

APCTP Membership Agreement

This Agreement is entered into and effective as of March 24, 2017 by the Asia Pacific Center for Theoretical Physics, Pohang, Korea (hereinafter referred to as "APCTP") and the Wuhan Institute of Physics and Mathematics, Chinese Academy of Sciences, Wuhan, China (hereinafter referred to as "WIPM-CAS").

Article 1. Purpose

The purpose of this Agreement is to promote cooperation between the two involved parties in leading research in theoretical physics, facilitating international collaboration, and contributing to the advancement of physics in the Asia-Pacific region.

Article 2. Objectives

The Agreement shall engage in the following objectives in order to achieve the purpose under Article 1 hereof:

- (1) To cooperate in joint research and academic activities in theoretical physics.
- (2) To educate and train theoretical physicists, in particular young scientists.
- (3) To support all related research activities in theoretical physics.

Article 3. Member Institute and Obligations

The WIPM-CAS agrees to become a member institute of the APCTP on behalf of China and its physics community.

- (1) The WIPM-CAS as a member institute shall strive to achieve the objectives under Article 2 hereof.
- (2) The WIPM-CAS shall contribute the fixed amount determined by the Board of Trustees each year. However, the membership due can be reduced by a decision by the Board of Trustees, with 2/3 or more of all Trustees voting in favour.
- (3) Member institutes representing China can nominate a member for the General Council to represent China upon request.

Article 4. Benefits

- (1) Scientists in member countries shall receive benefits of APCTP activities with a higher priority within the limit of APCTP budget.
- (2) The WIPM-CAS can advise the APCTP on the coordination of its cooperative activities with member countries.
- (3) If the WIPM-CAS fails to satisfy its obligation as a member institute, the corresponding member country shall not be provided benefits.

Article 5. Guidelines for Cooperation

The following general guidelines for cooperation will be observed under this Agreement.

- (1) Both parties agree that new intellectual property, such as outcomes from any performed research such as data, theses, reports, as well as publications, translations and reprints in scientific or related journals, at all times remain owned by the party who produces said outcomes.
- (2) Both parties agree that any specific research projects emanating from joint activities will be covered by separate written agreements that prevail over this MoU.
- (3) Both parties agree that any background intellectual property remains owned at all times by the party that makes said background intellectual property available.
- (4) Any claims on Intellectual Property Rights under this Agreement shall be settled by amicable negotiation between both parties.
- (5) Both parties agree that it will not make use of, disseminate, or in any way disclose any important information of the other party to any person, institute, firm or business without mutual consent.

Article 6. Effect of Signature

- (1) Each party signing this Agreement intends that it shall take effect as an instrument under seal.
- (2) This Agreement is valid for three years.

Article 7. Revision

This Agreement may be modified by mutual consent, and the revised Agreement will be in effect from the date of signature.

Article 8. Termination

The WIPM-CAS can secede by notifying its intention to the Executive Director, or by a decision by the Board of Trustees, with 2/3 or more of all Trustees voting in favour.

In witness where of, two parties hereto have executed this Agreement in duplicate as of the date and the year written below.

Date: *April 17, 2017*

Won Namkung

Prof. Won Namkung
Acting President
Asia Pacific Center for Theoretical Physics

Date: *May 3, 2017*

Maili Liu

Prof. Maili Liu
Director
Wuhan Institute of Physics and
Mathematics, Chinese Academy of
Sciences