

**AGREEMENT ESTABLISHING
THE GLOBAL DEVELOPMENT NETWORK**

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AGREEMENT ESTABLISHING THE GLOBAL DEVELOPMENT NETWORK

The Parties to this Agreement agree as follows:

Introductory Article

The Global Development Network (hereinafter called GDN) is established as a public international organization and shall operate in accordance with the following provisions:

ARTICLE I Purpose and Functions

1. The purpose of GDN is to support high-quality, policy-oriented research in the social sciences in order to promote development. To this end, GDN will foster collaborative efforts among socio-economic research institutions, individual researchers, policy-makers and donors that encourage capacity-building and networking, predicated on the belief that high-quality, policy-oriented research accelerates development.

2. In furtherance of the purpose stated in paragraph 1 of this Article, the functions of GDN shall include capacity-building, networking, mobilizing funds and facilitating donor coordination, encouraging knowledge-sharing, offering quality certification, and conducting needs analysis and program evaluation.

3. GDN shall be guided in all its activities and decisions by the provisions of this Agreement and the following principles of governance:

- | | |
|----------------|---|
| Independence: | GDN shall not be influenced in any of its activities and decisions by political considerations. |
| Openness: | GDN shall operate in a transparent manner and be receptive to the views of its constituency. |
| Effectiveness: | GDN shall function in a manner consistent with the efficient realization of its purpose. |
| Democracy: | GDN shall strive for broad representation and participation. |
| Plurality: | GDN shall encompass a diversity of disciplines and paradigms. |

ARTICLE II Definitions

For the purposes of this Agreement:

- (a) “Global Development Network, Inc.” means the Global Development Network, Inc., the predecessor non-profit organization established as a non-stock corporation under the laws of the State of Delaware, United States of America;
- (b) “GDN” means the Global Development Network, a public international organization established by this Agreement;
- (c) “staff of GDN” means the President and other employees of GDN;
- (d) “officials of GDN” means the Representatives of the Assembly and the Directors of the Board of Directors;
- (e) “Parties to this Agreement” means the States and public international organizations that have signed, ratified, accepted, approved or acceded to this Agreement;
- (f) “States Parties” means the Parties to this Agreement that are States;
- (g) “public international organization” means any international organization whose members are States or other international organizations, or both;
- (h) “regional research communities” means the research networks, research institutions, individual researchers and other persons, within each of the regions listed in the Annex to this Agreement, that are engaged or interested in supporting high-quality, policy-oriented research in the social sciences; and
- (i) “regional research networks” means the regional research networks listed in the Annex to this Agreement, as such list may be revised from time to time by the Board of Directors.

ARTICLE III Status and Powers

1. GDN shall have the status of a public international organization.
2. GDN shall possess full juridical personality and enjoy such capacities as may be necessary for the fulfillment of its purpose and the exercise of its functions. In particular, GDN shall have the capacity to:
 - (i) contract;
 - (ii) acquire and dispose of movable and immovable property;
 - (iii) employ staff and consultants;
 - (iv) institute and respond to legal proceedings;
 - (v) invest the moneys and properties of GDN; and
 - (vi) take such other action consistent with this Agreement as may be necessary to accomplish the purpose of GDN.

ARTICLE IV Finance

1. GDN shall obtain the financial resources necessary to carry out its activities through voluntary contributions and donations from the Parties to this Agreement and other persons including governments, foundations and corporations, as well as from income generated by its investments or the sale of its publications or other products and services.
2. The Parties to this Agreement shall not be under any obligation to provide financial support to GDN.

ARTICLE V Organization and Management

Section 1. *Structure*

1. GDN is a global research network that operates primarily through regional research networks and its activities shall be open to participation by the regional research communities. No organization or individual shall be excluded from participation in the activities of GDN on the grounds of race, gender, religion, or culture.
2. The organizational structure of GDN shall consist of an Assembly, a Board of Directors, a President and such staff as may be considered necessary.

Section 2. *Assembly*

1. The following persons shall be eligible to become Parties to this Agreement:
 - (i) any State that is a member of the United Nations or of any of the specialized agencies of the United Nations; and
 - (ii) any public international organization having responsibilities in related fields.
2. No Party shall be liable, by reason of its signature and ratification of or accession to this Agreement, for acts, debts, liabilities or other obligations of GDN.
3. The Assembly shall consist of one Representative appointed by each Party in such manner as it may determine. Each Representative shall serve until a new appointment is made. The Assembly shall elect from among the Representatives a Chairperson and one or more Vice-Chairpersons.
4. The Assembly shall have the authority to:

- (i) maintain general oversight over the activities of GDN with a view to ensuring that GDN fulfills its purpose and exercises its functions;
- (ii) appoint the Board of Directors, and thereafter, appoint the Board of Directors' nominees to vacancies on the Board of directors and approve the nomination criteria and process for appointments to the Board of Directors and monitor their implementation;
- (iii) amend this Agreement;
- (iv) invite new States and public international organizations to accede to this Agreement and determine the conditions for their doing so;
- (v) suspend a party; and
- (vi) dissolve GDN and distribute its assets.

5. The general oversight role of the Assembly, referred to in paragraph 4(i) of this Section, shall include monitoring the progress of GDN's activities, assessing its long-term funding needs, considering its future direction and strategy, providing guidance and recommendations for the consideration of the Board of Directors, and approving the annual audited financial statements of GDN.

6. The Assembly shall meet once every year, and beyond these yearly Assembly meetings, may meet more often if necessary either on the initiative of a majority of the Representatives of the Assembly or on the invitation of the Board of Directors. A quorum for any meeting of the Assembly shall be a majority of the Representatives.

7. The Assembly may adopt such rules and regulations as may be necessary or appropriate for the conduct of its meetings.

8. Representatives shall serve as such without compensation from GDN.

9. Each Representative shall have one vote. Except as otherwise specifically provided in this Agreement, decisions shall be taken by a majority of the votes cast.

Section 3. *Board of Directors*

1. The Board of Directors shall be responsible for directing the general operations of GDN.

2. The Board of Directors shall consist of not less than sixteen and not more than twenty Directors, who shall be selected on the basis of their professional accomplishments in the social sciences field, and drawn from the following constituencies:

- (i) the regional research communities;
- (ii) public international organizations and professional associations having responsibilities in related fields; and
- (iii) any other relevant constituency or to ensure broad regional and scientific coverage.

3. (a) Pursuant to its authority under paragraph 4(ii) of Section 2, the Assembly shall appoint the Board of Directors, which shall consist of the eighteen members of the Board of Directors of the Global Development Network, Inc.

(b) Following the appointment of the Board of Directors by the Assembly, the Board of Directors may nominate up to two more Directors in accordance with the nomination criteria and process approved by the Assembly pursuant to paragraph 4(ii) of Section 2.

4. The Board of Directors shall be responsible for the nomination of successor Boards of Directors and filling any vacancies that may arise in the Board of Directors, all in accordance with the nomination criteria and process approved by the Assembly pursuant to paragraph 4(ii) of Section 2.

5. Directors shall be appointed for a term of three years except that, with a view to ensuring a gradual transition in its membership, the terms of office of the Directors of the first Board of Directors shall be staggered so as to provide that approximately one-third of the Directors will retire each year.

6. The Board of Directors shall meet as often as the business of GDN may require. The Board of Directors shall elect from among the Directors a Chairperson and one or more Vice-Chairpersons. A quorum for any meeting of the Board of Directors shall be a majority of the Directors.

7. The Board of Directors may appoint such committees as it deems advisable. Membership of such committees need not be limited to Directors.

8. The Board of Directors shall adopt such By Laws and regulations as may be necessary or appropriate for the conduct of the business of GDN.

9. Each Director shall have one vote. Except as otherwise specifically provided in this Agreement, decisions shall be taken by a majority of the votes cast.

Section 4. *President and Staff*

1. The Board of Directors shall appoint a President who shall not be a Representative or a Director. The President may participate in meetings of the Assembly and the Board of Directors but shall not vote at such meetings.

2. The President shall be chief of the operating staff of GDN and shall conduct, under the direction of the Board of Directors, the ordinary business of GDN. Subject to the general control of the Board of Directors, he/she shall be responsible for the organization, appointment and dismissal of the officers and staff.

3. The President and staff of GDN, in the discharge of their offices, owe their duty entirely to GDN and to no other authority. Each Representative of the Assembly and each Director of the Board of Directors shall respect the international character of this duty and shall refrain from all attempts to influence any of them in the discharge of their duties.

4. In appointing the staff of GDN, the President shall, subject to securing the most qualified and experienced persons, make every effort to recruit personnel so as to ensure diversity with respect to nationality and discipline within the social sciences, and balance with respect to gender.

ARTICLE VI Headquarters

1. The headquarters of GDN shall be established in New Delhi, India, unless the Assembly, upon the recommendation of the Board of Directors, decides to relocate the headquarters elsewhere.
2. GDN may establish additional offices in other locations as required to support its programs and activities.

ARTICLE VII Immunities and Privileges

Section 1. *Purposes of the Article*

To enable GDN to fulfill its purpose and exercise the functions with which it is entrusted, the immunities and privileges set forth in this Article shall be accorded to GDN in the territories of each State Party.

Section 2. *Position with Regard to Judicial Process*

Actions may be brought against GDN only in a court of competent jurisdiction in the territories of a State Party in which GDN has an office, and has appointed an agent for the purpose of accepting service or notice of process. The property and assets of GDN shall, wheresoever located, be immune from all forms of seizure, attachment or execution before the delivery of final judgment against GDN.

Section 3. *Immunity of Assets from Seizure*

Property and assets of GDN, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of seizure by executive, administrative, judicial or legislative action.

Section 4. *Immunity of Archives*

The archives of GDN shall be inviolable.

Section 5. *Freedom of Assets from Restrictions*

To the extent necessary to carry out the operations provided for in this Agreement and subject to the provisions of this Agreement, all property and assets of GDN shall be free from restrictions, regulations, controls and moratoria of any nature.

Section 6. *Privilege for Communications*

The official communications of GDN shall be accorded by each State Party the same treatment that it accords to the official communications of other States.

Section 7. *Immunities and Privileges of Officials and Staff*

All Representatives, Directors, and staff of GDN:

- (i) shall be immune from legal process with respect to acts performed by them in their official capacity except when GDN waives this immunity;
- (ii) not being local nationals, shall be accorded the same exemptions from immigration restrictions, alien registration requirements and national service obligations and the same facilities as regards exchange restrictions as are accorded by States Parties to the representatives, officials and employees of comparable rank of other States; and
- (iii) shall be granted the same treatment in respect of traveling facilities as is accorded by States Parties to representatives, officials and employees of comparable rank of other States.

Section 8. *Exemption from Taxation*

1. GDN, its assets, property, income and its operations and transactions authorized by this Agreement shall be exempt from all taxation and from all customs duties. GDN shall also be immune from liability for the collection or payment of any tax or duty.

2. Except in the case of local nationals, no tax shall be levied on or in respect of salaries and emoluments paid by GDN to the staff of GDN.

Section 9. *Application of the Article*

3. Each State Party shall take such action as is necessary in its own territories for the purpose of making effective in terms of its own law the principles set forth in this Article and shall inform GDN of the detailed action which it has taken.

ARTICLE VIII Interpretation

Any question of interpretation of the provisions of this Agreement arising between any Party to this Agreement and GDN or between Parties to this Agreement shall be submitted to the Assembly for its decision, which shall be final.

ARTICLE IX Amendments

This Agreement may be amended by the Assembly by a three-fourths majority vote of all the Representatives, provided that:

- (i) the Board of Directors shall have considered and recommended the proposed amendments; and
- (ii) notice of such amendment, together with its full text, shall have been sent to all Parties to this Agreement at least one hundred and twenty days in advance of the time established for a vote on the proposed amendment.

ARTICLE X Dissolution

1. GDN may be dissolved by a three-fourths majority vote of all the Representatives in the Assembly if it is determined that GDN is no longer fulfilling its purpose or exercising its functions effectively. Notice of such dissolution, together with a full explanation of the reasons for the determination that GDN is no longer fulfilling its purpose or exercising its functions, shall be sent to all Parties to this Agreement at least one hundred and twenty days in advance of the time established for a vote on the proposed dissolution.

2. In case of dissolution, any assets of GDN which remain after payment of its legal obligations shall be distributed to institutions having purposes similar to those of GDN as decided by the Assembly based on the recommendation of the Board of Directors.

ARTICLE XI Signature, Ratification, Acceptance, Approval, and Accession

1. This Agreement shall remain open for signature by States and public international organizations for a period of two years from January 23, 2005. States and public international organizations that have not signed this Agreement within the first two years

may, upon invitation by the Assembly as provided in Article V, Section 2, paragraph 4(iv), become Parties to this Agreement by depositing an instrument of accession.

2. The Government of the Republic of India shall be the Depository of this Agreement.

3. Ratification, acceptance or approval of, or accession to, this Agreement shall be undertaken by the Parties in accordance with their own laws, charters, regulations and procedures.

ARTICLE XII Entry into Force

This Agreement shall enter into force immediately upon receipt by the Depository of notifications from three Parties to this Agreement that the formalities required by national legislation or corporate approval procedures of such Parties with respect to the ratification, acceptance or approval of this Agreement have been completed.

ARTICLE XIII Withdrawal

Any Party to this Agreement may withdraw from this Agreement at any time by transmitting a notice in writing to the Depository. Withdrawal shall become effective ninety days after the date such notice is received by the Depository.

ARTICLE XIV Transition

Upon the entry into force of this Agreement, GDN shall take all steps necessary to acquire the rights, obligations, concessions, property and interests of the Global Development Network, Inc.

IN WITNESS THEREOF, the undersigned being authorized thereto, have signed this Agreement in a single original in the English language.

Signed by H.E. Ambassador Sanaa Attallah

EGYPT— Done at Dakar, Senegal on the 23rd day of January, 2005

Signed by H.E. Ambassador Agostino Mathis

ITALY— Done at Dakar, Senegal on the 23rd day of January, 2005

Signed by H.E. Minister Moustapha Sourang

SENEGAL— Done at Dakar, Senegal on the 23rd day of January, 2005

Signed by H. E. Ambassador Luis A. Moreno

COLOMBIA— Done at Washington DC, USA on 16th February, 2005

Signed by H. E. Ambassador Devinda Subasinghe

SRI LANKA—Done at Washington DC, USA on 16th February 2005

Signed by Secretary Shri Ashok Jha

INDIA—Done at New Delhi, India on the 28th day of October, 2005

Signed by H. E. Ambassador D. Carlos Blasco Villa

SPAIN— Done at Beijing, China on the 15th day of January, 2007

IN WITNESS THEREOF, the undersigned being authorized thereto, have signed this Agreement in a single original in the English language.

Done at Dakar, Senegal on the 23rd day of January, 2005.

S. Sarr

Mali

[Signature]

Done at Washington, D.C. on the 16th day of February, 2005

J.C.

Devinda.. Subasinghe

Done at New Delhi, India on the 28th of October, 2005

[Signature]
Shri Ashok Jha

Done at Beijing, China on the 15th of January, 2007

[Signature]
Mr. Carlos Alarcos

ANNEX

Regions and Regional Research Networks

<i>Region</i>	<i>Regional Research Network</i>
<i>Commonwealth of Independent States</i>	Economics Education and Research Consortium, Moscow, Russian Federation
<i>East Asia</i>	East Asian Development Network, Bangkok, Thailand
<i>Eastern and Central Europe</i>	Center for Economic Research and Graduate Education – Economics Institute, Prague, Czech Republic
<i>Japan</i>	GDN-Japan, Tokyo, Japan
<i>Latin America and the Caribbean</i>	Latin American and Caribbean Economic Association, Buenos Aires, Argentina
<i>Middle East and North Africa</i>	Economic Research Forum for the Arab Countries Iran and Turkey, Cairo, Egypt
<i>North America</i>	GDN-North America, Washington, D.C., United States
<i>South Asia</i>	South Asia Network of Economic research Institutes, Islamabad, Pakistan
<i>South Pacific</i>	Oceania Development Network, Suva, Fiji
<i>Sub-Saharan Africa</i>	African Economic Research Consortium, Nairobi, Kenya
<i>Western Europe</i>	European Development Research Network, Bonn, Germany