

Signature of the IPPOG Memorandum of Understanding

Introduction

The International Particle Physics Outreach Group (IPPOG) was formed in 1997 as the European Particle Physics Outreach Group (EPPOG), under the auspices of the European Committee for Future Accelerators (ECFA) and the High Energy and Particle Physics Board of the European Physical Society (EPS-HEPP). Today, IPPOG benefits from contributions from among 27 countries, two large laboratories (CERN and DESY) and five international scientific collaborations.

CHIPP, through its preceding organisation, the 'HEP Forum', has a long-standing history in IPPOG (formerly EPPOG) – to which it adhered in 1997. Claude Joseph (University of Lausanne) was the first Swiss delegate in EPPOG followed by Günther Dissertori, who was the Swiss delegate in EPPOG until 2009. Hans Peter Beck was then elected by CHIPP to represent Switzerland in this organisation and he became the co-chair of IPPOG in January 2013. IPPOG is now in its transition to become a Collaboration of its own right. In this view, a Memorandum of Understanding (MoU) was prepared after long discussion involving all current members and most importantly, the CERN Legal Service team.

CHIPP – as representative of Switzerland in particle physics – is now asked to sign this MoU to become a member of IPPOG. The associated yearly membership fee is based on the Gross Domestic Product (GDP) of the country and is projected to be 3'000 € for Switzerland. A funding request to cover this amount (3'000 CHF) has been submitted to the MAP Platform of SCNAT at the end of August and received full support according to the budget table of 2017, although official confirmation will only come in March 2017.

The IPPOG cover letter addressed to the CHIPP Chair and the full MoU are attached below.

Proposal

Based on this positive response by SCNAT on the financial aspect and the importance to give IPPOG the means to continue and strengthen its outreach activities, the CHIPP EB is supporting the signature of the IPPOG MoU.

The Board (applying Article 27, litt. q of the Statutes) is invited

- **to approve** the signature of the IPPOG Memorandum of Understanding by CHIPP, representing Switzerland.

Required majority: simple



INTERNATIONAL PARTICLE PHYSICS OUTREACH GROUP

Prof. Dr. Tatsuya Nakada
Chairman of CHIPP
BSP 615 (Cubotron UNIL)
Rte de la Sorge
CH-1015 Lausanne
Switzerland

Geneva, 12 September 2016

Memorandum of Understanding establishing the International Particle Physics Outreach Group (IPPOG) Collaboration

Dear Prof. Dr. Nakada

We are pleased to address this letter to you as the representative of your country's [organization's] interests in the field of particle physics outreach, and as an active contributor to IPPOG, the International Particle Physics Outreach Group.

As you know, IPPOG was formed in 1997 as the European Particle Physics Outreach Group, under the auspices of the European Committee for Future Accelerators (ECFA) and the High Energy and Particle Physics Board of the European Physical Society (EPS-HEPP). Today, IPPOG benefits from contributions from among 27 countries, two large laboratories¹ and five international scientific collaborations.

A significant share of our efforts is designed to motivate young people to pursue careers in science, technology, engineering and mathematics. The annual 'International Masterclasses in Particle Physics' involving 13'000 students, each of whom becomes 'A Scientist for a day' at 200 institutes across 47 countries are an outstanding example of IPPOG's collaborative work.

Today, particle physics has become a global activity, with experimental collaborations featuring thousands of researchers from all over the world.

Commensurate with this reality, IPPOG as well needs to evolve to cover more countries, laboratories and experiments in the areas of particle physics, astrophysics and associated technologies.

¹ CERN and DESY

In particular, IPPOG should be given a formal, albeit simple, organizational structure so as to guarantee the sustainability of its work. This means as well that IPPOG should be able to rely on some basic regular funding as well as in-kind contributions.

Based on the existing IPPOG model, we have over the past few months carefully examined various elements for such a formal structure, and we have extensively consulted with stakeholders.

The attached Memorandum of Understanding ('MOU'), which is similar to existing instruments used for international scientific collaborations in particle physics, reflects these efforts.

The MOU:

- Is not legally binding. IPPOG will continue to be based on trust and best efforts;
- Sets out IPPOG's objectives, governance, including decision-making;
- Allows for a transition to full membership through a specific candidate status;
- Provides for financial and in-kind contributions by all IPPOG members, with the annual membership fee for countries, depending on GDP, ranging between 1000€ and (a maximum of) 5000€; and for laboratories and institutes, as well as scientific collaborations to be negotiated individually and subject for agreement by the IPPOG Collaboration board.

You are cordially invited to sign the attached MOU on behalf of CHIPP representing Switzerland, thus signing up for membership of IPPOG, and to nominate a representative for the purpose of attending meetings of the IPPOG Collaboration Board.

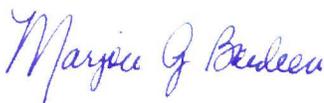
As stipulated in article 12.1 of the MOU, it shall enter into force upon its signature by at least ten signatories.

This is a milestone in the life of IPPOG and we are most grateful for your contribution to its continued success.

Sincerely yours,



(Hans-Peter Beck, IPPOG Co-Chair)



(Marjorie Bardeen, IPPOG Co-Chair)



INTERNATIONAL PARTICLE PHYSICS OUTREACH GROUP

MEMORANDUM OF UNDERSTANDING Establishing The International Particle Physics Outreach Group (IPPOG) Collaboration

PREAMBLE

IPPOG is a network of scientists, researchers, science educators, explainers and communication specialists active across the globe in outreach for particle physics;

IPPOG's mission is to maximise the impact of education and outreach efforts related to particle physics;

The European Strategy for Particle Physics, as adopted and updated regularly by the CERN Council, acknowledges the important role played by IPPOG in the promotion of particle physics;

The IPPOG stakeholders recognise the need to create a formal legal structure permitting IPPOG to increase the scope and quality of its work;

This Memorandum of Understanding (the "MoU") creates the IPPOG Collaboration and sets out its governance and the rights and obligations of participants.

ARTICLE 1 PURPOSE OF THIS MOU

- 1.1 This MoU creates the IPPOG Collaboration and sets out its governance and the rights and obligations of participants.
- 1.2 This MoU is not legally binding, but its signatories recognise that the long-term success of the IPPOG Collaboration depends on their adherence to the provisions of this MoU.

- 1.3 This MoU, which includes the main body, Annexes, Addenda and amendments, constitutes the exclusive understanding governing the IPPOG Collaboration. The Annexes and Addenda shall be updated as necessary, separately from this MoU.

ARTICLE 2 MISSION

- 2.1 The mission of the IPPOG Collaboration is to maximise the impact of education and outreach efforts related to particle physics. It shall be organised in particular in working groups and activities (the “Working Groups” and the “Activities” respectively) set up by the IPPOG Collaboration Board (the “Collaboration Board”).

ARTICLE 3 MEMBERSHIP

Conditions

- 3.1 National and international governmental bodies, professional societies, laboratories and institutes, as well as scientific collaborations active in particle physics or related sciences are eligible to apply for membership. Where there is no national organisational structure or leading institute for particle physics research, relevant funding bodies are also eligible to apply for membership.
- 3.2 Membership shall be organised on a national basis such that the bodies mentioned above shall together propose one among them for membership in the IPPOG Collaboration. It is understood that international bodies, including laboratories and scientific collaborations having a significant international participation, are eligible to apply for membership in their own right.
- 3.3 Members (the “Member(s)”) shall appoint a single representative (“Representative”) to serve on the Collaboration Board. Where a Representative is elected as the Chairperson, the Member concerned shall appoint a new Representative.
- 3.4 Members shall pay an annual membership fee.
- 3.5 Members shall cover the cost of travel, accommodation and other expenses incurred in relation to membership, and in general with their participation in the IPPOG Collaboration, and shall not receive financial support from

the IPPOG Collaboration, except by a decision of the Collaboration Board where justified by exceptional circumstances.

Candidates for accession to membership

- 3.6 Current IPPOG participants shall join the IPPOG Collaboration as Members through the mechanism set out above in the course of a two-year period from the date of entry into force of this MoU. This period may be prolonged by a decision of the Collaboration Board where justified by exceptional circumstances. During this period, they shall have the status of “Candidate” with the same rights and obligations as Members, except as provided otherwise in this MoU.
- 3.7 Candidates shall appoint a single representative (the “Candidate Representative”) to serve on the Collaboration Board. Where a Candidate Representative is elected as the Chairperson, the Candidate concerned shall appoint a new Candidate Representative.
- 3.8 Candidates shall have no voting rights and no annual membership fees shall be due.
- 3.9 Candidates shall cover the cost of travel, accommodation and other expenses incurred in relation to the Candidate status, and in general with their participation in the IPPOG Collaboration, and shall not receive financial support from the IPPOG Collaboration, except by a decision of the Collaboration Board where justified by exceptional circumstances.
- 3.10 Future IPPOG participants may apply for Candidate status (or where they meet the eligibility criteria, directly for membership). The term of this status and the scope of related rights and obligations shall be as set out above.

Accession

- 3.11 Accession to membership shall be decided by the Collaboration Board by a two-thirds majority of the votes cast on the basis of a written application to the Chairperson of the Collaboration Board (the “Chairperson”) and taking into account the principles governing eligibility to apply for membership set out above.
- 3.12 Likewise, future participants wishing to be granted Candidate status shall submit a written application to the Chairperson for decision by the Collaboration Board by the same voting majority.
- 3.13 Accession to membership shall be subject to the conclusion of an Addendum to this MoU on the basis of the accession template set out in Annex I, signed by the Chairperson and an authorised representative of the

new Member. Signature of the Addendum shall imply that the Member becomes a party to this MoU.

Withdrawal

- 3.14 Members may withdraw from this MoU and accordingly terminate their membership at any time, subject to giving six-month written notice to the Chairperson and to having paid the membership fee for that year.
- 3.15 Unless decided otherwise by the Collaboration Board where justified by exceptional circumstances, the withdrawing Member shall honour any commitments made by it in respect of IPPOG activities prior to such termination notice.
- 3.16 Annual membership fees and other contributions, including in-kind contributions, shall not be reimbursed, returned or compensated.
- 3.17 Candidates wishing to withdraw from this status shall submit a written notice of their withdrawal to the Chairperson.

Default

- 3.18 Without prejudice to the mechanism set out in Article 8.7, the Collaboration Board may decide by a two-thirds majority of the votes cast to terminate this MoU in respect of a Member who is in breach of its obligations under this MoU. Termination shall become effective twelve months from the date of written notice by the Chairperson inviting the defaulting Member to remedy its breach, unless the defaulting Member has remedied the breach before this deadline.
- 3.19 Where justified by exceptional circumstances, including gross negligence, termination may take effect within a shorter deadline or immediately.
- 3.20 Annual membership fees and other contributions, including in-kind contributions, shall not be reimbursed, returned or compensated.

ARTICLE 4 GOVERNANCE

- 4.1 The bodies of the IPPOG Collaboration shall be the Forum, the Collaboration Board and the Coordination Team.

ARTICLE 5 FORUM

Mandate and composition

- 5.1 The Forum is an informal body on information exchange, including on best practices and lessons learned for outreach activities, that serves to strengthen the IPPOG Collaboration.
- 5.2 The Forum shall consist of the Chairperson, the Representatives, the Candidate Representatives, the conveners of, and participants in, Working Groups and Activities, and/or local working groups and activities, as well as of any other contributors to the execution of IPPOG's mission designated by Members or Candidates.
- 5.3 Other stakeholders may be invited by the Chairperson to attend on an ad hoc basis as observers.

Meetings

- 5.4 The Forum shall normally hold two three-day meetings a year, one of which will be hosted by a national Member and the other one by a Member who is a laboratory or a scientific collaboration having a significant international participation. Hosting shall as much as feasible rotate so as to allow geographical coverage across the IPPOG membership.
- 5.5 Meetings shall be convened by the Chairperson and shall be chaired by the latter and/or by a person acting in his or her stead, including, as the case may be, any of the Conveners of the Working Groups or Activities.
- 5.6 The Scientific Secretary shall in advance communicate agenda items for discussion and shall, following the meeting, draw up and distribute a report summarising the meeting and its conclusions.
- 5.7 The Forum is an informal body without decision-making authority. However, it may seek to obtain consensus in its discussions of specific issues.

ARTICLE 6 COLLABORATION BOARD

Mandate and composition

- 6.1 The Collaboration Board is the decision-making body of the IPPOG Collaboration. It shall consider and take decisions on all affairs of the IPPOG Collaboration, except insofar as this MoU attributes authority to other bodies. Its terms of reference (the “Terms of Reference”) are set out in Annex II.
- 6.2 The Collaboration Board shall consist of the Chairperson, the Members and the Candidates, represented by the Representatives and the Candidate Representatives respectively.
- 6.3 Each Member, through its Representative, shall have one vote in the Collaboration Board. The Chairperson shall have no vote.
- 6.4 The Collaboration Board shall take decisions by consensus or, where consensus cannot be reached or secret ballot is required pursuant to the Terms of Reference, by a simple majority of the votes cast, unless an increased voting majority is required under this MoU.
- 6.5 The first meeting of the Collaboration Board shall be convened by the incumbent IPPOG co-chairs.
- 6.6 The Collaboration Board shall, by a two-thirds majority of the votes cast, elect the Chairperson for a term of office of three years maximum, renewable once by three years maximum. Election shall normally be from among the Representatives, except where so decided by the Collaboration Board by two-thirds majority of the votes cast, from among the Candidate Representatives and the conveners of, or participants in, Working Groups and Activities, it being understood that the candidate(s) for this position shall have an existing affiliation with a Member or a Candidate Member. The Chairperson shall be elected by a two-thirds majority of the votes cast.
- 6.7 The Representatives may decide to elect two (2) Chairpersons in accordance with the Terms of Reference. If two (2) Chairpersons are elected, any reference in this MoU to “the Chairperson” shall be deemed to be a reference to both Chairpersons. The same voting majority shall apply to any decision by the Collaboration Board to remove a Chairperson before the end of his or her term.
- 6.8 The Chairperson shall be the legal representative of the IPPOG Collaboration. It is understood that, should two (2) Chairpersons be elected, each Chairperson may individually legally represent the IPPOG

Collaboration, provided that he or she shall have secured the other Chairperson's prior agreement to the action concerned.

- 6.9 The cost of travel, accommodation and other expenses necessarily incurred by the Chairperson in the execution of his or her mandate shall be covered by the IPPOG Collaboration.
- 6.10 The names and contact details of the Chairperson, Members and Candidates, as well as of Representatives and Candidate Representatives, shall be published on the website of the IPPOG Collaboration.
- 6.11 Members and Candidates shall notify the Chairperson of a change of their Representative.

Collaboration Board sessions

- 6.11 The Collaboration Board shall meet in ordinary session during the biannual meetings of the Forum.
- 6.12 The Collaboration Board may meet in extraordinary session in the circumstances set out in the Terms of Reference.

ARTICLE 7 COORDINATION TEAM

Mandate and composition

- 7.1 The Coordination Team shall implement the decisions of the Collaboration Board relating to administrative matters of the IPPOG Collaboration and provide day-to-day support to the Forum, the Collaboration Board and to the IPPOG Collaboration as a whole, including support and maintenance of its web presence.
- 7.2 The Coordination Team shall consist of the Chairperson, who shall manage the Coordination Team, the Scientific Secretary, and any other persons made available to serve on the Coordination Team.
- 7.3 The Scientific Secretary shall assist the Chairperson in the execution of his or her mandate. He or she shall be appointed by the Collaboration Board and shall be employed, and continue to be employed, by a Member throughout his or her term as Scientific Secretary. The IPPOG Collaboration may make a financial contribution to the providing Member in consideration of the latter's cost in making available the Scientific Secretary.

- 7.4 The detailed modalities of the Scientific Secretary's appointment shall be agreed by the Collaboration Board and the providing Member and shall be set out in writing.

ARTICLE 8 FUNDING

Funding sources

- 8.1 The IPPOG Collaboration shall be funded by annual membership fees, other contributions, grants, subsidies, donations and sponsorship support, including in-kind contributions (collectively "Support"), which shall all be recorded in writing.
- 8.2 The annual membership fee shall be decided by the Collaboration Board.

Payment of annual membership fee

- 8.3 Members shall be invoiced for their annual membership fee for the next year at least thirty (30) days before the end of the current year and shall pay within thirty (30) days from the date of the invoice.
- 8.4 New Members shall be invoiced within thirty (30) days from the date of joining the IPPOG Collaboration and shall pay within thirty (30) days from the date of the invoice. The annual membership fee shall be due in full even if membership commences in the course of the year.

In-kind contributions

- 8.5 Acceptance of proposed in-kind contributions and their value shall be decided by the Collaboration Board.
- 8.6 In-kind contributions made by a Member shall not diminish its obligation to pay the annual membership fee except insofar as agreed by the Collaboration Board in accordance with criteria established by the Collaboration Board.

Failure to contribute

- 8.7 Without prejudice to the mechanism set out in Articles 3.18 through 3.20, in case of an enduring failure by a Member to timely pay the annual membership fee or deliver any other agreed contribution, the Collaboration Board may decide to downgrade its status to that of a Candidate. It is understood that a Member shall in any event lose its Member status if the amount of its outstanding annual membership fee exceeds the cumulative amount of two annual membership fees.

Ethics policy

- 8.8 The IPPOG Collaboration shall not solicit or accept Support which could endanger its capacity to carry out its mission; impede its independence or freedom; result in a conflict of interest or the appearance thereof; be regarded as controversial or prove detrimental to its image and reputation; or where the legality or sustainability of the source of funding cannot be verified; the support was not obtained in accordance with the aforementioned criteria; the aims, objectives or activities of the supporter are inconsistent with those of the IPPOG Collaboration. The IPPOG Collaboration shall never solicit or accept support from sources whose principle activities are related to, or who receive significant income from, the weapons, armaments or other military industry, or from the production, marketing or distribution of tobacco products. The acceptance of Support shall be decided by the Collaboration Board, who, without prejudice to its application of the criteria set out above, shall take into consideration the individual policies of Members and Candidates.

**ARTICLE 9
IPPOG COLLABORATION BUDGET AND ACCOUNTS****Budget**

- 9.1 The Collaboration Board shall each year, in principle at its session held during the second of the biannual meetings of the Forum, adopt the budget for the next year.

Accounts

- 9.2 The Collaboration Board shall maintain one or more dedicated accounts, hosted by a Member, that shall hold all funds received by the IPPOG Collaboration.
- 9.3 The host Member shall at all times keep true and accurate records of all sums paid into and out of the IPPOG Collaboration accounts. At the date of entry into force of this MoU, CERN has committed to host and administer the accounts for the IPPOG Collaboration, subject to applicable CERN rules and procedures in respect of such accounts and to the continued availability of this service at CERN, to be decided at its discretion.

Accounts use

- 9.4 Any funds deposited into the IPPOG Collaboration accounts shall be used solely for approved IPPOG purposes, and where they are earmarked for a particular purpose, for that purpose only.

- 9.5 The budget year shall be a calendar year. Any positive balance at year-end shall be carried over into the next budget year.
- 9.6 Any payment from the IPPOG Collaboration accounts shall require joint signature by the Chairperson (or, in case of the latter's unavailability, a person designated by him or her) and a Representative. Any payment to the Chairperson shall require the joint signature of two Representatives.

Auditing of the IPPOG Collaboration accounts

- 9.7 The Collaboration Board shall ensure that an annual audit of the IPPOG Collaboration accounts is performed in accordance with current professional standards, as well as decide on any additional auditing that may be appropriate.

ARTICLE 10 PUBLICATIONS

Public outreach and education

- 10.1 In application of its mission, the IPPOG Collaboration shall endeavour to achieve the widest distribution of any outreach and educational material for public use.
- 10.2 Contributors and intellectual property ownership shall be acknowledged as appropriate.
- 10.3 Members, Candidates and all other IPPOG participants shall ensure that their contributions to any outreach and educational material shall respect intellectual property ownership in such material and that permission, if any, required for such distribution, shall be obtained.
- 10.4 Any press releases, publications, presentations and similar expressions on behalf of the IPPOG Collaboration shall be subject to review and decision by the Collaboration Board or by a body or person mandated by the Collaboration Board for this purpose.

Internal IPPOG communications

- 10.5 The recipients of internal IPPOG communications shall use such communications for internal IPPOG purposes only and not distribute them, except where the communication expressly so permits.

Use of IPPOG name and logo

- 10.6 The Collaboration Board shall ensure that, except as otherwise agreed by it, any use of the IPPOG name and logo by third parties shall be subject to its prior written permission.
- 10.7 It is understood that such permission is not required for any factual use by Members and Candidates in the context of their participation in the IPPOG Collaboration, or in the context of Working Groups and Activities.
- 10.8 The use of names and logos of Members and Candidates shall be subject to their prior written permission, except for the purpose of making known, always in a purely factual manner, their participation in the IPPOG Collaboration.

ARTICLE 11 CONFIDENTIALITY

- 11.1 It is understood that the IPPOG Collaboration shall execute its mission in a spirit of openness. However, exceptionally, confidentiality may be required, including in particular where the subject matter discussed at sessions of the Collaboration Board so requires.

ARTICLE 12 ENTRY INTO FORCE AND TERMINATION

Entry into force

- 12.1 This MoU shall enter into force upon its signature by at least ten (10) signatories.

Termination

- 12.2 This MoU shall terminate, and IPPOG Collaboration shall be dissolved, by a decision of the Collaboration Board by a two-thirds majority of the votes cast.
- 12.3 Upon such termination, any funds remaining in the IPPOG Collaboration accounts, after all non-cancellable commitments related to the execution of the pending IPPOG matters have been paid, shall be allocated to the Members in proportion to their annual membership fees for the last year of IPPOG's operation. A Member who is in default of its annual membership fee shall not be entitled to the aforementioned allocation of remaining funds and its share shall be allocated to the other Members in accordance with the allocation mechanism set out above.

- 12.4 In respect of any other Support than the annual membership fees, the Collaboration Board may decide on a different allocation mechanism, including in particular, where such a decision is appropriate for reasons of fairness or where Support has been earmarked for a specific purpose that has not materialised.

ARTICLE 13 SETTLEMENT OF DISPUTES

- 13.1 This MoU shall be interpreted in accordance with its true meaning and effect independently of any national or local law.
- 13.2 Any issue arising in the execution of this MoU shall be settled by consultation or mediation.
- 13.3 Any dispute arising from this MoU that cannot be settled amicably shall be resolved by arbitration by the Chairperson.

ARTICLE 14 WORKING LANGUAGE

- 14.1 The working language of the IPPOG Collaboration shall be English, it being understood that outreach activities shall be performed in the language(s) of the country or countries concerned.

ARTICLE 15 AMENDMENT

- 15.1 This MoU may be amended by a decision of the Collaboration Board by a two-thirds majority of the votes cast.
- 15.2 The amendment of Addenda shall be subject to agreement of its signatories.

**Signed by authorised representatives of the Member of the IPPOG
Collaboration**

For (institute)

(Name/title)

Date: _____

Signed by authorised representatives of the Candidate for accession to membership of the IPPOG Collaboration

For (institute)

(Name/title)

Date: _____

Annex I – Template Accession Addendum

ACCESSION

of a new [MEMBER or CANDIDATE] to

**The Memorandum of Understanding Establishing the International Particle
Physics Outreach Group (IPPOG) Collaboration**

On behalf of the IPPOG Collaboration, the Chairperson [NAME OF ONE OF THE CHAIRPERSONS CHAIRING THE COLLABORATION BOARD AT THE TIME OF THE ACCESSION] hereby certifies that at its session held on [date] the Collaboration Board has decided to admit [NEW MEMBER OR CANDIDATE] to the IPPOG Collaboration with the effective date [ONLY FOR CANDIDATES: and for the period above] above.

[OFFICIAL NAME OF THE NEW MEMBER OR CANDIDATE] hereby accepts to become a [MEMBER OR CANDIDATE] of the IPPOG Collaboration and accepts all the rights and obligations contained in the Memorandum of Understanding identified above with the effective date of [date]

[OFFICIAL NAME OF THE NEW MEMBER OR CANDIDATE] hereby designates [NAME OF REPRESENTATIVE OR CANDIDATE REPRESENTATIVE] to represent it on the Collaboration Board.

This Accession document is done in 2 originals duly signed by the undersigned authorised representatives.

[Date and Place]

[NAME OF COLLABORATION BOARD CHAIRPERSON]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[NAME OF NEW MEMBER OR CANDIDATE]

Signature(s)

Name(s)

Title(s)

Annex II – IPPOG Collaboration Board Terms of Reference

The IPPOG Collaboration Board (the “Collaboration Board”),

Having regard to the Memorandum of Understanding (the “MoU”) and in particular Article 6 thereof,

Adopts these Terms of Reference:

Article 1 Scope

1. These Terms of Reference shall supplement the provisions set out in the main body of the MoU.
2. Capitalised terms in these Terms of Reference shall have the same meaning as those contained in the MoU.
3. In the event of a conflict between these Terms of Reference and the terms of the MoU, the latter shall prevail.

Article 2 Chairperson and Deputy Chairperson

1. The election of two Chairpersons shall normally be made through a single vote, it being understood that where justified by the circumstances their terms of office may not be identical.
2. In the event that a single Chairperson is elected the Collaboration Board shall, for the purpose of ensuring its functioning, elect one Deputy Chairperson from among the Representatives to replace the Chairperson in his or her absence. The Deputy Chairperson acting as the Chairperson shall have the same powers and duties as the Chairperson.
3. The Chairperson shall be assisted by the Coordination Team.

Article 3 Sessions of the Collaboration Board and Attendance

1. The Collaboration Board shall meet in ordinary session during the biannual meetings of the Forum.

2. It shall meet in extraordinary session outside the biannual Forum meetings:
 - (a) in exceptional circumstances upon the request by the Chairperson or by at least three (3) Representatives, or
 - (b) in the event that the quorum required in Article 6.2 below is not reached.
3. Sessions shall be attended by the Chairperson, the Scientific Secretary and the Coordination Team, and, wherever possible, by the Representatives and Candidate Representatives. In addition, the Chairperson may invite the Conveners of Working Groups and Activities and any other person whose presence at the session he or she deems appropriate.
4. All sessions are open to every interested person, unless, where confidentiality is required, the Chairperson decides that the Collaboration Board meets in closed configuration for the whole or a part of the session. Attendance of sessions held in closed configuration shall be limited to the Representatives, the Scientific Secretary, the Coordination Team, and any other person whose presence at the session the Chairperson deems necessary for the discussion of the agenda item(s) concerned.
5. If a Representative or Candidate Representative is unable to attend a session and remote participation is not possible, the Representative or Candidate Representative may appoint an alternate from its organisation, who shall be familiar with IPPOG Collaboration matters and duly authorised and notified by the Representative or Candidate Representative in writing to the Chairperson, prior to the session, to attend the session.

Article 4 **Notice of Sessions, Agenda**

1. Notice of ordinary sessions of the Collaboration Board shall be given in writing to the Representatives and Candidate Representatives by the Scientific Secretary on behalf of the Chairperson, normally at least sixty (60) calendar days before the session. Notice of extraordinary sessions shall normally be given seven (7) calendar days before the session.
2. The Chairperson shall draw up a draft agenda which the Scientific Secretary shall send, together with any related documents, to the Representatives and Candidate Representatives normally fourteen (14) calendar days before an ordinary session, and three (3) calendar days before an extraordinary session, save in exceptional circumstances in which case the Chairperson shall decide appropriately in view of all circumstances.

3. The notice, agenda and documents for sessions in closed configuration shall be marked “confidential” and only be distributed to the Representatives, the Coordination Team and any other person whose presence at the session the Chairperson deems necessary.
4. If the quorum for a session is not reached, the Chairperson shall convene an extraordinary session within fourteen (14) calendar days. If at that extraordinary session the quorum is again not reached, the Collaboration Board may validly deliberate and decide on agenda items without the need for the quorum.
5. The draft agenda for a session shall be adopted by the Collaboration Board as the first agenda item at the beginning of the session.
6. The Collaboration Board may decide by consensus to remove from, or add items to, the agenda on proposal by the Chairperson or at least two (2) Representatives.
7. Remote participation at a session is permitted if supported by the technical means available at the meeting venue for the duration of the session.

Article 5 Conduct of Business

The Chairperson shall direct the discussion of the Collaboration Board, maintain order and ensure observance of these Terms of Reference.

Article 6 Decision Making Process

1. The Collaboration Board shall only take decisions on the items included in the agenda adopted by the Collaboration Board at the beginning of the session.
2. The Collaboration Board shall not deliberate and decide validly unless two-thirds (2/3) of the Representatives are present or represented at the session (“the quorum”).
3. Where consensus cannot be reached or where decision-making by secret ballot is required, the Collaboration Board shall vote in accordance with the following principles:

- a) Voting shall normally take place by a show of hands, and the Chairperson shall state the result announcing the votes in favour or against and abstentions. The vote for or against or abstention of each Representative shall be recorded in the minutes of the session.
- b) Representatives may vote by proxy, i.e. a Representative may give his or her vote to another Representative at a particular session, subject to prior written notice thereof, agreed and signed between the two Representatives concerned, being transmitted to the Chairperson. A Representative may, in addition to his or her own vote, have a maximum of two (2) votes from two (2) other Representatives.
- c) Decisions shall be taken by secret ballot upon decision by the Chairperson or upon request by at least three (3) Representatives. Two tellers selected by the Chairperson from among the Representatives present, shall assist him or her in the counting of the votes. The number of votes for and against and the number of abstentions shall be recorded in the minutes of the session.

Article 7 Working Groups

The Collaboration Board may decide to establish Working Groups and Activities on specific matters as may be necessary for the functioning of the IPPOG Collaboration. Such Working Groups and Activities shall be chaired by Conveners appointed by the Collaboration Board, who shall report to the Collaboration Board, via the Chairperson, on the results of their activities.

Article 8 Minutes

1. The Scientific Secretary shall take draft minutes of the session that shall provide a succinct summary of the substance of statements made, state decisions made by the Collaboration Board (presented per agenda item) and any actions to be taken.
2. If the Collaboration Board met in closed configuration, the minutes shall be marked as “confidential” and only made available to the participants in the session concerned.
3. The Chairperson shall transmit the draft list of decisions to the Representatives for their review within fourteen (14) calendar days from the

date of the session. They shall be considered as accepted if within fourteen (14) calendar days from receipt no Representative has objected in writing to the Chairperson.

4. The Chairperson shall transmit the draft minutes to the Representatives and (except as provided otherwise in Article 8.2 above) Candidate Representatives for their review within ninety (90) days from the date of the session. They shall be considered as accepted, if by the date of the next session no Representative or Candidate Representative has objected in writing to the Chairperson.
5. The Chairperson shall transmit to the Forum the list of decisions taken by the Collaboration Board and the list shall be included in the Forum meeting report.