
   SGCC shall encourage employees to join IEEE as individual member. IEEE shall
   actively introduce the service and membership benefits to SGCC employees.
   IEEE PES offers custom training for companies, which could be one or two days in topics of
   interest as identified by SGCC. SGCC can also offer experts to provide instruction for the
   IEEE PES global community.

10) Based on mutual communication, both Parties can decide other activities of common
    interest for collaboration.
    IEEE and IEEE PES incubate new technology directions through Initiatives. Some
    Initiatives that may be of interest include Smart Grid, Smart Cities, Internet of Things,
    Transportation Electrification, Cyber Security, Big Data, and Green ICT, as well as
    others.

11) Awards
    IEEE and PES have many opportunities to recognize outstanding contributions to the
    industry as well as humanity in general. SGCC Members would have the opportunity to
    nominate its PES Members for these globally recognized awards.
12) Humanitarian

IEEE’s mission is to advance technology for the benefit of humanity. In that spirit, there are opportunities for SGCC and its members to support and participate in the IEEE humanitarian projects, such as IEEE Smart Village program.

4. PERIOD OF VALIDITY

This MoU will be signed both in Chinese and English versions. The two versions have the same force and effect. This MoU shall be effective for three years since January 1, 2018 and may be renewed with mutual consent.

Notwithstanding the foregoing, this MoU may be terminated by either Party upon 90 day’s written notice to the other. Upon termination or expiration of this MoU, all the rights granted pursuant to this MoU shall cease immediately and both Parties shall cease from distributing any information received pursuant to this MoU. Notwithstanding anything in this MoU or otherwise to the contrary, the provisions of this MoU related to ownership of rights shall survive any termination or expiration of this MoU.

5. DISPUTE RESOLUTION

All disputes arising in connection with the present MoU, which cannot be solved amicably, shall be finally settled by arbitration in accordance with the International Chamber of Commerce (ICC) Arbitration Rules, by one or more arbitrators appointed under the said Rules.

6. FORCE MAJEURE

Neither Party shall be responsible for any delay or failure in performance resulting from force majeure.

7. CONFIDENTIALITY

Each Party shall assume confidentiality obligations to the information with regard to business secrets or any other undisclosed information of the other Party, and shall take proper security measures. Neither Party shall disclose the confidential information of the other Party to any third Party or for any purpose other than the cooperation without the written approval of the other Party. In case any Party breaches this confidentiality article, the default Party shall bear corresponding legal liabilities and compensate the losses of the other Party incurred thereby.
Date: November 27, 2017

Signature

Saifur Rahman
IEEE PES President-elect 2017

IEEE

445 Hoes Lane
Piscataway, NJ  08854
US
http://www.ieee.org

Date: November 27, 2017

Signature

Yang Jinbai,
Executive Vice President

SGCC

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