

**Joint Operation of OCEANS Conferences by IEEE-OES and MTS**  
**2018-06-25**

**ADDENDUM NO. 2**

Addendum No. 2, dated 24 August 2020 (the “Addendum”) to the Joint Operation of OCEANS Conferences dated 25 June 2018 (the “Agreement”) between The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”), a New York not-for-profit corporation, on behalf of the IEEE Oceanic Engineering Society (“OES”), and the Marine Technology Society, Inc. (“MTS” and together with IEEE, the “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 Addendum 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. All references to “Marine Technology Society” in the Agreement are hereby changed to “Marine Technology Society, Inc.”
2. The Table of Contents on Page 1 of the Agreement is hereby entirely deleted and replaced with the following language:

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3. The Agreement is hereby addended by adding the following Exhibit A, "Reporting Structure for an OCEANS Conference", which is attached hereto and incorporated herein. The Parties agree that this Exhibit A will be used to communicate how the different entities/committees interact in response to each other when organizing an OCEANS Conference. If there is any inconsistency between this Exhibit A and the terms of the Agreement, the terms of the Agreement shall prevail.
4. This Addendum is governed by the Agreement. Except for as set forth in Section 3 above, the terms of this Addendum supersede provisions in the Agreement only to the extent that the terms of this Addendum and the Agreement expressly conflict. However, nothing in this Addendum should be interpreted as invalidating the Agreement, and provisions of the Agreement will continue to govern relations between the Parties insofar as they do not expressly conflict with this Addendum.
5. This Addendum may be executed in counterparts and by facsimile, each of which shall be deemed an original and both of which shall constitute one and the same document.

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

<b>THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED</b>	<b>MARINE TECHNOLOGY SOCIETY, INC.</b>
NAME: <u>Christian de Moustier</u> TITLE: <u>President, Oceanic Engineering Society</u>	NAME: <u>Zdenka Willis</u> TITLE: <u>President</u>

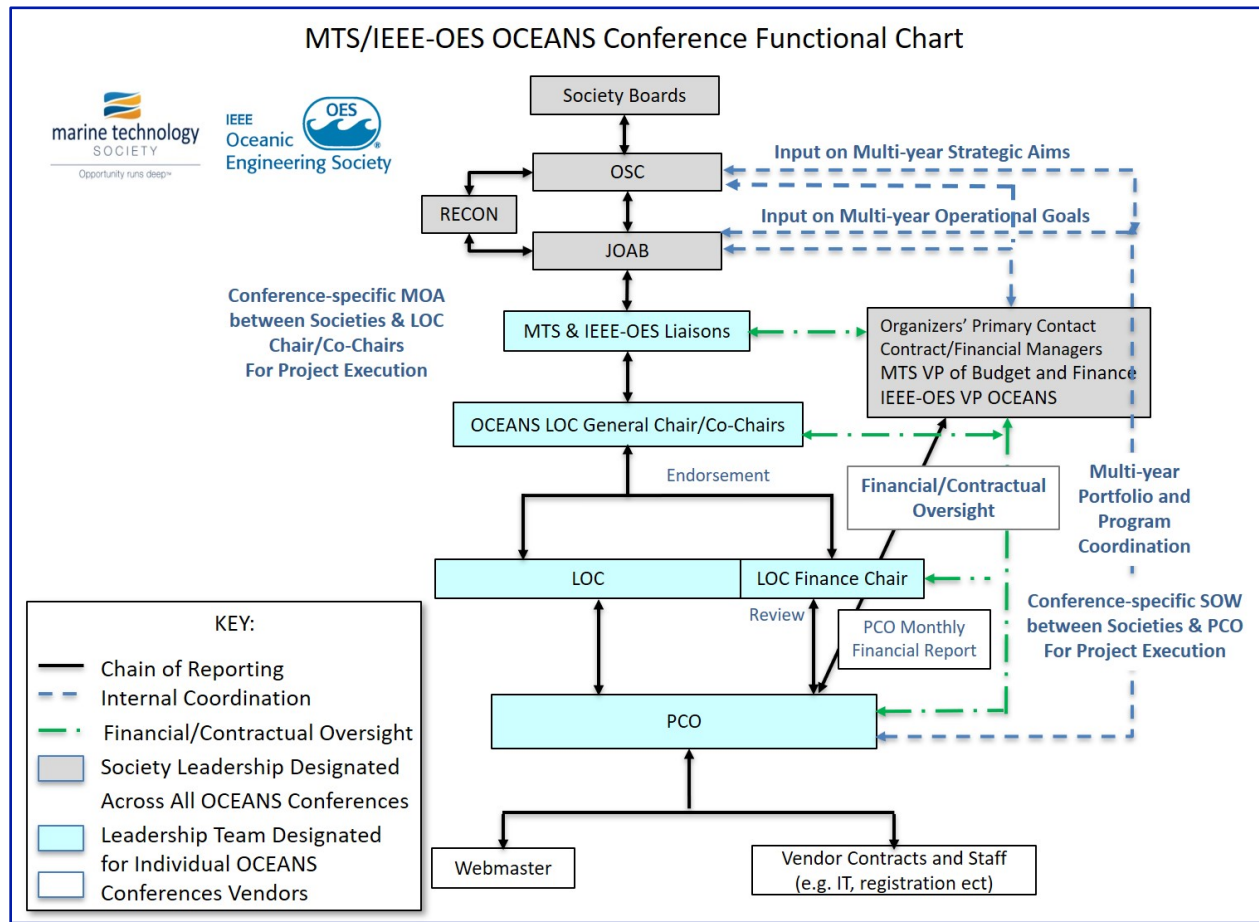
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**EXHIBIT A**

**Reporting Structure for an OCEANS Conference**

Glossary of Acronyms

IEEE	The Institute of Electrical and Electronics Engineers, Incorporated
IEEE-MCE	IEEE Meetings, Conferences & Events Department ( <a href="https://ieeemce.org">https://ieeemce.org</a> )
IEEE-OES	IEEE Oceanic Engineering Society
JOAB	Joint OCEANS Administrative Board
LOC	Local Organizing Committee
MMSA	Master Management Service Agreement
MOA	Memorandum of Agreement
MSSA	Master Sourcing Services Agreement
MTS	Marine Technology Society, Inc.
OCOP	OCEANS Conference Operational Policies
OSC	OCEANS Steering Committee
PCO	Professional Conference Organizer
RECON	Reconnaissance Committee for prospective OCEANS conferences
SOW	Statement of Work



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**Outline of Roles and Responsibilities**

- **MTS Board of Directors and IEEE-OES Administrative Committee (together, Society Boards)**
  - Approve location, venue, hotels, dates, Conference Chair/Co-Chairs; budget and theme
- **MTS President and IEEE-OES Vice President for OCEANS**
  - Oversee formation, operation and closure of OCEANS conference
  - Serve as primary Points of Contact for contractual matters between the Societies and the PCO i.e., MMSA, MSSA and SOWs
    - For MTS this is delegated to the VP of Budget and Finance
  - Upon approval of an OCEANS conference by the Societies
    - Jointly appoint the General Chair/Co-Chairs
    - Appoint one Liaison from each Society
    - Jointly convey OCEANS conference MOA to be co-signed by General Chair/Co-Chairs
- **OSC**
  - Responsible for OCEANS strategy, policy, general oversight, oversight of RECON and JOAB, and approval of the OCOP
  - Review and approve conference bid recommendations made by RECON before conveying them to the Board of each Society for official approval.
  - Respond to JOAB requests for advice and counsel for direction/conflict resolution
- **RECON**
  - Co-Chairs are the primary Points of Contact for conference proposals and evaluation prior to recommendation to OSC and the Society Boards
  - Attract and solicit bids for future OCEANS conferences in accordance with the strategic direction defined by OSC
  - Conduct site visits and meet with the prospective LOCs to help them prepare a viable bid package in conjunction with the PCO under contract with the Societies (North America) or prospective PCO (non-North America conferences)
  - Provide coordination among prospective LOCs to exchange information and best practices.
  - Once a given OCEANS conference is approved by the Societies, transfer all responsibilities to JOAB, including pending agreements and contractual documents
- **JOAB**
  - Co-Chairs are the primary Points of Contact for all approved OCEANS conferences
  - The Co-Chairs will work with the OES VP of OCEANS and the MTS VP of Finance and Budget and IEEE-MCE to negotiate contracts.
  - Oversee, coordinate and guide the activities of Liaisons and LOC General Chair/Co-Chairs for all approved OCEANS conferences in accordance with the MOA, which delineates what is expected of the LOC, and the SOW, which defines the role of the PCO in relation to conducting an OCEANS Conference
  - Adjudicate LOC issues (finance, scheduling, conflict with vendors, PCO, etc.) that Liaisons cannot resolve and report resolution to OSC
    - At JOAB's discretion unresolved issues may be referred to OSC for advice and counsel

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- **MTS and IEEE-OES Liaisons**
  - Each Society appoints one of its members as Liaison for each OCEANS conference
  - Collect and report status, concerns and needs from the LOC to JOAB.
  - Attend LOC meetings, either by teleconference or in person
  - Adjudicate LOC issues (finance, scheduling, conflict with vendors, PCO, etc.) and report resolution to JOAB.
    - At the Liaisons' discretion, unresolved issues may be referred to JOAB for advice and counsel
  
- **MTS/IEEE-OES Organizations' Primary Contact; Contract/Financial Managers**
  - For IEEE-OES this position is the VP OCEANS; For MTS this is the VP of Finance and Budget
  - Oversee all financial matters of the OCEANS conference
  - Interact regularly with the LOC Finance Chair (also identified as the Conference Treasurer) and the LOC General Chair/Co-Chairs
  - Interact regularly with JOAB Co-Chairs, MTS & IEEE-OES Liaisons, and PCO to provide finance data for reporting and address special financial issues that arise
  
- **LOC**
  - Responsible for planning, organizing and conducting the OCEANS conference in accordance with the MOA co-signed by the Chair/Co-Chairs and the Societies
  - Negotiate and write, together with the PCO lead, under guidance from JOAB and with help from the OES VP OCEANS and the MTS VP of Budget and Finance, a PCO SOW that defines the deliverables and the financial compensation for work to be done by the PCO in support of the conference.
    - The SOW is a binding contract between the PCO and the Societies that must be reviewed and approved by the IEEE Legal & Compliance Department before it is signed by the Societies and the PCO
  - Negotiate and write, together with the PCO lead, under guidance from JOAB and with help from the OES VP OCEANS and the MTS of Budget and Finance, amendments to the SOW as needed.
    - Amendments are binding contractual terms to be reviewed and approved by the IEEE Legal & Compliance Department before they are signed by the Societies and the PCO.
  - LOC General Chair/Co-Chairs report to JOAB through the Liaisons
  - LOC Finance Chair reports to the LOC General Chair/Co-Chairs
  - LOC General Chair/Co-Chairs review PCO reports and forward them to the JOAB via the Liaisons.
  - LOC General Chair/Co-Chairs oversee the results of the PCO's work relative to the SOW, not the PCO's day-to-day activities and method of work.
  
- **PCO**
  - Is hired by the Societies as an independent contractor
  - Support the LOC on a daily basis providing event management and development services according to the contracted SOW
  - Designate a representative to attend all meetings of the LOC, either by teleconference or in-person
  - Submit monthly sales and financial reports to the LOC Financial Chair, the LOC General Chair/Co-Chairs and MTS/IEEE-OES Financial Managers according to the SOW
  - Oversee Webmaster, Vendor Staff and Vendor Contracts