

AGREEMENT BETWEEN

THE GOVERNMENT OF ROMANIA

AND

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

REGARDING THE RENEWAL OF  
THE INTERNATIONAL CENTRE FOR ADVANCED TRAINING AND RESEARCH IN PHYSICS (CIFRA)  
AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO

The Government of Romania

and

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

*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;

*Recalling* [36 C/Resolution 27](#) by which the General Conference decided to establish 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 to sign the corresponding Agreement,

*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 Agreement,

*Considering* that UNESCO and the International Centre for Advanced Training and Research in Physics (CIFRA) have signed a Memorandum of Understanding on [please insert the date]

*Desirous* of defining the terms and conditions governing the framework for cooperation between the Government of Romania, and UNESCO that shall be granted to the said Centre in this Agreement,

## **HAVE AGREED AS FOLLOWS:**

### **Article 1 – Definitions**

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

### **Article 2 – Operation**

The Government shall agree to take any measures that may be required for the continued operation of CIFRA as a category 2 centre under the auspices of UNESCO, 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 Parties regarding CIFRA as a category 2 centre under the auspices of UNESCO and also the rights and obligations stemming therefrom for the Parties.

#### **Article 4 – Legal status**

- a. The Centre shall be independent of UNESCO.
- b. The Government shall ensure that the Centre enjoys within its territory 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 Government shall ensure that the Constitutive Act of the Centre includes 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, 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 – Governance**

- a. International Governing Board
  - i. The Centre shall 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 shall:
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 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/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 shall adopt its own rules of procedure.
- v. The Director of the Centre shall participate in the meetings of the International Governing Board, as an invited non-voting member.
- b. International Scientific Committee
- i. The Centre shall 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 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.
  - iii. The members of the International Scientific Committee shall 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 shall consist of a Director and staff necessary for the proper functioning of the Centre.
- ii. The Director of the Centre shall 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 define 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 shall 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 the Government**

- a. The Government shall, subject to its relevant and appropriate laws and regulations, and following the annual budget appropriation of Romania, provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre in Romania, via NIMP Romania.
- b. The Government undertakes to:
  - i. entirely assume the cost of the facilities, including equipment, utilities, communications and maintenance of the premises;
  - ii. make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise a Director and secretariat staff;

- iii. encourage Romanian institutions collaborating with the Centre to make financial and/or in-kind contributions; and
- iv. help the Centre to undertake various fund-raising activities from other national and international institutions/organizations.

#### **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 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 11 – Participation**

- a. 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.
- 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 Parties to the Agreement and other participating Member States of the receipt of such notifications.

#### **Article 12 – 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 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 Agreement.

#### **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 shall, for the purpose of the renewal of this Agreement, 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, shall 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 Parties 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 letter headed 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 letter headed paper and documents, including electronic documents and websites of CIFRA are strictly prohibited in the absence of a valid agreement with UNESCO.

#### **Article 15 – Entry into force**

This agreement shall enter into force, after its signature by the Parties, on the date of receipt by UNESCO of the written notification by which the Government of Romania informs UNESCO about the fulfillment of the internal legal procedures concerning the entry into force of this Agreement.

#### **Article 16 – Duration**

This Agreement is concluded for a period of eight years as from its entry into force. The Agreement 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 Parties shall be entitled to denounce this Agreement unilaterally.
- b. The denunciation shall take effect within 30 days following receipt of the notification sent by one of the Parties to the other.
- c. In case of denunciation of the Memorandum of Understanding between CIFRA and UNESCO, this Agreement shall terminate on the same date as the Memorandum of Understanding

#### **Article 18 – Revision**

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

#### **Article 19 – Settlement of disputes**

Any dispute arising from this Agreement shall be settled by mutual understanding of the Parties.

**Article 20 – Privileges and immunities**

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

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

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

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Marcel-Ioan BOLOȘ,

MINISTER OF RESEARCH, INNOVATION  
AND DIGITALIZATION

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[Name]

For the United Nations Educational, Scientific  
and Cultural Organization

[Name]

For the Romanian Government