

**DELEGATION OF AUTHORITY FOR
EXPENDITURE OF FUNDS FROM
THE IEEE FOUNDATION TO IEEE**

The Delegation of Authority for Expenditure of Funds Agreement (the “Agreement”) is made and entered into effect as of August 29, 2023. The IEEE Foundation, Incorporated (the “IEEE Foundation”), a public charity incorporated under the New York Not-For-Profit Corporation law described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, (the “Code”) hereby delegates to The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”), a public charity incorporated under the New York Not-For-Profit Corporation law described in Section 501(c)(3) of the Code, on behalf of IEEE’s Region 4 (Region 4), authority to exercise expenditures for the IEEE Foundation’s *IEEE Region 4 Science Kits for Public Libraries (SKPL) Fund* (the “Fund”) consistent with the requirements and restrictions set forth below. Region 4 agrees to exercise the delegated expenditure authority according to these requirements and restrictions. The requirements and restrictions are intended to assure that the IEEE Foundation meets its legal duties and obligations with respect to the expenditure of the Fund.

1. Purposes for which the Fund may be Expended

The Fund may be expended to support IEEE Region 4’s Science Kits for Public Libraries (SKPL) program (the “Program”), which is described in Schedule A hereto. The Program is consistent with the agenda item approved by the IEEE Foundation during its June 2017 meeting and subsequently updated during its 15 September 2023 meeting. This Program has been determined by the IEEE Foundation to further the scientific and educational purposes of IEEE.

2. Annual Amount Available for Expenditure and Other Expenditure Limits

The Fund may be expended until depleted. One (1) year to eighteen (18) months before the Fund will be depleted, the IEEE Foundation will work with Region 4 to determine whether Region 4 will (i) secure additional donations for the Fund from itself or external donor(s), (ii) support the Program directly from its operating budget and close the Fund, or (iii) terminate the Program supported and close the Fund.

By 31 January of each year, the IEEE Foundation will inform Region 4 of the amount determined by the IEEE Foundation to be available from the Fund for expenditure and/or commitment that year (the “Annual Amount”). Eligible expenditures and commitments for the Fund are listed in Schedule B hereto.

Region 4 is authorized to solicit and select recipients for the Program consistent with the Annual Amount and this Agreement. IEEE Policies Section 12.11 Economic Sanctions and Embargoes Policy, expresses IEEE’s commitment to adherence with all Sanctions Laws and regulations which impact various IEEE activities. Consequently, IEEE may not be able to provide certain services to certain designated individuals, entities or countries.

For the Program named herein supported with philanthropic support to comply with the above referenced policy, IEEE's Legal & Compliance department ("L & C") provides a service that screens individuals and entities against all applicable Sanctions Lists to ensure that there is no potential risk to the organization and that IEEE complies with applicable sanctions laws and regulations.

Region 4 must complete the vetting process leveraging the L & C service before any services are performed, any funding is provided, or goods and products are handed over to the recipient. To request vetting, please go to <https://legal.ieee.org/compliance/ofac/vetting>.

Once the Vetting process has been completed, Region 4 must provide a copy of the clearance provided by the IEEE L & C prior to providing recipients any Program support.

3. Requests to Exceed Expenditure Limits

If Region 4 seeks to exceed expenditure limits set forth in this Agreement, Region 4 must request and receive specific authorization from the IEEE Foundation prior to incurring or committing any additional amounts. Such requests should be made in writing and directed to the Executive Director of the IEEE Foundation. Approval or denial of any such requests will be presented in writing to Region 4. The IEEE Foundation will strive to provide responses to such requests within thirty (30) calendar days of receipt.

4. Payment of Authorized Expenditures

The IEEE Foundation's Policy and Procedures Manual Section 3.3.D "Withdrawal of Money from an IEEE Foundation Held Fund", which is available on the IEEE Foundation's website, shall be applicable to the extent that such procedures are not in conflict with any specific provisions in this Agreement. The IEEE Foundation shall make all reasonable efforts to review and process payment requests to the invoicing entity or to Region 4, as appropriate, within thirty (30) calendar days of receipt by the IEEE Foundation's staff accountant(s). Proof of expenditure approval from the appropriate administrative entity outlined in Schedule A, any relevant invoices and/or financial accounting of the program expenses and a copy of the vetting clearance provided by IEEE L & C should be provided with all payment requests.

Reimbursement: At least once per year, no later than 1 December, Region 4 shall submit a reimbursement request to the IEEE Foundation. The reimbursement request shall be signed by the authorized Program liaison(s) and include a detailed accounting that describes the expenditures and associated amounts incurred by the Program for which reimbursement is being sought.

5. Reporting to the IEEE Foundation

If Region 4 wishes to alter any aspect of the Program (name, purpose, scope or eligible expenses) supported by the Fund, Region 4 shall contact the IEEE Foundation. The IEEE Foundation will work with Region 4 to contact the donor(s) to determine if the donor(s) accepts the proposed changes. If the donor(s) agrees, a written update shall be submitted to the IEEE Foundation Board informing them of the change to the Fund and an amendment to the

Agreement shall be prepared in the form of Exhibit A hereto. Region 4 will be responsible for informing all parties within IEEE of the amendment.

By 31 March of each year, Region 4 will prepare and present a written annual report to the IEEE Foundation. The annual report will detail the expenditures that Region 4 authorized during the previous year and provide a status update on the Region 4's Program related activities. Region 4 is also invited to identify issues and propose changes to the Agreement and/or the limitations placed upon expenditure of funds by the IEEE Foundation.

6. Limitations on Donor Involvement

To comply with the U.S. Internal Revenue Service regulations, donor participation and involvement in funded programs must be limited. Region 4 shall follow and incorporate into program administration criteria the IEEE Foundation's Policy and Procedures Manual Section 5.2 "Limitation of Donor Role in IEEE Foundation Supported Programs" which is available on the IEEE Foundation's website.

7. Other Obligations

Region 4 shall comply with the IEEE Foundation's Nondiscrimination Policy, which prohibits discrimination, harassment and bullying against any person because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status or any other characteristic protected by law. The IEEE Foundation's Nondiscrimination Policy may be found in Section 1.8 of the Policy and Procedures Manual, which is available on the IEEE Foundation's website.

Region 4 shall comply with all Applicable Laws and regulations that apply to its obligations and duties under this Agreement, including, but not limited to, local laws and tax obligations in the state or country where the Fund will be used or the Program implemented. Unless legally required, the IEEE Foundation shall not provide any information or advice regarding local tax or other fiscal laws to Region 4. "Applicable Law" means all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of courts or any governmental authorities and all orders and decrees of all courts and arbitrators.

8. Soliciting Charitable Donations

The IEEE Foundation is available to partner with the Region 4 to ensure a streamlined, efficient and comprehensive approach to development activities. In the event donations will be solicited for the Fund, the Region 4 shall coordinate its organized efforts, such as large-scale events, receptions webinars, etc., with the IEEE Development Office at least sixty (60) calendar days in advance of any planned fundraising activities. The Region 4 may contact Development Office staff directly and/or send a notification to the IEEE Development Office by e-mail to donate@ieee.org. The notification should explain the scope of the fundraising activity being proposed, including (i) a tentative calendar including expected dates for the solicitation efforts, (ii) the names of the prospective donors to be approached, and (iii) promotional materials (appeal letters, brochures, pull-up screens, grant proposals, etc.) to be used. The IEEE

Development Office will provide feedback as quickly as possible but no later than four (4) weeks from receiving the notification. Region 4 may not proceed with the solicitation efforts without receiving approval from the IEEE Development Office. In the event that an opportunity arises in a timeframe precluding a full sixty (60) days' notice, Region 4 should reach out directly to Development staff to inquire as to the possibility of a waiver.

To ensure multiple solicitation efforts performed across IEEE are well-coordinated and comply with law and regulations applicable to the IEEE Foundation and IEEE, the IEEE Development Office shall review all notifications and reserves the right to (i) modify timing of solicitations, (ii) remove prospective donors to be approached, (iii) edit content (text, images, formatting) of promotional materials, and (iv) take all other actions deemed necessary in order to comply with the IEEE Foundation's policies and procedures and applicable laws and regulations.

In its solicitations and promotional materials for the Fund, Region 4 shall refer to the Fund as the "*IEEE Region 4 Science Kits for Public Libraries (SKPL) Fund* of the IEEE Foundation" and include the required disclosures provided in Schedule C hereto. Only the Program approved in accordance with this Agreement shall be used as examples of what the Fund supports. Gift agreements shall be created as prescribed in the IEEE Foundation's governing documents. In addition, Region 4 shall comply with all donor-imposed restrictions.

9. Intellectual Property

Funding provided by the IEEE Foundation may result in the creation of intellectual property ("IP") by Region 4. Region 4 and the IEEE Foundation agree to work together to protect and distribute the IP in order to achieve the goals of the Program and for the benefit of humanity. Region 4 shall disclose to the IEEE Foundation any IP that is developed during the Program and provide any additional reports or information that may be requested by the IEEE Foundation. Region 4 shall own all rights in any IP created during the Program. Region 4 will take all reasonable steps to protect the IP and will coordinate with the IEEE Foundation to ensure the IP is not abused or infringed upon by any third parties. All costs, fees and expenses involved in obtaining and maintaining legal protection of IP shall be borne by Region 4. Region 4 agrees to grant a non-exclusive, worldwide, perpetual, irrevocable and royalty-free license to the IEEE Foundation to continue to use, reproduce and distribute the IP in any medium, whether now known or hereinafter created.

Region 4 agrees to periodically provide photographs, images, reports and other materials pertaining to the Program (the "Materials") to the IEEE Foundation. The IEEE Foundation may use the Materials for all legal purposes, including, but not limited to, (i) promote the Fund, the Program and the IEEE Foundation, (ii) educate the public on the IEEE Foundation's activities and goals, and/or (iii) comply with regulatory or legal requirements. Region 4 understands and agrees that it shall obtain a signed release (the "Release") from all individuals or entities participating in the Program and whose name, voice, photograph and/or likeness, caricature and/or personal information is included in the Materials. Upon a request from the IEEE Foundation, Region 4 will provide the signed release to the IEEE Foundation.

Region 4 acknowledges and agrees that the IEEE Foundation shall have no liability and that Region 4 will indemnify and hold the IEEE Foundation harmless against any and all damages, liabilities, claims, causes of action, reasonable attorneys' fees and costs associated with the Program including, but not limited to, the use, reproduction and distribution of IP and the Materials.

Region 4 agrees to acknowledge the support provided by the IEEE Foundation for the Program and will make the appropriate references in all news releases and publications, as well as in any oral or written statements.

10. Future Use of Fund

In the event that the intended purpose of the Fund is substantially reduced or eliminated, or that the amount of the Fund is insufficient to meaningfully support its intended purpose, the governing board of the IEEE Foundation may, after consultation with Region 4, direct the use of the Fund for a related purpose provided (i) donor(s) consent to such redirected use at the time of the gift or subsequently; or (ii) the Attorney General of the State of New York or a New York court approves the redirected use, if donor(s) consent cannot be obtained. Further, the governing board of the IEEE Foundation reserves the right to modify or remove any restriction or condition regarding distributions from the Fund if, in the governing board's reasonable judgment and with the consent of donor(s) or their designee(s) or successor(s), such restriction or condition becomes impossible, illegal or impracticable to fulfill.

11. Administration

The IEEE Foundation shall be the absolute and sole owner of all assets in the Fund and shall have ultimate authority and control over the Fund, subject to the purposes set forth in this Agreement and donor(s) intent and imposed restrictions.

The Fund shall be administered in accordance with the IEEE Foundation's Certificate of Incorporation, Bylaws, and all other rules, regulations, policies and procedures approved by the IEEE Foundation's governing board, as may be amended from time to time. All of which, at all times, shall be consistent with the IEEE Foundation's scientific and educational purposes and its status as a tax-exempt organization under section 501(c)(3) of the Code.

The IEEE Foundation shall hold, manage, invest and reinvest the assets of the Fund. The Fund's assets shall be accounted for separately in the IEEE Foundation's accounting records. A reasonable investment and administrative fees shall be charged to the Fund.

12. Termination

Either party may terminate this Agreement by giving a thirty (30) calendar days' written notice upon the reasonable determination that the other party has failed to abide by the material terms of this Agreement.

13. Notices

All notices and other communications under this Agreement shall be in writing and delivered by email, personally, sent by reputable, overnight courier service (charges prepaid), or sent by registered or certified mail, postage prepaid, at the following addresses (or to such other

address as a party may have specified by notice given to the other party pursuant to this provision) or otherwise as agreed between the parties. Such notices and other communications shall be deemed given (i) as of the date and time on the email retained by the sender; (ii) at the time delivered by hand, if personally delivered, (iii) one (1) business day after being sent, if sent by reputable, overnight courier service (with written confirmation of receipt), or (iv) at the time received for (or refused) on the return receipt, if sent by registered or certified mail.

If to the IEEE Foundation, to:

IEEE Foundation
445 Hoes Lane
Piscataway, NJ 08854-4141
Attention: Karen A. Galuchie
Telephone: +1 732-562-3860
Email: k.galuchie@ieee.org

If to Region 4, to:

IEEE Region 4
Science Kits for Public Libraries Program
445 Hoes Lane
Piscataway, NJ 08854-4141
Attention: Vickie A Ozburn, IEEE Region 4 Director OR Current IEEE Region 4 Director
Telephone: 1-319-980-8372
Email: vaozburn@ieee.org

14. Rights and Remedies Cumulative; Non-Waiver

The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by the parties of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative, and shall be in addition to any other right or remedy given hereunder or under the other agreements or that may now or hereafter exist at law or in equity or by suit or otherwise. No delay or failure to take action on the part of any of the parties in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

16. Venue

IEEE Foundation and Region 4 hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located within the New York County in the State of New York over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or

any suit, action or proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of an inconvenient forum for the maintenance of such dispute.

17. Extension of Time Waiver

The parties may extend the time for performance of, or waive compliance with, any of the covenants, agreements or conditions of any other party to this Agreement and may waive any breach of such other party.

18. Force Majeure

Neither party shall be responsible for any delay or failure in performance resulting from acts entirely beyond its control.

19. Counterparts

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, and a signature page sent by facsimile or digital copy shall be deemed to be the equivalent of an original.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly signed as of the dates written below.

IEEE FOUNDATION, INCORPORATED

THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED

By: DocuSigned by:
Karen Galuchie
6B6DD2035C97494...

By: DocuSigned by:
Thomas Siegert
D1C151DCA8CA49E...

Name: Karen A. Galuchie
Title: Executive Director

Name: Thomas Siegert
Title: Chief Financial Officer

Date: 8/25/2023

Date: 8/25/2023

**AFFIRMED BY
IEEE Region 4 Executives**

By: DocuSigned by:
Vickie Ozburn
B63B3E9F95E34C0...

Name: Vickie A Ozburn
Title: 2023 Region 4 Director

Date: 8/29/2023

By: DocuSigned by:
Jitendra Solanki
3440A8A30F0640B...

Name: Jitendra J Solanki
Title: 2023 Region 4 Treasurer

Date: 9/14/2023

Schedule A PROGRAM DESCRIPTION

The guidelines for the Program are set forth in the IEEE Foundation Agenda Item and the Region 4 SKPL Operations Manual. Region 4 is expected to follow these guidelines in implementing the Program.

Guidelines currently state:

The goal of the Program is to provide grants to libraries within IEEE Region 4 to support efforts of librarians and educators in the classroom to create programs that advance science, technology, engineering and math (STEM) education by providing turn-key, age-appropriate materials and hands-on activities that can prepare our next generation of innovators and open young minds to consider STEM careers. Grant funds will be used to purchase science kits, support materials, and develop/promote science programs for pre-university students (K-12).

IEEE Region 4 SKPL Committee will be responsible for selecting and awarding grants based on available funds. The IEEE Region 4 Director and Treasurer will have final approval authority for the selected grants. The grant selection committee will use the following guidelines to administer the program:

- Grants are restricted to public libraries located in the territory of IEEE-Region 4. Note that libraries will be eligible for this grant if any portion of the community they serve fall within the territory.
- The Grant will be used to provide seed money for establishing and circulating science kit collections.
- Libraries awarded funding will:
 - Create or purchase science kits each of which consists of equipment, instructions for prepared experiments, and workbooks.
 - Include the science kits in their circulating collection.
 - Add materials (books, DVDs, etc.) to the circulating collection which support the topics featured in the kits.
 - Develop programming for pre-university students (K-12) which promotes the study of science and the use of the science kits.
 - Plan for continuation of the project after grant funding is concluded.
 - Share their experiences with other libraries inquiring about how to create or improve a circulating science kit collection.
 - Identify a certified librarian who will lead the development and implementation of the collection.
- Cooperate with IEEE on publicity and promotion.
- Participating libraries must be willing to label the science kits, acknowledging that funding is provided by IEEE Region 4. A template of the label can be provided along with "Science Kits for Public Libraries" logos, upon request.
- Grants awarded to Libraries should be per the guidelines in the Schedule B.

Additional sub funds may need to be established to manage large donations to the Initiative (normally at least \$30,000 or more) with highly specific restrictions. These additional sub funds

[Schedule A]

will be established using the IEEE Foundation's 'Single Activity Fund' process and will be codified using the IEEE Foundation's DOEA Amendment template.

Schedule B
ELIGIBLE EXPENDITURES AND COMMITMENTS

At no time may the request for reimbursement outlined in paragraph 4 of this agreement exceed the total amount held in the Fund.

Eligible expenses include IEEE Region 4 Science Kits for Public Libraries Program grants that are distributed per library and have been approved by the Region 4 Director and Treasurer.

Presently the per library grant limit is \$2,000 which may be increased pending the available fund balance at the recommendation of the SKPL committee and with approval from the current Region 4 Director and the Treasurer without needing to change this agreement.

SKPL Committee may award grants to specific library(ies) or geographies in cases where such funds are restricted due to donor or donors' wishes and accepted as such by the IEEE Foundation.

The Region 4 Treasurer will include a list of all grants paid in the Treasurer's report presented to the Executive Committee at least annually for documentation in the minutes of Region 4.

As a guideline, disbursement of each grant will be made in two installments as follows:

- 75% of the total grant award upfront.
- 25% after approval of the final report describing results of the project.
- Non-Grant expenses including program management and fundraising costs are not eligible for reimbursement.
- SKPL committee may determine a different proportional split between the two payments.

No operational costs for the Program are to be charged against the Fund.

Schedule C

DISCLOSURE LANGUAGE FOR SOLICITATIONS

Financial and other information about the purpose, programs, and activities of the IEEE Foundation, Incorporated can be obtained by contacting Karen Galuchie, Executive Director, IEEE Foundation, at 445 Hoes Lane, Piscataway, NJ 08854 USA, (732) 562-5550.

Residents of the following states may also obtain information as stated below:

Florida: SC No. CH9445. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE, WITHIN THE STATE, 1-800-HELP-FLA.

Maryland: For the cost of postage and copying, from the Secretary of State.

Michigan: MICS No. 22222.

Mississippi: The official registration and financial information of the IEEE Foundation may be obtained from the Mississippi Secretary of State's office by calling 1-888-236-6167.

New Jersey: INFORMATION FILED WITH THE ATTORNEY GENERAL CONCERNING THIS CHARITABLE SOLICITATION AND THE PERCENTAGE OF CONTRIBUTIONS RECEIVED BY THE CHARITY DURING THE LAST REPORTING PERIOD THAT WERE DEDICATED TO THE CHARITABLE PURPOSE MAY BE OBTAINED FROM THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY BY CALLING (973) 504-6215 AND IS AVAILABLE ON THE INTERNET AT www.njconsumeraffairs.gov/ocp.htm#charity. REGISTRATION WITH THE ATTORNEY GENERAL DOES NOT IMPLY ENDORSEMENT.

New York: Office of the Attorney General, Department of Law, Charities Bureau, 120 Broadway, New York, NY 10271.

North Carolina: Financial information about this organization and a copy of its license are available from the State Solicitation Licensing Branch at 1-888-830-4989 (within North Carolina) or (919) 807-2214 (outside of North Carolina).

Pennsylvania: The official registration and financial information of the IEEE Foundation may be obtained from the Pennsylvania Department of State by calling toll-free, within Pennsylvania, 1-800-732-0999.

Virginia: From the State Office of Consumer Affairs in the Department of Agriculture and Consumer Affairs, P.O. Box 1163, Richmond, VA 23218.

Washington: From the Secretary of State at 1-800-332-4483.

West Virginia: West Virginia residents may obtain a summary of the registration and financial documents from the Secretary of State, State Capitol, Charleston, WV 25305.

CONTRIBUTIONS ARE DEDUCTIBLE FOR FEDERAL INCOME TAX PURPOSES IN ACCORDANCE WITH APPLICABLE LAW.

REGISTRATION IN A STATE DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION OF THE IEEE FOUNDATION BY THAT STATE.

All investment earnings derived from donations made to the IEEE Foundation funds are reinvested for the same purpose(s) that the donation was originally made unless otherwise stated. A modest administrative fee of 0.4% will be annually assessed to all qualifying funds.

Exhibit A

AMENDMENT NUMBER ONE (1) TO THE DELEGATION OF AUTHORITY FOR EXPENDITURE OF FUNDS AGREEMENT

1. This amendment (the "Amendment") is made by the IEEE Foundation, Incorporated (the "IEEE Foundation"), a public charity incorporated under the New York Not-For-Profit Corporation law described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, (the "Code"), and The Institute of Electrical and Electronics Engineers, Incorporated ("IEEE"), a public charity incorporated under the New York Not-For-Profit Corporation law described in Section 501(c)(3) of the Code, parties to the Delegation of Authority for Expenditure of Funds Agreement dated _____ (the "Agreement").

2. The Agreement is amended as follows:

IEEE Region 4 (Region 4) and the IEEE Foundation have approved this first amendment to the DOEA for Region 4's SKPL fund (F#903520), as of the IEEE Foundation's meeting dated 8 May 2023:

With the closure of the Chicago Section Fund (F#903160), a sub fund will be created to accept any donations received by the IEEE Foundation for IEEE Region 4's SKPL program that are restricted for use in the Chicago Library System.

This includes the remaining fund balance of the Chicago Section Fund at the time of the fund's closure and the donation received from S&C Electric Company for \$30,000 outlined in the letter received from S&C Electric's donor advised fund administrator, The Chicago Community Trust, dated 17 January 2023.

The Region 4 SKPL Committee will use the guidelines outlined in Schedule A of the signed DOEA to administer the funds ensuring only libraries in the Chicago Public Library system are the beneficiaries from this sub fund.

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment(s), the terms of this Amendment will prevail.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly signed as of the dates written below.

IEEE FOUNDATION, INCORPORATED

By: _____

Name: Karen A. Galuchie

Title: Executive Director

Date: _____

**THE INSTITUTE OF ELECTRICAL
AND ELECTRONICS ENGINEERS,
INCORPORATED**

By: _____

Name: Thomas Siegert

Title: Chief Financial Officer

Date: _____

**AFFIRMED BY
IEEE Region 4**

By: _____

Name: Vickie A Ozburn

Title: 2023 Region 4 Director

Date: _____

By: _____

Name: Jitendra J Solanki

Title: 2023 Region 4 Treasurer

Date: _____