SERVICE REQUEST

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SF(16) "Advancing the Design of the South-East European International Institute for Sustainable Technologies (SEEIIST)"

Deliverable 4.8 – The framework for the constitution of the Institute

As of 13.08.2020
Deliverable 4.8

European Commission
Directorate-General for Research and Innovation
Directorate H: International Cooperation
Unit 05: Horizon Europe Association
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Request for Service for a Specific Contract on “Advancing the Design of the South-East European International Institute for Sustainable Technologies (SEEIIST)”

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From the very beginning of this contract, great efforts have continuously been made to establish a Legal framework for the SEEIIST Project. Regarding the legal aspect of SEEIIST, we have worked in parallel in two directions: creating an Association as a temporary solution for a legal entity on one side, and preparing the legal aspects to establish the Institute as a long-term legal entity on the other.

The SEEIIST ASSOCIATION

For the temporary legal status, the SEEIIST Steering Committee (SC) has agreed to establish the Association under Swiss Law. On 8 August 2019, SEEIIST acquired such a legal status by founding an Association called the ‘Association for the support of the South East European International Institute for Sustainable Technologies (SEEIIST)’. The creation of the Association was part of the Deliverable 4.1. However, bringing the Association into full operation including the employment of people required continuous work on many administrative aspects, specific knowledge and a strong commitment of time and efforts through the whole period of the Contract for the Design Phase1. This chapter provides a summary of all these steps.

The Association is a non-profit organization that pursues goals of public interest. The creation of the Association was marked by the signature of the Minutes of the Constitutive Assembly of the Association when the Statute was adopted. In order to receive the full address, the SEEIIST Association had to be registered in the ‘Geneva commercial register’. The registration was done on 20 November 2019, when the SEEIIST Association received the full address - Rue des Bottoirs 7, 1205 Geneva.

According to the Statute of the Association, the main bodies are the General Assembly and the Association Board, where the latter is responsible for the creation of an Executive Board (CEO).

Up to now, two meetings of the General Assembly have been held. The members of the General Assembly are Cosylab from Slovenia represented by Dr. Mark Plesko, the Clinical Centre of Montenegro represented by Prof. Dr. Jevto Erakovic, Verlab from Bosnia and Herzegovina represented by Lejla Gurbeta, the ‘St Cyril and Methodius’ University from North Macedonia represented by Prof. Dr. Nikola Jankulovski, and Sofia University ‘St. Kliment Ohridski’ from Bulgaria represented by Dr. Leandar Litov. The General Assembly has a President and a Secretary.

The first meeting of the Association Board was held on 23 June 2020, when the Executive Director interim (CEO) was proposed. This Board is composed of members of the SEEIIST Steering Committee and represents the link between the Governments already represented in the SEEIIST SC and the Association. Nine members of the Board have been appointed by signing the Minutes of the Constitutive Assembly of the Association on 08 August 2019 and the Minutes of the Extraordinary General Assembly on 19 September 2019. The Association Board has a Chairman, a Vice-Chairman and a Treasurer.

Another important step in connection with the operation of the SEEIIST Association which will ensure the employment of people by the Association, was its enrollment in the Cantonal Office for Social Insurance (‘Office Cantonal des Assurances Sociales OCAS’, Geneve). That was prepared and finalized on 27 January 2020. The Association is a not-for-profit organization benefiting from tax exemption, but had to be registered in the Swiss tax system, requiring the preparation a tax declaration for each year. A bank account is currently being opened at the PostalFinance bank in Switzerland which, together with the appointment of the CEO, is the last step to get the SEEIIST Association ready for employing personnel.

All these steps, i.e. the preparation for the creation of the Association, its establishment and registration, the setting up of numerous administrative issues to reach the status of a fully functional Association including the employment of personnel, required specific knowledge and a lot of dedication and time. Since the Executive Board of the Association together with a fully employed administrative secretary has not yet been set up, the professional assistance for these issues was so far provided by the Oberson Abels SA, a lawyers office in Geneva. Special contracts were made with them, with the first contract signed already on 4 February 2019 before the start of the present contract, when the preparation for the creation of the Association was started with the creation of the Draft of the Statute.
The SEEIIST INSTITUTE

In parallel with the establishment of the Association, a lot of effort has been invested to analyse the various options for the final legal status of the SEEIIST Institute. The Constitution of the Institute will be one of the most important elements for the realization of SEEIIST. Serious work on the preparation of the Constitution of the Institute started after the 5th meeting of the Steering Committee, which was held on 27 June 2019 in Sarajevo, Bosnia and Herzegovina. Since then, this topic has always been an important part of all subsequent meetings of the SEEIIST Steering Committee (the 6th SC meeting in Budva, September 2019, and the 7th SC meeting in Ljubljana, January 2020). In fact, this topic will also be in special focus of the forthcoming (8th) SEEIIST Steering Committee meeting to be held in Bern, Switzerland on 5-6 October 2020, under the patronage of the Swiss Federal Department of Foreign Affairs (FDFA).

Different options for the international agreement on the establishment of the SEEIIST Institute have been analysed. The outcome of this analysis was the proposal to use of the CERN Convention as the basis for the SEEIIST Convention. The acceptance of this proposal by the SEEIIST Steering Committee as a model for the deliberations is due to the fact that the convention was proven during many decades to be a perfect concept, sufficiently flexible to respond to all challenges. In accordance with the members of the SEEIIST Steering Committee, a complete Draft for the SEEIIST Convention was prepared as the main part of the Deliverable 4.8. The complete Draft Convention is part of this Chapter. However, before presenting any detailed Articles of the draft Convention, we strongly emphasize the specific support by the Swiss Government which is very important for the future finalization of the SEEIIST Convention.

After the Kick-off event in Budva which was also attended by representatives of the Swiss Government, we received a Letter from the Swiss Federal Councillor Ignazio Cassis in December 2019, confirming the official political support of the Government of Switzerland (via the FDFA) to develop a Science Diplomacy Road map for the SEEIIST Project. The FDFA expressed its readiness to provide a neutral platform for discussions related to important decisions, in particular the selection process to decide upon the final SEEIIST site. In addition, the FDFA offered to moderate a special Working Group, composed of experts in international public law from the SEE countries, which will work on the finalization of the SEEIIST Convention. The first meeting of the Working Group on the Legal Framework (WGLF) will be part of a special inaugural event to be held in Bern, Switzerland on 5-6 October 2020, under the patronage of the FDFA. This event will be opened by the Swiss Federal Councillor Ignazio Cassis, who will officially present the role of Switzerland for the SEEIIST Project. On the second day, two technical meetings are planned – the 8th meeting of the SEEIIST SC and the 1st WGLF meeting. The Ministers of Foreign Affairs of the SEE countries were asked to nominate their representatives from the MFA as members of the WGLF.

In summary, the outcome of the Deliverable 4.8 is the full operation of the SEEIIST Association, the completed Draft SEEIIST Convention and the official political support by Switzerland (via the FDFA) which will, in the forthcoming period, play the role of neutral grounds for important and complex decisions, including professional support to moderate the special WGLF group to create the final SEEIIST Constitution.
Draft SEEIIST Convention:

Convention for the Establishment of the South East European International Institute for Sustainable Technology

Date, Place of signature

THE SIGNATORIES to this Convention


TAKING INTO ACCOUNT that the Declaration of Intent “Establishment of a South East European International Institute for Sustainable Technologies”, was signed at Geneva (CERN) on 25 October 2017, by eight parties (the Republic of Croatia agreed ‘ad referendum’), with the aim of transforming the initiative into a regional project;

RECOGNIZING the mutual benefits of scientific and technological cooperation, including, but not limited to transfer of knowledge and know-how, technical and scientific cooperation, strengthening of innovation, information exchange, human resources and training;

CONSIDERING that regional cooperation in scientific and technological research and development, based on a large-scale facility enabling excellence and internationally competitive scientific and technological activities, is a significant means of addressing common challenges and an important instrument for fostering sustainable economic development and social cohesion through collective efforts and mitigating tensions between countries in the region;

¹ By alphabetical order

* This designation is without prejudice to positions on status and is in line with UNSC 1244/1999 and the ICJ opinion on the Kosovo Declaration of Independence
CONSIDERING To promote collaboration between science, technology and industry, but also to provide platforms for the development of the education of young scientists and engineers based on knowledge and technology transfer from European laboratories like CERN, GSI, EMBL… and others;

DESIRING to conclude a Convention for the Establishment of the South East European International Institute for Sustainable Technology SEEIIST including the establishment of an international laboratory with a facility for tumor research with hadrons and radiomedical research and promoting education and training;
HAVE AGREED as follows:

**ARTICLE I: Establishment of the Organization**

1. The South East European International Institute for Sustainable Technology (hereinafter referred to as "the Institute") is hereby established.
2. The seat of the Institute shall be at ....... Additional Institutes for special tasks may be established in other sites.

**ARTICLE II: Purposes**

1. The Organization shall provide for collaboration among the Signatories and other European States in medical treatment and research related thereto and biomedical research of scientific and fundamental character. The Organization shall have no concern with work for military requirements and the results of its practical and theoretical work shall be published or otherwise made generally available.

2. The Organization shall, in the collaboration referred to in paragraph 1 above, confine its activities to the following:

   a. the construction and operation of one or more international laboratories (hereinafter referred to as "the Laboratories ") for research in ...... shall include:
      i) one or more particle accelerators;
      ii) the necessary ancillary apparatus for use in the research programmes carried out by means of the machines referred to in (i) above;
      iii) the necessary buildings to contain the equipment referred to in (i) and (ii) above and for the administration of the Organization and the fulfilment of its other functions;

   b. the organization and sponsoring of international co-operation in medical and radiobiological research, including co-operation outside the Laboratories; this co-operation may include in particular:
      a. the promotion of contacts between, and the interchange of, scientists, the dissemination of information, and the provision of advanced training for research workers;
      b. collaborating with and advising other research institutions;

3. The programmes of activities of the Organization shall be:

   c. the construction and operation of an accelerator for proton and heavier ions with the necessary transfer beam lines
   d. the construction and operation of the treatment rooms for patients
   e. the construction and operation of rooms for radiomedical research
   f. the construction and operation of a gantry for the treatment of patients
   g. the establishment or participation in the construction and operation of a solar power plant
   h. other activities to decentralise the programme
   i. any other programme falling within the terms of paragraph 2 above.

4. The programmes referred to in sub-paragraph (c) and (d) of paragraph 3 above shall require approval by the Council by a two-thirds majority of all the Signatories. In giving such approval, the Council (see Art.IV) shall define the programme, and this definition shall include those administrative, financial and other provisions necessary for the proper management of the programme.

5. Any change to the definition of a programme shall require approval by the Council by a two-thirds majority of all the Signatories.
6. The Laboratories shall co-operate to the fullest possible extent with laboratories and institutes in the territories of Signatories within the scope of their programmes of activities. So far as is consistent with the aims of the Organization, the Laboratories shall seek to avoid duplicating research work which is being carried out the said laboratories or institutes.

**ARTICLE III : Conditions of Membership**

7. Signatories which are parties to the Declaration of Intent of October 2018, referred to in the Preamble hereto, shall have the right to become members of the Organization by becoming parties to this Convention in accordance with the provisions of Article XV, XVI and XVII.

   a. Other States may be admitted to the Organization by the Council referred to in Article IV by a unanimous decision of all the Member States.

   b. If a State wishes to join the Organization it shall notify the President of the Council. The President shall inform all Member States of this request at least three months before its discussed by the Council. States accepted by the Council may become members of the Organization by acceding to this Convention in accordance with the provisions of Article XVII.

8. Each Signatories shall signify in writing to the President of the Council those programmes of activities in which it wishes to participate. No State shall be entitled to become or to remain a member of the Organization unless it participates in at least one of the programmes of activities forming part of the basic programme.

9. The Council may, by a two-thirds majority of all Signatories, determine a minimum initial period of participation in any programme of activities together with a limit on the expenditure that may be incurred for that programme during that period. Once this period of participation and limit of expenditure have been so determined, the Council may, by the same majority, change either provided that no Member State participating in the programme votes to the contrary. Subject to any such minimum period of participation, a Member State may at any time give notice in writing to the President of the financial year following that in which notice is given, or on such later date as the Member State proposes.

10. In the event that a programme of activities comes to an end, the Council shall be responsible for its liquidation, subject to any agreement which may be made at the time between the Signatories participating in that programme, and subject also to the relevant terms of any agreement which exists between the Organization and the States on the territories of which the programme is being carried out. Any surplus shall be distributed among those Member States which are participating in the programme at the time of its termination, in proportion to the total contributions actually made by them in respect of that programme. In the event of a deficit, this shall be met by the same Signatories in the same proportions as those in which their contributions in respect of the programme have been assessed for the financial year then current.

11. Member States shall facilitate, for the purposes of the activities of the Organization, the exchange of persons and of relevant scientific and technical information, provided that nothing in this paragraph shall:

   c. affect the application to any person of the laws and regulations of Signatories relating to entry into, residence in, or departure from, their territories; or

   d. require any Signatory to communicate, or to permit the communication of, any information in its possession in so far as it considers that such communication would be contrary to the interests of its security.

**ARTICLE IV : Organs**

The Organization shall consist of a Council and a Director-General, assisted by a staff.
ARTICLE V : The Council

1. The Council shall be composed of not more than two delegates from each Member State who may be accompanied at meetings of the Council by advisers.

2. The Council shall, subject to the provisions of this Convention:
   a. determine the Organization’s policy in scientific, technical and administrative matters;
   b. approve the programmes of activities of the Organization;
   c. adopt, by a two-thirds majority of Member States represented and voting, the budget and determine the financial arrangements of the Organization in accordance with the Financial Protocol annexed to this Convention;
   d. review expenditures and approve and publish audited annual accounts of the Organization;
   e. decide on the staff establishments required;
   f. publish an annual report or reports;
   g. have such other powers and perform such other functions as may be necessary for the purposes of this Convention.

3. The Council shall meet at least twice a year at such places as it shall decide.

4. Each Signatory shall have one vote in the Council.

5. Except where otherwise provided in this Convention, decisions of the Council shall be taken by a simple majority of Member States represented and voting.

6. Except where this Convention or the Financial Protocol annexes thereto provides that a matter requires approval by the Council unanimously or by a two-thirds majority of all the Signatories, no Signatory shall be entitled to vote in regard to any matter falling within the limits of a programme as defined by the Council by virtue of Article II unless it participates in that programme or unless the matter affects directly any programme in which it participates.

7. A Signatory shall not be entitled to vote in the Council if the amount of its unpaid contributions to the Organization exceeds the amount of the contributions due from it for the current financial year and the immediately preceding financial year. The Council nevertheless may, by a two-thirds majority of all the Member States, permit such Signatories to vote if it is satisfied that the failure to pay is due to conditions beyond the control of the Signatory concerned.

8. For the discussions of any matter in the Council, the presence of delegates from a majority of the Member States entitled to vote on that matter shall be necessary to constitute a quorum.

9. Subject to the provisions of this Convention, the Council shall adopt its own rules of procedure.

10. The Council shall elect a president and one or two vice-presidents who shall hold office for one year and may be re-elected on not more than two consecutive occasions.

11. The Council shall establish a Scientific Policy Committee and a Finance Committee, and such other subordinate bodies as may be necessary for the purposes of the Organization, and in particular for the execution and co-ordination of its different programmes. The creation and the terms of reference of such bodies shall be determined by the Council by a two-thirds majority of all the Signatories. Subject to the provisions of this Convention and of the Financial Protocol annexed thereto, such sub-ordinate bodies shall adopt their own rules of procedure.

12. The Signatories mentioned in paragraph 1 of Article III may be represented at meetings of the Council and take part in its work until the ............ This right shall not include the right to vote, unless the State concerned has contributed to the Organization in accordance with the provisions of paragraph 1 of Article 4 of the Financial Protocol annexed to this Convention.

ARTICLE VI : Directors-General and Staff

1. a. The Council shall, by a two-thirds majority of all the Signatories appoint a Director-General for a defined period and may, by the same majority, dismiss him. Each Director-General shall be the chief executive officer of the Organization and its legal representative. He shall, in regard to financial administration, act in accordance with the provisions of the Financial Protocol annexed to this Convention. The Council may, by a two-thirds majority of all the Member States, delegate to the Directors-General, either separately or jointly, authority to act on behalf of the Organization in other matters. Each Director-General shall also submit an annual report to the Council and shall attend, without the right to vote, all its meetings.
b. The Council may postpone the appointment of a Director-General for such period as it considers necessary, either on the entry into force of this convention or on the occurrence of a subsequent vacancy. In the event, it shall appoint a person to act in his stead, the person so appointed to have such powers and responsibilities as the Council may direct.

2. The Director-General shall be assisted by such scientific, technical, administrative and clerical staff as may be considered necessary and authorized by the Council.

3. All staff shall be appointed and may be dismissed by the Council on the recommendation of the Director-General concerned. Any persons, not members of the staff, who are invited by or on behalf of the Council to work at any Laboratory shall be subject to the authority of the Director-General concerned, and to such general conditions as may be approved by the Council.

4. The responsibilities of the Directors-General and the staff in regard to the Organization shall be exclusively international in character. In the discharge of their duties they shall not seek or receive instructions from any government or from any authority external to the Organization. Each Signatory shall request the international character of the responsibilities of the Directors-General and the staff, and not seek to influence them in the discharge of their duties.

**ARTICLE VII : Financial Contributions**

1. Each Signatory shall contribute both to the capital expenditure and to the current operating expenses of the Organization:
   a. as set out in the Financial Protocol annexed to this Convention;
   b. in accordance with scales which shall be decided every three years by the Council by a two-thirds majority of all the Signatories, and shall be based on the average net national income at factor cost of each Signatory for the three latest preceding years for which statistics are available, except that,
      a. in respect of any programme of activities, the Council may determine, by a two-thirds majority of all the Member States, a percentage as the maximum which any Member State may be required to pay of the total amount of contributions assessed by the Council to meet the annual cost of that programme; once any such maximum percentage has been so determined, the Council may, by the same majority, change it, provided that no Signatories participating in that programme votes to the contrary;
      b. the Council may decide, by a two-thirds majority of all the Signatories, to take into account any special circumstances of a Member State and adjust its contribution accordingly; for the purpose of applying this provision it shall be considered to be a special circumstance, in particular, when the national income “per capita” of a Member State is less than an amount to be decided by the Council by the same majority.

2. a. The Council shall require Signatories which become parties to this Convention after the ……., to make a special contribution towards the capital expenditure of the Organization already incurred in respect of the programmes in which they participate, in addition to contributing to future capital expenditure and current operating expenses. The Council shall require a similar contribution from Signatories in respect of any programme in which they first participate after its commencement. The amount of this special contribution shall be fixed by the Council by a two-thirds majority of all the Member States.
   b. All contributions made in accordance with the provisions of sub-paragraph (a) above shall be applied in reducing the contributions of the other Signatories in respect of the programmes concerned.

3. Contributions due under the provisions of this Article shall be paid in accordance with the Financial Protocol annexed to this Convention.

4. To the extent of the authority delegated to him under the terms of sub-paragraph (a) of paragraph 1 of Article VI, and subject to any directions given by the Council, a Director-General may accept gifts and legacies to the Organization provided that such gifts or legacies are not subject to any conditions inconsistent with the purposes of the Organization.

**ARTICLE VIII: Co-operation with EC and IAEA and with other organization**

The Organization shall co-operate with the European Commission and the IAEA. It may also, by a decision of the Council taken by a two-thirds majority of all the Signatories, co-operate with other organizations and institutions.
ARTICLE IX: Legal Status

The Organization shall have legal personality in the metropolitan territories of all Signatories. The Organization and the representatives of Signatories on the Council, the members of any sub-ordinate bodies established under paragraph 12 of Article V, the Directors-General and the members of the staff of the Organization shall be accorded, in the metropolitan territories of Signatories, by virtue of agreements to be concluded between the Organization and each Signatory concerned, such privileges and immunities, if any, as they agree to be necessary for the exercise of the functions of the Organization. The agreements to be concluded between the Organization and the Signatories on the territory of which the Laboratories of the Organization shall be established shall contain, in addition to provisions concerning privileges and immunities, provisions regulating the special relations between the Organization and those Signatories.

ARTICLE X: Amendments

1. The Council may recommend amendments of this Convention to Signatories. Any Signatory which wishes to propose an amendment shall notify the President of Council thereof. The President shall inform all Member States of any amendment so notified at least three months before it is discussed by the Council.
2. Any amendment of this Convention recommended by the Council shall require acceptance in writing by all Signatories. It shall come into force thirty days after the President has received notifications of acceptance from all Signatories. The President shall inform all Signatories of the date on which the amendment shall thus come into force.
3. The Council may amend the Financial Protocol annexed to this Convention by a two-thirds majority of all the Signatories provided that such amendment does not conflict with the Convention. Any such amendment shall come into force on date to be decided by the Council by the same majority. The President of Council shall inform all Signatories of each such amendment and of the date on which it shall come into force.

ARTICLE XI: Disputes

Any dispute between two or more Signatories concerning the interpretation or application of this Convention which is not settled by the good offices of the of the Council shall be submitted to the International Court of Justice, unless the Signatories concerned agree on some other mode of settlement.

ARTICLE XII: Withdrawal

After this Convention has been in force for seven years, a Signatory may, subject to the provisions of paragraph 4 of Article III, give notice in writing to the President of Council of withdrawal from the Organization and such withdrawal shall take effect at the end of the financial year following that in which notice is given, or at such later date as the Signatory proposes.

ARTICLE XIII: Non-fulfilment of Obligations

If a Signatory fails to fulfil its obligations under this Convention, it shall cease to be a member of the Organization on a decision of the Council taken by a two-thirds majority of all the Signatories.

ARTICLE XIV: Dissolution

The Organization shall be dissolved if at any time there are less than five Member States. It may be dissolved at any time by agreement between the Signatories. Subject to any agreement which may be made between Signatories at the time of dissolution, the State on the territory of which the seat of the Organization is at that time established...
shall be responsible for the liquidation, and the surplus shall be distributed among those Signatories which are members of the Organization at the time of the dissolution in proportion to the contributions actually made by them from the dates of their becoming parties to this Convention. In the event of a deficit, this shall be met by the existing Signatories in the same proportions as those in which their contributions have been assessed for the financial year then current.

**ARTICLE XV : Signature**

This Convention and the annexed Financial Protocol, which is an integral part thereof, shall be open for signature until the … to any State which satisfies the conditions laid down in paragraph 1 of Article III.

**ARTICLE XVI : Ratification**

1. This Convention and the annexed Financial Protocol, shall be subject to ratification.

**ARTICLE XVII : Accession**

1. Any State, not a signatory of this Convention, which satisfies the conditions laid down in paragraphs 1 or 2 of Article III may accede to the Convention and the Financial Protocol as from the ……..

**ARTICLE XVIII : Entry into force**

1. This Convention and the annexed Financial Protocol shall enter into force when seven States have ratified, or acceded to, these instruments, provided that:
   a. the total of their percentage contribution on the scale set out in the Annex to the Financial Protocol amounts to not less than seventy-five per cent; and
   b. …….., being the country in which the seat of the Organization is to be established, shall be among such States.

IN WITNESS WHEREOF, the undersigned representatives, having been duly authorised thereto by their respective Governments, have signed this Convention.

Done at … this first day of ……, in the English language, in a single original, which shall be deposited in the archives of the ……. a certified copy shall be transmit to all signatories and acceding States.
Financial Protocol Annexed to the Convention for the Establishment of the South East European International Institute for Sustainable Technology

THE Signatories parties to the Convention for the Establishment of the South East European International Institute for Sustainable Technology (hereinafter referred to as “the Convention”), DESIRING to make provision for the financial administration of the said Organization, HAVE AGREED as follows:

ARTICLE 1: Budget

1. The financial year of the Organization shall run from the first of January to the thirty-first of December.
2. The Director-General shall not later than the first of September in each year submit to the Council for consideration and approval detailed estimates of income and expenditure for the following financial year.
3. Estimates of income and expenditure shall be divided under general headings. Transfers within the budget shall not be permitted except by authority of the Finance Committee referred to in Article 3. The exact form of the estimates shall be determined by the Finance Committee on the advice of the Director-General.

ARTICLE 2: Supplementary Budget

The Council may require a Director-General to present supplementary or revised budget estimates if circumstances make it necessary. No proposal involving additional expenditure shall be deemed to be approved by the Council until it has approved an estimate submitted by the Director-General of the additional expenditure involved.

ARTICLE 3: Finance Committee

1. The Finance Committee, established by paragraph 12 of Article V of the Convention, shall be composed of representatives of all Signatories.
2. The Finance Committee shall, in reaching its decisions, follow the rules for voting and quorum prescribed for the Council in Article V of the Convention.
3. This Committee shall examine the budget estimates of the Directors-General, after which they shall be transmitted to the Council with the Committee’s report thereon.
ARTICLE 4: Contributions

1. From the first of January, …., approved budget expenditure shall be met by contributions from Member States as provided for in Article VII of the Convention.

2. When any Signatory, whether on becoming a member of the Organization or later, first participates in a programme of activities, the contributions of the other Member States concerned shall be reassessed and the new scale shall take effect as from the beginning of the current financial year. Reimbursements shall be made, if necessary, to ensure that the contributions paid by all the Signatories for that year are in conformity with the new scale.

1. The Finance Committee shall in consultation with the Director-General determine the terms on which payments in respect of contributions shall be made consistently with the proper financing of the Organization.

2. Each Director-General shall thereafter notify Signatories of the amount of their contributions and of the dates on which payments shall be made.

ARTICLE 5: Currency of Contributions

1. The budget of the Organization shall be expressed in EURO.

2. The Council shall, by a two-thirds majority of all the Signatories, determine the payments arrangements and the currency or currencies in which the contributions of the Signatories shall be made.

ARTICLE 6: Working Capital Funds

The Council may establish working capital funds.

ARTICLE 7: Financial Rules

After consultation with the Finance Committee, the Council shall, by a two-thirds majority of all the Signatories, adopt rules for the financial administration of the Organization, which shall constitute the Financial Rules.

ARTICLE 8: Accounts and Auditing

1. The Director-General shall keep an accurate account of all receipts and disbursements.

2. The Council shall appoint auditors who will serve for three years in the first instance and may be reappointed. The auditors shall examine the accounts of the Organization, particularly in order to certify that the expenditure has conformed, within the limits specified in the Financial Rules, to the provisions made in the budget, and shall discharge such other functions as are set out in the Financial Rules.

3. The Director-General shall furnish the auditors with such information and help as they require to carry out their duties.
IN WITNESS WHEREOF, The undersigned representatives, having been duly authorized thereto by their respective Governments, have signed this Protocol.

Done at ……, this first day of ………, in the English language, in a single original, which shall be deposited in the archives of………..

Responsible Organization for this deliverable:
• SEEIIST Association: Dr. Sanja Damjanovic, Board Member

Quality Assurance made by:
• SAE: Janko Burgar M.Sc, CGO & Project manager
• SAE: Dr. Stanislav Pejovnik, General secretary & Project member