

# Memorandum of Understanding for Planning, Organizing, and Conducting a Southeastern Regional ACS Meeting

This document describes the Roles, Authorities, Responsibilities, and Accountabilities of the Local Section(s), the Local Organizing Committee, the Region Board of Directors, and the American Chemical Society Department of Meetings and Expositions Services for planning, organizing, and conducting a regional meeting within the Southeastern Region of the ACS.

## I. DEFINITIONS

### A. GOVERNANCE/STAFF UNITS

1. A **Local Section** is the local section(s) that has (have) agreed to host the regional meeting in accordance with a bid package approved by the Southeastern Region Board.
2. The **Local Organizing Committee** (LOC) is the committee whose members are approved by the Host local section(s) to organize the regional meeting.
3. The **Southeastern Region Board of Directors** (hereafter referred to as the Region Board) is the entity responsible for ensuring the continuance, professionalism, and effectiveness of scientific meetings hosted by Local Sections located within its region. The Region Board has direct oversight of the regional meeting.
4. The American Chemical Society **Department of Meetings and Expositions Services** (DMES) is the office funded through the national ACS organization to provide staff services for professional execution of regional meetings and to coordinate training sessions for members charged to organize a regional meeting.

### B. TERMS

1. **Roles** describe the proper and customary function(s) of each governance/staff unit in relation to the others for organizing a regional meeting.
2. **Authorities** describe the power vested in each governance/staff unit to make policy and financial decisions and to provide advice regarding a regional meeting. These authorities may not be superseded by any of the other parties without the prior consent of the governance/staff unit in question.
3. **Responsibilities** describe the obligations of the governance/staff units in relation to each other for organizing a regional meeting.
4. **Accountabilities** describe the organizational relationships of the governance/staff units to each other and establish the necessary reporting requirements among the units by these relationships.

## **II. LOCAL SECTION(S)**

In the event of a co-hosted meeting it is important that all items be discussed among all host parties and settled in advance. Both/ All host local sections are responsible for all points outlined in this document; specifically note this entire section (II), Section VI.B, Section VI.D, and the signatures required. The level of involvement of each local section (financial, labor, and in-kind) and the distribution of profits/losses must be settled before the document is signed.

### **A. ROLES**

1. The local section(s) (hereafter referred to only as local section) approves the proposal submitted by local section representatives to the Southeast Region Board to host a regional meeting. The local section ensures that the required oral presentation to the Southeastern Region Board shall provide the best information in a professional manner.
2. The local section shall provide the necessary funding resources, within the financial means of the local section, to assemble a LOC and to provide the LOC with the funding needed to complete a bid package to host a regional meeting.
3. The local section serves as the overall owner of the regional meeting with the LOC serving as a committee or sub-committee of the local section.

### **B. AUTHORITIES**

1. The local section should authorize the LOC to act legally for the local section on all contractual and financial matters related to organization and execution of the regional meeting. Such an authorization will specify who may sign the binding contracts needed for the meeting.
2. The local section ultimately shares legal responsibility with the Southeastern Region Board for the activities of the LOC.

### **C. RESPONSIBILITIES**

1. The local section must approve the composition, particularly the General Chair and Program Chair, of any LOC submitting a bid to host a regional meeting on behalf of the local section.
2. The local section maintains responsibility for the success of the regional meeting since it is run as an activity of the local section.
3. The local section maintains economic responsibility for the regional meeting through the use of any local section tax-exempt number for regional meeting activities.
4. The local section requires regular progress and final reports (planning and financial) from the LOC.
5. The local section is represented at the LOC meetings through the attendance of the Chair, Chair-Elect and/or Immediate Past Chair or a designate.

## **D. ACCOUNTABILITIES**

1. The local section is accountable to the members within the local section territory and to the Southeastern Region Board for the success (programming and financial) of the regional meeting.
2. In the event that a member(s) of the LOC is/are deemed unable or unwilling to fulfill the responsibilities of the assumed role(s) on the LOC, the local section will work with the Region Board, with input from DMES, to ensure the success of the regional meeting. Should the necessity arise, particularly at the behest of the Region Board, the local section shall help find a new recruit(s) for membership on the LOC.

## **III. LOCAL ORGANIZING COMMITTEE**

### **A. ROLES**

1. The Local Organizing Committee (LOC) is the primary body that plans, organizes, and conducts the regional meeting that is being hosted by its (their) local section(s).

### **B. AUTHORITIES**

1. The LOC is expected to be given total authority from the host local section(s) to sign contracts, plan programming, and organize social events (see II.B, II.D.1).
2. The LOC is authorized to apply for loans and grants, establish financial accounts, and operate in a manner to insure the financial success of the regional meeting.

### **C. RESPONSIBILITIES**

1. The LOC has direct responsibility for the planning of the meeting, the technical and non-technical programming, social events, workshops, negotiations with hotels and colleges (assisted by DMES) for meeting and sleeping space; in general, every aspect of the regional meeting.
2. The LOC must regularly report to the host local section as well as submit required reports to the Region Board.

### **D. ACCOUNTABILITIES**

1. The LOC is accountable to the members of the host local section(s) through periodic activity and financial reports.
2. The LOC is also accountable to the Southeastern Region Board through regular information exchange with the Board and its executives. Especially important are annual oral reports to the entire Board, presented at the annual Board meeting held during each SERMACS from the awarding of the bid until one year after the LOC's SERMACS.
3. The LOC is expected to coordinate its plans with and call upon the expertise of the DMES. No contracts with hotels, convention centers, etc. should be signed without the input of DMES and concurrence by the Southeastern Region Board.

4. The LOC is expected to submit full and complete final reports from its regional meeting to the Local Section, the Southeast Region Board, and DMES. These reports must include an independent audit of the financial books from the Regional meeting. The Region Board, in concert with DMES, determines the format and information content required for all reports.

#### **IV. SOUTHEASTERN REGION BOARD OF DIRECTORS (REGION BOARD)**

##### **A. ROLES**

1. The Southeastern Region Board serves as the institutional memory for the Region; it is the repository of information, activities, practices, and accounts from previous regional meetings that can be accessed by the LOC to enhance the quality and effectiveness of its programming.
2. The Southeastern Region Board is also the conveyer of information regarding successful events and activities from other Regions and their regional meetings.

##### **B. AUTHORITIES**

1. The Southeastern Region Board may accept or deny the bids presented by Local Sections to host a regional meeting.
2. The Southeastern Region Board may accept or deny the request of LOCs to obtain loans or grants for activities related to hosting a regional meeting.
3. The Southeastern Region Board retains the right to intervene in any decision by a LOC that may, as judged by the Board, expose the Region to adverse financial risk or risk the professional reputation of the Region.

##### **C. RESPONSIBILITIES**

1. The Southeastern Region Board is responsible for the long-term planning of regional meetings.
2. The Southeastern Region Board provides historical perspective and data to the LOC for planning purposes.
3. The Southeastern Region Board helps to maintain the quality and viability of the regional meeting by informing the LOC of best practices to ensure success.

##### **D. ACCOUNTABILITIES**

1. The Southeastern Region Board is accountable to the member local sections of the region.
2. The Southeastern Region Board is accountable to the ACS Meetings and Exposition Committee (M&E) and reports through the Regional Meeting Subcommittee of M&E.
3. An annual report of the Southeastern Region Board is due to the Secretary of each member Local Section of the Region by February 15 of each year; the Appendix of that Region Board Annual Report regarding the regional meetings is due to the Regional Meeting Subcommittee by February 15 of each year.

4. The Southeast Region Board must maintain good standing as a non-profit 501(c)3 corporate organization and file the necessary reports and pay the fees to maintain such standing.

## **V. AMERICAN CHEMICAL SOCIETY DEPARTMENT OF MEETINGS AND EXPOSITIONS SERVICES (DMES)**

### **A. ROLES**

1. DMES provides meeting planning expertise for the LOC that includes consultation on site selection and contract negotiation; registration and abstract management; oversight of logistics; advice on the budget, exposition, special events, and publicity; and on-site operations management.
2. DMES serves as a conduit to governance through the Regional Meeting Subcommittee. This includes direct communications with the Southeastern Region Board.
3. DMES serves as a facilitator between the LOC of a regional meeting and other ACS staff offices, including the ACS Department of Technical Division Advancement, which may have responsibilities at the meetings.

### **B. AUTHORITIES**

1. DMES may offer advice regarding meeting arrangements and programming to LOCs, the Southeast Region Board, and the Regional Meeting Subcommittee.
2. DMES is obliged to communicate to the Southeast Region Board and to the Regional Meeting Subcommittee any information about the progress, or lack thereof, that it perceives regarding any particular regional meeting.

### **C. RESPONSIBILITIES**

1. DMES follows the progress of a meeting by timely communication with the LOC and advises the Region Board and the Regional Meeting Subcommittee regarding the progress of arrangements, adherence to timelines, and submission of scheduled reports.
2. DMES arranges and negotiates advance and on-site registration and abstract management with input from meeting organizers regarding their organizational needs.
3. DMES collects data related to registration, finances, abstracts, etc. and regularly makes it available to the LOC and the Southeast Region Board.
4. DMES provides financial data to the LOC within three (3) months of the end of a meeting unless other arrangements are made with the LOC.
5. DMES staff attends annual meetings of the Southeast Region Board (held during the Regional meeting) to provide updates on DMES activities and solicits feedback on current practices.
6. DMES staff plans and conducts a yearly conference for the General Chair(s) and Program Chair(s) of future Southeast Regional meetings.

7. With the guidance of the Regional Meeting Subcommittee, DMES interacts with governance when requested to propose or establish new grant programs.

#### **D. ACCOUNTABILITIES**

1. DMES is accountable to the Director of the Membership Division of the American Chemical Society through the Director of the Science and Professional Advancement Group.
2. By virtue of its mission, DMES is also accountable to the LOC of the regional meeting and therefore to the Southeast Region Board and Regional Meeting Subcommittee.

### **VI. SPECIFIC AGREEMENTS INVOLVING THE HOST LOCAL SECTION(S), THE LOC, THE SOUTHEAST REGION BOARD, AND DMES REGARDING THE CONDUCT OF OPERATION FOR THE REGIONAL MEETING**

#### **A. THE LOCAL ORGANIZING COMMITTEE**

1. The LOC should utilize the services and expertise of DMES for advice and help in the preparation of all contracts relating to lodging, meeting room facilities, and tour/social events officially designated as part of the regional meeting.
2. The LOC, in conjunction with DMES, must initiate and establish contract negotiations for all lodging and meeting room facilities contracts no later than two (2) years before the scheduled regional meeting is to occur.
  - a. Failure to expedite these contracts may result in selection of an alternate host local section by the Southeast Region Board, and the LOC may be required to disband immediately and return any grants and loans distributed by the Board.
  - b. Official Program tour/social events are not subject to the two-year time requirement but must meet the requirements specified in part 1 (above) and part 4 (below).
3. The LOC shall set the cost of full ACS member advance registration for a regional meeting at a maximum of (40%) of the cost of full ACS member advance registration for an ACS national meeting of the same year.
4. The LOC is not authorized to sign for major contract expenses above the value of (\$20,000) without prior approval of the Southeast Region Board. This approval step is intended to allow the Region Board to ensure that all contracts have been fully vetted by DMES and that there are no remaining unsettled issues that require the attention of DMES. The Region Board does not review contracts.
5. The LOC must disband no later than (6) months after the regional meeting, with the exception of the General Chair, who is responsible for presenting a final oral report to the Southeast Region Board at the next SERMACS.

#### **B. THE HOST LOCAL SECTION**

1. The host local section is responsible for all expenses for non-official events that occur coincidental to the regional meeting official program. [These events cannot be paid for out of the LOC financial accounts.]

2. The host local section is also responsible for its normal program expenses when such programs, typically run by the local section, are made part of a regional meeting program.
3. In the event that any LOC is replaced (see 2.a. above) all outstanding financial commitments incurred by that group become the financial responsibility of the host local section.

#### **C. DMES**

1. DMES will report to the Southeast Region Board any issues or concerns that may cause undue financial loss, erode the quality and prestige of the event, or present a significant departure from the core programming and planning of a regional meeting.

#### **D. DISPOSITION OF PROFITS OR LOSSES**

1. The assignment of all profits (or the assessment of all losses) from a regional meeting shall be negotiated by the Southeast Region Board and the host local section before acceptance of the bid for the regional meeting.
  - a. After repayment of all loans, etc., (20%) of the proceeds are due to the Region Board, with the balance of (80%) of the proceeds accruing to the host local section.
  - b. After repayment of all loans, etc., meeting losses will be covered by the Southeast Region Board, as provided in the SERMACS Bylaws, with the remainder to be covered by the host local section.
  - c. No change in this percentage agreement can take place without input of all parties signing this MOU.
  - d. The LOC must distribute any profits in the above manner (see D.1.a) no later than (6) months after the close of the regional meeting.
  - e. The Board retains the right to require repayment of any outstanding loans due the Board immediately after the regional meeting has occurred.
  - f. In the case of joint host local sections being responsible for a regional meeting there are two possibilities:
    - (1) two local sections of one region hosting the meeting or
    - (2) two local sections of two regions hosting a joint meeting.
      - (i) In the first case it is necessary for the two local sections to agree on both the division of work and the division of profits.
      - (ii) In the second case it is necessary for the two local sections to agree on the division of work, the division of profits, and the profit sharing with the two regions.
      - (iii) In both cases the agreements should be reduced to writing and appended to this MOU. The signatures of both host local sections and of the region(s) on this MOU will attest that all parties are bound by the conditions stipulated in Appendix A for the joint regional meeting.

**E. FINAL REPORT**

1. The Final Report of the LOC is due to the Region Board within (6)\*\* months of the conclusion of the regional meeting.
  - a. Failure to comply with this requirement may result in an assessment of additional financial penalties and adjudication of the matter between the Board and the host local section.
  - b. The official report and budget template adopted by the Board must be used for reporting purposes.

**SIGNATURES**

Year & Name of Regional meeting: \_\_\_\_\_

Host local section: \_\_\_\_\_

\_\_\_\_\_  
Host local section Chair Date \_\_\_\_\_

\_\_\_\_\_  
Host local section Secretary Date \_\_\_\_\_

\_\_\_\_\_  
Regional meeting General Chair Date \_\_\_\_\_

\_\_\_\_\_  
Chair, Southeastern Region Board of Directors Date \_\_\_\_\_

\_\_\_\_\_  
Representative, Department of Meetings and Expositions Services Date \_\_\_\_\_

If two (or more) host local sections and/or more than one region are involved, the above signature listing must be revised (duplicated) to reflect the proper situation.

APPENDIX A

DESCRIPTION OF DIVISION OF WORK AMONG HOST LOCAL SECTIONS,  
DIVISION OF PROFIT/LOSS AMONG HOST LOCAL SECTIONS,  
PROFIT SHARING WITH REGION(S) (see VI.D. above)

Applicable items must be completed before MOU is signed.