

CONSULTING AGREEMENT WORK ASSIGNMENT BASED

This Agreement is made effective as of the date of signing by and between the United States Election Assistance Commission, with offices at 1225 New York Avenue N.W., Suite – 1100, Washington, DC 20005, (the "Agency" or "EAC"), and TEM Consulting, LP, with offices at [REDACTED] Texas, [REDACTED] ("Consultant").

The Agency desires to retain Consultant to provide engineering consulting services for the Agency and Consultant is willing to perform such services, on terms set forth more fully below.

In consideration of the mutual covenants and obligations set forth herein, Consultant and the Agency agree as follows:

1. SERVICES TO BE RENDERED

- 1.1 Consultant's Services. Consultant agrees to provide for the Agency engineering consulting services as requested by the Agency from time to time (the "Services"). Details of the specifications and requirements for the Services to be performed by Consultant shall be set forth in written work assignments in the form set forth in Schedule B ("Work Assignments"). Each such Work Assignment shall be signed by Agency and Consultant. Consultant shall provide the Services described in each such Work Assignment subject to and in accordance with all terms and conditions of this Agreement. Work Assignments may be signed for the Agency by the Authorized Representative of the Agency or other persons acting at the direction of the Authorized Representative of the Agency. For each Work Assignment, the Agency shall identify a contact person who will provide directions to Consultant for each work assignment.
- 1.2 Work Assignments. Consultant agrees to perform for the Agency the Services described in Schedule C as Work Assignment(s), in accordance with this Agreement.
- 1.3 Service Levels. Consultant warrants that the Services shall be performed with care, skill and diligence, consistent with, or above applicable professional standards currently recognized in the profession, and that Consultant shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Services furnished under this Agreement. Services provided by Consultant shall meet or exceed the service levels, if any, specified on the Work Assignments.
- 1.4 Subcontractors. The Consultant may use subcontractors to provide services under this contract. Consultant shall be responsible for any subcontractor put to work to perform any part of this contract and its work assignments, unless the subcontractor is especially requested by the Agency, in which case the Agency assumes responsibility for that particular subcontractor, the quality of that subcontractor's work, any unnecessary expenses that subcontractor may cause and the entire completion of that subcontractor's contract.

2. COMPENSATION

- 2.1 Fees For Services. The Agency shall pay Consultant the compensation in the amounts and upon the terms set forth in each duly executed Work Assignment entered into between Consultant and the Agency.
- 2.2 Fees For Work Assignment(s). As consideration for the performance of the Services of Work Assignment(s), the Agency shall pay Consultant the compensation, including fees and other costs, as set forth on Schedule C.

- 2.3 Invoices. Except as otherwise expressly provided in a duly signed Work Assignment, Consultant shall not more frequently than monthly submit to the Agency (a) his invoice for professional fees incurred in the prior month, setting forth the number of hours of Services performed by Consultant during the preceding month and the tasks performed and (b) his invoice for expenses incurred. Consultant shall submit his invoices pursuant to the draft provided in the annex, Schedule A. Each invoice of Consultant for Services performed pursuant to this Agreement shall not become payable until approved by the Authorized Representative of the Agency. Subject to approval by the Agency, Consultant's invoices shall be paid within thirty (30) days of the date the invoice is received by the Agency. Invoices shall be mailed to the attention of Ms. Diana Scott, Administrative Officer, U.S. Election Assistance Commission, 1225 New York Avenue, N.W., Suite 1100, Washington, D.C. 20005.
- 2.4 Telecommunications and Travel Expenses. Reasonable telecommunications (e.g. contract related conference calls), travel and other expenses incurred by Consultant in the course of performing Services under this Agreement shall be reimbursed by the Agency upon presentation of an expense report by the Consultant or paid directly by the Agency. In terms of travel expenses, reasonable expenses shall mean those costs associated with travel that is less than, or equal to, the federal costs for airfare, transportation, lodging and per diem for meals and expenses.

3. TERM AND TERMINATION

- 3.1 Term. This Agreement shall commence as of the date signed, and subject to the following provisions in this Section 3, shall continue for as long as Consultant accepts Work Assignments from Agency and through the completion of the Services performed under all Work Assignments accepted by Consultant.
- 3.2 Termination Without Cause. Either party may terminate this Agreement for any reason and without cause, by giving two (2) weeks prior written notice thereof to the other party. Any such notice shall be addressed to the other party at the address shown below or such other address as to which the party has given notice of in writing. Such notice of termination shall be deemed given (a) if personally delivered, upon delivery, or (b) forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or (c) if by facsimile, upon receipt of evidence that a complete transmission of such facsimile message was made.
- 3.3 Termination For Cause. The Agency may terminate this Agreement immediately and upon notice to Consultant if Consultant refuses to perform the Services. Consultant may terminate this Agreement if the Agency fails timely to pay any proper invoice of Consultant and such failure to pay continues for more than five (5) days after written notice of such failure is given to the Agency.
- 3.4 Effect of Termination. On termination of this Agreement for any reason, all rights and duties of the parties toward each other shall cease except (a) the Agency shall be obliged to pay, within thirty (30) days of the effective date of termination, all undisputed amounts owing to Consultant for unpaid Services and related expenses, if any; (b) Consultant shall be obliged to deliver all Services for which the Agency has compensated Consultant and shall deliver to the Agency all work product and deliverables relating to the Services, including all copies thereof in whatever medium; and (c) the provisions of Sections 5, 6, 7 and 10 shall survive termination of this Agreement.

4. TIME AND PLACE OF WORK

Consultant's Services shall be available to the Agency through the period of this Agreement at such times and at such place or places as the Agency may request and as may be agreeable to Consultant.

- 5.1 Definition. "Confidential Information" means any of the Agency's proprietary or otherwise privileged, confidential or not releasable to the public information. As a federal government contractor, Consultant will adhere to all federal statutes, regulations and policies concerning the release of documents and information to third parties. Consultant agrees not to disclose, use or permit the disclosure or use of any information obtained as a result of duties as a consultant without the express written permission of the Agency in advance.

Examples of such information are pre-decisional work products, alternative courses of action under consideration, evaluation criteria, finances, forecasts, procurement requirements, or other business plans and information disclosed by the Agency either directly or indirectly in writing or orally.

- 5.2 Nondisclosure of Confidential Information of the Agency. Consultant will not, during or subsequent to the term of this Agreement, use the Agency's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of the Agency or disclose the Agency's Confidential Information to any third party, and it is understood that said Confidential Information shall remain the sole property of the Agency. Consultant further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Confidential Information does not include information which (a) is known to Consultant at the time of disclosure to Consultant by the Agency as evidenced by written records of Consultant; (b) has become publicly known and made generally available through no wrongful act of Consultant; or (c) has been rightfully received by Consultant from a third party who is authorized to make such disclosure.

- 5.3 No Improper Use or Disclosure of Proprietary Information of Others. Consultant agrees that Consultant will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Consultant has an agreement or duty to keep in confidence, and that Consultant will not bring onto the premises of the Agency any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity. Consultant will indemnify the Agency and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with any violation or claimed violation of a third party's rights resulting in whole or in part from the Agency's use of the work product of Consultant under this Agreement.

- 5.4 Protection of Proprietary Information of Third Parties. Consultant recognizes that the Agency has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Agency's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that Consultant owes the Agency and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as expressly approved in advance and in writing by the Agency.

- 5.5 Return of Confidential Information. Upon the termination of this Agreement, or upon Agency's earlier request, Consultant will deliver to the Agency all of the Agency's property and all copies of Confidential Information in any form, format or media that Consultant may have in Consultant's possession or control.

6. INDEPENDENT CONTRACTOR

- 6.1 Consultant as Independent Contractor. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee or representative of the

Agency, but Consultant shall perform the Services as an independent contractor. In the performance of all Services, Consultant shall comply with all applicable laws and regulations. Consultant acknowledges that Consultant has complied with all applicable business licensing requirements. Consultant maintains books and records reasonably required in the business engaged in by Consultant. Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement, and Consultant agrees to and acknowledges the obligation to pay all employment and other taxes thereon.

- 6.2 No Employee Benefits. Since Consultant is not an employee of the Agency, it is understood that Consultant is not entitled to any employee benefits from the Agency during the term of this Agreement.
- 6.3 Compliance With Section 6. Upon request by the Agency, Consultant shall provide evidence satisfactory to the Agency of its compliance with the provisions of this Section 6.

7. CONFLICTING OBLIGATIONS

- 7.1 No Other Relationships. Consultant certifies that (a) other than the compensation specifically provided in this Agreement, he has received no gift, gratuity or other remuneration to induce him to enter into this Agreement or to influence the terms of this Agreement; (b) he has no business, personal or family relationship with any employee of the Agency; and (c) he has provided no gift, gratuity or other remuneration to any employee, officer, director or agent of the Agency to induce the Agency to enter into this Agreement or to influence the terms of this Agreement.
- 7.2 Conflicts of Interest. Consultant certifies that Consultant has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Consultant from complying with the provisions hereof. Consultant further certifies that Consultant will not enter into any such conflicting agreement during the term of this Agreement.
- 7.3 Exclusivity. In view of Consultant's access to the Agency's trade secrets and proprietary know-how, Consultant further agrees that Consultant will not, without Agency's prior written consent, provide identical or substantially similar services as those provided under this Agreement for any third party who may be reasonably deemed to be a Competitor of the Agency during the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement.

8. REPORTS

Consultant agrees that Consultant will, during the term of this Agreement keep the Agency advised as to Consultant's progress in performing the Services hereunder weekly, and that Consultant will, if and as requested by the Agency, prepare written or oral reports with respect thereto.

9. ASSIGNMENT

Consultant may not assign, subcontract, delegate or otherwise convey this Agreement, or any of its rights and obligations hereunder, to any third party without the prior written consent of the Agency, and any such attempted assignment or subcontracting without consent shall be void.

10. INDEMNIFICATION

Consultant will exonerate, indemnify and hold harmless the Agency, its officers, agents and employees from and against any and all liabilities, losses, judgments, costs, damages, claims, demands or expenses of every kind on account of any injuries (including death) to Consultant, to any agent, employee or associate of Consultant's, to Consultant's property or to any third party or its physical or intellectual property arising out of or resulting in any manner from or occurring in connection with Consultant's performance of, or failure to perform, the Services hereunder except

to the extent caused by the sole negligence or willful misconduct of the Agency.

The Agency shall indemnify, defend and hold Consultant and its employees, consultants, agents, representatives, officers and directors harmless with respect to any loss, liability or damage, including reasonable attorneys' fees and costs incurred by Consultant or the aforementioned indemnities, which arise from third party claims related to work performed under this contract.

11. LIMITATION OF DAMAGES

Except for any breach of the non-disclosure obligations of Section 5, neither party will be liable to the other party for any indirect, incidental or consequential damages of any type, including lost profits, third party claims, or lost data, arising out of, or in connection with, this Agreement or the Services, even if a party has been advised by the other party of the possibility of such damages and even if a party asserts or establishes a failure of essential purpose of any limited remedy provided herein. Further, under no circumstances shall Agency or Consultant be or become liable to the other party for any amount in excess of the consideration payable by the Agency and received by Consultant for Services rendered under this Agreement and any applicable work assignments.

12. ARBITRATION AND EQUITABLE RELIEF

12.1 Arbitration. The Agency and Consultant agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held at a mutually agreeable location, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The Agency and Consultant shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay its respective counsel fees and expenses.

13. GENERAL PROVISIONS

13.1 Governing Law. This Agreement has been negotiated, executed and delivered by E-MAIL exchanges. The parties agree that all questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of Texas.

13.2 Entire Agreement. This Agreement and the Schedules and exhibits hereto constitute the entire contract of the parties and supersede any prior agreements between the parties relating to the subject matter of this Agreement. Consultant represents that in entering into this Agreement, Consultant has not relied on any previous oral or implied representations, inducements or understanding of any kind or nature whatsoever.

13.3 Captions. The captions appearing in this Agreement have been inserted as a matter of convenience and in no way define, limit or enlarge the scope of this Agreement or any of the provisions hereto.

13.4 Severability. If any provision, paragraph, subparagraph or clause, or any part thereof shall be found invalid or unenforceable under any applicable law or regulation, such provision, paragraph, subparagraph or clause, or part thereof shall be deemed inoperative and shall not affect the remainder of the Agreement and the Agreement shall be construed as if such invalid portion had never been included.

13.5 No Waiver. No waiver of breach of any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an officer of the other party.

13.6 Construction. This Agreement is the product of negotiations between the parties, and shall be construed as if jointly prepared and drafted by them, and no provision hereof shall be construed for or against any party due to its actual role in the preparation or

drafting hereof by reason of ambiguity in language, rules of construction against the drafting party or similar doctrine. Each party has entered into this Agreement in reliance only upon its own judgment.


- 13.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the parties shall follow such delivery by prompt delivery of originals of such pages).
- 13.8 Compliance with laws unique to Government contracts. The Consultant agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409, relating to whistle blower protections; 49 U.S.C. 40118, Fly American, and 41 U.S.C. relating to procurement integrity.

The parties hereto have executed this Agreement to be effective as of the day and year first written above.

TEM Consulting, LP
STEPHEN BERGER

[Redacted]
Texas
USA

Telephone: [Redacted]
FAX: 512-869-8709

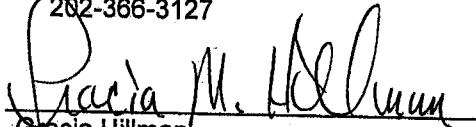
By: 
Stephen Berger
President of the General Partner
TEM Consulting

Date: 22 June, 2005

United States Election Assistance Commission

1225 New York Avenue N.W., Suite – 1100
Washington, DC 20005
USA

Telephone: 202-566-3100
FAX: 202-366-3127

By: 
Gracia Hillman
Chair
U.S. Election Assistance Commission

Date: 16 June, 2005

One Original Signed to Authorized Representative of the Agency and One Copy to Consultant

SCHEDULE A
PROFESSIONAL SERVICE INVOICE FORM

Invoice

TEM Consulting
Attn: Stephen Berger

[REDACTED]
[REDACTED] Tx.

Phone: [REDACTED]
(512) 869-8709 (FAX)
E-Mail: stephen.berger@iecc.org

INVOICE NUMBER:	1001
INVOICE DATE:	June 1, 2005
CUSTOMER	PO XXXX
REFERENCE:	

CLIENT:
United States Election Assistance Commission

1225 New York Avenue N.W., Suite - 1100
Washington, DC 20005

Telephone: 202-566-3100
FAX: 202-366-3127

DATE	HOURS	SERVICE	RATE	AMOUNT

TOTAL \$

MAKE ALL CHECKS PAYABLE TO:

TEM Consulting, LP.

**SCHEDULE A
EXPENSE INVOICE FORM
Travel Expense Account (TEA)**

Name (please print): TEM Consulting, LP		Address: [REDACTED] Tx. [REDACTED]						Telephone # [REDACTED]	
Purpose of Trip:								Telephone #	
Description	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	TOTAL	
Date									
From (origin)									
To (destination)									
Breakfast (including tips)									
Lunch (including tips)									
Dinner (including tips)									
Total Employee Meals	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Airfare								0.00	
Lodging (daily rate + tax)								0.00	
Rental Car (total for trip)								0.00	
Taxi, Bus, Train								0.00	
Parking, Tolls								0.00	
Telephone, Fax								0.00	
# Personal Vehicle Miles									
Mileage Rate									
Expense \$0.340	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Miscellaneous Expenses: <i>Detail and explain below</i>								0.00	
								0.00	
								0.00	
								0.00	

Business Meals and Entertainment Expenses			
Date	Name of Person (s), Title, Company, Place of Entertainment	Nature & Purpose of Expense	\$ Amount

Foreign Currencies must be converted into US\$ using exchange rates published in the Wall Street Journal.

TOTAL EXPENSES			0.00
LESS OUTSTANDING ADVANCE			
Amount Siemens will pay.			0.00
BALANCE DUE			0.00
Miscellaneous Expenses Detail (from above)			
Date	\$ Amount	Description	

Signature:	Date:
Approval Name (please print):	Charge-to Cost Center:
Audited by:	Input by:
	Date:

ORIGINAL RECEIPTS MUST REMAIN WITH ORIGINAL TEA

SCHEDULE B
WORK ASSIGNMENT NO. _____
Under Consulting Agreement Dated _____, 200_
Between the EAC and TEM Consulting, LP

DESCRIPTION OF SERVICES	COMPENSATION (Not to exceed)
Contact Person:	

This Work Assignment is entered into subject to and is controlled by all terms and conditions of the Consulting Agreement entered into between the parties and dated effective as of _____, 200_.

TEM Consulting
STEPHEN BERGER

United States Election Assistance Commission

_____, Texas
USA

1225 New York Avenue N.W., Suite – 1100
Washington, DC 20005
USA

Telephone: _____
FAX: 512-869-8709

Telephone: 202-566-3100
FAX: 202-366-3127

By: _____
Stephen Berger
President of the General Partner
TEM Consulting

By: _____

Date: _____, 200_

Date: _____, 200_

One Original Signed to Authorized Representative of the Agency and One Copy to Consultant

SCHEDULE C
WORK ASSIGNMENT NO 1
Under Consulting Agreement Dated June 1, 2005
Between the EAC and TEM Consulting, LP

DESCRIPTION OF SERVICES	COMPENSATION (Not to exceed)
<p>Assist in preparing material and procedures for the EAC's voting system certification system. See attached Statement of Work.</p> <p>Period of performance: June 6 to July 22, 2005.</p> <p>Total Time and Materials on this work assignment not to exceed: \$25,000.00</p>	<p>Consultant will receive \$135 per hour as compensation for services provided</p> <p>Travel, conference call and other expenses will be invoiced separately</p> <p>Each invoice will be marked with the date of the Consulting Agreement and Work Assignment number.</p>
<p>Contact Person(s): Brian Hancock Phone: (202) 566-3122 Fax: (202) 566-3127 E-mail: BHancock@eac.gov</p>	

This Work Assignment is entered into subject to and is controlled by all terms and conditions of the Consulting Agreement entered into between the parties and dated effective as of June 1, 2005.

TEM Consulting, LP
STEPHEN BERGER

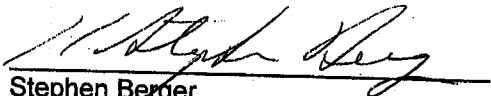
United States Election Assistance Commission

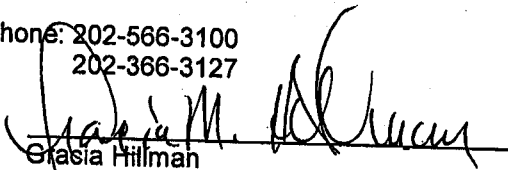
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By: 
Stephen Berger
President of the General Partner
TEM Consulting

By: 
Gracia Hillman
Chair
U.S. Election Assistance Commission

Date: 22 June, 2005

Date: 16 June, 2005

One Original Signed to Authorized Representative of the Agency and One Copy to Consultant

H. STEPHEN BERGER

██████████, TX ██████████

stephen.berger@ieee.org

PROFILE

Professional project manager with specialization in:

- ◆ Government and Industry Relations,
- ◆ Advanced technology business planning,
- ◆ Product development and design,
- ◆ Standards development and regulatory management.

25 years of product development and technology planning experience:

- ◆ President of the National Association of Radio and Telecommunications Engineers (NARTE).
- ◆ Former member of the IEEE Standard Board.
- ◆ Chair of the IEEE EMC Society Standards Development Committee.
- ◆ IEEE representative to US Election Assistance Commission Technical Guidelines Committee and chair of IEEE Standards Coordinating Committee 38, voting equipment standards.

Project management experience in Telecommunications, Information Technology and Instrumentation Industries, with strong record, in the areas of EMC (Electromagnetic Compatibility), RF safety and Disability Issues.

SELECTED ACCOMPLISHMENTS

GOVERNMENT AND INDUSTRY RELATIONS

- President of the National Association of Radio and Telecommunications Engineers (NARTE).
- Founded the IEEE Standards Coordinating Committee for voting equipment standards. Representative of the IEEE to both the federal EAC and ex officio member of NASED (National Association of State Election Directors) Voting System Standards Board.
- Member of 2 US Access Board Federal Advisory Committee:
 - Telecommunications Access Advisory Committee (TAAC) and co-chair of the compliance sub-committee (1996-1997)
 - Electronic Information Technology Access Advisory Committee (1998-1999)
- Invited presenter on disability access at EU Ministerial Conference, April 2000 in Lisbon, Portugal

EMC AND ENVIRONMENTAL TESTING AND REGULATORY COMPLIANCE

- Improved test department efficiency by 500%, with no increase in personnel.
- Invented the EHR GTEM, patented, gained FCC approval and implemented its use.

- Increased total revenues by 15% at EMCO because of antenna and instrumentation designs
- Member of key standards committees for EMC, RF Health, Accessibility and related areas.

PUBLICATIONS

Numerous professional papers and articles (List of publications available upon request)

PROFESSIONAL AWARDS

- SHHH (Self Help for Hard of Hearing People) Friend of People with Hearing Loss 2001 award.
- Certificate of Appreciation for RESNA for contributions to the field of rehabilitation engineering, 1997.
- IEEE Standards Medallion, August 1993.
- Commendation for contributions to IEEE EMC Society's Standards Efforts, 1988 & 1994.

PATENTS

Patents granted or pending

- 6,744,750: Replicating and Recombinant Networking Systems and Methods for Wireless Networks
- 6,684,063: Integrated Hearing Aid for Telecommunications Devices
- 6,380,896: Circular polarization antenna for wireless communication system
- 6,225,917: Electromagnetic Field Probe Having a Non-Electrical Transmission Modality
- 5,754,054: Apparatus and Method for Determining the Source and Strength of EM Emissions
- 5,589,773: System and Method for Making Electromagnetic Measurements Using a Tilttable Transverse Electromagnetic Cell and a Fixed Tilt Sample Holder
- EP00805562A3: Radio-Frequency Hearing Aid Protector for Wireless Communications Products

PROFESSIONAL BACKGROUND

TEM CONSULTING, LP President of the General Partner	2000-Present
SIEMENS INFORMATION AND COMMUNICATIONS MOBILE Project Manager, Standards & Regulations Senior Engineer, Wireless Terminals Compliance Technical Lead, Hardware Design Assurance	1990-2000 1999-2000 1996-1999 1990-1996
THOMAS-CONRAD CORP. Senior Engineer, Digital Design	1988-1990
THE ELECTRO-MECHANICS COMPANY Director for Field Sensing Products	1985-1988
DATAPPOINT CORP.	1980-1985

Engineer, EMC and environmental compliance testing

EDUCATION:

BS, Physics

University of Wisconsin, Madison, WI.

Donald N. Heirman
Don HEIRMAN Consultants

██████████
██████████ NJ ██████████ USA

Phone: ██████████

FAX: +1 732-530-5695

Email: d.heirman@ieee.org

Web site: <http://www.DonHEIRMAN.com>

Donald Heirman is president of Don HEIRMAN Consultants, training, standards, and educational electromagnetic compatibility (EMC) consultation corporation founded in 1997. His work includes consulting with a wide range of private and governmental bodies on EMC matters including implementation of state of the art EMC test facilities and evolving standardization, laboratory competency, and measurement aspects of human exposure to radio frequency energy. He provides workshops and tutorials on many of these topics both in the United States and in Europe.

Previously he was with Bell Laboratories for over 30 years in many EMC roles including Manager of Lucent Technologies (Bell Labs) Global Product Compliance Laboratory, which he founded, and where he was in charge of the corporation's major product safety, telecommunications, and EMC regulatory test facility and its participation in ANSI accredited standards committee and international EMC standardization. The laboratory was one of the first EMC testing labs accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) on a wide range of telecommunication products.

He chairs, or is a principal technical expert contributor to, US and international EMC standards organizations including ANSI ASC C63 (committee vice chairman and chairman of its Subcommittee 1 which is responsible for most of the C63 standards on EMC testing, calibration and instrumentation specifications and techniques) and the International Electrotechnical Commission's (IEC) Special International Committee on Radio Interference (CISPR) where he is a member of the CISPR steering committee and chairman of its Subcommittee A (Radio Interference Measurements and Statistical Techniques). Subcommittee A is responsible for CISPR Publication 16 which is the basic set of standards used worldwide for performing radio interference measurements to meet associated national regulatory requirements. He is a member of the IEC's Advisory Committee on EMC (ACEC) and the Technical Management Committee (TMC) of the US National Committee (USNC) of the IEC. In the TMC, he is Group Manager for electromagnetics which is responsible for ensuring appropriate US participation in the IEC on EMC matters and chairs its Coordinating Committee on EMC which helps formulate US EMC positions among the many USNC technical advisory committees (TAGs) with EMC aspects. He is also an active member of the USNC TAGs for CISPR Subcommittee A and Subcommittee I (EMC of Information Technology Equipment, multimedia equipment and receivers).

Mr. Heirman is past president and now member of the Board of Directors (managing business development) of the National Cooperation for Laboratory Accreditation (NACLA) which recognizes the competency of testing and calibration accreditation bodies in the US via the adherence of these accrediting bodies to ISO guides for competency of accrediting bodies and

Daniel D. Hoolihan is currently President of Hoolihan EMC Consulting,
████████████████████, Minnesota, ██████.

Hoolihan has been consulting in EMC Engineering since January of 2000. He specializes in EMC-Laboratory evaluations, EMC standards, and EMC Education. He is a consultant to the United States Department of Commerce National Institute of Standards and Technology (NIST) in the area of Telecom Certification Body (TCB) and Conformity Assessment Body (CAB) evaluations. He is also an assessor for the NIST National Voluntary Laboratory Accreditation Program (NVLAP).

Previous to consulting, he worked as Vice-President of Minnesota Operations for TUV Product Service from 1994 to 2000. From 1984 to 1994, he was the Co-Founder and Chief Operating Officer of AMADOR Corporation; a small business specializing in EMC testing of electronic products ranging in size from pacemakers to supercomputers. His first employment out of graduate school (in 1969) was with Control Data Corporation in their internal EMC lab.

Hoolihan has been on the Board of Directors of the EMC Society of the IEEE since 1987. He is the past-president of the EMCS (1998-1999) and has held many positions with the EMCS board in his years of service. He most recently served as the Chair of the 2002 IEEE International Symposium on EMC which was held in Minneapolis in August of 2002. He helped found the EMC chapter of the Twin Cities Section in 1985 and has been active in the local chapter since that time.

He has been actively involved with ANSI-Accredited Standards Committee on EMC since 1985. He is presently on the Steering Committee of C63 as well as chairing Subcommittee 6 (SC-6 - Lab Accreditation) and SC-8 (EMC and Medical Devices).

He is also an active member of the United States Technical Advisory Group on CISPR B; Industrial, Scientific and Medical Equipment.

His formal education includes a Bachelors Degree in Physics from Saint John's University (Minnesota), a Masters Degree in Physics from Louisiana State University (Baton Rouge), and a Masters in Business Administration from the University of Minnesota (Minneapolis).

Daniel D. Hoolihan

████████████████████
FAX 651-213-0977

Cell Phone ████████████████████