

Invitation to host the IUPAP Administrative Office

1. Overview

The International Union of Pure and Applied Physics (IUPAP) has had its administrative office at the Nanyang Technological University (NTU) in Singapore for the last six years. **Now IUPAP is seeking a new institution to host the administrative office, and invites applications to host the IUPAP Administrative Office for the period 2021-2023 or longer. A letter of intention to apply should be received by the President of IUPAP, Michel Spiro, as soon as possible, but no later than 1 February 2021.** The application procedure is outlined in section 5.

During the period 2015-2020 the IUPAP financial office has also been in Singapore but given the advantages of having the financial office in a major international financial centre it is likely that the financial office will move to Geneva, or remain in Singapore.

IUPAP is also working on a proposal to establish IUPAP as an Association under the Swiss civil code, domiciled in Geneva. That has the advantage of giving IUPAP a legal personality.

IUPAP is not a rich organisation, with an annual income of approximately 500,000 EUR and averaged over 3 years its expenses match its income. The cost of the administrative office to IUPAP has been capped at 35,000 EUR a year, and it has enjoyed a significant subsidy from NTU which has allowed it to operate efficiently and allowed IUPAP to spend a large fraction of its income on its activities supporting physics and physicists around the world. IUPAP wishes to enter an agreement with its new host which would cap its contribution to the costs of the administrative office at a similar level. A higher level of administrative costs may be acceptable if the host organisation was to financially support other IUPAP activities.

Unfortunately hosting IUPAP does not provide an income to the host, but it does provide worldwide recognition of the host.

It is important to realise that the Chinese Physical Society, Beijing and the Physical Society located in Taipei are separate members of IUPAP and it is essential that representatives of both of these members are able to attend any events held at the administrative office of IUPAP.

Because the IUPAP financial office will not be co-located at the administrative office it is essential that IUPAP workers at the administrative office are able to make transactions on the IUPAP accounts in Singapore or Geneva.

The support which IUPAP requires is one full time equivalent administrative staff member, ideally two staff of the host institution working fractional time for IUPAP. These staff should have the flexibility to work almost full time for IUPAP at peak IUPAP times, and rather less at low IUPAP workload times. IUPAP does not have the facility to employ staff and the staff must be employed by the host. A physicist who is a staff member of the institution should be in a position to provide supervision and advice to the administrative staff. If that staff member works for IUPAP during their office hours, that paid time is a contribution of the host to the affairs of IUPAP and is not recoverable from IUPAP. That physicist will become a member of the IUPAP Executive Council, probably taking the position of Deputy Secretary General.

2. Introduction to IUPAP

IUPAP is the only International Scientific Union devoted to Physics. It is one of the approximately 30 International Scientific Unions which are members of the International Science Council (ISC) and, in turn, its members are bodies representing physicists in 60 countries or regions around the world.

The mission of IUPAP is to assist in the worldwide development of physics, to foster international cooperation in physics, and to help in the application of physics toward solving problems of concern to humanity.

To achieve this mission IUPAP

1. stimulates and promotes international cooperation in physics;
2. sponsors suitable international conferences and assists their organizing committees;
3. promotes international agreements on the symbols, units, nomenclature and standards of physics;
4. fosters free circulation of scientists and open access to data;
5. adheres to the Principle of the Universality of Science, which requires equal access to education, resources, and advancement for all without any discrimination on the basis of such factors as ethnic origin, religion, citizenship, language, political stance, gender, or age;
6. is committed to increasing diversity in physics, and making the practice of science more human and inclusive;
7. through the Young Scientist Prizes, enhances the recognition of the vital role that young physicists play;
8. promotes physics as an essential tool for development and sustainability, working to ensure that physics education and research capabilities are improved in less developed countries to provide a basis for their development;
9. works with other International Unions and similar bodies representing various scientific disciplines to achieve common goals; in particular it is
 - a. reducing the Gender Gap in Science and empowering women in Science, through the Gender in Science Project;
 - b. improving access to advanced light sources in less developed countries through the Light sources for Africa, the Americas, Asia and the Middle East Project (LAAAMP);
 - c. leading fellow unions and other partners to promote and to organise an International Year for Basic Sciences for Sustainable Development in 2022 (IYBSSD 2022).

The work of IUPAP is done by more than 500 volunteers working in its Executive Council, its 18 Commissions, 4 Affiliated Commissions, 12 Working Groups, and 60 Liaison Committees of its members.

The IUPAP is governed by a General Assembly (GA), normally held every 3 years in different countries (but due to the pandemic the 2020 GA has been postponed to 2021). Between the General Assemblies the Executive Council (EC) governs IUPAP. The governance of the Union is according to the Statutes (<https://iupap.org/about-us/statutes/>) and By Laws (<https://iupap.org/about-us/statutes/bylaws/>), which are appended for your convenience. All of the actions to vary the location of the Administrative and Financial Offices, and not to co-locate them, together with the need to bring the IUPAP statutes into the 21st century and into the post COVID era, will lead to the present statutes being updated at our next General Assembly, now to be held in October 2021.

The Executive Council is developing an IUPAP Strategic Plan. The present form of that plan is reflected above and is also appended.

3. Requested activities and responsibilities of the institution(s) hosting the IUPAP Administrative Office during the period of hosting.

1. The host will provide assistance in setting up an appropriate legal structure of the operation of the office.
2. An office is provided for the staff members working on IUPAP administration with storage for about 3 metres of IUPAP papers and an additional desk for visiting IUPAP officers. A sign on the office will indicate that it is an IUPAP office.
3. A staff member of the host institution will become an elected member of the Executive Council at the 30th General Assembly (October 2021), and will be appointed as an Acting Member of the Executive Council from 1 January 2021, or an agreed. This acting period of office will enable transfer of knowledge from the present incumbent about the activities and practices of IUPAP. This staff member of the host will advise and supervise the administrative staff working for IUPAP, and will be able to ensure that the benefits of hosting IUPAP do flow to the hosts.
4. The administrative staff provided will carry out all the administrative work as agreed with IUPAP and supervised by the appropriate members of the Executive Council. In particular they will
 - i. handle IUPAP correspondence and maintain records of that correspondence;
 - ii. although the financial office of IUPAP will be in Singapore or Geneva, the staff of the administrative office will invoice members for their dues, paying the dues into an IUPAP bank account, pay invoices received and pay commitments made to conferences, commissions and working groups, and enter the financial transactions in the financial software;
 - iii. from the financial software generate a separate record and analysis of all income, expenditure, and accruals in the accounts of IUPAP, providing copies

- of these records at the end of each month to the President, President Designate and Past President, the Treasurer, the Secretary General and other designated members of the Executive Council;
- iv. assist with the preparation of year end accounts of the IUPAP and file these, and any other statutory information, with the appropriate authorities in the legal residence of the financial office;
 - v. assist the financial office with an independent audit of the accounts of the IUPAP to be conducted annually;
 - vi. support the annual meetings of the Executive Council and Commission Chairs of IUPAP, including provision of papers for the meetings, producing minutes of the meetings, ensuring that actions agreed at the meeting are undertaken and attending the meetings, wherever they may be held;
 - vii. support the triennial meetings of the General Assembly of IUPAP, including provision of papers for the meetings, producing minutes of the meetings, ensuring that actions agreed at the meeting are undertaken and attending the meetings, wherever they may be held;
 - viii. arrange the medals and certificates payment of the prize money of IUPAP prizes;
 - ix. update content of the IUPAP website in a timely way
 - x. manage the production of the quarterly newsletter as well as the publication of general reports and of other occasional IUPAP papers;
5. the staff will assist with the arrangement of meetings and documentation relating to legal requirements of the operation of the IUPAP Administrative Office and the IUPAP financial office.

4. Implications for the host institutions of the IUPAP Administrative Office (personnel, finance, management) that are requested by IUPAP

The detailed arrangements under which the IUPAP office will be hosted will be negotiated and formulated in a Memorandum of Understanding (MOU) between IUPAP and the host institutions. For brevity the host institutions are referred to as “the host”. The MOU between NTU, IUPAP and the company IUPAP-SG for the period 2015-2020 is appended as a model.

Based on past experience at NTU, the IUPAP administration would be best served if:

- a. The host will provide two administrative staff each available up to 50% of their time to work on the administration of IUPAP;
- b. The host will provide the necessary equipment to support that administrative work;
- c. Based on the way IUPAP operated in Singapore, using software to record transactions in a general ledger and to construct financial statements it is expected

- that the administrative staff will be able to conduct the financial transactions and records without calling on the financial and accounting services of the host;
- d. To better manage the transfer of the IUPAP website from host to host the IUPAP website will be hosted in the Cloud by a third party. Updating of some of the content will be the responsibility of the host administrative staff;
 - e. The host will provide facilities for meetings of IUPAP held in that institution either free of charge or at very favourable rates;
 - f. This MOU will specify the costs to IUPAP of the staff and facilities provided by the host, and specify other sponsorship that the host will provide to IUPAP. Specifying these financial details will enable both parties to reliably construct their budgets and will enable IUPAP to ensure that it will be able to maintain its present level of service to physics and physicists and maintain its financial viability;
 - g. This MoU will also specify how IUPAP will acknowledge the support of the host on its websites, publications, at its meetings and conferences, and in other ways.

5. Application Procedure

Please apply to host the IUPAP Administrative Office by sending a letter of intent to the President of IUPAP, Michel Spiro, as soon as possible, but no later than 1 February 2021.

The letter of intent be written by the person taking responsibility for organising the hosting arrangements and should specify who the host institutions are, under what legal structure the Administrative Office will operate, the approximate total cost to the host of meeting the requirements set out in sections 1, 3 and 4 above, and the amount, including overheads, which the host needs to receive from IUPAP to provide those staff and facilities. The letter of intent should also outline any IUPAP activities which the host hopes to be able to sponsor.

Receipt of the letter of intent will start the process of negotiations between IUPAP and the host, and the drafting of an MOU between IUPAP and the host institution which would formalise the obligations of each party. A draft MOU could be appended to the letter of intent to speed up the process.

After consideration of the applications IUPAP will accept one of them and conclude the MOU with that host institution. It will move through that process as quickly as possible, and hopes to conclude it by 30 June 2021.

APPENDICES

| | |
|---|--------------|
| APPENDIX 1 Statutes and By Laws of IUPAP | p. 7 |
| APPENDIX 2 The Future of IUPAP | p. 15 |
| APPENDIX 3 MOU with NTU | p. 17 |

APPENDIX 1 Statutes and By Laws of IUPAP

STATUTES

The Statues of the International Union of Pure and Applied Physics (as adopted by the General Assembly, 2011)

I. Mission

A. The mission of IUPAP is to assist in the worldwide development of physics, to foster international cooperation in physics, and to help in the application of physics toward solving problems of concern to humanity.

B. IUPAP carries out this mission by sponsoring international meetings; fostering communications and publications; encouraging research and education; fostering the free circulation of scientists; promoting international agreements on symbols, units and nomenclature; and cooperating with other organisations on disciplinary and interdisciplinary problems.

II. Membership

A. The members of IUPAP are communities of physicists engaged in independent scientific activity each within a definite territory and listed under a name that avoids any misunderstanding about the territory represented. The word “territory” does not imply any political position on the part of the Union which seeks to assist physicists everywhere in carrying out its mission.

B. A member adheres to the Union through an appropriate body: either its principal scientific academy, or its national research council, or any other institution or association of institutions representing its broad physics community or, failing these, its government.

C. The adhering body will set up a Liaison Committee to maintain relations between its physics community and the Union. These Liaison Committees will, within their respective communities, encourage and promote the aims of the Union. An adhering body through its Liaison Committee designates its delegates to the General Assemblies of the Union and a Delegation Head.

D. The Union may accept as observers, regional physical societies and other international physics organizations. Observers may be invited to send a representative to Council meetings and General Assemblies but have no voting privileges.

III. General Assembly

A. The General Assembly is the highest governing body of the Union. It:

- Creates and amends these statutes (requires a two-thirds majority of those present).
- Sets and amends the procedural bylaws (requires a three-fifths majority of those present).
- Elects the Executive Council that oversees Union activities between General Assemblies.
- Elects members of its Commissions.
- Sets the members' dues.

B. The General Assembly may:

- Set policy.
- Establish or disestablish Commissions that are assigned specific tasks in their charter, and elect their members.
- Recognize a group of scientists outside of the Union as an Affiliated Commission.
- Decide to participate in interdisciplinary or other international scientific bodies.
- Accept new members.

C. The General Assembly meets every three years. The Council will call special meetings at the request of one-third of the members, or at its own request.

D. The President presides over the General Assembly. The Secretary-General is responsible for making a record of all activities.

E. Election procedures are specified in the bylaws.

F. A quorum of the General Assembly consists of sufficient members to produce two-thirds of all votes.

IV. Administration

A. An Executive Council (the Council) oversees and administers the activities of the Union between General Assembly meetings. It normally meets at least once per year.

B. The Council is composed of the President, President-Designate, ten Vice-Presidents, the Secretary-General and the Associate Secretary-General; all elected by the General Assembly, plus the immediate Past President. At least one of the members shall be from a developing country.

C. The term of office of Councillors normally begins and ends at the end of each General Assembly. In exceptional circumstances the General Assembly may extend the term of office.

D. The President may not be re-elected. The President-Designate normally will be elected to the Presidency. Five of the Vice-Presidents shall be elected at large and may be re-elected once. Five Vice-Presidents shall be elected from among the Chairs of the Commissions. Consideration shall be given to an appropriate sub-disciplinary balance on the Council. If the President is unable to serve, the President-Designate shall assume the Presidency. The Council may fill any other vacancy that occurs between General Assemblies.

E. The Council has all of the authority of the General Assembly between General Assemblies except those items specified in Section III of these statutes, subject to ratification at the next General Assembly. It may fill vacancies in the Commissions that occur between General Assemblies.

F. The Secretary-General carries out the administration of the affairs of the Union with the assistance of the Associate Secretary-General.

G. The Council shall appoint an auditor to certify an annual financial report.

V. Commissions

A. The Commissions promote the objectives of the Union within their areas of expertise and provide advice to IUPAP on the activities and needs of the subfields of physics they represent.

B. The Commissions are elected according to procedures specified in the bylaws. Affiliated Commissions are groups of scientists recognized by the General Assembly but appointed by other scientific bodies.

VI. Funding

A. A member joins the Union with a number of shares negotiated by the Council and approved by the General Assembly. A member's dues are equal to the number of shares multiplied by the dues per share determined by the General Assembly.

B. Dues are payable on the first day of each year, and are the responsibility of the adhering bodies.

C. A member in arrears for three years loses its right to vote in the General Assembly. A member in arrears for six years is excluded from the Union. Any member ceasing to belong to the Union forfeits all rights to Union assets.

D. In exceptional circumstances, the Council may make a temporary adjustment to a member's dues.

E. Dues may be used to cover administrative expenses as well as carrying out activities in furtherance of the Mission of the Union.

F. The Union may accept grants, contracts, and donations in furtherance of its mission.

VII. General Assembly Voting Rights and Procedures

A. The number of votes of a member is related to its number of shares as follows: one share gives one vote; two or three shares give two votes; four to six shares give three votes; seven to nine shares give four votes; ten to fifteen shares give five votes; sixteen or more shares give six votes.

B. Members paying less than one share have no vote.

C. The number of official delegates a member has to the General Assembly is equal to its number of votes.

D. Each Chair of a Commission or an Affiliated Commission, or, in the Chair's absence, its Vice-Chair or Secretary is an official delegate and has one vote.

E. Members of the Council who are not also Commission Chairs do not vote, except that the President may vote to break tie votes.

F. Motions concerning scientific issues will be decided by a majority of the individual official delegates present and voting.

G. On all other motions, the Heads of Delegations cast all of the delegation's votes. The question is decided by a majority of votes cast.

H. In the event of a question on the category of a motion, the President will decide.

I. A member whose delegation is unable to attend may submit a written vote to the Secretary-General on any matter on the initial agenda. It must be received before the vote to be valid. It is not possible to extend this privilege to questions arising at the General Assembly.

VIII. Duration of the Union

A. The life of the Union is not limited.

B. In the event of dissolution of the Union, requiring a two-thirds majority of the votes of the members, the remaining assets of the Union will be allocated by the General Assembly to one or more educational, charitable or scientific organizations.

IX. Domicile

A. The legal domicile of the Union shall be Switzerland.

BYLAWS

Bylaws of the International Union of Pure and Applied Physics (as adopted by the General Assembly, 2011)

I. General Assembly

- **Location**
 - The Council determines the site and date of a General Assembly and notifies the members at least six months in advance.
- **Agenda**
 - The agenda of the General Assembly is to be sent to all members at least three months in advance.
 - The agenda may be modified at the General Assembly by a majority of the votes of the members present.
 - All Commissions, Working Groups, Affiliated Commissions, and Inter-Union Committees shall make a written report. The Council shall designate any that are to make an oral presentation.
- **Observers**
 - In addition to a member's official delegation, all other members of Liaison Committees may attend without vote.

- The President may invite guest observers without vote as deemed appropriate

II. Commissions

- **Membership**

- Commissions shall be composed of a Chair, Vice-Chair, Secretary and eleven other members.
- Normally, there shall be no more than one commission member from any member. Some Commissions may believe their work would be hindered by this rule. They may ask the Council for an exception. If the Council believes the exception is warranted, it will propose an exception to the General Assembly for ratification before the election.
- Commissions may have important links to other Commissions, scientific unions or international organizations. Each Commission may propose to the Council up to four associate members. The Council will appoint associate members about one year after the election of regular members. Associate members do not vote at Commission meetings and are not eligible for IUPAP travel funds.
- To the extent practical, at least one member shall be from industry. If a Commission believes that this requirement is not practical, it shall inform the Council of its reasoning.
- When new Commissions are formed the Council will make ad hoc arrangements for membership by until the normal rotation of membership can be established.

- **Terms of Office**

- All elections are for a term of three years.
- Chairs may not be re-elected to any position on the Commission beyond their term as Chair, and Vice-Chairs and Secretaries may not be re-elected to the same positions nor be re-elected as an ordinary member – except in extraordinary circumstances, and, in such circumstances, special approval by the General Assembly is required. Ordinary members may be elected twice.
- Normally the Secretary, Vice-Chair and Chair are to be chosen from among those who have served at least one term on the Commission.
- Service in all capacities shall not exceed three terms.

The General Assembly may grant exceptions for those Commissions that undertake long-term projects or where continuity is particularly important.

III. Election

Procedure

• **Nominations**

- A call for nominations to Commissions and the Council shall be sent to all Liaison Committees and Commissions at least six months before a General Assembly.
- Nominations from Liaison Committees must be received by the Secretary-General no later than four months before a General Assembly. Nominations from Commissions must be received no later than six weeks before a General Assembly. A statement of the candidate's qualifications sufficient to allow an evaluation of the candidate must accompany nominations. It is preferred that nominations be submitted electronically.
- The Council will prepare a slate of nominees for the Commissions and Council from the nominations and may itself suggest names (in which case a statement of qualifications will be prepared). Special consideration will be given to continuity, geographic distribution, and coverage of major sub-fields within the Commissions. Delegates will receive the slate of nominees at the start of the General Assembly.
- Liaison Committees may resubmit nominations at the General Assembly of persons not on the Council's slate, but these renominations must be supported by at least one other delegation. The Council then will prepare a final ballot with its recommendations and list any renominations for a position.
- It may be necessary because of unforeseen circumstances, such as the unavailability of a candidate, to make nominations at the General Assembly. If so, nominations can be made by the Heads of Delegations, Commission Chairs, or members of the Council. Such nominations require a seconder.

• **Elections**

- If more names are included on the final ballot than there are positions, the election will be by secret ballot. Each Delegation Head will vote its block of votes.
- Two tellers appointed by the General Assembly count votes. Assistance may be provided, if desired, by Secretariat personnel

IV. Conferences

- **Sponsorship**
 - The Union may sponsor and contribute to the support of conferences related to its mission. The Council in consultation with the Commission Chairs grants sponsorship.
- **Procedures**
 - The Council may set rules for sponsorship. Such rules should be clearly posted on the Union's website.
 - Liaison Committees should be promptly informed of conferences proposed to take place in their territory.

V. Statements

- **Authority**
 - Statements in the name of IUPAP may only be made by majority vote of the General Assembly.
 - It may be necessary between General Assemblies for the Council to issue a statement on a pressing issue. The Council by majority vote may issue such statements in the name of the IUPAP Council.
 - Commissions may issue statements in their area of expertise subject to approval by the President.

APPENDIX 2 The Future of IUPAP

The future of IUPAP

During the three years between now and 2023, the year of the centenary of our first General Assembly, the International Union of Pure and Applied Physics (IUPAP) will be continuing its major initiatives of the past, commencing new activities, and working with our members to decide the format we will have in our second century in order to continue to fulfil our mission, “to assist in the worldwide development of physics, to foster international cooperation, and to help in the application of physics toward solving problems of concern to humanity”.

IUPAP at present

IUPAP has 60 members which are organisations representing physicists in 60 countries or regions around the world. It does not have individual members or corporate members. Its income is primarily the dues paid by its members, supplemented from time to time by grants to permit it to carry out projects. It has just one staff member, and depends on volunteers to do its work — in the executive council (16 volunteers), 19 commissions (about 250 volunteers), 11 working groups (about 100 volunteers), and the 60 liaison committees of its members (about 250 volunteers).

These volunteers are working to realise the mission by sponsoring international meetings and awards; fostering communications within physics community, and with general public; encouraging research and education; fostering free circulation of scientists; promoting international agreements on symbols & units; and cooperating with other organisations on disciplinary and interdisciplinary problems.

Activities which we have worked very hard on for some time and will be continuing include:

1. Reducing the Gender Gap in Physics and empowering women in Physics.
2. In the last three years we have played a major role in a project to reduce the Gender Gap in the Sciences, and will be continuing this project in conjunction with many other scientific unions.
3. Promoting the teaching of physics, and research in physics, in less developed countries. In particular we have conducted many workshops in these countries which have led to a better realisation of the way in which physics can contribute to their development.
4. We have, through our Young Scientist Prizes, enhanced the recognition of the vital role that young physicists play. We want to build on that by finding more ways to incorporate these young physicists into our activities.
5. IUPAP has long worked to ensure that the interaction between physicists from different countries, which is key for the progress of physics, can continue even when relations between the countries are strained. In the present international climate this activity is as important as it was 50 years ago.

New activities being developed to play a key role in IUPAP

1. IUPAP is leading fellow unions and other partners to promote and to organise an International Year for Basic Sciences for Sustainable Development in 2022. In 2019 UNESCO recommended that the United Nations proclaim this International Year. We are now working hard to bring that UN proclamation into place.
2. Managing the international conferences that IUPAP sponsors in a way that does not unreasonably contribute to CO2 emissions has become an important marker of our ethical behaviour. Perhaps the way in which these conferences are managed in face of the restrictions on meetings and travel during the Covid-19 pandemic will help us find the best way to advance in this regard.
3. The majority of physicists do not work in research and academic institutions, but in industry, companies and government. We have established a working group on physics in industry to help us develop better connections with these physicists and to use these connections to better use physics to promote development.
4. To strengthen IUPAP and to expand its worldwide connections we are actively recruiting new members.

Entering our second century

We are consulting our 60 members to find out how they want their organisation to change to better carry physics and physicists forward. This will help us to better satisfy our members and hopefully to attract new members. We will be holding our 30th General Assembly in Beijing in October 2021 as an opportunity to remodel IUPAP and to bring that new IUPAP to the 31st General Assembly.

The launch of the International Year of Basic Sciences for Sustainable Development will be a part of the IUPAP Centenary Celebrations, with a Symposium taking place in Geneva and involving CERN and the local community (to this end we have already established contact with Fondation H. Dudley Wright)

We will be bringing revised Statutes to the 2021 General Assembly to provide a framework for this remodeling.

During the difficult times of the Covid-19 pandemic, we believe that people are learning to appreciate the value of science and scientific expertise, of shared reliable information, of collaborative efforts and of informed decisions. This will be an asset for the future and for the world not only to fight against epidemics but also to face global challenges like global warming, loss of biodiversity, waste management, shortage of clean water, clean energy and sustainable development and to reinforce, in that way, worldwide friendship and peace.

On all these aspects, physicists and physics and, more generally, basic sciences and scientists can and must contribute by:

- Developing smart and powerful modelling.
- Inventing new tools, if possible widely affordable and clean from the point of view of the environment.
- Sharing knowledge and allowing remote access to tools and data, but also continuing to promote the necessary face to face interaction that will lead to a better understanding of each other, acceptance of diversity and peace.
- Engaging in outreach activities to attract more young people to STEM fields and keeping citizens informed of the latest advances of science.

APPENDIX 3 MOU with NTU

MEMORANDUM OF UNDERSTANDING
BETWEEN

NANYANG TECHNOLOGICAL UNIVERSITY

AND

THE MEMBERS OF THE INTERNATIONAL UNION OF PURE AND APPLIED
PHYSICS

AND

THE INTERNATIONAL UNION OF PURE AND APPLIED PHYSICS SINGAPORE
LIMITED

This Memorandum of Understanding (“**MOU**”) is made on this 15th day of June 2017 between:

- (1) **NANYANG TECHNOLOGICAL UNIVERSITY**, located at 50 Nanyang Avenue, Singapore 639798 (“**NTU**”);

and

- (2) **THE MEMBERS OF THE INTERNATIONAL UNION OF PURE AND APPLIED PHYSICS**, Nanyang Technological University, #02-18, 60 Nanyang View, Nanyang Executive Centre, Singapore 639673 (“**IUPAP**”);

and

- (3) **THE INTERNATIONAL UNION OF PURE AND APPLIED PHYSICS SINGAPORE LIMITED**, a public company limited by guarantee, incorporated in Singapore (**201437064G**), located at Nanyang Technological University, #02-18, 60 Nanyang View, Nanyang Executive Centre, Singapore 639673, (“**IUPAP-SG**”);

which shall hereinafter be collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS

- (A) NTU has special interest, knowledge and expertise in pure and applied physics research and education.
- (B) IUPAP has its mission to assist in the worldwide development of physics, to foster international cooperation in physics, and to help in the application of physics toward solving problems of concern to humanity.
- (C) IUPAP-SG was established to carry out the work of the IUPAP in Singapore and process financial payments on its behalf.
- (D) The Parties are desirous of promoting research and education activities of mutual interest in the areas of pure and applied physics, in accordance with their respective needs and objectives. The Parties shall, by joint agreement, **work together to carry out the business of IUPAP**.

1. Background

- 1.1. In accordance with its usual practice of moving its administrative office to a new host about every six years, on 1 January, 2015, the IUPAP moved its secretariat and administrative office to Singapore, one of its member countries. As per the Minutes of the IUPAP 28th General Assembly (November 5 to 7, 2014), IUPAP accepted the invitation from NTU to locate the IUPAP secretariat and administrative office at NTU.

2. Term and Termination

- 2.1. This MOU shall be effective from 1 January 2015 and shall remain in force until 31 December 2020. Any Party may terminate this MOU by giving two (2) months written notification of its desire to terminate to the other Parties. This MOU can be extended, by mutual written agreement of all the Parties.
- 2.2. Upon termination of this MOU for any reason, any continuation of the relationship between IUPAP and NTU and IUPAP-SG shall be formalised in a separate agreement between those Parties.

3. Provisions

- 3.1. During the term of this MOU, NTU shall provide:
 - 3.1.1. offices for the operations of IUPAP and IUPAP-SG;
 - 3.1.2. IT access for the operations of IUPAP and IUPAP-SG, and host the IUPAP website;
 - 3.1.3. give ad hoc legal assistance including reviewing documentation to go on the IUPAP website and drafting agreements with external parties;
 - 3.1.4. an appropriate number of qualified staff to assist the operations of IUPAP and IUPAP-SG.
- 3.2. The NTU staff shall undertake the following duties, under the supervision of the IUPAP Secretary General or their nominee:
 - 3.2.1. maintain the IUPAP website;
 - 3.2.2. carry out all the administration of IUPAP including, but not limited to, receiving members' dues, handling correspondence, maintaining records and arranging meetings/conferences, all as agreed with IUPAP;
 - 3.2.3. process and pay all expenses, invoices and sponsorship and finance (including paying out of prizes);
 - 3.2.4. manage the bank accounts of IUPAP-SG and invest funds as authorised by the Secretary General of IUPAP;
 - 3.2.5. generate a separate record and analysis of all income, expenditure, and accruals in the accounts of IUPAP-SG provide copies of these records at the end of each month to the Secretary-General, President, Immediate-Past-President and President-Designate of IUPAP and the Directors of IUPAP-SG;

- 3.2.6. on the basis of these monthly records update a statement of IUPAP income and expenditure for the year to date and the triennium to date;
 - 3.2.7. manage the production of the quarterly bulletin as well as the publication of general reports and white papers of IUPAP;
 - 3.2.8. support the annual meetings of the Executive Council and Commission Chairs of IUPAP, including provision of papers for the meetings, producing minutes of the meetings, ensuring that actions agreed at the meeting are undertaken and attending the meetings, wherever they may be held;
 - 3.2.9. support the triennial meetings of the General Assembly of IUPAP, including provision of papers for the meetings, producing minutes of the meetings, ensuring that actions agreed at the meeting are undertaken and attending the meetings, wherever they may be held;
 - 3.2.10. prepare year end accounts of the IUPAP-SG and file these, and any other statutory information, with the appropriate authorities in Singapore;
 - 3.2.11. arrange for an independent audit of the accounts of the IUPAP-SG to be conducted annually;
 - 3.2.12. organise the meetings of the Directors of IUPAP-SG and the annual meeting of IUPAP-SG, including issuing notices and papers for the meetings, and producing reports of the meetings;
 - 3.2.13. make the tax filings of IUPAP-SG to the Singapore IRAS;
 - 3.2.14. obtain levels of insurance agreed with IUPAP.
- 3.3. IUPAP shall ensure that the contributions of NTU in supporting IUPAP are acknowledged prominently on the home page of the IUPAP website, in posters and in other publications issued by IUPAP, on the IUPAP letterhead, and in other ways as opportunities arise.
- 3.4. NTU shall likewise acknowledge that it hosts the IUPAP office in appropriate ways.

4. Financial Support

- 4.1. NTU, subject to the following clause 4.2, shall receive partial compensation from IUPAP-SG for items listed in section 3 and any other costs incurred for hosting the IUPAP and IUPAP-SG.

- 4.2. The total funds used by IUPAP-SG for the items in sections 3, and for other costs incurred in administering IUPAP-SG, shall not exceed €40,000 per year. Hence the compensation to NTU shall not exceed €40,000 per year.
- 4.3. Notwithstanding anything included within this MOU, the Parties acknowledge that it is the responsibility of IUPAP-SG and the Secretary General of IUPAP to ensure that all the funds administered by IUPAP-SG via its accounts are used appropriately and for the specific purposes designated by IUPAP. This shall not be the responsibility of NTU.

5. General Provisions

- 5.1. Nothing in this MOU shall create, or be deemed to create, a partnership or joint venture or the relationship of principal and agent or employer and employee between any of the Parties and no Party has any right or authority to bind or to make any representation or warranty on behalf of any of the other Parties.
- 5.2. This MOU constitutes the entire understanding between the Parties with respect to the subject matter and supersedes all prior agreements, negotiations and discussions between them relating to that subject. This clause is not intended to exclude any Party's liability for fraudulent misrepresentation.
- 5.3. So far as the law allows, the total liability of NTU in contract, tort (including negligence or breach of statutory duty) or otherwise in connection with this MOU shall be limited to the amounts paid by IUPAP-SG to NTU under this MOU in the relevant calendar year. NTU shall not be liable to IUPAP, IUPAP-SG or any third party for any special, indirect or consequential loss or damage of any nature whatsoever and howsoever caused, irrespective of whether it was foreseeable by, or the possibility is or has been brought to the attention of NTU. Notwithstanding this, NTU does not exclude or restrict its liability for fraud or for death or bodily injury caused by the negligence of NTU or its employees while acting in the course of their duties.
- 5.4. So far as the law allows, the total liability of IUPAP and IUPAP-SG in contract, tort (including negligence or breach of statutory duty) or otherwise in connection with this MOU shall be limited to the amount specified in §4 less any payments already made to NTU and others in the current calendar year for the administration of the affairs of IUPAP and IUPAP-SG. IUPAP and IUPAP-SG shall not be liable to NTU or any third party for any special, indirect or consequential loss or damage of any nature whatsoever and howsoever caused, irrespective of whether it was foreseeable by, or the possibility is or has been brought to the attention of, IUPAP or IUPAP-SG. Notwithstanding this, IUPAP and IUPAP-SG do not exclude or restrict its liability for fraud or for death or bodily injury caused by the negligence of IUPAP and IUPAP-SG or its officers or employees while acting in the course of their duties.

6. Amendments

- 6.1 No amendment or variation of this MOU shall be effective unless made in writing and signed by a duly authorised representative of each of the Parties.

7. Governance and Compliance with Laws

- 7.1 This MOU shall be governed by and construed according to the laws of Singapore and the Parties submit to the exclusive jurisdiction of the Courts of Singapore.

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Acceptance and Approval of this MOU between NTU, IUPAP and IUPAP-SG to be executed on the date first above written.

For and on behalf of NTU
Name: Bertil Andersson
Designation: NTU President

Date

For and on behalf of IUPAP
Name: Bruce McKellar
Designation: IUPAP President

Date

For and on behalf of IUPAP-SG
Name: Kok Khoo Phua
Designation: Director, IUPAP-SG

Date