

## FACT SHEET

QUESTIONNAIRE TO BE FILLED OUT BY THE SECRETARIATS OF UNESCO'S INTERNATIONAL AND INTERGOVERNMENTAL BODIES

### 1. Committee/Institute/Convention/Commission/Programme

#### a. Mandate and objectives:

ICTP, as a category 1 UNESCO institute has as its mission to:

- Foster the growth of advanced studies and research in physical and mathematical sciences, especially in support of excellence in developing countries.
- Develop high-level scientific programmes keeping in mind the needs of developing countries, and provide an international forum of scientific contact for scientists from all countries.
- Conduct research at the highest international standards and maintain a conducive environment of scientific inquiry for the entire ICTP community.

#### b. Do you have specific goals for the work foreseen in the current biennium?

Our objectives are in line with the 38 C/5 and are listed in SISTER.

#### c. Number of members and length of mandate periods for members

There are 3 members as stipulated by a tripartite agreement The Italian Government, IAEA and UNESCO. There is an indefinite mandate period.

#### d. Are the members organized by electoral groups?

NO.

#### e. Intergovernmental or personal capacity/expert capacity of members

Intergovernmental and Governmental capacity.

FACT SHEET

QUESTIONNAIRE TO BE FILLED OUT BY THE SECRETARIATS OF UNESCO'S INTERNATIONAL AND INTERGOVERNMENTAL BODIES

f. Have chairperson or/and Members States received introduction to the work and working methods?

NO.

g. Are Observers authorized to participate and/or take the floor?

Yes they are authorised to participate and to take the floor.

h. Meeting frequency and length

Twice per annum for at least 3 hours on each occasion.

i. How many languages are interpreted during the meetings?

Meetings are exclusively in English.

j. Where do the meetings take place?

At the institute.

k. Overall budget, including corresponding funding sources broken down as follows:

	RP	Other sources
Organizing meetings		Budget for the Steering Committee meetings: USD 33,970 per year
Operational activities		
UNESCO staff (approximate budget in lump sum)		Estimated effort related to the Steering Committee per year: USD 19,970

## FACT SHEET

QUESTIONNAIRE TO BE FILLED OUT BY THE SECRETARIATS OF UNESCO'S INTERNATIONAL AND INTERGOVERNMENTAL BODIES

### 2. Bureau (if any): NONE

- a. Number of members, mandate period, number of times for possible reelection
- b. Intergovernmental or personal capacity/expert capacity?
- c. Meetings frequency and length
- d. Are observers allowed to participate and/or speak?
- e. Interpretation during the meetings?
- f. How many languages interpreted during the meetings?
- g. Where do the meetings take place?

### 3. Rules of procedure

- a. Who adopts the rules of procedure?

Rules of procedure were set forth in the tripartite agreement.

#### b. Preparation of meeting

- i. Who decides agenda?

The chairperson.

- ii. When are documents sent out?

A couple of weeks in advance.

- iii. Are they sent out in paper form?

No, they are sent in electronic form.

FACT SHEET

QUESTIONNAIRE TO BE FILLED OUT BY THE SECRETARIATS OF UNESCO'S INTERNATIONAL AND INTERGOVERNMENTAL BODIES

iv. Can you opt out of receiving printed documents?

Does not arise.

v. Who decides the timetable?

The chairperson in consultation with the other members.

vi. Who convenes the meeting?

The chairperson.

vii. Do you open up for video meetings?

Yes we do.

viii. Can there be extraordinary sessions? YES.

i. If yes: how? One of the members requests it and the chairperson must approve and call it.

ix. Do you appoint sub groups or sub committees? YES

i. If so for what duration and for which tasks?

There has only been one case and it was exceptional in order to address an audit report

c. Decision-making

i. Who prepare draft decisions?

Decisions are taken and drafted during the meeting.

FACT SHEET

QUESTIONNAIRE TO BE FILLED OUT BY THE SECRETARIATS OF UNESCO'S INTERNATIONAL AND INTERGOVERNMENTAL BODIES

- ii. Until when can member states suggest new draft decision or amendments?

Members of the steering committee can make suggestions up to and during the meeting.

- iii. Are observers allowed to participate and/or speak? YES/YES

- iv. How are decisions adopted?

Two thirds majority.

**4. Relation to General Conference and Executive Board and to other intergovernmental organs**

- a. Do you formally submit proposals for the program and budget of UNESCO (C/5)? YES

- a. If yes, how?

Through the Natural Sciences Sector.

- b. How do you follow-up the General Conference's resolutions?

Through the natural Science Sector

- c. Do you give input to the Executive Board in your field of competence?

We have not been asked.

- d. Do you report on your activities to the General Conference and/or to the Executive Board more than once during each four year programme period?

## FACT SHEET

QUESTIONNAIRE TO BE FILLED OUT BY THE SECRETARIATS OF UNESCO'S INTERNATIONAL AND INTERGOVERNMENTAL BODIES

NO

e. How do you follow-up the Executive Board decisions?

Through the Natural Sciences Sector.

f. Does a specific framework exist to collaborate with other international and intergovernmental bodies?

Our institute has collaborations and agreements with other international agencies eg. IAEA, ITU, WMO.

**5. Any others comments regarding the governance of international and intergovernmental bodies**

The institute also has a 15-member Scientific Council composed of faculty members from top scientific institutions worldwide that advise the director on all scientific issues. There is one yearly meeting that coincides with one of the two meetings of the Steering Committee. The whole activity last 1 and a half days. The members of the Steering Committee usually attend to all the activities of the Scientific Council.

**6. Please provide the reference and if possible hyperlink to the relevant statutory documents, including General Conference Resolutions establishing the bodies and relevant Executive Board decisions**

**AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY,  
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION  
AND THE GOVERNMENT OF THE REPUBLIC OF ITALY  
CONCERNING  
THE INTERNATIONAL CENTRE FOR THEORETICAL PHYSICS AT TRIESTE**

WHEREAS the International Centre for Theoretical Physics (hereinafter referred as the "Centre") is governed by the Agreement between the International Atomic Energy Agency and the Government of the Republic of Italy Concerning the Seat of the International Centre for Theoretical Physics (hereinafter referred to as the "Seat Agreement") which entered into force on 15 June 1968; the Agreement between the International Atomic Energy Agency and the United Nations Educational, Scientific and Cultural Organization Concerning the Joint Operation of the International Centre for Theoretical Physics at Trieste (hereinafter referred to as the "Joint Operation Agreement") which entered into force on 1 January 1970; and the Exchange of Letters between the International Atomic Energy Agency (hereinafter referred to as the "Agency") the United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "UNESCO") and the Government of the Republic of Italy (hereinafter referred to as the "Italian Government") concerning the financing of Centre signed on 11 December 1990;

WHEREAS pursuant to the Joint Operation Agreement the administration of the Centre is carried out by the Agency on behalf of UNESCO and itself;

WHEREAS the Agency and UNESCO consider that it is desirable, having regard to their respective mandates, to transfer the administration of the Centre from the Agency to UNESCO;

WHEREAS the Agency, UNESCO and the Italian Government desire to make permanent arrangement for the financing of the Centre;

WHEREAS pursuant to the foregoing it is necessary to effect consequential amendments to the Seat Agreement and to the Joint Operation Agreement;

BEARING IN MIND the outstanding contribution that Professor Abdus Salam, the Nobel-prize-winner, has made to the creation and development of the Centre;

NOW, THEREFORE, the Agency, UNESCO and the Italian Government have agreed as follows:

**ARTICLE 1****Seat Agreement**

UNESCO shall replace the Agency as a party to, and shall take over all rights and obligations of the Agency under the existing Seat Agreement on the understanding that the relevant provisions of the Agreement on the Privileges and Immunities of the Agency shall continue to be applicable, *mutatis mutandis*, with regard to the Centre after its transfer to UNESCO. Accordingly, the words "the Agency" are replaced as appropriate with "UNESCO" in the existing Seat Agreement.

**ARTICLE 2****Organization**

The Centre shall have an organizational framework consisting of the following:

- (a) the Steering Committee,
- (b) the Director
- (c) the Scientific Council

**ARTICLE 3****The Steering Committee**

1. Steering Committee shall be composed of the following members:

- (a) (i) one high level representative designated by the Director-General of UNESCO;
- (ii) one high level representative designated by the Director General of the Agency;
- (iii) one high level representative designated by the Italian Government;



- (b) such other members as may be appointed by the Steering Committee in order to ensure appropriate representation of those countries or institutions having made particularly important contributions to or having a particular interest in the activities of the Centre;
  - (c) the Director who shall also be ex officio Chairperson of the Steering Committee.
2. The representatives mentioned in paragraphs 1(a) and (b) of this Article, may be accompanied by experts.
3. The Chairperson of the Scientific Council shall attend meetings of the Steering Committee in an advisory capacity.

#### ARTICLE 4

##### Functions of the Steering Committee

The functions of the Steering Committee shall be:

- (a) to formulate the general guidelines for Centre's activities, taking into account its objectives as specified in the Joint Operation Agreement;
- (b) subject to the budgetary appropriation by the respective competent organs, to determine:
  - (i) the annual level of the budget;
  - (ii) the level of respective contributions;
  - (iii) the financial plans;
  - (iv) how the funds available for the operation of the Centre are to be used;
- (c) to consider the proposals of the Director for the programme, work plans, financial plans, and budget proposals of the Centre and to take decisions thereon;

- (d) to consider the annual and other reports of the Director on the activities of the Centre;
- (e) to submit a report on the Centre's activities to UNESCO and the Agency;
- (f) to recommend to the Director General of UNESCO the names of candidates for the post of the Director of the Centre;
- (g) adopt its own rules of procedure, which shall include the following provisions: the Steering Committee shall normally meet twice a year; the decisions of the Steering Committee shall be taken by a two third majority except in cases concerning the level of contributions in which case decisions shall require the consent of each contributor concerned.

#### ARTICLE 5

##### The Director

1. The Director-General of UNESCO shall, in consultation with the Director General of the Agency and the Italian Government, appoint from among the candidates recommended by the Steering Committee the Director of the Centre for a period of five years, renewable.
2. The Director shall be the chief academic and administrative officer of the Centre. In this capacity, the Director shall, inter alia:
  - (a) administer the Centre;
  - (b) prepare proposals for the general activities and work plans of the Centre taking into account the advice of the Scientific Council for submission to the Steering Committee for its approval;
  - (c) prepare the financial plans and budget proposals of the Centre for submission to the Steering Committee for its approval;

- (d) execute the work programmes of the Centre and make payments within the framework of general guidelines and specific decisions adopted by the Steering Committee in accordance with the provisions of Article 4.

3. The Director shall have such other functions and powers as may be prescribed by the provisions of the present Agreement, the Joint Operation Agreement, the Seat Agreement and other relevant instruments or as may be entrusted to him/her pursuant to the authority delegated to him/her by the Director-General of UNESCO.

#### ARTICLE 6

##### The Scientific Council

1. There shall be a Scientific Council, established on a broad geographical basis, composed of up to 12 distinguished specialists in the disciplines relevant to the Centre's activities and sitting in a personal capacity.
2. The Chairperson of the Scientific Council shall be appointed jointly by the Directors General of UNESCO and the Agency, after consultations with the Steering Committee and the Director of the Centre. He or she shall be appointed for four years and shall be eligible for reappointment.
3. The remaining members shall be appointed by the Director of the Centre after consultations with the Chairperson of the Scientific Council for four years and shall be eligible for reappointment.
4. UNESCO, the Agency and the Italian Government may send specialists in scientific programmes to attend meetings of the Scientific Council.

#### ARTICLE 7

##### Functions of the Scientific Council

1. The Council shall advise the Centre on its programmes of activity having due regard to major academic, scientific, educational and cultural trends in the world relevant to the Centre's objectives.

2. The Steering Committee and the Director may request the Scientific Council for advice on more specific issues.
3. The Council shall adopt its own rules of procedure. The Council shall normally meet once a year.

#### ARTICLE 8

##### Financial Commitments

1. UNESCO, the Agency and the Italian Government agree to contribute to the Centre's budget as specified in this Article.
2. The level of contributions of UNESCO and the Agency to the Centre shall, subject to the budgetary appropriation approved by their competent organs, be not lower than that agreed in the Exchange of Letters dated 11 December 1990, augmented by the respective inflation factor employed by each organization in the calculation of its budget.
3. The Italian Government shall maintain its financial contributions to the Centre at a level not lower than that specified in the same Exchange of Letters or any higher contribution decided upon by the Steering Committee in accordance with Article 4(g).
4. The Exchange of Letters dated 11 December 1990 shall be terminated on the date of the entry into force of this Agreement.

#### ARTICLE 9

##### Special Account

1. The funds set aside for the operation of the Centre shall consist of the allocations determined by the General Conference of UNESCO, the General Conference of the Agency, the contributions of the Italian Government, and of such subventions, gifts and bequests as are allocated to it by other United Nations agencies, governments, public or private organizations, associations or individuals.

2. Funds allocated for the operation of the Centre shall be paid into a special account to be set up by the Director-General of the UNESCO, in accordance with the relevant provisions of the organization's Financial Regulations. This special account shall be operated and the Centre's budget administered in accordance with the above-mentioned provisions.

#### ARTICLE 10

##### Transfer of assets and liabilities

Upon the entry into force of the present Agreement, UNESCO shall take over from the Agency all assets, including property, and liabilities pertaining to the Centre, in accordance with arrangements to be made between the two Parties.

#### ARTICLE 11

##### Transfer of staff

1. The transfer of the Agency's staff members posted at the Centre to UNESCO shall be carried out by arrangement between the two organizations, taking into account the present Agreement, the Joint Operation Agreement and, for all matters not expressly agreed between UNESCO and the Agency, the relevant provisions of the Inter-organization Agreement Concerning Transfer, Secondment or Loan of Staff Among the Organizations Applying the United Nations Common System of Salaries and Allowances, it being understood that the transfer in itself should not adversely affect the conditions of employment of the said staff members posted at the Centre, including the duration of their contracts and fringe benefits, subject to the availability of the funds for the operation of the Centre.

2. Agency staff members posted at the Centre, transferred pursuant to paragraph 1 of this Article, shall be staff members of UNESCO.

3. Arrangements in respect of the contractual status of other persons, besides those referred to in paragraphs 1 and 2 of this Article, posted at the Centre, such as consultants, visiting scientists, course participants, and fellows, shall be agreed between the two organizations.

**ARTICLE 12****Joint Operation Agreement**

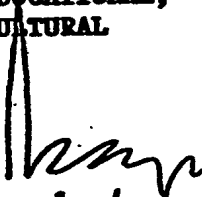
The Joint Operation Agreement shall be amended as between the Agency and UNESCO taking into account the relevant provisions of the present Agreement.

**ARTICLE 13****Entry into force, amendment and duration**

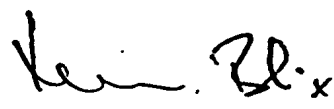
1. This Agreement shall be signed by the duly authorized representatives of the Contracting Parties.
2. The present Agreement is subject to acceptance or ratification by the competent organs of each Contracting Party. Each Contracting Party shall inform in writing and without delay the other Contracting Parties of the acceptance or ratification of the present Agreement by its competent organ.
3. The present Agreement shall enter into force upon 1 January of the year following that during which the Parties exchange notifications concerning the acceptance or ratification of the present Agreement by their respective competent organs.
4. The Agency, UNESCO and the Italian Government shall, at the request of one or more of them, consult about amending this Agreement.
5. The present Agreement may be amended by mutual consent of UNESCO, the Agency and the Italian Government.
6. This Agreement shall remain in force for indeterminate period. However, if after consultation with the other Contracting Parties, a Contracting Party decides to denounce this Agreement, it shall address a notification to this

effect to the other Contracting Parties. The denunciation shall take effect twenty-four months after the date on which the above mentioned notification was made.

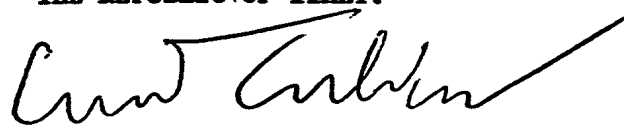
For the UNITED NATIONS EDUCATIONAL,  
SCIENTIFIC AND CULTURAL  
ORGANIZATION:

  
Paris 15.3.93.

For the INTERNATIONAL ATOMIC  
ENERGY AGENCY:

  
Vienna, 15/11 March 1993.

For the GOVERNMENT OF  
THE REPUBLIC OF ITALY:

  
Vienna, 15/11 March 1993