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ANNEX II

Rev 2

**AGREEMENT FOR THE ESTABLISHMENT
OF
THE INTERNATIONAL PEACE INSTITUTE**

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AGREEMENT FOR THE ESTABLISHMENT
OF
THE INTERNATIONAL PEACE INSTITUTE

THE PARTIES SIGNATORY HERETO,

RECOGNIZING the importance of multilateral efforts at the global and regional levels to prevent and settle armed conflicts around the world;

NOTING that research and policy facilitation activities, publications and outreach are important components of such multilateral efforts;

WISHING to strengthen international peace and security institutions and enhance multilateral security capacity;

EMPHASIZING the close co-operation of the International Peace Institute (hereinafter referred to as “the Institute”) with the United Nations and its Member States as well as with States, other International Organizations, international and national research institutions and policy programs as well as other relevant actors at the global and regional levels on issues related to peace and security;

WISHING to promote their common goals by establishing the Institute on the basis of a multilateral Agreement open to other Member States of the United Nations (hereinafter referred to as “States”) and International Organizations and inviting them to become Party to this Agreement;

ACKNOWLEDGING the support of [...] in preparing the establishment of the Institute and their long-term commitment to support the Institute;

RESPONDING to the invitation of the Republic of Austria to seat such an Institute in Vienna;

HAVE AGREED as follows:

ARTICLE I

Establishment and Status

1. There is hereby established the Institute as an International Organization.
2. The Institute shall possess international legal personality.
3. The Institute shall *inter alia* have the capacity:
 - (a) to contract;
 - (b) to acquire and dispose of immovable and movable property;
 - (c) to institute and respond to legal proceedings;
 - (d) to take such other action as may be necessary or useful for the fulfillment of its purpose and activities.
4. The Institute shall operate in accordance with this Agreement.

ARTICLE II

Purpose and Activities

1. The purpose of the Institute shall be to promote the prevention and settlement of conflicts between and within states, to strengthen international peace and security institutions and to enhance multilateral security capacity. To achieve this purpose, the Institute shall, *inter alia*:
 - (a) undertake and facilitate policy research and dialogue, development and analysis on issues related to peace and security and global governance;
 - (b) convene conferences, seminars, workshops, discussions, expert-briefings, presentations and other meetings;

- (c) provide support to and cooperate with States, other International Organizations, international and national research institutions and policy programs as well as other relevant actors at the global and regional levels;
 - (d) generate policy recommendations and disseminate research findings within the United Nations community and other international organizations, as well as within academic, political, civil society circles and beyond to strengthen public awareness;
 - (e) publish cutting-edge research and analysis in the field of human and international security.
2. The activities of the Institute shall meet the highest academic and professional standards and shall address issues related to peace and security in a comprehensive way, taking due account of recent developments in the field.

ARTICLE III

Headquarters

1. The headquarters of the Institute shall be located in Vienna, Austria, under such terms and conditions as agreed between the Institute and the Republic of Austria.
2. The Institute will continue its operations in New York and may establish facilities in other locations as required to support its activities.

ARTICLE IV

Structure

The Institute shall have

- (a) an Assembly;
- (b) a Secretary-General;
- (c) an International Board of Advisors; and
- (d) academic and administrative staff.

ARTICLE V

Assembly

1. The Assembly shall determine the Institute's overall policies.
2. The Assembly shall consist of representatives of the Parties to this Agreement. Each Party to this Agreement shall appoint a representative to act as a member of the Assembly. Each member of the Assembly shall have one vote.
3. The Assembly shall
 - (a) appoint the Secretary-General as recommended by the Board and set his compensation;
 - (b) adopt recommendations relating to the Institute's policies and management;
 - (c) review and approve the plan of work as recommended by the Board and the biennial Budget of the Institute;
 - (d) review the progress of activities being carried out under the present Agreement;
 - (e) adopt the Assembly's rules of procedure.
4. The Assembly shall meet once every year. Extraordinary meetings shall take place at the request of the Secretary-General or of the Assembly.

ARTICLE VI

Board of Advisors

1. The Institute shall be governed by a Board of Advisors (hereinafter referred to as "the Board") consisting of thirteen members.
 - (a) Twelve members shall be elected by the Assembly by simple majority taking due account of their qualifications and experience in the fields of international affairs, academia and business. The members of the Board shall serve in their individual

capacity and not as representatives of governments or organizations for a term of three years and shall be eligible for re-election.

- (b) The Secretary-General of the Institute shall serve as an ex officio member of the Board. The Secretary-General shall have the right to vote on the Board except in matters pertaining to his appointment.
- (c) The Secretary-General of the United Nations shall be invited to hold the position of Honorary Chair of the Board.

2. The Board shall:

- (a) Decide on the research strategy, policies and guidelines for the activities of the Institute;
- (b) Recommend to the Assembly the appointment of the Secretary-General of the Institute for a renewable period of five years;
- (c) Elect its officers [in accordance with Art. VII];
- (d) Approve the work program of the Institute;
- (e) Evaluate the activities of the Institute on the basis of reports submitted by the Secretary-General and make recommendations concerning the operation of the Institute.

3. The Board shall meet at least once a year and shall take its decisions by simple majority unless otherwise provided by this Agreement. Each member shall have one vote. The Board shall adopt its rules of procedure and may establish committees as deemed necessary for the efficient functioning of the Institute.

4. Members of the Board may resign at any time by written notice to the Board. Such resignation shall be effective upon its receipt by the Board. The Assembly may remove any member, with or without cause, by the affirmative vote of a two-thirds majority. In case of any vacancy in the Board by reason of death, resignation or removal, such vacancy shall be filled by

election at any meeting of the Board and shall be subsequently approved at the next meeting of the Assembly.

ARTICLE VII

Officers of the Board

1. The Board shall elect a Chairperson and a Secretary, as well as such other officers it deems necessary. The Chairperson shall be elected from among the members of the Board. Other officers need not be members of the Board but shall participate in Board meetings without the right to vote.
2. The Chairperson shall preside at all meetings of the Board. Only members of the Board as elected by the Assembly are eligible to become Chairperson.
3. The Secretary shall notify members of Board meetings, shall keep minutes of such meetings and other duties as assigned by the Chairperson or the Board. The Secretary need not be a member of the Board but may participate in meetings of the Board without the right to vote
4. The Board shall elect any other officers it deems necessary.
5. Compensation of the officers of the Board shall be approved by the Assembly.

ARTICLE VIII

Secretary-General

1. The Secretary-General shall provide leadership and is responsible for the Institute's substantive and administrative operations and activities. The Secretary-General shall report to and be accountable to the Assembly.
2. The Secretary-General shall, *inter alia*:
 - (a) Represent the Institute externally;

- (b) Supervise the operations of the Institute and maintain oversight of all its activities;
- (c) Ensure the implementation of strategy, policies and guidelines established by the Assembly;
- (d) Ensure the proper administration of the Institute, including human resources and financial management;
- (e) Prepare the work program and budget of the Institute for approval by the Board and Assembly. The work program shall include research and outreach priorities, planned activities, events and publications of the Institute;
- (f) Implement the work program and budget approved by the Assembly;
- (g) Submit to the Assembly and Board annual and ad hoc reports on the activities of the Institute including an annual audited statement of the Institute's accounts;
- (h) Provide liaison between the Assembly and Board and the administrative and academic staff of the Institute;
- (i) Coordinate the work of the Institute with the work of States, other International Organizations, international and national research institutions and policy programs as well as other relevant actors at the global and regional levels;
- (j) Enter into contracts and arrangements on behalf of the Institute and negotiate international agreements for approval by the Assembly;
- (k) Actively seek appropriate funding for the Institute and accept voluntary contributions in accordance with the relevant strategies and guidelines as well as the financial regulations;
- (l) Undertake other assignments or activities as may be determined by the Board and Assembly.

ARTICLE IX

Academic and Administrative Staff

1. The Institute shall strive to recruit and retain academic and administrative staff with the highest possible qualifications.
2. In order to maximize efficiency and cost-effectiveness the Institute shall encourage States, International Organizations, universities and other relevant institutions to consider supporting the staffing of the Institute, including by concluding agreements with the Institute for secondment of staff.

ARTICLE X

Financing of the Institute

1. The resources of the Institute shall include the following:
 - (a) assessed and voluntary contributions by each Party;
 - (b) contributions and donations from other appropriate sources, including from private foundations and individuals, corporate sponsors as well as States and other International Organizations;
 - (c) seminar tuitions, workshop fees, publication and other service revenue;
 - (d) interest accruing from such contributions and other income.
2. The fiscal year of the Institute shall be from 1 January to 31 December.
3. The accounts of the Institute shall be subject to an annual independent external audit which shall meet the highest standards of transparency, accountability and legitimacy.

ARTICLE XI

Cooperative Relationships

The Institute may establish cooperative relationships with public or private entities which can contribute to the Institute's work.

ARTICLE XII

Privileges and Immunities

1. The Institute, the members of the Board, the members of the International Advisory Council, the Secretary-General, staff and experts shall enjoy such privileges and immunities as agreed between the Institute and the Republic of Austria.
2. The Institute may conclude agreements with other States in order to secure appropriate privileges and immunities.

ARTICLE XIII

Liability

1. No Party to this Agreement shall be required to provide financial support to the Institute beyond such contributions as it has pledged.
2. The Parties to this Agreement shall not be responsible, individually or collectively, for any debts, liabilities, or other obligations of the Institute; a statement to this effect shall be included in each of the agreements concluded by the Institute under Article XIII.

ARTICLE XIV

Amendments

This Agreement may be amended only with the consent of all Parties to this Agreement. Notification of such consent shall be made in writing to the Depository. Any amendment shall come into force upon receipt by the Depository of the notification of all Parties to this Agreement, or at such other date as the Parties may agree.

ARTICLE XV

Transitional Provision

The rights and duties of the Institute's predecessor, the International Peace Institute (known as the International Peace Academy until 2008) established as a non-profit Corporation in the United States of America shall, where applicable, be transferred to the Institute upon the entry into force of this agreement.

ARTICLE XVI

Entry into Force and Depositary

1. This Agreement shall be open for signature by States and International Organizations until [...]. It shall be subject to ratification, acceptance or approval.
2. States and International Organizations which have not signed this Agreement may subsequently accede thereto at the invitation of the Board.
3. This Agreement shall enter into force sixty days after the date of deposit of the instruments of ratification, acceptance, approval or accession by three States or International Organizations.
4. For every State or International Organization which ratifies, accepts, approves or accedes to this Agreement after the date of its entry into force, this Agreement shall enter into force sixty days after the date of deposit of its instrument of ratification, acceptance, approval or accession.
5. The Federal Minister for European and International Affairs of the Republic of Austria shall be the Depositary of this Agreement.

ARTICLE XVII

Settlement of Disputes

Any dispute arising between the Institute and any Party to this Agreement or between any Parties under this Agreement shall be settled by negotiation or other agreed means of settlement.

ARTICLE XVIII

Withdrawal

1. Any of the Parties to this Agreement may withdraw from this Agreement by written notification to the Depositary. Such withdrawal shall become effective three months after receipt of such notification by the Depositary.
2. Withdrawal from this Agreement by a Party to this Agreement shall not limit, reduce or otherwise affect its pledged contribution for the fiscal year in which it withdraws.

ARTICLE XIX

Termination

1. The Parties to this Agreement, acting unanimously, may terminate this Agreement at any time and wind up the Institute by written notification to the Depositary. Any assets of the Institute remaining after payment of its legal obligations shall be disposed of in accordance with a unanimous decision of the Board.
2. The provisions of this Agreement shall survive its termination to the extent necessary to permit an orderly disposal of assets and settlement of accounts.

Done at ... on ... in the English language.