

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION
OF PURE AND APPLIED PHYSICS SINGAPORE LTD**

AND

**THE TRIESTE INTERNATIONAL FOUNDATION
FOR PROGRESS AND FREEDOM OF SCIENCES**

This Memorandum of Understanding (“**MOU**”) is made on the 1st of July between:

(1) **THE INTERNATIONAL UNION OF PURE AND APPLIED PHYSICS, SINGAPORE LTD.** (Company Registration 201437064G, Incorporated in the Republic of Singapore)

And

(2) **THE TRIESTE INTERNATIONAL FOUNDATION FOR PROGRESS AND FREEDOM OF SCIENCES**, Strada Costiera 11 (at ICTP) Trieste Italy, Fiscal Code 90035410324

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

WHEREAS

- (A) One of the aims of FIT is to promote and support the progress, freedom and diffusion of sciences in their peaceful applications, fostering international scientific and technological initiatives. It aims to favour the co-operation of the University and research institutions in Trieste with other international institutions and it supports projects and proposals for international scientific co-operation.
- (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) 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, the IUPAP moves its administrative office to Trieste (Italy), one of its member countries, as communicated in the letter of the 17th of March 2021 by the President of IUPAP.

2. Term and Termination

- 2.1. This MOU shall be effective from the 1st of July 2021 and shall remain in force until the 31st of December 2023.
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 FIT shall be formalised in a separate

agreement between those Parties.

3. Provisions

3.1. During the term of this MOU, FIT shall provide:

- 3.1.1. offices for the operations of IUPAP and IUPAP-Singapore Company (SG) (or what could be substituted to it);
- 3.1.2. IT access for the operations of IUPAP and IUPAP-SG (or what could be substituted to it);
- 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 (or what may be substituted to it), identified in two persons respectively at 80% and 20% of their time for administrative tasks and one at 50% of his/her time to collaborate for the public communication of IUPAP activities.

3.2. The FIT staff shall undertake the following duties, under the supervision of the IUPAP Secretary General or their nominee:

- 3.2.1. hosting (as agreed with IUPAP) and updating of the IUPAP website (whereas major software or structural changes, if needed, are not included in the present agreement);
- 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 (or what may be substituted to it) and invest funds as authorised by the Secretaries General of IUPAP;
- 3.2.5. generate a separate record and analysis of all income, expenditure, and accruals in the accounts of IUPAP-SG (or what may be substituted to it), provide copies of these records at the end of each month to the Secretaries-General, President, Immediate-Past-President and President-Designate of IUPAP and the Directors of IUPAP-SG (or what may be substituted to it);
- 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 (or what may be substituted to it) and file these, and any other statutory information, with the appropriate authorities;
 - 3.2.11. organise the meetings of the Directors of IUPAP-SG (or what may be substituted to it) and the annual meeting of IUPAP-SG (or what may be substituted to it), including issuing notices and papers for the meetings, and producing reports of the meetings;
 - 3.2.12. arrange for an independent audit of the accounts of the IUPAP-SG (or what may be substituted to it) to be conducted annually;
 - 3.2.13. obtain levels of insurance agreed with IUPAP.
- 3.3. IUPAP shall ensure that the contributions of FIT 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. FIT shall likewise acknowledge that it hosts the IUPAP office in appropriate ways.

4. Financial Support

- 4.1. IUPAP has an annual income of approximately 500,000 (five hundred thousand) EUR.
- 4.2. FIT, subject to the following clause 4.2, shall receive 35.000 Euros from IUPAP-SG (or what may be substituted to it) as a partial compensation of the services provided in 3.1. FIT shall therefore undertake the tasks listed in 3.2 with the understanding that the disbursements connected with the operations listed in 3.2 will be charged on the IUPAP general budget.
- 4.3. The first payment to FIT concerning the year 2021 will be done within one month from the signature of this MOU, and in any case as soon as it will be possible. The amount of this first installment will be in proportion of the number of months worked in the year. The payments to FIT concerning the years 2022 and 2023



(and eventually the followings years) will be done within the month of January of each year.

- 4.3. Notwithstanding anything included within this MOU, the Parties acknowledge that it is the responsibility of IUPAP-SG (or what may be substituted to it) and the Secretaries General of IUPAP to ensure that all the funds administered by IUPAP-SG (or what may be substituted to it) via its accounts are used appropriately and for the specific purposes designated by IUPAP. This shall not be the responsibility of FIT.

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 FIT 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 FIT under this MOU in the relevant calendar year. FIT 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 FIT. Notwithstanding this, FIT does not exclude or restrict its liability for fraud or for death or bodily injury caused by the negligence of FIT 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 (or what may be substituted to it) 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 FIT and others in the current calendar year for the administration of the affairs of IUPAP and IUPAP-SG (or what may be substituted to it). IUPAP and IUPAP-SG (or what may be substituted to it) shall not be liable to FIT 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 (or what may be substituted to it). Notwithstanding this, IUPAP and IUPAP-SG (or what may be substituted to it) 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 what may be substituted to it) 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 Italy and the Parties submit to the exclusive jurisdiction of the Courts of Italy

Acceptance and Approval of this MOU between IUPAP and FIT to be executed on the date first above written.

For and on behalf of IUPAP



Michel SPIRO
President IUPAP
Director IUPAP-SG

For and on behalf of FIT



Stefano FANTONI
FIT President

Date 1st of July 2021