

**AGREEMENT ON THE ESTABLISHMENT OF THE
INTERNATIONAL NETWORK OF CENTRES FOR RELATIVISTIC
ASTROPHYSICS ICRANET
IN PESCARA, ITALY**

Preamble

Aware of the importance of research in relativistic astrophysics for the understanding of the life and evolution of stars and of the structure of our universe as well as for the identification of the fundamental laws of nature;

Aware that research in this area must be based on international co-operation as a necessity;

Recognising that the study of the celestial and astrophysical objects has deep roots in most cultures;

Considering the wide popular appeal for discoveries of heavenly bodies like pulsars, quasars and black holes, in all countries;

Stressing the importance for development of many of the technologies and techniques used in and associated with relativistic astrophysics such as optical, radio, space and telecommunication technologies;

Whereas, the Parties to this Agreement wish to create an International Network of Centres for Relativistic Astrophysics, hereinafter referred to as ICRANET, as an international independent institution with suitable governance, juridical personality and appropriate international status, authorities, privileges and immunities and other conditions necessary to enable it to operate effectively toward the attainment of his objectives;

Recalling that the Italian Government will negotiate a seat agreement as soon as the ICRANET will have obtained the status of international organisation;

Now therefore, the Parties signatory hereto agree as follows:

**Article I
Establishment**

There shall be established an international organisation entitled ICRANET, which is to operate in accordance with the Statute, appended hereto and made an integral part hereof, as such Constitution may be amended when necessary in accordance with Article 16 thereof.

Article II
Signature, Ratification, Acceptance, Consent to be bound, Accession

- i) This agreement shall be open for signature by States and International Organisations in care of the Government of the Republic of Italy. It shall remain open for signature for a period of two years from _____, unless such period is extended prior to its expiry by the Depositary at the request of the Board of ICRANET.
- ii) The Government of the Republic of Italy shall be the Depositary of this Agreement
- iii) The consent to be bound by this Agreement shall be undertaken by the signatories in accordance with their own laws, regulations and procedures.
- iv) The consent of a State or of an International Organisation to be bound by this Agreement shall not constitute any obligation whatsoever to provide financial support to ICRANET beyond voluntary contributions.
- v) After the expiration of the period specified in paragraph i), the present Agreement shall remain open for accession by any State and any International Organisation, contingent upon approval by the Governing Board of the ICRANET by simple majority.
- vi) The instruments of accession shall be deposited with the Depositary of this Agreement.

Article III
Contractor Parties

Once ICRANET is established, Universities and research Centres shall freely associate.

Article IV
Entry into Force

- i) This Agreement and the Statute appended thereto shall come into force immediately upon receipt by the ratification or formal acceptance by three States or International Organisations parties to this Agreement.
- ii) For each State or International Organisation, which will deposit its document of accession or formal acceptance after the entry into force of this Agreement, this Agreement will enter into force as soon as such deposit will be accomplished.

Article V
Termination

Any party to this Agreement may, by written instrument to the Depositary, denounce this Agreement. Such termination of the consent to be bound shall become effective three months after the date on which such instrument is received.

Article VI
Settlement of Disputes

Any dispute between the Parties concerning the interpretation or application of the present Agreement will be solved through the Diplomatic channels.

Article VII
Authentic text

The authentic text of the present Agreement, including the Constitution appended thereto, shall be in the Italian and in the English language.

In witness whereof, the undersigned Plenipotentiaries, being duly authorised by their respective Governments, have signed this Agreement in a single original in the Italian and in the English language both texts being equally faithful.

Done at Rome on
For the Government of

Done at Rome on
For the Government of

Done at Rome on
For the Government of

Done at Rome on
For the Government of

Done at Rome on
For the Government of

STATUTE of the ICRANET.

Article 1 Status

- i) The ICRANET shall operate as an International organisation, and shall be organised exclusively for scientific and educational purposes.
- ii) The ICRANET shall possess full juridical international personality and enjoy such legal capacities as may be necessary for the exercise of its functions and the fulfilment of its purposes.

Article 2 Headquarters Location

The location of the ICRANET headquarters is located in Pescara, in Italy, unless the Steering Committee does decide to move the headquarters elsewhere. In order to be operative and to achieve its goals the Steering Committee may establish Research Centres in other Countries as required to support the ICRANET programme, according to Article 3.

Article 3 Objectives and Activities

- i) The ICRANET shall promote international scientific co-operation and undertake research in the field of Relativistic Astrophysics. It shall also co-ordinate international theoretical, experimental and observational research using instrumentation in space, on the earth's surface or underground;
- ii) Its activities shall consist of:
 - a) Development of scientific research;
 - b) Teaching at doctorate and post-doctorate level;
 - c) Long-term and short-term scientific training;
 - d) Organisation of workshops and scientific meetings;
 - e) Arrangement of exchange programmes for scientists and associates;
 - f) Development of new standards of electronic communication among the Research Centres;
 - g) Establishment of integrated data banks for all celestial bodies in all possible observable wave bands;
 - h) Development of new standards of communications;
 - i) Co-operation and affiliation with international scientific organisations;
 - j) Scientific co-operation and technology transfer involving industry;
 - k) Any other activities related to its institutional goals;
- iii) The scientific areas covered shall include cosmology, high-energy Astrophysics, theoretical physics and mathematical physics;
- iv) The ICRANET shall co-ordinate the research activities of Universities and Research Centres members of the Network, which operate on different geographical areas. This collaboration shall allow as well the teaching activities necessary for the development of young scientists in all Centres of the ICRANET. Each Centre will share its own facilities with all other members of the Network. Such facilities are at times of very great economical and scientific value and are essential in carrying out the research projects of the ICRANET;

- v) The ICRANET shall encourage the mobility of scientists among the Centres on the understanding that each Centre covers the travel expenses of its own researchers while the local expenses are covered by the host institution;
- vi) The ICRANET will grant fellowships for young students at the graduate, postgraduate and postdoctoral level within the framework of special teaching programmes;
- vii) The ICRANET shall be at the service of the scientific institutions and the Member States that wish to co-operate in the field of relativistic astrophysics.

Article 4 Organisation

The ICRANET shall have an organisational framework consisting of the:

- a) Steering Committee
- b) Director
- c) Scientific Committee

Article 5 Steering Committee

- i) The Steering Committee shall be composed of the following members:
 - a) One representative of each State and of each International Organisation member of the ICRANET;
 - b) One further representative of any other State or International Organisation which will contribute financially to the activities of ICRANET
 - c) One representative of each University and research Centre member of the ICRANET;
 - d) One representative of any other institution making a contribution to the activities of the ICRANET and accepted as a Member by a decision of the Steering Committee;
 - e) One representative of the Finance Minister of the Italian Government and one representative of the Mayor of Pescara, since the national contribution and the contribution envisaged in the seat agreement. With respect to successive accession to the Agreement, the participation will be open to representatives for each State and International Organisation contributor to the ICRANET.
 - f) One representative of Stanford University, one of University of Arizona, one of Specola Vaticana and one of ICRA as founding Members
- ii) The Steering Committee shall elect the Chairperson from among its members for a term of 3 years, renewable;
- iii) The Director shall be the Executive Secretary of the Steering Committee;
- iv) The Steering Committee shall meet in ordinary session once a year; it shall meet in an extraordinary session if summoned by the Chairperson, either on his own initiative or at the request of at least half of its members;
- v) A majority of the Members shall constitute a quorum for the Steering Committee meetings.
- vi) The Steering Committee shall adopt its own rules of procedure.

Article 6
Functions of the Steering Committee

The functions of the Steering Committee shall be:

- i) To elect the Director of the ICRANET;
- ii) To formulate, after hearing the Scientific Committee, the general guidelines for the ICRANET activities, taking into account its objectives as specified in Article 3;
- iii) To examine:
 - a) The annual level of the budget;
 - b) The level of respective contributions;
 - c) The financial plans;
 - d) The use to be made of the funds available for the operations of the ICRANET;
- iv) To consider the proposals of the Director for the programme, work plans, financial plans, staffing and budget proposals of the ICRANET and to take decisions thereof.
- v) To adopt, subject to the approval of the contributors concerned, increases in the budget based on the ICRANET requirements;
- vi) To consider the annual and other reports of the Director on the activities of the ICRANET;
- vii) Appoint an external auditor of the financial records and approve their report.
- viii) To adopt the staff regulations as established in other International Organisations in the United Nations Organisation System.

Article 7
Voting By the Steering Committee

Voting by the Steering Committee is regulated as follows:

- i) Each member of the Steering Committee has one vote,
- ii) Decisions of the Board Steering Committee shall be made by majority of the voting members present except as specified otherwise in this Statute in Art. 8;

Article 8
Appointment of the Director

The appointment of the Director, for a period not exceeding five years, renewable, will be decided by a two-thirds majority of the members of the Steering Committee. In absence of the quorum, after two calls of the meeting, the majority of the members present will decide the appointment. During the initial period of five years the President of ICRA will be appointed Director.

Article 9
Functions and Powers of the Director

- i) The Director shall be the chief academic and administrative officer of the ICRANET. In this capacity, the Director shall:
 - a) Administer the ICRANET;
 - b) Prepare proposals for the general activities and work plans of the ICRANET for submission to the Steering Committee for its approval;
 - c) Prepare the financial plans and budget proposals of the ICRANET for submission to the Steering Committee for its approval;
 - d) Oversee the execution of the work programmes of the ICRANET and make payments within the framework of general guidelines and specific decisions adopted by the Governing Board;
 - e) The Director is the legal representative of the ICRANET. He/she shall sign all deeds, contracts, agreements, treaties and other legal documents that are necessary to ensure the normal operation of the ICRANET. The Steering Committee may stipulate the extent to which the Director may delegate these powers. Contracts, agreements and treaties, which affect the governance, objectives, location, expansion or dissolution of the ICRANET, or major issues of the relationship to the host country, are subject to approval by the Steering Committee.
- ii) The Director shall have such other functions and powers as may be prescribed by the provisions of the present Agreement, in particular:
 - a) Recruit and manage the staff for the activities of the ICRANET;
 - b) Conduce on an annual basis a financial audit of the financial operations by an external accounting firm (see article 6[vi]).

Article 10
The Scientific Committee

- i) There shall be a Scientific Committee composed of one representative of each State, international Organisation, University or research Centre Member of the ICRANET;
- ii) The Scientific Committee shall elect by simple majority the Chairperson from among its members for a term of three years renewable.

Article 11
Functions of the Scientific Committee

- i) The Scientific Committee shall advise the ICRANET on its programmes of activity having due regard to major academic, scientific, educational and cultural trends in the World relevant to its objectives;
- ii) The Scientific Committee shall ensure the co-ordination of the scientific activities of the ICRANET and make recommendations to the Director regarding further growth of the ICRANET and specific avenues of research;
- iii) The Steering Committee and the Director may request the Scientific Committee for advice;
- iv) The Scientific Committee shall adopt its own rules of procedure and shall normally meet once a year.

Article 12 Secretariat

- i) The ICRANET Secretariat shall consist of the staff necessary for its proper functioning;
- ii) The members of the Secretariat shall be appointed by the Director in accordance with Article 9 (ii, a);
- iii) The paramount consideration in the employment of staff and in the determination of the conditions of service shall be the necessity of securing the highest standards of quality and efficiency;
- iv) Salary scales, insurance, pension schemes and any other terms of employment shall be laid down in staff regulations.

Article 13 Finance

- i) The ICRANET shall obtain its financial resources through such means as voluntary contributions and donations; course and seminar tuition fees; training workshops and technical assistance fees; publications and other service revenue; and interest income from trusts, endowments, and bank accounts;
- ii) The Parties to this Agreement shall not be required to provide financial support to the Institute beyond voluntary contributions.
- iii) The financial operations of the ICRANET shall be governed by financial regulations to be adopted by the Steering Committee in accordance with the established principles of the United Nations.
- iv) The budget of the ICRANET is approved annually by the Steering Committee.
- v) The Italian Government agree to contribute to the budget of the ICRANET as follows: starting with the enter into force of this Agreement, the financial contribution for each year shall amount to €1.549.370 and can increase with the needs of the ICRANET as defined by the Steering Committee in accordance with Article 6 (V);
- vi) Any such contribution as the ICRANET may receive from States, from the International Organisations or International Non-Governmental Organisations, from Universities and research Centres and from payments for services rendered, will be as well part of the budget;
- vii) The budget shall cover the cost of staff, operating costs and programme expenses;
- viii) The Municipality of Pescara has made available for the ICRANET activities premises in Pescara.

Article 14 Relationships with other organisations

- i) In order to achieve its objectives in the most efficient way, ICRANET may enter in agreements for close co-operation with relevant national, regional or International Organisations, foundations and agencies.
- ii) The Research Centres that wish to participate in the ICRANET activities, as provided for under this agreement, shall send to the Director notification to this effect.

Article 15
Rights, Privileges and Immunities

A seat agreement will be signed between the Government of the Italian Republic and the ICRANET in order to establish the rights, privileges and immunities of the staff members and official visitors as soon as such an International Organisation will be established.

Article 16
Amendments

This Constitution may be amended by the Steering Committee by the unanimous vote of the States and International Organisations parties of this Agreement. Any amendments shall enter into force six month after their approval.

Article 17
Dissolution

- i) The ICRANET may be dissolved subject to the approval of a three-fourths majority of all the voting members of the Steering Committee if it is determined that the purposes of the ICRANET have not been reached;
- ii) In case of dissolution, the assets of the ICRANET situated in the host or other countries shall be transferred to such countries for use for similar purposes or distributed to institutions having purposes similar to those of the ICRANET in the respective countries after agreement between the Government of those countries and the Steering Committee.

Article 18
Final Clauses

- i) In the event of closure of the ICRANET there will be no cost for the Members of the present Agreement.