**IEEE International Forum on Research and Technology for Society and Industry (RTSI)**

## OPERATING AGREEMENT

This Operating Agreement (the “Agreement”), is entered into as of 2021-11-07, between IEEE Region 8 and IEEE Italy Section regarding the IEEE International Forum on Research and Technology for Society and Industry (“RTSI,” or the “Conference”).

**Whereas** the Conference was created by IEEE Italy Section and organized by this Section in 2015, 2016, 2017, 2018, 2019, and 2021, and

**Whereas** IEEE Italy Section desires to truly make the Conference more international for the purpose of improving member and non-member awareness of and involvement with activities that advance technology for the benefit of humanity, and

**Whereas** the Region 8 aligns with IEEE Italy Section desire for the Conference, and

**Whereas** the Region 8 and the Italy Section desire:

* to promote and strengthen partnerships and cooperation between Academia and Industry;
* to increase understanding and awareness of how engineering and technology can positively affect quality of life;
* to promote discussion between the research community and government bodies about effective and successful research policies;
* to disseminate recent advancements, discoveries and applications;
* to discuss ideas and promote cooperation between researchers working in different research areas, and

**Whereas** the Region 8 and the Italy Section desire that other Region 8 Sections or Subsections to alternatively host the Conference in the geographic area the host represents, and

**Whereas** the Region 8 and the Italy Section desire the Conference remain sustainable and successful, and

**Whereas** the Region 8 and the Italy Section and the Section host will each be a co-sponsor, advisor, and ambassador to the Conference, and

**Then** the Region 8 and the Italy Section agree to respectfully follow these principles:

1. The Section hosting the Conference (“Hosting Section”) will lead the Conference Organizing Committee and perform the necessary activities for registering the event with IEEE, and ensure that the Memorandum of Understanding (the “MOU”) reflects the financial arrangement stated herein.
2. The Region 8 shall ensure that the management of the Conference is in accordance with IEEE bylaws and policies – especially with IEEE Policies Section 10 Meetings, Conferences, Symposia and Expositions -- and IEEE Conference Organization Manual.
3. The Region 8 agrees that the Conference Organizing Committee shall have a conference Steering Committee (“SC”) chaired by the Italy Section chair and consisting of six members (Italy Section chair, RTSI general chair of the current edition, general chairs of the last 2 editions, R8 representative, and R8 conference coordinator subcommittee chair). The purpose of the SC will be to provide oversight on the Conference for the best outcome aligned to this Agreement.
4. The Region 8 agrees to consider the Conference as Region 8 conference and shall select the Conference location (for 2025 edition and later) within the area they represent, the Conference Honorary Chair, and the Conference General Chair. The Chair of the SC will be involved in the selection committee. The Conference General Chair shall be qualified for the role by:
   1. Having entered into an agreement with the Region 8 and the Italy section to undertake primary responsibility for management of the Conference per this Agreement;
   2. Having qualified as a Conference General Chair by, for example but not limited to: passing the IEEE MCE conference organizer online courses; signing the IEEE conflict of interest form; agreeing to manage the Conference per IEEE rules; meeting any other IEEE requirements;
   3. Agreeing to report to the SC on the Conference activity and status, and to act on direction from the SC; and
   4. Following the Conference Terms of Reference in Appendix A.
5. The Hosting Section may develop cooperation with non-profit or not-for-profit entities for purposes of furthering the goals of the Conference, the interests of IEEE members and the public under the rules of IEEE.
6. The Region 8 and the Italy section agree to publicize the Conference at no cost to the conference, unless agreed to in the budget through, for example but not limited to:

* Advertising through their newsletters, publications and websites
* Referencing the Conference periodically at events
* Publicizing in social media coverage (Facebook, Twitter, LinkedIn, YouTube, etc.).

1. The Region 8 agrees to financially co-sponsor the Conference according to IEEE Guidelines for co-sponsorship, as follows:

|  |  |
| --- | --- |
| a) Region 8 | 30% |
| b) Hosting Section | 70% |

1. The Italy Section agrees to technically co-sponsor the conference (if it is not hosting the conference)
2. The Region 8 agrees to provide seed funding of $5.000 (USD) to support the Conference budget. The seed funding must be returned to the Region 8 within one month after the end of the Conference, revenue permitting.
3. The Hosting Section and the conference committee should coordinate with the Region 8 Conference Coordination subcommittee representative.
4. The Hosting Sections for the following editions are:

|  |  |
| --- | --- |
| a) RTSI 2022 | France Section |
| b) RTSI 2023 | UK&I Section |
| c) RTSI 2024 | Italy Section |

1. The Region 8 agrees to give priority to the Italy Section after hosting at least 2 conference editions by other Sections.
2. The Hosting Section may enter into a separate financial co-sponsorship with other IEEE Organizational Units that is operating the Conference in their area.
3. Any Conference deficit shall be shared by the Financial Sponsors in the sponsorship ratio.
4. The net Conference surplus, after the return of the seed funding, shall be shared by the Financial Sponsors in the same ratio as stipulated in the conference MOU. A portion of the projected Conference surplus can be distributed to the Financial Sponsors within six months after the end of the Conference, and the balance at closing of the Conference bank account.
5. The Conference shall develop, prepare and produce Conference proceedings in- accordance with section 7.2 of the IEEE Conference Organization Manual. This includes, but not limited to obtaining IEEE catalogue numbers, collecting copyright forms, pagination, author index.
6. The Conference shall secure appropriate insurance coverage for all aspects of the Conference including trips, tours, liability and theft, and to consider securing optional coverage against potential financial loss. IEEE MCE can secure the IEEE insurance certificate, and the Conference shall ensure all conference activity is covered by the IEEE insurance policy. Any event not covered by the IEEE insurance policy may be purchased, if deemed by the Sponsors and IEEE MCE as necessary, via IEEE MCE.
7. All materials newly developed under this Agreement, including, but not limited to, all post- event products and all event by-products (“Developed Materials”), shall be owned by the IEEE. No Sponsor may transfer or assign any ownership share of the copyright rights in the Developed Materials without the written consent of the IEEE. No Sponsor may transfer or assign any ownership share of the copyright rights in the Developed Materials without the written consent of the IEEE. No Sponsor may transfer or assign the copyright rights of the IEEE in the Developed Materials.
8. The Sponsors agree and acknowledge that IEEE is the exclusive owner of all rights, title and interest throughout the world to any other names titles used such as (“conference name or abbreviations”) or other, including, and without being limited to, all rights in the trademarks, service marks, certification marks, and association marks (“Conference Marks”).
9. This Agreement may not be terminated without cause except by mutual agreement of the Region 8 and the Italy Section or as otherwise determined by the IEEE. Upon termination of this Agreement, a full and general accounting shall be made of the assets, liabilities and transactions of the Conference. All debts and other amounts due relating to the Conference shall be collected. The proceeds shall thereupon be applied as follows: to discharge the Conference debts and liabilities; to repay the Sponsors for unpaid amounts of funds advanced; and, to divide the surplus, if any, according to the MOU.
10. Schedules and Appendices that follow form an integral part of this Agreement:
    1. Appendix A – RTSI Organizing Committee Terms of Reference
11. Counterpart Signatures. This Agreement (and any amendments) may be signed in counterparts including print copy, facsimile, PDF, or other electronic copies, each of which when taken together, will constitute one instrument.
12. This Agreement shall be filed with IEEE MCE, Region 8, and Italy section’s file repositories for record.

Agreement Signatures

Signature:

Name: Antonio Luque

Title: IEEE Director, Region 8

Date: 2021-11-07

Signature:

Name: Sergio Rapuano

Title: IEEE Italy Section

Date: 2021-11-07

**Appendix A – RTSI Organising Committee Terms of Reference**

The Terms of Reference (ToR) for the IEEE International Forum on Research and Technology for Society and Industry (RTSI) applies to each of the *RTSI next editions*. This document shall be an addendum to each conference’s MOU, capturing the RTSI evolution while providing a minimum level of consistency and common purpose.

# Scope

The RTSI is an annual meeting of researchers and industry professionals in the field of electrical, electronic, and information science and engineering. Specifically, the main purposes of the event are:

* + - to promote and strengthen partnerships and cooperation between Academia and Industry;
    - to increase understanding and awareness of how engineering and technology can positively affect quality of life;
    - to promote discussion between the research community and government bodies about effective and successful research policies;
    - to disseminate recent advancements, discoveries and applications;
    - to discuss ideas and promote cooperation between researchers working in different research areas.

# Purpose of RTSI

The purpose of the RTSI is three-fold:

* 1. To provide a mechanism for exchange of information and knowledge for individuals in technology domains on matters related to contemporary society and industry topics ranging from mobility, industry 4.0 issues, energy, power quality, electronics, controls, manufacturing, communications and computational intelligence.
  2. To encourage Entrepreneurships
  3. To mobilize volunteers so they engage with communities-in-need to jointly adapt, create, or improve solutions desired by the community

# Objectives of RTSI

1. To uphold IEEE’s Mission statement: “to foster technological innovation and excellence for the benefit of humanity.”
2. To assist IEEE achieve its mission by making RTSI a truly international mechanism that becomes valuable to the global technical community and to technical professionals -- academic, government, industry, NGO -- everywhere and becomes a destination of choice for those interested in, but not limited to:
   1. Smart Energy
   2. Smart Industry
   3. Smart Communities
   4. Entrepreneurships
3. To be recognized for the quality of its keynote speakers, distinguished lecturers, researchers, and volunteers in the Research and Technology for Society and Industry.
4. To grow the number of IEEE members and prospective members, especially from industry.
5. To involve more IEEE societies and special interest groups (IEEE Entrepreneurship, etc.) and in growing knowledge and activities.
6. To be financially sustainable by being.
7. To be connected to local communities.
8. To be home to IEEE’s *forum for academy-industry networking*
9. To appeal and serve:
   1. MGA OUs, interested in *industry relations* activities
   2. IEEE members at large
   3. The general public
   4. NGOs, agencies and para-governmental institutions

# Functional Structure of RTSI

The RTSI Committee will consist of the following:

* Steering Committee (SC)
* Conference Organising Committee (OC)

The RTSI **Steering Committee (SC)** is a standing committee formed to guide and ensure the sustainability of RTSI. The SC ensures the RTSI Terms of Reference and Operating Agreement are upheld by overseeing the appointment of the RTSI General Chairs and receiving status updates from the RTSI OC in order to guide their direction and activities.

The SC shall consist of one chair and six members:

* Italy Section chair (SC chair)
* Region 8 representative
* R8 Conference Coordination subcommittee chair
* RTSI current general chair
* RTSI upcoming general chair
* RTSI previous general chair
* RTSI previous general chair

The SC shall formally meet at least four (4) times a year to review the activities of OC and uphold the SC’s mandate.

The RTSI Conference **Organising Committee (OC)** is an adhoc committee formed specifically for delivering each RTSI event. Its term begins at least eighteen (18) months (if possible 24 months), prior to the event dates is to be held, and expires once the event financials are closed, typically no later than 6-months after the event’s last day.

The General Chair of the OC is appointed by the Region 8 committee, following recommendations from the Region 8 conference coordination subcommittee and the RTSI Steering Committee. The General Chair shall follow the strategic objectives and priorities of the SC. The General Chair is mandated to propose the committee membership for approval by the Steering Committee. The membership shall consist of (a) volunteers, (b) members of IEEE or (c) prospective members of IEEE largely representative of the Region 8. However, the following roles shall be filled by IEEE members in good standing:

* General chair
* General co-chairs
* Finance chair
* Local Organising Committee chair
* Technical Program chair
* Honorary chair
* Publications chair
* Other vital committee roles include:
  + industry relations,
  + patronage and exhibition,
  + entrepreneurship,
  + publicity and marketing

The general chair and honorary chair shall have a good reputation and have good contacts that would support the event’s success. The Honorary chair shall embody the stated purpose of the RTSI and shall strengthen the event’s outcomes.

It is expected that the OC meet formally at least every quarter when there is more than one year before their event start. The OC shall meet more frequently as the date of the conference approaches; it is probable that weekly meetings may be required in the last six months prior to the start of the conference.

# Program of RTSI

RTSI includes keynotes, panels, technical sessions, tutorials, special events and exhibitions.

The OC shall work with the Region 8 subcommittees and MGA groups to improve the conference program and to increase attendance. For example: (a) Entrepreneurship, (b) Industry relations, (c) Young Professionals, (d) WiE, (e) Student Activities, etc.

Competition leading to the conference is a good way to create interest in the months before RTSI. For example: a student paper competition, a student design competition, hack-a-thon/DIY/Maker events, etc.

The opening session includes a welcoming speech by the Region 8 director, the SC chair, the General chair, and the technical program chair.

# Resources and Budget

RTSI shall be budgeted to have a 20% surplus per event. However, since this is an outreach event, the fundamental principles are that: the final budget shall have expenses at worse equal to revenue to ensure the sustainability of this event; the IEEE Financial Operations Manual rules on allowable and reasonable expenses shall be followed. Budget principles shall also include the following:

1. Steering Committee expenses are to be covered by any other budget than that of RTSI unless the respective RTSI forecast budget is sufficient to cover such reasonable expenses, and the Steering Committee approves.
2. Conference Organising Committee expenses shall follow the budget as approved by the Steering Committee and the financial sponsors per the principles provided herein.
3. Speakers often required coverage for travel, lodging and conference registration; but are needed to draw non-paper-publishing attendance to conference
4. Finding patrons that may pay for a booth/table during the conference is challenging from the start of the planning, and this becomes harder if the program (value proposition) is not defined well in advance of the conference date for the patrons to evaluate the benefit from their investment.

# Deliverables

In addition to the conference proceedings, every OC must deliver the applications, reports and the final wrap-up report to the SC per the RTSI Milestone chart.

Deliverable to the Region 8

1. Build awareness about opportunities to put to practice IEEE’s Mission statement: “to foster technological innovation and excellence for the benefit of humanity”.
2. Share the experience, knowledge, and achievements on topics in-scope of the RTSI
3. Build rapport and awareness of IEEE’s capabilities in RTSI-domains with: governmental agencies, para-governmental institutions, non-governmental organizations, IEEE Societies and Industry/Private sector.
4. Statistics about participants
   * Participation type (organizer, author, invited speaker, attendee)
   * Gender (male, female, NA)
   * Country
   * Employment type (Industry, Academia, Governmental)
   * IEEE membership grade (grade (H, F, SM, M, GSM, AM, and StM)

# Relationship with third parties

To help the OC engage with third parties and also to adopt a common approach between instances of the RTSI, here are some notes to be considered when contacting an entity that belongs to one of these categories:

1. Governmental institutions (ministries of energy, health, agriculture, etc.): when the RTSI OC engages with governmental institutions, it shall make sure it gets guidance from the IEEE HQ on sensitive topics and boundaries limiting IEEE members. Also, a neutral position on political issues shall be adopted.
2. Para-governmental institutions (educational institutions, hospitals, etc.): these institutions may be private or publicly funded to different degrees. The institutions’ accreditations, affiliations and reputation shall be examined when engaging with them.
3. Non-Governmental Organizations (Red Crescent and Red Cross, Doctors without Borders, etc.). Some NGOs may have strained relationships with local government or institutions; care shall be taken when engaging with them and their accreditations, affiliations and reputation shall be examined.
4. Not-for-profit organizations (Linux Foundation, Open Street Map, etc): not for profits have a special fiscal status in the region of their operations, alignment with IEEE’s vision and guidelines shall be considered.
5. IEEE Societies (Robotics and Automation Society (RAS), Power and Energy Society (PES), Antennas and Propagation Society (APS), etc.): these IEEE OUs have a technical domain of expertise that shall be considered. When engaging with them for technical sponsorship, opportunities to leverage the society’s expertise on a technical domain shall be explored.
6. Industry and Private sector (Transportation, Consultants, Manufacturers, etc): when engaging for- profit organizations to become RTSI patrons, there shall be a clear value proposition from the RTSI. It is important to keep this value proposition to reasonable and realizable limits.
7. Professional associations (ASME, PMI, etc): the cross-domain nature of the RTSI provides an excellent opportunity to collaborate with other professional organizations whith a membership that may also be interested in participating. This shall be explored.
8. Faith based organizations (Aga Khan Foundation, Catholic Relief Service, etc): the IEEE is a volunteer organization dealing with all members and 3rd parties regardless of nationality, gender, age, religion, ethnic background, or other personal characteristics not related to ability, performance, or qualifications. To this effect, a neutral approach shall be adopted if dealing with faith-based organizations.

# Term

This Terms of Reference shall be applicable in perpetuity until terminated by the Region 8. These Terms of Reference shall be reviewed regularly at least every three-years by the RTSI SC.

---///--- further consideration for this document --- ///----