



International
Mathematical
Union

Agreement of understanding between the IMU and the Local Organizing Committee of the ICM 20XX

Preamble. The quadrennial International Congresses of Mathematicians (ICMs) are the flagship events of the IMU. At the ICM some of the most coveted awards in mathematics are announced. Just prior to the ICM, the IMU General Assembly (GA) takes place.

Selection procedure. The selection of the venue for the ICM and GA is based on the procedures outlined in the ICM Bidding Guidelines. The final decision on the host country for an ICM and GA is taken by the IMU General Assembly.

Scientific program. The structure and scientific content of the ICM are decided by the IMU, following the guidelines for the Structure Committee and the Program Committee.

IMU Awards. The full responsibility to appoint prize committees and select recipients of all IMU awards (Fields Medals, Abacus Medal, Chern Medal, the Gauss and Leelavati Prizes, as well as the Emmy Noether Lecturer) resides with the IMU.

Purpose of agreement. The purpose of this agreement is to clarify the division of responsibility between the IMU and the Local Organizing Committee.

The following agreement of understanding regarding the organization of ICM 20XX as well as the XXth General Assembly is hereby concluded between the

International Mathematical Union (IMU)

represented by XXXX XXXX, President of the IMU,

and the

ICM 20XX Local Organizing Committee (LOC)

represented by XXXX XXXX, Chair of the LOC

Both bodies are collectively referred to as **Parties** and individually as **Party**.

The **Project** shall be “ICM 20XX”.

The Bidding document, with further modifications agreed with the IMU Executive Committee (IMU/EC) and decisions made by the GA, forms the basis of the expectations and agreements for the ICM and the GA.

Legal Significance. This agreement of understanding is to be understood as an agreement that constitutes no legally binding relations between the parties. The parties have confidence that the following regulations will be respected according to collegial trust and respect.

Deviations. All deviations from the agreement must be discussed and agreed by both Parties prior to any alterations coming into effect.

Conflicts. The Parties are expected to try everything possible to settle any dispute by negotiations. In the case that a dispute cannot be settled, the ICM will be cancelled. All costs incurred in this respect shall be covered by the LOC.

Liability. Except in cases of personal injuries, the Parties are only liable to each other for damages due to acts of gross negligence or intent. For any remaining contractual liability, no Party shall be responsible to the other Party for any indirect or consequential loss or similar damage, such as, but not limited to, loss of data, loss of profit, loss of revenue or loss of contracts.

For claims that may arise from participants at the GA and ICM, the LOC has the sole financial responsibility for the ICM, including cases of personal injuries.

Surplus. The LOC can deal with any possible surplus as it wants.

Confidentiality. Each Party must keep confidential all information and material (in the following “Confidential Information”) delivered by the other Party in the course of the Project. It must not disclose Confidential Information to any third party and shall use Confidential Information only for Project purposes. (For clarification: all information disclosed in written form, in particular within internal progress meetings or in internal progress reports, shall be treated as confidential, even if such information is not explicitly marked “confidential”.)

The Parties’ obligations under this clause shall also apply after completion of the Project.

Publicity. In all public activities, the LOC should make it clear that the ICM is organized under the auspices of the IMU. The LOC should produce a press package to be distributed by the LOC under time embargo to approved media. The IMU is responsible for producing material about each prize recipient to be distributed to the LOC.

Force Majeure. In the case of a Force Majeure, the IMU and LOC have to try everything possible to reach an agreement on how to proceed. If the ICM has to be cancelled or postponed by at least one year, the award ceremonies for the IMU awards should, if possible, be held at a venue agreed on by the LOC and IMU at a time consistent with the original ICM schedule. If an in-person ICM or GA is not feasible, measures to organize hybrid events should be taken.

Sponsors. All sponsors are expected to subscribe to the mission of the IMU and the work of its committees and commissions. Any sponsors regarded as controversial or detrimental to the goals of the IMU and the mathematical community must be avoided. Possible debatable cases should be checked with and approved by the IMU prior to the signing of any contracts.

Reporting. The LOC is responsible for submitting a report regarding the execution of the Project to the IMU, which the IMU will use to advise organizers of future ICMs. The LOC is expected to provide a report, including the financial situation, and update to the IMU/EC at its annual meeting.

IMU Archive. The LOC is responsible for submitting all material (recorded material (audio, video, photos), web-related material, print material) to the IMU Archive within a reasonable time after the Project is completed.

Domain. The website for ICM 20XX should have the URL www.icm20xx.org. The website domain has been registered by the IMU in advance. The IMU retains the domain registration throughout the Project but will provide the LOC with the necessary technical specifications to create and manage the content of the website for the Project's duration.

Duration of agreement. This agreement takes effect from the date of the signing of this document and lasts until two years after the end of ICM 20XX, or the publication of the proceedings from the ICM, whichever happens first.

Berlin and YYY, <date>

President of the IMU

Chair of the Local Organizing Committee of the ICM 20XX