

The APCTP Membership Agreement

This Agreement is made this March 29, 2008 by Asia Pacific Center for Theoretical Physics, Hogil Kim Memorial Bldg. 5th floor, POSTECH, San 31 Hyoja-dong, Nam-gu, Pohang, Gyeongbuk 790-784, Republic of Korea (hereinafter called "APCTP") and India Association for the Cultivation of Science, 2A & B, Raja S C Mullick Road, Jadavpur, Kolkata 700 032, India (hereinafter called "IACS").

Article 1. Purpose

The purpose of this agreement is to promote the cooperation between 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

This agreement shall engage in the following objectives in order to achieve the purpose under Article 1 hereof:

- (1) Cooperate in joint research and academic activities in the theoretical physics
- (2) Educate and train physicists, in particular, young scientists
- (3) Support all related research activities in the theoretical physics

Article 3. Member Entity and Obligation

The IACS, representing the Department of Science and Technology, Government of India, agrees to become a Member Entity of APCTP on behalf of India.

- (1) The IACS as a Member Entity shall make best efforts to achieve the objectives under Article 2 hereof.
- (2) The IACS shall contribute no less than 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) The IACS shall nominate a member for the General Council to represent the member country upon request.

Article 4. Benefit

- (1) Scientists in member countries shall receive the benefits of APCTP activities with a higher priority within the limits of APCTP budget.
- (2) The IACS can advise APCTP on the coordination of its cooperative activities with member countries.

- (3) If the IACS fails to satisfy its obligation as a Member Entity for more than three (3) years, the corresponding member country shall not be provided the benefit.

Article 5. Guidelines for Cooperation

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

- (1) Both parties reserve the inclusive right of the outcome of any research performed such as data, theses, reports, and any kind of material, and publishing, translating, or reprinting in scientific or related journals.
- (2) Each of the parties agrees 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.
- (3) Any claims about the Intellectual Property Right under this agreement shall be settled by amicable negotiation between parties.

Article 6. Effect of Signature

- (1) Each party signing this Agreement intends that it shall take effect as an instrument under seal.
- (2) It will be automatically extended, unless either party gives six month's advance notice in writing to terminate the agreement.

Article 7. Revision

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

Article 8. Termination

The IACS 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 whereof, two parties hereto have executed this agreement in duplicate as of the date and year written below.

Date: *March 29, 2008*

Date: *March 29, 2008*

Peter Fulde

Peter Fulde
President

Asia Pacific Center for Theoretical Physics

Dipankar Das Sarma

Dipankar Das Sarma

On behalf of

Debashis Mukherjee

Director

India Association for the Cultivation of Science