

Report from the Implementation Committee for the Tripartite IAI Directorate

Purpose of the paper

The purpose of this paper is to provide the 22nd IAI CoP with a progress report on the implementation of the Tripartite IAI Directorate.

Background

At the 20th CoP in Arlington, Virginia USA the CoP established an ad hoc committee to oversee the implementation of the Tripartite Agreement between the IAI and the Governments of Uruguay, Argentina and Brazil to establish three new Directorate offices and to ensure that the implementation of the tripartite directorate is carried out as expeditiously and effectively as possible, and in a manner consistent with the tripartite proposal approved by the 20th CoP of the IAI. The Implementation Committee for the Tripartite IAI Directorate was specifically charged to:

- Elaborate the processes to be used for the nomination, selection and appointment of the Directors of Science Development and Science-Policy Liaison
- Review and approve job descriptions for the Directors of Science Development and Science Policy Liaison, which were prepared by the Executive Director in line with the tripartite proposal approved at the 20th CoP of the IAI
- Review legal agreements prepared between the host countries of the tripartite directorate and the IAI, and providing a recommendation to the Executive Council on the approval of these agreements (as agreed at the 20th CoP of the IAI, the Executive Council has the authority to approve the legal agreements on behalf of the CoP and the Chair of the Executive Council has the authority to co-sign these agreements with the Executive Director; approval of the Executive Council will be sought by electronic means)
- Seek and review reports of the Financial and Administrative Committee on the status of the IAI core budget throughout the transition to the tripartite structure to ensure that expenditures are consistent with those projected under the tripartite proposal approved by the 20th CoP of the IAI.

- Develop indicators to evaluate the success of the tripartite structure against the vision and goals set out for it in the tripartite proposal approved by the 20th CoP of the IAI.

A complete Terms of Reference and membership for this committee are provided in Annex A and Annex B, respectively.

Provisions of the Tripartite Agreement

The Tripartite Agreement as adopted at the 20th IAI CoP, states that the IAI Directorate structure and accountability will be as follows:

Integrated Operations and Finance Directorate (Montevideo, Uruguay)

The Integrated Operations and Finance Directorate will be the headquarters of the IAI Directorate and will be based in Montevideo, Uruguay. This Directorate will be run by the Director General of the IAI, who is elected by the Conference of the Parties.

The main activities of the Integrated Operations and Finance Directorate will be to:

- Prepare and submit to the Conference of the Parties, through the Executive Council, the proposed long-range plan, the proposed financial policies and the annual program and budget of the IAI, including annually adjusted allocations to the Directorate and to the IAI Research Centers;
- Implement the financial policies and the annual program and budget approved by the Conference of the Parties, maintaining detailed records of all revenue and expenditure of the IAI, and committing authorized resources for the purposes of managing the IAI;
- Be responsible for the operations of the program of the IAI and the implementation of the policies approved by the Conference of the Parties in accordance with the direction provided by the Executive Council, and to cooperate with the Executive Council in those regards;
- Act as Secretariat to the Conference of the Parties, to the Executive Council and to the Scientific Advisory Committee and,

- as such, participate ex officio in meetings of the organs of the IAI;
- Promote and represent the IAI;
 - Forward to the Conference of the Parties offers to host IAI Research Centers based on proposals submitted in accordance with the Agreement Establishing the IAI;
 - Issue invitations of Association (i.e., to Associates of the IAI) approved by the Conference of the Parties, and conclude with each accepting Associate an Agreement of Association;
 - Submit annually audited financial records to the Conference of the Parties, through the Executive Council; and
 - Perform any other functions entrusted to it by the Conference of the Parties or the Executive Council.

Science Development Directorate (São José dos Campos, Brazil)

The Science Development Directorate and the Director of Science Development will be located in São José dos Campos, Brazil. The Director of Science Development will be appointed by and will report to the Director General of the IAI.

- The main activities of the Science Development Directorate will be to:
- Develop strategic vision of what the IAI needs to better accomplish its mandate using input from the Science Advisory Committee, the Assistant Director of Science Programs, and the IAI science community;
- Coordinate and conduct regular strategic reviews of IAI science programs in conjunction with the Science Advisory Committee, the Assistant Director for Science Programs to identify potential science gaps in the IAI portfolio;
- Coordinate science dialogues with the IAI scientific community that would provide the IAI science community with an opportunity to help shape the new science directions that IAI should embark upon;
- Coordinate the integration and synthesis of IAI science across the IAI networks and with regional institutions in the Americas to:

- Identify science gaps;
- Inform IAI strategic science planning
- Develop potential science priorities and identify new emerging science issues that are relevant to the IAI mandate;
- Strengthen partnerships and cooperation between the IAI and regional scientific institutions in order to expand and leverage IAI science;
- Explore and pursue new opportunities for establishing scientific networks and centers of excellence in line with the IAI mandate;
- Work to identify potential new IAI institutes that could be formed to enhance the IAI science portfolio
- Work with the Director General, Science Advisory Committee, Assistant Director for Science Programs, and the Assistant Director for Finance to generate proposals for new institutes that will be presented to the CoP for consideration and adoption;
- Actively engage researchers from the Americas in the work of the IAI
- Provide foresight to the IAI on scientific needs and directions related to addressing global change in the Americas; and
- Identify strategies for improving scientific data management across IAI networks and with partner institutions in the Americas.
- Staff members of the Directorate

Science-Policy Liaison Directorate (Buenos Aires, Argentina)

The Science-Policy Liaison Directorate and Director of Science-Policy Liaison will be located in Buenos Aires, Argentina. The Director of Science-Policy Liaison will be appointed by and will report to the Director General of the IAI. The work of the Science-Policy Liaison Directorate will help the IAI strengthen the regional relevance of scientific programs and projects by establishing and maintaining sound linkages between IAI and policy-making communities in various sectors, and improving public awareness and scientific information input to governments for the development of public policy relevant to global change. This Directorate will assist the IAI to develop a comprehensive strategy for outreach and engagement that can effectively shape the IAI science agenda and facilitate the

communication of IAI science to the policy community. The main activities of the Science-Policy Liaison Directorate, categorized as program development, engagement and outreach activities are:

Program Development Activities:

- Develop periodic plans, setting goals to be pursued, the results to be obtained and the necessary budget, in collaboration with the cognizant directors and the supporting MinCyt;
- Assist in the development and the implementation of short- and long-term plans for IAI, including new initiatives and programs;
- Interact with scientific teams supported by IAI to ensure policy engagement and outreach in research processes;
- Link other IAI areas and scientific teams to stakeholders in the policy-making communities relevant to IAI;
- Prepare engagement and outreach program proposals according to the priorities of the IAI, to be submitted to the donor agencies, working with the Assistant Director for Finance and Administration in the preparation of the budget;
- Prepare funding Agreements for its work in consultation with the Assistant Director for Finance and Administration;
- Provide technical input in the area of its incumbency, including analysis of interim reports, participation in workshops, identification of opportunities to engage policy-makers;
- Prepare reports and assist other IAI areas in matters of the Directorate's incumbency; and
- Perform on-site visits when necessary.

Engagement activities:

- Manage IAI's engagement and outreach programs to the policymaking community;
- Create opportunities and environments for dialogue between science and policy on global change and other strategies to strengthen the relevance of the IAI programs and projects;

- Develop and manage interaction mechanisms between the IAI and decision-making levels on public policies related to the mission of the IAI; and,
- Establish relationships with various international, regional, national and local agencies in order to promote communication and dialogue between science and policy, by submitting proposals to the IAI Director General for agreements with these entities.

Outreach activities:

- Advise on the generation of synthesis reports from the scientific groups, aimed at meeting the information needs of decision makers;
- Implement public communication strategies that improve the level of knowledge of global change, its implications and associated actions, as well as the IAI;
- Monitor the positioning of the IAI in the public opinion and among the relevant scientific, political and sectoral organizations;
- Develop contacts with regional and international policy institutions, international, national, sub-national, public, private and nongovernmental;
- Acts as a primary contact with the Associates and organs/institutions of the IAI, with respect to projects of outreach and engagement related to policy making communities, their implementation and monitoring;
- Assist in the identification and approach of possible donor sources, in particular International Organizations, Governmental and Non- Governmental Organizations, International Banks, OAS, UN System, Federal/National Agencies, Foundations, Private sector, etc., to support activities related to the IAI outreach and engagement;
- Contribute to public relations efforts and to knowledge dissemination and utilization of research results by participating in public and scientific fora;

- Establish relations with media and develop other outreach channels in collaboration with the existing publications office; and
- Any other responsibilities as required for the successful implementation of IAI's engagement and outreach strategies, programs and plans.

Progress on Implementation of Directorate Offices

Following the 20th CoP, the Implementation Committee received host country agreements prepared by the governments of Argentina, Brazil and Uruguay. The committee reviewed the language for each agreement, sought input from legal entities in the committee member countries and consulted with the current IAI Director. Based on these consultations and reviews, feedback was prepared for each agreement, which was transmitted to the representatives of the governments of Argentina, Brazil and Uruguay.

Following the 21st CoP, the Implementation Committee was asked to continue to monitor the negotiations and implementation of these agreements. An interim report was provided to the Committee on 24 January 2014 and is contained in Annex C. Since this interim report, substantial progress has been made for two of the Directorates. A summary is below.

Integrated Operations and Finance Directorate (Montevideo, 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 is complete. Similarly, the office equipment was ordered on 13 December and has been delivered to the offices. IT and telephone equipment has been installed and the office is largely operational.

A problem arose in hiring local staff in Montevideo. To help with administrative and logistical tasks in the interim, IAI has hired one local logistics assistant who continued her employment beyond the move and will then be in charge of travel and logistics for science and training activities etc. The contract issues between the Ministry and LATU have recently been resolved and LATU and IAI are currently issuing a joint advertisement for the positions to be funded by Uruguay. It is hoped that staff will be hired within the next 2-3 months.

Science-Policy Liaison Directorate (Buenos Aires, Argentina)

The new science-policy liaison directorate of the IAI in Buenos Aires has its legal foundation in the new host country agreement signed on October 30, 2012 between IAI and Argentina. The Directorate has been provided with office space in the Ministry of Science, Technology and Productive Innovation (MinCyT) of Argentina. The IAI was permitted to renovate the office space ceded and conducted renovations from 10 December 2013 to 10 March 2014, including installation of two walls (one with double glass window), recovery of existing windows, wood frames, cabinets and floors, acoustic insulation, and all electrical and communications wiring. The office now has room for the Science-Policy Director and possibility of accommodating assistants and interns. At present, the office has access to a receptionist and assistant with the National Directorate for International Relations.





The office will be equipped with:

- Desks, chairs, table
- Personal computers
- Printers
- Internet connection
- Telephone extensions
- Photocopier

The SPL Office will share with the National Directorate for International Relations a meeting room that can accommodate 12 people and videoconference service, as well as a kitchen and toilette.

As reported last year, in December 2012, Dr. Tomás Lindemann was selected for the SPL Director position. Dr. Nicolas Lucas was selected as Assistant Director. Both positions were to be covered with the support of the Argentine government, with supplementation by the IAI.

Administrative issues caused a delay in the hiring of Dr. Lindemann, who since the beginning of 2012 has been taking steps to legalize and homologize his foreign diploma in Argentina, a process that is at an advanced stage but not completed. Most of the information required has already been presented and some other documents will be presented in the coming days.

Dr. Lucas declined being hired by MINCyT because of incompatibilities with his other functions in the public administration of Argentina, but continued to perform Science-Policy Liaison activities as consultant hired by the IAI Executive Directorate.

During this period, Dr. Lindemann kept frequent contact with MINCyT and in January 2014 he visited Buenos Aires and participated in a complete review of the terms of the MINCYT-IAI agreement carried out by MINCYT's National Directorate for International Relations. The changes introduced to the signed agreement have not been finalized.

Although the leaders of the SPL Directorate have not been hired yet, the MINCyT, through the National Directorate of International Relations has promoted the participation of Argentine officers and consultants in policy dialogue on science, technology and innovation aimed at consolidating the collaboration between the European Union and Latin America and the Caribbean. In particular, participation in ALCUE NET and ENSOCIO LA projects, the details of which will be provided at the Conference of the Parties during the country presentation.

Science Development Directorate (São José dos Campos, Brazil)

In reviewing the proposed Host Country Agreement between the Government of Brazil and the IAI, the Committee identified several concerns. 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. A series of 4 documents were provided to the Government of Brazil to help identify potential language that would be suitable for the new host country agreement. These documents referenced the language used in the agreements between the IAI and Argentina and with Uruguay.

A response from Brazil was received that the proposed text strongly differed from the text Brazil and IAI were negotiating since 2012. In response the committee provided an alternate proposal (Annex D), which is still under negotiation. The main difference between the agreement proposed by Brazil and Annex D is that in many cases, the language proposed by Brazil only refers to the Science Development Directorate rather than the IAI as a whole. 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.

Next steps

- Development of performance metrics
- Analysis of structure within a year of establishing the offices
- Update to CoP - recommendations for improvement

TERMS OF REFERENCE FOR THE AD HOC COMMITTEE ON THE IMPLEMENTATION OF THE TRIPARTITE IAI DIRECTORATE

The Committee is open to participation by any member of the IAI. The Executive Director of the IAI will participate in the Committee in an ex-officio capacity.

The Committee shall be led by a Chair and a Vice-Chair.

The Committee is charged overall with ensuring that the implementation of the tripartite directorate is carried out as expeditiously and effectively as possible, and in a manner consistent with the tripartite proposal approved by the 20th CoP of the IAI. The Executive Director and the host countries of the tripartite directorate will report to the Committee on the progress made on the implementation of the tripartite structure on a bimonthly basis.

The Committee is also charged with the following specific tasks:

- Elaborating the processes to be used for the nomination, selection and appointment of the Directors of Science Development and Science-Policy Liaison
- Reviewing and approving job descriptions for the Directors of Science Development and Science Policy Liaison, which will be prepared by the Executive Director in line with the tripartite proposal approved at the 20th CoP of the IAI
- Reviewing legal agreements prepared between the host countries of the tripartite directorate and the IAI, and providing a recommendation to the Executive Council on the approval of these agreements (as agreed at the 20th CoP of the IAI, the Executive Council has the authority to approve the legal agreements on behalf of the CoP and the Chair of the Executive Council has the authority to co-sign these agreements with the Executive Director; approval of the Executive Council will be sought by electronic means)
- Seeking and reviewing reports of the Financial and Administrative Committee on the status of the IAI core budget throughout the transition to the tripartite structure to ensure that expenditures are consistent with those projected under the tripartite proposal approved by the 20th CoP of the IAI

Annex A

- Developing indicators to evaluate the success of the tripartite structure against the vision and goals set out for it in the tripartite proposal approved by the 20th CoP of the IAI.

The Committee shall report to the Executive Council bimonthly on the progress in completing the above-mentioned tasks and the overall progress in implementing the tripartite structure.

The Committee shall seek the advice of the Science Advisory Committee, the Financial and Administrative Committee and legal advice where appropriate.

The Committee shall carry out its work by electronic correspondence to the extent possible, but may consider meeting face-to-face where necessary.

The Committee's mandate shall run from the end of the 20th CoP of the IAI to the end of the 21st CoP of the IAI.

Annex B

Members of the Implementation Committee for the Tripartite IAI Directorate

Argentina:

Carlos Ereño

Brazil:

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

Canada:

Javier Gracia Garza, Kathryn Lundy

Ecuador:

Juan Carlos Moreno

Guatemala:

Luis Ricardo Álvarez Girón

United States: Maria Uhle, David Reidmiller

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 as 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.

Brazil - IAI Host Country Agreement

Prepared by Brazil - suggestion by Implementation Committee Chair

(DRAFT)

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

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;
- ~~b) the term "host country" shall mean 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;
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 “premises 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) 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~~

l) the term “staff 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 ~~IAI Tripartite Governance Structure 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 headquarters or representation in the Federative Republic of Brazil.

ARTICLE III

Facilities

1. The ~~host country~~ Government shall provide to the Science Development Directorate of the IAI, the facilities and services described in Annex A hereto.
2. The properties described in ~~Annex A paragraph 1~~ shall remain the property of the Government.

ARTICLE IV

Administrative-Financial Mechanisms

The ~~IAI and the Government, through Science Development Directorate and INPE or any other responsible institution~~ may enter into arrangements with respect to existing regarding the administrative and support structures, including physical facilities, administrative and/or financial support, which may be put at the disposal of the

~~structures at INPE which may be available to the~~ Science Development Directorate, with the aim to improve functions in support of IAI activities.

ARTICLE V

Premises, Funds and Other Property of the Science Development Directorate

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 ~~host country~~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.

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 ~~located~~established or represented in the Federative Republic of Brazil may:

a) ~~may, in~~In the ~~host country~~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) ~~may transfer~~Transfer its funds, gold or currency from one country to another, or within the ~~host country~~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 ~~host country~~ Federative Republic of Brazil, whether national, regional or local, which include inter alia, income tax, ~~tax on and any revenue,~~ capital ~~tax,~~ ~~corporation corporate~~ tax as well as direct taxes and union fees levied by any Brazilian ~~authorities~~ authority, and shall be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported ~~by the Science Development Directorate~~ for its official use. However, articles imported under such exemptions will not be sold in the ~~host country~~ 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

~~Law Legislation~~ and Authority ~~on of~~ the ~~Premises Facilities~~ of the Science Development Directorate

1. The ~~premises 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 ~~power authority~~ to ~~make establish, as necessary,~~ regulations ~~operative on the premises for the facilities~~ of the Science Development Directorate ~~for the purpose of establishing therein the conditions in all respects necessary for the full execution of its functions needed for the full implementation of its functions~~. The Science Development Director shall promptly inform the Brazilian authorities of regulations ~~thus~~ enacted in accordance with this paragraph.

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 ~~premises-installations~~ except in the event the Science Development Directorate ceases ~~to use them~~ its operation in the Federative Republic of Brazil after formal notification to the Government.

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 ~~mails-diplomatic pouches~~ of international organizations.

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 from the date of arrival in the host country 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 premises-facilities of the Science Development Directorate.

3. The Director and other staff members of the Science Development Directorate, provided that they are not Brazilian nationals or who are not permanent residents of the host country], shall enjoy immunity from legal process in-with respect of-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 ~~of in the host country~~Federative Republic of Brazil, ~~will shall~~ enjoy exemption on taxes on salaries and payments made by the Science Development Directorate.

5. The other staff members of the Science Development Directorate, provided that they are not Brazilian nationals or who are not permanent residents ~~of in the host country~~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 ~~host country~~Federative Republic of Brazil, and

b) other privileges and immunities granted to personnel of comparable rank of international organizations established in the ~~host country~~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 ~~host country~~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 ~~waive suspend~~ immunity ~~for of~~ the Science Development Director and his/her family is under the responsibility of the ~~IAI Executive Director~~Executive Council, ~~established by agreement of the IAI and with the Science Development Director in all other cases.~~

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~~host country~~.
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 ~~host country~~ or as issued by Brazilian authorities responsible for 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 ~~host country~~ imposed by them on employers, in respect of employees that are nationals or permanent residents of the Federative Republic of Brazil ~~host country~~ or of employees of foreign nationality not covered by the social security provisions of another country.

ARTICLE XI

Notification

1. The ~~Science Development~~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.
2. The Science Development Director, in the case of his or her absence, shall notify the ~~host country~~ 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.

ARTICLE XII

Entry Into, Exit From and Movement Within the ~~Host Country~~Federative Republic of Brazil

The ~~Executive Director, directors and assistant directors of the IAI Science Development Director and staff of the Science Development Directorate,~~ 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 ~~host country~~Federative Republic of Brazil, as appropriate—and for purposes of the ~~IAI Science Development Directorate~~. Visas, entry permits or licenses, where required, shall be granted free of charge and as promptly as possible.

ARTICLE XIII

General Provisions

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

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.

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.

ARTICLE XV

Other Facilities

1. The ~~host country~~ Federative Republic of Brazil, by means of its competent authorities, shall accord full facilities for the performance of the functions of the ~~Science Development Directorate~~ 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.
2. The ~~host country~~ 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.

ARTICLE XVI

Solution of Controversies

Any controversy about the application or interpretation of the provisions of this Agreement shall be settled through direct ~~negociation~~ negotiation between the ~~Parties~~ Government and the IAI, in accordance with international law, through diplomatic channels.

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)-on-the days after each Party has notified the other in writing that their respective internal requirements for entry into force have been complied with.

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 ~~host country~~ 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 ~~the host country~~ 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.

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.

Annex A — This was not inis 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.

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 ~~Brazilian~~ gGovernment, 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.

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.