

Informe de la Comisión de Implementación para la Dirección Tripartita del IAI

Objetivo del documento

El propósito de este documento es informar a la 22ª Conferencia de las Partes acerca del estado de la implementación de la Dirección Tripartita del IAI.

Antecedentes

En su 20ª sesión que tuvo lugar en Arlington, Virginia, EE.UU., la CoP creó una comisión *ad hoc* con el objetivo de supervisar la implementación del Acuerdo Tripartito entre el IAI y los gobiernos de Argentina, Brasil y Uruguay que establecía la creación de tres nuevas oficinas para la Dirección, y garantizar que la implementación de dicha estructura se realizara de la forma más expeditiva y eficiente posible, y que ésta fuera consistente con la propuesta tripartita aprobada por la 20ª CoP del IAI. Específicamente, se encargó a la Comisión para la Dirección Tripartita del IAI las siguientes tareas:

- Elaborar los procesos a seguir para la nominación, elección y designación de los Directores de Desarrollo Científico y Enlace Ciencia-Política.
 - Revisar y aprobar las descripciones de tareas para los Directores de Desarrollo Científico y Enlace Ciencia Política, que serán elaborados por el Director Ejecutivo en línea con la propuesta de sede tripartita aprobada por la 20ª CoP del IAI.
 - Revisar los acuerdos legales elaborados por los países sede de la dirección tripartita y el IAI, y preparar una recomendación al Consejo Ejecutivo para que apruebe dichos acuerdos (tal como se acordó en la 20ª CoP del IAI, el Consejo Ejecutivo tiene autoridad para aprobar los acuerdos legales en nombre de la CoP y el Presidente del Consejo Ejecutivo tiene la potestad de firmar dichos acuerdos con el Director Ejecutivo; la aprobación del Consejo Ejecutivo se realizará por medios electrónicos).
 - Buscar y revisar los informes de la Comisión Financiera y Administrativa sobre el estado del presupuesto operativo del IAI durante la transición a la estructura tripartita para garantizar que los gastos sean consistentes con los proyectados por la propuesta de sede tripartita aprobados por la 20ª CoP del IAI.
- Desarrollar indicadores para evaluar el éxito de la estructura tripartita respecto de la visión y objetivos establecidos en la propuesta de sede tripartita aprobada por la 20ª CoP del IAI.

Los términos de referencia completos, así como la membresía de esta comisión se presentan en los Anexos A y B.

Disposiciones del Acuerdo Tripartito

El Acuerdo Tripartito, tal como fuera aprobado por la 20ª CoP del IAI establece que la estructura de la Dirección del IAI y su esquema de rendición de cuentas serán los siguientes:

Dirección Ejecutiva de Operaciones Integradas y Finanzas (Montevideo, Uruguay)

La Dirección Ejecutiva de Operaciones Integradas y Finanzas será la sede de la Dirección del IAI y estará ubicada en Montevideo, Uruguay. La oficina estará a cargo del Director Ejecutivo del IAI, que es elegido por la Conferencia de las Partes.

Las principales actividades de la Dirección de Operaciones Integradas y Finanzas serán:

- Elaborar y elevar a la Conferencia de las Partes, a través del Consejo Ejecutivo, las propuestas de planes de largo plazo, de política financiera y el presupuesto y plan anuales del IAI, incluyendo las asignaciones a la Dirección y a los Centros de Investigación del IAI, que serán ajustadas anualmente;
- Implementar las políticas financieras y el programa y presupuesto anuales aprobados por la Conferencia de las Partes, manteniendo un registro detallado de todos los ingresos y erogaciones del IAI, utilizando los recursos autorizados a los propósitos de la gestión del IAI;
- Ser responsable por el funcionamiento del programa del IAI y la implementación de las políticas aprobadas por la Conferencia de las Partes según las directivas del Consejo Ejecutivo, y cooperar con el Consejo Ejecutivo en esos aspectos;
- Servir como Secretaría de la Conferencia de las Partes, el Consejo Ejecutivo y el Comité Asesor Científico y, como tal, participar *ex officio* en las reuniones de dichos órganos del IAI;
- Promover y representar al IAI
- Elevar a la Conferencia de las Partes las propuestas recibidas para albergar Centros de Investigación del IAI que cumplan con lo establecido en el Acuerdo para la Creación del IAI;
- Enviar las invitaciones de Asociación (es decir, a instituciones que deseen ser Asociadas del IAI) aprobadas por la Conferencia de las Partes, y firmar los Acuerdos correspondientes;
- Elevar anualmente a la Conferencia de las Partes, a través del Consejo Ejecutivo los informes financieros auditados; y
- Llevar a cabo cualquier otra tarea encomendada por la Conferencia de las Partes o el Consejo Ejecutivo.

Dirección de Desarrollo Científico (São José dos Campos, Brasil)

La Dirección de Desarrollo Científico y su Director estarán ubicados en São José dos Campos, Brasil. El Director de Desarrollo Científico será contratado por el Director General del IAI y reportará a él.

Las siguientes son las principales actividades de la Dirección de Desarrollo Científico:

- Contribuir a la visión estratégica de lo que el IAI necesita para cumplir su mandato, con los aportes del Comité Asesor Científico, el Subdirector de Programas Científicos y la comunidad científica del IAI;
- Coordinar y realizar evaluaciones de los resultados de los programas científicos del IAI junto con el Comité Asesor Científico, los otros directores y los científicos involucrados en la investigación financiada por el Instituto a fin de identificar los vacíos científicos en la cartera del IAI;
- Coordinar diálogos entre la comunidad científica y los actores sociales que le brindarán a la comunidad del IAI la oportunidad de delinear nuevas direcciones a seguir por el Instituto;
- Coordinar la integración de la ciencia del IAI en todas sus redes y con las instituciones regionales de las Américas para:
 - Identificar los vacíos científicos;
 - Brindar información a la planificación científica estratégica del IAI
 - Identificar las potenciales prioridades científicas en función de los nuevos temas emergentes de relevancia para el mandato del IAI;
- Fortalecer las asociaciones y la cooperación entre el IAI y las instituciones científicas regionales a fin de expandir y potenciar la ciencia del IAI;;
- Explorar y seguir nuevas oportunidades de creación de redes científicas y centros de excelencia en línea con el mandato del IAI;
- Trabajar en la identificación de nuevos institutos del IAI que pudieran crearse para fortalecer su cartera científica
- Trabajar con el Director Ejecutivo, el Comité Asesor Científico, el Subdirector de Programas Científicos, y el Subdirector de Finanzas y Administración en la generación de propuestas de nuevos institutos que serán presentados a la CoP para su consideración y adopción;
- Comprometer activamente a los investigadores de las Américas en el trabajo del IAI
- Brindar perspectivas al IAI sobre las necesidades científicas y direcciones relativas al cambio global en las Américas; e
- Identificar estrategias para mejorar el manejo de datos científicos en las redes del IAI y las instituciones asociadas de las Américas.

Dirección de Enlace Ciencia-Políticas (Buenos Aires, Argentina)

La Dirección de Enlace Ciencia-Política y su Director estarán en Buenos Aires, Argentina. El Director de Enlace Ciencia-Política será contratado por el Director General del IAI y reportará a él. El trabajo de la Dirección de Enlace Ciencia-Política ayudará al IAI a fortalecer la relevancia regional de los programas y proyectos científicos, mediante el establecimiento de vínculos estrechos entre el IAI y las comunidades encargadas de formular políticas en distintos sectores y mejorar la conciencia pública y el aporte de información científica a los gobiernos para el desarrollo de políticas públicas relacionadas con el cambio global. Esta Dirección asistirá al IAI en el desarrollo de una estrategia integral de divulgación y compromiso que ayude a una efectiva formulación de la agenda científica del IAI y a facilitar la comunicación de la ciencia del IAI a la comunidad política. Las actividades principales de la Dirección de Enlace Ciencia-Política, clasificadas en desarrollo programático, actividades de compromiso y actividades de divulgación, son:

Actividades de desarrollo programático:

- Elaborar planes periódicos, estableciendo objetivos, resultados esperados y presupuesto necesario, en cooperación con los directores a cargo y con su anfitrión el MinCyt;
- Colaborar en el desarrollo e implementación de planes de corto y largo plazo para el IAI, incluyendo nuevas iniciativas y programas;
- Interactuar con grupos científicos patrocinados por el IAI para garantizar la participación del sector político y la divulgación en el proceso de investigación;
- Establecer vínculos entre otras áreas y equipos científicos del IAI con actores sociales de las comunidades de políticas pertinentes al IAI;
- Elaborar solicitudes de financiamiento para programas de compromiso y divulgación que respondan a las prioridades del IAI, a ser enviadas a diferentes agencias y trabajar con el Subdirector del Finanzas y Administración en la elaboración de los presupuestos;
- Elaborar acuerdos de financiamiento para su trabajo en consulta con el Subdirector del Finanzas y Administración;
- Brindar asesoramiento técnico en su área de incumbencia, incluyendo el análisis de informes de avance, la participación en talleres, la identificación de oportunidades para involucrar a responsables de formular políticas;
- Elaborar informes y colaborar con otras áreas del IAI en cuestiones de incumbencia de la Dirección; y
- Realizar visitas según resulte necesario.

Actividades de compromiso:

- Gestionar los programas del IAI de compromiso y divulgación a la comunidad de formulación de políticas;
- Generar oportunidades y ambientes para el diálogo entre la ciencia y la política del cambio global así como otras estrategias para fortalecer la pertinencia de los programas y proyectos del IAI;
- Desarrollar y gestionar mecanismos de interacción entre el IAI y los niveles de toma de decisiones en materia de políticas públicas relacionadas con la misión del IAI; y,
- Establecer relaciones con distintas agencias internacionales, regionales, nacionales y locales con el objeto de promover la comunicación y el diálogo entre la ciencia y la política, mediante la presentación de propuestas al Director General del IAI para la firma de acuerdos con estas entidades.

Actividades de divulgación:

- Brindar asesoramiento acerca de la generación de informes de síntesis de los grupos científicos, con el fin de satisfacer las necesidades de información de los tomadores de decisiones;
- Implementar estrategias de comunicación pública que mejoren el nivel de conocimiento sobre el cambio global, sus implicancias y acciones asociadas, así como sobre el IAI;
- Observar el posicionamiento del IAI en la opinión pública y organizaciones científicas, políticas y sectoriales pertinentes;
- Establecer contactos con instituciones políticas regionales e internacionales, y otras instituciones internacionales, nacionales, subnacionales, públicas, privadas y no-gubernamentales;
- Actuar como contacto primario con los Asociados y órganos/instituciones del IAI, respecto de proyectos de divulgación y compromiso relacionados con las comunidades de formulación de políticas, su implementación y seguimiento;
- Contribuir a la identificación y aproximación a posibles fuentes de financiamiento, en particular organizaciones internacionales, organizaciones gubernamentales y no gubernamentales, bancos internacionales, OEA, Sistema ONU, Agencias Federales/Nacionales, Fundaciones, el sector privado, etc., para dar a poyo a actividades de compromiso y divulgación del IAI;
- Contribuir con los esfuerzos en relaciones públicas, divulgación del conocimiento y utilización de los resultados de la investigación en foros públicos y científicos;
- Mantener contactos con los medios y establecer otros canales de divulgación en cooperación con la oficina de publicaciones existente; y
- Toda otra tarea requerida para la implementación exitosa de las estrategias, programas y planes de compromiso y divulgación del IAI.

Avance en la implementación de las Oficinas de la Dirección

Luego de la 20ª CoP, la Comisión de Implementación recibió los acuerdos de país anfitrión de Argentina, Brasil y Uruguay. La comisión revisó los textos de cada uno de ellos, solicitó asesoramiento de entidades legales de los países miembros de la comisión y consultó con el actual Director Ejecutivo. Se prepararon respuestas a cada acuerdo sobre la base de estas consultas y revisiones, que fueran transmitidas a los representantes de los gobiernos de Argentina, Brasil y Uruguay.

Después de la 21ª CoP, se solicitó a la Comisión de Implementación que continuara monitoreando las negociaciones e implementación de dichos acuerdos. El 24 de enero de 2014 se presentó un informe interino a la comisión que se adjunta en el Anexo C. Desde este informe, hubo avances substanciales en ambas Direcciones. Continuación se presenta una síntesis.

Dirección Ejecutiva de Operaciones Integradas y Finanzas (Montevideo, Uruguay)

El acuerdo de país anfitrión con Uruguay fue ratificado en noviembre y entró en vigor el 13 de diciembre de 2013. Inmediatamente comenzó la mudanza de las oficinas y del personal con sus familias desde Brasil y ya está completo. De la misma manera, el equipamiento para las oficinas encargado el 13 de diciembre ya ha sido entregado. Se han instalado los equipos de telefonía e IT y todo está en operación.

Surgió un problema en la contratación de personal local en Montevideo. Mientras tanto, el IAI contrató una asistente local para colaborar con las tareas administrativas y logísticas, quien continuó con sus tareas más allá del período de mudanza y estará a cargo de los viajes y logística para actividades científicas, de capacitación, etc. Los asuntos de contratación entre el Ministerio y el LATU han sido resueltos recientemente entre el LATU y el IAI y están lanzando un llamado conjunto para los cargos a ser financiados por Uruguay. Se espera que el staff sea contratado en los próximos 3 meses.

Dirección de Enlace Ciencia-Políticas (Buenos Aires, Argentina)

La nueva dirección de enlace ciencia-política del IAI en Buenos Aires tiene sustento legal en el acuerdo de país anfitrión que fuera firmado el 30 de octubre de 2012 entre el IAI y Argentina. La Dirección tiene espacio para sus oficinas en el Ministerio de Ciencia, Tecnología e Innovación Productiva (MinCyT) de Argentina. Se permitió al IAI renovar la oficina cedida y realizó la remodelación del 10 de diciembre 2013 al 10 de marzo de 2014, incluyendo la instalación de dos paredes (una con ventana de doble vidrio), recuperación de las ventanas existentes, marcos de madera, muebles y pisos, aislación acústica, y tendido eléctrico y de comunicación. La oficina ahora tiene espacio para el Director de Enlace Ciencia Políticas y la posibilidad de alojar asistentes pasantes. En la actualidad, la oficina tienen acceso a una recepcionista y un asistente de la Dirección Nacional de Relaciones Internacionales.



La oficina está equipada con:

- Escritorios, sillas, mesa
- Computadoras personales
- Impresoras
- Conexión a Internet
- Líneas telefónicas
- Fotocopiadoras

La Oficina de Enlace Ciencia Políticas (SPL) compartirá con la Dirección Nacional de

Relaciones Internacionales una sala de reuniones para 12 personas y con servicio de videoconferencia, así como una cocina y un baño.

Como se informó el año pasado, en diciembre de 2012, el Dr. Tomás Lindemann fue electo como Director. El Dr. Nicolás Lucas fue electo como subdirector. Ambos cargos, serían cubiertos con el apoyo del gobierno argentino con un suplemento del IAI.

Algunos asuntos administrativos causaron una demora en la contratación del Dr. Lindemann, quien desde comienzos de 2012 está siguiendo todos los pasos necesarios para legalizar y homologar su diploma extranjero en Argentina, proceso que está muy avanzado pero aún no ha finalizado. La mayoría de la información requerida ya ha sido presentada y algunos documentos serán presentados en los próximos días.

El Dr. Lucas no aceptó ser contratado por el MINCyT debido a incompatibilidades con sus otras funciones en la administración pública argentina, pero continuó con sus actividades de enlace ciencia-políticas como consultor contratado por la Dirección Ejecutiva del IAI.

Durante este período, el Dr. Lindemann mantuvo contacto frecuente con el MINCyT y en enero de 2014 visitó Buenos Aires y participó en la revisión de los términos del acuerdo MINCYT-IAI llevado a cabo por la Dirección Nacional de Relaciones Internacionales del MINCYT. Los cambios introducidos al acuerdo firmado aún no se han completado.

Aunque los líderes de la Dirección SPL aún no han sido contratados, el MINCyT, a través de la Dirección Nacional de Relaciones Internacionales ha promovido la participación de los funcionario y consultores argentinos en el diálogo sobre políticas, ciencia, tecnología e innovación tendiente a consolidar la colaboración entre la Unión Europea y América Latina y el Caribe. En particular, la participación en los proyectos ALCUE NET y ENSOCIO LA, cuyos detalles serán proporcionados en la presentación del país ante la Conferencia de las Partes.

Dirección de Desarrollo Científico (São José dos Campos, Brasil)

En la revisión del Acuerdo de País Anfitrión entre el Gobierno de Brasil y el IAI propuesto, la Comisión identificó varias cuestiones. Tal como está escrito, el acuerdo menciona específicamente la Dirección de Desarrollo Científico en lugar del IAI en muchos casos. Esto complicaría las cosas ya que el IAI trata de operar en 3 países simultáneamente y de forma cooperativa. Si el acuerdo pertenece únicamente a la Dirección de Desarrollo Científico y no al IAI como un todo, podemos encontrar dificultades cuando el personal de otras Direcciones o alguna propiedad de otras Direcciones se localiza en Brasil. Se entregó una serie de 4 documentos al Gobierno de Brasil para colaborar en la identificación de la potencial terminología que sería adecuada para el nuevo acuerdo de país anfitrión. Estos documentos hacían referencia a la terminología utilizada en los acuerdos del IAI co Argentina y Uruguay.

Se recibió una respuesta de Brasil indicando que el texto propuesto difería notablemente del que Brasil y el IAI han estado negociando desde 2012. En respuesta, la comisión proporcionó una propuesta alternativa (Anexo D), que aún está bajo negociación. La diferencia principal entre el acuerdo propuesto por Brasil y el Anexo D es que en muchos casos la terminología propuesta por Brasil sólo hace referencia a la Dirección de Desarrollo

Científico más que al IAI como un todo. Esto complicaría las cosas ya que el IAI trata de operar en 3 países simultáneamente y de forma cooperativa. Si el acuerdo pertenece únicamente a la Dirección de Desarrollo Científico y no al IAI como un todo, podemos encontrar dificultades cuando el personal de otras Direcciones o alguna propiedad de otras Direcciones se localiza en Brasil.

Próximos pasos

- Desarrollo de una métrica de desempeño
- Análisis de la estructura al año de haberse instalado las oficinas
- Informe a la CoP –recomendación de mejoras

TERMINOS DE REFERENCIA DE LA COMISION AD HOC PARA LA IMPLEMENTACION DE LA SEDE TRIPARTITA DE LA DIRECCION DEL IAI

La Comisión se encuentra abierta a la participación de todos los miembros del IAI. El Director Ejecutivo del IAI participará como miembro *ex-officio*.

La Comisión estará liderada por un Presidente y un Vicepresidente.

La Comisión será la encargada de garantizar que la implementación de la sede tripartita se realice en tiempo y forma, según lo indicado en la propuesta aprobada por la 20ª CoP del IAI. El Director Ejecutivo y los países sede de la Dirección tripartita reportarán a la Comisión sobre los progresos en la implementación de la estructura tripartita cada dos meses.

Se encomendaron a la Comisión las siguientes tareas:

- Elaborar los procesos a seguir para la nominación, elección y designación de los Directores de Desarrollo Científico y Enlace Ciencia-Política.
- Revisar y aprobar las descripciones de tareas para los Directores de Desarrollo Científico y Enlace Ciencia Política, que serán elaborados por el Director Ejecutivo en línea con la propuesta de sede tripartita aprobada por la 20ª CoP del IAI
- Revisar los acuerdos legales elaborados por los países sede de la dirección tripartita y el IAI, y preparar una recomendación al Consejo Ejecutivo para que apruebe dichos acuerdos (tal como se acordó en la 20ª CoP del IAI, el Consejo Ejecutivo tiene autoridad para aprobar los acuerdos legales en nombre de la CoP y el Presidente del Consejo Ejecutivo tiene la potestad de firmar dichos acuerdos con el Director Ejecutivo; la aprobación del Consejo Ejecutivo se realizará por medios electrónicos)
- Buscar y revisar los informes de la Comisión Financiera y Administrativa sobre el estado del presupuesto operativo del IAI durante la transición a la estructura tripartita para garantizar que los gastos sean consistentes con los proyectados por la propuesta de sede tripartita aprobados por la 20ª CoP del IAI
- Desarrollar indicadores para evaluar el éxito de la estructura tripartita respecto de la visión y objetivos establecidos en la propuesta de sede tripartita aprobada por la 20ª CoP del IAI.

La Comisión reportará cada dos meses al Consejo Ejecutivo sobre el progreso de las tareas mencionadas y del proceso de implementación de la estructura tripartita.

La Comisión buscará el asesoramiento del Comité Asesor Científico, la Comisión Financiera y Administrativa y de expertos legales, si fuera el caso.

La Comisión, en lo posible, desarrollará su trabajo mediante correspondencia electrónica pero puede considerar la realización de reuniones presenciales si fuera necesario. El mandato de la Comisión regirá desde el fin de la 20ª CoP hasta el fin de la 21ª CoP del IAI.

Miebros de la Comisión Ad Hoc para la implementación de la Dirección Tripartita del IAI

Argentina:
Carlos Ereño

Brasil:
Maria Virginia Alves, Carmen Lidia Richter Ribeiro, Eduardo Maragna Guimaraes Lessa

Canadá:
Javier Gracia Garza, Kathryn Lundy

Ecuador:
Juan Carlos Moreno

Estados Unidos: Maria Uhle, David Reidmiller

Guatemala:
Luis Ricardo Álvarez Girón

Uruguay:
Jorge Rucks, Beatriz Ana Silva Prestinar

Members are: Argentina, Brazil, Canada, Guatemala, Ecuador, USA, and Uruguay. The USA was elected as the Chair of the Committee and Ecuador as Vice-Chair.

Summary of Progress
Implementation of the IAI Tripartite Agreement
24 January 2014

Integrated Operations and Finance Directorate - Uruguay

The host country agreement with Uruguay was ratified in November and came into force on December 13, 2013. Following this, the move of the office and families from Brazil was initiated and the moving company is expected to finish packing at the end of January for a delivery in Montevideo probably in the 2nd week of February. Similarly, the office equipment was ordered on 13 December with expected delivery for export in the 3rd week of January. Ship schedules had not been published at the end of December but it is expected that the office furniture will be available in Montevideo before the end of February. Meanwhile IT and telephone equipment has been ordered for installation and service late in January. Barring unforeseen delays the Montevideo office should be operational by late February.

A problem has arisen in hiring local staff in Montevideo. This was to be done through LATU based on a contract between the Ministry (MVOTMA) and LATU, but it appears now that this contract will not be available before some time in February with interviewing and hiring occurring well after the move. To help with administrative and logistical tasks in the interim, IAI has hired one local logistics assistant who will continue her employment beyond the move and will then be in charge of travel and logistics for science and training activities etc.

Actions: the remaining tasks are of an administrative and logistical nature, and it is unlikely that action at CoP or committee level will be required.

Communications and Science-Policy Liaison Directorate - Argentina

Office space in the ministry of science technology and innovation has been made available to the IAI, and is currently being renovated by the Institute. A director for the office of science policy liaison was selected in December 2012. Throughout 2013 this director was unable to take on the position. In addition, the assistants required by the office have not yet been hired. Many of the tasks of science policy liaison continued to be conducted by external consultants and other IAI directors. It is hoped that staffing can be completed soon and operations may begin in the renovated offices in the very near future. Some minor changes were requested by the Argentine Ministry of Foreign Relations to the HCA signed between the IAI and the Ministry of Science, Technology and productive Innovation. IAI has received no news on the progress of these revisions.

Despite the staffing issues, a number of science policy events were organized in Argentina, with the Argentinean Congress in Buenos Aires, with scientists and politicians as part of a training event in Mendoza, and with scientists funded under the CRN 3 program also in Buenos Aires. Despite these successes, an intensified and more regular and formal mode of operation needs to be consolidated in 2014 to help make positive steps toward the

implementation of the new IAI structure.

Suggestions for next steps:

1. The tripartite implementation committee on behalf of the CoP and together with the directors of the IAI should work closely with the Argentinean government to resolve staffing issues provide support and initiate science policy liaison activities in the new offices.
 - a. The committee should request an update on the staffing situation from the IAI representative from Argentina.
 - b. If necessary, the committee may invite the IAI representative from Argentina to request a meeting with representatives of the Government of Argentina to discuss the terms of the Host Country Agreement. An in-person meeting is an option for the Chair of the Implementation Committee if required.

Science Development Directorate - Brazil

The executive director, directors for capacity building and for finance and admin, and the science manager will be making a move to Uruguay in the 2nd half of January to early February. Families are expected to fully relocate at that time. The executive assistant and the accountant will continue employment in the Brazil office in order to guarantee smooth handling of the 2014 Conference of the Parties and the audit. This also means that there will be a continued partial presence of the executive director and the director for finance and admin in the Brazil office. In addition the science program assistant will continue working in the coming months to facilitate reporting and scientific events. It is expected that this Brazilian staff will continue employment until June, or possibly beyond depending on the level of disruption we will experience due to the soccer World Cup.

The implementation of the science development directorate in Brazil is contingent upon a new or modified host country agreement, consensus on the profile and candidate for the director, and funding to be made available by Brazil. All these issues remain pending. While a new or modified host country agreement is not in place, IAI will continue operating under the existing agreement. Given the continuation of staffing until the middle of the year, we expect continuing operations in Brazil for the coming months.

The process and order of sequestration against assets of the IAI and its executive director have been found unjustified in a court decision handed down in December. As part of the judgment, the Brazilian government has been asked to pay court costs. Although the IAI has incurred considerable legal costs in its defense the Directorate does not plan to pursue the matter further. Nevertheless administrative and financial operations are expected to wind down and be replaced by new directorate functions of a more scientific nature with different needs for administrative support and responsible to the headquarters in Montevideo, IAI is undertaking steps to close the commercial registration of the IAI shortly after June. When the new office becomes functional a new registration under the revised host country agreement can be obtained.

Suggestions for next steps:

In reviewing the proposed Host Country Agreement between the Government of Brazil and the IAI, there are several concerns.

1. As written, the agreement specifically mentions the Science Development Directorate rather than the IAI in many cases. This may make things difficult as the IAI tries to operate in the 3 countries simultaneously and collaboratively. If the agreement only pertains to the Science Development Directorate and not the IAI as a whole we may encounter difficulties when IAI staff from other Directorates or property from other Directorates is located in Brazil. It may be best to use IAI to avoid potential issues.
2. Attached are 4 documents (***Not provided in this Annex***) which may be helpful in moving this forward.
 - a. The first is an annotated copy of the English version of the Host Country Agreement with Brazil as prepared by Brazil .
 - b. The second is the English version of a suggested Host Country Agreement, which is based on the HCAs between the IAI, Argentina and Uruguay and the previous HCA with Brazil. This is meant to illustrate the potential wording that may help avoid any difficulties in the future.
 - c. The third is the Portuguese version of the Brazil Host Country Agreement prepared by Brazil.
 - d. The fourth is the Portuguese version of the suggested Host Country Agreement (b).
3. The tripartite implementation committee on behalf of the CoP will have to closely collaborate with the government of Brazil in defining and promoting the implementation of the Science Development Directorate agreed to by the CoP.
 - a. It should be kept in mind that the existing host country agreement contains a cancellation clause that prescribes a 6-month notice. The agreement also clearly states that the agreement will be terminated if the IAI dissolves its seat in Brazil. It will be important that both parties, CoP and the government of Brazil monitor the transition from one directorate function to the new one in order to maintain operations within the letter and the spirit of the host country agreement. We do not wish to encounter any unintended consequences that may negatively affect the IAI operations and/or the establishment of its new structure.
4. The tripartite implementation committee may be required to continue to work with the Government of Brazil during the transitional period to guarantee the parallel activities of continuing operations while implementing the agreed upon new initiatives.
 - a. The committee will provide the IAI representative with the feedback on the Host Country agreement and ask for feedback from the Government of Brazil on the committee's suggestions.
 - b. If necessary, the committee may invite the IAI representative from Brazil to request a meeting with representatives of the Government of Brazil to discuss the terms of the Host Country Agreement. An in-person meeting is an option for the Chair of the Implementation Committee if required.

Summary

Considerable progress has been made administratively and logistically in resolving legal issues preparing the move of administrative operations to Uruguay, maintaining and renewing IT capacity (much of which is now housed in Argentina) for the new directorate structure and developing plans of activities as well as staffing profiles for all offices. Nevertheless, much remains to be done if the new directorate structure is to deliver the innovative and value added activities that the CoP approved in its last two sessions. The IAI directorate is ready to collaborate with the implementation committee and the hosting nations to complete the process in 2014.

(DRAFT)

**AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF
BRAZIL AND THE INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH
CONCERNING THE SCIENCE DEVELOPMENT DIRECTORATE OF THE IAI**

Maria Uhle 4/6/14 14:00

Supprimé: THE HEADQUARTERS OF

The Government of the Federative Republic of Brazil and The Inter-American Institute for Global Change Research (hereinafter referred to as “Parties”).

Whereas, representatives of the States of the Americas met in Montevideo, and signed, on May 13, 1992, the Agreement Establishing the Inter-American Institute for Global Change Research as a regional network of cooperating research entities;

Whereas, on June 23, 1993, the Government of the Federative Republic of Brazil deposited at the Secretary-General of the Organization of the American States its instrument of ratification of the said Agreement;

Whereas, the First Meeting of the Conference of the Parties of the Inter-American Institute for Global Change Research, held in Mexico City on September 12-14, 1994, elected the Federative Republic of Brazil as the host country for the headquarters of the Inter-American Institute for Global Change Research;

Whereas, the XXth Meeting of the Conference of the Parties of the Inter-American Institute for Global Change Research, held in the United States of America, on June 27-29, 2012, decided to establish a Tripartite Governance structure for the Institute, comprising: the Executive Directorate, to be hosted in the Integrated Operations and Finance Directorate in the Oriental Republic of Uruguay; the Science Development Directorate, to be hosted in the Federative Republic of Brazil; the Science-Policy Liaison Directorate, to be hosted in the Republic of Argentina;

Whereas, the Government of the Federative Republic of Brazil and the Inter-American Institute for Global Change Research have agreed to host the Institute's Science Development Directorate headquarters in the Federative Republic of Brazil, and wish to conclude an agreement regulating matters arising from the establishment and functioning of the Science Development Directorate of the Inter-American Institute for Global Change Research in Brazil;

Have agreed as follows:

ARTICLE I

Definitions

For purposes of this Agreement, the following definitions shall apply:

a) the term "Government" shall mean the Government of the Federative Republic of Brazil;

c) the term "Brazilian authorities" shall mean the national, state, municipal and other competent governmental authorities of the host country;

d) the term "IAI" shall mean the Inter-American Institute for Global Change Research;

e) the term "INPE" shall mean the National Institute of Space Research;

f) the term "IAI Agreement" shall mean the Agreement establishing the IAI, done at Montevideo, Uruguay, on May 13, 1992;

g) the term "Tripartite Governance Structure" shall mean the structure mentioned in the decision adopted by Twentieth Conference of the Parties of the IAI, held in the United States of America, on June 27-29, 2012, comprising:

1. The Executive Directorate, to be hosted in the Integrated Operations and Finance Directorate in the Oriental Republic of Uruguay;
2. The Science Development Directorate, to be hosted in the Federative Republic of Brazil;

Maria Uhle 31/7/14 18:21

Commentaire: Should this be removed – there are now three countries – will this cause confusion?

Maria Uhle 4/6/14 14:01

Supprimé: b) the term "host country" shall mean the Federative Republic of Brazil;

3. The Science-Policy Liaison Directorate, to be hosted in the Republic of Argentina;

h) the term “Science Development Director” shall mean the Science Development Director and legal representative of the Science Development Directorate referred to in the decision adopted by the Twentieth Conference of The Parties of the IAI;

i) the term “Science Development Directorate” shall mean the administrative organ of the IAI referred to in the decision adopted by the Twentieth Conference of The Parties of the IAI;

j) the term “facilities of the Science Development Directorate” shall mean the facilities described in Annex A hereto, and any other land, buildings, facilities and installations made available to, or maintained, occupied or used by, the Science Development Directorate of the IAI in the host country; and

k↓

l) the term “personnel of the Science Development Directorate” shall mean employees of, and consultants for, the Science Development Directorate.

ARTICLE II

Juridical Personality

In accordance with the Agreement establishing the IAI, the Government recognizes that the IAI, as an international organism, has a juridical personality. In accordance with the IAI Tripartite Structure, the Government recognizes that the Science Development Directorate of the IAI has juridical personality and the capacity to acquire rights and to undertake all obligations including entering into contracts and agreements with physical and juridical, public and private, national, foreign and international persons, as well as to acquire and dispose of tangible and intangible, movable and immovable property and, without prejudice to the provisions of this Agreement, to institute and respond to legal proceedings, in a manner consistent with all other international organizations with representation in the Federative Republic of Brazil.

ARTICLE III

Maria Uhle 31/7/14 18:21

Commentaire: Does this include IT assets etc, if so, is facilities a better option? Does this work in Portuguese?

Maria Uhle 4/6/14 14:11

Supprimé: premises

Maria Uhle 31/7/14 18:21

Commentaire: Should this be part of i)?

Maria Uhle 4/6/14 14:12

Supprimé:) the term “Headquarters” shall mean the premises of the Science Development Directorate in the Federative Republic of Brazil where the Science Development Director is located, and

Maria Uhle 31/7/14 18:21

Commentaire: Will personnel work?

Maria Uhle 4/6/14 14:12

Supprimé: staff

Maria Uhle 31/7/14 18:21

Commentaire: Should this be the agreement establishing the IAI and then make reference to the Tripartite Governance Structure?

Maria Uhle 4/6/14 14:18

Supprimé: IAI Tripartite Governance Structure

HTi 5/6/14 16:53

Supprimé: headquarters or

Facilities

1. The [Government](#) shall provide to the Science Development Directorate of the IAI, the facilities and services described in Annex A hereto.

Maria Uhle 4/6/14 15:30
Supprimé: host country

2. The properties described in [Annex A](#) shall remain the property of the Government.

Maria Uhle 4/6/14 15:30
Supprimé: paragraph 1

ARTICLE IV

Administrative-Financial Mechanisms

The [IAI and the Government, through INPE or any other responsible institution](#) may enter into arrangements [with respect to existing administrative and support structures, including physical facilities](#), administrative and/or financial support, [which may be put at the disposal of the Science Development Directorate, with the aim to improve functions in support of IAI activities](#).

Maria Uhle 4/6/14 15:44
Supprimé: Science Development Directorate and

Maria Uhle 4/6/14 15:45
Supprimé: regarding the

Maria Uhle 4/6/14 15:48
Supprimé: structures at INPE which may be available to the

ARTICLE V

Premises, Funds and Other Property of the Science Development Directorate

Maria Uhle 31/7/14 18:21
Commentaire: Does this include IT?

1. The premises, archives, documents and official correspondence of the Science Development Directorate shall be inviolable, and together with the premises, furnishings, means of transport, funds, assets and other Science Development Directorate property, whenever located in the [Federative Republic of Brazil](#) and by whomsoever held, shall be immune from search, requisition, embargo, confiscation, expropriation or execution, whether by national, regional or local authorities, and whether by executive, administrative, judicial or legislative action.

Maria Uhle 4/6/14 15:49
Supprimé: host country

2. Judicial actions and the service or execution of process cannot be enforced on the premises of the Science Development Directorate, except with the consent of, and in accordance with the conditions approved by, the Science Development Director or his or her designee.

3. Brazilian authorities shall not enter the premises of the Science Development Directorate to perform any official duty, except with the express consent, or at the request of, the Science Development Director or his or her designee. Such consent shall be deemed given in case of emergencies if consent cannot be obtained in advance.

4. The Science Development Directorate, as other international organizations established or represented in the Federative Republic of Brazil may:

a) In the Federative Republic of Brazil, hold and use funds, gold or negotiable instruments of any kind and maintain and operate accounts in any currency and convert any currency held by it into any other currency; and

b) Transfer its funds, gold or currency from one country to another, or within the Federative Republic of Brazil, to any individual or entity.

5. The Science Development Directorate, and its assets, income and other property shall be exempt from all direct taxes in the Federative Republic of Brazil, whether national, regional or local, which include inter alia, income tax, tax on capital, corporate tax as well as direct taxes and union fees levied by any Brazilian authority, and shall be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported for its official use. However, articles imported under such exemptions will not be sold in the Federative Republic of Brazil except under conditions agreed with the Government.

6. The provisions of paragraph 5 above shall not apply to taxes and duties, which are considered to be charges for public utility services payable by the Science Development Directorate.

ARTICLE VI

Legislation and Authority of the Facilities of the Science Development Directorate

1. The facilities of the Science Development Directorate shall be under the control and authority of the Science Development Director as provided in this Agreement.

2. The laws and regulations of the host country shall apply on the premises of the Science Development Directorate in a manner consistent with this Agreement. The IAI shall have the authority to establish, as necessary, regulations for the facilities of the Science Development Directorate needed for the full implementation of its functions. The Science Development Director shall promptly inform the Brazilian authorities of regulations enacted in accordance with this paragraph.

- Maria Uhle 4/6/14 15:50
Supprimé: located
- Maria Uhle 31/7/14 18:21
Commentaire: Brazil? Could be confusing when taken in context of the other two host countries – probably should be specific here. ... [1]
- Maria Uhle 4/6/14 15:51
Supprimé: may, in
- Maria Uhle 4/6/14 15:51
Supprimé: host country
- Maria Uhle 4/6/14 15:52
Supprimé: may transfer
- Maria Uhle 4/6/14 15:51
Supprimé: host country
- Maria Uhle 4/6/14 15:52
Supprimé: host country
- Maria Uhle 4/6/14 15:53
Supprimé: and any revenue,
- Maria Uhle 4/6/14 15:53
Supprimé: tax
- Maria Uhle 4/6/14 15:54
Supprimé: corporation
- Maria Uhle 4/6/14 15:54
Supprimé: authorities
- Maria Uhle 4/6/14 15:56
Supprimé: by the Science Developn... [2]
- Maria Uhle 4/6/14 15:56
Supprimé: host country
- Maria Uhle 31/7/14 18:21
Commentaire: In the past Union fe... [3]
- Maria Uhle 4/6/14 15:57
Supprimé: Law
- Maria Uhle 4/6/14 15:58
Supprimé: on
- Maria Uhle 4/6/14 15:58
Supprimé: Premises
- Maria Uhle 4/6/14 15:58
Supprimé: premises
- Maria Uhle 4/6/14 15:59
Supprimé: power
- Maria Uhle 4/6/14 15:59
Supprimé: make
- Maria Uhle 4/6/14 15:59
Supprimé: operative on the premises
- Maria Uhle 4/6/14 16:00
Supprimé: for the purpose of establ... [4]
- Maria Uhle 4/6/14 16:01
Supprimé: thus

ARTICLE VII

Protection of the Premises of the Science Development Directorate

1 The Government shall assure that the Science Development Directorate shall not be dispossessed of its [installations](#) except in the event the Science Development Directorate ceases [its operation in the Federative Republic of Brazil after formal notification to the Government](#).

Maria Uhle 4/6/14 16:01

Supprimé: premises

Maria Uhle 4/6/14 16:02

Supprimé: to use them

2. The Brazilian authorities shall take appropriate measures to ensure that the safety and tranquility of the premises of the Science Development Directorate is not disturbed and shall provide, as appropriate, such police protection as may be required for these purposes.

ARTICLE VIII

Communications Facilities

For official communications, the Science Development Directorate in the Federative Republic of Brazil will benefit from:

- a) the freedom of communication and advantages not less favorable than those accorded by the Government to any international organization, regarding priority, surcharges and taxes applied to communications;
- b) the right to use codes or keys and to send and to receive its correspondence by means of sealed mails, benefiting for this from the same prerogatives and immunities as those conceded to [diplomatic pouches](#) of international organizations.

Maria Uhle 4/6/14 16:03

Supprimé: mails

ARTICLE IX

Privileges and Immunities

1. The Science Development Director and members of his [or her](#) family who live with him or her, provided that they are not Brazilian nationals or permanent residents in the Federative Republic of Brazil, shall enjoy the privileges and immunities, exemptions and facilities granted to representatives of international organizations in accordance with international law [and the Vienna Convention on Diplomatic Relations](#). They shall enjoy, inter alia, the following rights:

- a) personal inviolability, including immunity from arrest or detention;
- b) immunity of criminal, civil and administrative jurisdiction;
- c) inviolability of all papers, documents and correspondence;
- d) exemption from taxes on salaries as well as on payments to the Science Development Director for his services to the Science Development Directorate;
- e) exemption from immigration restrictions, [registration requirement for](#) foreign citizens registration and national service obligations;
- f) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of international organizations;
- g) the same immunities and facilities in respect of their personal luggage as are accorded to diplomatic agents;

h) the right to import free of duties and taxes, except payment for services, their furniture and personal effects within six months [of his or her first entry into service in the Federative Republic of Brazil](#), and

i) the right to import a car or to buy a domestic car for personal use of the Science Development Director, with the same exemptions and conditions as are normally accorded to representatives of international organizations in long-term official missions in the Federative Republic of Brazil.

2. The residence of the Science Development Director shall enjoy the same inviolability and protection as the [facilities](#) of the Science Development Directorate.

3. The [Director and](#) other staff members of the Science Development Directorate, [↓](#) shall enjoy immunity from legal process [with respect to](#) words spoken or written and all acts done in their official capacity. [Such immunity shall continue to be accorded after termination of employment with IAI, in respect to the words spoken and acts done during that period.](#)

4. The other staff members of the Science Development Directorate, provided that they are not Brazilian nationals or who are not permanent residents [in the Federative Republic of Brazil](#), [shall](#) enjoy exemption on taxes on salaries and payments made by the Science Development Directorate.

Maria Uhle 4/6/14 16:06
Supprimé: from the date of arrival in the host country

Maria Uhle 4/6/14 16:10
Supprimé: premises

Maria Uhle 4/6/14 16:12
Supprimé: provided that they are not Brazilian nationals or who are not permanent residents of the host country

Maria Uhle 4/6/14 16:11
Supprimé: in

Maria Uhle 4/6/14 16:11
Supprimé: of

Maria Uhle 31/7/14 18:21
Commentaire: This will need to include the Director as well. Do Brazilian nationals not have this immunity? If not, it may make recruiting Brazilian nationals difficult...

teste 31/7/14 18:21
Commentaire:

Maria Uhle 4/6/14 16:16
Supprimé: of

Maria Uhle 4/6/14 16:13
Supprimé: host country

Maria Uhle 4/6/14 16:13
Supprimé: will

5. The other staff members of the Science Development Directorate, provided that they are not Brazilian nationals or who are not permanent residents in the Federative Republic of Brazil, shall enjoy the following rights:

a) the right to import free of duties and taxes, except payments for services, their furniture and personal effects, including a vehicle for personal use, within six months from the date of arrival in the Federative Republic of Brazil, and

b) other privileges and immunities granted to personnel of comparable rank of international organizations established in the Federative Republic of Brazil.

6. The Science Development Director and staff of the Science Development Directorate, provided that they are not Brazilian nationals or who are not permanent residents in the Federative Republic of Brazil, will have the right to export, without duties or taxes, upon the termination of their functions in the Federative Republic of Brazil, their furniture and personal effects, including motor vehicles.

7. The granting of privileges and immunities to the Science Development Director and to the staff of the Science Development Directorate occurs in the interest of the Science Development Directorate and not for personal gain. The right to suspend immunity of the Science Development Director and his/her family is under the responsibility of the IAI Executive Director.

ARTICLE X

Cooperation with the Brazilian Authorities

1. Without prejudice to their privileges and immunities, it is the duty of all persons enjoying such privileges and immunities to respect the laws of the host country. They also have a duty not to interfere in the internal affairs of the Federative Republic of Brazil,

2. The Science Development Director shall cooperate at all times with Brazilian authorities to facilitate the proper administration of justice, and shall take steps to prevent the Science Development Directorate staff from abusing the privileges, immunities and facilities accorded under this Agreement.

3. The Science Development Directorate shall observe all security directives as agreed with the Federative Republic of Brazil or as issued by Brazilian authorities responsible for

Maria Uhle 4/6/14 16:16
Supprimé: of

Maria Uhle 4/6/14 16:14
Supprimé: host country

Maria Uhle 4/6/14 16:17
Supprimé: host country

Maria Uhle 4/6/14 16:16
Supprimé: host country

Maria Uhle 4/6/14 16:17
Supprimé: host country

Maria Uhle 4/6/14 16:18
Supprimé: waive

Maria Uhle 4/6/14 16:18
Supprimé: for

Maria Uhle 4/6/14 16:19
Supprimé:

Maria Uhle 31/7/14 18:21
Commentaire: Under the tripartite structure this should be the responsibility of the IAI Executive Director – the EC should only deal with the Executive Director

Maria Uhle 4/6/14 16:19
Supprimé: Executive Council, established by agreement of the IAI and with the Science Development Director in all other cases

Maria Uhle 4/6/14 16:20
Supprimé: host country

Maria Uhle 4/6/14 16:20
Supprimé: host country

security conditions within the host country as well as all directives of Brazilian authorities responsible for fire prevention regulations.

4. The Science Development Directorate shall observe the social security provisions of the [Federative Republic of Brazil](#) imposed by them on employers, in respect of employees that are nationals or permanent residents of the [Federative Republic of Brazil](#), or of employees of foreign nationality not covered by the social security provisions of another country.

Maria Uhle 4/6/14 16:20
Supprimé: host country
Maria Uhle 4/6/14 16:20
Supprimé: host country

ARTICLE XI

Notification

1. The [Executive Director of the IAI](#) shall notify the Government of the names and categories of the members of the staff of the Science Development Directorate referred to in this Agreement and of any change in their status.

Maria Uhle 31/7/14 18:21
Commentaire: I think this should be the Executive Director

2. The Science Development Director, in the case of his or her absence, shall notify the of the name of the member of the Science Development Directorate staff that will remain as the responsible official during the length of the absence.

Maria Uhle 4/6/14 16:21
Supprimé: Science Development
Maria Uhle 31/7/14 18:21
Commentaire: Government?
Maria Uhle 4/6/14 16:22
Supprimé: host country

ARTICLE XII

Entry Into, Exit From and Movement Within the [Federative Republic of Brazil](#)

Maria Uhle 4/6/14 19:23
Supprimé: Host Country

The [Executive Director, directors and assistant directors of the IAI](#) and their immediate family forming part of their households, [when they are on official mission in the Federative Republic of Brazil, shall enjoy the same facilities and privileges as the heads of missions of international organizations. In order guarantee these priveleges, the Ministry of Foreign Relations \(MRE\) will issue appropriate documentation. Other staff of the Tripartite Directorates,](#) as well as members of the Executive Council and Scientific Advisory Committee referred to in the IAI Agreement, and all other non-Brazilian individuals who perform services for the Science Directorate, [when they are on official mission,](#) shall have the right of unimpeded entry into, exit from, and movement within, the [Federative Republic of Brazil](#), as appropriate and for purposes of the [IAI](#), Visas, entry permits or licenses, where required, shall be granted free of charge and as promptly as possible.

Maria Uhle 4/6/14 19:24
Supprimé: Science Development Director and staff of the Science Development Directorate,

Maria Uhle 4/6/14 19:29
Supprimé: host country
Maria Uhle 4/6/14 19:30
Supprimé:
Maria Uhle 4/6/14 19:30
Supprimé: Science Development Directorate

ARTICLE XIII

General Provisions

1. The members of the staff of the three Directorates established in the IAI Tripartite Agreement shall have the status of international employees serving an international organization.

Maria Uhle 4/6/14 19:37
Supprimé: Science Development

2. In accordance with existing rules and regulations, the Ministry of External Relations of the Federative Republic of Brazil shall provide official identity documents for the Executive Director, the Director of the Science Development Directorate and the other members of the staff of the Science Development Directorate indicating their status as international employees serving an international organization represented in the Federative Republic of Brazil.

Maria Uhle 31/7/14 18:21
Commentaire: Can this not be extended to all IAI staff members established under the IAI Tripartite agreement?

ARTICLE XIV

Safety and Protection of Persons Referred to in this Agreement

The relevant Brazilian authorities shall take appropriate actions as may be necessary to ensure safety and protection for persons referred to in this agreement, indispensable for the proper functioning of the Science Development Directorate.

Maria Uhle 4/6/14 19:42
Supprimé: .

ARTICLE XV

Other Facilities

1. The Federative Republic of Brazil, by means of its competent authorities, shall accord full facilities for the performance of the functions of the IAI under the terms of this Agreement, the Tripartite Agreement and the Agreement Establishing the Inter-American Institute for Global Change Research as a regional network of cooperating research entities. In cases of disagreement or for the resolution of problems associated with the implementation of this Agreement, the Government shall appoint the Ministry of External Relations to be responsible for communicating with other Brazilian authorities towards a quick resolution, in order to facilitate the efficient operations of the Science Development Directorate of the IAI in the Federative Republic of Brazil.

Maria Uhle 4/6/14 19:44
Supprimé: host country

Maria Uhle 4/6/14 19:45
Supprimé: Science Development Directorate

Maria Uhle 31/7/14 18:21
Commentaire: Also need Tripartite structure agreement

Maria Uhle 31/7/14 18:21
Commentaire: Can a clear point of contact for the IAI be named here?

2. The [Federative Republic of Brazil](#) shall, whenever necessary and feasible, endeavor to assist the Science Development Directorate in obtaining suitable accommodations for the Science Development Director.

Maria Uhle 4/6/14 19:52
Supprimé: host country

ARTICLE XVI

Solution of Controversies

Any controversy about the application or interpretation of the provisions of this Agreement shall be settled through direct [negotiation](#) between the [Government and the IAI, in accordance with international law](#), through diplomatic channels.

Dinfor 24/6/13 12:47
Supprimé: negotiation

Maria Uhle 4/6/14 19:53
Supprimé: Parties

ARTICLE XVII

Amendments

This Agreement can be amended by mutual consent between the IAI and the Government, in writing, through diplomatic channels.

ARTICLE XVIII

Entry into Force

This Agreement, or any amendments thereto, shall enter into force [thirty \(30\) days](#) after each Party has notified the other in writing that their respective internal requirements for entry into force have been complied with.

Dinfor 24/6/13 12:49
Supprimé:

Dinfor 24/6/13 12:48
Supprimé: on the

ARTICLE XIX

Denunciation

This Agreement can be denounced at any time, through written notification. Denunciation shall be effective six (6) months after the date of receipt of such notification.

ARTICLE XX

Final Provision

This Agreement shall cease to be in force if the seat of the Science Development Directorate is moved from the territory of the [Federative Republic of Brazil](#) or if the Science Development Directorate or the IAI is dissolved, except for such provisions as may be applicable in connection with the orderly termination of the operation of the Science Development Directorate at its seat in [Federative Republic of Brazil](#) and the disposition of its property therein, as well as provisions granting immunity from legal process of every kind in respect of words spoken or written or acts done in an official capacity, even after termination of employment with the Science Development Directorate.

Maria Uhle 4/6/14 19:54
Supprimé: host country

Maria Uhle 31/7/14 18:21
Commentaire: Brasil?

Maria Uhle 4/6/14 19:56
Supprimé: the host country

Done at _____, on _____, in duplicate, in four equally authentic texts in the Spanish, Portuguese, English and French languages. In case of divergence of interpretation, the English text shall prevail.

gquintao 31/7/14 18:21
Commentaire: This clause is meant to provide an objective criteria to sort out different interpretations among the four languages.

Annex A - [This is in part from the original agreement but may serve as a place to start our discussions.](#)

1. The Government shall provide, without cost, approximately 280 square meters of space in a building located in the campus of INPE, according to the floor plan (the "premises of the Science Development Directorate"). The Government shall equip the premises of the Science Development Directorate with suitable furniture and equipment, including three computers, two laser printers, a typewriter and a photocopier.

Maria Uhle 4/6/14 20:36
Supprimé: -

HTi 5/6/14 16:57
Supprimé: was not in

HTi 31/7/14 18:21
Commentaire: this will need to be reduced for the new requirements

2. The Science Development Directorate will share with INPE, at no cost, the use of an auditorium for 50 people and a seminar room for 60 people, as illustrated in the figure below.

3. The Government will provide to the Science Development Directorate communication facilities, consisting of four phone lines and a phone line to fax, as well as connections among microcomputers of the Science Development Directorate and local computer network INPE, which allows access to the INTERNET and GRID. The Government, through INPE, undertakes to provide these services and operation of IT facilities as well as its good maintenance for a safe and effective functioning of the operations of the Science Development Directorate of the IAI in [the Federative Republic of Brazil](#).

Maria Uhle 4/6/14 20:01
Supprimé: Brazilian g

4. The Government shall ensure the availability of all the necessary public services to the Science Development Directorate, including without limitation, electricity, water, gas, sewer, garbage collection and fire protection.

5. The Government will provide to the Science Development Directorate as Director one (1) senior researcher, supported by (1) an executive secretary trilingual, at the expense of the Government. These employees will be selected and allocated to the Science Development Directorate in agreement with the Executive Director of the IAI.

Maria Uhle 4/6/14 20:02

Supprimé: