

**AGREEMENT BETWEEN THE GOVERNMENT OF THE RA AND THE  
INTERNATIONAL CENTER FOR RELATIVISTIC ASTROPHYSICS NETWORK  
(ICRANET) ON THE ESTABLISHMENT OF ICRANET CENTER IN THE RA**

**Գլխավոր տեղեկություն**

Տիպ	Agreement
Ակտի տիպ	Հիմնական ակտ (24.11.2015-մինչ օրս)
Կարգավիճակ	Active
Սկզբնաղբյուր	OBMOFA RA 2015.12.30/4(34)
Ընդունող մարմին	Republic of Armenia
Ընդունման ամսաթիվ	13.02.2015
Ստորագրման ամսաթիվ	13.02.2015
Ուժի մեջ մտնելու ամսաթիվ	24.11.2015

# **A G R E E M E N T**

## ***BETWEEN THE GOVERNMENT OF THE REPUBLIC OF ARMENIA AND THE INTERNATIONAL CENTER FOR RELATIVISTIC ASTROPHYSICS NETWORK (ICRANET) ON THE ESTABLISHMENT OF ICRANET CENTER IN THE REPUBLIC OF ARMENIA***

**The Government of the Republic of Armenia**

and

**The International Center for Relativistic Astrophysics Network (ICRANet),**

Jointly referred to as "Parties",

**Wishing** to develop and strengthen the cooperation between the Republic of Armenia and ICRANet to promote research, training and education in the field of relativistic astrophysics;

**Aiming** to involve scientists and professionals of the Republic of Armenia in the activities organized and implemented by ICRANet and in trainings at post-graduate and post-doctoral levels as well as to promote joint implementation of exchange programs;

**On the basis** of the Agreement on the Establishment of the International Center for Relativistic Astrophysics Network, signed on June 12, 2003;

Hereby agreed on the establishment of ICRANet Center, in the system of the National Academy of Sciences of the Republic of Armenia, with the terms and conditions of functioning as stated hereunder:

### **Article 1**

Within the purposes of the present Agreement:

- a. "Government" stands for the Government of the Republic of Armenia;
- b. "Center" stands for the International Center for Relativistic Astrophysics Network (ICRANet Center), which is established in the system of the National Academy of Sciences of the Republic of Armenia and located in the main building of the Institute of Geological Sciences (address: 24A, Marshall Baghramyan Avenue, Yerevan 0019, Republic of Armenia).
- c. "ICRANet" stands for the International Center for Relativistic Astrophysics Network;
- d. "Statutory Agreement" stands for the Agreement on the Establishment of the International Center for Relativistic Astrophysics Network (ICRANet);
- e. "Statute" stands for the Statute of ICRANet, attached to the Statutory Agreement.
- f. "Property" stands for real estate, furniture, vehicles, rights, assets in any currency, credits, income, other assets and everything that may constitute the patrimony of Center;
- g. "Files" stands for the correspondence, manuscripts, audio-visual material of any kind, as well as all other documents belonging to Center or in its possession;
- h. "Staff" stands for the employees of the Center, who are not nationals of the Republic of Armenia, nor have permanent resident status in the Republic of Armenia;
- i. "Local staff" stands for the employees hired by the Center in the territory of the Republic of Armenia for the performance of administrative duties or services.

### **Article 2**

1. Within the framework of the present Agreement, in compliance with the Statutory Agreement and the legislation of the Republic of Armenia the Center as a research institution is established. In accordance with the provisions of Article 2 of the Statute the Center shall implement ICRANet mission in the Republic of Armenia by supporting and supplementing national efforts in the areas of research, training and education in the field of relativistic astrophysics.

2. Within the scope of its activities the Center shall be responsible for developing, coordinating and supporting cooperation between the Government and ICRANet, as well as promoting the development of relativistic astrophysics with academic community and civil society. ICRANet may support to the development of country studies and research programs with the participation of Armenian research institutions and universities by providing high quality services and mobilizing resources for the financing of projects, as well as other activities prescribed by Article 3 of the Statutory Agreement.

### **Article 3**

1. In conformity with Article 1 of the Statute, the Center shall have legal personality and shall have the capacity to conclude contracts, to acquire and dispose movable and immovable Property,

to open legal proceedings, bank accounts in local and foreign banks in national and foreign currency and to possess them.

2. In terms of scientific activity the Center shall remain under the authority and responsibility of ICRANet. With respect to issues on labor, sanitary and other requirements the norms deriving from the legislation of the Republic of Armenia shall be applied.

3. The premises of the Center shall not be used for the purposes not compatible with the functions of ICRANet.

#### **Article 4**

1. The budget of the Center is composed from contributions of the Parties.

2. The Contributions of the Government to the Center will be made annually as part of general means provided by the budget of the Republic of Armenia for scientific and technological activities.

3. ICRANet will make its own contributions to the budget of the Center by implementing annual mobility programs for researchers of the Center aimed at visits to other ICRANet Centers and exchange of best practices, by supplying computer facilities with the aim to establish scientific data base in the Center and transfer data from ground and space based observatories.

4. Insurance of the premises and equipment of the Center will be covered by the Armenian Party. The insurance for the equipment obtained for the Center by ICRANet shall be covered by ICRANet.

5. The Center will cover part of its expenses from its own budget, including organization of visits, communication services, information technologies and programs, as well as office supplies and expenses related to restoration of equipments and technical assistance. From the annual means provided by the budget of the Republic of Armenia for scientific and technological activities, the Government will also ensure communal services and security of the premises in conformity with the protection regime of the building.

6. Necessary internal renovations may be made in the premises of the Center provided that no structural elements of the building are changed.

#### **Article 5**

1. The Ministry of Education and Science of the Republic of Armenia will establish a Governing Board in order to coordinate the activities of the Center. The Director of ICRANet is the Chair of the Governing Board. Other members will include one member from ICRANet Governing Board, one member from ICRANet Scientific Committee, the Chairman of the State Committee of Science of the Ministry of Education and Science of the Republic of Armenia, the President of the National Academy of Sciences of the Republic of Armenia and one representative from the Ministry of Foreign Affairs of the Republic of Armenia.

2. The Governing Board shall approve:

- short and long-term scientific development programs and reports;
- reports on the Center's annual activity;
- programs on training and retraining the scientific personnel;
- reports on the results of the Center's participation in major scientific programs;
- projects and other forms of collaboration;
- annual program on organization and participation in scientific events, including conferences, workshops, schools for young scientists;
- the structure of the Center;
- Statute of the Center, as well as its amendments;

The Governing Board shall supervise over the execution process of its resolutions, and realize other authorities related to the activities set in paragraph 2 of Article 3 of the Statute.

#### **Article 6**

1. The Center shall have a Director, appointed by the Governing Board, which, in the performance of his/her duties, shall:

- act as accredited representative of ICRANet in the Republic of Armenia;
- promote ICRANet's services in the Republic of Armenia;
- develop a strategic framework of cooperation, an annual work program, active partnerships between the Government and ICRANet, academic community, civil society, non-governmental organizations;
- lead and coordinate the overall program and project development and mobilize related financial resources;
- support and monitor the implementation of ICRANet projects and programs, and contribute to the management of all other ICRANet activities in the Republic of Armenia.
- take the responsibility for general supervision of the premises and the equipment of the Center.

2. The Center's Local staff shall be hired in conformity with the legislation of the Republic of Armenia on labor and social security.

## **Article 7**

The Center, its buildings and files shall be inviolable. Properties belonging to ICRANet in the Republic of Armenia shall be exempt from requisition, confiscation or sequestration and expropriation, besides the use for public purposes as defined by the legislation of the Republic of Armenia.

## **Article 8**

1. The Government shall finance customs duties for the import of facilities, equipments, computers and co-finance the articles and publications intended for the Center's scientific and scientific-technical activities. The imported goods shall not be traded in the Republic of Armenia without Government's authorization.

2. The Center will be exempted from custom duties and any other taxes for the import of two vehicles and their spare parts. The vehicles will be registered with special series distributed to the vehicles of diplomatic missions and international organizations accredited in the Republic of Armenia. Fuel and lubricant necessary to those vehicles could be bought or imported without paying duties, in the limits fixed for other international organizations present in the Republic of Armenia.

## **Article 9**

The Center's staff and its Properties shall enjoy immunity of jurisdiction and execution in the territory of the Republic of Armenia, except:

1. in case of express renunciation, through its Director;
2. in case of a labor or social security related suit initiated by an employee or a former employee of the Center;
3. in case of a civil suit initiated by a third party for damages, injury or death resulting from accident caused by a vehicle belonging or used on behalf of the Center;
4. in case of a traffic violation involving a vehicle belonging to the Center or used on its behalf;
5. in case of a countersuit directly related to a court suit initiated by the Center.

## **Article 10**

1. ICRANet will be responsible for all the injuries and prejudices caused by its activities in the Republic of Armenia.

2. ICRANet will take the Government away from any indemnification requests for damages caused to third parties.

3. ICRANet will stipulate an insurance to cover any civil responsibility to third parties, in order to assure itself from possible damages caused while performing its activities.

## **Article 11**

Any dispute concerning the interpretation or the application of the provisions of the present Agreement will be settled through negotiations and consultations between the Parties.

## **Article 12**

The Parties may, by mutual consent, introduce amendments and supplements to this Agreement by separate records. The latter shall come into force in conformity with the procedure set forth by the present Agreement and shall be considered as part of the it.

## **Article 13**

1. The present Agreement shall come into force on the date of receipt of the last written notification of the Parties via diplomatic channels, certifying the fulfillment of the internal procedures necessary for such entry into force.

2. This Agreement is concluded for indefinite period. Any of its Parties may notify the other of its intention to denounce this Agreement. Termination shall become effective six (6) months after the date of receipt of the notification from the other Party.

Done at Rome on 13.02.2015 in duplicate in Armenian and English languages, both texts being equally authentic. In case of divergences between the texts, the English text shall prevail.

***The Agreement has entered into force on 24 November 2015.***

