



International Atomic Energy Agency

**INFORMATION CIRCULAR**

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**THE TEXT OF THE AGREEMENT BETWEEN THE AGENCY AND THE  
GOVERNMENT OF ITALY CONCERNING THE SEAT OF THE  
INTERNATIONAL CENTRE FOR THEORETICAL PHYSICS**

1. The text [1] of the Agreement between the Agency and the Government of Italy Concerning the Seat of the International Centre for Theoretical Physics, which was signed on 5 December 1967, is reproduced in this document for the information of all Members of the Agency.
2. The entry into force of the Agreement pursuant Section 19 thereof will be communicated to Members in an addendum to this document.

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1) The footnotes to the text have been added in the present information circular.

**AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY  
AND THE GOVERNMENT OF THE REPUBLIC OF ITALY CONCERNING THE  
SEAT OF THE INTERNATIONAL CENTRE FOR THEORETICAL PHYSICS**

WHEREAS the Agreement concerning the establishment of the International Centre for Theoretical Physics at Trieste (hereinafter the "Centre"), concluded between the International Atomic Energy Agency (hereinafter the "Agency") and the Government of the Republic of Italy (hereinafter the "Government") on 11 October 1963 [2], will expire at the end of the academic year 1967—1968;

WHEREAS the Government has declared its readiness to continue to provide the Agency with premises, furnishings and materials for the Centre;

WHEREAS the Agency and the Government have declared their willingness to conclude a new agreement to regulate questions arising as a result thereof;

The Agency and the Government hereby agree as follows :

**ARTICLE I**

**The seat of the Centre**

Section 1. The seat of the Centre shall be at Miramare, near Trieste, in a building made available to the Agency for the purpose by the Government at a nominal rent of one United States dollar per year. A description of the land and the building is contained in Annex I.

Section 2. The Government shall place at the disposal of the Agency for the Centre, free of charge, the equipment, furnishings and materials described in Annex II.

Section 3. The Government shall retain title to all land, buildings, equipment and materials placed at the disposal of the Agency for the Centre.

Section 4. The Agency shall be responsible for the day-to-day maintenance of the buildings, equipment, furnishings and materials used for the Centre, and for the public services and utilities provided under Section 6 of this Agreement. The Government shall be responsible for insurance of the building, prevention and repair of structural damage and upkeep of the land surrounding the Centre and access roads to it. Such work shall be performed in a manner which does not impede the carrying out of the Centre's functions.

Section 5. Should the Centre terminate its operations in the territory of the Republic of Italy, the Agency shall restore, in good condition, the buildings, equipment, furnishings and materials used for the Centre, subject to the provisions of Section 4 of this Agreement.

**ARTICLE II**

**Public services**

Section 6. The appropriate Italian authorities shall exercise their respective powers to ensure that the Centre shall be supplied with the necessary public services, including, without limitation by reason of this enumeration, electricity, water, gas, sewerage, post, 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 the Centre as being of equal importance with those of Italian public bodies, and shall take steps accordingly to ensure that the work of the Centre is not prejudiced.

1) INFCIRC/51 and Corr.1 and Add.1.

Section 7. The Agency shall, upon request, make the necessary arrangements to enable duly authorized representatives of the appropriate public service bodies to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the Centre under conditions which shall not impede the carrying out of the Centre's functions.

Section 8. Where gas, electricity or water are supplied by the appropriate Italian authorities, or by bodies under their control, the Centre shall be supplied at tariffs which shall not exceed the rates accorded to scientific or university establishments in the Trieste area.

### ARTICLE III

#### Privileges and immunities

Section 9. In connection with the Centre the Government shall apply the Agreement on the Privileges and Immunities of the Agency to the extent that its provisions are applicable to this Agreement.

Section 10.

- (a) The Government recognizes the inviolability of the Centre.
- (b) Except as otherwise provided in this Agreement, the laws of the Italian Republic shall apply within the Centre.
- (c) Except as otherwise provided in this Agreement, the courts of the Italian Republic shall have jurisdiction, as provided by law, over acts done and transactions taking place in the Centre.
- (d) No officer or official of the Italian Republic, or other person exercising any public authority within the Italian Republic, shall enter the Centre to perform any duties therein except with the consent of, and under conditions approved by, the Director General of the Agency. The service of legal process, including the seizure of private property, may take place within the Centre only with the consent of, and under conditions approved by, the Director General of the Agency.
- (e) The Agency shall prevent the Centre from being used as refuge by persons who are avoiding arrest under any law of the Italian Republic, required by the Government for extradition to another country, or endeavouring to avoid service of legal process.

Section 11. The Government recognizes the right of the Agency to convene meetings at the Centre or, with the concurrence of the appropriate Italian authorities, elsewhere in the Italian Republic. At all meetings convened by the Agency, the Government shall take all appropriate steps to ensure that no impediment is placed in the way of full freedom of discussion.

Section 12. In accordance with Section 8 of the Agreement on the Privileges and Immunities of the Agency [3], the Agency shall be exempt from customs duties and other levies, prohibitions and restrictions on the importation of service automobiles, and spare parts thereof, required for its official purposes, on the understanding that the number of such vehicles shall at no time exceed two. The Agency may dispose freely of such automobiles four years after their importation. In such a case, no prohibitions or restrictions 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 members of diplomatic missions in the Italian Republic.

Section 13. Provided he comes within the category of officials referred to in Section 20 of the Agreement on the Privileges and Immunities of the Agency, the Director of the Centre shall be accorded privileges and immunities, exemptions and facilities not less than those accorded by the Government to members of the Diplomatic Corps.

Section 14. In addition to the privileges and immunities they enjoy under the Agreement on the Privileges and Immunities of the Agency, officials of the Agency shall enjoy the following privileges and immunities within and with respect to the Italian Republic:

3) INFCIRC/9/Rev.2.

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

Section 15. Fellows shall enjoy exemption from any form of direct taxation on their fellowship grant, provided it is paid to them by the Agency or from any other non-Italian source.

Section 16. The appropriate Italian authorities shall facilitate travel to and from the Centre by:

- (a) Officials of the Agency, their families and members of their households;
- (b) Scientific staff engaged for the Centre and their families;
- (c) Fellows of the Centre and their families; and
- (d) Any other person visiting the Centre on official business.

The appropriate Italian authorities shall provide all persons in these categories with any necessary visas without charge and as promptly as possible, and also afford them any necessary protection in transit.

## ARTICLE IV

### Liaison with the Government

Section 17. The Government shall designate an appropriate authority to co-operate with the Director of the Centre in respect of all matters relating to the Centre's administration and operation.

## ARTICLE V

### Settlement of disputes

Section 18. Any dispute arising out of the interpretation or application of this Agreement that is not settled by negotiation or as may otherwise be agreed shall on the request of either party be submitted to an arbitral tribunal for decision. The Agency and the Government shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman of the tribunal. If within thirty days of the request for arbitration either party has not designated an arbitrator, either party may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if within thirty days of the designation or appointment of the second arbitrator the third arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and decisions shall be made by majority vote. The arbitral procedure shall be established by the tribunal, whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the parties, shall be binding on all parties to the dispute. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice under Article 32(4) of its Statute.

## ARTICLE VI

### Entry into force, duration and modifications

Section 19. This Agreement shall enter into force as soon as the Government has informed the Agency that all the necessary formalities to this effect have been completed as far as it is concerned.

Section 20. Consultations with regard to modification of this Agreement shall be entered into at the request of the Agency or the Government.

Section 21. This Agreement shall cease to be in force:

- (a) By mutual consent of the Agency and the Government; and
- (b) If the Centre is transferred from the territory of the Republic of Italy.

DONE at Vienna, this fifth day of December 1967, in duplicate in the French language.

For the  
GOVERNMENT OF THE REPUBLIC OF ITALY

(signed) Roberto Ducci

For the  
INTERNATIONAL ATOMIC ENERGY AGENCY

(signed) John A. Hall

## ANNEX I

DESCRIPTION OF THE LAND AND BUILDING  
FOR THE SEAT OF THE CENTRE

The land covering a total area of 7673 square metres, is situated at Miramare, near Trieste. It comprises Plot No. N.P.T. 1785 on the Trieste municipal land register, forming part of the parish of Prosello.

The Centre will be seated in a building erected on this land, comprising a ground floor and two upper floors. The premises will consist of 68 offices, three conference rooms, including one for 300 persons, a library and accomodation for technical and general services, the whole covering an area of about 4350 square metres.

ANNEX II

DESCRIPTION OF EQUIPMENT, FURNISHINGS AND MATERIALS  
FOR USE IN THE CENTRE

Furnishings for all offices, the library, the conference rooms and the restaurant.

Simultaneous interpretation equipment for the large conference room.

Projection equipment for the conference rooms.

Printing shop equipment.

A telephone switchboard with an adequate number of lines.