

NET/IN/UNIDO



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

TRANSMISSION VIA FACSIMILE

UNIDO, Vienna International Centre, P.O. Box 300, A-1400 Vienna, Austria
Fax no: 43-1-211316809, Tel no: 43-1-21131-5158/4822

| | | |
|-------------|-------------------------|---------------|
| Reference: | Date: 13 September 1996 | Page 01 of 34 |
| Drafter: kg | Authorized by: | Account: |

TO: Ms. Elisabeth Mann Borgese

FAX: 001-902-858-2455

COPY

Dear Ms. Borgese,

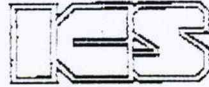
Mr. Bromley is on mission and he asked me to send you the attached papers on Institutional Agreement of ICS, and the Statutes of the ICGB.

Yours sincerely,

Karolin Gragosian

NA/INS/UNIDO

ICS Publication 001/94
English version
March 1996



*International Centre for Science
and High Technology*

COPY

Institutional Agreement

Agreement between the Government of Italy and the
United Nations Industrial Development Organization
concerning the institutional arrangements for the
International Centre for Science and High Technology

Signed on 9 Novembre 1993 and
entered into force on 26 February 1996



WHEREAS Article 2 (j) of the Constitution of the United Nations Industrial Development Organization (hereinafter referred to as "UNIDO") provides that UNIDO shall promote, encourage and assist in the development, selection, adaptation, transfer and use of industrial technology, with due regard for the socio-economic conditions and the specific requirements of the industry concerned, with special reference to the transfer of technology from the industrialized to the developing countries as well as among the developing countries themselves;

WHEREAS the General Conference of UNIDO took note by GC.4/Res.14 that an international centre for science and high technology will be established as described in document GC.4/39 of the General Conference;

WHEREAS the Government of Italy (hereinafter referred to as "the Government") has welcomed the establishment of the International Centre for Science and High Technology (hereinafter referred to as "ICS") and has declared its readiness to provide UNIDO with financial, logistical and other support, including the necessary premises, for ICS;

WHEREAS the objectives of ICS is to develop and strengthen the scientific and technological capabilities of developing countries in the creation and application of scientific knowledge;

WHEREAS the paucity of research capacities in developing countries can be overcome by providing scientists from developing countries with training and access to state-of-the-art equipment and facilities relevant to the development of science-based industry;

WHEREAS the beneficiaries of the activities of ICS will be scientists from developing countries and, through them, the technologists and industrialists in such countries;

WHEREAS it is expected that contributions from further donors interested in the activities of ICS will be received;

NOW THEREFORE the Government and UNIDO hereby agree as follows:

ARTICLE I

Legal Status

1. The International Centre for Science and High Technology is established within the legal framework of UNIDO as a scientific institution with autonomy as defined in the present Agreement.
2. The ICS will comprise three institutes:
 - a) The International Institute for Pure and Applied Chemistry;
 - b) The International Institute for Earth, Environmental and Marine Sciences and Technologies, and
 - c) The International Institute for High Technology and New Materials.
3. The headquarters of ICS, including facilities for the three institutes referred to in paragraph 2 above, will be located in Trieste, Italy, and facilities for the International Institute for Earth, Environmental and Marine Sciences and Technologies will also be established in Venice.

ARTICLE II

Objectives

The objectives of ICS will be the following:

- a) to further, for the benefit of developing countries, the utilization of applied science for peaceful aims, and the development of science-based technologies;
- b) to promote and stimulate high-level research with a direct involvement of developing countries' scientists, and
- c) to provide conditions and structures for the professional promotion of scientists and technicians of developing countries.

ARTICLE III

Functions

To fulfill the objectives mentioned in Article II, ICS will carry out the following main functions: long-term and short-term training; research; conduct of workshops and scientific meetings; operation of a scheme of visiting scientists and associates; advisory services, cooperation with industry, cooperation with

and affiliation of relevant national institutions, transfer of technologies.

ARTICLE IV

Activities

The three institutes will carry out activities selected from one or more of the following subject areas:

- a) The International Institute for Pure and Applied Chemistry: macromolecules, catalysis, reactivity, computer chemistry, synthesis, fine pharmaceuticals and interfacial phenomena.
- b) The International Institute for Earth, Environmental and Marine Sciences and Technologies: recent advances in geophysics prospecting, earthquake prediction and engineering, atmosphere and oceans, environmental aspects of climate, water pollution and marine research, including marine biotechnology and activities connected with mining, offshore engineering and coastal management.
- c) The International Institute for High Technology and New Materials: computer science and microelectronics, lasers, fibre optics, communication physics, superconductivity, semiconductors, composite materials and energy conversion.

ARTICLE V

Financial Arrangements

1. To finance the activities of ICS, the Government agrees to pay for the first year a minimum sum of seven (7) billion Italian Lire to UNIDO as a special purpose contribution to the Industrial Development Fund. The level of the contribution shall be reviewed, every year, on the basis of the recommendations of the Steering Committee. At the beginning of each calendar year UNIDO shall write to the Government requesting the payment of the aforesaid amount and submitting all the relevant documentation and information.
2. UNIDO shall credit the contributions of the Government to a sub-account of the Industrial Development Fund, which is to be created for this purpose. Interest accruing thereon shall also be credited to this account. The amounts credited to the account shall be utilized by UNIDO in conformity with the budget and this Agreement.
3. The Government may take further contributions to fulfill the initial needs of ICS. Other Governments as well as public and private bodies may participate in ICS funding.

4. The account shall be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules and directives of UNIDO.

5. UNIDO shall provide the Government with the following statements and reports in the format normally followed by UNIDO for official accounting and financial reporting:

- a) an annual financial statement showing income, expenditures, assets and liabilities as of 31 December of each year with respect to the funds provided by the Government;
- b) a final financial statement within six months of termination of the present Agreement.

In accordance with UNIDO's Financial Regulations and Rules the above financial statements will be expressed in United States dollars using the appropriate United Nations operational rate of exchange.

6. In the event of termination of this Agreement any balance of the funds in the account shall continue to be held by UNIDO until all expenditures incurred by UNIDO have been satisfied from such funds.

7. ICS shall be financed exclusively from voluntary contributions to be made to UNIDO for the purpose of ICS. Administrative and support costs incurred by UNIDO for the activities of ICS, referred to in Articles III and IV of the present Agreement, shall be reimbursed to UNIDO and charged to the account at a rate of five (5) per cent of all expenditures incurred on those activities. With the agreement of the Managing Director and after informing the Steering Committee, the account may also be charged with any unforeseen and identifiable administrative and support costs incurred by UNIDO and not provided for in the programme budget.

ARTICLE VI

Organization and Administration

The organization and the administration of ICS shall, under the authority of the Director-General of UNIDO, comprise the following organs: the Rector, the Managing Director and the ICS Secretariat, the Steering Committee and the International Scientific Committee.

1. The Rector of ICS shall be nominated by the Director-General of UNIDO after consultation with the Steering Committee, shall supervise all the scientific activity of ICS and shall be the President of the International Scientific Committee.

2. On the basis of a list of candidates submitted by the Steering Committee, the Managing Director of ICS shall be appointed by the Director-General of UNIDO,

under whose authority he shall operate and shall be in charge of and bear responsibility for the administration and management of ICS.

3. The Steering Committee will be composed, during the first application of the present statute, of two representatives of the Government, one of which will be a scientist, a representative of UNIDO and a representative of developing countries selected on the proposal of the Director-General on a rotating basis. Subsequently, on the proposal of the Director-General, the Committee shall coopt other members representing major donors. The Steering Committee will be convened for the first meeting by the Director-General and will establish rules of procedure for its own functioning, to be submitted for approval to the Director-General.
4. The International Scientific Committee shall reflect the relevant scientific disciplines and include an adequate number of qualified scientists and technologists from developing countries and from the host country. The composition of the Committee will be decided by the Director-General of UNIDO, taking into consideration the proposals of the Steering Committee, the Managing Director and the Rector. The Director-General of UNIDO or his representative will be entitled to participate in the work of the Committee. The Committee will be convened at least once a year. The Committee will review the programme and budget of ICS from the scientific point of view and will make comments and recommendations thereon.
5. The ICS Secretariat will service the Steering Committee and the International Scientific Committee. The Director-General of UNIDO shall, in accordance with the applicable Staff Regulations and Rules of UNIDO, appoint the staff of the ICS Secretariat which initially will be composed of no more than 8 staff recruited internationally and of no more than 14 staff recruited locally. Thereafter, the Steering Committee will consider, when reviewing and adopting the programme and budget, the need for additional staff, as necessary.

ARTICLE VII

Programme and Budget

The programme and budget of ICS will be drawn up by the Managing Director, after consultation with the Rector and after having considered the recommendations of the International Scientific Committee. The programme and budget area are then presented to the Steering Committee for review and adoption prior to their submission to the Director-General of UNIDO for his approval. The Director-General of UNIDO may require the Steering Committee to modify the programme and budget. The programme shall be for a five-year period and will be extended biennially according to the financial cycle of UNIDO with effect from the beginning of the calendar year. Payments will be made on a yearly basis.

ARTICLE VIII

Settlement of Disputes

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

ARTICLE IX

Supplemental Agreements

The Parties may enter into such supplemental agreements or arrangements as may be necessary and appropriate.

ARTICLE X

Entry into Force, Duration and Modifications

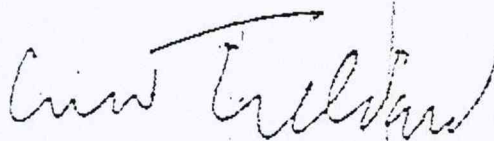
1. This Agreement and the related Agreement between the United Nations Industrial Development Organization and the Government of Italy concerning the Establishment of the Seat of the International Centre for Science and High Technology shall enter into force simultaneously and when the Parties inform each other by a written notification that all the necessary internal measures have been completed.
2. Consultations with regard to modifications of this Agreement shall be entered into at the request of UNIDO or the Government.
3. The present Agreement shall be concluded for an indefinite period on the understanding, however, that each Party shall have the right to terminate it upon giving twenty-four (24) months' notice in writing to the other Party. Upon

termination of the present Agreement, the Agreement referred to in paragraph 1 above shall be suspended.

- 4. This Agreement shall cease to be in force:
 - a) by mutual consent of UNIDO and the Government, and
 - b) if ICS is transferred from the territory of Italy.

Done at Vienna, this 9th day of November 1993, in duplicate in English.

For the Government
of Italy:



Corrado Talliani
Ambassador
Permanent Representative
of Italy to UNIDO

For the United Nations
Industrial Development
Organization:



Mauricio de María y Campos
Director-General

DRAFT

AGREEMENT BETWEEN THE UNITED NATIONS INDUSTRIAL
DEVELOPMENT ORGANIZATION AND THE GOVERNMENT OF ITALY
CONCERNING THE ESTABLISHMENT OF THE SEAT OF THE
INTERNATIONAL CENTRE FOR SCIENCE AND HIGH TECHNOLOGY

WHEREAS the General Conference of the United Nations Industrial Development Organization (hereinafter referred to as "UNIDO") in its resolution GC.4/Res.14 took note that an International Centre for Science and High Technology (hereinafter referred to as "ICS") will be established as described in document GC.4/39 of the General Conference and that its seat will be at Trieste and Venice, Italy;

WHEREAS the Government of Italy (hereinafter referred to as "the Government") has declared its readiness to provide UNIDO with financial, logistical and other support, including, in particular, the necessary premises adequately furnished and equipped for ICS;

WHEREAS the Agreement between the UNIDO and the Government of Italy concerning the Institutional Arrangements has been ratified by the Italian Parliament on 15 February 1995 and has entered into force on

WHEREAS UNIDO and the Government have declared their willingness to conclude this agreement concerning the provision by the Government of the necessary premises, adequately furnished and equipped for the establishment of the seat of the International Centre for Science and High Technology in Trieste;

NOW THEREFORE UNIDO and the Government hereby agree as follows:

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ARTICLE I

The Seat of ICS

1. The seat of ICS, which shall be at Trieste, shall consist of suitable land and buildings made available free of any charge to UNIDO by the Government. A description of the location and delineation of the land and buildings is set out in the Protocol attached to the present Agreement and in Annexes ... and
2. The Government, through the Province of Trieste, shall place at the disposal of UNIDO for the ICS, free of charge, suitable laboratories, including installations, equipment and furnishings, as described in the Annexes ... and ... to the present Agreement.
3. The present Agreement shall be applicable to the land, buildings, laboratories, installations, equipment and furnishings dedicated to the ICS.
4. UNIDO shall meet through the funds made available to the ICS the costs of public services and day-to-day maintenance of the buildings, laboratories, installations, equipment and furnishings used for ICS.
5. ICS shall be responsible for the normal maintenance and upkeep of the premises. The appropriate Italian authorities shall be responsible for major repairs of a non-recurring nature related to damage resulting from force majeure or structural defects and for the up-keep of the land surrounding the ICS and of access roads to it. The ICS shall be responsible for the repair of damage directly attributable to its negligent use of the premises, whether the damage is due to the ICS's negligent use of premises, shall be the subject of consultations between the Parties.

ARTICLE IIPublic Services

1. The Government shall ensure that the appropriate Italian authorities shall supply ICS with the necessary public services, including electricity, water, gas, sewerage, post, telephone, telegraph, local transportation, drainage, collection of refuse and fire protection. In case of any interruption or threatened interruption of any such services, the appropriate Italian authorities shall consider the needs of ICS as being of an importance equal to that of essential public agencies of the Government and shall take steps accordingly to ensure that the work of ICS is not prejudiced. In order to guarantee the continuation of electricity supply during any interruption, the Government shall be responsible for the installation and special maintenance in ICS of the necessary equipment for emergency power supply.

2. ICS shall, upon request, enable duly authorized representatives of the appropriate public service bodies to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within ICS under conditions which shall not impede the carrying out of ICS's functions.

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

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4. (a) All communications directed to the ICS, or to any official of the ICS at its seat, and all outward official communications of the ICS, by whatever means or in whatever form transmitted, shall not be subject to censorship or any other form of interception or interference.
- (b) ICS shall have the right to use codes and to dispatch and receive official communications by courier or in sealed bags, the same privileges and immunities being extended to them as are accorded to diplomatic couriers and bags.
- (c) Nothing in this section shall be construed as precluding the adoption of security precautions to be agreed between the ICS/UNIDO and the Government.
- (d) This section shall also be applied to publications, computer records, still and motion pictures, films and sound recordings.

ARTICLE III

Privileges and Immunities

1. The Government shall apply to ICS the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations, approved by the General Assembly of the United Nations on 21 November 1947.

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2. The level of privileges and immunities granted in accordance with the present Agreement shall be understood to be subject to such adjustment as may be required to take fully into account any general understanding concerning additional privileges and immunities to be reached between the appropriate Italian authorities and the Specialized Agencies of the United Nations having offices or projects in Italy. Any such adjustment shall be agreed to in a supplemental agreement to the present Agreement.

3. (a) ICS, its property and assets, wherever located, shall enjoy immunity from every form of legal process, except in so far as in any particular case the Director-General of UNIDO has expressly waived the immunity.

(b) The premises of ICS, referred to in Article I, and described in the Annexes ... and ... of this Agreement, are inviolable. No officer or official of Italy, or other person exercising any public authority within Italy shall enter ICS to perform any duties therein except with the consent of, and under conditions approved by, the Managing Director of ICS, or his duly authorized representative, in accordance with a procedure established by the Managing Director and the Government. The Managing Director of ICS shall prevent the seat of ICS from being used as a refuge for persons who are avoiding arrest under any law of the Italian Republic, are required by the Government for extradition to another country or are endeavoring to avoid service of legal process.

4. The Government recognizes the right of ICS to convene meetings at its seat or, with the concurrence of the appropriate Italian authorities, elsewhere in Italy.

5. (a) ICS shall be exempt from customs duties and other levies, prohibitions and restrictions on goods and materials of whatsoever nature imported or exported by ICS for its official purposes. Goods and materials imported under such exemption shall not be sold in Italy except under conditions agreed with the Government.

(b) ICS shall be exempt from customs duties and all other levies, prohibitions and restrictions on the importation of an adequate number, as agreed with the Government, of service automobiles required for its official purpose. ICS may dispose freely of such automobiles three years after their importation. In such case, no prohibition or restriction shall be placed upon their sale, and no customs duties or other levies shall be payable. The Government shall grant allotments of gasoline or other required fuel and lubricating oils for each such vehicle in the quantities and at the rates prevailing for diplomatic missions in Italy. The Government shall issue for each vehicle a diplomatic or other suitable licence plate by which it can be identified as an official vehicle.

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6. (a) The ICS, its property, assets, income and transactions shall be exempt from all direct taxation and duties levied by the State, Regions, Provinces and Municipalities.
- (b) In respect of purchases, services and transactions effected in pursuance of its official objectives, ICS shall, for the purposes of registration and mortgage and land duties (imposte di registro ipotecarie e catastali), enjoy the same exemptions and concessions as those granted to Italian state administrations, including stamp duty (imposta di bollo) on deeds, contracts and formalities necessary to the attainment of its objectives. However, these exemptions shall not apply to charges for public general services rendered to ICS, it being understood that such charges shall be at the rates duly established by the appropriate Italian authorities and that these charges shall be specifically identified and itemized.
- (c) With respect to turnover taxes, in particular the value added tax, ICS shall enjoy exemption on important purchases and transactions on conditions not less favourable than those granted by Italy to other international organizations. This privilege shall be implemented in conformity with the applicable national legislation.
7. (a) All staff, whether administrative, technical, scientific staff or support staff, who are employed by UNIDO for the purpose of ICS, and

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who are not locally recruited staff remunerated by hourly wages, shall be considered officials of UNIDO in the sense of the Convention of the Privileges and Immunities of the Specialized Agencies.

- (b) Persons who perform ad hoc assignments for ICS of a technical or scientific nature, and who are not members of the staff of ICS, shall be considered experts on mission for UNIDO in the sense of the Annex in respect of UNIDO to the Convention on the Privileges and Immunities of the Specialized Agencies.
- (c) Without prejudice to the Convention on the Privileges and Immunities of the Specialized Agencies and except as provided in paragraph (f) below, all officials of UNIDO as well as experts on mission for UNIDO, with duty station at ICS shall
- (i) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. This immunity from legal process shall continue to be accorded also after the persons concerned are no longer officials or experts.
- (ii) be exempt from taxation on the salaries and emoluments paid to them by ICS, and from having such exempt income taken into account for the purpose of assessing the amount of taxation on other income.

(iii) be immune from national service obligations.

(iv) be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration. On request from ICS, the spouses of and the immediate relatives dependent on the officials and experts, who are resident in Italy, shall be permitted to take up employment in Italy.

(v) be accorded the same privileges in respect of exchange facilities as are accorded to the officials of comparable ranks forming part of the diplomatic missions to the Government.

(vi) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys.

(vii) have the right to import free of duty their furniture and effects, including

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- (d) In addition to the privileges and immunities granted under paragraph (c) above, the Managing Director of ICS shall be accorded in respect of himself, his spouse and minor children, the privileges and immunities, exemptions and facilities accorded by the Government to members of comparable rank of the diplomatic corps in Italy.
- (e) Experts on mission for UNIDO, who do not have duty station at ICS, shall enjoy the privileges and immunities provided by the Annex in respect of UNIDO to the Convention on the Privileges and Immunities of the Specialized Agencies. Consultants employed by UNIDO, shall, for the purpose of the present Agreement, be considered experts on mission for UNIDO.
- (f) Nationals and permanent residents of Italy shall not enjoy the privileges in paragraph (c), sub-paragraphs (iv), (v), (vi) and (vii) above.
- (g) Fellows shall enjoy exemption from any form of direct taxation on their fellowship grant, provided it is paid to them by UNIDO or from any other non-Italian source.

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8. The Government shall facilitate entry into, residence in and departure from Italy of all persons referred to in paragraph 7 above, of all persons having official business with ICS, and, when necessary, their families and members of their households. The appropriate Italian authorities shall provide all persons in these categories with any necessary visa without charge and as promptly as possible and also accord them any necessary assistance in transit.
9. The object of privileges and immunities accorded by this Agreement to the officials of UNIDO and experts on mission for UNIDO for the purpose of ICS is solely to ensure the unimpeded functioning of ICS and the independence of the persons to whom they are accorded.
10. The Director-General of UNIDO has the right and the duty to waive the immunity in any particular case of the Managing Director of ICS or of an official or expert on mission, referred to in this Article, when he considers the immunity would impede the course of justice and when it is possible to waive the immunity without prejudicing the interests of ICS or UNIDO.
11. ICS and UNIDO shall co-operate at all times with the appropriate authorities in order to prevent any abuse of the privileges, immunities and facilities provided by this Agreement.

ARTICLE IV

HEALTH AND SOCIAL SECURITY SCHEME

1. Staff members of the ICS shall have a compulsory health and social security insurance by Funds or public or

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private Insurance Institutions of the Italian State or of any other State, whose regulations must be made known to the Italian authorities, or participate in the United Nations Joint Staff Pension Fund. Compulsory health insurance shall include dependents identified in accordance with the relevant regulations.

2. The Parties agree that the ICS and its officials shall be exempt from all compulsory contributions to the social security organizations of the Republic of Italy deriving from the employment relationship between said officials and the ICS. However, staff members who are Italian citizens must pay the health insurance contributions on incomes included in the yearly income tax return (IRPEF) other than revenues paid by the ICS or on its behalf.

3. Health assistance services directly provided by the National Health Service shall be totally reimbursed by the Insurance Company selected by the ICS or by the person concerned to the Institution which had provided the service, or by the United Nations Joint Staff Pension Fund.

ARTICLE V

RESPONSIBILITY AND INSURANCE

1. The Republic of Italy shall not be responsible for acts of omissions of the ICS or its officials acting or failing to act within the limits of their official functions.

2. The ICS shall conclude an insurance contract to cover its liability for damages arising from the use of the seat and suffered by juridical or natural persons who are not

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officials of the ICS. Any claim concerning the ICS's liability for such damages may be brought directly against the insurer before Italian courts, and the insurance contract shall so provide.

3. In the event of disputes arising out of contracts or other disputes of private character to which ICS is a Party, Article IX, Section 31 of the Convention on the Privileges and Immunities of the Specialized Agencies shall be applicable.

4. ICS vehicles shall carry third party insurance.

ARTICLE VI

Settlement of Disputes

1. Subject to the provision in paragraph 2 of this Article, any dispute arising out of the interpretation or application of this Agreement, that is not settled by negotiation or as may otherwise be agreed, may at the request of either Party be submitted to an arbitral tribunal for decision. The Director-General of UNIDO and the Government shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the chairman of the tribunal. If within thirty days of the request for arbitration, either Party has not designated an arbitrator, either Party may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if within thirty days of the designation or appointment of the second arbitrator the third arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and decisions shall be made by majority vote. The arbitral procedure shall be established

- (b) Admit the new Members to the Centre;
 - (c) Approve the work programme and the budget after having taken into account the recommendations of the Council of Scientific Advisers, adopt the financial regulations of the Centre and decide on any other financial matter, particularly the mobilization of resources for the effective operation of the Centre;
 - (d) Grant, as a matter of the highest priority, on a case-by-case basis the status of an Affiliated Centre (national, sub-regional, regional and international) to research centres of Member States that fulfil accepted criteria of scientific excellence, and of an Affiliated Network to national, regional and international laboratories;
 - (e) Establish, in accordance with Article 14, rules which regulate patents, licensing, copyrights and other rights to intellectual property, including the transfer of results emanating from the research work of the Centre;
 - (f) Upon recommendation of the Council, take any other appropriate action to enable the Centre to further its objectives and carry out its functions.
3. The Board shall hold a regular session once a year, unless it decides otherwise. Regular sessions shall be held at the seat of the Centre unless otherwise determined by the Board.
 4. The Board shall adopt its own rules of procedure.
 5. A majority of the Members of the Board shall constitute a quorum.
 6. Each Member of the Board shall have one vote. Decisions shall be made preferably by consensus, otherwise by a majority of the Members present and voting, except that decisions on the appointment of the Director, programmes of work and the budget shall be made by a two-thirds majority of the Members present and voting.
 7. Representatives of the United Nations, the specialized agencies and the International Atomic Energy Agency, as well as of intergovernmental organizations and non-governmental organizations may, upon invitation of

NET/INS/UNIDO



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

TRANSMISSION VIA FACSIMILE

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TO: Ms. Elisabeth Mann Borgese

FAX: 001-902-868-2455

COPY

Dear Ms. Borgese,

Mr. Bromley is on mission and he asked me to send you the attached papers on Institutional Agreement of ICS, and the Statutes of the ICGEB.

Yours sincerely,

Karolin Gragosian

Ms. Borgese

Please find attached the remaining part of the fax.

Regards. Karolin

21 pages incl. this one.

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officials of the ICS. Any claim concerning the ICS's liability for such damages may be brought directly against the insurer before Italian courts, and the insurance contract shall so provide.

3. In the event of disputes arising out of contracts or other disputes of private character to which ICS is a Party, Article IX, Section 31 of the Convention on the Privileges and Immunities of the Specialized Agencies shall be applicable.

4. ICS vehicles shall carry third party insurance.

ARTICLE VI

Settlement of Disputes

1. Subject to the provision in paragraph 2 of this Article, any dispute arising out of the interpretation or application of this Agreement, that is not settled by negotiation or as may otherwise be agreed, may at the request of either Party be submitted to an arbitral tribunal for decision. The Director-General of UNIDO and the Government shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the chairman of the tribunal. If within thirty days of the request for arbitration, either Party has not designated an arbitrator, either Party may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if within thirty days of the designation or appointment of the second arbitrator the third arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and decisions shall be made by majority vote. The arbitral procedure shall be established

- 14 -

by the tribunal, whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties to the dispute. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice under Article 32(4) of its Statute.

2. In any difference arising between the Parties out of the interpretation or application of the Convention on the Privileges and Immunities of the Specialized Agencies, a request shall be made to the International Court of Justice for an advisory opinion on any legal question involved, in accordance with Section 32 of the Convention.

ARTICLE VII

Supplemental Agreements

The Parties may enter into such supplemental agreements or arrangements as may be necessary and appropriate.

ARTICLE VIII

Entry into force, Duration and Modifications

1. This Agreement and the Annex thereto shall enter into force upon signature by both Parties and as soon as the Parties have informed each other by a written notification that all the necessary internal measures to this effect have been completed.

2. Consultations with regard to modifications of this Agreement shall be entered into at the request of UNIDO or the Government.

3. The present Agreement shall be concluded for an indefinite period on the understanding, however, that each Party shall have the right to terminate it upon giving twenty-four (24) months' notice in writing to the other Party. Upon termination of the present Agreement, the Agreement referred to in paragraph 1 above shall be suspended.

4. This Agreement shall cease to be in force:

- (a) by mutual consent of UNIDO and the Government, and
- (b) if ICS is transferred from the territory of Italy.

Done at, this day of 19...
in duplicate in English.

For the United Nations
Industrial Development
Organization:

For the Government
of Italy:

Excerpt from document ID/WG.397/8

dated 10 October 1983

Ministerial-Level Plenipotentiary Meeting on
the Establishment of the International Centre
for Genetic Engineering and Biotechnology

Madrid, Spain, 7-13 September 1983

S T A T U T E S

of the

INTERNATIONAL CENTRE FOR
GENETIC ENGINEERING AND BIOTECHNOLOGY

STATUTES
of the
INTERNATIONAL CENTRE FOR GENETIC ENGINEERING AND BIOTECHNOLOGY

PREAMBLE

THE STATES, PARTIES TO THE PRESENT STATUTES

Recognizing the need for developing and applying peaceful uses of genetic engineering and biotechnology for the benefit of mankind,

Urging that the potential of genetic engineering and biotechnology should be utilized to contribute to solving the pressing problems of development, particularly in the developing countries,

Being aware of the need for international co-operation in this field, particularly in research, development and training,

Emphasizing the urgency of strengthening the scientific and technological capabilities of developing countries in this field,

Recognizing the important role that an International Centre would play in the application of genetic engineering and biotechnology for development,

Bearing in mind that the High-Level Meeting held on 13-17 December 1982 in Belgrade, Yugoslavia, recommended that an International Centre for Genetic Engineering and Biotechnology of high excellence be established soonest possible, and

Recognizing the initiative taken by the Secretariat of UNIDO for the promotion and the preparation of the establishment of such a Centre,

HAVE AGREED as follows:

Article 1

Establishment and Seat of the Centre

1. An International Centre for Genetic Engineering and Biotechnology (hereinafter referred to as "the Centre") is hereby established as an international organization comprising a centre and a network of affiliated national, sub-regional and regional centres.
2. The Centre shall have its seat at

Article 2

Objectives

The objectives of the Centre shall be:

- (a) To promote international co-operation in developing and applying peaceful uses of genetic engineering and biotechnology, in particular for developing countries;
- (b) To assist developing countries in strengthening their scientific and technological capabilities in the field of genetic engineering and biotechnology;
- (c) To stimulate and assist activities at regional and national levels in the field of genetic engineering and biotechnology;
- (d) To develop and promote application of genetic engineering and biotechnology for solving problems of development, particularly in developing countries;
- (e) To serve as a forum of exchange of information, experience and know-how among scientists and technologists of Member States;
- (f) To utilize the scientific and technological capabilities of developing and developed countries in the field of genetic engineering and biotechnology; and
- (g) To act as a focal point of a network of affiliated (national, sub-regional and regional) research and development centres.

Article 3

Functions

Towards the fulfilment of its objectives, the Centre shall generally take necessary and appropriate action, and in particular shall:

- (a) Carry out research and development including pilot-plant activities in the field of genetic engineering and biotechnology;
- (b) Train at the Centre and arrange the training elsewhere of scientific and technological personnel, particularly from developing countries;
- (c) Provide, upon request, advisory services to Members to develop their national technological capacity;
- (d) Promote interaction between the scientific and technological communities of the Member States through programmes to enable visits of scientists and technologists to the Centre, and through programmes of associateship and other activities;
- (e) Convene expert meetings to strengthen the activities of the Centre;
- (f) Promote networks of national and international institutions as appropriate to facilitate activities such as joint research programmes, training, testing and sharing of results, pilot-plant activities, information and material exchange;
- (g) Identify and promote without delay the initial network of highly qualified research centres to serve as Affiliated Centres, promote existing national, sub-regional, regional and international networks of laboratories, including those associated with the organizations mentioned in Article 15, active in or related to the field of genetic engineering and biotechnology to serve as Affiliated Networks, as well as promote the establishment of new highly qualified research centres;
- (h) Carry out a programme of bio-informatics to support in particular research and development and application for the benefit of developing countries;
- (i) Collect and disseminate information on fields of activities of concern to the Centre and the Affiliated Centres;
- (j) Maintain close contacts with industry.

Article 4
Membership

1. Members of the Centre shall be all States that have become parties to these Statutes in accordance with Article 20 thereof.
2. Founding Members of the Centre shall be all Members that have signed these Statutes before their entry into force in accordance with Article 21 thereof.

Article 5
Organs

1. The organs of the Centre shall be:
 - (a) The Board of Governors,
 - (b) The Council of Scientific Advisers,
 - (c) The Secretariat.
2. Other subsidiary organs may be established by the Board of Governors in accordance with Article 6.

Article 6
Board of Governors

1. The Board of Governors shall consist of a representative of each Member of the Centre, and serving in an ex officio capacity without the right to vote, the Executive Head of UNIDO or his representative. In nominating their representatives, Members shall pay due regard to their administrative capability and scientific background.
2. In addition to exercising other functions specified in these Statutes, the Board shall:
 - (a) Determine the general policies and principles governing the activities of the Centre;

- (b) Admit the new Members to the Centre;
 - (c) Approve the work programme and the budget after having taken into account the recommendations of the Council of Scientific Advisers, adopt the financial regulations of the Centre and decide on any other financial matter, particularly the mobilization of resources for the effective operation of the Centre;
 - (d) Grant, as a matter of the highest priority, on a case-by-case basis the status of an Affiliated Centre (national, sub-regional, regional and international) to research centres of Member States that fulfil accepted criteria of scientific excellence, and of an Affiliated Network to national, regional and international laboratories;
 - (e) Establish, in accordance with Article 14, rules which regulate patents, licensing, copyrights and other rights to intellectual property, including the transfer of results emanating from the research work of the Centre;
 - (f) Upon recommendation of the Council, take any other appropriate action to enable the Centre to further its objectives and carry out its functions.
3. The Board shall hold a regular session once a year, unless it decides otherwise. Regular sessions shall be held at the seat of the Centre unless otherwise determined by the Board.
 4. The Board shall adopt its own rules of procedure.
 5. A majority of the Members of the Board shall constitute a quorum.
 6. Each Member of the Board shall have one vote. Decisions shall be made preferably by consensus, otherwise by a majority of the Members present and voting, except that decisions on the appointment of the Director, programmes of work and the budget shall be made by a two-thirds majority of the Members present and voting.
 7. Representatives of the United Nations, the specialized agencies and the International Atomic Energy Agency, as well as of intergovernmental organizations and non-governmental organizations may, upon invitation of

the Board, participate as observers in its deliberations. For this purpose, the Board shall establish a list of organizations that have relationship with and have expressed interest in the work of the Centre.

8. The Board may establish subsidiary organs on a permanent or ad hoc basis, as may be necessary for the effective discharge of its functions, and shall receive reports from such organs.

Article 7

Council of Scientific Advisers

1. The Council shall consist of up to ten scientists and technologists in the substantive fields of the Centre. A scientist from the host State shall be a member of the Council. The members of the Council shall be elected by the Board. Due regard shall be paid to the importance of electing the members on a balanced geographical basis. The Director shall serve as Secretary of the Council.
2. Except for the initial election, the members of the Council shall hold office for a period of three years and be eligible for reappointment for another period of three years. The terms of the members shall be such that not more than one-third be elected at one time.
3. The Council shall elect a chairman from among its members.
4. In addition to exercising other functions specified in these Statutes or delegated to it by the Board, the Council shall:
 - (a) Examine the draft work programme and the budget of the Centre and make recommendations to the Board;
 - (b) Review the implementation of the approved work programme and make an appropriate report to the Board;
 - (c) Elaborate on the medium and long-term perspectives of the Centre's programmes and planning including specialized and new fields of research and make recommendations to the Board;

- (d) Assist the Director on all substantive, scientific and technical matters concerning the activities of the Centre, including the co-operation with Affiliated Centres and Networks;
 - (e) Approve safety regulations for the research work of the Centre;
 - (f) Advise the Director on the appointment of senior staff (Heads of Departments and above).
5. The Council may constitute ad hoc panels of scientists from Member States for the preparation of specialized scientific reports to facilitate its task of advising and recommending suitable measures to the Board.
6. (a) The Council shall hold a regular session once a year, unless it decides otherwise;
- (b) Sessions shall be held at the seat of the Centre, unless otherwise determined by the Council.
7. The Heads of Affiliated Centres and one representative for each Affiliated Network may participate in an observer capacity in the deliberations of the Council.
8. Senior scientific staff may attend the sessions of the Council, if so requested.

Article 8

Secretariat

1. The Secretariat shall comprise the Director and the staff.
2. The Director shall be appointed from among candidates of Member States by the Board after consultation with the Council and shall hold office for a period of five years. The Director may be reappointed for a further period of five years after which he shall not be eligible for reappointment. The Director should be a person of the highest possible standing and respect in the scientific and technological field of the Centre. Due regard shall also be given to the experience of the candidate in the management of a scientific centre and a multidisciplinary team of scientists.

3. The staff shall comprise a Deputy Director, Heads of Departments and other professional, technical, administrative and clerical personnel including manual workers as the Centre may require.
4. The Director shall be the chief scientific/administrative officer and the legal representative of the Centre. He shall act in that capacity at all meetings of the Board and its subsidiary organs. Subject to directives and control of the Board or the Council, the Director shall have the overall responsibility and authority to direct the work of the Centre. He shall perform such other functions as are entrusted to the Director by these organs. The Director shall be responsible for the appointment, organization and functioning of the staff. The Director shall establish a consultation mechanism with senior scientists of the Centre concerning the evaluation of scientific results and current planning of scientific work.
5. In the performance of their duties the Director and the staff shall not seek or receive instructions from any government or from any authority external to the Centre. They shall refrain from any action that might reflect on their position as international officials responsible only to the Centre. Each Member undertakes to respect the exclusively international character of the responsibilities of the Director and the staff and not to seek to influence them in the discharge of their responsibilities.
6. The staff shall be appointed by the Director under regulations approved by the Board. The conditions of service of staff shall conform as far as possible to those of the United Nations common system. The paramount consideration in the employment of the scientific and technical staff and in determining the conditions of service shall be the necessity of securing the highest standards of efficiency, competence and integrity.

Article 9

Affiliated Centres and Networks

1. In pursuance of paragraph 1 of Article 1, sub-paragraph (g) of Article 2 and sub-paragraph (g) of Article 3, the Centre shall develop and promote a system of Affiliated Centres and Affiliated Networks to fulfil the objectives of the Centre.

2. Based on the recommendation of the Council, the Board shall establish the criteria for granting the status of an Affiliated Centre to research centres and decide upon the extent of formal relationship of Affiliated Centres to the organs of the Centre.
3. Based on the recommendation of the Council, the Board shall establish criteria for granting the status of Affiliated Networks to such national, regional and international groups of laboratories of Member States which have special potential for strengthening the activities of the Centre.
4. Upon approval of the Board the Centre shall conclude agreements for establishing relationship with the Affiliated Centres and Networks. These agreements may include, but not be limited to, scientific and financial aspects.
5. The Centre may contribute to the financing of Affiliated Centres and Networks according to a formula approved by the Board in agreement with interested Member States.

Article 10
Financial Matters

1. The financing of the Centre shall in general consist of:
 - (a) Initial contributions for launching the Centre;
 - (b) Annual contributions by the Members preferably in convertible currency;
 - (c) General and special voluntary contributions, including gifts, bequests, subventions and funds in trust from Members, non-member states, the United Nations, its specialized agencies, the International Atomic Energy Agency, the United Nations Development Programme, intergovernmental and non-governmental organizations, foundations, institutions and private persons subject to the approval of the Board;
 - (d) Any other sources, subject to the approval of the Board.

2. For financial considerations, least developed countries, as defined by the appropriate resolutions of the United Nations may become Members of the Centre on the basis of more favourable criteria to be established by the Board.
3. The Host State shall make an initial contribution by making available to the Centre the necessary infrastructure (land, buildings, furniture, equipment, etc.) as well as through a contribution to the operating costs of the Centre in the initial years of its operation.
4. The Director shall prepare and submit to the Board through the Council a draft programme of work for the following fiscal period together with the corresponding financial estimates.
5. The fiscal period of the Centre shall be the calendar year.

Article 11

Assessment and Auditing

1. During the first five years the regular budget of the Centre shall be based on the amounts pledged annually by each Member for those five years. After the first five-year period consideration may be given to the possibility of the Board assessing annual contributions each year for the following year on the basis of a formula recommended by the Preparatory Committee which shall take into account the contribution of each Member to the regular budget of the United Nations, based on its most recent scale of assessment.
2. States which become Members of the Centre after 31 December may consider the possibility of a special contribution towards capital expenditure and current operational costs for the year in which they become Members.
3. Contributions made in accordance with the provisions of paragraph 2 of this Article shall be applied in reducing the contributions of other Members unless otherwise decided by the Board by the majority of all Members.
4. The Board shall appoint auditors to examine the accounts of the Centre. The auditors shall submit a report on the annual accounts to the Board through the Council.

5. The Director shall furnish the auditors with such information and assistance as they may require to carry out their duties.
6. States which have to seek approval of these Statutes by their legislative authorities for participating in the Centre and have therefore signed the Statutes ad referendum shall not be obliged to pay a special contribution as foreseen in paragraph 2 of this Article in order to effect their participation.

Article 12

Headquarters Agreement

The Centre shall conclude a headquarters agreement with the Host Government. The provisions of such agreement shall be subject to the approval of the Board.

Article 13

Legal Status, Privileges and Immunities

1. The Centre shall have juridical personality. It shall be fully empowered to discharge its functions and achieve its objectives, including the following:
 - (a) To conclude agreements with States or international organizations;
 - (b) To award contracts;
 - (c) To acquire and dispose of movable and immovable property;
 - (d) To initiate legal proceedings.
2. The Centre, its property and assets wherever located shall enjoy immunity from every form of legal process except in so far as in any particular case it has expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.
3. All premises of the Centre shall be inviolable. The property and assets of the Centre wherever located shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative actions.

4. The Centre, its property, assets, income and transactions shall be exempt from all taxation including customs duties, prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Centre for its official use. The Centre shall also be exempt from any obligation relating to the payment, withholding or collection of any tax or duty.
5. Representatives of the Members shall enjoy such privileges and immunities as are provided for by Article IV of the Convention on Privileges and Immunities of the United Nations.
6. Officials of the Centre shall enjoy such privileges and immunities as are provided for by Article V of the Convention on Privileges and Immunities of the United Nations.
7. Experts of the Centre shall enjoy the same privileges and immunities as are provided for officials of the Centre in paragraph 6 hereinbefore.
8. All persons undergoing training or taking part in a scheme for the exchange of personnel at the headquarters of the Centre or organized elsewhere within the territory of the Members in pursuance of the provisions of these Statutes shall have the right of entry into sojourn, or exit as is necessary for the purpose of their training or the exchange of personnel. They shall be granted facilities for speedy travel and visas where required shall also be granted promptly and free of charge.
9. The Centre shall co-operate at all times with the appropriate authorities of the Host State and other Members to facilitate the proper administration of justice, secure the observance of national laws and prevent the occurrence of any abuse in connection with privileges, immunities and facilities mentioned in this Article.

Article 14

Publications and Rights to Intellectual Property

1. The Centre shall publish all results of its research activities provided such publication does not contravene its general policy regarding rights to intellectual property approved by the Board.
2. All rights, including title, copyright and patent rights, relating to any work produced or developed by the Centre shall be vested in the Centre.

It shall be the policy of the Centre to share patents or inventions in
relation to results of genetic engineering and biotechnology developed
through projects of the Centre.

Access to intellectual property rights concerning the results mentioned
above and related work of the Centre shall be granted to scientists and to
developing countries and not the Members of the Centre or associated
with scientific international organizations. In distributing rights
regarding access to intellectual property the Board shall take into account
and shall be guided by any norms or spirit of Members.

- 5. The Centre shall use its patents and other rights, and any financial or
other resources considered necessary, as resources for scientific purposes,
the development, production and wide application of biotechnology,
particularly in the interests of developing countries.

Article 12
Relations with other Organizations

In carrying out its functions and in pursuance of its objectives, the Centre may
with the approval of the Board seek an appropriate cooperation with other
States and bodies in those countries, the United Nations and its subsidiary
organs, the specialized agencies of the United Nations and the International
Atomic Energy Agency, governmental and non-governmental organizations,
national scientific academies and institutes.

Article 13
Amendments

- 1. Any Member may propose amendments to the Statutes. Copies of proposed
amendments shall be promptly communicated by the Director to all Members
and shall not be considered by the Board until ninety days after the
closure of each session.
- 2. Amendments shall be approved by a two-thirds majority of all Members and
shall enter into force five months after the date of their adoption
if approved.

Article 17

Withdrawal

Any Member may withdraw at any time after five years of membership upon giving one year's written notice to the Depositary.

Article 18

Liquidation

In case of termination of the Centre the State in which the Centre's headquarters are located, shall be responsible for the liquidation, unless otherwise agreed upon by the Members at the time of termination. Except as otherwise decided by the Members, any surplus shall be distributed among those States which are Members of the Centre at the time of the termination in proportion to all payments made by them from the date of their becoming Members of the Centre. In the event of a deficit, this shall be met by the existing Members in the same proportions as their contributions.

Article 19

Settlement of Disputes

Any dispute involving two or more Members concerning the interpretation or application of these Statutes, which is not settled through negotiations between the parties concerned or, if needed, through the good offices of the Board, shall be submitted, at the request of the disputing parties to any of the means to a peaceful solution provided in the Charter of the United Nations within three months from the date on which the Board states that the dispute cannot be settled through the good offices of the Board.

Article 20

Signature, Ratification, Acceptance and Accession

1. These Statutes shall be open for signature by all States at the Meeting of Plenipotentiaries held in Madrid on 12-13 September 1983, and thereafter at United Nations Headquarters in New York until the date of their entry into force in accordance with Article 21.

2. These Statutes shall be subject to ratification or acceptance by signatory States. The appropriate instruments shall be deposited with the Depository.
3. After the entry into force of these Statutes in accordance with Article 21, States that have not signed the Statutes may accede to them by depositing instruments of accession with the Depository after their request for membership has been approved by the Board.
4. States which have to seek approval of these Statutes by their legislative authorities may sign on an ad referendum basis until the appropriate approval has been obtained.

Article 21

Entry into Force

1. These Statutes shall enter into force when at least 24 States, including the Host State of the Centre, have deposited instruments of ratification or acceptance and, after having ascertained among themselves that sufficient financial resources are ensured, notify the Depository that these Statutes shall enter into force.
2. For each State acceding to these Statutes, these Statutes shall enter into force on the 30th day after deposit by such State of its instrument of accession.
3. Until the entering into force of the Statutes in accordance with paragraph 1 hereinbefore, they shall be applied provisionally upon signature within the limits allowed by national legislation.

Article 22

Depository

The Secretary-General of the United Nations shall be the Depository of these Statutes and shall send the notifications he issues in that capacity to the Director as well as to the Members.


Article 23

Authentic Texts

These Statutes shall be authentic in Arabic, Chinese, English, French, Russian and Spanish.

IN WITNESS WHEREOF the undersigned Plenipotentiaries being duly authorized by their respective Governments thereto, have signed the present Statutes:

Done at Madrid this thirteenth day of September one thousand nine hundred and eighty three, in a single original.

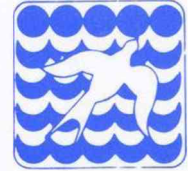




Dalhousie University

FAXED

International Ocean
Institute



FACSIMILE TRANSMISSION

To: Ms Karolin Gragosian
Fax: 43 1 2113 16 809

From: Elisabeth Mann Borgese
Fax: 902 868 2455

Date: September 16, 1996

Subject: Your transmission of 13 September

Dear Ms Gragosian,

Thank you very much for the documents which are extremely useful to me. However, the pages after p. 22 (as numbered by your computer) did not come through. Could you be so very kind as to send them through again?

Please give my warmest regards to Mr. Bromley when he returns from his mission. It would be useful if he could get in touch with me, so we could discuss the possibility of a meeting in Vienna.

With all good wishes and thanks again,

Yours sincerely,

Elisabeth Mann Borgese

NET \MS \UNIVERSITY



Dalhousie University

International Ocean
Institute

FAXED



FACSIMILE TRANSMISSION

To: Igbal Haji
 Fax: 212 963 3062

From: Elisabeth Mann Borgese
 Fax: 1 902 868 2455

Date: January 21, 1998

Subject: Gamani Corda

Dear Mr. Haiji,

of course I am most happy to support the recommendation for Gamani's Prize!

Among the papers you faxed me, there was the draft letter to the Secretariat of the King Baudouin Foundation, which I have duly processed; and there was a paper, "Gamani Corea - 5 Decades of continuing engagement for the cause of development," but the curriculum vitae and the selection of letters to Gamani Corea was missing.

Please fax them right away. I am holding my letter until I get these enclosures.

With all good wishes,

Yours cordially,

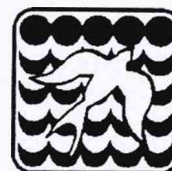
Elisabeth Mann Borgese

Net/Ins/ux/IN IDO
mailed 17.04.98



Dalhousie University

International Ocean
Institute



FACSIMILE TRANSMISSION

To: Professor Ben Sari
Fax: 394 - 022 - 4575

From: Elisabeth Mann Borgese
Fax: 1 902 868 2455

Date: April 4, 1998

Subject: Resignation

Dear Colleague Ben Sari,

I thank you with all my heart for your kind and generous letter of March 18 which reached me only now because I was travelling all of March.

I am myself very sad and depressed about having given up with regard to the Commission. I am not a "quitter," I am a "fighter," and this Commission which, as you probably don't even know, was an initiative of the International Ocean Institute, meant a lot to me. I do think it has been grossly mismanaged, and I would say, it is a miracle that the draft report is now as good as it is, although it is not very good. The recommendations are extremely weak.

You write about your "battle" on the questions of security, denuclearization/demilitarization of the seas, common heritage of mankind, overfishing, etc...for the benefits for developing countries.... That you had to fight such "battles," speaks volumes. It should never have been necessary for us to fight such "battles;" there never should have been a "Northern" orientation of the work of the Commission! We never should have had a list of 35 paid "consultants" (who did not produce very much that was useful) *all from the "North!"*

The firing of the Secretary-General was only the straw. That broke the camel's back!

Unfortunately, his "resignation" has not been clarified at all. I know that the

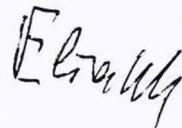
reason why he was *forced* to resign, was quite different.

Although it makes me very sad, I cannot return, but I do hope with all my heart that, in spite of all shortcomings and difficulties, the Report will be a great success.

I also fervently hope that there will be future occasions to work with you.

All the very best,

Yours cordially,

A handwritten signature in cursive script, appearing to read "E. Grady". The signature is written in dark ink and is positioned below the typed name "E. Grady".



INTERNATIONAL
OCEAN INSTITUTE
CANADA

DALHOUSIE
University



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COPY

January 28, 2000

Mr. Tony Bromley
UNIDO
P.O. Box 300
A-1400 Vienna

Dear Tony,

I have not heard from you any more, after our pleasant conversation of a couple of months ago!

So first of all I wish you a Merry Millennium!

I have done quite a bit of work in the meantime, along the lines we discussed -- and now I need your help!

Attached you will find a first draft -- still very rough -- of an introduction to the new study. You need not read everything if it bores you. The important thing is section VIII beginning on p. 12.

The second part of the study is an enormous comparative chart, of which I am attaching only the pages that deal with technology transfer.

And then there should be a third part (not yet written), dealing with the technologies in detail.

Now it seems to me, a long, long time ago I did a paper for you, on marine technologies. Of course that is quite outdated by now. But you must have lots of material on the technologies summarily indicated on pp 4, 4a, and 5a on the chart. Could you send me a lot of this material? As soon as possible? I need it really urgently!

I would also like to discuss UNIDO participation in the series of leadership seminars we are organizing to deal with this subject, among others. The first one of these will be in Malta, on the Mediterranean, It will probably be in September.

There is time for that; but I need to complete this study -- and can't do it without your help!

All the very best,

Yours as ever,

E. Graw