

## **AGREEMENT ON THE WESTERN BALKAN RESEARCH AND INNOVATION CENTRE – WISE**

### **Preamble**

Republic of Albania, Bosnia and Herzegovina, Republic of Croatia, Former Yugoslav Republic of Macedonia, Kosovo\*, Montenegro and Republic of Serbia are parties to this Agreement (hereinafter referred to as “the Parties”),

WELCOMING the substantial development and progress made in the South Eastern Europe region in the European Union (EU) integration process in the last decade,

STRESSING that regional cooperation in research and development is a valuable mean to address common challenges and an important instrument for promoting sustainable economic development and social cohesion as well as a supporting tool for European integration,

REITERATING our commitment to the ongoing EU, European and international initiatives as expressed in the Declaration on the Western Balkans Regional R&D Strategy for Innovation signed on 25 October 2013 in Zagreb, in particular in the context of the Research and Innovation dimension of the SEE2020 Strategy,

ACKNOWLEDGING that the Western Balkans Regional R&D Strategy for Innovation is a relevant platform for supporting sustainable research and innovation reforms through regional cooperation,

ACKNOWLEDGING the substantial political, technical and financial support provided for the preparation of the Western Balkans Regional R&D Strategy for Innovation by the World Bank, the European Commission and the Regional Cooperation Council,

CONSIDERING that the creation of regional technical assistance in the form of the Western Balkan Research and Innovation Centre (WISE) is foreseen within the Western Balkans Regional R&D Strategy for Innovation,

Have agreed as follows:

### **Establishment, mission and activities**

#### **Establishment**

##### **Article 1**

1. The Parties hereby establish the Western Balkan Research and Innovation Centre – WISE (hereinafter referred to as “WISE”).
2. WISE is an international, independent, non-profit, sustainable organisation in the ownership of the Parties to this Agreement.

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\* This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence

## **Mission and scope of work**

### **Article 2**

1. The mission of WISE is to become a recognised and attractive partner in the Western Balkan region. WISE is committed to strengthen regional research, innovation and technology systems by providing support, advice, information and recommendations to the states, public and private institutions, non-governmental organisations and all other relevant stakeholders, aiming to strengthen cooperation, on regional, EU and international level, and improve Western Balkan's research and innovation climate. In particular WISE shall:
  - a) advocate for and advise on the implementation of reforms while serving as a platform for continued policy exchange, public policy dialogue, capacity building, and policy advocacy in research and innovation policy,
  - b) manage the implementation of strategic programmes of regional importance in collaboration with national partners and support the national strategies with strong emphasis on the results and rigorous evaluation,
  - c) provide stable, long-term platform for countries in the region to pursue their mutual interest in the field of research and innovation, and through which they can continuously advance their policy agenda,
  - d) provide analysis and advisory services that will consist of reports on technology and policy trends, international good practices and the like, in line with the reform process,
  - e) conduct monitoring and evaluation (M&E) of policy reforms, its progress and impact;
  - f) contribute to the stability of collaborative programmes and policies that promote politically independent scientific research and sustainable economies while avoiding unnecessary duplication of effort,
  - g) promote capacity building for national and regional research and innovation institutions, including training and other kind of educational services,
  - h) coordinate periodic regional meetings and advocate the dissemination of good practices and policy guidelines,
  - i) collect and analyse relevant data for policy dialogue and advise the states on the methodology of collection of data on its R&D&I system in accordance with EUROSTAT methodology.
2. WISE shall primarily work on promoting collaboration of researchers within and outside of the Western Balkan region with special emphasis on the scientific diaspora in order to facilitate shared use of large research facilities and promote the scientific centres of excellence. In addition, WISE shall promote mobility of young researchers and PhD candidates within the Western Balkan region and between the region and other countries. WISE shall actively work on strengthening the collaboration and coordination among research organisations for more strategic investment in research infrastructure, as well as on deepening and promoting collaboration between research organisations and industry.

## **Organisation and structure of WISE**

### **Members**

#### **Article 3**

The Parties to this Agreement are members of WISE (hereinafter referred to as “the Members”).

### **Associate Member**

#### **Article 4**

1. The Supervisory Board shall decide on the Associate Member status upon a written request from the state or the organisation that expresses its readiness to cooperate, agrees with the objective and tasks of the WISE, as set forth in this Agreement, and meets the criteria and makes financial contribution to the WISE budget decided upon by the Supervisory Board.
2. The Supervisory Board shall decide upon the role, rights and obligations of the Associate Member.

### **Supervisory Board**

#### **Article 5**

1. The Supervisory Board (hereinafter referred to as “the Board”) is the sole strategic decision making body of WISE.
2. The Board shall be responsible for overseeing and guiding the operations of WISE.

### **Members of the Board**

#### **Article 6**

1. The WISE Board is composed of one representative and his or her alternate designated by each Member.
2. Members of the Board shall be high-level government officials with authority to act on behalf of the Members, preferably at the level of Deputy or Assistant Minister. When a member of the Board is unable to attend a meeting, he or she shall be replaced by his or her alternate.
3. Each Member shall have one vote in the Board.
4. The Board shall have a Chair and Co-Chair. The mandate of the Chair and Co-Chair shall be 2 years which can be extended by the Board for additional 2 years.
5. The Board decides on the sequence of the chairing.
6. The Board shall appoint one Co-Chair. The Chair or Co-Chair shall not be representatives from the same Member.

## **Procedures**

### **Article 7**

1. The Board meets at least twice a year.
2. Additional meetings may be held as the Chair deems it necessary or upon request of at least one third of the members of the Board.
3. The Board has to have at least two-thirds majority of the total number of members to adopt the Rules of Procedures, the Financial Rules and Regulations, the Annual Work Programme, the Financial Plan, the Annual Budget and the Annual Report.
4. The Board shall, on its first constituting meeting, which has to be held by the end of the month following the month in which this Agreement shall enter into force according to Article 22 of this Agreement, adopt all documents and procedures necessary for the proper functioning of the WISE, including Rules of Procedures and Financial Rules and Regulations.
5. Upon the proposal of the Chair of the Board and following the consent of the members of the Board, the Board meeting shall be open to other states, organisations and partners in the capacity of guests.

## **Tasks of the Board**

### **Article 8**

The Board decides on:

- a. the Rules of Procedures,
- b. the Financial Rules and Regulations,
- c. the Annual Work Programme,
- d. the Financial Plan,
- e. the Annual Budget,
- f. the Annual Report,
- g. the appointment of Chair and Co-Chair,
- h. Associate Member status,
- i. the confirmation of selection of Director,
- j. the negotiation and signing of memorandum of understanding or political documents with third parties and authorities,
- k. sequence of the chairing,
- l. appointing different committees and subcommittees on specific issues,
- m. all other relevant issues.

## **Secretariat**

### **Article 9**

WISE shall have Secretariat which is the executive body of WISE, headed by the Director (hereinafter referred to as "Secretariat").

## **Director**

### **Article 10**

1. The Director shall be the Head of Secretariat and the legal representative of WISE.
2. Selection Committee appointed by the Board shall select the best candidate for the Director for a period of three years, possibly extended for another three years, but not thereafter.
3. The Board shall confirm the selection of the Director.
4. The Director shall be responsible to the Board. The Director reports to and is accountable to the Board with respect to the performance of his or her duties.
5. The Director is responsible for the organisation of work and functioning of WISE.

## **Personnel and Recruitment**

### **Article 11**

1. The WISE personnel include officials: Director as a Head of Secretariat and two Heads of Departments; and other personnel: expert, administrative and technical personnel.
2. All WISE personnel must have adequate education and professional background to meet the needs of their job description.
3. Director, Heads of Departments and expert personnel shall be selected through internationally competitive selection process.
4. On an exceptional basis, WISE may use secondment as one of the methods for hiring the expert personnel.
5. Based on the needs, the Board shall make a decision on the quota as well as the period for the secondment of the personnel.
6. Members shall be obliged to finance all employment costs for the seconded personnel.
7. Administrative and technical personnel shall be locally recruited to perform administrative and technical work.

## **Locally Recruited Personnel**

### **Article 12**

1. The locally recruited personnel shall be employed in accordance with the applicable legislation of the Host Country.
2. The locally recruited personnel shall not, by virtue of this Agreement, enjoy any immunities or privileges.

## **Impartiality**

### **Article 13**

1. In the performance of their duties, the Director and other personnel of the Secretariat shall neither seek, nor receive instructions from any individual member of the Board or from any Member or authority external to the Board.

2. Each Member shall respect the exclusively international character of the Director and other personnel and should not seek to influence them in the discharge of their responsibilities.

## **Financial Management**

### **Article 14**

1. The Members shall provide annual financial contributions to the annual budget of WISE by the end of March of the current year at the latest.
2. The amount which should be contributed by each Member shall be defined by the Board on the first constituting Board meeting.
3. The amount shall be calculated according to the individual Member level of gross domestic product at purchasing power parity.
4. The Board shall consider financial contributions from other sources and decide on their approval. Other income may include donations, Associate Member contribution, subsidies or other funds from public or private sources, such as European Commission, bilateral donor countries, international financial institutions and other international organizations with the special interest in research and development.
5. Failure of fulfilment of financial obligations by any Member shall be submitted to the Board for consideration.
6. The Board may decide to withdraw voting right to the Member who fails to fulfil its annual financial obligation.

## **Annual Budget**

### **Article 15**

1. WISE budget shall be established on an annual level and its content shall be defined in the Annual Budget for the current financial year. The financial year shall run from 1 June to 31 May.
2. The Annual Budget shall set forth total income and total expenditure for a year. The Annual Budget shall balance, with total annual income always covering total annual expenditures. WISE is not permitted to enter into debt.
3. The Director proposes the Annual Budget to the Board no later than 90 days before the beginning of the new financial year.
4. The Board shall consider and approve the budget by 31 May of each year at the latest. The budget may be revised by the Board.

## **Financial Reporting and Audit**

### **Article 16**

1. The Director shall submit annual reports on the execution of Annual Budget to the Board.
2. There shall be an annual audit by independent auditors on the use of annual budget. The Board shall have to approve the audit report. The audit report shall be, subsequently, made public.
3. The auditors shall be selected through an internationally competitive selection process.

## **Seat of WISE**

### **Article 17**

1. WISE shall be seated in Split, Republic of Croatia.
2. A Host Country Agreement shall be concluded between WISE and the Government of the Republic of Croatia.
3. The official working language of WISE shall be English.

## **Legal Capacity**

### **Article 18**

WISE shall enjoy such legal capacity as may be necessary for the exercise of its functions and fulfilment of its objectives, in particular it shall have capacity to conclude international agreements with states and international organizations, to contract and to participate in legal proceedings, including acquiring and disposing of immovable and movable property of WISE.

## **Privileges and Immunities**

### **Article 19**

WISE and certain categories of its personnel shall enjoy privileges and immunities necessary for the performance of their tasks and duties which shall be defined in the Host Country Agreement, which shall be concluded between the WISE and the Government of the Republic of Croatia.

## **Duration**

### **Article 20**

This Agreement is concluded for an indefinite period of time.

## **Reservation**

### **Article 21**

No reservations may be made to this Agreement.

## **Entry into Force**

### **Article 22**

1. This Agreement is subject to ratification, acceptance or approval by signatories to this Agreement in accordance with their respective legal requirements.
2. This Agreement shall enter into force on the first day of the month following the date on which the fourth of the signatories to this Agreement, including the Republic of Croatia, has deposited its instrument of ratification, acceptance or approval with the Depository.

3. For the each of the signatories to this Agreement that ratifies, accepts or approves this Agreement after its entry into force, in accordance with Paragraph 2 of this Article, this Agreement shall enter into force on the first day of the month following the date of the deposit of its instrument of ratification, acceptance or approval with the Depository.

## **Depository**

### **Article 23**

The Government of the Republic of Croatia shall act as the Depository of this Agreement.

## **Accession**

### **Article 24**

1. The opening of this Agreement to the accession for other states shall be subject of a separate decision of the Board.
2. For an acceding state, this Agreement shall enter into force on the first day of the month following the date of the deposit of its instrument of accession with the Depository.

## **Amendments**

### **Article 25**

1. This Agreement may be amended on the written proposal of any Party.
2. Any such proposal shall be communicated by the Director to the Parties at least six months before submission to the Board for consideration and approval.
3. Amendments approved in accordance with Paragraph 2 of this Article shall be subject to ratification, acceptance or approval by the Parties and shall enter into force in accordance with Article 22 of this Agreement.

## **Withdrawal**

### **Article 26**

1. A Party may withdraw from this Agreement by written notice of withdrawal addressed to the Depository. Such notice may take effect no earlier than the end of WISE financial year in which the notice was received by the Depository.
2. A Party shall not be discharged by reason of its withdrawal from financial obligations, which accrued while it was a Party.
3. A Party which has withdrawn from the present Agreement may subsequently apply to accede to the Agreement in accordance with Article 24 of this Agreement.

## **Dispute Settlement**

### **Article 27**

All disputes regarding the interpretation or application of this Agreement shall be settled through consultations and negotiations between the Parties.



In witness whereof, the undersigned, being duly authorized thereto, have signed this Agreement.

Done at Split, on 18 September 2015, and at Zagreb, on 21 September 2015, in a single original in the English language which shall be deposited with the Depository. The Depository shall transmit a certified copy of this Agreement to each signatory State and to each acceding State.

**For Republic of Albania**

ILIR MELO  
Ambassador Extraordinary and Plenipotentiary

**For Bosna and Hercegovina**

**Adil Osmanović**  
Minister of Civil Affairs



**For Republic of Croatia**

**Vedran Mornar**  
Minister of Science, Education and Sports



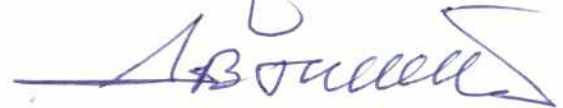
**For Former Yugoslav Republic of Macedonia**

**Abdilaqim Ademi**  
Minister of Education and Science



**For Kosovo\***

**Arsim Bajrami**  
Minister of Education, Science and Technology



**For Montenegro**

**Sanja Vlahović**  
Minister of Science



**For Republic of Serbia**

**Srdan Verbić**  
Minister of Education, Science and Technological Development



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