AGREEMENT BETWEEN

THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

AND

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

CONCERNING THE ESTABLISHMENT IN HANOI, VIET NAM, OF THE INTERNATIONAL CENTRE OF PHYSICS, AS A CENTRE UNDER THE AUSPICES OF UNESCO (CATEGORY 2)

The Government of the Socialist Republic of Viet Nam

and

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

hereinafter referred as the "Parties",

Having regard to UNESCO's Medium-term Strategy (2014-2021) whereby the Organization proclaims its Strategic Programme Objectives 4 and 5;

Further noting the constituent elements of the mandate set for the International Basic Sciences Programme (IBSP);

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 the basic sciences, particularly in physics, with Viet Nam institutions and between these institutions and other countries, particularly in Asia and the Pacific;

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of the Socialist Republic of Viet Nam an Agreement in conformity with the draft that was submitted to the General Conference;

Desirous of defining the terms and conditions governing the framework of cooperation with UNESCO that shall be granted to the said Centre in this Agreement;

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 Socialist Republic of Viet Nam

(c) "Centre" means the International Centre of Physics

(d) "MOST" refers to the Ministry for Science and Technology of Viet Nam

(e) "VAST" refers to the Viet Nam Academy of Science and Technology

(f) "IoP" refers to the Institute of Physics, VAST

(g) "ICTP" refers to the *International Centre for Theoretical Physics,* a Category 1 Centre of UNESCO.

(h) "IBSP" refers to the *International Basic Sciences Programme* of UNESCO.

Article 2 – Establishment

The Government shall agree to take, in the course of the year 2018, any measures that may be required for the creation of the proposed Centre, on the premises of the Physics campus of the VAST, 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 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;
- institute legal proceedings; and,
- acquire and dispose of movable and immovable property.

Article 5 – Constitutive Act

The Constitutive Act of the Centre shall be issued by the Government, through the Vietnam Academy of Science and Technology, and must include provisions describing precisely:

(a) the legal status granted to the Centre within the national legal system, as well as 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

1. The objectives of the Centre shall be to:

(a) undertake research and training in physics at the highest international standards;

(b) provide an international centre for capacity building in the basic sciences, through schools and workshops;

(c) support research in those countries in Asia-Pacific and in the least developed countries in Africa, where physical research is not yet well-developed; and,

(d) provide expertise to decision makers, educators and the general public to strengthen the research and development potential in the region and beyond.

2. 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/long-term visitors, in cooperation with national and international institutions and with participation in international research projects; and,

(b) scientific events and knowledge transfer through short-term activities, developed in cooperation with UNESCO's IBSP, ICTP and other scientific institutions, including schools, workshops, conferences and seminars compatible with UNESCO programmes.

Article 7 – Governing Board

1. The Centre shall be guided and supervised by a Governing Board to be renewed every six year and includes:

(a) a representative of the Viet Nam Academy of Science and Technology (VAST), who will chair the board;

(b) a representative of the Ministry of Science and Technology of Viet Nam (MOST);

(c) a representative of the Institute of Physics (IoP);

(d) the Executive Secretary of IBSP or his/her representative, nominated by the UNESCO Director-General;

(e) the Director of the ICTP or his/her representative, nominated by the UNESCO Director-General;

(f) representatives of Member State(s), which have sent to the Centre notification for membership, in accordance with the stipulations of Article 10, paragraph 2, and have expressed interest in being represented on the Board.

2. The 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 the biennial self-assessment reports 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 for 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.

3. The 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 UNESCO Director-General or of two-thirds of its members. The costs related to the organization of the Governing Board meeting shall be covered by the Centre.

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

Article 8 – UNESCO's Contribution

1. UNESCO may provide assistance, as needed, in the form of technical assistance for the program 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) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations;

(c) seconding members of its staff temporarily, as may be decided by the Director-General on an exceptional basis and if justified by the implementation of a joint activity/project within a strategic program 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 Members States with accounts relating to such use of its staff and associated costs.

Article 9 – Contribution by the Government

1. The Government shall provide all the resources, financial or in-kind, required for the administration and proper functioning of the Centre.

2. The Centre's infrastructure and permanent personnel are provided by VAST and IoP, on behalf of the Government.

3. The Government undertakes to:

(a) allocate to the Centre an annual budget sufficient to ensure the Centre's activities based on its approved annual work plan;

(b) encourage Vietnamese institutions in collaboration with the Centre to make financial and/or in-kind contributions;

(c) help the Centre to undertake various fund-raising activities from other national and international institutions/organizations;

(d) assist the Centre to access funding provided by regional and international funding agencies, through project proposals submitted and evaluated in a peer-reviewing system in accordance with Vietnamese law.

Article 10 – 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 Governing Board, the Government, UNESCO and other Member States 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 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 12 – 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 UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of the C/5 document (Programme and Budget), including the two global priorities of UNESCO, and related sectoral or programme priorities and themes;

   (b) whether the activities effectively pursued by the Centre are in conformity with those 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's strategic programme objectives, to be funded by the host country or Centre.

3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.

4. 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 16 and 17.

Article 13 – Use of the 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 on electronic documents and on web pages, in accordance with the conditions established by the governing bodies of UNESCO.

Article 14 – Entry into Force

This Agreement shall enter into force following its signature by the Parties and when they have informed each other in writing through diplomatic channels, that all the formalities required to that effect by the applicable laws and regulations of both Parties 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 is conducted for a period of six years as from its entry into force. The Agreement shall be renewed upon common agreement between the Parties once the Executive Board has made its comments based on the results of the renewal assessment provided by the Director-General.

Article 16 – 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 Parties to the other.

Article 17 – Revision

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

Article 18 – Settlement of Disputes

1. Any disputes between the Government and UNESCO concerning the interpretation or application of this Agreement if not settled by negotiation or any other appropriate method agreed upon 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 UNESCO Director-General, and a 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 two copies in English, in Hanoi, on 25 August, 2017:

For the Government of
the Socialist Republic of Viet Nam

For the United Nations Educational,
Scientific and Cultural Organization
(UNESCO)