THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), entered into as of 22-Dec-2025, by and between IEEE Circuits and Systems Society ("Financial Sponsoring Party"), IEEE Council on Electronic Design Automation ("Financial Sponsoring Party"), affiliate(s) of the IEEE International, LLC ("IEEE"), AND University of Limerick, ("Financial Sponsoring Party"), Ecole Centrale de Lyon, ("Financial Sponsoring Party"), IFIP WG10.5 ("Technical Co-Sponsor"), (collectively known as the "Sponsors") sets forth the relationship and obligations relating to the 2026 IFIP/IEEE 34rd International Conference on Very Large Scale Integration (VLSI-SoC) to be held on or about 11-Oct-2026, in Limassol, Cyprus (the "Conference").

FINANCIAL LIABILITY: It is understood that financial liability for the Conference is the sole responsibility and obligation of the Financial Sponsor(s). The Technical Sponsor will not share in the surplus of the Conference or be expected to contribute to the financial loss, if any. To view the Financial Sponsor(s) liability percentages refer to the Conference Application URL

RESPONSIBILITIES OF THE SPONSORS: The responsibilities of the Sponsors shall be as described in the IEEE Conference Application submitted. The Conference shall be conducted in accordance with IEEE's bylaws and policies, including, but not limited to, the IEEE Conference Organization Manual.

TERMINATION: Any Sponsor may terminate this MOU at any time by providing at least thirty (30) days' prior written notice to the other Sponsor(s).

SIMILAR CONFERENCES: All Parties agree to refrain from sponsoring, during the year of the conference, any other conference that addresses the same subject matter and the same audience, or a conference that could construe to be the same conference, with a different name.

INDEMNIFICATION: Each Sponsor shall indemnify, defend and hold harmless the other Sponsor(s) 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 the indemnifying Sponsor, its agents and employees arising out of this technical co-sponsorship or the conduct of the Conference. Each Sponsor shall provide prompt written notification to the other Sponsor(s) in the event an indemnified claim arises. The indemnified Sponsor(s) shall reasonably cooperate with the indemnifying Sponsor at the indemnifying Sponsor's expense.

CONFIDENTIAL INFORMATION: "Confidential Information" means information identified in good faith by either Sponsor as "Confidential" and/or "Proprietary," or information that, under the circumstances, ought reasonably be treated as confidential and/or proprietary. "Confidential Information" shall include, but not be limited to, the terms and conditions of this MOU, customer data, usage statistics, market research, analyses, studies, processes, present and/or future product information, pricing information and business plans. No Sponsor shall disclose to a third party Proprietary or Confidential Information of the other Sponsor(s).

VISUAL IDENTITY: The Sponsor(s) shall ensure that all IEEE-branded, end-user facing, materials (including, but not limited to, Web sites, print collateral, and promotional items such as pens and shirts) for IEEE publications, products, services, conferences, and the like adheres to the guidelines established in the

IEEE Visual Identity Guidelines (http://www.ieee.org/go/visual_guidelines). The non-IEEE Sponsor(s) agree(s) to obtain written approval of any such materials by IEEE before final utilization and production of the same. The non-IEEE Sponsor(s) shall bear any expenses of reproduction of materials not approved by IEEE as well as materials that do not conform with the pre-approved materials.

IEEE MASTER BRAND/TRADEMARKS:

a) IEEE grants Non-IEEE Sponsor(s) a non-exclusive, revocable, worldwide, royalty free license to use the IEEE name, IEEE logo, and the joint IEEE name and logo (the "Masterbrand") (collectively the "IEEE Brand Identifiers") with respect to the promotion of the Conference.

b) The Non-IEEE Sponsor(s) recognize(s) that use of the IEEE Brand Identifiers must be in accordance with the policies and procedures established by IEEE for proper usage. A copy of these policies and procedures may be found at: http://www.ieee.org/about/toolkit/index.html.

c) The Non-IEEE Sponsor(s) acknowledge(s) and agrees that IEEE is the exclusive owner of all rights, title, and interest throughout the world to the IEEE Brand Identifiers. Nothing in this agreement shall constitute a transfer of any of IEEE's ownership in the IEEE Brand Identifiers to Non-IEEE Sponsor(s).

d) The IEEE Master Brand may only be used for conference promotion upon execution of this MOU. The right to use the IEEE marks as approved shall terminate upon termination of the co-sponsorship pursuant to this MOU for any reason. Guidelines for use of the IEEE Master Brand and Logotype "IEEE" can be found on the IEEE Web site http://www.ieee.org/about/toolkit/index.html.

ACCOUNTING AND AUDIT: All funds deposited for the Conference shall be tracked as a separate account (the "Conference Account") and be adequately safeguarded from loss. The Co-Financial Sponsor(s) shall have the right to review and audit the Conference Account, financial procedures and any and all other records related to the Conference at any time with two (2) business days' prior notice.

ACCOUNT INFORMATION: Should one Financial Sponsor assume responsibility for the Conference Account, that Financial Sponsor shall provide to all other Financial Sponsor(s) information regarding account statements showing the balance in the Conference Account and any deposits or withdrawals from the Conference Account, on a monthly or more frequent basis upon request. Additionally, within six (6) months following the close of the Conference, all Financial Sponsors shall receive a final statement for the Conference Account, showing all deposits and withdrawals, as well as an accounting for the final disposition of any surplus. When applicable, within one (1) month conference loans must be repaid. Should a third party assume responsibility for the Conference Account, an IEEE Fiscal Agent agreement will be completed.

EXHIBITS BOOTH: If requested by the IEEE Sponsor, the Conference shall provide, at no cost, exhibit booth, exhibit table or other means of promoting IEEE membership and activities during the conference.

COMPLIANCE WITH LAWS: The Financial Sponsors shall ensure that the Conference is conducted in accordance with all applicable United States (U.S.) and non-U.S. laws. The Financial Sponsor(s) shall make all necessary corporate, tax and other registrations and obtain all required licenses and permits.

ASSIGNMENT: None of the parties may assign or transfer any right, interest or claim under this MOU without the express written consent of the other Parties.

NON-BINDING: THIS MOU IS NOT INTENDED TO CONSTITUTE A BINDING EXPRESSION OF THE MUTUAL INTENT OF THE PARTIES REGARDING THE SUBJECT MATTER HEREOF. Neither party (nor any of their respective representatives) shall have any legally binding

obligations, rights or liabilities of any nature whatsoever to any party hereto or to any other persons pursuant to this MOU.

ADDITIONAL TERMS: This MOU constitutes the entire agreement between the parties hereto and shall supersede any and all prior or contemporaneous written or oral promises or representations related to this event or series of events.

This MOU shall not be valid until approved and executed by authorized representatives of both the Sponsors and acknowledged by IEEE Conferences, Events & Experiences.

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