Get IEEE™ 802 Program Agreement

This Agreement is made and entered into as of [date] by and between The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”) and the IEEE 802 Local and Metropolitan Area Network Standards Committee (“LMSC”).

This Agreement makes current IEEE 802 individual standards available for no-cost access to the public in Portable Document Format (PDF) files, six months after publication date of the standards. Current IEEE 802 standards are defined as standards that have been approved by the IEEE Standards Board; are not withdrawn or superseded.

1. Services
IEEE agrees to provide the following services:

   a) Unlimited, online, public access to PDF files of individual IEEE 802 standards six months after publication date, residing on an IEEE approved server, and at no cost to end-users, based on the following criteria:

   • Only the current version of the IEEE 802 standards will be made available.
   • Draft IEEE 802 standards are not included in this program.
   • IEEE 802 standard Editions are not included in this program.
   • The IEEE 802 standards will remain available until replaced in the Get IEEE 802 Program by a superseding standard or are become inactive.
   • Inactive or historical standards will not be made available as a Get IEEE 802 standard, but will be made available for purchase.

   • Get IEEE 802 Program standards are not in the “Public Domain,” and the IEEE is, and shall remain, the sole copyright holder of all IEEE 802 standards.

The website will require acceptance of the terms of use before access to a Get IEEE 802 standard PDF file is permitted.
c) The website will capture user demographics jointly agreed upon by IEEE and the Sponsor.

d) IEEE-SA will maintain a digital presence for the IEEE Get 802 Program on an IEEE website to act as a portal to the no-cost distribution to users of each Get IEEE standard PDF file. The website will state the purpose of the Get IEEE Program, list the Get IEEE 802 standards, and contain links to the working group homepage and/or to the LMSC homepage (http://www.ieee802.org/).

e) Reports will be provided at each IEEE 802 LMSC Plenary session. The reports will include the user types and frequency of downloads for each PDF.

2. Payment

2.4 A component of the program is entity and individual sponsorships to supplement the IEEE 802 LMSC contribution. The current annual sponsorship schedule is noted below:

- $50,000USD Platinum Sponsor
- $25,000USD Gold Sponsor
- $10,000USD Silver Sponsor
- $5000USD Bronze Sponsor
- <$5,000USD Contributor

All sponsors and contributors shall be recognized on the program delivery site.
4. COLLABORATIVE ACTIVITIES

IEEE and the IEEE 802 LMSC have the common objective to produce standards of high quality and to ensure broad dissemination and global use of the standards without barriers.

IEEE and IEEE 802 LMSC have a reciprocal interest in activities and initiatives that will foster increase awareness and access to IEEE 802 standards.

5. Miscellaneous

For IEEE:

Managing Director, IEEE Standards Association

Konstantinos Karachalios
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IEEE Standards Association

445 Hoes Lane

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For Sponsor:

IEEE 802 LMSC

Chairperson of the IEEE 802 LMSC

Paul Nikolic

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5.3 This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of New York, without regard to conflict of laws principles. IEEE and Sponsor agree that all actions arising under or in respect of this Agreement or any other document executed in connection herewith shall be litigated in a court of competent jurisdiction in the City and State of New York.

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

5.5 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign this Agreement or its rights or duties hereunder without the prior written consent of the other party, which consent shall not unreasonably be withheld.

5.6 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.
THE INSTITUTE OF ELECTRICAL
AND ELECTRONICS ENGINEERS,
INCORPORATED

By: ____________________________
Name: _________________________
Title: __________________________
Date: __________________________

IEEE 802 LMSC

By: ____________________________
Name: _________________________
Title: __________________________
Date: __________________________