

## IEEE UK&RI Section Report March 2013

### 1. Highlights from the past

- The 50<sup>th</sup> Anniversary of UK&RI Section was celebrated with major Keynotes at Greenwich in London, the Royal Society of Edinburgh and the Air Traffic Control Centre at Shannon, to reach out to all our members. The celebrations were attended and appreciated by the many members who attended.
- The Research to Industry (R2i) event to link productive research to potential exploiters and start-up funding
- The Nano Technology in Electronics Workshop held in September 2012, addressed by leading expert innovators in the field
- The Electro-Magnetic Compatibility Workshop in December 2012, addressed by specialists who delivered in lay terms the value of EMC and the standards in use.
- The ongoing programme of Professional advice to our member innovators on safeguarding Intellectual Property, getting the best out of lawyers, and how best to prepare to seek venture funding
- The 260+ events run by our Technical Chapters and Affinity Groups to cater for the many specialist interests of our members.

### 2. Future activities

- Ongoing Professional advice by Practitioners: Philip Nisbett – IBM lawyer, and Tom Rowbotham, Venture Capital partner. Cloud Computing by John Cheshire – IBM manager.
- Milestone ceremonies: Possible (i) Erbium Doped Fibre Amplifier and (ii) Communication through Optical Fibre.

### 3. Best practices

- Industry Practitioner advice sessions to GOLD, IEEE innovators
- Research to Industry – Platform to provide opportunity for IEEE researchers to move their projects to exploitation.
- Industry engagement and feedback SWOT.
- OutReach to young people - Foster interest in Science and Engineering.
- Focus on 'Serving the members'.

### 4. Points of concern / Topics for future discussion

- Co-sponsorship rules generated by IEEE staff have caused problems and been resolved by discussion with relevant staff:

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#### **GENERAL TERMS AND CONDITIONS:**

- **Compliance with Laws:** The Sponsoring Party shall ensure that the Conference is conducted in accordance with all applicable United States (U.S.) and non-U.S. laws, taxes and other registrations and obtain all required permits.
- **Governing Law:** This MOU shall be governed, construed, applied and enforced in accordance with the laws of the State of New York without regard to conflict of laws.
- **Dispute Resolution:** All disputes arising under this MOU or relating to IEEE's publication of the works shall be governed by New York law and heard by a court of competent jurisdiction in New York, New York. The Sponsoring Party consents to jurisdiction in New York, New York for that purpose.

Deleted

Discussed with Kevin Uherek (IEEE Compliance Officer) and with legal advice: Above clauses deleted from all MoUs applied to UK&RI Technical co-sponsorships.

#### **INDEMNIFICATION**

Dear Kevin,

Reading through the detail of the online version of the MoUs, I am seriously concerned about the clause:

- **"INDEMNIFICATION :** Each Party shall indemnify, defend and hold harmless the other 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 indemnifying Party, its agents and employees arising out of this technical co-sponsorship or the conduct of the Conference. Each Party shall provide prompt written notification to the other Party in the event an indemnified claim arises. The indemnified Party shall reasonably co-operate with the indemnifying Party at the indemnifying Party's expense."
- My concern is that each person signing the MoU becomes personally liable to this indemnification. We must not expose our volunteers, who give considerable personal time to organising events for IEEE, to have to pay up or sell their homes if this clause is ever invoked. Please either delete this clause or give unequivocal written assurance that all volunteers are protected by IEEE from ever having to take personal liability. The UK&RI officers cannot sign this version of the MoU without that assurance.

Kind Regards

Nihal

**Received written assurance that all official volunteers are protected by IEEE:**

Nihal,

In the case with this conference the legal signature:

IEEE International, LLC

Digital Information Research Foundation

British Computer Society

- ..... the paragraph states: "by and between **Unit(s)**: United Kingdom & Republic of Ireland AND Digital Information Research Foundation Co-Sponsor", (collectively known as the Kevin

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International, LLC ("IEEE"), **acting through its Organizational** Section CE Chapter ("Technical Co-Sponsoring Party"), Financial Sponsoring Party"), British Computer Society ("Technical Sponsoring Parties") "

- So, UK&RI Chapter Chairs can now proceed with accepting the wording of the MoUs. However, the online MoUs are not preceded by visible dialogue showing that due diligence was carried out in arriving at the agreement to Technically co-sponsor**

**PROPOSED IMPOSITION OF FEE OF USD 500 PER EVENT ON MAIN SPONSOR**

We see a major problem and consequence if this policy is implemented at all. The whole spirit of volunteers is that we work within a community of peers not all of whom are members of IEEE. We embrace the whole engineering community in our events. Sponsors are run by other institutes with whom we arrange discounts for IEEE members. This results in technical co-sponsorship, with benefit to our members, not to the other institute. Making any charge with the as display of arrogance, will be destructive and counter-productive.

Note that there are many papers that end up onto Xplore that come from such co-sponsored conferences. If IEEE demands a fee, this support up. IEEE makes money by selling papers from Xplore. The business model must be that the revenue generated from such sales must be used for Xplore management including any quality checks. Remember that the unpaid volunteer who does far more to arrange technical events and generate papers than any effort from

If the IEEE staff pension fund is under hitting our ability to deliver technical events to the engineering community is NOT the way to get each funds. Currently there is austerity in most nations globally. That austerity must also be applied to E HQ. The solution is to cut costs not increase them. If necessary, IEEE should reduce its HQ staff.

Suspended

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**FINANCES**

**Proposed sequestration of reserves**

IEEE Sections' and independent chapters' reserves will be taxed by between 1.5% and 7%. We challenged the intention to The allocations to Sections come from member subscriptions and comprise a very small proportion received by IEEE. This is the members' money. In UK&RI we intend to apply it to Serve the Members required to submit separate L50 returns to IEEE HQ and will not Meanwhile independently be affect action related to Sect

Proposal still active

**VAT Consequences and Obligations**

IEEE registered for VAT in all EU countries (without consulting the local Sections).

Consequently: Direct Financial sponsorship or Financial co-sponsorship incurs obligations to charge, record and report VAT on fees paid and received for events in all EU countries.

**Solutions:**

Co-sponsor with either (i) a VAT registered entity who will do all the VAT accounting or (ii) a VAT exempt entity who will provide the VAT exemption certificate (iii) Make no charge, or charge only for refreshments

All IEEE events exceeding USD100k turnover, have to be formally audited.

(There is a quarterly VAT Return required from all VAT registered entities including IEEE. Presumably IEEE HQ is submitting the quarterly VAT return in every EU country! Jobs for the HQ staff or a daft decision to register for VAT?)

Following the VAT presentation at UK&RI ExCom, Lucy Jones said that IEEE wanted UK&RI (Section and Chapters) to start VAT accounting. We refused – this would kill the enthusiasm of our volunteer Chapter and team leaders. We proposed that IEEE set up a staffed office over here to manage its VAT obligations

**5. Miscellaneous**

- Awards
  - Charles Turner for dedicated activity in UK&RI and continuing to operate the UK&RIU eNewsletter
  - Roland Saam for his long term chairing of UK&RI Nominations, and ongoing chairing of Life Members Group
- Distinguished Lecturers programmes: Many arranged by the many UK&RI Chapters.
- New Geographic Units: ED (Scotland) Chapter, ED & Photonicsd (Dublin) Chapter, Dublin City University Student Branch