**HONORARIUM AGREEMENT**

This Honorarium Agreement dated as of [Date] (the “Agreement”) is made and entered into by and between The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”), a New York not-for-profit corporation described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, (the “Code”) and [Name, Address, Zip ](the “Recipient”). Pursuant to this Agreement, IEEE hereby issues a payment in the amount of $1000.00 (the “Honorarium”) to the Recipient.

By accepting the Honorarium, the Recipient agrees and accepts the terms and conditions specified in this Agreement.

1. **Purpose of Honorarium**

The Recipient has been awarded the Honorarium for recognition of giving short course lecture at IEDM 2022.

1. **Compliance with Laws and Regulations**

The Recipient certifies that it shall comply with all laws and regulations that apply to its obligations and duties under this Agreement, including, but not limited to, local laws in the area or country where the Honorarium funds will be used.

1. **Liability**

IEEE will not be liable under any circumstances for any claims, damages, liabilities, losses and/or expenses arising from the Honorarium or this Agreement.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF DATA OR COST OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT BETWEEN THE PARTIES UNDER ANY THEORY OF LIABILITY.

1. **Miscellaneous**

This Agreement shall be governed by the laws of the State of New York. There are no other understandings, statements, or promises of inducement, oral or otherwise, contrary to the terms of this Agreement.  The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. The Recipient may not assign any of its rights or obligations hereunder without the prior written consent of IEEE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

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| **THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED**By: Title: Date:  | **[Recipient Full Name]**By: Title: Date:  |  |