

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 15 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.

Bertil Andersson

15/6 2017

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

Date

Bruce HJ McKellar

2nd June 2017

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

Date

J. ...

6/6/2017

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

Date