

**ANNEX**  
**DRAFT AGREEMENT BETWEEN**  
**THE GOVERNMENT OF ROMANIA**  
**AND THE**  
**UNITED NATIONS EDUCATIONAL,**  
**SCIENTIFIC AND CULTURAL ORGANIZATION**  
**(UNESCO)**  
**CONCERNING THE ESTABLISHMENT IN MĂGURELE-BUCHAREST, ROMANIA**  
**OF AN INTERNATIONAL CENTRE FOR ADVANCED TRAINING AND RESEARCH IN PHYSICS**  
**AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

The Government of Romania

and

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

hereinafter referred as "Parties",

*Having regard* to UNESCO's Medium-Term Strategy (2008-2013) whereby the Organization proclaims its Strategic Programme Objective 4: Fostering policies and capacity-building in science, technology and innovation;

*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 physics, with Romanian institutions and between these institutions and other countries, particularly in Central and Eastern Europe and African countries;

*Considering* that the Director-General has been authorized by the General Conference to conclude with the Government of Romania 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 Centre in this Agreement;

**HAVE AGREED AS FOLLOWS:**

**Article 1 – Definitions**

In this Agreement:

- (a) “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
- (b) “Government” means the Government of Romania.
- (c) “Centre” means the proposed International Centre for Advanced Training and Research in Physics.
- (d) “UNESCO/ICTP” refers to the Abdus Salam International Centre for Theoretical Physics, a centre that is part of UNESCO.

**Article 2 - Establishment**

The Government shall agree to take, at the latest in March 2012, any measures that may be required for the setting up at Măgurele-Bucharest of a centre under the auspices of UNESCO (category 2 centre), 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 Centre shall be independent of UNESCO.
2. The Government shall ensure that the Centre enjoys within its territory the functional autonomy necessary for the execution of its activities and the legal capacity:

- to contract;
- to institute legal proceedings;
- to acquire and dispose of movable and immovable property.

#### **Article 5 – Constitutive Act**

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

- (a) the legal status granted to the Centre, within the national legal system, the 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 Centre allowing UNESCO representation within its governing body.

#### **Article 6 – Objectives and Functions of the Centre**

The objectives of the Centre shall be to:

- (a) provide facilities and opportunities for advanced training and research for scientists from Central and Eastern European countries, in addition to least developed countries in Africa, with an additional mandate to promote women in science throughout its programmes;
- (b) develop and coordinate research-oriented advanced studies in physics and related interdisciplinary themes;
- (c) provide expertise to decision makers, educators and the general public to strengthen the research and development potential in the region;
- (d) develop outreach activities (seminars, conferences, workshops) in cooperation with national and international institutions, providing an international forum and enhancing collaborative networks among scientists from different countries in the region.

The functions of the Centre 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 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) **Scientific events and knowledge transfer through short-term activities**, developed in cooperation with UNESCO including, workshops, conferences and seminars compatible with UNESCO programmes.

### **Article 7 – Governing Board**

1. The Centre shall be guided and supervised by an International Governing Board to be renewed every five years and includes:
  - (a) a representative of the Government, who will chair the board;
  - (b) two representatives of UNESCO, including one from UNESCO/ICTP;
  - (c) 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 13, 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) 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;

- (e) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

3. 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.

4. 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.

5. The Director of the Centre shall participate in the meetings of the Governing Board, as invited non-voting member.

#### **Article 8 - International Scientific Committee**

1. The Centre shall have an International Scientific Committee that will:

- (a) provide scientific expertise and policy advice on the development of long - and medium - term scientific programmes of the Centre and on preparation of its annual work plan;
- (b) assist in the appraisal of activities carried out by the Centre;
- (c) make recommendations on the optimum selection of research and development institutions and/or experts that may provide services required for the Centre; and
- (d) provide advice on the development of international scientific partnerships in the framework of the Centre's programme activities.

2. The International Scientific Committee shall comprise scientists, from both developed and developing countries, who are actively engaged in the basic sciences that relate to the objectives of the Centre and shall assure the excellence of the required scientific expertise; as well as a representative of the Natural Sciences Sector and an ICTP representative.

3. The members of the International Scientific Committee will be appointed by the Director of the Centre, pursuant to consultation with UNESCO and endorsement by the Governing Board.

### **Article 9 – Secretariat**

1. The Secretariat shall consist of a Director and staff necessary for the proper functioning of the Centre.
2. The Director of the Centre shall be appointed by the International Governing Board after consultation with the Director-General of UNESCO.
3. The other members of the Secretariat may comprise:
  - (a) members of UNESCO's staff who may be temporarily seconded by the Director-General on an exceptional basis, as define in Article 11 below;
  - (b) any person appointed by the Director, in accordance with the procedures laid down by the Governing Board;
  - (c) Government officials who are made available to the Centre, as provided by the applicable laws and regulations of Romania.

### **Article 10 – Duties of the Director**

The Director shall discharge the following duties:

- (a) direct the work of the Centre in conformity with the programmes and directives established by the Governing Board;
- (b) prepare the draft work plan and budget to be submitted to the Governing Board for approval;
- (c) prepare the provisional agenda for the sessions of the Governing Board and submit to it any proposal that he or she may deem useful for the administration of the Centre;
- (d) prepare reports and self-assessments on the Centre's activities to be submitted to the Governing Board and UNESCO;

- (e) appoint the members of the International Scientific Committee as laid down in Article 8 above and appoint members of the Secretariat;
- (f) take the necessary measures for organizing the internal structure of the Centre in accordance with Romanian law;
- (g) represent the Centre in legal and in civil actions, including litigation.

#### **Article 11 – UNESCO's contribution**

1. UNESCO may provide assistance, as needed, in the form of technical assistance for the programme activities of the Centre, in accordance with the strategic goals and objectives of UNESCO by:

- (a) providing the assistance of its experts in the specialized fields of the Centre;
- (b) contributing financially, under a contractual agreement, to activities that are implemented by the Centre, if they are part of a particular UNESCO project or programme that is managed and led by UNESCO;
- (c) seconding members of its staff temporarily, as may be decided by the Director-General on an exceptional basis if justified by the implementation of a joint activity/project within a strategic programme priority area.

2. In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO's programme and budget, and UNESCO will provide Member States with accounts relating to the use of its staff and associated costs.

#### **Article 12 – 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 Ministry of Education, Research, Youth and Sport, 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 Director and secretariat staff;
- (c) encourage Romanian institutions collaborating with the Centre to make financial and/or in-kind contributions; and
- (d) help the Centre to undertake various fund-raising activities from other national and international institutions/organizations.

### **Article 13 – Participation**

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

### **Article 14 - Responsibility**

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the Centre 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 15 – Evaluation**

1. UNESCO may, at any time, carry out an evaluation of the activities of the Centre in order to ascertain:
  - (a) whether the Centre makes a significant contribution to the strategic goals of UNESCO;



(b) whether the activities effectively pursued by the Centre are in conformity with those 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 19 and 20.

#### **Article 16 – Use of UNESCO name and logo**

1. The Centre may mention its affiliation with UNESCO and may therefore use after its title the mention: “under the auspices of UNESCO”.

2. The Centre 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.

#### **Article 17 – Entry into force**

This 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 Romania 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 18 – Duration**

This Agreement is conducted for a period of five years as from its entry into force, and shall be deemed renewed for successive periods of five years, following an evaluation, unless otherwise expressly denounced by either party as provided for in Article 19.

#### **Article 19 – 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 contracting Parties to the other.

#### **Article 20 - Revision**

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

#### **Article 21 – Settlement of disputes**

1. Any dispute between UNESCO and the Government 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 members. 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 have signed this Agreement,

DONE in two copies in English, on .....

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For the Government of Romania

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For the United Nations Educational,  
Scientific and Cultural Organization