

**AGREEMENT BETWEEN THE INTERNATIONAL CENTER FOR RELATIVISTIC
ASTROPHYSICS NETWORK (ICRANET) AND THE GOVERNMENT OF THE
FEDERATIVE REPUBLIC OF BRAZIL ON THE ESTABLISHMENT OF A ICRANET
HEADQUARTERS IN BRAZIL**

The International Center for Relativistic Astrophysics Network (ICRANet),
and

The Government of the Federative Republic of Brazil (hereinafter referred to as
"Government")
(both hereinafter referred to as "Parties")

Desiring to strengthen cooperation between ICRANet and Brazil in the promotion,
in Brazil, of training, education and research in the field of Relativistic Astrophysics; and

Recognizing that a dedicated ICRANet headquarters in Brazil shall also bring
about ICRANet's commitment to enhance knowledge in the domain of Cosmology, Theoretical
Physics and Mathematical Physics among Brazilian research and development (R&D) institutions,

Hereby agree as follows:

Article I

The Parties establish the following definitions for the purposes of the interpretation
of this Agreement:

- a) "Government", means the Government of the Federative Republic of Brazil;
- b) "ICRANet" means the International Center for Relativistic Astrophysics
Network;
- c) "competent authorities", the authorities of the Federative Republic of Brazil, in
accordance with its laws;

- d) “headquarters”, the premises and annexes, whatever their owner, occupied by ICRANet;
- e) “property”, the real estate, furniture, vehicles, rights, assets in any currency, credits, income, other assets and everything that may constitute the patrimony of ICRANet;
- f) “files”, the correspondence, manuscripts, audio-visual material of any kind, as well as all other documents belonging to ICRANet or in its possession;
- g) “Head of Mission”, the head of the permanent regional headquarters of ICRANet in Brazil;
- h) “staff”, ICRANet’s headquarters officers or hired employees who are not Brazilian nationals or do not have permanent residence in the Federative Republic of Brazil;
- i) “dependents”, every family member who depends economically or is under the legal responsibility of the persons mentioned in subparagraphs g) and h) of this Article, and
- j) “local personnel”, the employees hired by ICRANet in the territory of Brazil for the performance of administrative duties or services.

Article II

1. ICRANet shall establish a headquarters in Brazil.
2. The ICRANet’s headquarters in Brazil shall be responsible for developing, coordinating and actively supporting the overall cooperation among ICRANet and the Government, the academic community, and the civil society to promote development of frontier sciences in the field of Relativistic Astrophysics. Cooperation shall include the development of country studies and research programmes with the participation of Brazilian scientific and technological institutions, the provision by ICRANet of high quality services and the mobilization of resources for the financing of projects.
3. The ICRANet headquarters in Brazil shall have a Head of Mission which, in the performance of his/her duties, shall:
 - a) Act as accredited representative of ICRANet in Brazil as well as ICRANet representative for important international or regional organizations located in the country;
 - b) Promote ICRANet's services in Brazil;
 - c) Develop a strategic framework of cooperation, an annual work programme, active partnerships between ICRANet and Brazil and fruitful relationships and communication with the Government, academic community, civil society, non-governmental organizations, all other multilateral and bilateral organizations;

- d) Lead and coordinate the overall programmes and projects development and mobilize related financial resources in Brazil;
- e) Support and monitor the implementation of ICRANet projects and programmes, and contribute to the management of all other ICRANet activities in Brazil;
- f) Manage the ICRANet's headquarters in Brazil and its resources, and ensure its sustainability;

Article III

This Agreement does not imply any financial obligation to the Brazilian Government regarding the costs deriving from the establishment and functioning of the ICRANet Headquarters in Brazil. Any financial commitment in this regard shall be subject to future Agreements between the Parties.

Article IV

ICRANet possesses legal personality and in order to achieve its purposes is entitled to:

- a) hire and contract;
- b) acquire goods and real estate, maintain financial resources and freely dispose of said resources;
- c) initiate legal or administrative procedures in its own interest;
- d) possess funds in foreign currency of any kind and keep their accounting in any denomination, in conformity to the Brazilian legislation, and
- e) transfer its funds in foreign currency within the country or abroad, in conformity to the Brazilian legislation.

Article V

The headquarters shall remain under the authority and responsibility of ICRANet. Nevertheless, Brazilian sanitary and other pertinent legal requirements, specially labor related ones, shall apply.

Article VI

The Government shall not be responsible for acts or nonfeasance by ICRANet or by any of the staff members.

Article VII

The headquarters and its files shall be inviolable. Competent local authorities may only enter the headquarters in the performance of their duties with the consent of the Head of Mission. In case of fire or any other accident involving a hazard to public safety, the consent of the Head of Mission shall be tacit. The Government shall take appropriate measures to protect the headquarters against any trespasser or harm.

Article VIII

The headquarters shall not be used for any end not compatible with the purposes and functions of ICRANet. ICRANet shall not allow the headquarters to serve as a haven for fugitives or convicted persons under Brazilian law, or for persons whose extradition may have been requested by another country, or who try to elude judicial proceedings.

Article IX

ICRANet and its properties shall enjoy immunity of jurisdiction and of execution in the territory of the Federative Republic of Brazil, except:

- a) in the case of express renunciation, through its Head of Mission;
- b) in the case of a labor or social security related suit initiated by an employee or a former employee of the Mission;
- c) in the case of a civil suit initiated by a third party for damages, injury or death resulting from accident caused by a vehicle or aircraft belonging to or used on behalf of ICRANet;
- d) in the case of a traffic violation involving a vehicle belonging to ICRANet or used on its behalf, and
- e) in the case of a countersuit directly related to a court suit initiated by ICRANet.

Article X

In hiring local employees, ICRANet shall be subject to the laws on labor relations and social security of the Federative Republic of Brazil.

Article XI

Properties belonging to ICRANet in the territory of the Federative Republic of Brazil for the purpose of installing and maintaining the headquarters of the Mission, regardless of their location or of whoever holds them, shall be exempt from:

- a) any form of requisition, confiscation or sequestration;

- b) expropriation, except in the case of public use defined by law and with prior compensation, and
- c) any form of restriction or administrative, judicial or legislative interference, except when temporarily necessary for the prevention or investigation of accidents.

Article XII

ICRANet must contract, in the Federative Republic of Brazil, insurance to cover civil liability for damages caused to third parties.

Article XIII

1. ICRANet, the Head of Mission and its staff shall be exempt from state and municipal taxes on the premises and its annexes, of which they are the owners, except when such taxes cover compensation for public services.

2. The above mentioned fiscal exemption shall not apply to taxes and other dues which, according to Brazilian law, fall under the responsibility of persons hired by ICRANet or by its Head of Mission.

3. Fiscal exemptions, privileges and immunities conferred to ICRANet by means of the present Agreement shall not be extended to Brazilian citizens or permanent residents in Brazil.

Article XIV

ICRANet shall be exempt of any kind of customs duties, taxes and other dues regarding the import and export of articles, publications or goods designed for the official use of ICRANet which shall be not traded in the Federative Republic of Brazil without the authorization of the Government.

Article XV

The Head of Mission and staff members, in addition to the provision of article XIII, paragraph 3 above, shall be exempt from the payment of federal taxes, except:

- a) indirect taxes, normally included in the price of goods and services;
- b) taxes and other dues on private real estate located in the Federative Republic of Brazil, unless owned by ICRANET and used as official premises.
- c) taxes and other dues on private income, including capital gains originating in the Federative Republic of Brazil, and taxes on income relating to investments in commercial or financial companies in the Federative Republic of Brazil;
- d) taxes and other dues relating to compensation for public services;

- e) taxes on successions or transmissions demandable by the Federative Republic of Brazil, and
- f) dues for registration, court costs, mortgage and stamp, except as provided for in Article XIV.

Article XVI

1. The staff members who are not Brazilian citizens or who do not have permanent residence in the Federative Republic of Brazil, and who need to remain in the country in the exercise of their duties for a period of not less than one (1) year and have been accredited by the Government pursuant to Article XXIX, may import, within six (6) months of their arrival, or export free of custom duties, taxes and other dues, their belongings and personal effects, which cannot be traded in the country without authorization from the Government.
2. The Head of Mission and the staff members shall not be exempt from dues relating to storage, transport and other charges for related port services.

Article XVII

Staff members, except Brazilian citizens and persons having permanent residence in Brazil, shall enjoy exemption for the import of articles of personal consumption according to the regulations in force in the Federative Republic of Brazil. Such exemption shall be granted pursuant to the rules established by the competent authorities.

Article XVIII

Staff members who are not Brazilian citizens or who do not have permanent residence in the country shall enjoy the same facilities and exemptions in monetary or foreign currency exchange matters granted to headquarters of similar functions in other international organizations who are on mission in the Federative Republic of Brazil.

Article XIX

1. The Head of Mission and staff members shall enjoy immunity of jurisdiction relating to acts, including in speech and writing, performed by themselves in the exercise of their official functions and within the limits of their duties, even after the conclusion of the period of their mission, except:
 - a) in the case of a civil suit initiated by third parties for damages originating in an accident caused by a vehicle or aircraft belonging to them or driven by them, or relating to a traffic violation involving such a vehicle and committed by them;
 - b) in the case of a suit relating to private real estate located in the Federative Republic of Brazil, unless such real estate is under the possession of ICRANet and serves to fulfill its purposes;

- c) in the case of a succession suit in which the Head of Mission or a staff member appears as a private individual and not on behalf of ICRANet as the executor, administrator, heir or legatee of a testament; and
- d) in the case of an action relative to any commercial or professional activity exercised before taking headquarters.

2. The Head of Mission and staff members cannot be the object of any executory measure, except in the cases mentioned in subparagraphs a), b), c) and d) of this Article, and except for Brazilian nationals and permanent residents in the country.

Article XX

1. Staff members shall enjoy the following privileges, exemptions and facilities:

- a) inviolability of official documents and papers related to the exercise of their functions;
- b) exemption from restrictions to immigration and from procedures of registration of foreigners;
- c) facilities for repatriation usually accorded to the personnel of international organizations in cases of international crisis;
- d) exemption from income tax or any other direct taxes on salaries or retributions paid by the organization, and
- e) exemption from any personal service and military service obligations or public service of any kind.

2. The privileges, exemptions and facilities agreed on subparagraphs b), c), d) and e) shall not be granted to Brazilians or permanent residents in the Federative Republic of Brazil.

3. The exercise of paid activity by dependants of the Head of Mission and staff members in Brazilian territory shall not be permitted, except in the case of Brazilian nationals or if authorized by a specific Agreement on the matter.

Article XXI

It is understood that the Head of Mission, the staff members and dependents enjoy the privileges, immunities and facilities set forth in the Vienna Convention on Diplomatic Relations; this does not apply to the situations covered by article XIII, paragraph 3 above.

Article XXII

ICRANet shall take adequate measures to resolve:

- a) litigations deriving from contracts or other private law questions of which it is a party, and

b) litigations to which the Head of Mission or a staff member who enjoys immunity by virtue of his (her) functions is a party.

Article XXIII

1. ICRANet shall cooperate with the competent authorities in order to facilitate the administration of justice and oversee the enforcement of the law.
2. No clause of this Agreement shall be interpreted as preventing the adoption of appropriate security measures in the interest of the Government.

Article XXIV

1. Privileges and immunities recognized in this Agreement are not granted to the Head of Mission or staff members for their own benefit, but in order to safeguard the independent exercise of their functions.
2. ICRANet has the right and the duty to renounce the immunity granted to it if it hinders the course of justice. In the case ICRANet does not renounce immunity, it must do its utmost to arrive at a fair solution of a litigation to which it is a party.

Article XXV

If the Government considers that an abuse of a privilege or immunity granted by virtue of this Agreement has occurred, it shall consult with ICRANet in order to determine whether such an abuse has taken place and, in that case, to prevent its recurrence.

Article XXVI

The number of staff members shall not exceed the limits suitable for the proper performance of the functions of the regional headquarters of ICRANet in the Federative Republic of Brazil.

Article XXVII

ICRANet shall have the right to use codes and to dispatch and receive its correspondence by mail as well as by sealed pouch, which shall enjoy the same immunity and privileges granted to the diplomatic and consular representations headquartered in the territory of the Federative Republic of Brazil, in accordance with the Vienna Convention on Diplomatic Relations.

Article XXVIII

ICRANet shall give written notice to the Government with the necessary advance of:

- a) the appointment of the Head of Mission and staff members, as well as the engagement of local personnel, pointing out those who are Brazilian citizens or permanent residents in the Federative Republic of Brazil. Additionally, it shall give notice of the cessation of the functions of the aforementioned persons in ICRANet; and
- b) the arrival and final departure of the Head of Mission and staff members, as well as that of the members of their respective families.

Article XXIX

The Government shall issue to the Head of Mission and staff members, once notice of their appointment has been received, a document of accreditation which shall specify the person's position and the nature of his (her) functions.

Article XXX

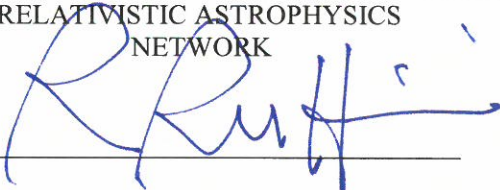
1. Each contracting Party shall notify the other of their compliance with the respective internal procedures for the entry into force of this Agreement, which shall take effect 30 (thirty) days after the date on which the second notification is received.
2. This Agreement shall be of indefinite duration. Any of its Parties may notify the other of its desire to denounce this Agreement. Termination shall be effective six (6) months after the date of the receipt of the notification to the other Party.

Article XXXI

The Parties may, by mutual consent, introduce modifications and amendments to this Agreement and shall be subject to the procedure set forth in paragraph 1 of Article XXX.

Done in Rosario, on the 12 day of September, 2013, in duplicate, in the Portuguese and English languages, the texts being equally authentic.

FOR THE INTERNATIONAL CENTER FOR
RELATIVISTIC ASTROPHYSICS
NETWORK



FOR THE GOVERNMENT OF THE
FEDERATIVE REPUBLIC OF
BRAZIL

