

INTERCOMPANY COOPERATION AGREEMENT

This Agreement is made on January 19, 2017 (the "Effective Date") by and between IEEE Worldwide Limited ("IEEE-WW"), a New York nonprofit corporation, and IEEE Tunisia Section ("Licensee").

RECITALS:

WHEREAS, the purpose of IEEE-WW is to enhance the quality of life for the general public throughout the world by: engaging in research, development and innovation in the fields of engineering and technology; and providing the general public with education, consultancy, training, and related services in the fields of engineering and technology through charitable, educational and scientific activities, including live seminars and conferences;

WHEREAS, IEEE-WW is committed to the advancement of the theory and practice of electrical, electronics, communications and computer engineering, as well as computer science, the allied branches of engineering and the related arts and sciences and technologies and their application;

WHEREAS, Licensee is a local organization committed to the same educational and scientific purposes as IEEE-WW, and wishes to cooperate with IEEE-WW to fulfill those purposes;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TRADEMARKS

IEEE-WW, as a licensee of the Institute of Electrical and Electronics Engineers, Incorporated ("IEEE") hereby grants Licensee a limited, revocable, non-exclusive license to use the IEEE word mark and logo ("Licensed Marks") in Tunisia, exclusively to advance the parties' mutual educational and scientific purposes. All materials incorporating the Licensed Marks must adhere to the guidelines established in the IEEE Visual Identity Guidelines, which are available for review and download at http://www.ieee.org/go/visual_guidelines. Additionally, all IEEE Web properties must comply with the IEEE Web Style Guide which is online at http://www.ieee.org/go/web_guidelines.

2. COMPLIANCE WITH IEEE POLICIES

Licensee agrees that it will comply at all times with IEEE's Constitution, Policies, Region 8 Operating Manual, Member and Geographic Activities Operating Manual, and all other applicable operating manuals, guidelines, and other governing documents, as they may be adopted or amended from time to time and which are hereby incorporated into this Agreement.

3. NOTICE OF LAWSUIT OR DISSOLUTION

Licensee shall give prompt written notice to IEEE-WW if any third party brings or threatens any lawsuit or other claim regarding the subject matter of this Agreement. Licensee shall also give prompt notice to IEEE-WW if Licensee is subject to or anticipates any of the following events or their equivalents: dissolution, inability to continue as a going concern, bankruptcy, assignment for the benefit of creditors, insolvency, or receivership.

4. EVENTS UPON DISSOLUTION

Upon its dissolution, Licensee's assets shall be distributed to an IEEE-affiliated entity in Tunisia serving a substantially similar purpose. If no such subsection exists, Licensee's assets shall be distributed to an organization in Tunisia that serves one or more of the educational or scientific purposes for which Licensee is organized. Any assets not so disposed shall be distributed to or disposed of by the national, state, or local government where Licensee is located, for a public purpose.

5. TERMINATION

This agreement may be terminated by IEEE-WW for cause upon Licensee's material breach of any of its obligations under this agreement, provided that IEEE-WW notifies Licensee of the breach and Licensee does not cure the breach within thirty (30) days of receipt of such notice.

IN WITNESS WHEREOF, the parties hereto have signed this Intercompany Cooperation Agreement effective as of the Effective Date.

IEEE Worldwide Limited

By: *[Signature]*

Title: Director

Date: January 24, 2017

IEEE Tunisia Section

By: *[Signature]*

Title: Section Chair

Date: 19 January 2017

[Signature]

