

No. 9142

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
ITALY**

**Agreement concerning the establishment of an International
Centre for Theoretical Physics at Trieste (with
annexes). Signed at Rome, on 11 October 1963**

Official text: French.

Registered by the International Atomic Energy Agency on 24 June 1968.

**AGENCE INTERNATIONALE
DE L'ÉNERGIE ATOMIQUE
et
ITALIE**

**Accord concernant la création d'un Centre international
de physique théorique à Trieste (avec annexes). Signé
à Rome, le 11 octobre 1963**

Texte officiel français.

Enregistré par l'Agence internationale de l'énergie atomique le 24 juin 1968.

[TRANSLATION ¹ — TRADUCTION ²]

No. 9142. AGREEMENT ³ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF ITALY CONCERNING THE ESTABLISHMENT OF AN INTERNATIONAL CENTRE FOR THEORETICAL PHYSICS AT TRIESTE. SIGNED AT ROME, ON 11 OCTOBER 1963

WHEREAS the General Conference of the International Atomic Energy Agency has requested the Board of Governors and the Director General to study ways and means of establishing an international centre for theoretical physics under the auspices of the International Atomic Energy Agency (hereinafter the "Agency") and has further requested the Board of Governors, if the results of the study so warrant, to prepare plans for the establishment of such a centre under the Agency's programme ;

WHEREAS the Government of Italy (hereinafter the "Government") has generously offered premises, facilities, services and a subsidy for such a centre ; and

WHEREAS the Board of Governors of the Agency has decided that an international centre for theoretical physics shall be established at Trieste on a provisional basis under the auspices of the Agency, within the framework of the offer by the Government and subject to the conditions set forth in the Board's decision of 14 June 1963 ;

The Agency and the Government hereby agree as follows :

Article I

THE CENTRE

Section 1. The International Atomic Energy Agency Centre for Theoretical Physics (hereinafter the "Centre") shall be established as a part of the Agency.

Section 2. The principal purpose of the Centre shall be to foster, through training and research, the advancement of theoretical physics, with special regard to the needs of the developing countries, so as to help and encourage

¹ Translation by the International Atomic Energy Agency.

² Traduction de l'Agence internationale de l'énergie atomique.

³ Came into force on 5 February 1968, the date on which each of the two Contracting Parties received from the other written notification of the fact that all necessary formalities had been completed, in accordance with section 29.

theoretical physicists from these countries to continue and expand their research work. The functions and programme which the Centre shall carry out to achieve that purpose shall be determined by the Agency. The Centre shall begin operating between 1 January 1964 and 1 July 1964 on a date to be notified to the Government.

Article II

DIRECTOR, STAFF AND FELLOWS

Section 3. The Director of the Centre shall be appointed by the Director General of the Agency after consultation with the Government. The appointment of the other scientific and administrative staff and of the fellows shall be within the competence of the Agency.

Article III

SITE AND CONSTRUCTION

Section 4. The Centre shall be located at Miramare, near Trieste (Italy). The Government shall place at the disposal of the Agency for the Centre, at a nominal rent of US \$ 1.00 (one) per year, land and a building as described in Annex I.

Section 5. The plans of this building and the technical details thereof shall be established in agreement with the Agency. The Agency shall be kept informed of the progress of construction and shall have the opportunity to present any suggestions in connection therewith. The Government shall make the necessary arrangements for construction to begin as soon as possible after the entry into force of this Agreement, and the building shall be placed at the disposal of the Agency not later than 30 April 1965.

Section 6. Until the land and the building described in Annex I have been placed at the disposal of the Agency, the Government shall place at the disposal of the Agency for the Centre, free of charge, adequate provisional facilities, to be agreed with the Director General of the Agency.

Section 7. The Government shall place at the disposal of the Agency, free of charge, the equipment and furnishings described in Annex II.

Section 8. The Government shall retain title to any land, buildings, equipment and furnishings placed at the disposal of the Agency.

Section 9. The Agency will be responsible for the maintenance of the building used by the Centre, and for public services and utilities in connection with the Centre. The Government will be responsible for insurance of the building and for the prevention and repair of structural damage.

Article IV

PUBLIC SERVICES IN THE CENTRE

Section 10. The appropriate Italian authorities shall exercise, to the extent requested by the Director General of the Agency, their respective powers to ensure that the Centre shall be supplied with the necessary public services, including, without limitation by reason of this enumeration, electricity, water, gas, sewerage, post, telegraph, telephone, local transportation, drainage, collection of refuse and fire protection. In case of any interruption or threatened interruption of any such services, the appropriate Italian authorities shall consider the needs of the Centre as being of equal importance with those of Italian public bodies, and shall take steps accordingly to ensure that the work of the Centre is not prejudiced.

Section 11. The Director General of the Agency shall, upon request, make suitable arrangements to enable duly authorized representatives of the appropriate public service bodies to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the Centre under conditions which shall not impede the carrying out of the Centre's functions.

Section 12. Where gas, electricity or water are supplied by the appropriate Italian authorities, or by bodies under their control, the Centre shall be supplied at tariffs which shall not exceed the rates accorded to scientific or university establishments in the Trieste area.

Article V

FINANCIAL CONTRIBUTIONS

Section 13. The Government guarantees the payment to the Agency of the following amounts, on 30 June of every year at the latest :

- (a) US \$ 250 000 (two hundred and fifty thousand) towards the operating costs of the Centre ; and
- (b) US \$ 28 000 (twenty-eight thousand) towards the cost of fellowships at the Centre.

The arrangements for payment of the above sums will be agreed between the Agency and the Government.

Article VI

OTHER CONTRIBUTIONS BY THE GOVERNMENT

Section 14. The Government shall make available to the Agency for the Centre, free of charge, at the Agency's request, staff services valued at not more than US \$ 24 000 (twenty-four thousand) per year initially and

not more than US \$ 31 000 (thirty-one thousand) at the end of the third year of operation of the Centre. The number of such staff, and the way in which they are to be employed, shall be agreed with the Agency. They shall be engaged by the Italian authorities in agreement with the Director of the Centre but shall not be considered staff members of the Agency.

Section 15. The Government shall arrange for the use by the Agency of scientific and technical facilities necessary for the operation of the Centre, such as the scientific libraries at Trieste and elsewhere and the computing facilities of Trieste University and of the "Centro di Calcolo" of the CNEN at Bologna, on conditions to be agreed.

Section 16. The Government shall establish two new chairs for professors and four new chairs for assistant professors in theoretical physics at Trieste University.

Section 17. The Government shall make available 20 (twenty) apartments for the staff and accommodation for 50 (fifty) fellows of the Centre. The plans of these buildings and the technical details thereof shall be established in agreement with the Agency. The Agency shall be kept informed of the progress of construction and shall have the opportunity to present any suggestions in connection therewith. The Government shall make the necessary arrangements for construction to begin as soon as possible after the entry into force of this Agreement and the buildings shall be available not later than 30 April 1965. These buildings will be made available at a rent and on conditions to be agreed.

Article VII

LIAISON WITH THE GOVERNMENT

Section 18. The Government shall designate an appropriate authority to co-operate with the Director of the Centre in respect of all matters relating to the Centre's administration and operation.

Section 19. The Agency shall keep the Government informed about the Centre's programme and how it is operating.

Article VIII

PRIVILEGES AND IMMUNITIES

Section 20. In connection with the Centre the Government shall apply the Agreement on the Privileges and Immunities of the Agency¹ to the extent that its provisions are applicable to this Agreement.

¹ United Nations, *Treaty Series*, Vol. 374, p. 147.

Section 21. (a) The Government recognizes the inviolability of the Centre.

(b) Except as otherwise provided in this Agreement, the laws of the Italian Republic shall apply within the Centre.

(c) Except as otherwise provided in this Agreement, the courts of the Italian Republic shall have jurisdiction, as provided by law, over acts done and transactions taking place in the Centre.

(d) No officer or official of the Italian Republic, or other person exercising any public authority within the Italian Republic, shall enter the Centre to perform any duties therein except with the consent of, and under conditions approved by, the Director General of the Agency. The service of legal process, including the seizure of private property, may take place within the Centre only with the consent of, and under conditions approved by, the Director General of the Agency.

(e) The Agency shall prevent the Centre from being used as refuge by persons who are avoiding arrest under any law of the Italian Republic, required by the Government for extradition to another country, or endeavouring to avoid service of legal process.

The provisions of sub-paragraphs (a), (d) and (e) shall not apply to the living quarters provided for the Centre's staff and fellows.

Section 22. The Government recognizes the right of the Agency to convene meetings at the Centre or, with the concurrence of the appropriate Italian authorities, elsewhere in the Italian Republic. At all meetings convened by the Agency, the Government shall take all appropriate steps to ensure that no impediment is placed in the way of full freedom of discussion.

Section 23. In accordance with section 8 of the Agreement on the Privileges and Immunities of the Agency, the Agency shall be exempt from customs duties and other levies, prohibitions and restrictions on the importation of service automobiles, and spare parts thereof, required for its official purposes on the understanding that the number of such vehicles shall at no time exceed 2 (two). The Government shall grant allotments of gasoline or other required fuel and lubricating oils for each such vehicle in the quantities and at the rates prevailing for members of diplomatic missions in the Italian Republic.

Section 24. Provided he comes within the category of officials referred to in section 20 of the Agreement on the Privileges and Immunities of the Agency, the Director of the Centre shall be accorded privileges and immunities, exemptions and facilities not less than those accorded by the Government to members of the Diplomatic Corps.

Section 25. In addition to the privileges and immunities they enjoy under the Agreement on the Privileges and Immunities of the Agency, officials of the Agency shall enjoy the following privileges and immunities within and with respect to the Italian Republic :

- (a) Immunity from seizure of their personal baggage and any official baggage carried by them ;
- (b) As regards income derived from sources outside the Italian Republic, officials who are not Italian citizens shall be regarded as resident for fiscal purposes in their country of origin and shall not be under an obligation to submit tax returns in respect of such income ;
- (c) For officials who are not Italian citizens, freedom to maintain foreign currency accounts and at the termination of their employment in the Centre the right to take out of the Italian Republic, through authorized channels, without prohibition or restriction, and in the same currencies, the amounts standing to the credit of such accounts ;
- (d) The right, within six months of first taking up their posts in the Italian Republic, to import their furniture and effects, including one automobile each, in one or more shipments, free of duty and all prohibitions and restrictions on imports ;
- (e) All officials of the Agency shall receive from the Government a special card certifying the fact that they are officials of the Agency.

Section 26. Fellows shall enjoy exemption from any form of direct taxation on their fellowship grant, provided it is paid to them by the Agency or from any other non-Italian source.

Section 27. (a) The appropriate Italian authorities shall impose no impediment to transit to or from the Centre of officials of the Agency, their families and members of their households and shall provide them with any necessary visas without charge and as promptly as possible as well as affording them any necessary protection in transit.

(b) The Director General and the appropriate Italian authorities shall, at the request of either of them, consult as to methods of facilitating entrance into the Italian Republic by persons coming from abroad who have to visit the Centre and who do not enjoy the privileges conferred by sub-paragraph (a) but fall into one or other of the following categories :

- (i) Fellows of the Centre and their families ;
- (ii) Any other persons visiting the Centre on official business.

Any visas required by these persons shall be granted without charge.

Article IX

SETTLEMENT OF DISPUTES

Section 28. Any dispute arising out of the interpretation or application of this Agreement that is not settled by negotiation or as may otherwise be agreed shall on the request of either party be submitted to an arbitral tribunal for decision. The Agency and the Government shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman of the tribunal. If within thirty days of the request for arbitration either party has not designated an arbitrator, either party may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if within thirty days of the designation or appointment of the second arbitrator the third arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and decisions shall be made by majority vote. The arbitral procedure shall be established by the tribunal, whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the parties, shall be binding on all parties to the dispute. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice under Article 32(4) of its Statute.

Article X

ENTRY INTO FORCE, DURATION AND MODIFICATIONS

Section 29. This Agreement shall enter into force on the date on which each of the two Contracting Parties shall have received from the other written notification of the fact that all the necessary formalities have been completed.

Section 30. This Agreement shall remain in force until a date four years after the Centre begins operating. The duration may be extended by mutual agreement of the parties.

Section 31. Consultations with regard to modification of this Agreement shall be entered into at the request of the Agency or the Government.

DONE in Rome, this 11th day of October 1963, in duplicate in the French language.

For the International Atomic Energy Agency :

Sigvard EKLUND

For the Government of Italy :

E. MARTINO

ANNEX I

DESCRIPTION OF SITE OF CENTRE

The Centre will be built on a location 6,000 square metres in area, between Miramare and Grignano, near Miramare Castle.

The building, comprising a ground floor and two upper floors, with a total covered floor area of about 3,000 square metres, will consist of 60 offices, in addition to those for the Director of the Centre and common rooms for the staff, four lecture rooms and library accommodation as well as other technical and general services.

ANNEX II

DESCRIPTION OF EQUIPMENT AND FURNISHINGS
FOR USE IN THE CENTRE

The following equipment and furnishings will be placed at the disposal of the Agency, free of charge :

- (a) Furniture for all the offices and lecture rooms ;
 - (b) Equipment for simultaneous interpretation in the main lecture room and in one of the small lecture rooms ;
 - (c) Equipment for projection in the lecture rooms ;
 - (d) Equipment for a printing shop ;
 - (e) A telephone switchboard with an appropriate number of extensions ;
 - (f) Books and periodicals for the library of a value of not less than US \$ 20,000 (twenty thousand).
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