

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

THE INTERNATIONAL CENTRE FOR ADVANCED TRAINING AND RESEARCH IN PHYSICS (CIFRA)

IN MAGURELE, BUCHAREST, ROMANIA

AND

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO)

REGARDING THE RENEWAL OF CIFRA

AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO

The International Centre for Advanced Training and Research in Physics (CIFRA)

and

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

the two together hereinafter referred to as the “Participants.”

Having regard to [36 C/Resolution 27](#) by which the 36th session of the UNESCO General Conference decided to establish CIFRA as a Category 2 Centre under the auspices of UNESCO,

Recalling Decision [214 EX/XXX] by which the Executive Board of UNESCO decided to renew the designation of the International Centre for Advanced Training and Research in Physics (CIFRA) as a Category 2 Centre under the auspices of UNESCO and authorized the Director-General of UNESCO to sign the corresponding Memorandum of Understanding, and

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;

Desirous of defining the terms and conditions governing the framework for cooperation between the CIFRA and UNESCO based on the Agreement between the Government of Romania and UNESCO,

The Participants have reached the following understanding:

Paragraph 1 – Definitions

- a. “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
- b. “Centre” refers to the International Centre for Advanced Training and Research in Physics (CIFRA), a subsidiary entity of the National Institute of Materials Physics – Romania, (“NIMP Romania” or Institutul Național de Cercetare-Dezvoltare pentru Fizica Materialelor), with its own legal personality.
- c. “Government” refers to the Government of Romania.
- d. “ICTP” refers to the Abdus Salam International Centre for Theoretical Physics, a Category 1 centre that is part of UNESCO.
- e. “Agreement” refers to the Agreement between the Romanian Government and UNESCO concerning the renewal of CIFRA as a Category 2 centre under the auspices of UNESCO,

Article 2 – Purpose of the Memorandum of Understanding

The purpose of this Memorandum of Understanding is to define the terms and conditions governing the collaboration between the Participants regarding the Centre as a Category 2 centre under the auspices of UNESCO as well as the rights and obligations stemming therefrom for the Participants.

Article 3 – Operation

The Center will agree to take any measures required to continue its operation as a Category 2 centre under the auspices of UNESCO, according to the provisions of this Memorandum of Understanding.

Article 4 – Legal status

- a. The Centre will be independent of UNESCO.
- b. The Centre will enjoy within the territory of Romania the autonomy necessary for the execution of its activities and has the legal capacity to:
 - i. contract;
 - ii. institute legal proceedings;
 - iii. acquire and dispose of movable and immovable property.

Article 5 – Constitutive Act

The Centre shall ensure that its Constitutive Act and all internal regulations 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 International Governing Board.

Article 6 – Objectives and Functions

The objectives and functions of the Centre, aligned with the relevant priorities of the UNESCO Mid-term Strategy (2022-2029) and contributing to implementation of the 2030 Agenda for Sustainable Development, will 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 will 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 – Governance

a. International Governing Board

- i. The Centre will be guided and supervised by an International Governing Board to be renewed every five years and includes:
 1. a representative of the Government, who will chair the board;
 2. two representatives of UNESCO: including a representative from the ICTP;
 3. one representative of each Member State(s) and or Associate Member State(s), which have sent to the Centre notification for membership, in accordance with the stipulations of Article 11.b and have expressed interest in being represented on the Board.
- ii. The International Governing Board will:
 1. approve the long-term and medium-term programmes of the Centre;
 2. approve the annual work plan and budget of the Centre, including the staffing table;
 3. examine the annual and evaluation reports submitted by the Director of the Centre, including reports of the Centre's contribution to UNESCO's approved programme and budget (C/5), global strategies and action plans as well as sectoral programme priorities, and develop response strategies for strengthening such contribution;
 4. 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;
 5. adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws of the country;
 6. decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.
- iii. The International Governing Board will meet in ordinary session at regular intervals, at least once every calendar year; it will meet in extraordinary session if convened by its Chairperson, either on his/her own initiative or at the request of the Director-General of UNESCO or of two-thirds of its members.
- iv. The International Governing Board will adopt its own rules of procedure.
- v. The Director of the Centre will participate in the meetings of the International Governing Board, as invited non-voting member.

b. International Scientific Committee

- i. The Centre will have an International Scientific Committee that will:
 1. 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;
 2. assist in the appraisal of activities carried out by the Centre;
 3. make recommendations on the optimum selection of research and development institutions and/or experts that may provide services required for the Centre; and
 4. provide advice on the development of international scientific partnerships in the framework of the Centre's programme activities

- ii. The International Scientific Committee will 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 will assure the excellence of the required scientific expertise; as well as a representative of the Natural Sciences Sector and an ICTP representative.
 - iii. 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 International Governing Board.
- c. Secretariat
- i. The Secretariat will consist of a Director and staff necessary for the proper functioning of the Centre.
 - ii. The Director of the Centre will be appointed by the International Governing Board after consultation with the Director-General of UNESCO.
 - iii. The other members of the Secretariat may comprise:
 - 1. members of UNESCO's staff who may be temporarily seconded by the Director-General on an exceptional basis, as defined in Article 10 below;
 - 2. any person appointed by the Director, in accordance with the procedures laid down by the International Governing Board;
 - 3. Government officials who are made available to the Centre, as provided by the applicable laws and regulations of Romania.
- d. Duties of the Director

The Director will discharge the following duties:

- i. direct the work of the Centre in conformity with the programmes and directives established by the International Governing Board;
- ii. prepare the draft work plan and budget to be submitted to the International Governing Board for approval;
- iii. prepare the provisional agenda for the sessions of the International Governing Board and submit to it any proposal that he or she may deem useful for the administration of the Centre;
- iv. prepare reports and self-assessments on the Centre's activities to be submitted to the International Governing Board and UNESCO;
- v. appoint the members of the International Scientific Committee as laid down in Article 7.b above and appoint members of the Secretariat;
- vi. take the necessary measures for organizing the internal structure of the Centre in accordance with Romanian law;
- vii. represent the Centre in legal and in civil actions, including litigation.

Article 8 – Contribution by CIFRA

CIFRA will:

- a. assume all costs related to the maintenance of the premises, equipment, facilities, utilities and communications;

- b. provide, in cooperation with the Government, all necessary financial resources, as well as the staff necessary, for the performance of its functions as a Category 2 centre.

Article 9 – Financial Contribution to UNESCO

With a view to recovering costs incurred by UNESCO in administering, monitoring, reporting and other operational processes vis-à-vis category 2 institutes and centres, the Centre, via NIMP Romania, shall make an annual contribution to the UNESCO Natural Sciences Programme Sector equivalent to at least US \$1,000 by 31 December of every year from the entry into force of this agreement.

Article 10 – Contribution by UNESCO

- a. UNESCO may provide technical assistance, as needed, for the actions of the Centre, in accordance with UNESCO's Approved Programme and Budget (C/5), including global strategies and action plans, as well as sectoral programme priorities by:
 - i. providing the assistance of its experts in the specialized fields of the Centre;
 - ii. engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; and
 - iii. 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 or project within a strategic programme priority area.
- b. In all the cases listed above, such assistance will 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 11 – Participation

- a. The Centre will 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
- b. Member States and Associate Members of UNESCO wishing to participate in the Centre's activities and to be represented on the International Governing Board as a member, as provided for under this Agreement, shall send to the Centre notification to this effect. The director shall inform the Participants of the Memorandum of Understanding and other participating Member States of the receipt of such notifications.

Article 12 – Responsibility

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

Article 13 – Evaluation

- a. UNESCO may, at any time, carry out an evaluation of the activities of the Centre to be funded by the Centre, via NIMP Romania, in order to ascertain whether:

- i. the Centre makes a significant contribution to UNESCO's prevailing Approved Programme and Budget (C/5) at the time in which it was renewed, including global strategies and action plans as well as sectoral programme priorities;
 - ii. the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
- b. UNESCO will, for the purpose of the renewal of this Memorandum of Understanding, conduct an evaluation of the contribution of the Centre to UNESCO's prevailing Approved Programme and Budget (C/5) at the time in which it was renewed, including global strategies and action plans, as well as sectoral programme priorities. This evaluation, managed by UNESCO, will be financed entirely by the Centre, via NIMP Romania.
- c. UNESCO undertakes to submit the conclusions of the renewal evaluation to the Centre and Member State concerned and to make available the renewal evaluation report on the relevant Programme Sector(s) website.
- d. Following the conclusions of a renewal evaluation, each of the Participants shall have the option of requesting a revision of the contents of the Agreement or of denouncing the Agreement, as envisaged in Articles 17 and 18.

Article 14 – Use of UNESCO's name and logo

- a. The Centre may mention its affiliation with UNESCO. It may therefore use after its title the mention "under the auspices of UNESCO".
- b. The Centre is authorized to use the UNESCO logo or a version thereof on its letterheaded paper and documents including electronic documents and websites in accordance with the conditions established by the governing bodies of UNESCO.
- c. Use of UNESCO's name and logo including in the name, on letterheaded paper and documents, including electronic documents and websites of CIFRA are strictly prohibited in the absence of a valid agreement with UNESCO.

Article 15 – Date of effect

This Memorandum of Understanding shall take effect, after its signature by the Participants, on the date of entry into force of the Agreement between UNESCO and the Government of Romania regarding the International Centre for Advanced Training and Research in Physics (CIFRA) as a Category 2 Centre under the auspices of UNESCO.

Article 16 – Duration

This Memorandum of Understanding is concluded for a period of eight years calculated from its date of effect. The Memorandum of Understanding shall be renewed or terminated on the basis of a decision by the Executive Board following a recommendation of the Director-General.

Article 17 – Denunciation

- a. Each of the Participants will be entitled to denounce this Memorandum of Understanding unilaterally.
- b. The denunciation will take effect within 30 days following receipt of the notification sent by one of the Participants to the other.

- c. In case of denunciation of the Agreement between UNESCO and the Government of Romania concerning CIFRA this Memorandum of Understanding will terminate on the same date as the Agreement.

Article 18 – Revision

This Memorandum of Understanding may be revised by written consent between CIFRA and UNESCO, further to, and taking into account the recommendations of a renewal evaluation.

Article 19 – Settlement of disputes

Any dispute arising from this Memorandum of Understanding will be settled by mutual understanding of the Participants. In the absence of an amicable settlement, the dispute shall be referred to arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

Article 20 – Privileges and immunities

Nothing in or relating to the present Memorandum of Understanding shall be deemed a waiver of any of the privileges and immunities of UNESCO.

Signed in two copies in English at UNESCO Headquarters Paris, on [date].

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[Name]
For CIFRA

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[Name]
For the United Nations Educational, Scientific
and Cultural Organization