

ANNEX

DRAFT AGREEMENT BETWEEN
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL
ORGANIZATION (UNESCO)
AND
THE PEOPLE'S REPUBLIC OF CHINA
CONCERNING THE ESTABLISHMENT OF AN INTERNATIONAL CENTRE FOR
THEORETICAL PHYSICS ASIA-PACIFIC IN BEIJING, CHINA,
AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO

Preamble

The Government of the People's Republic of China, represented by the Chinese Academy of Sciences, hereinafter referred to as "CAS" and the United Nations Educational, Scientific and Cultural Organization, hereinafter referred to as "UNESCO",

Having regard for UNESCO's Medium-Term Strategy as outlined: Fostering policies and capacity-building in science, technology and innovation,

Further noting the key elements of the objectives set for UNESCO's International Basic Sciences Programme (IBSP),

Bearing in mind UNESCO's role in catalysing international cooperation for capacity-building in Member States in its fields of competence,

Considering the UNESCO General Conference seeks to favour international cooperation in respect of education and training in the fields of fundamental science,

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of the People's Republic of China an agreement in conformity with the draft that was submitted to the General Conference,

Desiring to set forth the conditions and modalities of the cooperation regarding both the establishment and the activities of the Centre,

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 the People’s Republic of China.
- (c) “CAS” means the Chinese Academy of Sciences.
- (d) “UCAS” means the University of Chinese Academy of Sciences
- (e) “UNESCO ICTP” refers to the *International Centre for Theoretical Physics*, a category 1 centre of UNESCO.
- (f) “IBSP” refers to the *International Basic Sciences Programme* of UNESCO

Article 2 - Establishment

The Government agrees to undertake, in the course of the year 2015, any measures that may be required for the establishment, as provided for under this Agreement, hereinafter referred to as “the Centre”.

Article 3 – Purpose of the Agreement

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

Article 4 – Legal status

1. The Centre shall be independent of UNESCO.
2. The Centre shall be established by the Chinese Government. It shall enjoy on the territory of the People’s Republic of China the functional autonomy and legal capacity necessary for the exercise of its functions:
 - to contract;
 - to institute legal proceedings;
 - to acquire and dispose of movable and immovable property.

Article 5 – Constitutive Act

The Constitution of the Centre must include the following provisions:

- (a) legal status granting to the Centre, under national legislation, the autonomous legal capacity necessary to exercise its functions and to receive subventions, obtain payments for services rendered, and carry out acquisitions of all means required;
- (b) the establishment of a governing structure for the Centre allowing UNESCO representation within its governing bodies.

Article 6 – Objectives and Functions of the Institute

1. The objectives of the Centre shall be to:

- (a) provide opportunities for advanced education, training and research in basic science such as frontiers of theoretical physics and the relevant interdisciplinary areas for scientists from Asia-Pacific region and other countries;
- (b) develop outreach activities in cooperation with national and international institutions, providing an international forum and enhancing collaborative networks among scientists from different countries in and out of the region.
- (c) develop and coordinate research-education-oriented advanced studies in theoretical physics and related interdisciplinary areas;
- (d) develop to be a world-class research centre, training base for talents with global eye sights and international academic exchange centre.

2. The functions of the Centre:

- a) advanced training and development through scientific research, carried out by the Centre's permanent staff and by short and long term visitors, in cooperation with national and international institutions and with participation in international research projects;
- b) carry-out of research, training and fellowships for graduates and post doctors in the said area in collaboration between University of Chinese Academy of Sciences and global academic institutions.
- c) scientific events and knowledge transfer on frontier development in relevant areas through short or long-term activities such as serial world-renowned scholar lectures , fundamental courses and specialized courses to promote academic innovation, capacity building and collaboration in research.

Article 7 – Governing Board

1. The Centre shall be guided and supervised by a Governing Board, whose members will be renewed every six years, and composed of:

- a representative of CAS, who shall be the ex officio chairperson of the Governing Board;
- Two representatives of the Director-General of UNESCO, including one from the ICTP ;
- up to three representatives from the Government (e.g. National Natural Science Fund of China, Ministry of Education, University of Chinese Academy of Sciences);
- one representative of each of UNESCO's Member States which have sent to the Centre notifications for membership, in accordance with the stipulations of Article 10, paragraph 2 below, and have expressed interest in being represented on the Board.

2. The International Governing Board shall:

- (a) approve the long-term and medium-term programmes of the Centre;
- (b) approve the annual work plan of the Centre, including the staffing table;
- (c) examine the annual reports submitted by the Director of the Centre, including a biennial self-assessment of the Centre's contribution to UNESCO's programme objectives;
- (d) examine the periodic independent audit reports of the financial statements of the Centre and monitor the provision of such accounting records necessary for the preparation of financial statements;
- (e) adopt the rules and regulations and determine the financial, administrative and personnel management procedures of the Centre in accordance with the laws of the country;
- (f) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre;
- (g) convene special consultative sessions to which it shall invite, in addition to its own members, representatives of other interested countries and international organizations in order to expand the Centre's fund-raising strategy and strengthen its capacity, to review draft proposals aimed at broadening the scope of the services provided by the Centre, and to carry out its projects and activities.

3. The Governing Board shall meet in ordinary session at regular intervals, at least once every calendar year. The cost of the Governing Board meeting shall be covered by the Centre. It shall meet in extraordinary session if convened by its Chairperson, either at his/her own initiative, or at the request of the Director-General of UNESCO, or at the request of at least majority of its members.

4. The Governing Board shall adopt its own rules and procedures. For its first meeting, the procedure shall be established by the Government and UNESCO.

Article 8 – UNESCO’s contribution

1. UNESCO has no financial obligations or accountability for the functioning and management of the Center.

UNESCO may provide assistance in the form of a technical contribution for the activities of the Centre in accordance with the strategic goals and objectives of UNESCO by:

- providing the assistance of its experts in the specialized fields of the Centre;
- temporarily detaching members of its staff, as may be decided by the Director-General on an exceptional basis if justified by the implementation of a joint activity/project within a priority area as approved by UNESCO’s governing bodies;
- including the Centre in various programmes which it implements and in which the participation of the latter seems necessary to them.

2. In all the cases listed above, such contribution shall be provided for in UNESCO’s Programme and Budget (C/5).

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 of the Centre.

2. The Chinese Academy of Sciences, the Ministry of Education, National Natural Science Foundation of China, University of Chinese Academy of Sciences, on behalf of the Government, shall be responsible for the implementation of the Centre’s institutional funding.

3. The Government undertakes to:

(a) entirely assume the costs of the facilities, including equipment, utilities, communications and maintenance of the premises;

(b) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise a President, Director and secretariat staff;

(c) make available to the Centre appropriate office space, equipment and facilities in UCAS;

(d) assume all communication, utilities and maintenance costs for the Centre, plus all the expenses of holding the sessions of the Governing Board and special consultative sessions;

(e) establish a fund under conditions to be determined by its Governing Board, to receive donations, gifts and bequests that will be used for the financing of all activities of the Centre in relation to supporting UNESCO’s Member States and UNESCO’s programmes through the use of space technologies.

Article 10 – Participation

1. The Centre shall be an autonomous institution at the service of Member States and Associate Members of UNESCO which, by their common interest in the objectives of the Centre, desire to cooperate with it.
2. UNESCO Member States wishing to participate in the Centre's activities, as provided for under this Agreement, shall send the Director-General of UNESCO notification to this effect. The Director-General shall inform the Centre and the Member States mentioned above of the receipt of such notifications.

Article 11 - Responsibility

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for it and 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, through its ICTP, may, at any time, carry out an evaluation of the activities of the Centre in order to determine:
 - whether the Centre makes a significant contribution to UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of C/5 document (Programme and Budget), including the two global priorities of the Organization, and related sectoral or programme priorities and themes;
 - whether the activities carried out by the Centre are in conformity with the overall objectives set out in this Agreement.
2. UNESCO shall, for the purpose of the review of this Agreement, conduct an evaluation of the contribution of the Centre to UNESCO strategic program objectives, to be funded by the host country or the Centre.
3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.
4. Each of the contracting Parties shall have the option to terminate this Agreement, or of requesting to amend its contents, following the results of an evaluation.

Article 13 – Use of UNESCO name and logo

1. The Centre may mention its affiliation with UNESCO and ICTP, inserting after its title, the mention of “under the auspices of UNESCO”.
2. The Centre is authorized to use the UNESCO logo, or a version thereof, on its letterhead paper and documents in accordance with the “Directives concerning the use of the name, acronym, logo and Internet domain names of UNESCO” approved 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

The Agreement shall enter into force following its signature by the contracting Parties when they have informed each other in writing that all the formalities required to that effect by the domestic law of the People’s Republic of China 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 will take effect for a period of six years as from its entry into force upon its signature by the two Parties. The Agreement shall be renewed upon common agreement between Parties once 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 contracting Parties shall be entitled to terminate this Agreement unilaterally.
2. Termination shall take effect six months following receipt of the notification sent by one of the contracting Parties to the other.

Article 17 - Revision

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

Article 18 – Settlement of disputes

1. Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement, if it is 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 a representative of the Government, another by the Director-General of UNESCO, and the 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 United Nations Educational, Scientific and Cultural Organization (UNESCO)	For the Government of the People's Republic of China
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