

ANNEX
DRAFT AGREEMENT BETWEEN
THE GOVERNMENT OF BRAZIL
AND THE
UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION
(UNESCO)

**CONCERNING THE ESTABLISHMENT IN SAO PAULO, BRAZIL OF THE SOUTH
AMERICAN INSTITUTE FOR FUNDAMENTAL RESEARCH (SAIFR), AS A
CATEGORY 2 INSTITUTE UNDER THE AUSPICES OF UNESCO**

The Government of Brazil

and

The United Nations Educational, Scientific and Cultural Organization (UNESCO),

hereinafter referred as “Parties”,

Having regard to UNESCO’s Medium-term Strategy (2014-2021) whereby the Organization proclaims its Strategic Programme Objective 4: Fostering policies and capacity-building in science, technology and innovation;

Further noting the constituent elements of the mandate set for the International Basic Sciences Programme (IBSP) (as presented in documents 165 EX/9 and 176 EX/11);

Emphasizing UNESCO’s role in catalyzing international cooperation for human and institutional capacity-building in Member States in its fields of competence;

Recognizing the need and opportunity for cooperation in basic science, particularly in physics, with Brazilian institutions and between these institutions and other countries, particularly in Central and South America;

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of Brazil an Agreement in conformity with the draft that was submitted to the General Conference;

Desirous of defining the terms and conditions governing the contribution that shall be granted to the said Institute in this Agreement;

HAVE AGREED AS FOLLOWS:

Article 1 – Definitions

For the purposes of the present Agreement the expressions:

- (a) “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
- (b) “Government” means the Government of Brazil.
- (c) “Institute” means the South American Institute for Fundamental Research (SAIFR) of the Sao Paulo State University (UNESP).
- (d) “UNESP” refers to the Sao Paulo State University.
- (e) “UNESCO ICTP” refers to the *International Centre for Theoretical Physics*, a category 1 centre under the auspices of UNESCO.
- (f) “IBSP” refers to the *International Basic Sciences Programme* of UNESCO

Article 2 - Establishment

The Government shall agree to take, at the latest in March 2016, any measures that may be required for the transformation into an Institute under the auspices of UNESCO (category 2 Institute), as provided for under this Agreement.

Article 3 – Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing collaboration between the Government and UNESCO and also the rights and obligations stemming therefrom for the Parties.

Article 4 – Legal status

1. The Institute shall be independent of UNESCO.
2. The Institute shall enjoy, on its territory, the status and legal capacity necessary to exercise its functions, in particular the capacity:
 - to contract;
 - to institute legal proceedings;
 - to acquire and dispose of movable and immovable property.
3. The Rector of UNESP shall represent the Institute in law and in civil acts, including litigations.

Article 5 – Constitutive Act

The Constitutive Act of the Institute must include provisions describing precisely:

- (a) the legal status granted to the institute, within the national legal system, the autonomous legal capacity necessary to exercise its functions and to receive funds, obtain payments for services rendered and acquire all means necessary for its functioning.
- (b) a governing structure for the Institute allowing UNESCO's representations within the governing board of the institute.

Article 6 – Objectives and Functions of the Institute

The objectives of the Institute shall be to:

- (a) Conduct theoretical physics research at the highest international standards;
- (b) Provide an international Institute for schools and workshops;
- (c) Support research in those South American countries where theoretical physics research is not yet well-developed.
- (d) provide expertise to decision makers, educators and the general public to strengthen the research and development potential in the region;

The functions of the Institute shall be to develop training and regional capacity-building activities with a focus on:

- a) **Advanced training and development through scientific research**, carried out by the Institute permanent staff and by short/long term visitors, in cooperation with national and international institutions and with participation in international research projects;
- b) **Scientific events and knowledge transfer through short-term activities**, including schools, workshops, conferences and seminars compatible with UNESCO programmes.

Article 7 – Governing Board

1. The Institute shall be guided and supervised by an International Governing Board that has a general oversight function for all activities and decides the programs and priorities of the Institute. It also determines the members of the Scientific Council and the Institute Director. The Chair is chosen by a majority vote of the members. The Governing Board meets at least once every calendar year at the cost of the Institute. The Governing Board includes:

- (a) a representative of the Government or the Brazilian Academy of Sciences;

- (b) the Director of UNESCO ICTP or his/her representative, the Executive Secretary of UNESCO's IBSP or his/her representative, representing the Director-General of UNESCO;
 - (c) a representative of UNESP;
 - (d) a representative of the Sao Paulo State Research Funding Agency (FAPESP).
2. The International Governing Board shall meet in ordinary session at regular intervals, at least once every calendar year; it shall meet in extraordinary session if convened by its Chairperson, either on his or her own initiative or at the request of the Director-General of UNESCO or of two-thirds of its members. The costs related to the organisation of the International Governing Board meeting shall be covered by the Institute.
 3. The International Governing Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government and UNESCO.
 4. The Director of the Institute shall participate in the meetings of the Governing Board, as non-voting member.

Article 8 – UNESCO's contribution

UNESCO has no financial obligations or accountability for the functioning and management of the Institute and shall not provide financial support.

Article 9 – Contribution of the Government

1. The government shall provide all the resources, financial or in-kind, needed for the administration and proper functioning institute.

Article 10 – Participation

1. The Institute shall encourage the participation of Member States and Associate Members of UNESCO which, by their common interest in the objectives of the Institute, desire to cooperate with the Institute.
2. Member States and Associate Members of UNESCO wishing to participate in the Institute's activities, as provided for under this Agreement, shall send to the Institute notification to this effect. The Director of the Institute shall inform the Government and UNESCO of the receipt of such notifications.

Article 11 - Responsibility

As the Institute is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the Institute and shall also not be the subject to any legal process, and/or shall bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

Article 12 – Evaluation

1. UNESCO may, through IBSP, carry out evaluation of the activities of the Institute in order to ascertain:
 - (a) whether the Institute makes a significant contribution to UNESCO's strategy programme objectives and expected results in line with the four years programmatic period of see/five document, including the two global priorities of the organisation and related sectoral of programme priorities and teams;
 - (b) whether the activities carried out by the Institute are in conformity with the overall objectives set out in this agreement.
2. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.
3. Following the results of an evaluation, each of the Parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 16 and 17.

Article 13 – Use of UNESCO name and logo

1. The Institute may mention its affiliation with UNESCO and ICTP and may therefore use after its title the mention: "under the auspices of UNESCO".
2. The Institute is authorized to use the UNESCO logo or a version thereof on its letter-headed paper and documents, including electronic documents and web pages, in accordance with the conditions established by the governing bodies of UNESCO. Under the same conditions, it is also authorized to use the logo of UNESCO/ICTP with which it is closely affiliated scientifically.

Article 14 – Entry into force

This Agreement shall enter into force, following its signature by the Parties, when they have informed each other in writing that all the formalities required to that effect by the applicable laws and regulations of Brazil and by UNESCO's internal regulations have been completed. The date of receipt of the last notification shall be deemed to be the date of entry into force of this Agreement.

Article 15 – Duration

This Agreement is conducted for a period of six years as from its entry into force, upon signature by the two parties. The agreement shall be renewed upon common agreement between parties, one the executive board made its comments based on the results of the renewal assessment provided by the Director-General.

Article 16 – Denunciation

1. Each of the Parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 30 days following receipt of the notification sent by one of the Parties to the other.

Article 17 - Revision

This Agreement may be revised by written agreement between the Government and UNESCO.

Article 18 – Settlement of disputes

1. Any dispute between the Government and UNESCO concerning the interpretation or application of this Agreement, if not settled by negotiation or any other appropriate method agreed to by the Parties, shall be submitted for final decision to an arbitration tribunal composed of three members, one of whom shall be appointed by the Government, another by the Director-General of UNESCO, and a third, who shall preside over the tribunal, shall be chosen by the first two. If the two arbitrators cannot agree on the choice of a third, the appointment shall be made by the President of the International Court of Justice.
2. The tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Agreement,

DONE in 2 copies in English, on day/month/year

For the Government of Brazil

For the United Nations Educational,
Scientific and Cultural Organization